

9. Pawan Chaudhary 9765565800

SPLENDOR



गोवा GOA

008969

Sr. No. 1717. Place of Vend: Panaji Date of issue 25.11.07
Value of stamp Rupees fifteen thousand only
Name of Mr. Sanjay Gupta
Rs. 15000
Two thousand and eight
Signature of the Purchaser

At last deal,

5663

DNB-Delhi - Pawan Chaudhary / Delhi - Dershni - Pawan Chaudhary / Sanjay Gupta

AGREEMENT FOR SALE

THIS AGREEMENT is made on this FIFTH day of
DECEMBER of the year Two Thousand Eight BETWEEN:

Asha Gupta

Asha Gupta

Asha Gupta



गोवा GOA 17/17 Place of Vend - Panaji Date of issue 25.11.08
 Value of Stamp Rupees fifteen thousand only
 Name of the Person Mr. Sanjay Gupta
 Residing in Panaji
 As there is no other stamp is attached

008970

[Signature]

Signature of the Purchaser

: 2 :

1. **M/S DEVASHRI REAL ESTATE DEVELOPERS**, a Partnership Firm having Permanent Account No.AABFD2012N with its Registered Office situated at Dempo House, Campal, 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, aged 32 years, married, Indian National, resident of Govind Bhavan, 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]
 Ashw Gupta



REGISTER OF
गोपनीय

1717 Date of Issue 25.11.08
Value Rupees Fifteen thousand only
Name M. Sanjay Gupta
Residence Patparganj
As the State Govt.
thousand only
Name is attached

008971

(Signature)

of the Purchaser

: 3 :

AND

- 2.A) MR.SANJAY GUPTA, son of Mr.Vishwanath Gupta, aged 42 years, married, Occupation Private Service, having Permanent Account No.AAGPG6498N, and;
- 2.B) MRS.ASHA GUPTA, wife of Mr.Sanjay Gupta, aged 40 years, married, housewife, having Permanent Account No.AETPG8803N, both Indian Nationals, residing at Flat No.423, Kanunjo Apartment, Plot No.71, Patparganj Delhi- 110092, hereinafter jointly referred to as the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, successors, legal representatives and assigns) of the SECOND PART.

(Signature)
Ashu Gupta



008972



Date of Voucher: 25.11.2008
 Rs. Fifteen thousand and
 Sanjay Gupta

thousand only.

Sixty two

(Signature)

: 4:

WHEREAS:

1. There exists a property known as 'ZAMBUL GALLUM' situated at Village Socorro of Porvorim, within the limits of Village Panchayat of Socorro, Bardez Taluka, District of North Goa, State of Goa and more particularly described in Schedule I hereunder written and hereinafter referred to as the "SAID PROPERTY".
2. The BUILDER/SELLER herein have purchased the "SAID PROPERTY" from its predecessors in title Shri.Rasiklal Mohanlal Gangani and Smt.Anasuya R.Gangani Vide Deed of Sale dated 16th January 2008, duly registered in the Office of the Sub-Registrar of Bardez, Mapusa under Registration No.436 recorded at Page No.291 to 326 of Book No.I Vol No.2435 dated 18-01-2008.

(Signature)
 ASH Gupta



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Sr. No. 1717 Place of Vend :- Panaji Date of issue 25.11.03

105875

Value of stamp paper Rupees one thousand only

Name of the vend M. Sankar Gupta

Residing at Panaji

As there is no value of Rs. 1000

Additional stamp value is attached

along with.

Signature of the vend

Signature of the Purchaser

: 5 :

Thus the BUILDER/SELLER herein came to be the absolute Owners in possession and title to the "SAID PROPERTY" admeasuring in all about 3,026 sq.mtrs.

3. The BUILDER/SELLER under a scheme of development is developing the SAID PROPERTY by constructing thereon a cluster of four residential Buildings as a Single Complex known as "DEVASHRI SPLENDOR" with some value added facilities such as children's play area, Swimming Pool and other usual standard features.

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Sr. No.17/7 Place of Verdict :- Panaji Date of issue 25.11.09
 Value of Stamp paper Rupees one thousand only
 Name of the M. Sankar Gupta
 Residing at Panaji
 As there is a stamp of Rs. 1000/- value is attached
 Additional along with

105876

Signature of the Purchaser

(Signature)

Signature of the Purchaser

: 6 :

4.a) The PURCHASER/S herein clearly understands and agrees that construction of the **four** residential buildings with value added features as stated hereinabove shall constitute the over all development of the "SAID PROPERTY" as a single entity viz "DEVASHRI SPLENDOR", which interalia includes facilities such as compound wall, children's play area, swimming pool, garden, planned and regulated entry and exit etc to the "SAID PROPERTY" for the ultimate beneficial use and enjoyment of the said facilities to all the flat purchasers under the scheme of development.

