

Certified True Copy



गोवा GOA

Serial No. 1295 Place of Vendor, Bardez, Date 7/4/15  
Value of Stamp paper 500  
Name of Purchaser Asha Gupta  
Residence Mapusa  
Particulars ...

759470

Sign of Stamp Vendor  
License No. AC/ST/15/14/12

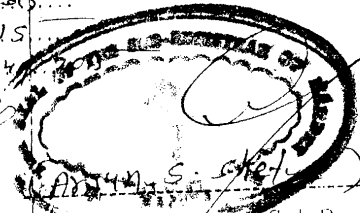
Sign of Purchaser

CIVIL REGISTRAR  
BARDEZ

OFFICE OF THE CIVIL REGISTRAR - CUM- SUB REGISTRAR  
BARDEZ, MAPUSA, GOA.

CERTIFIED to be a true xerox copy of  
AGREEMENT FOR SALE

duly registered in this office under number 5071 of Book No. 1  
Volume No. 23.14 dated 12-10-2007 Mapusa, Goa.  
Total sheets: 56  
Paid fees of Rs. 325/- (Three hundred twenty five only)  
Receipt No. 27/2015  
Dated: 08/04/2015  
Copy applied on: 07/04/2015  
Copy ready on: 08/04/2015  
Copy delivered on: 08/04/2015  
Copy prepared and compared by: ...



Civil Registrar-cum-Sub Registrar  
Bardez, Mapusa, Goa

17-10-2007

5071/2314

54-108



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10.10.07

006719

Super Ten thousand only  
Dusashu Red, Gold & Purple

Pauper

attained an hundred only

Receiver

REGISTRAR  
BARDEZ

Copy of document No. 4997/07  
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Sub-Registrar

Serial No. 4997/2007

Presented at the Office of the  
Sub-Registrar of Bardez

between the hours of 10-20  
and 12-20 on 16/10/2007

Sd/- Nandan kamat  
Helekar

deserved fees for Ra.

Registration

Copying

Copy + Endorsements

Postage

N. P.

30 = 00

50 = 00

70 = 00

10 = 00

Total Rs 200 = 00

Sd/- A. S. Shetye  
SUB-REGISTRAR  
BARDEZ

Sd/- A. S. Shetye  
SUB-REGISTRAR  
BARDEZ

#### AGREEMENT FOR SALE

THIS AGREEMENT is made on this <sup>15</sup> FIFTEENTH day of <sup>17</sup> OCTOBER of the year Two Thousand Seven BETWEEN:

(Signature)  
N

(Signature)  
N

(Signature)  
N

Nandan kamat Helekar Receiver

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गोवा GOA Ser. No. 1902 Date of issue 10/12/97 035/64

One thousand Only  
Twenty Real Estate Developers  
Payable to  
Payable to  
Twenty thousand  
Twenty thousand One hundred  
Additional  
along with  
Signature of the purchaser  
Signature of the purchaser  
Copy of document No. 6707  
Book I contains 54 sheets  
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1. M/S DEVASHRI REAL ESTATE DEVELOPERS, a Partnership Firm having Permanent Account No.AABFD201214 with Registered Office situated at Dempo House, Campai, Panaji, Goa, and its Administrative Office situated at 710-712 Seventh floor, Dempo Towers, Patto Plaza, Panaji, Goa, represented in this act by its ASSISTANT MANAGER (Liaison) namely, SHRI NANDAN KAMAT HELEKAR, son of Late Govind Kamat Helekar, 31 years, married, Indian National, resident of Govind...

Nandan kamat

AK



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Rupees One Thousand only

Divan Shri Ravi Chandra Dandekar

Panaji

One thousand one hundred and

035765

Releaser

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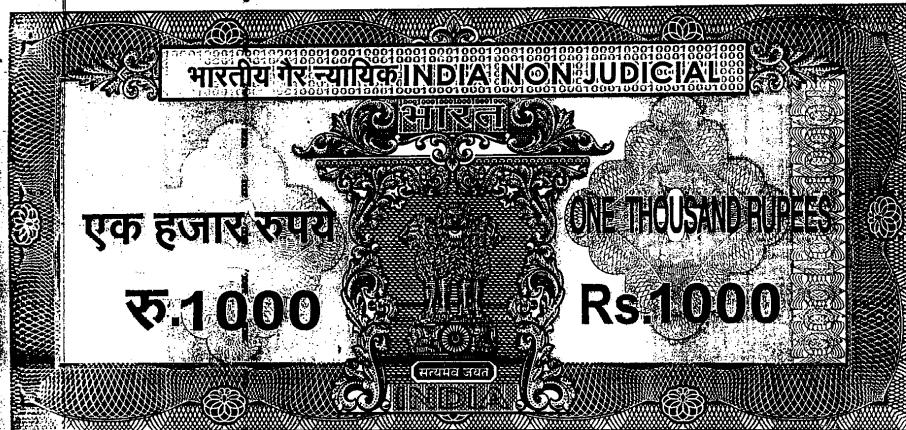
Chinchwada, Chimbhel, Goa, in his capacity as the constituted Attorney of the said Firm by virtue of the Power of Attorney dated 24.11.2006 executed before the Notary of Panaji Smt. Kishori N. Fugro, by its Managing Partner SHRI. SHRINIVAS V. DEMPO, hereinafter referred to as the **BUILDER/SELLER** (which expression shall include its Partner or Partners for the time being, their respective heirs, successors, administrators, executors and assigns) of the **FIRST PART**;

*(Signature)*  
Kandam Karan Velokar

Kandam Karan Velokar Releaser

*(Signature)*

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*Rs. 1000 on 10-10-07*

*Purchaser's Full Address*

*Patnam*

*1000 on 10-10-07*

*Rs. 1000*

**Sub-Registrar  
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*Receivd*

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AND

**Sub-Registrar**

- 2) **MR.SANJAY GUPTA**, son of Mr.Vishwanath Gupta, aged 42 years, married, Occupation Private Service, having Permanent Account No.AAGPG6498N, Indian National, residing at Flat No.423, Kanunjo Apartment, Plot No.71, Patparganj, Delhi-110092, hereinafter referred to as the "PURCHASER/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**.

*(Signature)*

*H*

*Witness*



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WHEREAS:

1. There exists a property known as 'SOCOILEM GALLUM' situated at Porvorim, within the limits of Village Panchayat of Socorro, District of North Goa, State of Goa and more particularly described in Schedule I hereunder written and hereinafter referred to as the "WHOLE PROPERTY".

(Signature)

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2. The said "WHOLE PROPERTY" was earlier owned by M/s ALCON CONSTRUCTIONS (GOA) PVT LTD a Private Limited Company incorporated under the Companies Act, 1956, with its Registered Office at Velho Building, Panaji, Goa.

3. The BUILDER/SELLER herein have purchased the said "WHOLE PROPERTY" as detailed herein below;

3.a). Vide Deed of Sale dated 9<sup>th</sup> May 2005, executed by and between M/s ALCON CONSTRUCTION (GOA) PVT LTD., as the owner, M/s ALCON CEMENT COMPANY as the Confirming Party/ Assignor and, M/s DEVASHRI REAL ESTATE DEVELOPERS the BUILDER/SELLER herein, as the Purchaser, duly registered in the Office of the Sub-Registrar of Bardez, Mapusa under Registration No.2039 recorded at Page No.90 to 136 of Book No.I Vol No.1291 dated 25-05-2005 the BUILDER/ SELLER herein, has initially acquired 40% holding (ownership) of the undivided share in the WHOLE PROPERTY.

3.b). Vide Deed of Sale dated 5<sup>th</sup> June 2006, executed by and between M/s ALCON CONSTRUCTION (GOA) PVT LTD., as Vendor, and M/s DEVASHRI REAL ESTATE DEVELOPERS, the BUILDER/SELLER herein, as the Purchaser, based on the requirement of their Scheme of Development, initially purchased in the first phase an area admeasuring 6885 sq. mtrs which is little more than half of the 60% holding i.e. (53.47% of 60%) which is duly registered in the Office of the Sub-Registrar of Bardez Mapusa under Registration No.3231, recorded at Page No.95 to 136 of Book I, Vol No.1697 dated

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- 3.c) Vide Deed of Sale dated 28<sup>th</sup> May, 2007 executed by and between M/s ALCON CONSTRUCTION (GOA) PVT.LTD as VENDOR and M/s DEVASHRI REAL ESTATE DEVELOPERS the BUILDER/SELLER herein, as the Purchaser based on the requirement of their scheme of development, purchased in the Second phase balance area i.e the area admeasuring 5991 M2 which is equivalent to (46.53% of 60%) held by M/s ALCON CONSTRUCTION (GOA) PVT.LTD., which is duly registered in the office of the Sub-Registrar of Bardez, Mapusa under Registration No.2992, recorded at Pages 240 to 267 of Book I Vol.2160 dated 12<sup>th</sup> June, 2007.

