

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Panaji, Goa on this _____ day of _____, 2015

BETWEEN

(1) Mr. SHAMSUNDER V. KAMAT, son of late Vassudev Visvonata Camotim, 55 years of age, married, PAN card No. ALPPK1835R, Indian National, resident of St. Pedro, Tiswadi, Goa.

(2) Mrs. RUKMA S. KAMAT, wife of, Shamsunder V. Kamat, 50 Years of age, married, PAN card no. ALPPK1836N, Indian National, resident of St. Pedro, Tiswadi, Goa.

Hereinafter jointly referred as the 'LAND OWNERS' (which expression shall mean and include their heirs, executors, administrators and assigns) of the ONE PART.

(3) KAMAT WEST CONSTRUCTION INDIA PVT. LTD., a Private Limited company incorporated under companies Act 1856, represented by its Director Mr. Sanat Shamsundar Kamat, 22 years of age, single, PAN card no. CMTPK1067L, Indian National, resident of St. Pedro, Tiswadi, Goa. Hereinafter referred as the 'DEVELOPER' of the SECOND PART

AND

Hereinafter referred as the 'PURCHASER' (which expression shall mean and include his/her heirs, executors, administrators and assigns) of the THIRD PART

WHEREAS, there exist a part and parcel of land admeasuring an area of 34600 Sq. mts. being a part of whole property known as 'BONOBO' surveyed under survey no. 21/1 of Village Baiguinim, which property as a whole is described in the Land Registration Office under no. 10037, book G-19, Page 69 and enrolled in taluka revenue office under matriz no. 165, situated at Baiguinim, Old Goa, within the limits of Village Panchayat of Se Old Goa, hereinafter referred to as SAID PROPERTY and is fully described in schedule I.

AND WHEREAS, the LAND OWNERS are sole and exclusive owners in possession of the SAID PROPERTY

AND WHEREAS, the LAND OWNERS have obtained a conversion sanad for land admeasuring 7372 Sq. Mts. vide Sanad no. RB/CNV/TIS/COLL/14/2011, which is a part of SAID PROPERTY. Hereinafter referred to as SAID CONVERTED LAND and as more particularly described in schedule II herein below.

AND WHEREAS, the LAND OWNERS are proposing to develop a PART of the SAID CONVERTED LAND admeasuring 1536.27 Sq. Mts. by constructing thereon a residential cum commercial building consisting of flats and shops. Hereinafter referred to as PROPOSED DEVELOPED LAND and as more particularly described in schedule III herein below

AND WHEREAS, said building referred in above paragraph on the PROPOSED DEVELOPED LAND shall be known and hereafter referred to as 'WEST COAST RESIDENCY 1'

AND WHEREAS, Town and country planning department, Government of Goa, Panaji Goa has granted technical clearance order on 30/6/2014 bearing ref no. TIS/7136/BAI/TCP/14/754 for the proposed construction of residential cum commercial building in the part of the SAID PROPERTY surveyed under survey no. 21/1 of Village Baiguinim;

AND WHEREAS, Primary health centre, Corlim, Goa has issued No Objection Certificate vide letter dated 08/07/2014 from sanitary point of view for undertaking the proposed construction;

AND WHEREAS, the village panchayat of Se Old Goa, vide no. VP/SOG/TIS/2014-2015/1721 dated 25/07/2014 has issued construction license no. VP/SOG/12/2014-15 for undertaking

construction of the said Commercial cum Residential Building in the part of the SAID PROPERTY.

AND WHEREAS, PURCHASER herein has approached the DEVELOPER & the LAND OWNERS and has offered to purchase flat identified as Flat no. _____, having a super built up area of _____ m2 on the _____ floor of the building 'WEST COAST RESIDENCY 1', Hereinafter referred to as SAID FLAT, , shown delineated in red on the plan annexed hereto (Annexure 1) along with proportionate undivided share in PROPOSED DEVELOPED LAND.

AND WHEREAS, the DEVELOPER does hereby agree to sell the SAID FLAT in the 'WEST COAST RESIDENCY 1' building and the LAND OWNERS hereby agree to sell proportionate undivided share in the PROPOSED DEVELOPED LAND and the PURCHASER agrees to purchase the same for a total consideration of Rs_____/-(Rupees_____only) excluding Stamp duty, VAT, GST, Service Tax, registration fees, cesses, demand, surcharge, premium and other taxes or levies by the Central and/or State Government and/or any other competent authority, which amount is agreed to be paid in the manner stipulated in schedule IV hereunder which has been prepared for convenience of the parties and shall not be construed as financing for the DEVELOPER and has agreed to abide by the other terms and conditions stipulated hereafter.

AND WHEREAS, the PURCHASER demanded from DEVELOPER and the DEVELOPER have given inspection to the PURCHASER of the title deeds relating to the SAID PROPERTY and all the permissions, NOC's,

clearances and Licenses obtained for the construction of the building 'WEST COAST RESIDENCY 1' and also of the plans, designs and specifications prepared by the DEVELOPER's Architect/s in respect of such construction.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. PREMISES:-

(a)- The DEVELOPER shall under normal conditions, construct the SAID FLAT in accordance with the specifications contained in Schedule V hereafter written.

(b)- The LAND OWNERS shall have exclusive rights of all additional FAR or FSI, relaxation in height of building, if any, made available to the SAID PROPERTY which includes SAID CONVERTED LAND, which further includes PROPOSED DEVELOPED LAND, at any later date.

(c)- The PURCHASER'S proportionate undivided share in the land is only limited to the extent of PROPOSED DEVELOPED LAND.

(d)- The LAND OWNERS shall have an option to amalgamate the SAID PROPERTY with adjoining properties and/or to sub-divide the same and also to grant or obtain access or right of way to or from such adjoining properties and/or to or from such subdivided portions of the SAID PROPERTY, if any.

The PURCHASER hereby gives his/her express consent to the above and it shall be considered as consent in writing of the PURCHASER as required by law.

(e)- The PURCHASER shall be allotted Parking Space No._____, shown delineated in red on the plan annexed hereto (Annexure 2).

2. CONSIDERATION:-

(a)- The PURCHASER shall pay the stipulated consideration of Rs._____/ - (Rupees_____ only) excluding Stamp duty, VAT, GST, Service Tax, registration fees, cesses, demand, surcharge, premium and other taxes and levies by the Central and/or State Government and/or any other competent authority as per the mode of payment specified in Schedule IV.