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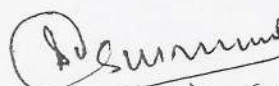
- (b) The entire project of "DEVASHRI SPLENDOR" shall have a cluster of Four Residential Buildings in all comprising altogether 27 flats. In addition to above there will be 27 reserved stilted car parking slots corresponding to each flat in the said Complex.
5. The Scheme as averred in clauses 1 to 4 above is the "Scheme of development" of the "SAID PROPERTY" as envisaged.
6. The BUILDER/ SELLER as per their Scheme of Development is taking up the construction of a cluster of four residential Buildings, in 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) Development permission to develop the SAID PROPERTY as shown in the Plan annexed .
- (b) Construction license bearing No.374/2008-2009 dated 03-05-2008 issued by the Village Panchayat of Socorro of Bardez Taluka
7. The BUILDER/SELLER intends to sell by allotting on ownership basis constructed flats in "DEVASHRI SPLENDOR".
- and
- The PURCHASER/S having agreed to this arrangement desires to purchase and acquire on ownership basis a constructed **Duplex type flat** in "DEVASHRI SPLENDOR".
8. The PURCHASER/S has /have approached the BUILDER/SELLER after having seen and verified the 'Schemes of development' of the "SAID PROPERTY", for purchase of a Residential Duplex type Flat, in "DEVASHRI SPLENDOR" constructed in the SAID

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PROPERTY in Building "A" (hereinafter referred to as the SAID BUILDING), located on different floor levels (i.e second and third floor level) and which Duplex type flat is duly identified herein as Flat No.201 more particularly shown in the plan annexed along with the facility to own, use and enjoy the available open terraces at different levels (i.e second & third floor level) on the basis of exclusivity by providing an internal staircase to reach at different floor levels and hereinafter referred to as the SAID FLAT more particularly described in SCHEDULE NO.II written hereinafter admeasuring approximately 228 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 located and identified.
- d) Proportionate area of the Lift Machine Room, the covered area below the Lift Machine Room, Ground floor entrance lobby, Ground floor Lift area (core) which are common to the entire building and other common facilities which occupies the constructed/covered area such as Swimming Pool, excluding the stilted car parking facility [which is 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


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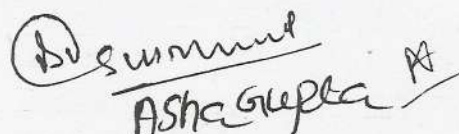
deposit of Rs.2,25,000/- as an one time deposit, with the BUILDER/SELLER.



- (e) Proportionate area of the exclusive open terrace at second and third floor level
- (f) The corresponding built up area of the SAID FLAT is 195.28 sq.mtrs and the corresponding carpet area is 151.35 sq.mtrs.

Note :

- i) Independent terrace, if any, is not a common amenity and shall be allotted only on exclusive basis as a value addition. 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.
- ii) Independent open Terraces, stilted car parking area which are not allotted on exclusive basis, as envisaged hereinabove, if any, shall remain the property of the BUILDER/SELLER for all time to come irrespective of the formation of the SOCIETY/ ENTITY / GENERAL SOCIETY in respect of the Buildings 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).
9. The BUILDER/SELLER has agreed to allot the SAID FLAT on ownership basis to the PURCHASER/S for a sum of Rs.61,40,000/- (Rupees Sixty one lac forty thousand Only) along with a copy of the Occupancy Certificate in respect


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of the SAID BUILDING including the SAID FLAT therein on the condition that the PURCHASER/S will bind himself/themselves under the terms and conditions of this Agreement for the purchase of the SAID FLAT, more particularly described in Schedule II.

10. The PURCHASER/S has/have agreed to pay the above said sum of **Rs.61,40,000/-** (Rupees Sixty one lac forty thousand Only) for the purchase of the SAID FLAT as per the Mode of payment prescribed in Schedule No. III hereinafter written.
11. The PURCHASER/S has/have seen the Standard Specifications as described in Schedule No.IV, hereinafter written and also verified the approved plan of the SAID FLAT, a copy of the plan is attached hereto and marked in red boundary line for the purpose of identification, of which both the parties herein 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, stilted car parking plan, access to the "SAID PROPERTY" regulating the entry and exit, 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,

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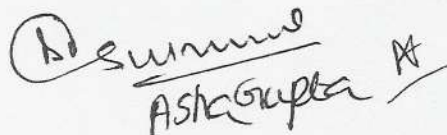
provided however without reducing the super built-up area of the SAID FLAT.