Thus the BUILDER/SELLER herein came to be the Owners in possession and title to the WHOLE PROPERTY admeasuring in all 21,460 sq.mtrs.



4. The BUILDER/SELLER under a scheme of development is developing the WHOLE PROPERTY by Building a Complex known as "DEVASHRI GARDEN" in different phases. The first phase of the Complex DEVASHRI GARDEN has already been developed comprising of three buildings including development of a portion of the Garden with facilities such as Club House and Swimming Pool.
5. The BUILDER/SELLER as per the scheme of development is further constructing a cluster of Residential Buildings in the said WHOLE PROPERTY which shall hereunder be referred to as DEVASHRI GARDEN PHASE II as acquired consequent upon the purchases made vide Sale Deeds dated 5<sup>th</sup> June, 2006 and 28<sup>th</sup> May, 2007 respectively as detailed

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GARDEN and phased purchases of land from time to time is from the point of view of smooth and convenient development, construction and management of DEVASHRI GARDEN Complex and an Entity as a Whole and it in no way reflects separate schemes of development and in the final scheme of development, all the phases of DEVASHRI GARDEN already developed and presently under development would be part and parcel of the development of the WHOLE PROPERTY as a single complex viz DEVASHRI GARDEN, which interalia includes common enjoyment of all internal roads, compound wall, open spaces, club house, swimming pool, garden, borewell, filtration tank, sewerage treatment plant, entry and exit etc to the WHOLE PROPERTY etc.



The Scheme as avèrrèd in clauses 1 to 5 above is the "Scheme of development" of the WHOLE PROPERTY".

7. The BUILDER/ SELLER as per their Scheme of Development is constructing a cluster of Residential buildings, which shall hereinafter be referred to as "DEVASHRI GARDEN" Phase-II and the area out of the WHOLE PROPERTY, coming under this Phase shall herein after be referred to as the SAID PROPERTY which is more particularly described in Schedule II referred to herein after as per the plan annexed and solely for the purpose of identification of the "Scheme of Development" and for that purpose has obtained,

- (a) Development permission to develop the Phase II in the SAID PROPERTY as shown in the Plan annexed.
- (b) Construction license bearing No.VP/SOC/2114/2006-2007

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(c) The BUILDER/SELLER has also applied for Construction License for the Revised proposal to the Village Panchayat of Soccorro of Bardez Taluka and same is being scrutinized and is awaited.

8. The BUILDER/SELLER intends to sell constructed flats in "DEVASHRI GARDEN" Phase II.  
and

The PURCHASER/S desires to purchase a constructed flat in "DEVASHRI GARDEN" Phase II.

9. The PURCHASER/S has /have approached the BUILDER/SELLER after having seen the 'Schemes of development' in the "WHOLE PROPERTY", for purchase of a Residential Flat, in "DEVASHRI GARDEN" Phase II constructed in the SAID PROPERTY in Building "F" (hereinafter referred to as the SAID BUILDING), situated on THIRD Floor and which flat is identified herein as flat No.307 in the plan annexed and hereinafter referred to as the SAID FLAT more particularly described in SCHEDULE NO.III written hereinafter admeasuring approximately 107 sq.mtrs of super built-up area, which is inclusive of:-

- 
- a) Carpet area of the flat.
  - b) Area covered by the walls bounding the carpet area including internal walls, area of balconies.
  - c) Proportionate area chargeable to the respective flat consisting of the incidence of staircase, passage, lift area (core); which are common utility to the floor where the said flat is situated.
  - d) Proportionate area of the Lift Machine Room the covered

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entire building and other common facilities which occupies the constructed/covered area; excluding the stilted car parking facility (if any) which is purely allotted to various flat Purchaser/s purely as Licensees since the cost of construction of the car parking facility is not charged (on the purchaser) and not included in evaluating the construction cost of the Flat under this Agreement, subject to availability of such parking facility solely at the discretion of the BUILDER/SELLER on first come first serve basis, depending upon the need of the PURCHASER/S and further subject to deposit of non-refundable, non-interest bearing deposit money of Rs.1,15,000/- as an one time deposit, with the BUILDER/SELLER.

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- (e) The corresponding built up area of the SAID FLAT is 94.94 sq.mtrs and the corresponding carpet area is 86.15 sq.mtrs.

Note :

- i) In respect of those flats located on the Fourth floor with **horizontal flat roof** i.e FOURTH floor of 'F' Building the PURCHASER/S of such flat have the optional right to independently use the open terrace space adjoining /above their respective flat/s to independently possess, use and enjoy the said open terrace space adjoining / above their respective flats. However, no construction is permitted nor any roof garden is allowed in order to ensure the safety and to prevent probable damages to the Slab beneath the open terrace.

- ii) Open Terrace, stilted car parking area which are not

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for all time to come irrespective of the formation of the SOCIETY/ ENTITY / GENERAL SOCIETY in respect of the Building in the SAID PROPERTY. However, the BUILDER/SELLER shall be a member of the SOCIETY/ ENTITY / GENERAL SOCIETY to be formed, in respect of the car parking area/ slot held by him including the unsold open terrace irrespective of the fact whether the same is allotted or un-allotted (stilted car parking area/ slot).

iii)

Besides, in the scheme of things the BUILDER/ SELLER shall construct a CLUB HOUSE as detailed in SCHEDULE V Clause 14 hereinafter, which shall ultimately be transferred in the name of the SOCIETY/ ENTITY/ GENERAL SOCIETY for the beneficial use and enjoyment of all the Flat Purchasers in the Said Complex "DEVASHRI GARDEN".

10. The BUILDER/SELLER has agreed to allot the SAID FLAT on ownership basis to the PURCHASER/S for a sum of Rs.15,14,050/- (Rupees Fifteen lac fourteen thousand fifty Only) along with a copy of the Occupancy Certificate in respect of the SAID BUILDING including the SAID FLAT therein on the condition that the PURCHASER/S will bind himself under the terms and conditions of this Agreement for Sale for the purchase of the SAID FLAT.

11. The PURCHASER/S has/have agreed to pay the above said sum of Rs.15,14,050/- (Rupees Fifteen lac fourteen thousand fifty Only) for the purchase of the SAID FLAT as per the

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12. The PURCHASER/S has/have seen the Standard Specifications as described in Schedule No. V, hereinafter written and also verified the approved plan of the SAID FLAT, which is attached hereto and marked in red boundary line and for the purpose of identification, both the parties have duly signed the same.

Notwithstanding anything contained hereinabove, it is further made clear and deemed to have been consented to by the PURCHASER/S that the above said plans and Standard Specifications shall however be subject to changes which may be required to be made either at the instance of the competent authority or authorities or the Architect of the BUILDER/SELLER. The BUILDER/SELLER can carry out such additions, alterations, deletions and modifications in the building plans, floor plans, apartment plans, internal roads, stilted car parking plan, access to the "WHOLE PROPERTY", change in Standard Specifications etc. including the number of Apartments/ floor as may be considered necessary or as directed by any competent authority while sanctioning the building plans or at any time thereafter till the execution of the transfer deed which may result in reduction of open space or area, and other value additions, change of use of the built up space provided further without reducing the super built-up area of the SAID FLAT.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

I. PREMISES:

- (a) The BUILDER/SELLER has offered to sell and the

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Scheme of development admeasuring 107 sq.mtrs of super built-up area (including the incidence of staircase and other common amenities) corresponding built up area being 94.94 sq. mtrs and corresponding carpet area of SAID FLAT being 86.15 sq.mtrs; in the Housing Complex, named "DEVASHRI GARDEN" Phase II for a consideration of Rs.15,14,050/- (Rupees Fifteen lac fourteen thousand fifty Only) exclusive of applicable taxes, duties, levies, fees, etc., due and payable (at the time of entering into this Agreement) in accordance with the mode of payment as stipulated in SCHEDULE IV appended to this Agreement. The PURCHASER/S shall make an advance payment of Rs.2,27,108/- at the time of signing of this Agreement.