(b) The above-mentioned consideration is based on the present market price of materials, labour and services. It is expressly agreed between the parties hereto that in the event of the cost of development increasing by more than 15% by reason of the escalation in the price of the construction materials, wages of labour, etc, the DEVELOPER shall be entitled to an extent of the increase in the cost of development as aforesaid as may be certified by the Architect of the DEVELOPER, such additional consideration shall be payable proportionately by the PURCHASER to the DEVELOPER along with the unpaid balance consideration. Such additional consideration shall be determined by the DEVELOPER's Architect/s and that his/their decision in the matter shall be final and binding upon all the parties to this agreement. The PURCHASER hereby expressly agrees

to pay such additional consideration as determined by DEVELOPER's Architect/s from time to time.

(c).- If the PURCHASER commit default in payment of any of the instalments aforesaid on its respective due dates, and/or in payment of any other amounts (including but not limited to additional consideration as determined by the DEVELOPER's Architect/s in clause 2.(b), amount payable towards maintenance, interest on delayed payment of instalments or on other delayed payments) payable by the PURCHASER to the DEVELOPER under the agreement (including the proportionate share of rates, duties, taxes, cesses, charges etc. levied by the government, panchayat, municipality, corporation, local authorities etc. and other outgoings) time being the essence of the contract, and/or default in observing and performing any of the terms and conditions of this Agreement, the DEVELOPER shall, without prejudice to the other rights under this agreement and/or in law, be at liberty to terminate this Agreement.

PROVIDED ALWAYS that the right of termination hereinbefore contained shall not be exercised by the DEVELOPER unless and until the DEVELOPER shall have given to the PURCHASER in writing notice of their intention to terminate this agreement and of the specific default or breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the PURCHASER in remedying such default or breach or breaches within a reasonable time (but not more than fifteen days) after the receipt of such notice.

(d)- Upon termination of this agreement as aforesaid, the DEVELOPER shall be entitled to forfeit sum equivalent to Rs _____/- (Rupees _____ only) paid by the PURCHASER to the DEVELOPER and the DEVELOPER shall refund to the PURCHASER remaining sum of sale price of the SAID FLAT and proportionate undivided share in PROPOSED DEVELOPED LAND which may till then have been paid by the PURCHASER to the DEVELOPER after deducting sum of Rs _____/- (Rupees _____ only), but the DEVELOPER shall not be liable to pay to the PURCHASER any interest on the amount so refunded and/or forfeited. Further provided that DEVELOPER shall not be liable to refund any amount of interest paid by the PURCHASER to the DEVELOPER on delayed payment of any instalment and other delayed payments or any amount paid by the PURCHASER to the DEVELOPER with respect to rates, duties, taxes, cesses, charges etc. levied by the government, panchayat, municipality, corporation, local authorities or any other competent authority.

(e)- Upon the DEVELOPER terminating this agreement, the DEVELOPER & the LAND OWNERS shall be at a liberty to allot and dispose off the SAID FLAT along with proportionate undivided share in the PROPOSED DEVELOPED LAND to any other person as the DEVELOPER deem fit, for such consideration as the DEVELOPER may determine and the PURCHASER shall not be entitled to question this act of the DEVELOPER and/or the LAND OWNERS or to claim any amount from the DEVELOPER and/or the LAND OWNERS and/or future purchaser/s of the SAID FLAT along with proportionate undivided share in the PROPOSED DEVELOPED LAND.

(f)- Without prejudice to the other rights of the DEVELOPER under this agreement and/or in law, the PURCHASER shall be liable to pay to the DEVELOPER, interest at the rate of 2% Per Month, compounded monthly, on all the amounts due and payable by the PURCHASER under this agreement, if any such amount remains unpaid for fifteen days or more after becoming due.

(g)- The DEVELOPER shall have first lien and charge on the SAID FLAT in respect of any amount payable by the PURCHASER to the DEVELOPER under the terms and conditions of this agreement.

3. CHANGES:-

(a)- Changes or additions or extra items, if required by the PURCHASER will be accepted at the sole discretion of the DEVELOPER, on prior written requisition by the PURCHASER, cost of which shall be determined by the DEVELOPER and paid extra by the PURCHASER, in advance and in the manner determined by the DEVELOPER. In such an event the time limit for handing over the SAID FLAT shall stand revised as decided by the DEVELOPER.

4. DELIVERY, USE AND MAINTAINANCE OF THE FLAT:-

(a)- The DEVELOPER shall complete the construction of the SAID FLAT within TWENTY FOUR Months from the date of signing this agreement PROVIDED, all the amounts due and payable (including but not limited additional consideration as determined by the DEVELOPER's Architect/s in clause 2.(b), amount payable towards maintenance, interest on delayed payment of instalments or on

other delayed payments) payable by the PURCHASER to the DEVELOPER under the agreement (including the proportionate share of rates, duties, taxes, cesses, charges etc. levied by the government, panchayat, municipality, corporation, local authorities etc. and other outgoings) time being the essence of the contract, are paid by the PURCHASER to the DEVELOPER. PROVIDED FURTHER THAT the DEVELOPER shall have an extension of SIX MONTHS in addition to above stipulated period of TWENTY FOUR MONTHS to complete the construction of the SAID FLAT and the PURCHASER shall have no claim of whatsoever nature against the DEVELOPER and/or the LAND OWNERS if the Construction of the SAID FLAT is delayed for a period of SIX MONTHS beyond the above stipulated period of TWENTY FOUR MONTHS, for any reason whatsoever.

(b).- Upon completion of construction of the SAID FLAT the DEVELOPER shall intimate the same to the PURCHASER and the PURCHASER shall, within 7 days from the receipt of the notice, take delivery of the SAID FLAT. The DEVELOPER upon giving the intimation as stated above, shall be deemed to have completed the SAID FLAT in accordance of this Agreement; and shall not be responsible in any manner whatsoever, if the PURCHASER delays in taking the delivery of the SAID FLAT.

(c).- Before taking the possession of the SAID FLAT and within 7 days of receipt of PURCHASER of a notice from the DEVELOPER that the SAID FLAT is ready for occupation, the PURCHASER shall inspect the SAID FLAT and satisfy himself that the same has been constructed as per plan and specifications. After such verification, the PURCHASER shall be bound and liable to take possession of the SAID FLAT within

the stipulated time by signing the possession certificate and shall not thereafter be entitled to raise any objection, dispute or contention in these respects. Upon the PURCHASER taking possession of the SAID FLAT, he/she shall have no claim against the DEVELOPER in respect of area of the SAID FLAT and/or any item of work in the SAID FLAT which may be alleged not to have being carried out or completed.

