

: 1 :

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of of the year Two Thousand Twenty One.

BETWEEN

1. CHANDRA DEVELOPERS LLP, (PAN CARD No.) a Limited Liability partnership firm duly registered under LLP Act 2008, and incorporated under LLP identification No-AAM-6732 having its registered office at H.No. 34, Sunrise Colony, Behind NSD, Alto-Dabolim, Goa, 403802, having as its partners namely 1) MR. PRAVEEN CHANDRAKANT TILVE, (PAN Card No.), Aadhar Card No son of Late. Chandrakant T. Tilve, aged 36 years, Occupation Business, and 2) Mr. Jayprakash C Tilve, (PAN Card No.), Aadhar Car No. son of Late. Chandrakant T. Tilve aged 36 years, Occupation Business, Both Indian National, resident of Tukaram Kunj, H.No. 34, Sunrise Colony, Behind NSD, Alto-Dabolim- Goa; hereinafter referred to as the **BUILDER/DEVELOPER/PROMOTER** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest, executors, administrators and assigns) of the **FIRST PART;**

AND

2(a) MR......, son of Mr....., agedyears, married, Occupation Service, having Permanent Account No....., and;

2(b) MRS......, wife of, agedyears, married, service /business, having Permanent Account No, both Indian Nationals, resident of Indian National, resident of hereinafter referred to as the **"PURCHASER/S"/"ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, successors, legal representatives and assigns) of the **SECOND PART.**

AND

: 2 :

3. **MR. ANTHONY FRANCIS DAVID D'SOUZA**, Son of John Cajetan D'Souza, aged 52 years, bachelor, business, Indian National, Holding Aadhar Card No- and PAN Card No.....unmarried, Occupation Service, Indian Nationals, resident of H.No. 3/1, BomanWado, Cuchelim, Bardez – Goa ; hereinafter referred to as the **“OWNER”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, successors, legal representatives and assigns) of the **THIRD PART**.

AND

- 4(a)**SMT. BERNADETTA R. VIRNODKAR alias BERNADETTE FERRAO**, Wife of Shri. Ramesh Virnodkar and daughter of Mr. Alex Michael Ferrao, aged 48 years, Married, Housewife, holding PAN Card- Aadhar Card Indian National, and her husband;

- 4(b) **SHRI. RAMESH NARAYAN VIRNODKAR**, son of Shri. Narayan Virnodkar Virnodkar, aged 50 Years, Married, holding PAN Card- Aadhar Card; both Indian National, and resident of H.No. 638, Khadpawaddo, Cuchelim, Bardez – Goa, hereinafter referred to as **“THE CONFIRMING PARTY”** (which expression shall unless repugnant to the context or meaning thereof to be deemed to include their heirs, co-heirs, executors, administrators and assigns) of the **FOURTH PART**.

WHEREAS The **BUILDER / DEVELOPER/PROMOTER/** Partner no-2 herein represented by his Power of Attorney holder Partner No. 1 **MR. PRAVEEN C TILVE**, son of Late Shri Chandrakant Tilve, aged 41 years, occupation Business, married, resident of H.No-34, Sunrise Colony, behind NSD, Alto- Dabolim, Mormugao Goa by virtue of power of attorney dated June 2021 executed before The Notary Adv Talaulekar, Vasco-Goa, under Reg.No.7293/14.

WHEREAS The **CONFIRMING PARTY** NO.1 & 2 joined this Agreement as The **“OWNER”** has executed the will in favor of **Confirming party No-1**.

AND WHEREAS the **OWNER** and **THE CONFIRMING PARTY** no.1 & 2 herein represented by their **Power of Attorney holder MR.PRAVEEN C TILVE**, by virtue of power of attorney dated 13 January 2020, executed before **The Sub- registrar of Bardez, Mapusa- Goa, under Book -POA Registration No- BRZ-POA Register-2-2020 Dated 13/01/2020**.

: 3 :

AND WHEREAS There exists a Property, known as **“BOMOGOLLO”**, admeasuring an area of 2448 Sq. Mtrs, situated at Cuchelim, Mapusa, within the Municipal Area of Mapusa, Taluka and Sub District of Bardez, District of North Goa, State of Goa within the Limits of Mapusa Municipal Council, Surveyed under Chalta No. 12 of P.T Sheet No. 5 of the city Survey Mapusa, along with residential house therein bearing H.No-03/1, described in the Land Registration Office of Bardez under No. 28280 at Page 196 of Book B-72 and inscribed under No. 21148 at pages 168 of G-27, hereinafter called as **“LARGER PROPERTY”** and more particularly described in **Schedule-I** hereunder written and shown in green in Plan Annexed at **Annexure-1**.

AND WHEREAS The **LARGER PROPERTY** is found inscribed under number 21148, in the name of Maria Sebastiana alias Sebastiana Martins, which was bequeathed to her by Maria Dominica de Souza, by will dated 19th October 1920.

AND WHEREAS Upon the death of Maria Sebastiana alias Sebastiana Martins, inventory proceedings bearing No. **331/98** was instituted by Anthony Francis David D’souza in the Court of the Civil Judge Senior Divisional at Mapusa Bardez Goa in the said proceedings the said property was allotted to Anthony Joseph Luis D’Souza and Anthony Francis David D’souza in equal proportion.

AND WHEREAS Upon the death of Joe John D’Souza alias Anthony Joseph Luis D’Souza, Inventory proceedings bearing No. 42/2017/C was instituted by Shri. Anthony Francis David D’Souza, in the Court of the Civil Judge Senior Divisional at Mapusa Bardez Goa. In the said proceedings the said **LARGER PROPERTY** was allotted to Shri. Anthony Francis David D’Souza thereby making him the absolute and lawful owner in possession occupation and enjoyment of the **LARGER PROPERTY**.

AND WHEREAS The **OWNER** has vide his will dated 12th April 2018, drawn on 12.04.2018, recorded at folio 71V to 72 of Book No. 332, being bachelor having no ascendants and descendants and has executed a will, whereby upon the death of owner the said property will be bequeathed infavour of Bernadetta R. Virnodkar alias BernadettaFerrao, , hence said Bernadetta R Virnodkar alias BernadettaFerrao is the **CONFIRMING PARTY NO-1** to this agreement.

AND WHEREAS CONFIRMING PARTY NO-2 has joined herein as party to the present agreement being husband of the **CONFIRMING PARTY NO-1** the said

: 4 :

Bernadetta R. Virnodkar alias Bernadetta Ferrao, as both married under regime of communion of assets as applicable to the state of Goa.

AND WHEREAS That, Vide Agreement for Development cum Exchange dated 16.10.2019, between the **OWNER , CONFIRMING PARTY NO 1 & 2** and the **BUILDER/PROMOTER**, which is duly registered in the Office of Sub Registrar of Bardez Mapusa -Goa, under Book – 1 Document, Registration No. BRZ-1-4029-2019, Dated, 16 December 2019 hereinafter referred to as the **Said Agreement**, the **BUILDER / DEVELOPER/PROMOTER**, have agreed to develop the portion of land admeasuring 2000 sqm out of the said **LARGER PROPERTY** by constructing residential multistoried buildings in the Portion of land admeasuring 2000 Square meters, on terms and conditions more particularly set out in the **said agreement**, and this portion of land is herein after referred to as **“THE SAID PROPERTY”**, and more particularly described in **Schedule-II** hereunder written and shown in red ink on Plan Annexed at **Annexure-2** and marked under letter **“A”**.

AND WHEREAS the remaining portion of the **“LARGER PROPERTY”** which shown in green ink on Plan Annexed at **Annexure-2** and marked under letter **“B”**, admeasuring 448 square meters in which consist a house bearing no-03/1 of the **OWNER** and which lies on the eastern side of the **LARGER PROPERTY**, and which is not the part of the Development, Shall be owned and remained in the possession of the **OWNER/ THE CONFIRMING PARTY NO 1 & 2** for all times to come and as such the prospective Purchaser/ Apartment Owners of the project **Marigold Floresta** or their Society /association to be formed after occupancy shall not have any right, liberty, privilege, claims, usury rights, possession, lawful ownership to this eastern portion of Land admeasuring 448sqm for all times to come in future.

AND WHEREAS The **BUILDER/SELLER/ PROMOTER** is entitled and authorized to construct buildings on **THE SAID PROPERTY** in accordance with the recitals stated hereinabove.

AND WHEREAS The **BUILDER/SELLER/PROMOTER** is in possession of **THE SAID PROPERTY**.

AND WHEREAS The **BUILDER /SELLER/PROMOTER** on basis of the **said Agreement** and as per their Scheme of Development is now taking up the

: 5 :

Development on **THE SAID PROPERTY** by constructing **ONE** multistoried Residential Building project, comprising of two wings Viz **Wing-1 & Wing - 2** as a single complex known as -**“MARIGOLD FLORESTA”** with certain value added facilities such as Club House, Children's Play Area, and other usual standard essential features which are common for the entire project.