NOW THIS AGREEMENT WITNESSETH AS UNDER:-

I. PREMISES.

- (a) The BUILDER/SELLER has offered to sell, and the PURCHASER/S has / have agreed and accepted to purchase and acquire the SAID FLAT on ownership basis as per the **Scheme of development** admeasuring **228 sq.mtrs** of super built-up area (including the incidence of exclusive open terrace, staircase and other common amenities), corresponding to the built up area being **195.28 sq. mtrs** and which is co- related to the corresponding carpet area of SAID FLAT being **151.35 sq.mtrs**; **which flat is duly identified as SAID FLAT No.201 along with the facility to own use and enjoy the available open terraces at different levels (i.e second and third floor levels) on the basis of exclusivity by providing an internal staircase to reach at different floor levels** in the Housing Complex, named "DEVASHRI SPLENDOR" for a sum consideration of **Rs.61,40,000/-** (Rupees Sixty one lac forty thousand Only) exclusive of applicable taxes, duties, levies, fees, etc., due and payable (during the subsistence of this Agreement) in accordance with the mode of payment as stipulated in SCHEDULE III appended to this Agreement. The PURCHASER/S shall make an advance payment of **Rs.9,21,000/-** 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 SPLENDOR".


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- ii) The "SAID FLAT" shall conform to the Standard Specifications detailed in SCHEDULE IV of this Agreement.
- iii) The BUILDER/SELLER shall under normal conditions sell on ownership basis (after construction) in "DEVASHRI SPLENDOR" the SAID FLAT No.201 admeasuring approximately **228** sq.mtrs (including the incidence of exclusive open terrace, staircase and other common facilities) corresponding to the built up area being **195.28** sq.mtrs and corresponding to carpet area being **151.35** sq.mtrs; as stated hereinabove on different floor level (i.e **Second & third floor level**) in Building "A" as per the approved plans with such variations and alterations as the 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 super built-up area of the SAID FLAT.

The BUILDER/SELLER being the owner of the said building and premises thereof in the SAID PROPERTY 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 SPLENDOR".

II. CONSIDERATION:

- (a) In consideration of the purchase of the SAID FLAT the PURCHASER/S agree/s to pay a sum of **Rs.61,40,000/-** (Rupees Sixty one lac forty thousand Only) subject to clause VI a, b, and c, hereinafter written and as per the mode of payment specified in Schedule No.III on or before the dates provided therein.


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- (b) The above said sum of **Rs.61,40,000/-** includes the cost of the incidence of land proportionate to the super built up area of the SAID FLAT and an amount of **Rs.6,14,000/-** 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 the other rights reserved, 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.6,14,000/-** 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/s of its choice 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 by way of compensation or otherwise.
- (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

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the PURCHASER/S under this Agreement, if any such amount remains due and unpaid for seven days or more.

- (f) The BUILDER/SELLER shall have control over the SAID FLAT being the owner thereof till such time the 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 is realised.

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 30 months from the date of receipt of construction license PROVIDED,**
- i) 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 promptly and.
 - ii) the PURCHASER/S signs and execute all applications and documents required for the formation of the SOCIETY/ ENTITY/ GENERAL SOCIETY as may be decided by the BUILDER/ SELLER in his capacity as a CHIEF PROMOTER as envisaged hereinafter under this Agreement.
- (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.

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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 issue of the 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 SPLENDOR"** shall be of the respective purchasers and also the maintenance cost proportionate to the extent of the super built-up area of the flat towards the common amenities provided in the **"DEVASHRI SPLENDOR"** 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

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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 Agreement, in which event, the BUILDER/SELLER shall within four weeks from the receipt of such notice refund to the 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 by way of liquidated damages in respect of such termination as determined by the adjudicating authority as stipulated hereunder. 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 non-delivery 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 made applicable. The PURCHASER/S shall not

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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 Complex "**DEVASHRI SPLENDOR**".

- (f) The PURCHASER/S shall from the date of possession maintain the SAID FLAT, 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 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

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PURCHASER/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, 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.

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

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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 / handing over possession / written intimation to the PURCHASER/S of flat, to take possession of flat whichever 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

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subsequent Purchaser/s of this SAID FLAT wherein the BUILDER/SELLER is going to be a Confirming Party alongwith the SOCIETY/ ENTITY/ GENERAL SOCIETY.