(b) The BUILDER/SELLER warrants that:

- 
- i) They are the absolute owner of the SAID PROPERTY and the individual flats constructed thereon at "DEVASHRI GARDEN" Phase II.
  - ii) The "SAID FLAT" shall conform to the Standard Specifications in SCHEDULE V of this Agreement.
  - iii) The BUILDER/SELLER shall under normal conditions sell after construction in "DEVASHRI GARDEN" Phase II the SAID FLAT No.307 admeasuring approximately 107 sq.mtrs (including the incidence of staircase and other common facilities) corresponding to the built up area being 94.94 sq.mtrs and corresponding to carpet area being 86.15 sq.mtrs; as stated hereinabove on the THIRD floor in Building "F" as per the approved plans with such variations and alterations as the

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BUILDER/SELLER may consider necessary or as may be required by the Architect of the BUILDER/SELLER or by any Competent Authority to be made in them or in any of them but so as not to reduce the total super built-up area of the SAID FLAT.

The BUILDER/SELLER being the owner of the said building and premises thereof shall not be required to take any further permission or consent of the PURCHASER/S to carry out the development and completion of the Project "DEVASHRI GARDEN".

## II. CONSIDERATION:

- (a) In consideration of the purchase of the SAID FLAT the PURCHASER/S agree/s to pay a sum of Rs.15,14,050/- (Rupees Fifteen lac fourteen thousand fifty Only) subject to clause VI a, b, and c, hereinafter written and as per the mode of payment specified in Schedule No. IV on or before the dates provided therein.
- (b) The above said sum of Rs.15,14,050/- includes the cost of the incidence of land proportionate to the super built up area of the SAID FLAT and an amount of Rs.1,51,405/- as an Earnest Money Deposit (EMD) Component.
- (c) If the PURCHASER/S commit/s default in payment of any of the installments aforesaid 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 shall without prejudice to

(b) Sunil Kumar  
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the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days.

The BUILDER/SELLER shall, however, on such termination, refund to the PURCHASER/S the amounts, if any, which may have till then been paid by the PURCHASER/S to the BUILDER/SELLER after forfeiting an EMD component of Rs.1,51,405/- but without any further amount by way of interest or otherwise.

- (d) On the BUILDER/SELLER terminating this Agreement under this clause, the BUILDER/SELLER shall be at liberty to allot, sell and dispose off the SAID FLAT to any other person as the BUILDER/SELLER deem fit, and for such consideration as the BUILDER/SELLER may determine and the PURCHASER/S shall not be entitled to question this act of the BUILDER/SELLER or to claim any amount from the BUILDER/SELLER.
- (e) Without prejudice to BUILDER's/SELLER's other rights, under this Agreement and/or in law, the PURCHASER/S shall be liable, at the option of the BUILDER/SELLER, to pay to the BUILDER/SELLER interest at the rate of 12% per annum compounded quarterly on all amounts due and payable by the PURCHASER/S under this Agreement, if any such amount remain unpaid for seven days or more after becoming due.
- (f) The BUILDER/SELLER shall have control over the SAID FLAT being the owner thereof till such payment of the entire amount which the PURCHASER/S is/are or may be found liable to pay to the BUILDER/SELLER under the terms and conditions of this Agreement.

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

- (a) The BUILDER/SELLER shall deliver the possession of the SAID FLAT, after obtaining Occupancy Certificate from the Competent Authorities, for use and occupation of the PURCHASER/S within 20 months of obtaining construction license for the revised proposal PROVIDED, full consideration and all the amounts due and payable by the PURCHASER/S under this Agreement have been paid by the PURCHASER/S to the BUILDER/SELLER.
- (b) The BUILDER/SELLER shall upon receipt of the requisite Occupancy Certificate, by a notice in writing intimate the PURCHASER/S, to take delivery of the SAID FLAT within seven days from the date of receipt of such notice, failing which the PURCHASER/S shall be deemed to have taken possession and delivery of the SAID FLAT.



Failure to take delivery of the SAID FLAT will not exonerate the PURCHASER/S from his/their liability to pay the outgoings such as Property taxes, cesses and other dues and maintenance cesses, etc., from the date of the Occupancy Certificate.

From the date of the issue of Occupancy Certificate or from the stipulated date as envisaged under Clause III(b) hereinabove, whichever shall be later in point of time, the responsibility / liability for maintenance of the SAID FLAT in "DEVASHRI GARDEN" Phase II shall be of the respective purchasers and also the maintenance cost proportionate to the

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common amenities provided into "DEVASHRI GARDEN"  
Phase II shall solely be that of the respective Purchaser/s.

The BUILDER/SELLER upon giving the intimation as stated above, shall be deemed to have completed the SAID FLAT in accordance with the Agreement in all aspect and shall not be responsible in any manner whatsoever, if the PURCHASER/S delay/s taking delivery of the SAID FLAT.

- c) The BUILDER/SELLER shall not incur any liability if they are unable to deliver possession of the SAID FLAT by the date stipulated in Clause No.III (a) hereinabove if the completion is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by 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 or any other Public or Competent Authority, and Court or for any other reason beyond the control of BUILDER/SELLER and in any of the aforesaid events the BUILDER/SELLER 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 FLAT.

- (d) i) If for reasons other than those in clause No.III(c) above, the BUILDER/SELLER is unable to or fails to give possession of the SAID FLAT to the PURCHASER/S within the date 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 shall be entitled to give notice to the BUILDER/SELLER terminating the

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PURCHASER/S the amounts, if any inclusive of an EMD component, that may have been received by the BUILDER/SELLER from the PURCHASER/S in respect of the SAID FLAT, as well as simple interest on such amount at the rate of 8.25% per annum from the date of receipt till repayment.

(ii) The BUILDER/SELLER shall also pay to the PURCHASER/S a sum of Rs. 1,000/- (Rupees One Thousand only) as quantified liquidated damages in respect of such termination. Neither party shall have any other claim/s or reliefs including the claims on the basis of mental agony against the other in respect of the SAID FLAT or arising out of this Agreement and the BUILDER/SELLER shall be at liberty to allot, sell and dispose off the SAID FLAT to any other person/s for such consideration and upon such terms and conditions as the BUILDER/SELLER may deem fit.

(e) The PURCHASER/S shall use the SAID FLAT only for the purpose of residence or for any purpose which is permissible by the prevailing laws of local authorities, as may be applicable. The PURCHASER/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 Flat Purchaser/s in the said "DEVASHRI GARDEN" Phase II or to the other flat purchasers in the complex "DEVASHRI GARDEN".

(f) The PURCHASER/S shall from the date of possession

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good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID FLAT and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

- (g) The PURCHASER/S shall (under any circumstances) not let, sub-let, sell, transfer, assign or part with their interest under this Agreement or part with possession of the SAID FLAT or parking area/slot (wherever it is applicable) until all the dues payable by them to the BUILDER/SELLER under this Agreement are fully paid up and that too only if the PURCHASER/ 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.
- (h) The PURCHASER/S shall permit the BUILDER/SELLER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the said premises or any part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S shall consent, within three days of the BUILDER/SELLER giving a notice in writing to the PURCHASER/S, 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,

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used for the said building, 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 this Agreement.

IV. DEFECTS:

- (a) Upon the PURCHASER/S taking delivery of the SAID FLAT, the PURCHASER/S shall have no claim against the BUILDER/SELLER in respect of any item of work in the SAID FLAT which may be alleged not to have been carried out or completed.

Plaster cracks are an inherent phenomena of newly constructed flats. Such cracks to the plaster/dampness in external walls shall not be considered as defective work. Similarly, the BUILDER/SELLER shall not be responsible for shade/ colour/ size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

The BUILDER/SELLER shall not be responsible for absorption of certain colour pigments resulting in stains by vitrified tiles and consequently the PURCHASER/S are advised to avoid spillage of colour pigment, turmeric, kumkum etc on tiles.

- (b) The defect liability period for the structure of the Building including the SAID FLAT under this Agreement, shall be 12 months from the date of issuance of Occupancy Certificate /

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is earlier in point of time. Besides, the coverage of defect liability period, on the part of the BUILDER/SELLER shall be confined to the first sale only and does not extend to subsequent transactions, irrespective of the fact whether the said second sale takes place either before or after the stipulated period of 12 months as averred hereinabove wherein the BUILDER/SELLER shall only be a Confirming Party.

V. ALLOTMENT OF CAR PARKING AREA/SLOT:

- (a) The beneficial use of the available stilt area/slot on the ground floor, shall vest with the BUILDER/SELLER for all time to come even after the formation of the SOCIETY/ ENTITY / GENERAL SOCIETY since the construction cost of it is not being charged to the PURCHASER/S and shall be allotted at the sole discretion of the BUILDER/SELLER against non-refundable, non-interest bearing deposit or deposit money fixed below, subject to availability on first come first serve basis.