AND WHEREAS The final Scheme of Development of **“MARIGOLD FLORESTA”** would be a part and parcel of the overall development of **THE SAID PROPERTY** as a single entity viz — **“MARIGOLD FLORESTA”** which inter alia includes facilities such as all internal roads, compound wall, Society Office/ Club House, children play area, garden, , sewerage treatment plant, planned and regulated entry and exit etc. to **THE SAID PROPERTY** for the beneficial use and enjoyment of the said facilities to all the Apartment purchasers .

AND WHEREAS The entire project **“MARIGOLD FLORESTA”** shall have **ONE Residential Building** comprising of two wings Viz **Wing-1 & Wing - 2 consisting** of 32 Apartments, along with one reserved stilted car parking / Open car parking slot for each Apartment depending on the allotment of slot at the time of signing of this agreement.

AND WHEREAS The **BUILDER/SELLER/ PROMOTER** has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS The **BUILDER/SELLER/ PROMOTER** has registered the Project **“MARIGOLD FLORESTA”** under the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules framed there under with the Real Estate Regulatory Authority at No Authenticated copy is attached at **Annexure-3**

AND WHEREAS The **BUILDER/SELLER/ PROMOTER** has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the **BUILDER/SELLER/ PROMOTER** accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings/ Wing-1 & Wing-2

: 6 :

AND WHEREAS The **BUILDER/SELLER/PROMOTER** by virtue of the **said Agreement** has sole and exclusive right to sell the Apartments in the said building/ Wing-1 & Wing-2 to be constructed by the **BUILDER/SELLER/PROMOTER** on **THE SAID PROPERTY** and to enter into Agreements with the Allotees/Purchasers of the Apartments and to receive the sale consideration in respect thereof, except the Apartments which are allotted to the **OWNER** in the **Said Agreement**.

AND WHEREAS The **BUILDER/SELLER/ PROMOTER** as per their Scheme of Development is taking up the construction of one residential Building comprising of two wings Viz Wing-1 & Wing- 2 as a part of its Development on **THE SAID PROPERTY** as per the plan annexed herein solely for the purpose of identification of the Scheme of Development and for that purpose has also obtained;

- (a) Conversion Sanad issued by the Collector North Goa at Mapusa under No. 4/65/CNV/AC-III/2019/150 dated 29/01/2020
- (b) Development permission to develop **THE SAID PROPERTY** issued by the North Goa Planning & Development Authority, Panjim-Goa (Mapusa Planning Area) vide: - Reference No NGPDA/M/1798/1435/20 Dated 25/06/2020
- (c) Construction License bearing No Licence No 21 dated 18/02/2021 pertaining to building issued by The Mapusa Municipal Council, of Mapusa of Bardez Taluka, Goa.

AND WHEREAS The PURCHASER/S/ALLOTEE/S has /have approached the **BUILDER/SELLER/PROMOTER** after having seen and verified all documents pertaining to the title of the **BUILDER/SELLER/ PROMOTER**, all plans, layout, specifications and as well as the overall Scheme of Development of **THE SAID PROPERTY** for Allotment/purchase of a Residential Apartment, in **"MARIGOLD FLORESTA"** being constructed on **THE SAID PROPERTY** in Wing "....." (hereinafter referred to as the **SAID WING**), situated on Floor and which Apartment is duly identified herein as Apartment No. in the plan annexed. The Apartment No. having a Carpet area ofsq. mtrs. along withsquare meters of exclusive balcony/verandah/walls/passage area appurtenant to the carpet area for the exclusive use of the **PURCHASER/S/ALLOTEE/S** and along with one reserved stilted car parking / Open car parking slot, hereinafter referred to as **"THE SAID APARTMENT"** more particularly

: 7 :

described in **SCHEDULE NO. III** hereinafter written.

The Carpet Area of the SAID APARTMENT as defined under clause (K) of section 2 of the Said Real Estate (Regulation and Development) Act 2016 is sqmtrs.

And whereas on demand from the PURCHASER/S ALLOTEE/S, the **BUILDER/SELLER/ PROMOTER** has given inspection to the PURCHASER/S/ALLOTEE/S of all the documents of title relating to **THE SAID PROPERTY** and the plans, designs and specifications prepared by the PROMOTER'S Architects Mr Sandip Sawant and of such other documents 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 the PURCHASER/S/ ALLOTEE/S has acknowledged the receipt of the same.

AND WHEREAS The authenticated copies of Certificate of Title issued by the Advocate/legal Practitioner of the **BUILDER/SELLER/ PROMOTER**, showing the nature of the title of the **BUILDER/SELLER/PROMOTER**, to **THE SAID PROPERTY** on which the Apartments are to be constructed have been annexed hereto at **ANNEXURE 4**.

AND WHEREAS The authenticated copies of the plans of the Layout as proposed by the **BUILDER/SELLER/ PROMOTER** and as approved by The North Goa Planning & Development Authority, Panjim-Goa (Mapusa Planning Area) and by Mapusa Municipal Council, Mapusa -Goa and according to which the construction of the building/ Wing-1 & Wing-2 and open spaces are proposed to be provided for on **THE SAID PROPERTY** have been annexed hereto at **ANNEXURE 5**

And whereas the authenticated copies of the plans and specifications of the SAID APARTMENT agreed to be purchased by the PURCHASER/S/ALLOTEE/S, as sanctioned and approved by The Mapusa Municipal Council, Mapusa-Goa forms a part of the Agreement.

And Whereas While sanctioning the said plans concerned competent authorities and/or Government has laid down certain terms conditions, stipulations and restrictions which are to be observed and performed by the **BUILDER/SELLER/ PROMOTER** while developing **THE SAID PROPERTY** and the building/Wings constructed thereon and upon due observance and performance of which only the completion or occupancy Certificate in respect of the said building/Wings shall be granted by the concerned competent authority.

AND WHEREAS The **BUILDER/SELLER/ PROMOTER** has accordingly commenced construction of the said buildings in **THE SAID PROPERTY** in accordance with the said proposed plans.

And whereas The **BUILDER/DEVELOPER/PROMOTER AND PURCHASER/S /ALLOTEE/S** 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 Note:- In respect of those Apartments located on the third floor of **WING-1/WING-2** the PURCHASER/S/ ALLOTEE/S of such Apartment have the right to exclusively possess, use and enjoy the open terrace space adjoining their respective Apartment/s to the extent of the carpet area along with the walls/parapet/railing appurtenant to the carpet area of the Such allotted terrace and so also with respect to other Wing in the project.

However, no construction is permitted nor any roof garden is allowed to be put up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.

And whereas Besides, in the scheme of things the BUILDER/SELLER/ PROMOTER shall construct a SOCIETY OFFICE / CLUB HOUSE as detailed in Section XII—CLUB HOUSE/SOCIETY OFFICE hereinafter which shall ultimately be transferred in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY for the beneficial use and enjoyment of all the Apartment Purchasers in the Said Complex **“MARIGOLD FLORESTA”**.

AND WHEREAS In Accordance with the terms and conditions set out in this Agreement, the BUILDER/SELLER/ PROMOTER hereby agrees to **allot/sell** the **SAID APARTMENT** inclusive of one tilted Car Parking Slot/ Open Car Parking Slot to the PURCHASER/S/ALLOTEE/S for a sum of...../- **(Rupees.....)** (along with a copy of the Occupancy Certificate in respect of the SAID BUILDING/**WING** including the SAID APARTMENT therein) and the PURCHASER/S/ALLOTEE/S hereby agree to purchase the SAID APARTMENT on the condition that the PURCHASER/S/ALLOTEE/S will bind himself/themselves under the terms and conditions of this Agreement for the

: 10 :

purchase of the SAID APARTMENT, more particularly described in **SCHEDULE III**.

And Whereas The PURCHASER/S/ALLOTTEE/S has/have agreed to pay the above said sum of/- (**Rupees**) for the **purchase** of the SAID APARTMENT as per the Mode of payment prescribed in SCHEDULE No. IV hereinafter written.

AND WHEREAS The PURCHASER/S /ALLOTTEE/S herein clearly understand/s and agree/s that construction of the residential building/ Wing-1 & Wing-2 with value added features as stated hereinabove shall constitute the over all development of **THE SAID PROPERTY** as a single entity viz **“MARIGOLD FLORESTA”**, which inter alia includes facilities such as Society Office/Club House, compound wall, children's play area, garden, planned and regulated entry and exit to **THE SAID PROPERTY** for the ultimate beneficial use and enjoyment of the said facilities to all the purchasers of flats under the scheme of development

AND WHEREAS, under section 13 of the **SAID ACT** the BUILDER/SELLER/PROMOTER is required to execute a written Agreement for sale of **SAID APARTMENT** with the PURCHASER/S/ALLOTTEE/S, being in fact these presents and also to register the **SAID AGREEMENT** under the Registration Act, 1908.

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, BUILDER/SELLER/ PROMOTER hereby agrees to sell and the PURCHASER/S/ALLOTTEE/S hereby agrees to purchase the **SAID APARTMENT**.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

I. PREMISES:

- (a) The BUILDER/SELLER/PROMOTER shall construct the SAID BUILDING/consisting of 1 No of stilt and 4 upper floors above the Stilt along with, on **THE SAID PROPERTY** in accordance with the Plans, designs and specifications as approved by the concerned competent authorities from time to time. Provided that the BUILDER/SELLER/ PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTTEE/S in respect of variations or modifications which may adversely affect the **SAID APARTMENT** of the PURCHASER/S/ALLOTTEE/S except any alteration or addition required

: 11 :

by any Government authorities or due to change in law.