- (b) In the event, the PURCHASER/S exercises the option to purchase a stilted car parking area/slot, the 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. 50,000/-
- b) On or before June, 2008 :Rs. 82,500/-
- c) On or before October, 2008 :Rs. 82,500/-
- 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.2,25,000/-

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

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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 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 SPLENDOR" shall be payable by all the Purchasers of flat in "DEVASHRI SPLENDOR" 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.50/-** 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.14 of Schedule IV 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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- (b) Any levy or tax of any nature including service tax, if levied or becomes due and payable subsequently by the BUILDER/SELLER or on the Complex "DEVASHRI SPLENDOR" or on individual flats in "DEVASHRI SPLENDOR" 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 specifically 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/ 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

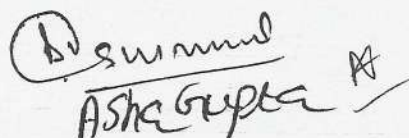
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Complex as a whole before getting the Occupancy Certificate. It is further agreed and deemed to have been explicitly consented by the PURCHASER/S that the BUILDER/SELLER shall be entitled to amalgamate the SAID PROPERTY with one or more adjoining properties 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 SAID PROPERTY by the diverse PURCHASER/S of the flats therein 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/their express consent to the above and it shall be considered as consent in writing of the PURCHASER/S required by law.

- (c) All plans for the SAID **"DEVASHRI SPLENDOR"** 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 SAID 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.
- (d) The BUILDER/SELLER shall be entitled to unilaterally revise the plans and/or specifications relating to
 - (i) The exterior of **"DEVASHRI SPLENDOR"**
 - (ii) All common structures/ areas/ amenities in and around the **Complex DEVASHRI SPLENDOR** including adding/ modifying / deleting/ relocating any such structures/ areas/ amenities till the final submission of plans for approval and


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grant of Occupancy Certificate to be in consonance with the DEVASHRI SPLENDOR in the SAID PROPERTY .



- (e) 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.IV hereunder written are not altered.
- (f) 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. IV 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.

In addition to above it has been made clear to the PURCHASER herein and the PURCHASER has consented as an end user, that the extra item of work asked for by him and to be executed by the BUILDER/SELLER as above, shall only be at his risk, responsibility and functional

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efficiency of such changes asked for and the BUILDER/SELLER shall not be held responsible or accountable or answerable or called upon either to re-do or re-place the same as a 'defective item of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of the PURCHASER are a deviation from the standard and time tested design adopted by the BUILDER/SELLER, under the scheme of development.

In the event the PURCHASER/S, either during the subsistence of this Agreement/ or after taking over the possession of the SAID FLAT makes any changes or additions in the electrical layout more particularly described in detail in Clause 11 of SCHEDULE IV hereinafter appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by the BUILDER/SELLER for the SAID FLAT, then in such an event the BUILDER/SELLER shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings developing any alleged defects/ deficiencies either in its quality or performance and the PURCHASER/S shall be solely responsible for the same at his / her/ their own risk and cost.

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 in the SAID PROPERTY, the BUILDER/SELLER shall initiate and assist the PURCHASER/S herein including all the other flat purchasers in his capacity as CHIEF PROMOTER (being owner / Developer / Builder / Seller of the SAID PROPERTY) in facilitating them to form a SOCIETY/ENTITY/ GENERAL SOCIETY for owning and/or maintaining the SAID

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PROPERTY and in getting conveyed the "SAID 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 "SAID PROPERTY" corresponding to the extent of the holdings of the respective flat proportionate to the super built up area in the name/s of each of the individual Purchaser/s and further, assist in the formation of GENERAL SOCIETY for the purpose of maintenance/ upkeep of the Buildings and Complex in the SAID PROPERTY.


- (b) The decision of the BUILDER/SELLER in this regard shall be final and binding on all the purchasers of flats including the PURCHASER/S of SAID FLAT irrespective of the fact that the 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 SAID PROPERTY ("**DEVASHRI SPLENDOR**") 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 "SAID PROPERTY" to the SOCIETY / ENTITY/GENERAL SOCIETY or to accept the conveyance of the undivided impartible and proportionate share in the "SAID 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).

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- (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.
- (f) No objection shall be taken by the PURCHASER/S if any changes or modifications are made in the bye-laws or rules 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 SPLENDOR"**.
- (h) In the event a SOCIETY/ENTITY/GENERAL SOCIETY is formed and/or registered well before the completion of all the Buildings in **"DEVASHRI SPLENDOR"** COMPLEX, i.e., well before the completion of the scheme of development in the Whole 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 SAID PROPERTY or the SAID FLAT or the said COMPLEX **"DEVASHRI SPLENDOR"** or this Agreement.