(d)- The PURCHASER shall take possession of the SAID FLAT, within 7 days of the DEVELOPER giving written notice to the PURCHASER intimating that the flat is ready for use and occupation and upon possession of the SAID FLAT being delivered the PURCHASER shall be entitled to the use and occupation of the SAID FLAT.

(e)- The DEVELOPER and/or the LAND OWNERS shall not incur any liability if they are unable to construct the SAID FLAT within the period stipulated in clause 4(a)(30 Months), if the completion of the construction is delayed by reason of non-availability of construction material's or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or if non-delivery is as a result of any Act, notice, order, decree, rule or notification of the Government and/or any Court/Forum/Tribunal and/or Public or local Authority and/or any other Competent Authority or for any other reason beyond the control of the DEVELOPER including but not limited to strike or any other kind of labour problem by the workers, employees or labourers of the DEVELOPER or their contractor/s or supplier/s, and in any of the aforesaid events, the DEVELOPER shall be entitled to such reasonable additional extension of time for delivery of the SAID FLAT, as determined by the DEVELOPER. The PURCHASER shall have no claim

of whatsoever nature against the DEVELOPER and/or the LAND OWNERS if the completion of the construction is delayed because of abovementioned reasons.

(f)(i)-If for reasons other than the ones stipulated in clause 4(e), The DEVELOPER is unable to or fails to give delivery of the SAID FLAT to the PURCHASER within the period specified in clause 4(a) (30 months), or within any further date or dates agreed to by and between the Parties hereto, then and in such case, the PURCHASER shall give notice to the DEVELOPER terminating this Agreement, in which event the DEVELOPER shall, within 30 days from the receipt of such notice, refund to the PURCHASER the amounts, if any, that may have been received by the DEVELOPER from the PURCHASER in respect of the SAID FLAT (excluding the proportionate share of rates, duties, taxes, cesses, charges etc. levied by the government, panchayat, municipality, corporation, local authorities or any other competent authority) without interest.

(ii)- The DEVELOPER shall pay to the PURCHASER a sum of Rs.10,000/- (Rupees ten thousand only) as liquidated damages in respect of such termination. Upon such termination, neither Party shall have any other claim against the other in respect of the SAID FLAT and proportionate undivided share in PROPOSED DEVELOPED LAND or arising out of this agreement and the DEVELOPER and/or the LAND OWNERS shall be at liberty to allot and dispose off the SAID FLAT and proportionate undivided share in PROPOSED DEVELOPED LAND to any other person for such consideration and upon such terms and conditions as the DEVELOPER and/or the LAND OWNERS may deem fit.

(g)- The PURCHASER shall not carry out any acts or activities which are obnoxious, anti-social, illegal, immoral prejudicial to the norms of decency or etiquette or which cause air pollution/water pollution/sound pollution or cause any other pollution or discharge of any material gases, chemicals etc. which are hazardous to health and environment or cause nuisance or inconvenience to the adjoining Co-Owners in the building 'WEST COAST RESIDENCY 1'.

(h)- The PURCHASER shall avail of the facility of underground cables provided by the DEVELOPER and shall not have any amenity with overhead cables/wires.

(i) The PURCHASER shall not have any right to plant or own individually any trees in any portion of PROPOSED DEVELOPED LAND.

(j).- The PURCHASER is specifically prohibited from using the SAID FLAT for the purpose of carrying on any of the following type of activities: -

(i)- Hotel

(ii) Lodging and Boarding

(iii) Bar and Restaurant

(iv) Storage or sale of goods

(k)- The PURCHASER shall, from the date of possession, maintain the SAID FLAT the walls, partition walls, at his/her cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID FLAT and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

5- TRANSFER BEFORE POSSESSION:-

The PURCHASER shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit of the Agreement or part with delivery of the SAID FLAT until all the dues payable by him/her to the DEVELOPER under this Agreement are fully paid up and that too only if the PURCHASER has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until obtaining the previous consent in writing of the DEVELOPER. In the event the PURCHASER wishes to transfer or assign his/her rights under this agreement to a 3rd Party, the DEVELOPER shall act as a confirming party to the transfer and all rights and obligations of the PURCHASER shall be conferred upon the Transferee for which the DEVELOPER shall receive a transfer fee of Rs. _____ /-(Rupees _____ only) per flat until conveyance of the SAID FLAT along with proportionate undivided share in PROPOSED DEVELOPED LAND is executed in favour of the PURCHASER. Notwithstanding the above, the DEVELOPER shall retain the right to refuse a transfer till the conveyance of the SAID FLAT along with proportionate undivided share in PROPOSED DEVELOPED LAND is executed in favour of the PURCHASER.

6- DEFECTS:-

Upon the PURCHASER taking delivery of the SAID FLAT they shall have no claim against the DEVELOPER in respect of any item of work in the SAID FLAT which may be alleged not to have been carried out or completed. Cracks due to moisture changes, temperature variations, chemical reaction and dampness shall not be considered as defective work. Similarly, the DEVELOPER shall not be responsible for colour size variations in painting, flooring tiles, glazed tiles, any natural stone like marble, granite, any sanitary fittings, expansion and contraction in wood or any other material etc.

7- OUTGOINGS:-

(a)-Infrastructure tax, Sales Tax or Works Contract Act Tax payable to the Government of Goa, any tax such as Service Tax or any other tax or levy by the Central or State Government shall be payable by the PURCHASER as and when due.

(b)- The PURCHASER's share of charges and security deposits demanded by any concerned local authority of Government for giving water, electricity or any other service connection to the building which will include pro-rata payment for temporary meter and temporary electrical supply if there is a delay in obtaining the permanent meter from the Goa Electricity Department for the premises, shall be payable by the Flat-holder/PURCHASER in the manner to be determined by the DEVELOPER. The PURCHASER agrees to pay to the DEVELOPER within seven days of demand, such share of the PURCHASER of such charges or deposit.

(c).- Any taxes, charges or outgoings levied by the Village Panchayat or any other Competent Authority exclusively pertaining to the SAID FLAT shall be borne by the PURCHASER, from the date of Occupancy Certificate, irrespective of whether the PURCHASER has/have taken the possession of the SAID FLAT or not.