- (b) THE PURCHASER/S/ALLOTEES/S having approached BUILDER/SELLER/ PROMOTER hereby agrees to purchase and acquire the SAID APARTMENT inclusive of one stilted Car Park/One Open Car park, as per the Scheme of development and the BUILDER/SELLER/PROMOTER hereby agrees to sell and transfer to the PURCHASER/S/ALLOTEE/S the SAID APARTMENT as per the Scheme of development having a carpet area approximately sq. mtrs . along with square meters of exclusive carpet area of balcony/verandah/passage and the walls/parapets/railings appurtenant to the carpet area of the SAID APARTMENT for the exclusive use of the PURCHASER/S/ALLOTEE/S as shown in the floor plan hereto annexed, for a sum consideration of Rs..... /-which includes the proportionate incidence of common areas and facilities appurtenant to the SAID APARTMENT, the nature, extent and description of the common areas and facilities which are more particularly described in Schedule **VI** annexed herewith exclusive of applicable taxes, duties, levies, fees, GST levies etc., due and payable (till the time of handing over of the possession of the **SAID APARTMENT**) in accordance with the mode of payment as stipulated in SCHEDULE-IV appended to this Agreement.

The total Aggregate consideration amount for the SAID APARTMENT including one car park is thus Rs

- (c) The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes 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 BUILDER/SELLER/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/S/ALLOTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the BUILDER/SELLER/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 PURCHASER/S/ALLOTEE/S, which shall only be applicable on

subsequentpayments. : 13 :

- (d) The BUILDER/SELLER/PROMOTER warrants that:
- i) They have rights and possession of the SAID PLOT and the individual Apartments constructed thereon at **"MARIGOLD FLORESTA"**.
 - ii) **The SAID APARTMENT** shall conform to the Standard Specifications detailed in SCHEDULE-V of this Agreement.
- e) The **BUILDER/SELLER/PROMOTER** shall confirm the final carpet area that has been allotted to the PURCHASER/S/ALLOTEE/S after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing detail of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the **BUILDER/SELLER/PROMOTER**. If there is any reduction in the carpet area within the defined limit then **BUILDER/SELLER/PROMOTER** shall refund the excess money paid by PURCHASER/S/ALLOTEE/S within forty-five days with annual interest at the rates specified in the rules, from the date when such an excess amount was paid by the PURCHASER/S/ALLOTEE/S. If there is any increase in the carpet area allotted to PURCHASER/S/ALLOTEE/S, the **BUILDER/SELLER/PROMOTER** shall demand additional amount from the PURCHASER/S/ALLOTEE/S 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 I (b) herein above of this Agreement.
- f) The PURCHASER/S/ALLOTEE/S authorizes the **BUILDER/SELLER/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 **BUILDER/SELLER/PROMOTER** may in its sole discretion deem fit and the PURCHASER/S/ALLOTEE/S undertakes not to object/demand/direct the **BUILDER/SELLER/PROMOTER** to adjust his payments in any manner.

- g) **The BUILDER/SELLER/PROMOTER** may allow, in its sole discretion, a rebate for early payments of equal installments payable by the PURCHASER/S/ALLOTEE/S on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an PURCHASER/S/ALLOTEE/S by the **BUILDER/SELLER/PROMOTER**

II. CONSIDERATION:

- (a) In consideration of the purchase of the SAID APARTMENT inclusive of the Stilted Car Park / One Open Car park denoted under No. as shown on the plan annexed to this Agreement, the PURCHASER/S/ALLOTEE/S agree to pay a sum of **Rs.** exclusive of applicable taxes such as GST, duties, levies, fees, deposits etc., specified in clause VI a, b, and c, hereinafter written but includes infrastructure tax and as per the mode of payment specified in SCHEDULE No. IV to be in line with the progress of construction provided therein.
- (b) A sum of Rs/- will be kept as an Earnest Money Deposit (**EMD**) Component.
- (c) Time is essence for the BUILDER/SELLER/PROMOTER as well as the PURCHASER/S/ALLOTEE/S. The BUILDER/SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over **THE SAID APARTMENT** to the PURCHASER/S/ALLOTEE/S and the common area to the association of the PURCHASER/S/ALLOTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the BUILDER/SELLER/PROMOTER as per the Agreement. Similarly, the PURCHASER/S/ALLOTEE/S shall Make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the BUILDER/SELLER/PROMOTER as provided in the Payment Schedule.

- (d) **The BUILDER/SELLER/ PROMOTER** declares that the Floor Area Ratio (F.A.R) available on date in respect of the SAID PROPERTY is and the BUILDER/SELLER/PROMOTER has currently planned to utilize and has disclosed F.A.R of as proposed to be utilized by him, and PURCHASER/S ALLOTEE/S have agreed to purchase THE SAID APARTMENT based on the proposed construction and sale of apartments to be carried out by the **BUILDER/SELLER/PROMOTER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **BUILDER/SELLER/PROMOTER** only.
- (e) THE PURCHASER/S/ALLOTEE/S agrees to pay to the **BUILDER/SELLER/PROMOTER** interest as specified, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER. Without prejudice to the right of BUILDER/SELLER/PROMOTER to charge interest on the delayed payment on the PURCHASER/S/ALLOTEE/S committing default in payment on due date of any amount due and payable by the PURCHASER/S/ALLOTEE/S to the **BUILDER/SELLER/PROMOTER** under this Agreement (including his/her proportionate share of taxes and other outgoings) and on the PURCHASER/S/ALLOTEE/S committing three defaults in payment of any of the installments in SCHEDULE No. IV on their respective due dates, time being the essence of this Agreement, and/or in observing and performing any of the terms and conditions of this Agreement, the **BUILDER/SELLER/PROMOTER** shall without prejudice to the other rights reserved, be at liberty to terminate this Agreement. Provided the **BUILDER/SELLER/PROMOTER** shall give a prior written notice of fifteen days by Registered Post A/D at the address provided by the PURCHASER/S/ALLOTEE/S or mail at the e-mail address provided by the PURCHASER/S/ALLOTEE/S of his/her/their 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 PURCHASER/S/ALLOTEE/S fails to rectify the breach or breaches mentioned by the PURCHASER/S/ALLOTEE/S within the period of notice then at the end of such notice period, BUILDER/SELLER/PROMOTER shall be entitled to terminate this Agreement.

The BUILDER/SELLER/PROMOTER shall, however, on such termination, refund to the PURCHASER/S/ALLOTEE/S (subject to adjustment and recovery of any agreed amount such as EMD component of **Rs...../-** but without any further amount by way of interest or otherwise) **within a period of 60 days, amounts** which may have till then been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER and the BUILDER/SELLER/PROMOTER shall not be liable to pay to the PURCHASER/S/ALLOTEE/S any interest on the amount so refunded.

- (f) On the BUILDER/SELLER/PROMOTER terminating this Agreement under this clause, the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose of the SAID APARTMENT to any other person/so fits choice as the BUILDER/SELLER/PROMOTER deem fit, and for such consideration as the BUILDER/SELLER/PROMOTER may determine and the PURCHASER/S/ALLOTEE/S shall not be entitled to question this act of the BUILDER/SELLER/PROMOTER or to claim any amount from the BUILDER/SELLER/PROMOTER by way of compensation or otherwise.
- (g) The **BUILDER/SELLER/PROMOTER** shall have control over the SAID APARTMENT being the owner thereof till such time the payment of the entire amount which the PURCHASER/S/ALLOTEE/S is/are or may be found liable to pay to the **BUILDER/SELLER/PROMOTER** under the terms and conditions of this Agreement is realized.
- (h) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the **BUILDER/SELLER/PROMOTER** in the SAID BUILDING and the SAID APARTMENT as are set out in Annexure annexed hereto.

III. DELIVERY, USE AND MAINTENANCE OF THE SAID APARTMENT:

- (a) The BUILDER/SELLER/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 competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, obtain from the concerned competent

: 18 :

authority occupancy and/or completion certificates in respect of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT for use and occupation to the PURCHASER/S/ALLOTEE/S on or before _____ day of _ 20 PROVIDED;

- i) full consideration and all the amounts due and payable by the PURCHASER/S/ALLOTEE/S under this Agreement have been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER promptly and
- ii) The PURCHASER/S/ALLOTEE/S signs and executes all applications and documents required for the formation of the SOCIETY/ ENTITY/ GENERAL SOCIETY as may be decided by the BUILDER/SELLER/PROMOTER in his capacity as a CHIEF PROMOTER as envisaged hereinafter under this Agreement.
- (b) The BUILDER/SELLER/PROMOTER shall upon receipt of the requisite Occupancy Certificate and payment made by the PURCHASER/S/ALLOTEE/S as per the Agreement by a notice in writing intimate the PURCHASER/S/ALLOTEE/S, to take delivery and possession of the SAID APARTMENT within **30 days** from the date of receipt of such notice and the BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S failing which the PURCHASER/S/ALLOTEE/S shall be deemed to have taken possession and delivery of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER agrees and undertakes to indemnify the PURCHASER/S/ALLOTEE/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the BUILDER/SELLER/PROMOTER.
- c) upon receiving a written intimation from the BUILDER/SELLER/PROMOTER the PURCHASER/S/ALLOTEE/S shall take possession of the SAID APARTMENT from the BUILDER/SELLER/PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified as per the Agreement within **30 days** of the written notice/intimation from the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S intimating that the SAID APARTMENT is ready for use and occupancy and the BUILDER/SELLER/PROMOTER

: 19 :

shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S.