(Signature)
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- (i) The BUILDER/SELLER shall be in absolute control of unsold flats in **"DEVASHRI SPLENDOR"**.
- (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.
- (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 SPLENDOR"** is exclusively that of the Purchaser/s (including the PURCHASER/S herein) of various premises in **"DEVASHRI SPLENDOR"** 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

(Signature)
ASHA GUPTA

- 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 till 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 regular upkeep / governance and proper maintenance of the "SAID PROPERTY" and the buildings standing thereon 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 flats. Accordingly therefore the obligation to pay regularly on the part of the PURCHASER/S herein 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 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 from the date of taking possession / deemed possession of flat shall be required to pay regularly to the BUILDER/ SELLER till such time the SOCIETY/ ENTITY / GENERAL SOCIETY is formed or promoted and thereafter to the SAID SOCIETY/ENTITY/ GENERAL SOCIETY maintenance charges at **Rs.10/-** (Rupees Ten Only) per sq. mtr. of super built-up area

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purchased, per month of FLAT area, due and payable in advance by the 5th of the month, along with the applicable service tax if any levied by the competent authorities 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.

It is further agreed by and between the Parties herein that the BUILDER/SELLER 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 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 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 herein above.

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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 IX (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 of 3 months (to be worked out on Quarterly basis) : Y
- iii) Surplus Fund would be the difference of X and Y : X - Y

(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 a certified audited statement of account by the BUILDER/SELLER's Auditors.

(h) The BUILDER/SELLER 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.

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more particularly when the end user i.e the PURCHASER/S of flat is made cognizant of the brand of items, manufactured by reputed manufacturers in the Trade and Industry, before it is being used in the respective flat and later on allegedly found to be defective or deficient in performance, unless and until the manufacturer of such defective or deficient items are also made a dominant Party/ies in the dispute.

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 regular upkeep of the "SAID PROPERTY" (**DEVASHRI SPLENDOR**) including the Buildings thereon, then in such a situation the BUILDER/SELLER and/or the SOCIETY/ ENTITY/GENERAL SOCIETY (as the case may be) shall have the power 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 as the case may be shall be final, conclusive and binding on the PURCHASER/S herein and all the purchasers of flats. Failure to pay to the BUILDER/SELLER and or the SOCIETY/ ENTITY/ GENERAL SOCIETY (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 dates 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

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X. DISCLAIMER:



- (a) The BUILDER/SELLER hereby disclaims any responsibility after the formation of the SOCIETY / ENTITY / GENERAL SOCIETY and the transfer of funds as envisaged in Clause IX (g) and (h), and it is the PURCHASER/S and/or the SOCIETY/ ENTITY / GENERAL SOCIETY as the case may be shall alone 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 held responsible for any such alleged default in the payments made earlier vicariously or otherwise or on its precedence subsequently, by the Society.
- (b) It is clearly agreed and understood by the PURCHASER/S that the BUILDER/SELLER's responsibility during the above period till such time the SOCIETY / ENTITY / GENERAL SOCIETY is formed shall only be confined to the extent of payment of the above expenses only and the BUILDER/ SELLER shall not be held responsible or accountable for any accidents or mishaps of any nature either in the Swimming Pool or in the internal roads and thefts occurring or that may occur within the precincts of "DEVASHRI SPLENDOR".
- c) The PURCHASER/S herein agrees and understands that the BUILDER/SELLER shall not be held responsible, accountable or liable or answerable either to compensate or replace in the event any of the construction material used in the construction of the Building and the flat purchased herein such as wood, accessories, wiring material, fixtures and fittings as detailed in the SCHEDULE IV Clause 15 of the Agreement herein, developing any alleged defects/ deficiencies either in its quality or performance like change in colour, pigmentation etc during the subsistence of the defect liability period, being the products of the reputed manufacturers in Trade and Industry,

(Signature)
Ashu Gupta

a notice may be sent to remind the PURCHASER/S only as a matter of courtesy.



