

STREET INDEX

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THESE RESULTS ARE IN ACCORD WITH THE FINDINGS OF OTHER STUDIES THAT HAVE SHOWN THAT THE USE OF A SINGLE-STEP PROCESS CAN BE EFFECTIVE IN REDUCING THE RISK OF INFECTION IN PATIENTS WITH A SINGLE-STEP PROCESS.

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AGREEMENT FOR REDEVELOPMENT

For THE JAMATA CO-OP HOUSING SOCIETY LTD.

CHAIRMAN

SECRETARY

For DEVALUATION: MIRAMON LIMITED LIABILITY PARTNERSHIP

Advertisement Simulation

BETWEEN

1. THE JANATA CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society classified as Housing Society under Sub Classification No. 5(a) Tenant Ownership Housing Society registered on 21.12.1978 under Code symbol No. HSG(a)-68/GOA, with the Registrar of Cooperative Societies, having it's registered Office at Jay Prakash Nagar, Aquem, Margao, Salcete, Goa, 403601, having PAN ~~AAHAB2283Q~~, represented herein by it's Office bearers viz, (i) **Chairman-** MR. JAYAPRAKASH K. HEGDE, son of Krishna Rayappa Hegde, aged 53 years, married, having PAN ~~AAHAB2283Q~~, Aadhar Card No. ~~1234 5678 9012~~, Indian National, resident of X/F/02, Janata Co-op Housing Society, Aquem-Alto Margao, Goa (ii) **Secretary-** MR. DAMODAR MOHANDAS BHAT, son of Mohandas Bhat, aged 60 years, married, having PAN CARD No. ~~1234 5678 9012~~, Aadhar Card No. ~~1234 5678 9012~~, Indian National, resident of C-S-6, Janata Co-op Housing Society, Aquem-Alto Margao, Goa, authorized vide resolutions passed in the Special General Body Meeting of the Society held on 20.03.2022 a copy whereof is appended hereto, hereinafter referred to as the **FIRST PARTY** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include it's successors-in-title, legal representatives and assigns) of the **FIRST PART**;

AND

2. M/S DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP, having PAN No. ~~AAHAB2283Q~~ with its Registered Office situated at Premises No. 6, 5th floor, 7 Rahimtulla House Homji Street, RBI Hornimal Circle, Fort, Mumbai, 400001, Maharashtra and its Administrative Office situated at 710-712,



For THE JANATA CO-OP HOUSING SOCIETY LTD

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For DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP

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7th floor, Dempo Towers, Patto Plaza, Panaji, Goa, represented in this act by its, Asstt. Manager, (Liaison, Legal & Statutory Compliance) namely, **Mr. Vivek Laxman Desai**, son of Laxman Desai, aged 44 years, married, having PAN No. **XXXXXXXXXX**, Indian National, resident of D-203 Satt Adhar Arcade, Peddem, Mapusa Goa, authorized vide resolution passed at the meeting of the designated partner of Devashri Nirman Limited Liability Partnership held on 02.06.2022, hereinafter called as **SECOND PARTY** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his representatives, successors or assigns equitably claiming through them) of the **SECOND PART**;

WHEREAS the **FIRST PARTY** is a Society classified as Housing Society under Sub Classification No. 5(a) Tenant Ownership Housing Society registered on 21.12.1978 under Code symbol No. HSG(a)-68/GOA, with the Registrar of Cooperative Societies, having its Registered Office at Jay Prakash Nagar, Aquem, Margao, Salcete, Goa, 403601, presently having 58 members.

AND WHEREAS the **SECOND PARTY** is a partnership concern constituted under the Limited Liability Partnership Act, 2008. The said partnership concern i.e. the **SECOND PARTY** is carrying on its business of construction of residential/commercial complexes and other building projects.