The PURCHASER/S/ALLOTEE/S agrees to pay the maintenance charges as determined by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be.

In case the PURCHASER/S/ALLOTEE/S fails to take possession within **30 days** of the written notice/intimation from the BUILDER/SELLER/PROMOTER, then the PURCHASER/S/ALLOTEE/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project **“MARIGOLD FLORESTA”** and the buildings constructed thereon.

The responsibility / liability for maintenance of the SAID APARTMENT in **“MARIGOLD FLORESTA”** shall be of the respective purchasers and also the maintenance cost proportionate to the extent of the **carpet area** of the Apartments towards the common amenities provided in **“MARIGOLD FLORESTA”** shall solely be that of the respective Purchaser/s.

- d) The BUILDER/SELLER/PROMOTER upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT in accordance with the Agreement in all aspects and shall not be responsible in any manner whatsoever, if the PURCHASER/S/ALLOTEE/S delay/s taking delivery of the SAID APARTMENT.
- e) The BUILDER/SELLER/PROMOTER shall not incur any liability if they are unable to deliver possession of the SAID APARTMENT by the date stipulated in Clause No. III(a) herein above if the completion is delayed for reason of war, civil commotion or any act of God or if non- delivery of possession arising out of or as a result of any notice, order, rule or notification/ approval of the Government, agitation or any other Public or Competent Authority, and Court or for any other reason beyond the control of BUILDER/SELLER/PROMOTER and in any of the aforesaid events the BUILDER/SELLER/PROMOTER shall be entitled to an extension of time corresponding to the extent of the length of such event for delivery of possession of the SAID APARTMENT.

: 20 :

- f) If the BUILDER/SELLER/PROMOTER fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER agrees to pay to the PURCHASER/S/ALLOTEE/S, who does not intend to withdraw from the project, interest as specified, in the rules on all the amounts paid by the PURCHASER/S/ALLOTEE/S, for every month of delay, till the handing over of the possession.
- g) If for reasons other than those in clause No. III (e) above, the BUILDER/SELLER/PROMOTER is unable to or fails or neglects to give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S within the dates specified in Clause No. III (a) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER/S/ALLOTEE/S shall be entitled to give notice to the BUILDER/SELLER/PROMOTER terminating the Agreement, in which event, the BUILDER/SELLER/PROMOTER shall on demand refund to the PURCHASER/S/ALLOTEE/S the amounts already received by him/her/them in respect of the SAID APARTMENT **with interest as specified in the rule** from the date of receipt of each amount till repayment.
- h) The BUILDER/SELLER/PROMOTER shall also pay to the PURCHASER/S/ALLOTEE/S by way of liquidated damages in respect of such termination an amount of Rs.15,000/- as a full and final claim. Neither party shall have any other claim/s or reliefs including the claims on the basis of mental agony or otherwise against the other in respect of the non-delivery of the SAID APARTMENT or arising out of this Agreement and the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose off the SAID APARTMENT to any other person/s for such consideration and upon such terms and conditions as the BUILDER/SELLER/PROMOTER may deem fit.
- i) The PURCHASER/S/ALLOTEE/S shall use the SAID APARTMENT or any part thereof for the purpose of residence or for any purpose which is permissible as per the prevailing laws. The PURCHASER/S/ALLOTEE/S shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said

Complex “**MARIGOLD FLORESTA**”. In case the ALLOTEE/S desire to let out the SAID APARTMENT on rent/lease, then in such event the PURCHASER/S/ALLOTEE/S shall fulfill all requirements as per law in force as applicable for leasing out premises including obtaining permission from the Police Department. The PURCHASER/S/ALLOTEE/S shall indemnify the BUILDER/SELLER/PROMOTER of any consequences arising out of such event. The number of people accommodated shall not exceed the norms specified by the authorities. The said tenant shall behave in such manner which is not obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause an nuisance or inconvenience to the other Apartment Purchaser/s in the said Complex “**MARIGOLD FLORESTA**”.

- k) The PURCHASER/S/ALLOTEE/S shall not let, sub-let, sell, transfer, assign or part with their interest or benefit factor of this Agreement or part with possession of the SAID APARTMENT or parking area/slot until all the dues payable by them to the BUILDER/SELLER/PROMOTER under this Agreement are fully paid up and that too only if the PURCHASER/S/ALLOTEE/S have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain/s the previous consent in writing of the BUILDER/SELLER/PROMOTER.

IV. **DEFECTS/DEFICIENCY-EXTENT OF COVERAGE:**

- (a) If within a period of five years from the date of handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the PURCHASER/S/ALLOTEE/S brings to the notice of the **BUILDER/SELLER/PROMOTER** any structural defect in the SAID APARTMENT or the SAID BUILDING/ WING in which the SAID APARTMENT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **BUILDER/SELLER/PROMOTER** at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S/ALLOTEE/S shall be entitled to receive from the **BUILDER/SELLER/PROMOTER**, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/S/ALLOTEE/S carry out any work within the SAID APARTMENT after taking possession resulting in cracks and dampness or any other defect within or to the adjoining Apartment/s then in such an event the **BUILDER/SELLER/PROMOTER** shall not be liable

: 22 :

to rectify or pay compensation but the **BUILDER/SELLER/PROMOTER** may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduit etc cannot be considered as defective work.

- (b) The **BUILDER/SELLER/PROMOTER** shall not be responsible for absorption of certain colour pigments resulting in stains by vitrified tiles and consequently the PURCHASER/S/ALLOTEE/S are advised to avoid spillage of colour pigment, turmeric, Vermillion Powder etc on tiles.
- (c) 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 SAID APARTMENT shall equally be applicable to and enforceable against any subsequent Allottee/s. In case of a transfer, as the said obligation go along with SAID APARTMENT for all intents and purposes.
- (d) The PURCHASER/S/ALLOTEE/S himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the BUILDER/SELLER/PROMOTER as follows:
 - i) The PURCHASER/S/ALLOTEE/S shall from the date of possession maintain the SAID APARTMENT, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT or to the SAID BUILDING/WING in which the SAID APARTMENT is situated and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Municipal Council or any other Authority or change/alter or make addition in or to the building in which the SAID APARTMENT is situated and the SAID APARTMENT itself for any part thereof without the consent of the local authorities, if required and shall attend to and answer and will be responsible for all actions and violation of any such

conditions or rules or bye-laws.

- ii) Not to store in the SAID APARTMENT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the SAID BUILDING/ WING in which the SAID APARTMENT is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the SAID BUILDING/WING in which the SAID APARTMENT is situated, including entrances of the SAID BUILDING/WING in which the SAID APARTMENT is situated and in case any damage is caused to the SAID BUILDING/WING in which the SAID APARTMENT is situated or the SAID APARTMENT on account of negligence or default of the PURCHASER/S/ALLOTEE/S in this behalf, the PURCHASER/S/ALLOTEE/S shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the SAID APARTMENT and maintain the SAID APARTMENT in the same condition, state and order in which it was delivered by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S and shall not do or suffer to be done anything in or to the SAID BUILDING in which the SAID APARTMENT is situated or the SAID APARTMENT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/S/ALLOTEE/S committing any act in contravention of the above provision, the PURCHASER/S/ALLOTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the SAID APARTMENT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID APARTMENT or any part thereof, nor any alteration in the elevation and outside colour scheme of the SAID BUILDING in which the SAID APARTMENT is situated and shall keep the portion, sewers, drains and pipes in the SAID APARTMENT and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the SAID BUILDING in

: 24 :

which the SAID APARTMENT is situated and shall not chisel or in any other manner caused damage to columns, beams, walls, slabs or RCC, RCC Walls or other structural members in the SAID APARTMENT without the prior written permission of the BUILDER/SELLER/PROMOTER and/or the Society or the Association.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the SAID BUILDING/WING in which the SAID APARTMENT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID APARTMENT in the compound or any portion of the project land and the building in which the SAID APARTMENT is situated
- vii) The PURCHASER/S/ALLOTEE/S shall permit the BUILDER/SELLER/PROMOTER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID APARTMENT or any part thereof at all reasonable times to view and examine the state and condition thereof and the PURCHASER/S/ALLOTEE/S shall consent, within three days of the BUILDER/SELLER/PROMOTER giving a notice in writing to the PURCHASER/S/ALLOTEE/S, to that effect, to attend to all defects, decay and requirements of repair, and also for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID BUILDING/WING, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by and under this Agreement.
- viii) The PURCHASER/S/ALLOTEE/S 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

: 25 :

time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules , Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public Bodies. The PURCHASER/S/ALLOTEE/S 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 Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