This stilted car parking area/slot shall not be treated as common amenity. In the event of allotment of available stilted car parking area/slot as stated hereinabove to any of the Purchaser/s of flat, during the subsequent sale of flat to which the stilted car parking area/slot is allotted, as stated above, shall be, with this facility so far in relation to the subsequent Purchaser/s of this SAID FLAT wherein the BUILDER/SELLER is going to be a Confirming Party alongwith the SOCIETY/ ENTITY/ GENERAL SOCIETY.

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PURCHASER/S shall agree and undertake to pay a non-refundable, non-interest bearing deposit towards one car parking area/slot in the stilted floor to the BUILDER/SELLER in the following manner subject to availability as stated hereinabove.

- a) On the day of signing of this Agreement :Rs. 30,000/-
- b) On or before 31/05 /2007 :Rs. 37,500/-
- c) On or before 30/11 /2007 :Rs. 37,500/-
- d) On the date of handing over delivery of car parking area/slot which shall be on the same day of handing over delivery of the SAID FLAT : Rs. 10,000/-

TOTAL: Rs.1,15,000/-

Note: In the event the stilted car parking area/slot is neither available for allotment nor the PURCHASER/S of flat is inclined to take the stilted car parking area/slot, this clause in the Agreement shall be deemed to be non-est. without affecting the other clauses in this Agreement.

- (c) The PURCHASER/S to whom a stilted car parking area/slot is provided by the BUILDER/SELLER shall agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the flat owned by the PURCHASER/S, without the written permission of the BUILDER/SELLER. The PURCHASER/S agrees and undertakes not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area/ slot as stated hereinabove. Any damage to the structure or

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the PURCHASER/S to the satisfaction of the  
BUILDER/SELLER.

**VI. TAXES AND OUTGOINGS:**

- (a) Any development/betterment charges or deposits, by whatever name called, if demanded by or to be paid to the Village Panchayat or any other competent authority for the purpose of sanctioning the plans and/or issuing the occupancy certificate and/or building completion certificate and for giving water and electricity connection to "DEVASHRI GARDEN" Phase II shall be payable by all the Purchasers of flat in "DEVASHRI GARDEN" Phase II proportionately to the extent of built up area purchased by each purchaser including the PURCHASER/S of SAID FLAT. Payment of infrastructure tax at Rs.40/- per sq.mtrs to the extent of super built-up area of the flat purchased shall be payable by the respective Purchasers of flat as hereinafter stipulated in Clause No.15 of Schedule V under: Standard Specifications. The PURCHASER/S agree/s to pay to the BUILDER/SELLER within seven days of demand, such proportionate share of the PURCHASER/S of such charges and/or deposit and/or tax.

From the date of taking over possession of the SAID FLAT the PURCHASER/S shall be liable to pay the Property tax and all other taxes, charges, assessments, levies etc by whatever name called, as the owner of the SAID FLAT. The BUILDER/SELLER shall not be responsible for any default in payment of such taxes thereafter.

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Complex "DEVASHRI GARDEN" or on individual flats in "DEVASHRI GARDEN" Phase II including the SAID FLAT, shall be borne by the PURCHASER/S proportionately to the extent of the super built-up area of the SAID FLAT and accordingly, the amount of consideration mentioned in Clause II (a) above, shall stand increased to that extent. The amount so to be borne by the PURCHASER/S shall be paid by the PURCHASER/S within 15 days of the intimation by the BUILDER/SELLER, notwithstanding the fact that the SAID FLAT, at that point of time, may have already been transferred unto the PURCHASER/S or its possession has already been handed over to the PURCHASER/S.

- (c) Any taxes, charges or outgoings levied by the Panchayat or any other competent authority for consumption of electricity, and water/sewerage charges, exclusively pertaining to the SAID FLAT shall be borne by the PURCHASER/S from the date of issuance of Occupancy Certificate.

**VII. VARIATION IN PLANS:**

- (a) It is hereby agreed and consented to by the PURCHASER/S that the BUILDER/SELLER shall be entitled, and also hereby deemed to have been permitted by the PURCHASER/S to make such variations and alterations in the Building plans or in the layout/ elevation of the building including relocating the open spaces/ all structures/ buildings/ club house/ garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the Complex as a whole before getting the

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DEVASHRI GARDEN

Occupancy Certificate. It is further agreed and deemed to have been consented by the PURCHASER/S that the BUILDER/SELLER shall be entitled to amalgamate the **WHOLE PROPERTY** with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties, if any and if required for the ultimate beneficial enjoyment of the **WHOLE PROPERTY** by the PURCHASER/S and deemed to have been consented by the PURCHASER/S. The decision of the BUILDER/SELLER in this regard shall be final and binding on the PURCHASER/S.

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

- (b) All plans for the SAID "**DEVASHRI GARDEN**" Phase II have been prepared and approval(s)/ construction license(s) with respect to the same have been obtained, on the basis of the survey plans of the **WHOLE PROPERTY** and areas mentioned therein, and the BUILDER/SELLER are expressly entitled to revise the plans/ approval(s)/ construction license(s) based on actual site conditions, which shall be construed as final for all purposes.
- (c) The BUILDER/SELLER shall be entitled to unilaterally revise the plans and/or specifications relating to
- (i) The exterior of "**DEVASHRI GARDEN**" Phase II
  - (ii) All common structures/ areas/ amenities in and around "**DEVASHRI GARDEN**" Phase II or the Complex **Devashri Garden** including adding/ modifying / deleting/

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Occupancy Certificate to be in consonance with the  
DEVASHRI GARDEN COMPLEX in the WHOLE  
PROPERTY.

- (d) The BUILDER/SELLER shall be at liberty, and are hereby permitted by the PURCHASER/S to make variations in the layout/elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and / or varying the location of the access to the building, as the exigencies of the situation demands and the circumstances of the case may require, so long as the super built up area of the SAID FLAT is/are not altered and the Standard Specifications set out in the SCHEDULE NO. V hereunder written are not altered.
- (e) In the event the PURCHASER/S desire/s to make any changes or additions within the SAID FLAT to the Standard Specifications detailed in Schedule No. V hereafter written, If **permitted by the BUILDER/SELLER**, subject to the overall approval of the authorities concerned, if need be, the PURCHASER/S shall have to pay the additional cost of such changes/additions/alterations and for the purpose of payment it will be considered as an 'extra item of work'. In such event the BUILDER/SELLER irrespective of the payment received for carrying out the extra item of work shall be entitled for sufficient extension of time over and above the time specified in III(a) above to deliver the possession of the SAID FLAT, as changes/additions/alterations requires time and constant personal supervision to monitor the progress of the work.

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**VIII. FORMATION OF ENTITY:**

a) Upon realization by the BUILDER/SELLER of the full payment of the amounts due and payable to them by all the Purchasers of all the flats and shops in the WHOLE PROPERTY constructed in the First and Second Phase, the BUILDER/SELLER shall constitute an ad-hoc Committee comprising of five members, i.e. Five prospective Purchasers from each Building who shall advise and recommend to the DEVELOPER the modus operandi of carrying out the maintenance services of the Buildings in the respective Phases and general maintenance will be carried out accordingly. Till such time, the BUILDER/SELLER shall maintain the Complex developed phase-wise. Only after the completion /development of the Third Phase of the WHOLE PROEPRTY the BUILDER/SELLER shall assist the PURCHASER/S and the other flat purchasers in facilitating them to form a SOCIETY/ENTITY/ GENERAL SOCIETY for owning and/or maintaining the WHOLE PROPERTY and in getting conveyed the "WHOLE PROPERTY" in the name of the SOCIETY or alternatively in the event the SOCIETY/ENTITY is not formed agree to get conveyed the undivided impartible and proportionate share in the "WHOLE PROPERTY" corresponding to the extent of the holdings of the respective flat proportionate to the super built up area in the names of all the Purchasers as a separate Entity and further assist in the formation of GENERAL SOCIETY for the purpose of maintenance/ upkeep of the Buildings and Complex.

(b) The decision of the BUILDER/SELLER in this regard shall be

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purchase was made either before or after the formation of the Entity.

- (c) When the BUILDER/SELLER takes a decision in this matter, the PURCHASER/S and other Flat Purchasers of the WHOLE PROPERTY ("DEVASHRI GARDEN" COMPLEX) shall sign all forms, applications, Deed and other documents as may be required either for the admittance to the said SOCIETY/ENTITY/GENERAL SOCIETY and for the Conveyance of the "WHOLE PROPERTY" to the SOCIETY / ENTITY/GENERAL SOCIETY or to accept the conveyance of the undivided impartible and proportionate share in the "WHOLE PROPERTY" as stated hereinabove.
- (d) The PURCHASER/S and the person/s to whom the SAID FLAT 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 as may be applicable from time to time (as and when formed).
- (e) The PURCHASER/S hereby agree/s and undertake /s to be a member of the SOCIETY/ENTITY/GENERAL SOCIETY yet to be formed and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary in this regard as desired by the BUILDER/SELLER and return to the BUILDER/SELLER the same within 10 (ten) days of the same being intimated by the BUILDER/SELLER to the PURCHASER/S.