8- TAXES:-

(a)- All the Taxes including but not limited to Sales Tax, Value Added Tax, Goods and Services Tax, Work Contract Tax, Turnover tax, Betterment tax, transfer tax etc./ Duties / fees / levies / charges / cesses / surcharges / Premium/ Demands / Penalties, put in force or shall be in force prospectively or retrospectively levied by Central Government / State Government / Local Authority / Revenue Authority / any court / Judicial Authority / Quasi Judicial Authority / Any other competent Authority by way of Statute / Ordinance / Rule / Notification / Order / Judgement / executive power etc. in respect of SAID FLAT and/or construction of building 'WEST COAST RESIDENCY 1' and/or 'PROPOSED DEVELOPED LAND' and/or this agreement for sale and/or Deed of Sale to be executed upon completion of SAID FLAT and/or other documents registered and/or any other related arrangement between the PURCHASER and the DEVELOPER and/or the LAND OWNERS, shall exclusively borne and paid by the PURCHASER/s (and if the same is paid by the DEVELOPER and/or the LAND OWNERS than same shall be reimbursed to them). The PURCHASER hereby indemnifies the DEVELOPER and the LAND OWNERS from all such Levies, cost and consequences mentioned herein above.

9- VARIATION IN PLANS:-

(a)- It is hereby agreed that the DEVELOPER and/or the LAND OWNERS shall be entitled, and are permitted to make variations and alterations in building plans or in layout/elevation of the building, as the exigencies of the situation and the circumstances of the case may require.

(b)- All the plans for the said building 'WEST COAST RESIDENCY 1' have been prepared and approval(s)/construction license(s) with respect to the same have been obtained, on the basis of the survey plan of the SAID PROPERTY and areas mentioned therein, and the DEVELOPER and/or the LAND OWNERS is/are expressly entitled to revise the plan(s)/approval(s) /construction licence(s) based on actual site conditions, which shall be constructed as final for all purposes.

(c)- In the event the DEVELOPER and/or the LAND OWNERS are required to permit the owner/s of any adjoining property/properties, the use of any portion of the 'PROPOSED DEVELOPED LAND' by way of right of way or by way of right of use, the DEVELOPER and/or the LAND OWNERS shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and the FAR (Floor Area Ratio) corresponding to the area so given, shall ensure exclusively to the benefit of the DEVELOPER and/or the LAND OWNERS.

(d)- The DEVELOPER and/or the LAND OWNERS shall be entitled to unilaterally revise the plans and/or specifications relating to (i) the

building 'WEST COAST RESIDENCY 1' (ii) All structure in 'PROPOSED DEVELOPED LAND'

(e)- If at any time the Floor Area Ratio presently applicable to the SAID PROPERTY is increased and/or Height Restriction presently applicable to the SAID PROPERTY is relaxed, the DEVELOPER and/or the LAND OWNERS are entitled for the benefit of such increase and/or relaxation, without any rebate to the PURCHASER. And for Purpose of consuming such additional FAR and/or making use of such height relaxation the DEVELOPER shall be entitled to construct extension and/or additional floors to the building or other structures as the DEVELOPER may think fit and proper. The PURCHASER agrees and hereby gives his/her irrevocable consent to the DEVELOPER and/or the LAND OWNERS to construct such extension and/or additional floors at any time.

(f)- The PURCHASER at no point of time shall interfere or object to the construction of such extension and/or additional floors.

(g)- PURCHASER's proportionate undivided share in PROPOSED DEVELOPED LAND shall be proportionately reduced upon construction of such extension and/or additional floors. PURCHASER shall have no claim of whatsoever nature in respect of such reduction in proportionate share.

(h)- The DEVELOPER shall be entitled, after constructing additional floors as mentioned in clause 9(e), to sell, let, sublet, mortgage or

give on leave and license such additional premises for such permissible user as the DEVELOPER may think fit and proper to any person or persons, for such consideration as the DEVELOPER may in its absolute discretion deem fit and proper and the PURCHASER shall have no claim of whatsoever nature in respect of such additional premises and/or consideration.

(i)- The PURCHASER agrees and hereby gives his/her irrevocable consent to the DEVELOPER and/or the LAND OWNERS to make additions, amendments and alterations in the Building plan(s)/approval(s)/construction licence(s) and/or to (i) the building 'WEST COAST RESIDENCY 1' (ii) All structure in 'PROPOSED DEVELOPED LAND'.

10- MAINTENANCE & COMMON EXPENSES:-

(a)- In addition to Consideration Mentioned in clause 2(a) and any other amount payable by the PURCHASER under terms of this agreement the PURCHASER shall pay to the DEVELOPER before execution of Deed of Sale in respect of SAID FLAT and proportionate undivided share in PROPOSED DEVELOPED LAND sum equivalent to Rs _____/- (Rupees _____ only) towards maintenance and common expenses.

(b)- The DEVELOPER shall be bound to carry out following maintenance activities with respect to building 'WEST COAST RESIDENCY 1' for 15(fifteen) years from the date of obtaining occupancy of the Building 'WEST COAST RESIDENCY 1' :-

(i) Painting: - a) Exterior Painting of Building in every 4 years.

b) Interior Painting of Lobby in every 4 years

(ii) Lights: - Replacing and/or Repairing Lights/Bulbs etc. in Lift, lobby, Stairs, Stilt and terrace.

(iii) Generator: - a) Maintenance and/or Repairs of Generator
whenever in the opinion of the DEVELOPER
and/or the Maintenance Company it is required.

(iv) Lift: - Maintenance and/or repairs of lift whenever in the opinion
of the DEVELOPER and/or the Maintenance Company it is
required.

(v) Transformer: - Maintenance and/or Repairs of Transformer
whenever in the opinion of the DEVELOPER and/or
the Maintenance Company it is required.

(vi) Pipelines: - Maintenance and/or Repairs of external pipelines
(Gas, Water, Sewage) whenever in the opinion of the
DEVELOPER and/or the Maintenance Company it is
required.

(vii) Common Areas: - Maintenance of Terrace, stilt, stairs and lobby
whenever in the opinion of the DEVELOPER

and/or the Maintenance Company it is required.

(viii) Sewage: - Pumping of Septic Tank whenever in the opinion of the DEVELOPER and/or the Maintenance Company it is required.

(ix) Electric Wiring: - Maintenance and/or Repair of common electric wiring whenever in the opinion of the DEVELOPER and/or the Maintenance Company it is required.