V. ALLOTMENT OF CAR PARKING AREA/SLOT:

- a) The PURCHASER/S/ALLOTEE/S along with the SAID APARTMENT has been allotted the Stilted Car Park/Open Car Park denoted under **No.....** as shown on the plan annexed to this Agreement.
- b) During the subsequent sale of the SAID APARTMENT by the PURCHASER/S/ALLOTEE/S the same shall be along with the car park allotted so far in relation to the subsequent Purchaser/s of this SAID APARTMENT wherein the BUILDER/SELLER/PROMOTER is going to be a Confirming Party along with the SOCIETY/ ENTITY/ GENERAL SOCIETY.
- c) The PURCHASER/S/ALLOTEE/S to whom the stilted car parking/Open car parking area/slot is provided by the BUILDER/SELLER/PROMOTER agrees and undertakes not to sub-let or alienate or create any kind of interest, to any other person of the Stilted Car Parking slot/Open Car Parking Slot independently of the SAID APARTMENT owned by the PURCHASER/S/ALLOTEE/S. The PURCHASER/S/ALLOTEE/S agree/s and undertakes not to enclose or put any barricades in any manner in respect of the stilted car parking/Open Car Parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the PURCHASER/S/ALLOTEE/S to the satisfaction of the BUILDER/SELLER/PROMOTER

VI. TAXES AND OUTGOINGS:

: 26 :

- (a) All applicable taxes, development/betterment charges or deposits including, **G.S.T.** shall be payable by the PURCHASER/S/ALLOTEE/S. G.S.T. levied shall be payable by the PURCHASER/S/ALLOTEE/S as per the stipulated percentage of the sale consideration as applicable.

From the date of taking over possession of the SAID APARTMENT the

PURCHASER/S/ALLOTEE/S shall be liable to pay the house tax and all other taxes, charges, assessments, levies etc by whatever name called. The BUILDER/SELLER/PROMOTER shall not be responsible for any default in payment of such taxes thereafter.

- c) Within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, the PURCHASER/S/ALLOTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID APARTMENT) of outgoingssuch as local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, caretaker, sweepers and all other expenses necessary and incidental to the management and maintenance of the project **MARIGOLD FLOREST.**

VII. VARIATION IN PLANS:

- (a) The BUILDER/SELLER/PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASER/S/ALLOTEE/S except any alteration or addition required by any Government authorities or due to change in law.
- (b) under no circumstances the PURCHASER/S/ALLOTEE/S shall be permitted to make any structural changes or any other change in the SAID APARTMENT nor any such request shall be entertained from the PURCHASER/S/ALLOTEE/S. In the event the PURCHASER/S/ALLOTEE/S desire/s to make any changes or additions within the SAID APARTMENT to the Standard Specifications detailed in SCHEDULE No. V hereafter written, subject to the overall approval of the authorities concerned, then in such an event the

: 27 :

BUILDER/SELLER/PROMOTER shall not be responsible for the functional effectiveness and efficacy of the extra item of work.

VIII. FORMATION OF ENTITY:

- a) The BUILDER/SELLER/PROMOTER shall form an ASSOCIATION/ ENTITY within 3 months from the date on which at least 51 percent of the total number of allottees in the project **MARIGOLD FLORESTA** have booked their Apartment. Upon realization by the BUILDER/SELLER/PROMOTER of the full payment of the amounts due and payable to them by all the Purchasers of all the Apartments in **THE SAID PROPERTY** the BUILDER/SELLER/PROMOTER shall facilitate the PURCHASER/S/ALLOTEE/S along with other allottee(s) in his capacity as CHIEF PROMOTER (being Owner / Developer / Promoter of the SAID PLOT in forming and registering an Apex Body in the form of SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY / Maintenance Society consisting of all such entities and the PURCHASER/S/ALLOTEE/S along with the other Allottee/s of Apartments shall join in forming and registering the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to be known by such name as the BUILDER/SELLER/PROMOTER may decide for owning and/or maintaining the SAID PROPERTY/Developed Area and in getting conveyed **THE SAID PROPERTY**, in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY within 3 months of obtaining Occupancy Certificate or alternatively in the event the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is not formed, agree to get conveyed the undivided impartible and proportionate share in **THE SAID PROPERTY**, corresponding to the extent of the holdings of the respective Apartment proportionate to the carpet up area in the names of all the Purchasers and further assist in the formation of GENERAL SOCIETY for the purpose of maintenance/upkeep of the Buildings and Complex in **THE SAID PROPERTY**, and for this purpose the PURCHASER/S/ALLOTEE/S shall 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/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and for becoming a member, including the bye-laws of the proposed Society and duly fill in,

: 28 :

sign and return to the BUILDER/SELLER/PROMOTER within seven days of the same being forwarded by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S, so as to enable the BUILDER/SELLER/PROMOTER to register the common organization of the Allottees. No objection shall be taken by the PURCHASER/S/ALLOTEE/S, 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.

- b) The PURCHASER/S/ALLOTEE/S at the time of taking over of the possession of the SAID APARTMENT shall deposit with the BUILDER/SELLER/PROMOTER the amount corresponding to the Stamp duty and Registration charges as applicable for the execution of the Deed of Sale at the time of the handing over of the possession of the SAID APARTMENT as also towards Drafting and finalization of the Deed of Sale and towards legal expenses and Advocates fees to enable the BUILDER/SELLER/PROMOTER to finalize the Deed of Sale as and when deemed fit. It is however clearly understood that in case of there being any difference in the Stamp duty and registration charges, the difference in the same shall be payable/refundable to the PURCHASER/S/ALLOTEE/S.
- (c) The PURCHASER/S/ALLOTEE/S and the person/s to whom the SAID APARTMENT is /are let, sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as may be applicable from time to time (as and when formed).
- (d) The PURCHASER/S/ALLOTEE/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the BUILDER/SELLER/PROMOTER and of the other Apartment purchasers in **“MARIGOLD FLORESTA”** Complex.
- e) In the event a SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and/or registered well before the completion of all the Buildings in **“MARIGOLD FLORESTA”** COMPLEX, i.e., well before the completion of the Scheme of Development, the SOCIETY /ENTITY/ GENERAL SOCIETY and the ALLOTEE/S together with other Apartment purchasers shall be subject to the overall authority and control of the BUILDER/SELLER/PROMOTER in respect of any matter concerning **THE SAID PROPERTY** or the SAID APARTMENT or the said WING / COMPLEX **“MARIGOLD FLORESTA”** or this Agreement.

- f) The BUILDER/SELLER/PROMOTER shall be in absolute control of unsold Apartments in-**"MARIGOLD FLORESTA"** COMPLEX.
- g) All papers pertaining to the admission to the SOCIETY/ ENTITY/ GENERAL SOCIETY and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall be prepared by the Advocate of the BUILDER/SELLER/PROMOTER.
- h) The PURCHASER/S/ALLOTEE/S shall pay to the BUILDER/SELLER/PROMOTER their proportionate share for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the BUILDER/SELLER/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.

IX. UPKEEP OF COMMON AMENITIES AND EXPENDITURE
RELATING THERETO

- (a) It is clearly agreed and understood that the responsibility / liability with respect to the common amenities of **"MARIGOLD FLORESTA"** is exclusively that of the Purchaser/s (including the PURCHASER/S/ALLOTEE/S herein) of various premises in **"MARIGOLD FLORESTA"** and or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.
- (b) The PURCHASER/S/ALLOTEE/S of Apartment shall deposit with the BUILDER/SELLER/PROMOTER as under;
 - i) **Rs.15,000/-** as initial deposit towards defraying the expenses as referred to in Clause IX (c) herein below
 - ii) **Rs.1,000/-** as membership of the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY

- c) The PURCHASER/S/ALLOTEE/S agree/s and bind/s himself/ themselves to contribute to the BUILDER/SELLER/PROMOTER such amount as may be decided by the BUILDER/SELLER/PROMOTER till the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and furthermore to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY such amount as may be decided by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation as the case may be for the upkeep / governance and proper maintenance of **THE SAID PROPERTY** and the building /Wing/s including the maintenance of common lights, water charges, watchman's remuneration, maintenance of open spaces garden, lift and caretaker's salary etc irrespective of the use of these value additions by the owners of the Apartments. The obligation to pay shall start within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy. The BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be, Depending upon the circumstances, shall be empowered to delete from or add any item for better governance of THE **SAID PROPERTY** as they may deem fit and proper depending upon the exigencies of the situation from time to time.
- (d) Provided, further, the PURCHASER/S/ALLOTEE/S within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy shall be required to pay to the BUILDER/SELLER/PROMOTER maintenance charges of Rs...../- (Rupees Only) per quarter, due and payable in advance by the 5th of every quarter, Plus the GST charges levied by the competent authorities being the obligatory maintenance, charges and expenses of the PURCHASER/S/ALLOTEE/S share towards expenses incurred or and to be incurred in terms of Clause IX(c) referred herein above. At the time of handing over of the possession of the SAID APARTMENT maintenance charges pertaining to two quarters will be collected in advance.