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and regulations to be framed or framed by the  
SOCIETY/ENTITY/GENERAL SOCIETY as may be required  
by any competent authority.

- (g) The PURCHASER/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 and of the other flat purchasers in "DEVASHRI GARDEN".
- (h) In the event a SOCIETY/ENTITY/GENERAL SOCIETY is formed and/or registered well before the completion of all the Buildings in "DEVASHRI GARDEN" COMPLEX, the SOCIETY /ENTITY/ GENERAL SOCIETY and the PURCHASER/S together with other flat purchasers shall be subject to the overall authority and control of the BUILDER/SELLER in respect of any matter concerning the WHOLE PROPERTY or the SAID PROPERTY or the SAID FLAT or the said COMPLEX "DEVASHRI GARDEN" or this Agreement.
- (i) The BUILDER/SELLER shall be in absolute control of unsold flats in "DEVASHRI GARDEN" Phase II.
- (j) 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 shall be prepared by the Advocate of the BUILDER/SELLER.

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- (k) All costs, charges, expenses including stamp duty, registration charges, Advocate fees/professional charges and any other expenses in connection with the preparation, execution and registration of Conveyance Deed / Individual sale deed / formation of General society and/or other connected matters shall be borne by the PURCHASER/S and other purchasers of flat in proportion and to the extent of the super built up area of the flat purchased by them.

**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 "DEVASHRI GARDEN" Phase II is exclusively that of the Purchaser/s (including the PURCHASER/S herein) of various premises in "DEVASHRI GARDEN" and or the SOCIETY/ ENTITY/ GENERAL SOCIETY.
- (b) The PURCHASER/S of flat shall deposit with the BUILDER/SELLER as under;
- i) Rs.10,000/- 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
  - iii) Rs.1,000/- as out of pocket expenses.
- (c) The PURCHASER/S agree/s and bind/s himself/ themselves to contribute to the BUILDER/SELLER such amount as may be decided by the BUILDER/SELLER either during the

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advice of the proposed adhoc committee after completion of various phases until the formation of the SOCIETY/ ENTITY / GENERAL SOCIETY and furthermore to the SOCIETY / ENTITY/ GENERAL SOCIETY such amount as may be decided by the SOCIETY / ENTITY / GENERAL SOCIETY after its formation as the case may be for the upkeep / governance and proper maintenance of the "WHOLE PROPERTY" and the buildings including for 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 flats. The obligation to pay shall start from the commencement of the deemed date of possession as stated in Clause III(b) above. The BUILDER/SELLER or the SOCIETY/ ENTITY / GENERAL SOCIETY as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item for better governance of the WHOLE 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 from the date of taking possession / deemed possession of flat shall be required to pay to the BUILDER/ SELLER maintenance charges at Rs.7/- (Rupees Seven Only) per sq. mtr. of super built-up area purchased, per month of FLAT area, due and payable in advance by the 5<sup>th</sup> of the month, being the obligatory maintenance, charges and expenses of the PURCHASER's share towards expenses incurred or and to be incurred in terms of Clause IX(c) referred hereinabove.

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(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 in Trust till such time the SOCIETY/ ENTITY / GENERAL SOCIETY is formed.

- (e) The Maintenance charges levied and collected at a prescribed rate as envisaged in clause IX (d) above from the deemed date of occupation/possession of the units from the various Purchasers including the PURCHASER/S herein shall also be put into the aforesaid account in order to facilitate the BUILDER/SELLER to operate and effect payment towards maintenance/upkeep as and when required till such time the SOCIETY/ ENTITY/ GENERAL SOCIETY is formed as stated hereinabove.
- (f) The BUILDER/SELLER shall invest the surplus fund, 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.

NOTE: Surplus Fund would be defined as the difference of the following funds.

- i) Amount collected by way of security deposit, Membership fee and maintenance Charges [as stated in Clause IX9 (b) i, IX (b)ii, IX (c)] : X
- ii) Actual amount (outgoing) required for the day to day running of the Building Complex/ Maintenance of the Building over a period

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iii) Surplus Fund would be the difference  
of X and Y

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(g) The BUILDER/ SELLER 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, as the case may be as per the balance amount remaining in the Banker's record alongwith an audited statement of account.

(h) The BUILDER/SELLER hereby agree to also 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.

**X. DISCLAIMER:**

(a) It is hereby declared by both the Parties herein that after the formation of the SOCIETY / ENTITY / GENERAL SOCIETY and the transfer of funds as envisaged in Clause IX (g) and (h), the PURCHASER/S and/or the SOCIETY/ ENTITY / GENERAL SOCIETY shall be liable to pay all the aforementioned expenses, charges, dues, taxes, levies, statutory or otherwise, by whatever name called. The BUILDER/SELLER shall not be responsible for any default in payment of such payments thereafter.

(b) It is clearly agreed and understood by the PURCHASER/S that the BUILDER/SELLER's responsibility during the above period

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only and the BUILDER/ SELLER shall not be held responsible for any accidents or thefts occurring within the precincts of "DEVASHRI GARDEN" Phase II.

**XI. INCREASE IN MAINTENANCE DEPOSIT ETC**

If the BUILDER/SELLER till such time the SOCIETY/ENTITY/ GENERAL SOCIETY is formed and the SOCIETY/ENTITY/ GENERAL SOCIETY after its formation is of the opinion that the amount fixed hereinabove will not be sufficient for proper governance and upkeep of the "WHOLE PROPERTY" (DEVASHRI GARDEN COMPLEX) including the Buildings thereon, then in such situation the BUILDER/SELLER and/or the SOCIETY/ ENTITY/GENERAL SOCIETY (as the case may be) can authorize to increase the maintenance deposit with prior intimation to the PURCHASER/S and the PURCHASER/S shall pay the same within 15 days from the date of such intimation and monthly recurring obligatory maintenance charges thereafter as per the revised rate and the decision of the BUILDER/ SELLER and/or SOCIETY/ ENTITY/ GENERAL SOCIETY in this regard shall be final, conclusive and binding on the PURCHASER/S and all purchasers of flats. Failure to pay to the BUILDER/SELLER as stipulated above, shall attract payment of simple interest of 12% (Twelve percent) per annum in respect of the amount due and payable on the respective days till it is paid or realized. It is not obligatory for the BUILDER/SELLER or SOCIETY/ ENTITY / GENERAL SOCIETY to demand the same in writing, although a notice may be sent to remind the PURCHASER/S only as a matter of courtesy.

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**XII. CLUB HOUSE:**

- (a) The BUILDER/SELLER shall construct a CLUB HOUSE in "DEVASHRI GARDEN" COMPLEX as stated in SCHEDULE V Clause 14. The said CLUB HOUSE as a value addition shall ultimately be transferred to the SOCIETY/ ENTITY / GENERAL SOCIETY for the beneficial use of all the flat purchasers. The PURCHASER/S shall be entitled to use the Club House, garden and such other recreational facilities provided by the BUILDER/SELLER, and such use shall be at the sole responsibility and risk of the PURCHASER/S or PURCHASER/S's family members and they shall abide by the rules and regulations framed by the BUILDER/SELLER or the SOCIETY/ENTITY/ GENERAL SOCIETY for this purpose from time to time.
- (c) All the purchasers of the flat including the PURCHASER/S of SAID FLAT are entitled to the Membership of the said CLUB HOUSE free of cost. However a sum of Rs.10,000/- (Rupees Ten thousand Only) shall be charged as detailed hereinbelow for each flat purchased as initial equipment cost of the said CLUB HOUSE. The maintenance charges towards the CLUB HOUSE shall be payable by each of the PURCHASER OF FLAT/S initially at the rate of Rs.250/- per flat per month, (for the time being) towards upkeep and maintenance of the facilities. The use of CLUB HOUSE will be permitted only to the PURCHASER/S of the Flat and his/her family. This maintenance charge is due and payable from the date of deemed occupancy of the respective flat purchased, which may be raised depending upon the input costs and other

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Details of payment to be made.