AND WHEREAS there exists a Property known as '**PALMAR BERNARDO FRANCISCO DA COSTA OU NAICALEM PREMEIRA ADICAO OU PREMEIRA LOTE E QUARTE PARTE**

For THE JANATA CO-OP. HOUSING SOCIETY LTD.



CHAIRMAN



SECRETARY

For DEVASHRI NIRMAL LIMITED LIABILITY PARTNERSHIP



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DE RUMBRACHEM BATTA LOTE B' situated at Aquem, within the limits of Municipal Council of Margao, Taluka and Sub-District of Salcete and District South Goa, described in the Land Registration Office of Salcete under No. 46107 at fls. 81V of Book B 120 of New Series and inscribed in the name of M/s Y. D. Sadekar & Bros. under No. 50887 at folios 14V of Book G 62, bearing Matriz Nos. 96 and 210 of Salcete Taluka Revenue Office and is bounded:-

East :-	By the Plot belonging to Costa and Co. Ltd. & Plot of Krishna Lado Borkar.
West:-	By Municipal road.
North:-	By house of Anant Narsinha Naik
South:-	By property belonging to M/s N. B. Kamat & Sons Ltd.

The property described hereinabove shall be hereinafter referred to as the "**SAID LARGER PROPERTY**".

AND WHEREAS the portion of the SAID LARGER PROPERTY being Lote B admeasuring 4,596 square metres, bearing Chalta No. 17 of P. T. Sheet No. 221 of City Survey Margao, situated at Aquem, Margao, Goa, stands recorded in the Form D in the name of Y. D. Sadekar & Bros., hereinafter referred to as the "**SAID PROPERTY**" and more particularly described in **Schedule-I** written herein under.

AND WHEREAS vide Agreement to Sell dated 15.09.1977 M/s. Y. D. Sadekar & Brothers, a Partnership firm agreed to sell unto Shri. Raghurai Tamba or his nominee, a portion of the **SAID PROPERTY** and the said Shri.Raghurai Tamba required the said



For THE JANATA CO-OP. HOUSING SOCIETY LTD.

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M/s. Y. D. Sadekar & Brothers to sell to the FIRST PARTY herein, the **SAID PROPERTY** in two phases/parts.

AND WHEREAS in accordance with the aforesaid Agreement to Sell dated 15.09.1977, M/s Y. D. Sadekar & Brothers sold to the FIRST PARTY herein, a portion of the **SAID PROPERTY**, excluding the area utilised for public road, in two portions, i.e. (i) a portion admeasuring 2,614 square metres vide Deed of Sale dated 05.02.1979 registered before the Sub-Registrar of Salcete, Margao, Goa, under Registration No. 185 at pages 284 to 291, Book I, Vol. 231 dated 30.04.1981, and (ii) a portion admeasuring 1,568 square metres, vide Deed of Sale dated 21.07.1980, registered in the Office of the Sub-Registrar of Salcete, Margao, Goa, under Registration No. 704 at pages 82 to 88, Book-I, Vol. 244 dated 26.12.1981. The FIRST PARTY thus became the lawful owners in possession of a total area admeasuring **4,182** square metres, hereinafter referred to as the "**SAID PLOT**" and more particularly described in **Schedule-II** written herein under and delineated in red coloured boundary lines on the plan annexed hereto and attached as **ANNEXURE I**.

AND WHEREAS it is apparent that an area of 4,182 square metres was agreed to be sold from 4,596 square metres, which indicates that an area of 414 square metres was utilised for the widening of the public road.

AND WHEREAS the FIRST PARTY then constructed 8 (Eight) buildings comprising of 57 flats and 01 Godown , in the **SAID PLOT**, the plans for construction of the said existing 8 (Eight) buildings in the **SAID PLOT**, having been approved by the Town and Country Planning Department and the Construction License issued by the Margao Municipal Council and upon completion of

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For DEVASHIRI NURWAN LIMITED LIQUIDITY PARTNERSHIP

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the construction, the Occupancy Certificate bearing Nos. MMC/ENGG/F.3/15/80 dated 24.05.1980 and MMC/ ENGG/ F.3/ 12/1984 dated 18.02.1984, came to be issued by the Margao Municipal Council. The said 8 (Eight) buildings in the **SAID PLOT** are hereinafter referred to as the "**SAID EXISTING BUILDINGS**" for the sake of brevity.