(x) Water Pump: - Maintenance and/or Repair of water pump whenever in the opinion of the DEVELOPER and/or the Maintenance Company it is required.

(xi) Overhead Tanks: - Maintenance and/or Repairs of Overhead Tanks whenever in the opinion of the DEVELOPER and/or the Maintenance Company it is required.

(xii) Drainage System: - Maintenance and/or Repairs of Drainage System whenever in the opinion of the DEVELOPER and/or the Maintenance Company it is required.

(c)- The DEVELOPER should bear following common expenses with respect to building 'WEST COAST RESIDENCY 1' for 15(fifteen) years from the date of obtaining occupancy of the Building 'WEST COAST RESIDENCY 1':-

(i) Generator: - Fuel for running the Generator whenever in the opinion of the DEVELOPER and/or the Maintenance Company it is required.

(ii) Electricity Bill:- Electricity Bill of Electricity used for Lift, water pump, lights in Lobby, Stairs, stilt, terrace and for carrying out of any maintenance activity mentioned in clause 10(b).

(ii) Water Bill: - Water Bill of water used by the DEVELOPER and/or the Maintenance Company for carrying out maintenance activities mentioned in clause 10(b).

(d)- The DEVELOPER reserves the right to carry out maintenance activities mentioned in clause 10(b) and bear common expenses mentioned in clause 10(c) itself or appoint a separate Maintenance Company to do the same by entering into contract with such Maintenance Company enumerating therein their respective liabilities and obligations and all such covenants and obligations vis-à-vis the DEVELOPER shall be binding upon the PURCHASER/s.

(e)- With effect from the date of execution of contract as mentioned in clause 10(d) the responsibility for carrying out maintenance activities mentioned in clause 10(b) and paying for common expenses mentioned in clause 10(c) shall be taken over by the said Maintenance Company and the DEVELOPER shall stand absolved from its responsibility of carrying out maintenance activities and paying for common expenses. PURCHASER shall have no claim of whatsoever nature against the DEVELOPER once it enters into contract with the Maintenance Company.

(f)- The DEVELOPER and/or the Maintenance Company shall carry out maintenance activities as mentioned in clause 10(b) within time limit, if any, specified in the same clause. However the DEVELOPER and/or the Maintenance Company is/are entitled to additional period of 6 months for carrying out such maintenance activities if not carried out within time limit, if any, specified in clause 10(b).

(g)- The DEVELOPER and/or the Maintenance Company shall not incur any liability if they are unable to carry out maintenance activity / activities mentioned in clause 10(b) within the time limit, if any, specified in same clause, in Case there is any delay in carrying out of maintenance activity/activities by reason of non-availability of construction materials or other materials or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or delay is as a result of any Act, notice, order, decree, rule or notification of the Government and/or any Court/Forum/Tribunal and/or Public or local Authority and/or any

other Competent Authority or for any other reason beyond the control of DEVELOPER including but not limited to strike or any other kind of labour problem by the workers, employees or labourers of the DEVELOPER or their contractor/s or supplier/s, and in any of the aforesaid events, the DEVELOPER shall be entitled to such reasonable additional extension of time for carrying out the maintenance activity, as determined by the DEVELOPER. PURCHASER shall have no claim of whatsoever nature against the DEVELOPER and/or the Maintenance Company if the carrying out of maintenance activity/activities is/are delayed because of abovementioned reasons.

(h)- Apart from those maintenance activities mentioned in clause 10(b) and expenses mentioned in clause 10(c) the DEVELOPER and/or the Maintenance Company is/are not bound to carry out any other activity or bear any other expense. PURCHASER shall have no claim of whatsoever nature against the DEVELOPER and/or the Maintenance Company with respect to any maintenance activity or common expense which is not specifically mentioned in clause 10(b) and clause 10(c) respectively.

(i)- In case any damage is caused to Building or any part thereof including but not limited to lobbies, lift, lights, electric appliances, compound, Pipelines etc. due to act of PURCHASER/s or act of a third party or Act of God or any other act beyond the control of the DEVELOPER and/or the Maintenance Company, the DEVELOPER and/or the Maintenance Company is/are not bound to repair the damage so caused.

11- The DEVELOPER of the Building 'WEST COAST RESIDENCY 1' for himself/herself with intentions to bring all persons, whomsoever's hand the building 'WEST COAST RESIDENCY 1' may come into, both hereby covenant with the DEVELOPER as follows:

(a)- That the PURCHASER shall from the date of taking possession of the SAID FLAT at their own cost maintain in a good tenantable condition including internal painting in 4 years and shall not suffer to be done anything in or to the SAID PROPERTY or to the said staircase, and/or common facilities or the compound, which may be against the rules, regulations or bye-laws of the concerned local authority or any other authorities or legal bodies, nor shall the PURCHASER change, alter and/or make any addition in or to the SAID FLAT and/or to the building 'WEST COAST RESIDENCY 1' or any part thereof including but not limited to the changing of elevation by enclosure of the balcony, etc. The PURCHASER shall be responsible for any violation or breach of any of the aforesaid provision.

(b)- Not to store in the Building 'WEST COAST RESIDENCY 1' any goods which are considered inflammable or otherwise hazardous or dangerous or such as are considered objectionable by any authority, or so heavy as to affect the construction of the said building adversely or storing of which goods is objected to by the concerned local authority and shall not carry or cause to be carried heavy package to upper floor which may damages or likely to damages the staircase, common passages or any other structure of the building including entrances of the building and in case any damages is caused to the building on account of negligence or default of the

PURCHASER in this behalf, the PURCHASER shall be liable for the consequence of the breach.

(c)- To carry out their own costs all internal repairs to the SAID FLAT and maintain the SAID FLAT in the same condition, state and order in which it was delivered by the DEVELOPER to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated or to the SAID FLAT which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the PURCHASER committing any act in contravention of the above provisions, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority and also to the DEVELOPER and/or the Maintenance Company.

(d)- Not to demolish or cause to be demolished the building 'WEST COAST RESIDENCY 1' or any part thereof agreed to be taken by them. The PURCHASER is not permitted to make any alteration in the elevation and outside colour scheme of the building 'WEST COAST RESIDENCY 1'. The PURCHASER shall keep the portion, sewers, drains, pipes in the SAID FLAT and appurtenances thereto in good tenantable repair and conditions, and in particular, so as to support shelter and protect the other parts of the building in which the SAID FLAT is situated and shall not chisel or in any other manner cause damages to columns, beams, walls, slabs or RCC part or other structural members or make any internal structural alterations or construction of a permanent nature in the SAID FLAT without the

prior written permission of the DEVELOPER and/or the Maintenance Company.