- a) On the day of signing of this Agreement : Rs. 5,000/-
- b) On Handing over Delivery of the SAID FLAT :Rs. 5,000/-
- TOTAL :Rs.10,000/-  
(Rupees Ten thousand Only)

XIII. GENERAL:

- (a) The PURCHASER/S hereby confirm having taken inspection, to his/their full satisfaction, of the requisite documents of title to the WHOLE PROPERTY and of the plans/ approvals/ license relating to the SAID PROPERTY or SAID FLAT or the Complex "DEVASHRI GARDEN".
- (d) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that, In respect of those flats located on the Fourth floor with horizontal flat roof i.e FOURTH floor of 'F' Building the PURCHASER/S of such flat have the optional right to independently use the open terrace space adjoining /above their respective flat/s to independently possess, use and enjoy the said open terrace space adjoining / above their respective flats. However, no construction is permitted nor any roof garden is allowed in order to ensure the safety and to prevent probable damages to the Slab beneath the open terrace.
- (c) The BUILDER/SELLER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the WHOLE PROPERTY and/or in the "DEVASHRI GARDEN" Phase II provided it does not in any way affect

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or prejudice the right of the PURCHASER/S in respect of the SAID FLAT.

- (d) The PURCHASER/S shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/SELLER may require from it from time to time in this behalf for safeguarding, inter alia, the interest of the BUILDER/SELLER and the PURCHASER/S.
- (e) The PURCHASER'S address for communication under this Agreement, shall be as under:  
Flat No.423, Kanunjo Apartments, Plot No.71,  
Patpargani, Delhi- 110 092

The PURCHASER/S shall also, from time to time notify any change in his/their address to the BUILDER/SELLER. 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 courier service agency, shall be deemed to have been lawfully served to the PURCHASER/S.

- (f) The PURCHASER/S hereby give/s his/their express consent to the BUILDER/SELLER to raise any loans against the WHOLE PROPERTY and/or "DEVASHRI GARDEN" Phase II and/or the Complex Devashri Garden 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 shall ensure to have any such charge/mortgage on the SAID FLAT

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the PURCHASER/S for delivery and possession under this Agreement.

- (g) If at any time prior to the execution of the Deed of Conveyance and handing over the respective flat to the PURCHASER/S as stipulated in this Agreement, the Floor Area Ratio presently applicable to the WHOLE PROPERTY is increased, such increase shall always vests with exclusively for the benefit of the BUILDER/SELLER alone without any rebate to the PURCHASER/S.
- (h) In the event the PURCHASER/S chooses to transfer his interest, effect any sale, conveyances, assignment, etc., of the SAID FLAT to any Third Party, in the intervening period till such time the possession of the SAID FLAT is handed over to the PURCHASER/S, the BUILDER/SELLER shall be entitled to receive from the PURCHASER/S, 2.5% of the sale consideration of this Agreement as "Transfer charges" and in addition on the PURCHASER/S shall pay a sum of Rs.5,000/- (Rupees Five thousand only) per transaction as transaction fee to meet the Professional charges of the Advocate. Further, the BUILDER/SELLER shall be a CONFIRMING PARTY in the subsequent agreement of transfer, as above.
- (i) The PURCHASER/S of flat hereby exercises his/their option to purchase the flat availing the one available stilted car parking area/slot to be allotted to them in terms of Clause No.V (a), V (b) & V (c) hereinabove and as per the plan enclosed herewith which shall form an integral part of this Agreement. PURCHASER/S shall pay to the

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deposit due for the car park area / slot in the following manner:

- i) On the day of signing of this Agreement : Rs. 30,000/-
- ii) On or before 31/05/07 : Rs. 37,500/-
- iii) On or before 30/11/07 : Rs. 37,500/-
- iv) On the date of handing over delivery of car parking area/slot which shall be on the same day of handing over delivery of the SAID FLAT : Rs. 10,000/-

TOTAL: Rs.1,15,000/-

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**XIV. DISPUTES/SETTLEMENT/ LITIGATION/ JURISDICTION:**

- (a) In the event any dispute or difference arising between the parties hereto in respect to 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 concerning this Agreement shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and the decision of the Arbitrator shall be final and binding on both the parties.

- (b) The venue of the Arbitration shall be at Panaji-Goa

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(d) Only the Courts in Panaji-Goa shall have the jurisdiction in this regard.

XV) The possession of the SAID FLAT has not yet been handed over to the PURCHASER/S, for the time being.

**SCHEDULE NO. I**  
**(DESCRIPTION OF THE WHOLE PROPERTY)**

ALL that piece and parcel of property known as "SOCOILEM GALLUM" situated at Porvorim within the limits of Village Panchayat of Socorro, Taluka Bardez, Sub-District of Bardez of the District of North Goa, of the State of Goa bearing Survey No. 21/2 totally admeasuring 21,460 sq. mtrs. shaded in red colour in the plan annexed hereto, registered in the Land Registration Office of Bardez, under Registration No. 50805 at pages 91 of Book B, 107 and enrolled in the Land Revenue Office under No. 1714 of the first circumscription and bounded as follows:-

On the North: By the land belonging to the Comunidade of Serula surveyed under No. 22

On the South: By the land belonging to Antonio Jose Riberio Surveyed under No. 392 and land admeasuring 8 meters 60 cms for road.

On the East: By plots surveyed under Nos. 21/1, 21/3, 21/2-A, 21/4, 21/5 and 21/6 and 392/1.

On the West: By the property of P.M. Kavelkar, Srikant S. Mulgaonkar and others surveyed under 390

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**SCHEDULE NO.II**

(Area of the property (portion) coming under development during Phase II)

All that piece and parcel of land admeasuring 6885 sq.mtrs. which is a part of the WHOLE PROPERTY described in Schedule I and as detailed in the Site Plan annexed. The said piece and parcel of land is an undivided part of the WHOLE PROPERTY and is fully described in SCHEDULE I hereinabove. This parcel of land (of the WHOLE PROPERTY) shall hereinafter be referred to as the SAID PROEPTY for the purpose of Phase II development.

**SCHEDULE NO.III**

**(DESCRIPTION OF THE SAID FLAT)**

Flat No.307 admeasuring approximately 107 sq.mtrs of super built up area (including the incidence of staircase and other common facilities); corresponding to built up area being 94.94 sq.mtrs and corresponding to carpet area being 86.15 sq.mtrs; on the THIRD floor in "F" Building, in the Complex named as "DEVASHRI GARDEN" Phase II of the WHOLE PROPERTY. The SAID FLAT is/are shown delineated in red boundary line in the plan annexed.

**SCHEDULE NO.IV**

**MODE OF PAYMENT**

On initial Booking	: Rs.2,27,108/-
On or Before May, 2007	: Rs.1,51,405/-

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BARDEZ

On or Before July, 2007	: Rs.1,51,405/-
On or Before August, 2007	: Rs.1,51,405/-
On or Before November, 2007	: Rs.1,51,405/-
On or Before January, 2008	: Rs.1,51,405/-
On or Before July, 2008	: Rs.1,51,405/-
On or Before November, 2008	: Rs.1,51,405/-
On handing over delivery of the SAID FLAT	: Rs. 75,702/-

Out of the amount of Rs.15,14,050/- of the total consideration Rs.1,51,405/- shall be the component of Earnest Money Deposit (EMD) as stipulated in Clause II (b) of the Agreement hereinabove.

**MODE OF PAYMENT FOR EXTRA WORKS:**

Extra works will be executed by the BUILDER/SELLER only after the amount corresponding to the cost of extra works is agreed to be payable by the PURCHASER/S and the amount is paid in advance. The estimate for the extra work, if any, prepared by the BUILDER/SELLER shall be final and binding.

**SCHEDULE NO. V**  
**STANDARD SPECIFICATION**

1. **STRUCTURE:** The Building consists of a Reinforced Cement Concrete framed structure. The masonry in plinth is of laterite stone in cement mortar. The masonry in superstructure is 20 cm thick laterite masonry in cement mortar. All partition walls are of brick burnt masonry in cement

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2. **PLASTER:** The Internal plaster is in one coat of cement mortar and finished with neeru. The external plaster in general is in two coats of cement mortar.
3. **FLOOR FINISH:** The entire flat except the toilet is finished with vitrified tiles (basic rate of tiles: Rs.500/- per sq.m). The flooring of the toilet is finished with ceramic tiles in floor (Basic rate of ceramic tiles: Rs.300/- per sq.m). Dado is provided upto full height with glazed tiles (Basic cost of glazed tile: Rs.300/- per sq.m). The terrace slab is waterproofed and finished with Indian patent stone above it. The passages is provided with ceramic tile flooring (Basic cost Rs.300/- per sq.mtr).
4. **WINDOWS:** The Windows in general are of powder coated aluminum sliding type. The toilet windows are aluminium framed glass louvered ventilators.
5. **DOORS:** Main door are of teak wood panelled door with polished finish. Main door frame is of Teakwood. Bedroom and kitchen doors including balcony doors are flush doors. Toilet doors shutter are of HDPE. All door frames except Toilet doorframes are in African Teakwood. Toilet door frames are in precast ferrocement.  
  