AND WHEREAS thereafter the "**SAID EXISTING BUILDINGS** were allotted separate Survey numbers and accordingly all the eight Buildings have been surveyed in the records of rights in the City Survey of Margao in following manner:

Building A surveyed under Chalta Nos. 141 and 140 of PT Sheet No. 221;
 Building B surveyed under Chalta Nos. 137 and 136 of PT Sheet No. 221;
 Building C surveyed under Chalta Nos. 134 and 133 of PT Sheet No. 221;
 Building D surveyed under Chalta Nos. 103 and 102 of PT Sheet No. 201;
 Building E surveyed under Chalta Nos. 104 and 105 of PT Sheet No. 201;
 Building X surveyed under Chalta Nos. 130 and 131 of PT Sheet No. 221;
 Building Y surveyed under Chalta Nos. 135 of PT Sheet No. 221;
 Building Z surveyed under Chalta Nos. 138 and 139 of PT Sheet No. 221;

AND WHEREAS initially for the purpose of construction, the FIRST PARTY had obtained loans from the Goa State Co-operative Housing Finance & Federation Ltd., The repayment of the loans having been secured by Deed of Mortgage dated 14.08.1979 and Deed of Mortgage dated 10.09.1982 registered



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in the Office of the Sub Registrar of Salcete, Goa, by creating a charge on the Said Buildings constructed on the **SAID PLOT**.

AND WHEREAS on the repayment of the said loan vide Deed of Release dated 14.12.2011 registered in the Office of the Sub Registrar of Salcete at Margao under Registration No. MGO-BK1-06581-2011, Book-1, CD No. MGOD56 dated 14.12.2011, the Goa State Co-operative Housing Finance & Federation Ltd., released in favour of the FIRST PARTY the Said Buildings along with the **SAID PLOT**, meaning thereby that the Mortgage that was registered in favour of the Bank stood cleared.

AND WHEREAS the allotment of the said 57 flats and 01 Godown is mentioned against the respective names of the present 58 members is as below which apartment are hereinafter be referred to as the **SAID EXISTING PREMISES**.



SR. No.	NAME OF THE MEMBERS	UNIT No. and BUILDING No. PRESENTLY EXISTING ON THE SAID PLOT	CARPET AREA (Sq.Mts.)	BUILT UP AREA (Sq.Mts.)
		Building - A		
1	Mr. Ashish Mukesh Patel	Flat - A/G/01	64.04	73.50
2	Mr. Joseph Noronha	Flat - A/G/02	62.18	70.92
3	Mr. Krishnanath P. Bhangui	Flat - A/F/01	64.04	73.50

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For DEVASIRI WOMAN LIMITED LIABILITY PARTNERSHIP

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4	Mrs. Indira Rajendra Pai	Flat - A/F/02	62.18	70.92
5	Sheikh Abul Hassan	Flat-A/S/01	64.04	73.50
6	Khairunissa Shaikh Ismail	Flat-A/S/02	62.18	70.92
		Building-B		
7	Mr. Shailesh Gajanan Guinde	Flat - B/G/03	62.33	70.92
8	Mrs. Ratan Satchitanand Bhatkar	Flat - B/G/04	62.18	70.81
9	Noorjahan Bi Muzawar	Flat - B/F/03	62.33	70.92
10	Aisha Shaikh	Flat - B/F/04	62.18	70.81
11	Smt. Amita Mukherjee alias Amita Rudraji Agshiker and; Smt Aparna Sanket Kamat Timble alias Aparna Rudraji Agshiker	Flat - B/S/03	62.33	70.92
12	Mrs. Kumuda Mhalsekar	Flat - B/S/04	62.18	70.81
		Building-C		
13	Mr. Agnelo Almeida and; Mrs. Carmen E. Almeida Nee Jaques	Flat - C/G/05	62.33	70.81
14	Mrs. Geeta Gurunath Ghodge	Flat - C/G/06	62.18	70.39
15	Mr. Deepak K. Kumavat	Flat - C/F/05	62.33	70.81
16	Mr. Manoj Vasantlal Solanki	Flat - C/F/06	62.18	70.39
17	Mr. Altaf Rehman Khan	Flat - C/S/05	62.33	70.81
18	Mr. Damodar Mohandas Bhat.	Flat -	62.18	70.39