It is further agreed by and between the Parties herein that the BUILDER/SELLER/PROMOTER shall operate a separate account (S.B./Current Account) in a Nationalized Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by the BUILDER/SELLER/PROMOTER in Trust till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and shall utilize the amounts only for the purpose for which they have been received.

- (e) The Maintenance charges levied and collected at a prescribed rate as envisaged in clause IX (d) above from the Purchasers including the PURCHASER/S/ALLOTEE/S herein shall also be put into the aforesaid account in order to facilitate the BUILDER/SELLER/PROMOTER to operate and effect payment towards maintenance/upkeep as and when required till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed as stated hereinabove.
- (f) The BUILDER/SELLER/PROMOTER shall invest the surplus funds, if any and if available, in the form of fixed Deposits in a Nationalized Bank only and the interest accrued thereon as per the prevailing rate at that time shall be ploughed back into the separate and exclusive account in Trust maintained for this purpose as stated hereinabove.
- (g) The BUILDER/SELLER/PROMOTER hereby agree, undertake and bind themselves to transfer the Funds available in the aforesaid account (F.D.Account) along with the interest accrued thereon from time to time after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/ LIMITED COMPANY, as the case may be as per the balance amount remaining in the Banker's record along with an audited statement of account.
- (h) The BUILDER/SELLER/PROMOTER also hereby agree to handover the balance amount with him as stated in Clause IX(d) maintained in the S.B./Current Account after deductions, if any, after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.

X. DISCLAIMER:

- (a) It is hereby declared by both the Parties herein that after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and the transfer of funds as envisaged in Clause IX (g) and (h), the PURCHASER/S/ALLOTEE/S and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall alone be liable to pay all the aforementioned expenses, charges, dues, taxes, levies, statutory or otherwise, by whatever name called. The BUILDER/SELLER/PROMOTER shall not be responsible for any default in payment of such payments thereafter, vicariously or otherwise.
- (b) It is clearly agreed and understood by the PURCHASER/S/ALLOTEE/S that the BUILDER/SELLER/PROMOTER's responsibility during the above period till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed shall only be to the extent of payment of the above expenses only and the BUILDER/SELLER/PROMOTER shall not be held responsible for any accidents or thefts occurring within the precincts of **"MARIGOLD FLORESTA"** or the Complex **"MARIGOLD FLORESTA"**.

XI. INCREASE IN MAINTENANCE DEPOSIT ETC.

If the BUILDER/SELLER/PROMOTER till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation, is of the opinion that the amount fixed herein above will not be sufficient for proper governance and upkeep of **THE SAID PROPERTY ("MARIGOLD FLORESTA"** Complex) including the Buildings thereon, then in such a situation the BUILDER/SELLER/PROMOTER and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY (as the case may be) shall have the power to increase the maintenance deposit with prior intimation to the PURCHASER/S/ALLOTEE/S and the Purchaser/s/Allotee/s shall pay the same within 15 days from the date of such intimation and

: 34 :

monthly recurring obligatory maintenance charge thereafter as per the revised rate and the decision of the BUILDER/SELLER/PROMOTER and/or SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY in this regard as the case may be shall be final, conclusive and binding on the PURCHASER/S/ALLOTEE/S herein and all the purchasers of Apartments. Failure to pay to the BUILDER/SELLER/PROMOTER and/or the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY (as the case may be) as stipulated herein above, shall attract payment of simple interest of 12% (Twelve percent) per annum on the amount due and payable effective from the respective date till it is paid or realized. It is not obligatory for the BUILDER/SELLER/PROMOTER or SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to demand the same in writing, although a notice may be sent to remind the PURCHASER/S/ALLOTEE/S only as a matter of courtesy.

XII. CLUB HOUSE/SOCIETY OFFICE:

- (a) The BUILDER/SELLER/PROMOTER shall construct a CLUB HOUSE in **MARIGOLD FLORES TACOMPLEX**. The said CLUB HOUSE shall ultimately be transferred to the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for the beneficial use of all the Apartment purchasers. The CLUB HOUSE shall comprise of , Indoor games section (carom and chess only) a small space to accommodate a table and chair for Society office and toilet facility. The PURCHASER/S/ALLOTEE/S shall be entitled to use the Club House and garden provided by the BUILDER/SELLER/PROMOTER, and such uses shall be at the sole responsibility and risk of the PURCHASER/S/ALLOTEE/S or PURCHASER/S/ALLOTEE/S's family members and they shall abide by the rules and regulations framed by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for this purpose from time to time.

- b) All the purchasers of the Apartment including the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT are entitled to the

: 35 :

Membership of the said SOCIETY OFFICE/CLUB HOUSE located On the GROUN FLOOR OF WING-1 . The maintenance charges towards the SOCIETY OFFICE/CLUBHOUSE shall also be payable by each of the PURCHASER/S/ALLOTEE/S OF A PARTMENT initially at the rate of Rs. **400/-** per Apartment per month, (for the time being) towards upkeep and maintenance of the facilities, staff salary of the SOCIETY OFFICE/CLUB HOUSE, Electricity Consumption, Water Consumption, Equipment Maintenance Charges etc. The use of SOCIETY OFFICE/CLUB HOUSE will be restricted only to the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT and his/her family members. The maintenance charge is due and payable within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, which may be raised depending upon the input costs and other services from time to time.

The Maintenance charges of the SOCIETY OFFICE/CLUB HOUSE shall be payable on quarterly basis in advance i.e. presently **Rs. 400/- per month x 3 months = Rs. 1200/-**.

The PURCHASER/S/ALLOTEE/S undertakes to follow all the safety measures and practices while using the SOCIETY OFFICE/CLUB HOUSE and shall be fully responsible for his/hers safety or for any unforeseen mishaps while using the SOCIETY OFFICE/CLUB HOUSE and the BUILDER/SELLER/PROMOTER will in no way be responsible or liable for any mishaps occurring to the PURCHASER/S/ALLOTEE/S and his/her/family members while using the SOCIETY OFFICE/Club House

Further, the PURCHASER/S/ALLOTEE/S undertakes to fully abide by the rules and regulations and other guidelines for the usage of the CLUB HOUSE/SOCIETY OFFICE area, and to take adequate care and precaution of his/her/their children below the age of 12 years and to ensure that the children would be accompanied either by him/her/them or an adult member of the family while making use of CLUB HOUSE/SOCIETY OFFICE

XIII. GENERAL:

- (a) The PURCHASER/S/ALLOTEE/S hereby confirm having taken inspection, to his/their full satisfaction, of the requisited documents of title to **THE SAID PROPERTY** and of the plans/ approvals/ license relating to **THE SAID PROPERTY** or SAID APARTMENT or the Complex **“MARIGOLD FLORESTA”**.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that, in respect of those Apartments located on the Third floor the purchaser/s/allotee/s of such Apartment have the (optional) right to exclusively possess use and enjoy the open terrace space adjoining their respective Apartment/s to the extent of the built up area of the Open Terrace. Similarly with respect to the terraces of the building/ Wing/s of the said phase the purchaser/s/allotee/s shall have the (optional) right to exclusively possess use and enjoy the open terrace space. However, no construction is permitted nor any roof garden is allowed to be put-up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.

- (b) The BUILDER/SELLER/PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in **THE SAID PROPERTY** and/or in the **“MARIGOLD FLORESTA”**, provided it does not in any way affect or prejudice the right of the PURCHASER/S/ALLOTEE/S in respect of the SAID APARTMENT.
- (c) The PURCHASER/S/ALLOTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/SELLER/PROMOTER may require from them from time to time in this behalf for safeguarding, inter alia, the interest of the BUILDER/SELLER/PROMOTER and the PURCHASER/S/ALLOTEE/S as well.
- (d) That all notices to be served on the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S/ALLOTEE/S or the BUILDER/SELLER/PROMOTER by Registered Post A.D. or notified Email ID/Under Certificate of

Posting/Courierserviceagencyattheirrespectiveaddressesspecified
below:

.....
.....

It shall be the duty of the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER to inform each other of any change in address subsequent of the execution of this Agreement and the parties shall from time to time notify any change in his/her/their address. Any letters, reminders, notices, documents, papers etc. sent at the aforesaid notified address or at the changed address by hand delivery or Registered A.D. or Under Certificate of Posting or through a couriers service agency, or email shall be deemed to have been lawfully served to the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER as the case may be.

- (e) The PURCHASER/S/ALLOTEE/S hereby give/s his/their express consent to the BUILDER/SELLER/PROMOTER to raise any loans against **THE SAID PROPERTY** and/or **“MARIGOLD FLORESTA”** and/or the Complex **“MARIGOLD FLORESTA”** and to charge/mortgage the same with any Bank or Banks or any other Party. This consent is however on the express understanding that the BUILDER/SELLER/PROMOTER shall ensure to have any such charge/mortgage on the SAID APARTMENT completely vacated before the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S for delivery and possession under this Agreement.
- (f) In the event the PURCHASER/S/ALLOTEE/S chooses to transfer his SAID APARTMENT to any Third Party, in the intervening period till such time the possession of the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER shall be entitled to receive from the PURCHASER/S/ALLOTEE/S, 10% of the sale consideration of this Transfer (Agreement) as Transfer charges and in addition the

: 38 :

PURCHASER/S/ALLOTEE/S shall pay a sum of Rs.7,500/- (Rupees
Seventhousandfivehundredonly)pertransactionastransactionfee to
meet the Professional charges of the Advocate. Further, the
BUILDER/SELLER/PROMOTER shall be a CONFIRMING PARTY in the
subsequent agreement of transfer, as above interest, effect any sale,
conveyances, assignment, etc., ofthe SAID APARTMENT.