All doors are provided with SS fittings and SS Hinges. Main door accessories are in Brass.
6. **PAINTING:** Internal walls and ceiling are painted with 2 coats of Acrylic Bound Distemper. External walls are painted with 2

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7. **KITCHEN** : Cooking Platform with a stainless steel sink at one end is provided in the kitchen. The Platform is finished with black granite stone. The dado above platform and sink is provided with glazed tile upto 60 cm ht.

8. **TOILET/BATH** : Toilet is provided with European style W.C pan. The floor is of ceramic tile and having a glazed tile dado upto the ceiling. Part portion in one toilet is provided with RCC loft. Wash basin is provided in Toilet.

9. **DRAINAGE**: All sewage water is connected to the septic tank/sewerage line as per the requirements of the Local Authority.

10. **WATER SUPPLY**: Water is supplied to every flat through a common overhead tank provided for each Building which services all the flats. One underground sump and one electric pump is provided.

11. **ELECTRICAL INSTALLATION**: All wiring is in best quality copper wire concealed in walls and slabs.

12. **GENERAL**: Each owner shall obtain his / her / their electric connection from the respective Government Department.

(a) The BUILDER/SELLER shall provide the PURCHASER/S with the electrical test report to the effect that the works have been executed as per Government Regulations, which is sufficient for obtaining electrical connections.

(b) The PURCHASER/S shall however be required to pay the

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BUILDER/SELLER obtains electricity connection on behalf of the PURCHASER/S to the SAID FLAT, as under :-

The PURCHASER/S shall pay to the BUILDER/SELLER towards electricity deposit/ supervision charges/ connection charges/ transformer charges as follows, in case the BUILDER/SELLER obtains electricity connection on behalf of the PURCHASER/S

Rs.6,500/- for the SAID FLAT.

ii) Rs.5,500/- for Electronic Meter.

13. **EXTRA WORKS:** Any additional works desired by the PURCHASER/S, if permitted by the BUILDER/SELLER, subject to overall approval of the authorities concerned, if need be, shall further be executed by the BUILDER/SELLER subject to further extension of reasonable period of time purely at the sole discretion of the BUILDER/SELLER, provided the purchaser furnishes the details of extra items of work sufficiently well in advance before taking up internal works and the PURCHASER/S shall have to pay additional cost for such extra item work, in advance.

14. **CLUB HOUSE:** The BUILDER/SELLER is constructing a Club House in one corner of the open space for providing with Indoor facilities of Gymanasium, Table Tennis, Carrom and chess. The PURCHASER OF FLAT/S shall be automatically entitled to become a member of the said Club House free of cost by virtue of his/her having purchased a flat in the Complex. However, the PURCHASER OF FLAT/S shall pay Rs.10,000/- for the purpose as stated in Clause XII(b) hereinbefore. Apart from the above the PURCHASER OF

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consumption, equipment maintenance charges @ Rs.250/-  
per flat purchased per month (for the time being) as stipulated  
in Clause XII (b) hereinabove. The use of CLUB HOUSE will  
be permitted only to the PURCHASER/S of the Flat and  
his/her family.

- 15) Reimbursement of Infrastructure Tax is Rs.40/- per M2 of  
super built up area of flat (as stated in Clause VI (a) above.

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IN WITNESS WHEREOF the Parties hereto have set hands on the  
day and year first herein above mentioned.

SIGNED AND DELIVERED BY )  
the withinnamed BUILDER/ SELLER )  
M/s DEVASHRI REAL ESTATE DEVELOPERS)  
represented herein by its )  
Assistant Manager (Liaison) )  
SHRI.NANDAN KAMAT HELEKAR )  
at Panaji )

*Helekar*



Left hand finger prints

1.....  
2.....  
3.....  
4.....  
5.....

Right hand finger prints

1.....  
2.....  
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4.....  
5.....

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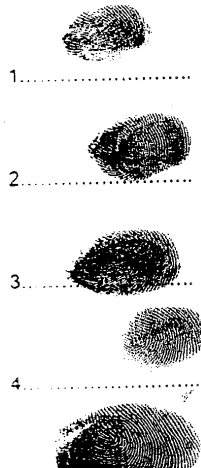
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SIGNED AND DELIVERED BY  
the within named PURCHASER  
MR. SANJAY GUPTA  
at Paneji

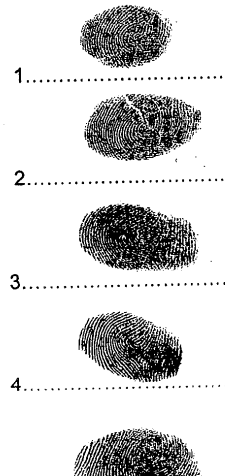
) (b) Summud  
) (SANJAY GUPTA)  
)  
)



Left hand finger prints



Right hand finger prints



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IN THE PRESENCE OF WITNESSES:

1. HANUWA KASHI Wife

2. PAWAN KUMAR son

B. Sumund H

Nandani Kaurat Halaker Halaker

AK



GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
PANAJI - GOA

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Plan showing plots situated at  
Socorro Village  
BARDEZ Taluka  
S.No./Sub Div No. 21/ 2  
Scale 1:1000



S. No. 22

SURVEY No. 21

S. No. 390

*B. Summoo*

*Nursine Khamat Helaker*  
*Helaker*

Computer Generated On 29-03-2006

Compared by *[Signature]*

S. No. 392



GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
PANAJI - GOA

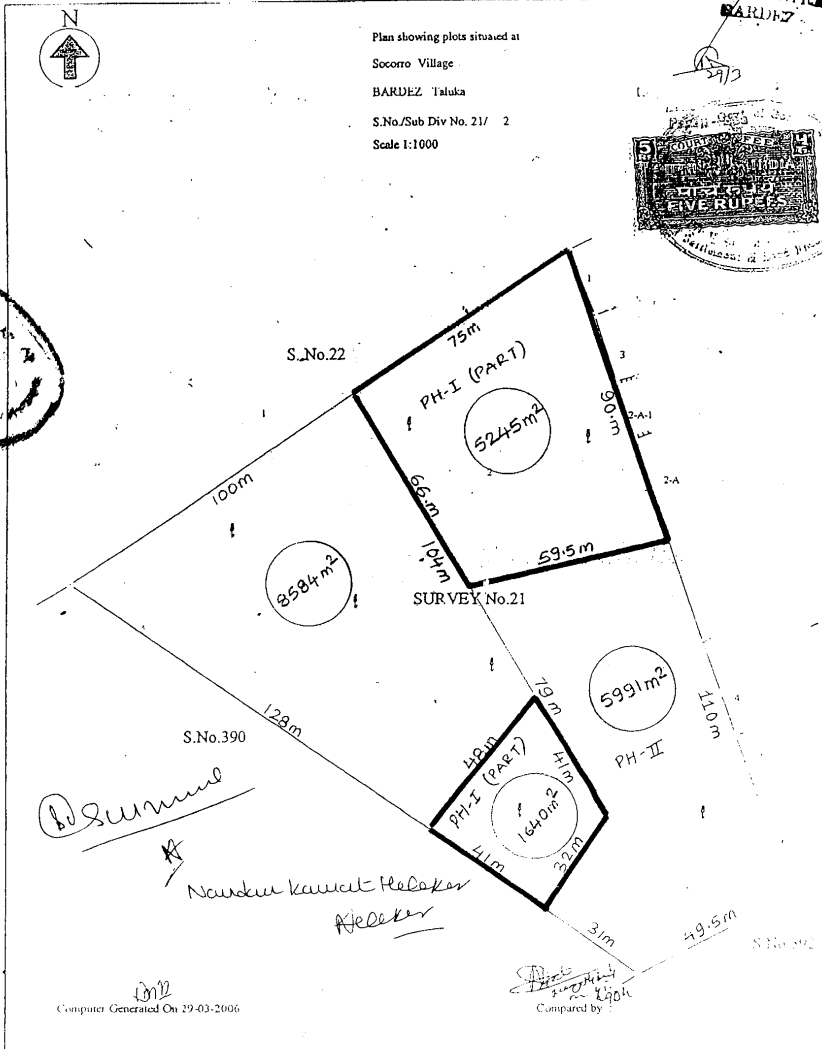
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608 - PANAJI  
BARDEZ