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		C/S/06		
		Building - D		
19	Mr. Ravindra P. S. Borkar	Flat - D/G/07	62.18	70.39
20	Mr. Ashfaq Ahamod	Flat - D/G/08	64.04	73.10
21	Mrs. Chhaya P. Vaze alias Chhaya Vidyakumar Barve	Flat - D/F/07	62.18	70.39
22	Mr. Bharat Manu Patel	Flat - D/F/08	64.04	73.10
23	Mr. Sutharkar Venkat Rao	Flat - D/S/07	62.18	70.39
24	Mrs. Manisha Nilesh Moraskar	Flat - D/S/08	64.04	73.10
		Building - E		
25	Mr. Mohanlal Hiraji Rotangor	Flat - E/G/09	64.10	73.21
26	Mrs. Meena Gajanan Alve	Flat - E/G/10	63.59	72.62
27	Mrs. Savita Changanlal Patel	Flat - E/F/09	64.10	73.21
28	Smt. Smita Vishwas Sardesai and; Smt. Lakshmi Shailendra Kakule	Flat - E/F/10	63.59	73.21
29	Mr. Milind R Salaskar	Flat - E/S/09	64.10	73.21
30	Mr. Tabib Mamlekar	Flat - E/S/10	63.59	72.62
		Building - X		
31	Mrs. Zamila A D'costa	Flat - G/X/01	67.35	76.49
32	Mr. Marcellino Rebello	Flat - G/X/02	62.33	71.09



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33	Mrs. Sushma Satish Sambari	Flat-X/F/01	67.35	76.49
34	Mr. Jayaprakash Krishna Hegde	Flat-X/F/02	62.33	71.09
35	Mr. Anthony Cramoso Lemos	Flat-X/S/01	67.35	76.49
36	Mrs. Daphne D'souza	Flat-X/S/02	62.33	71.09
		Building-Y		
37	Mr. Arvind A. Shah	Flat-Y/G/03	62.18	71.09
38	Mr. Terence D'souza	Flat-Y/G/04	62.18	70.89
39	Mrs. Maria Dos Antos Pinheiro	Flat-Y/F/03	62.18	71.09
40	Mrs. Lavina D. Rodrigues Da Costa	Flat-Y/F/04	62.18	70.89
41	Mr. Shantilal Jatanraj Mehta	Flat-Y/S/03	62.18	71.09
42	Mr. Gokuldas Laxman Morajkar	Flat-Y/S/04	62.18	70.89
		Building-Z		
43	Mr. Jaisandesh Eknath Kossambe	Flat-Z/G/05	62.33	70.89
44	Mr. Dayanidesh Eknath Kossambe	Flat-Z/G/06	62.33	71.53
45	Mrs. Seema Sanjay Manerker	Flat-Z/F/05	62.33	70.89
46	Smt. Pratibha Rajendra Paigankar	Flat-Z/F/06	62.33	71.53
47	Mrs. Sanjana Sandeep Shetkar	Flat-Z/S/05	62.33	70.89
48	Mrs. Seema Vallabh Gude	Flat-Z/S/06	62.33	71.53
		Basement		
49	Mrs. Anita Khiru Sawant	Flat-B/8	34.08	39.55
50	Mr. Suhas K. Kamat	Flat-B/7	34.10	38.48
51	D. V. Kamat & Bros	Godown/01	29.95	33.52
52	Mrs. Karishma Dilip Shirodkar	Flat-B/06	67.64	76.59



FOR THE MAHARASHTRA HOUSING SOCIETY LTD.