(e)- Not to do or permit to be done any acts, deed, matter or thing which may render void or voidable any insurance of the said building 'WEST COAST RESIDENCY 1' or cause any increased premium to be payable in respect thereof. However, it is clarified that this does not cast any obligation upon the DEVELOPER and/or the LAND OWNERS to insure the Building or any surrounding area.

(f)- Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown from their flat or in compound or any other portion of the SAID PROPERTY.

(g)- Not to fell, cut down, destroy, imperil, damage, injure or replace any tree, shrubs, and plants or pluck/break the flowers and/or fruits from SAID PROPERTY unless permitted to do so by the DEVELOPER or the Maintenance Company.

(h)- Pay to the DEVELOPER within 7 days of demand by the DEVELOPER his/her share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the SAID FLAT is situated.

(i)- The PURCHASER shall 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 changes of user of the SAID FLAT by the PURCHASER viz-user for any purpose other than for residential purpose.

(j)- The PURCHASER shall not let, sublet, sell, transfer, convey, mortgage, charge encumber or deal with or dispose off or part with in any manner whatsoever, the SAID FLAT and proportionate undivided share in PROPOSED DEVELOPED LAND and/or assign, underlet or part with as aforesaid any of their interest under the benefit of this agreement until all the dues payable by them to the DEVELOPER under this agreement are fully paid up and that only if the PURCHASER has not been guilty of breach or a non observance of any of the terms and/or conditions of this agreement.

(k)- The PURCHASER shall observe and perform all the rules and regulations which the DEVELOPER and/or Maintenance Company may adopt in inception and additions, alterations or amendments thereof that may be made from the time to time for protection and maintenance of the said building 'WEST COAST RESIDENCY 1' and any part thereof, therein and for the observance and performance of the building rules and regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the DEVELOPER and/or Maintenance Company regarding the occupation and use of the SAID FLAT in the said building and shall pay and contribute regularly and

peacefully towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

(l)- To permit the DEVELOPER and/or the Maintenance Company their surveyors, contractors, architects, engineers, servants and agents with or without workmen and other persons at all reasonable times to enter into and upon the said building 'WEST COAST RESIDENCY 1' or any part thereof, to view and examine the state and conditions thereof. The PURCHASER shall also permit the DEVELOPER and/or Maintenance Company their surveyors, contractors, architects, engineers, servants and agents with or without workmen and other as aforesaid to enter into the said building 'WEST COAST RESIDENCY 1' or any part thereof also for the purpose of repairing part of the said building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping, in order and good condition all sewers, drains, pipes, cables, water courses, gutters, wires, walls or structures or other conveniences belonging to or serving or served or used for the said building's and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and cables for similar other purposes contemplated by this agreement as also to view and examine the state and condition of the SAID FLAT and the PURCHASER/s shall make good the repairs, if any, required by the DEVELOPER and/or Maintenance Company within 15(fifteen) days of giving of such notice to the PURCHASER/s.

(m)- The PURCHASER/s shall not interfere or object to the construction of other buildings, premises etc. in SAID PROPERTY constructed by the DEVELOPER in accordance with sanctioned plans

on any ground including but not limited to obstruction of outside view, light, air, ventilation, noise pollution or any rights whatsoever.

(n)- The PURCHASER shall not do or omit or suffer to be done, at any time, in, on or about the SAID FLAT, the Building and land appurtenant thereto anything in respect of which the DEVELOPER and/or the Maintenance Company and/or LAND OWNERS incur/s or DEVELOPER and/or the Maintenance Company and/or the LAND OWNERS is/are imposed upon or becomes liable to pay any fine/s, penalty/penalties, damage/s, compensation, expense/s or any amount to any person or persons or the concerned authority and PURCHASER shall reimburse to the DEVELOPER and/or the Maintenance Company and/or the LAND OWNERS without any delay, default and demur any fine/s, penalty/penalties, damage/s, compensation, expense/s or any other amount aforesaid

(o) PURCHASER/s shall not object to the DEVELOPER and/or the LAND OWNERS laying down underground electric and telephonic cables, Water lines, drainage lines, sewage lines etc., belonging to or meant for any other buildings/s or structure/s constructed or to be constructed in future.

12- If any Co-operative Society or Limited Company or any other Association is formed by the purchasers as the case may be, being successors in the interest of the PURCHASER it shall be bounded by the covenants.

13- The name of the Building shall always remain 'WEST COAST RESIDENCY 1', which shall not be changed at any time in future even after the transfer/assignment conveyance of the PROPOSED DEVELOPED LAND, SAID FLAT and building 'WEST COAST RESIDENCY 1' to the PURCHASER or other entity except with the written permission of the DEVELOPER. The DEVELOPER shall also be entitled, at all times and free of costs to exhibit their name logo at strategic places on the outer side of the building.

14- Any delay or indulgence by the DEVELOPER and/or the LAND OWNERS and/or the Maintenance Company in enforcing the terms of this agreement or any forbearance or giving of time to the PURCHASER shall not be treated as a waiver on the part of the DEVELOPER of any breach or non-compliance of any of the terms and conditions of this agreement by the PURCHASER nor shall it in any manner prejudice the rights of the DEVELOPER and/or the LAND OWNERS.

15- The PURCHASER shall not be entitled to claim partition except with the written permission of the DEVELOPER and the concerned local authority of their share in the 'PROPOSED DEVELOPED LAND' or portion thereof and the same shall always remain impartitionable.

16- The DEVELOPER shall have first lien and charge on the SAID FLAT and proportionate undivided share in PROPOSED DEVELOPED LAND agreed to be acquired by the PURCHASER in respect of any amount due under the terms and conditions of this agreement.

17- If damage is caused to the Building or any part thereof due to the act of the PURCHASER/s, the PURCHASER/s shall alone be liable for all costs and consequences of the breach and costs and expenses for repair or renovation thereof. Any damage caused to the Building or any part thereof by the PURCHASER/s as aforesaid if not repaired or remedied, the DEVELOPER and/or the Maintenance Company concerned may carry out such repairs and renovation and the costs and expenses incurred in this behalf shall be forthwith reimbursed by the PURCHASER/s within 15 (fifteen) days from the date of demand; failure to pay within time limit would incur interest at the rate of 2% Per Month, compounded monthly on total amount.