Plan showing plots situated at  
Socorro Village  
BARDEZ Taluka  
S.No/Sub Div No. 21/ 2  
Scale 1:1000



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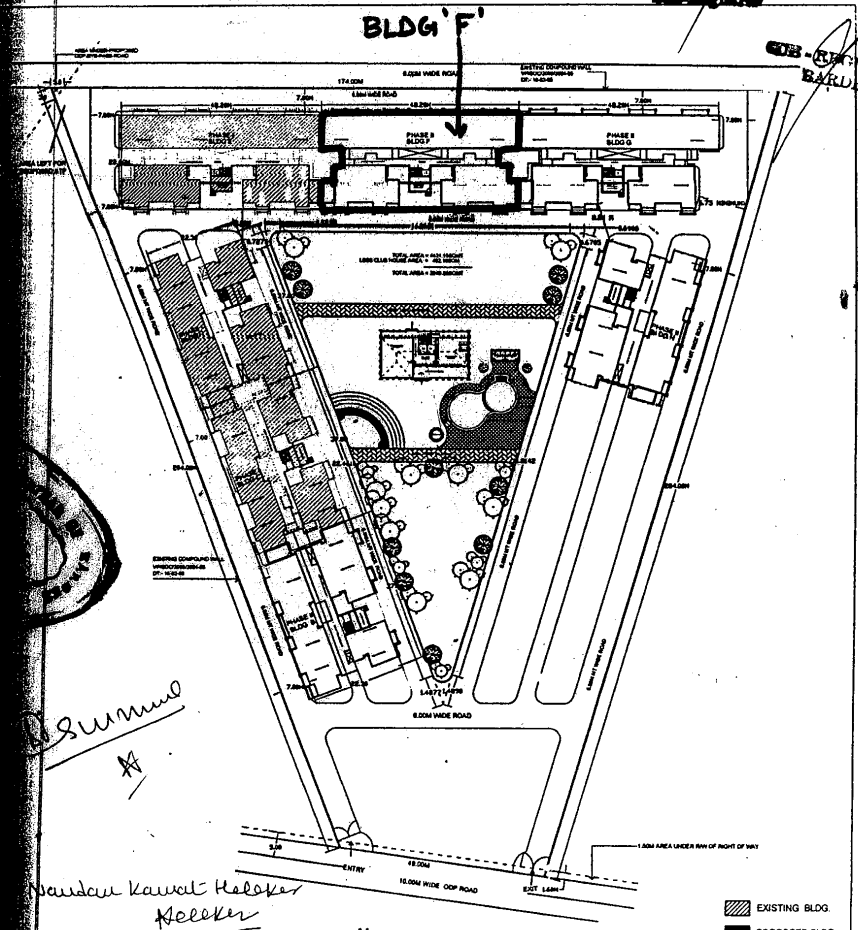
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Book 34

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BARDEZ

BLDG 'F'



Summ

Nandani Kavit Helkar  
Heelkar

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SITE PLAN

EXISTING BLDG.  
PROPOSED BLDG.

PROPOSED RESIDENTIAL BUILDINGS  
FOR MR. DEVASHRI REAL ESTATE DEVELOPER  
ON SURVEY NO. 2172 OF VILLAGE  
SOCORNO, BARDEZ.

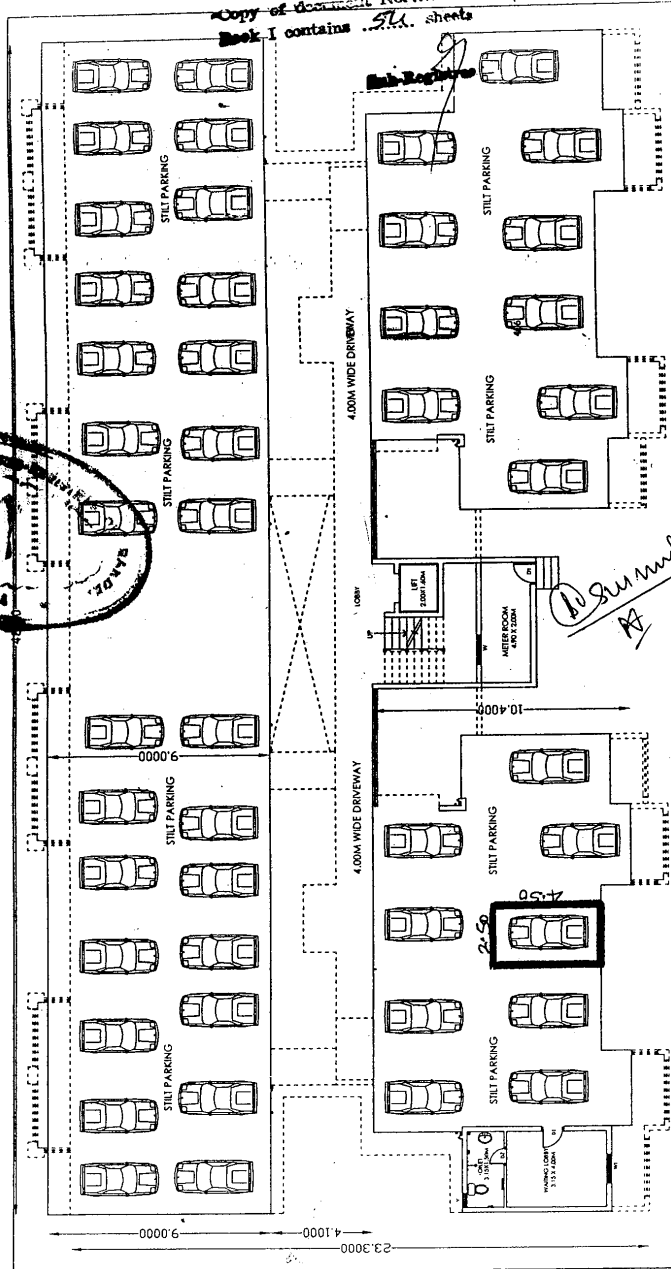
DEVASHRI GARDENS  
AT PORVORIM  
PHASE II

nilesh salkar associates  
architecture-engineering-interior design-salvation  
ground floor, hotel manish, f. l. gomes road, vasco-da-gama, goa 403002  
tel. + 91 832 231 1110, fax + 91 832 231 2983, email: nilesh@salkar.org



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PROJECT - PROPOSED RESIDENTIAL BUILDINGS  
 FOR M/S DEVASHRI REAL ESTATE DEVELOPER  
 LOCATION - ON SURVEY NO. 212 OF VILLAGE  
 SOCORRO, BARDEZ

DEVASHRI GARDENS  
 AT PORVORIM  
 PHASE II (BLDG F)

STILT FLOOR PLAN (BLDG F)

nilish salkar associates  
 architectural-engineering-urban design solution

Nandani Kaural  
 Heliker Bhaskar

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1) Shri. Nandan Kamat Helekar,  
 s/o. Late Govind Kamat Helekar,  
 aged 31 years, married,  
 r/o. Govind Bhavan, Chinchwada,  
 Chimbhel, Goa. Assistant Manager  
 (Liaison) of M/s. Devashri Real  
 Estate Developers. As Attorney for -  
 a) Shri. Shrinivas V. Dempo, major age,  
 married, Industrialist  
 s/o. Late Vassudeva Venkatesh  
 Sinai Dempo. r/o. Altinho, Panaji,  
 Goa.

2) Mr. Sanjay Gupta,  
 s/o. Mr. Vishwanath Gupta,  
 aged 42 years, married, Private Service,  
 having Permanent Account No. AAGPB-  
 64987, r/o. Flat No 123, Kanungo  
 Apartment, Plot No. 71, Patparganj,  
 Delhi.  
 Both the Parties are Indian Nationals.

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 admits execution of the so called  
 document

1) Nandan Helekar Helekar

(Sanjay Gupta)  
 (SANJAY GUPTA)

Service Age 31 1st. Decim. 409  
State that I have duly know  
the above person and  
and identify him/them.

1/ clear

g. s. s. s.

mapusa 16/10/2007

SUB-REGISTRAR  
BARDEZ

registered No. 5071  
at pages 54 to 108  
Book No. 7 Volume No. 2374  
date 17-10-2007

Sd/- A. S. Sletye  
Sub-Registrar



Notes for Corrections :-

No. of Mistakes : nil  
This is the true copy of the original  
Endorsement copied by :- Ashra  
True copy and endorsement  
Compared by :- Z. Ashra  
Reader :-  
Examiner :-



SUB-REGISTRAR  
BARDEZ