- (g) In case of transfer of premises by the PURCHASER/S/ALLOTEE/S to the Third Party, the PURCHASER/S/ALLOTEE/S undertakes to introduce the prospective buyer to the BUILDER/SELLER/PROMOTER and undertake to obtain consent of the BUILDER/SELLER/PROMOTER for the said transfer.
- (h) The word PURCHASER/S/ALLOTEE/S shall mean and include its plural form in case of there being more than one PURCHASER/S/ALLOTEE/S and shall also mean either of the genders i.e either in the masculine form or in the feminine form, or the firm/Company/Association/HUF depending upon the names of the PURCHASER/S/ALLOTEE/S as mentioned in the Agreement.
- (i) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APARTMENT or of **THE SAID PROPERTY** or the SAID BUILDING/WING/ or any part thereof. The PURCHASER/S/ALLOTEE/S shall have no claim save and except in respect of the SAID APARTMENT thereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the BUILDER/SELLER/PROMOTER until **THE SAID PROPERTY** and the structure of the buildings is transferred to the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED.
- (j) After the BUILDER/SELLER/PROMOTER executes this Agreement he shall not mortgage or create a charge on the SAID APARTMENT and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S/ALLOTEE/S who has taken or agreed to take the SAID APARTMENT.

- (k) Entire Agreement:- This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID APARTMENT/SAID PLOT/SAID BUILDING/WING/S / **THE SAID PROPERTY**, as the case maybe.
- (l) Right to amend This Agreement may only be amended through written consent of the Parties.
- (m) Severability.—If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- (n) Method of calculation of proportionate share wherever referred to in the agreement.—Wherever in this Agreement it is stipulated that the PURCHASER/S/ALLOTTEE/S has to make any payment, in common with other Allottee(s) in Project MARIGOLD FLORESTA the same shall be in proportion to the carpet area of the SAID APARTMENT to the total carpet area of all the Apartments in the Project MARIGOLD FLORESTA
- (o) Further assurances— Both Parties agree that they shall execute, acknowledge and deliver to the others such instruments and take such other actions, in addition 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.

- (p) Place of execution.— The execution of this Agreement shall be complete only upon its execution by the BUILDER/SELLER/PROMOTER through its authorized signatory at the BUILDER/SELLER/PROMOTER's office, or at some other place, which may be mutually agreed between the BUILDER/SELLER/PROMOTER and the PURCHASER/S/ALLOTEE/S, after the Agreement is duly executed by the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/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 **Mapusa-Goa**.

The PURCHASER/S/ALLOTEE/S and/or BUILDER/SELLER/PROMOTER shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the BUILDER/SELLER/PROMOTER will attend such office and admit execution thereof.

- (q) Joint allottees. That in case there are Joint Allottees all communications shall be sent by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.
- (r) Stamp Duty and Registration. —The charge towards stamp duty and Registration of this Agreement and further sale deed of the said Apartment if executed in name of the Purchaser/s/Allottee/s individually shall be borne by the PURCHASER/S/ALLOTEE/S.

**XIV REPRESENTATIONS AND WARRANTIES OF THE BUILDER/ SELLER
/PROMOTER**

The BUILDER/SELLER/PROMOTER hereby represents and warrants to the PURCHASER/S/ALLOTEE/S as follows:—

- (i) The BUILDER/SELLER/PROMOTER has clear and marketable title with respect to the SAID PLOT as declared in the **title report annexed to this agreement** and has the requisite right to carry out development upon **THE SAID PROPERTY** and also has actual, physical and legal possession of **THE SAID PROPERTY** for the implementation of the Project MARIGOLD FLORESTA;
- (ii) The BUILDER/SELLER/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project MARIGOLD FLORESTA and shall obtain requisite approvals from time to time to complete the development of the project MARIGOLD FLORESTA;
- (iii) There are no encumbrances upon **THE SAID PROPERTY** or the project MARIGOLD FLORESTA;
- (iv) There are no litigations pending before any Court of law with respect to **THE SAID PROPERTY** or the project MARIGOLD FLORESTA;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to **THE SAID PROPERTY** or the project MARIGOLD FLORESTA and the SAID BUILDING/WING/S are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to **THE SAID PROPERTY** or the project MARIGOLD FLORESTA and SAID BUILDING/WING/S shall be obtained by following due process of law and the BUILDER/SELLER/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to **THE SAID PROPERTY** or the project MARIGOLD FLORESTA/ SAID BUILDING/WING/S and common areas;

- (vi) The BUILDER/SELLER/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 PURCHASER/S/ALLOTEE/S created herein, may prejudicially be affected;
- (vii) The BUILDER/SELLER/PROMOTER has not entered into any Agreement for sale and/or Development Agreement or any other Agreement/arrangement with any person or party with respect to **THE SAID PROPERTY** or the project MARIGOLD FLORESTA or the SAID APARTMENT which will, in any manner, affect the rights of PURCHASER/S/ALLOTEE/S under this Agreement;
- (viii) The BUILDER/SELLER/PROMOTER confirms that the BUILDER/SELLER/PROMOTER is not restricted in any manner whatsoever from selling the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the SOCIETY / ENTITY/ GENERAL SOCIETY/ ASSOCIATION/ LIMITED COMPANY of Allottees the BUILDER/SELLER/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY of Allottees.
- (x) The BUILDER/SELLER/PROMOTER has duly paid and shall continue to pay until such time till the possession of the said Apartment is handed over or Agreement for sale/Sale Deed is executed (whichever is earlier) and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to **THE SAID PROPERTY** or the project **MARIGOLD FLORESTA** to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification

: 44 :

(including any notice for acquisition or requisition of the said property) has been received or served upon the BUILDER/SELLER/PROMOTER in respect of **THE SAID PROPERTY** of the project MARIGOLD FLORESTA.

XV BINDING EFFECT:-

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

XV1. DISPUTES/SETTLEMENT/LITIGATION/JURISDICTION

- (a) In the event any dispute or differences arising between the parties hereto in respect of this Agreement or in respect of any provisions (clauses) in this Agreement, or any thing arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever

: 45 :

concerning this Agreement shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulating Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

(b) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mapusa will have the jurisdiction for this Agreement.

XVII) The possession of the SAID APARTMENT has not yet been handed over to the PURCHASER/S/ALLOTEE/S.

SCHEDULE-I ABOVE REFERRED TO

(“DESCRIPTION OF THE LARGER PROPERTY”)

All that Property Known As **“BOMOGOLLO”**, admeasuring an area of 2448 Sq. Mtrs, situated at Cuchelim, Mapusa, within the Municipal Area of Mapusa, Taluka and Sub District of Bardez, District of North Goa, State of Goa within the Limits of of Mapusa Municipal Council, Surveyed under FORM “D” of the city Survey Mapusa under Chalta No. 12 of P.T Sheet No. 5, alongwith residential house therein bearing H.No-03/1, described in the Land Registration Office of Bardez under No. 28280 at Page 196 of Book B-72 and inscribed under No. 21148 at pages 168 of G-27, and the office of the Civil Registrar Cum Sub Registrar of Bardez at Mapusa the same being bounded on or towards the:

On the East : By Chalta No. 8 of P.T Sheet No. 5

On the West : By Main Road

On the North : By Chalta No. 8 of P.T Sheet No. 5 and

On the South : By Road.

: 46 :

SCHEDULE-II

(“DESCRIPTION OF SAID PROPERTY”)

ALL THAT SAID PROPERTY admeasuring an area of 2,000 Sq. Mtrs, a distinct and independent piece or parcel of the SAID **LARGER PROPERTY** known as “**BOMOGOLLO**”, situated at Cuchelim, Mapusa, within the Municipal Area of Mapusa, Taluka and Sub District of Bardez, District of North Goa, State of Goa within the Limits of of Mapusa Municipal Council, Surveyed under chalta No. 12 of P.T Sheet No. 5, described in the Land Registration Office of Bardez under No. 28280 at Page 196 of Book B-72 and inscribed under No. 21148 at pages 168 of G-27, more clearly shown in red ink in the plan annexed hereto, **THE SAID PROPERTY** is bounded as under :

On the East : By Chalta No. 8 of P.T Sheet No. 5 and Partly by Plot “B” of the said larger Property along with residential house therein.

On the West : By Main Road

On the North : By Chalta No. 8 of P.T Sheet No. 5 and

On the South : By Road.

SCHEDULE NO. III

(DESCRIPTION OF THE SAID APARTMENT)

All that Apartment No. Having a Carpet area approximately sq. mtrs . along withsquare metres of exclusive balcony/verandah/walls/passage area appurtenant to the carpet area for the exclusive use of the PURCHASER/S/ALLOTEE/S and along with one tilted Car Park on the ... floor in "...." Building, in the Housing Complex, named **"MARIGOLD FLORESTA"**

The SAID APARTMENT is/are shown delineated in red boundary line in the plan annexed at Annexure 5.