XII. SWIMMING POOL:

- (a) The BUILDER/SELLER shall construct a SWIMMING POOL in "DEVASHRI SPLENDOR" COMPLEX. The said SWIMMING POOL 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 Swimming pool, 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.
- (b) All the purchasers of the flat including the PURCHASER/S of SAID FLAT are entitled to the Membership of the said SWIMMING POOL free of cost. However a sum of Rs.30,000/- (Rupees Thirty thousand Only) shall be charged as detailed hereinbelow for each flat purchased as initial Infrastructure cost of the said SWIMMING POOL. The maintenance charges towards the SWIMMING POOL shall also be payable by each of the PURCHASER OF FLAT/S initially at the rate of Rs.600/- per flat per month, (for the time being) towards upkeep and maintenance of the facilities. The use of SWIMMING POOL (facilities) will be restricted only to the PURCHASER/S of the Flat and his/her family members. The 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 services from time to time.

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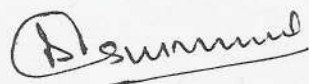



Details of payment of initial Infrastructure cost to be made (in installments).

a) On the day of signing of this Agreement	: Rs.15,000/-
b) On Handing over Delivery of the SAID FLAT	: <u>Rs.15,000/-</u>
TOTAL	: <u>Rs.30,000/-</u>
(Rupees Thirty 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 SAID PROPERTY and of the plans/ approvals/ license relating to the SAID PROPERTY or SAID FLAT or the Complex "**DEVASHRI SPLENDOR**".
- (b) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties that Independent terrace, if any, is not a common amenity and shall be allotted on exclusive basis as a value addition. 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.
- (c) The BUILDER/SELLER 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 "**DEVASHRI SPLENDOR**" provided it does not in any way affect or prejudice the right of the PURCHASER/S in respect of the SAID FLAT.


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(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 them from time to time in this behalf for safeguarding, inter alia, the interest of the BUILDER/SELLER and the PURCHASER/S as well.

(e) The PURCHASER'S address for communication under this Agreement, shall be as under:

Flat No.423, Kanunjo Apartment, Plot No.71,
Pat Parganj Delhi - 110092

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 SAID PROPERTY and/or "**DEVASHRI SPLENDOR**" 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 completely vacated before the SAID FLAT is handed over to 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

(Signature)
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Area Ratio presently applicable to the SAID 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, **7.5%** of the sale consideration of this Agreement as "Transfer charges" and in addition the PURCHASER/S shall pay a sum of **Rs.7,500/- (Rupees Seven thousand five hundred 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 **along with 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 BUILDER/SELLER a non-refundable non-interest bearing deposit due for the car park area / slot in the following manner:

- | | | |
|------|---|---------------|
| i) | On the day of signing of this Agreement | : Rs.50,000/- |
| ii) | On or before June, 2008 | : Rs.82,500/- |
| iii) | On or before October, 2008 | : Rs.82,500/- |

(Signature)
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- 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.2,25,000/-

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XIV. DISPUTES/SETTLEMENT/ LITIGATION/ JURISDICTION:

- (a) In the event any dispute or differences 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

- (c) The language of Arbitration shall be in English.

- (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.

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SCHEDULE NO.I
(DESCRIPTION OF THE SAID PROPERTY)



ALL that piece and parcel of property known as "ZAMBUL GALLUM" situated at Village Socorro 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.372/13 admeasuring about 3,026 sq. mtrs. bounded in red colour in the plan annexed hereto, registered in the Land Registration Office of Bardez, under Registration No.51158 at pages 75 of Book B, 108 which represent half of the land registered and enrolled in the Land Revenue Office of Bardez under Matriz No.1555 of the first circumscription and bounded as follows:-

On the North
&

On the South : By the Property of Alberto Jose De Lima
Fernandes and Mrs.Berta Cecilia Conceicao
Couto E Lima Fernandes

On the East : By the road which leads to Paitona.

On the West : By the land belonging to Inocencio Lobo,
Sadanand Anant Ramani and others.

SCHEDULE NO.II
(DESCRIPTION OF THE SAID FLAT)

Duplex Flat No.201 admeasuring approximately 228 sq.mtrs of super built up area (including the incidence of exclusive open terrace, staircase and other common amenities) along with the facility to own, use and enjoy the available open terraces at different levels [i.e second & third floor level] on the basis of exclusivity with the use of an internal staircase to reach at different floor levels. The corresponding built-up / carpet area details are as under:

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	Second floor level	Third floor level	Total
Super Built-up area	122.21 M2	105.79 M2	228.00 M2
Built-up area	103.53 M2	91.75 M2	195.28 M2
Carpet Area	86.73 M2	64.62 M2	151.35 M2

The SAID FLAT is situated in 'A' Building, in the Complex named as **"DEVASHRI SPLENDOR"** of the SAID PROPERTY. The SAID FLAT is/are shown delineated in red boundary line in the plan annexed.