18- Nothing contained in these presents is intended to be nor shall be constructed to be grant, demises or assignment in law of or any rights, title or interest in the SAID FLAT or the PROPOSED DEVELOPED LAND or any part thereof or of the said building 'WEST COAST RESIDENCY 1' thereon or any part thereof. The PURCHASER shall have no claim whatsoever save and except in respect of the particular premises hereby agreed to be acquired by them and all open spaces, other premises, rooms, terraces, garages, staircases, lobbies, stilts etc. will remain the property of the DEVELOPER, until all the Flats and the shops in the building 'WEST COAST RESIDENCY 1' are sold.

19- The PURCHASER hereby accept and shall always be deemed to have accepted the title of the LAND OWNERS to the SAID PROPERTY and agrees not to raise any requisition or objection in connection with and in respect thereof or take any proceeding in connection therewith.

20- The PURCHASER shall be bound to sign all the papers, deeds, documents, instruments and writings and do all the acts, deeds, things, and matters as the DEVELOPER and/or the LAND OWNERS may require from them, from time to time, for safeguarding, inter alia, the interests of the DEVELOPER and/or the LAND OWNERS and/or the PURCHASER and other Purchasers of the Flats and Shops in the SAID PROPERTY.

21- The PURCHASER hereby gives his/her express consent to the DEVELOPER and/or the LAND OWNERS to raise any loan against 'PROPOSED DEVELOPED LAND' and the said building 'WEST COAST RESIDENCY 1', and to mortgage the same to any Bank or Banks or any other financial institutions. This Consent is given on the express understanding that any such loan liability in respect of the said building 'WEST COAST RESIDENCY 1' and/or PROPOSED DEVELOPED LAND shall be cleared by the DEVELOPER and/or the LAND OWNERS before the Deed of Sale in respect of SAID FLAT and proportionate undivided share in 'PROPOSED DEVELOPED LAND' is executed in favour of the PURCHASER.

22- The Deed of Sale and/or assignment or such other deeds concerning the transfer of the SAID FLAT and proportionate undivided share in PROPOSED DEVELOPED LAND in favour of the PURCHASER shall be prepared by the advocate or attorney of the DEVELOPER, cost of which shall be borne by the PURCHASER.

23- It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested upto each and therefore the PURCHASER/s shall have no right or remedy to defer or deny any obligation imposed on him/her/them since he/she/they has/have availed of the benefit factor of such obligation by reduction in the consideration.

24- The DEVELOPER and/or the LAND OWNERS shall at all times have the sole control and authority in respect of all the matters concerning the SAID PROPERTY and the building 'WEST COAST RESIDENCY 1' and further construction and completion thereof and all amenities and conveniences pertaining to the same and in particular the DEVELOPER shall have absolute authority and control as regards to the unsold flats, shops and parking spaces, the disposal thereof, the consideration for which the same shall be disposed of as also the entitlement of any additional Floor Area Ratio and/or relaxation in height restriction. The DEVELOPER shall always be entitled to let, sublet or give on leave and license or otherwise to persons of their choice for use any of the unsold flats, shops and parking spaces.

25- If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment of law or judgement, order, decree etc. of a court, tribunal etc. such provision or part shall to that extent be deemed not to form part of this agreement, and legality and enforceability of the remainder of this agreement shall not be affected.

26- SAFETY & DISCIPLINE

During the period of construction the PURCHASER shall not enter the building(s) till 30 days before expected date of completion and all such visits shall be at the risk of the PURCHASER, and the DEVELOPER shall not be liable for any untoward incident or accident.

DEVELOPER's project staffs are to focus on timely and quality construction and are not expected to respond to PURCHASER's enquiries. No verbal assurances, given by any person, shall be considered to be a commitment made by the DEVELOPER and only written commitments made by authorized representative of the DEVELOPER shall be considered to have been made on behalf of the DEVELOPER.

27- ADDRESS

(a) All letters, receipts and/or notices to be served on the DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the DEVELOPER by Registered A.D. Post under Certificate of Posting at their address specified below or if left at the premises or if pasted on the main door of the premises.

Address of communication: C/o Shamsunder V. Kamat, H. No. 15, St. Pedro, Ribandar, Goa.

The DEVELOPER from time to time has to inform in writing any changes in address of communication.

(b) All letters, receipts and/or notices to be served on the PURCHASER as contemplated by this Agreement shall be deemed to

have been duly served if sent to the PURCHASER by Registered A.D. Post under Certificate of Posting at their address specified below or if left at the premises or if pasted on the main door of the premises.

Address of communication: _____

The PURCHASER from time to time has to inform in writing any changes in address of communication.

28-ARBITRATION

All disputes which may arise between the parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this agreement, and about the performance of these presents, or concerning any act which ought to be done by the parties in dispute, or by any of them, or in relation to any matter whatsoever concerning this Agreement shall be referred to Arbitration in accordance with the provisions of Indian Arbitration Act, 1990.

29- POSSESSION

The possession of the flat has not yet been given.

SCHEDULE I

(DESCRIPTION OF SAID PROPERTY)

All that part and parcel of land admeasuring an area of 34600 Sq. mts. being a part of whole property known as 'BONOBO' surveyed under survey no. 21/1 of Village Baiguinim, which property as a

whole is described in the Land Registration Office under no. 10037, book G-19, Page 69 and enrolled in taluka revenue office under matríz no. 165, situated at Baiguinim, Old Goa, within the limits of Village Panchayat of Se Old Goa and is bounded as under:

North: By Public Road

South: By Property Bearing Survey No. 21/2-D & Property Bearing Survey No. 21/2-E

East: Property Bearing Survey No. 21/1-A & Property Bearing Survey No.20/2

West: By Public Road

SCHEDULE II

(DESCRIPTION OF SAID CONVERTED LAND)

All that part and parcel of land admeasuring an area of 7372 Sq. mts. being a part of SAID PROPERTY which is described in schedule I herein above, and is bounded as under:

North: By Property Bearing Survey No. 21/1(Part) & Property Bearing Survey No. 21/1-A

South: By Property Bearing Survey No.21/1(Part)

East: By Property Bearing Survey No.21/1-A

West: By Property Bearing Survey No. 21/1 (Part)

SCHEDULE III

(DESCRIPTION OF PROPOSED DEVELOPED LAND)