SCHEDULE NO. IV

MODE OF PAYMENT

The **PURCHASER/S/ALLOTEE/S** has paid at the time of signing of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) and the balance amount of Rs. _____ (Rupees _____) in the following manner:

- (i) Amount of Rs. ____/- (____) (not exceeding 30% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER after registration of the Agreement.
- (ii) Amount of Rs. ____/- (____) (not exceeding 45% of the total consideration) 25% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Plinth of the SAID BUILDING.
- (iii) Amount of Rs. ____/- (____) (not exceeding 55% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the second slab of the SAID BUILDING

: 48 :

- (iv) Amount of Rs. ____/- (____) (not exceeding 70% of the total consideration) 15% to be paid to the BUILDER/SELLER/PROMOTER on completion of the roof slab of the SAID BUILDING.
- (v) Amount of Rs. ____/- (____) (not exceeding 75% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the SAID APARTMENT
- (vi) Amount of Rs. ____/- (____) (not exceeding 80% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said SAID APARTMENT.
- (vii) Amount of Rs. ____/- (____) (not exceeding 85% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the SAID BUILDING or wing in which the SAID APARTMENT is located.
- (viii) Amount of Rs. ____/- (____) (not exceeding 95% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the SAID BUILDING or wing in which the SAID APARTMENT is located.
- (viii) Balance Amount of Rs. ____/- (____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

Out of the amount of **Rs.**/- of the total consideration **Rs.**/- shall be the component of Earnest Money Deposit (EMD) as stipulated in Clause II (b) of this (e) Agreement (herein above).

SCHEDULE NO.
VSTANDARD SPECIFICATIONS

1. **STRUCTURE**: The Building consists of a Reinforced Cement Concrete framed structure. The masonry in plinth is of laterite stone/ concrete block in cement mortar. The masonry in superstructure is 20 cm thick laterite masonry/light weight concrete blocks /concrete blocks. All partition walls are of 11 cm brick burnt masonry/C C Blocks/Light weight concrete blocks in cement mortar.
2. **PLASTER**:TheInternalplasterisinonecoatofcementmortar/P.O.P. or Gypsum punning/ Any other suitable finishing material available so as to attain smooth finish to the walls.The externalplasteringeneralisintwocoatsofcement:sandmortar/Cement : granite sand / external WP readymade putty.
3. **FLOOR FINISH**: The entire Apartment except the toilet isfinished withvitrifiedtiles/Ceramic tiles/Vitrious tiles/Designer ceramic or vitrious body tiles.Theflooringofthetoiletisfinishedwithceramictile in floor. The terrace slab is waterproofed and finished .
4. **WINDOWS**:TheWindowsingeneralareofpowdercoatedaluminum sliding section. The toilet ventilators are in aluminum frame and glasslouvered.
5. **DOORS**: Main door are of teak wood veneer/laminate finish Marin grade flush shutter along with wood frame. All bedroom, balcony and toilets doors are flush doors. All door frames (except toilets) are of wood. All doors are provided with SS Fittings and SS Hinges. Main door accessories are inBrass.
6. **PAINTING**: Internal walls and ceiling are painted with 2 coats of Acrylic base Oil Bound Distemper. External walls are painted with 2 coatsofwaterproofcementpaintoveracoatofprimer.

: 50 :

7. **KITCHEN**: Cooking Platform with a stainless steel sink at one end is provided in the kitchen. The Platform is finished with granite stone. The dado above platform and sink is provided with glazed tile up to 50 cm ht. The standard length of kitchen platform including sink is 8 Rft.
8. **TOILET/BATH**: Toilet is provided with European style W.C pan. The floor is of ceramic tile and having ceramic tiled dado up to 2.00 mts high. A Wash basin is provided in Master Toilet.
9. **DRAINAGE**: All sewage water is connected to the STP/septic tank/sewerage line as per the requirements of the Local Authority.
10. **WATER SUPPLY**: Water is supplied to every Apartment through a common overhead tank provided for each Building which services all the Apartments.
11. **ELECTRICAL INSTALLATION**: All wiring is in copper wire concealed in walls and slabs.
Electrical load of the Apartment is distributed in the following manner:
 - i) **Hall/Dining**: 3 Nos-5 amp points, 4 Nos lighting points, 2 Nos fan points, 1 No. T.V Point (However it is to be noted that no provision for A.C Point has been provided in the Hall/Dining).
 - ii) **Bedroom/s**: 1 No-5 amp point, 2 Nos light points, 1 No fan point, 1 No- 15 amps point for the provision of A.C Only in the master Bed room of 2 Bed room flat and in Bed room of 1 Bed room flat.
 - iii) **Kitchen** : 2 Nos – 5 amp point, 1 Nos – 15 amp points, 2 Nos light points, 1 No. fan point (No provision is made for A.C point in the kitchen)
 - iv) **Toilets** : Toilet is provided with 1 No.-5 amp point, 1 No.-15 amp point for water heater to be used as common point for both/each toilet, 1 No. light point.

1 No-5ampspointandlightpointisprovidednearthewashbasinin thepassage.

The total consumption load of electricity for the SAID APARTMENT is designed, as per the above said electrical layout for **5** Kilowatts load for **two Bed room** Apartment and **3.5** Kilo Watts load for one Bedroom Apartment and **2.5** kilo watts for studio. The PURCHASER/S/ALLOTEE/S clearly understands the above said electrical layout and expressly agrees to abide by the same and not make any variation which are likely to increase the design load, since the entire electric system comprising of switches, MCBs, main distribution box, internal wiring as well as wiring from the DB to the Electric Meter has been designed and installed taking into consideration the above load.

The BUILDER/SELLER/PROMOTER shall provide electric connection to the SAID APARTMENT provided the PURCHASER/S/ALLOTEE/ timely signs the necessary forms/ documents as stipulated by Goa Electricity Department required to obtain electricity connection. Any delay in this context, would lead to the delay in the completion time of the SAID APARTMENT to be handed over, for which the PURCHASER/S/ALLOTEE/S shall be solely responsible.

12. Benevale or equivalent make S-S Bathroom fixtures are provided
13. Benevale Make or equivalent make sanitary ware are provided
14. Polycab/Anchor/ Finolex or equivalent make concealed copper wiring is provided
15. 3 Phase electricity connection is provided. Hot and Cold system in toilets is provided.
16. EXTRA WORKS:
Further, after taking possession of the SAID APARTMENT, the PURCHASER/S/ALLOTEE/S without obtaining the requisite

permission from the North Goa Planning & Development Authority (NGPDA) and the Mapusa Municipal Authorities, shall not be entitled to execute any additional work/s in the SAID APARTMENT by way of alterations, modifications or enclosures. Further, even after obtaining such permission, the PURCHASER/S/ALLOTEE/S shall ensure that any repairs, additions, alterations done shall in no manner cause prejudice or affect the owners/occupiers of any other Apartments in the SAID BUILDING, and in any case of any seepage of water or other defects such as cracks etc. found/noticed by the occupiers/owner of any other Apartments, due to damage of the Toilet/Bathroom tiles or due to internal non maintenance of the said Apartment then the PURCHASER/S/ALLOTEE/S shall be solely responsible and liable for the same and the PURCHASER/S/ALLOTEE/S shall rectify the same and if necessary, restore the shape of the structure as per the original approved plan. BUILDER/SELLER/PROMOTER shall not be liable to rectify or pay compensation but the BUILDER/SELLER/PROMOTER may offer services to rectify such defects with nominal charges. Further the PURCHASER/S/ALLOTEE/S shall indemnify the BUILDER/SELLER/PROMOTER if any of the other Apartment purchasers in the SAID BUILDING suffer damage to their Apartments and claim compensation on account of alterations or modifications carried out by the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT.

INWITNESSWHEREOFthePartiesheretohavesethandsonthedayand year first
herein abovementioned.

Thewithin named BUILDER/SELLER/PROMOTER

(M/s CHANDRA DEVELOPERS LLP)

Representedherein by itsDesignated Partner)

MR.PRAVEEN CHANDRAKANT TILVE)

atMapusa-Goa)_____

Left handfingerprints

Right hand fingerprints

1.....

1.....

2.....

2.....

3.....

3.....

4.....

4.....

5.....

5.....

SIGNEDANDDELIVEREDBY
thewithin namedPURCHASERat2.Aabove)
MR......
atMapusaGoa

Left hand finger prints Right hand finger prints

- | | |
|--------|--------|
| 1..... | 1..... |
| 2..... | 2..... |
| 3..... | 3..... |
| 4..... | 4..... |
| 5..... | 5..... |

SIGNEDANDDELIVEREDBY)
thewithinnamedPURCHASERat2.Babove)
.....)
at) _____

Left hand finger prints Right hand finger prints

- | | |
|--------|--------|
| 1..... | 1..... |
| 2..... | 2..... |
| 3..... | 3..... |
| 4..... | 4..... |
| 5..... | 5..... |

IN THE PRESENCE OF WITNESSES:

- 1.....
- 2.....