SCHEDULE NO.III
MODE OF PAYMENT

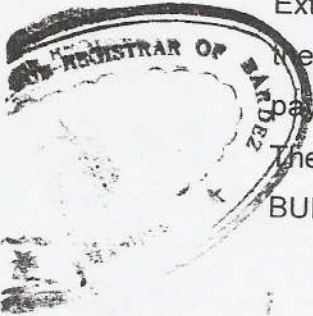
On initial Booking	: Rs.9,21,000/-
On or Before May, 2008	: Rs.6,14,000/-
On or Before June, 2008	: Rs.6,14,000/-
On or Before July, 2008	: Rs.6,14,000/-
On or Before August, 2008	: Rs.6,14,000/-
On or Before October, 2008	: Rs.6,14,000/-
On or Before November, 2008	: Rs.6,14,000/-
On or Before June, 2009	: Rs.6,14,000/-
On or Before October, 2009	: Rs.6,14,000/-
On handing over delivery of the SAID FLAT	: Rs.3,07,000/-

Out of the amount of **Rs.61,40,000/-** of the total consideration **Rs.6,14,000/-** shall be the component of Earnest Money Deposit (EMD) as stipulated in Clause II (b) of the Agreement hereinabove.

(A) *Summum*
ASHU GUPTA

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.IV
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 mortar.
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 and Kitchen is finished with vitrified tiles (basic rate of tiles: Rs.500/- per sq.m). The flooring of the kitchen and toilet is finished with ceramic tiles in floor (Basic rate of ceramic tiles: Rs.300/- per sq.m). Dado in toilet 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 are 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.

(Signature)
ASHA GUPTA



5. **DOORS**: Main door are of teak wood panelled 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 coats of water proof cement paint over a coat of primer.
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 copper wire concealed in walls and slabs.

(Signature)
ASTR Gupta



Electrical load of the SAID FLAT is distributed in the following manner:

- i) **Hall / Dining** : 3 Nos- 5 amps 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) **Bedrooms** : 1 No – 5 amps point, 2 Nos light points, 1 No fan point, 1 No- 15 amps point for the provision of A.C
 - iii) **Kitchen** : 2 Nos – 5 amps point, 3 Nos – 15 amps points, 2 Nos light points, 1 No. fan point (No provision has been made for A.C point in the kitchen)
 - iv) **Toilets** : Each Toilet has been provided with 1 No.– 5 amps point, 1 No. -15 amps point for water heater, 1 No.light point.
- 1 No – 5 amps point and light point has been provided near the wash basin in the passage.
- v) **General** : 1 No light point in the passage leading to the hall, 1 No light point above the entrance door, 1 No light point each in the balcony, 1 No light point in the passage outside the toilet have all been provided.

The total consumption load of electricity for the said flat is designed, as per the abovesaid electrical layout for ~~8.00~~ Kilo watts load. The PURCHASER/S clearly understands the abovesaid electrical layout and expressly agrees to abide by the same and not make any variation which are likely to increase

(Signature)
Ashu Gupta

(Signature)
Ashu Gupta

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 provided considering the above load.



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 following amounts to the BUILDER/SELLER prior to taking possession of SAID FLAT, in case the BUILDER/SELLER obtains electricity connection on behalf of the PURCHASER/S to the SAID FLAT, as under :-.
- i) 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.7,500/-** 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

(Signature)
Ashu Gupta

: 45 :

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) Reimbursement of Infrastructure Tax is **Rs.50/-** per M2 of super built up area of flat (as stated in Clause VI (a) above.

15) The PURCHASER/S is/are aware of and concurred that only the following materials and accessories manufactured by reputed Companies are being utilized in the Building construction.

Sr.No.	Material	Manufacturer
(a)	Cement	L & T, A.C.C, Corromandel
(b)	Steel	Goa Ispat
(c)	Wall Ready Primer	Tuff Plast, Surfacem
(d)	Internal Paint	ICI or Equivalent
(e)	External Paint	ICI or Equivalent
(f)	Vitrified Tiles	Naveen, Johnson & Johnson
(g)	Ceramic Tiles	Kajaria or equivalent
(h)	Glazed Tiles	Kajaria or equivalent
(i)	Switch Box, Plates & DBS	Legrand, Crabtree
(j)	Wires	Finoiex, Anchor
(k)	Bath fittings	Marc, Crabtree
(l)	Toilet Hardware	Hindware, Cera

Sumit
Ashu Gupta

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

Right hand finger prints

1.....

1.....

2.....

2.....

3.....

3.....