All that part and parcel of land admeasuring an area of 1536.27 Sq. mts. being a part of SAID CONVERTED LAND which is described in schedule II herein above, and is bounded as under:

North: By Property Bearing Survey No. 21/1 (Part)

South: By Property Bearing Survey No. 21/1 (Part)

East: By Property Bearing Survey No. 21/1 (Part)

West: By Property Bearing Survey No. 21/1 (Part)

SCHEDULE IV

(MODE OF PAYMENT)

Consideration mentioned in clause 2(a) has to be paid by the Purchaser in following Manner: -

STAGES	%	AMOUNT
1. Advance at the time of Booking	10%	Rs. _____/-
2. On completion of Plinth Beam	10%	Rs. _____/-
3. On completion of First Slab	10%	Rs. _____/-
4. On completion of Second Slab	10%	Rs. _____/-
5. On completion of Third Slab	10%	Rs. _____/-
6. On completion of Fourth Slab	10%	Rs. _____/-
7. On completion of Fifth Slab	10%	Rs. _____/-
8. On Completion of Brick Work	10%	Rs. _____/-
9. On Completion of Electric Work	5%	Rs. _____/-
10. On Completion of Tiles Fitting	5%	Rs. _____/-
11. On completion of Painting	5%	Rs. _____/-
12. At the time of Possession	5%	Rs. _____/-
TOTAL	100%	Rs. _____/-

SCHEDULE V

(SPECIFICATION)

THE STRUCTURE: - It is a R.C.C. framed structure with footings, columns, beams and slabs. The internal partition wall will be brick masonry and the external walls will be brick/laterite masonry.

PLASTER: - External Plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with white cement based putty top coat

FLOORING: - The flooring of vitrified tiles.

DOORS: - All doors will have C.P teakwood frames or equivalent and PINE GRADE FLUSH DOORS with laminate finish. **HARDWARE:** Brass hinges with S.S pin and other required fittings and fixtures such as handles, al-drop, tower bolt, stopper etc. The main door will have a night latch, al-drop, eye piece .tower bolt etc. Toilets will have marble frame and F.R.P door.

WINDOWS: - Windows will have marble window sill/jambs in step on all sides. It will have medium duty 1 series colour anodised aluminium section sliding windows. Shutter will have 5 mm thick glass panel. One shutter will have mosquito net installed. Necessary locks, handles etc. will be provided.

INTERNAL DÉCOR: - The internal painting will be of acrylic emulsion paint or similar.

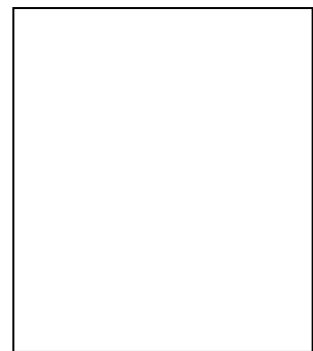
EXTERNAL DÉCOR: - External walls will be painted with APEX of Asian paints or similar.

TOILETS: - **TILES ON WALL:** Full ht. decorative tiles (450 mm x 300 mm) as dado (upto 8'0") **FLOORING:** Non-skid decorative tiles (300 mm x 300mm). **FIXTURES:** European wall hanging W.C. and hand wash basin. **WATERPROOFING:** Will have brick bat coba waterproofing with additional base coat of waterproofing chemical.

ELECTRICAL INSTALLATIONS: - The electrical wiring will be concealed with standard ISI mark material such as wires, cables, conduits, modular type switches etc. Each flat will have separate D.B in flat with Earthing, **ELCB, MCB** etc. **LIVING/DINING AREA:** Six light points, three fan points, four plug points, AC point, two 5/15 amps raw points, T.V. cable point and telephone point will be provided. Provision for inverter connection for one tube and one fan will be provided. **BED ROOM:** Four light points, one fan point, three plug points, AC point, two 5/15 amps raw points, T.V. cable point and telephone point will be provided. Provision for inverter connection for one tube and one fan will be provided. **KITCHEN:** It will have two light points, two 15 amps points, one 5 amps point and one exhaust fan point. Provision for inverter connection for one tube and one fan will be provided. **TOILETS:** It will have one light point, one 5 amps point, one 5/15 amps raw point and one exhaust fan point. Provision for inverter connection for one tube and one fan will be provided.

IN WITNESS WHEREOF the parties hereto have hereunto signed this Agreement on the day, place and year first hereinabove mentioned.

Signed & Delivered by
Above Named Land Owners



MR. SHAMSUNDER VASSUDEV KAMAT

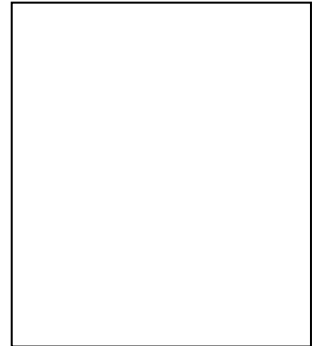
L.H.F. Prints

1)	2)	3)	4)	5)
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R.H.F. Prints

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MRS. RUKMA SHAMSUNDER KAMAT



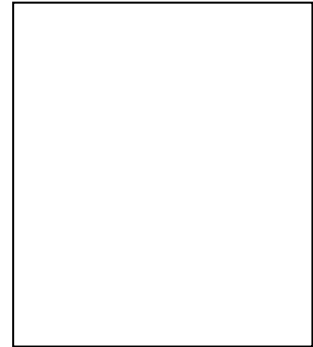
L.H.F. Prints

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R.H.F. Prints

1)	2)	3)	4)	5)
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Signed & Delivered by
Above Named Developer
By its Director



MR. SANAT SHAMSUNDAR KAMAT

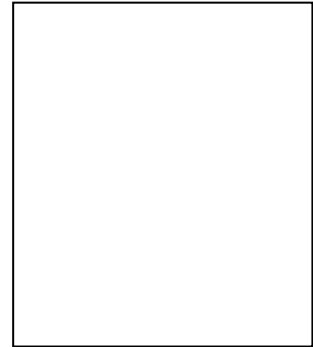
L.H.F. Prints

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R.H.F. Prints

1)	2)	3)	4)	5)
_____	_____	_____	_____	_____

Signed & Delivered by
Above Named Purchaser



MR. _____

L.H.F. Prints

1)	2)	3)	4)	5)
_____	_____	_____	_____	_____

R.H.F. Prints

1)	2)	3)	4)	5)
_____	_____	_____	_____	_____

IN PRESENCE OF:

1.

2.