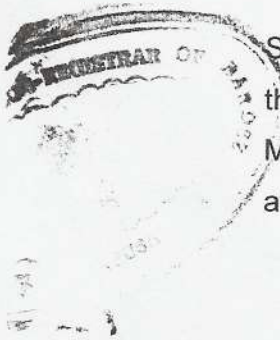
4.....

4.....

5.....

5.....

(Signature)
ASHA GUPTA A



SIGNED AND DELIVERED BY
the within named PURCHASER NO.1
MR. SANJAY GUPTA
at Panaji

)
) (b) Summud
)
) SANJAY GUPTA



Left hand finger prints

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

Right hand finger prints

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

(b) Summud
Ashok Gupta *AK*



SIGNED AND DELIVERED BY
the withinnamed PURCHASER NO.2
MRS.ASHA GUPTA
at Panaji

) Asha Gupta
)
) Asha Gupta
) _____



Left hand finger prints

1.....
2.....
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Right hand finger prints

1.....
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As Gupta
Ash Gupta

: 49 :



IN THE PRESENCE OF WITNESSES:

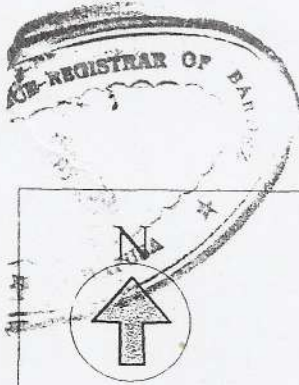
1. Archana Prashu *AP*

2. Pawan Kumar *PK*

Disputed
ASHA Gupta *A*



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



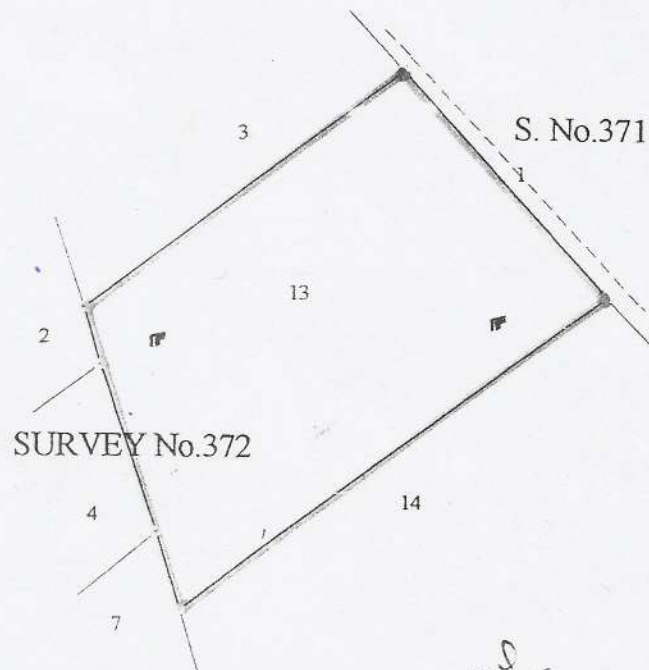
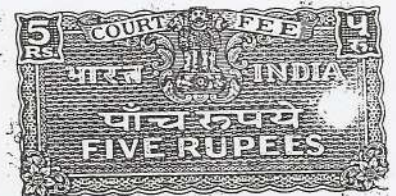
Plan showing plots situated at

SOCORRO Village

BARDEZ Taluka

S.No./Sub Div No. 372/ 13

Scale 1:1000



M. V. V.
Computer Generated On 15-01-2008

A. Summud
ASHA GUPTA
8/1/08
Compared by: *A*



Government of India

3

	Rs.	P.
	50.	00
	560	00
	610	00

Stamp Duty Paid: 62,000.00

the presenter

	Photo	Thumb Impression	Signature
1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th			<i>Acevedo</i>

4. Mr. Late Govind Kishan Chaudhar, Mar. Med. Indian, age 34, 11, Ch. Bh. Chawda, Ch. Bh. Chawda, Assistant Manager (Liaison) for N/A.

THURSDAY

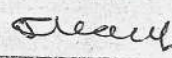

Married, Indian, age 42, 2 Years, Service, r/o Flat No. 423, K
PAN No. AEP0648N



Thumb impression	Signature
	

Married, Indian, age 42, 2 Years, House Wife, r/o Flat No. 423, K
PAN No. AEP0648N

Thumb impression	Signature
	

Business Details	Signature
ate school Araujo, Married, Indian, age 62 Alim, S. Colo-Goa	
, S. Indhir Singh anya, 2 Years, Service, r/o Devashri Garden,	


**REGISTRAR
BARDEZ**