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FOR DEVASHA NIKAMAN LIMITED LINCLITY PARTNERSHIP

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53	Mr. Rupesh Ambadas Walaulker	Flat-B/05	34.12	38.31
54	Mrs. Kalawati Mohan Sukhtanker	Flat-B/04	34.66	38.98
55	Mr. Raju Ramakant Paiguinker	Flat-B/03	34.66	38.98
56	Mrs. Smita Guruprasad Sinai Kudchadkar	Flat-B/02	34.12	38.31
57	Mr. Sanjay Sazroba Manerker	Flat-B/B	34.12	38.31
58	Mrs. Ratan Ramesh Paiguinker	Flat-B/A	32.26	37.34

AND WHEREAS the FIRST PARTY are the absolute and lawful owners in possession, occupation and enjoyment of the **SAID PLOT** and were in the possession of the SAID EXISTING BUILDINGS, in the manner as stated above, that there are no encumbrances or charges of any kind whatsoever on the **SAID PLOT** and SAID EXISTING BUILDINGS, that there are no claims against the **SAID PLOT** and SAID EXISTING BUILDINGS of whatsoever nature, that the FIRST PARTY have not entered into any Agreement for Sale, Agreement for Redevelopment, or Memorandum Of Understanding with any other person/s and that there are no legal impediments whatsoever for the FIRST PARTY to enter into the present transaction. The SAID EXISTING BUILDINGS comprising of SAID EXISTING PREMISES on the **SAID PLOT** in possession and occupation of the FIRST PARTY shall hereinafter be referred to as the **FIRST PARTY'S PREMISES**.

AND WHEREAS the SAID BUILDINGS in the **SAID PLOT** being in urgent need of repairs and maintenance, in view of the Inspection Report issued by Vasudev Khaunte, a Civil Consultant, the FIRST PARTY along with majority of its members decided to redevelop the **SAID PLOT** rather than spend on the repairs and

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

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For DEVASHIS MURMAN LIMITED LIABILITY PARTNERSHIP

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maintenance by Resolution adopted by the FIRST PARTY in it's Special General Body Meeting dated 24.10.2021.

AND WHEREAS on the strength of being one of the reputed Real Estate Developers in the State of Goa the FIRST PARTY have approached the SECOND PARTY with a proposal for the Redevelopment of their Society Property.

AND WHEREAS the FIRST PARTY has represented to the SECOND PARTY that the **SAID PLOT** is zoned under "SPR" Zone, with a Floor Area Ratio (FAR) of 200% and has produced a Zoning Certificate dated 27.12.2021 under No. SGPDA/ZON-82/992/21-22 issued by the South Goa Planning and Development Authority, Margao Goa.

AND WHEREAS the SECOND PARTY on the basis of the representations of the FIRST PARTY as aforesaid and believing the same to be true and correct and having satisfied themselves as regards the title of the FIRST PARTY to the marketability of the **SAID PLOT** and based on the copies of the documents made available for scrutiny and inspection, have agreed to redevelop the same, as per the terms and conditions agreed upon with the FIRST PARTY.

AND WHEREAS the SECOND PARTY has given an offer to redevelop the **FIRST PARTY'S PREMISES** broadly on following terms:

- I. The SECOND PARTY shall demolish the SAID EXISTING BUILDINGS and upon such demolition shall construct 3 (THREE) new buildings with basement



For THE JAMNATA CO-OP HOUSING SOCIETY LTD.

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For DEVASHRI NIRMAL LIMITED (REALTY PARTNERSHIP)

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and stilt plus eight floors, which will be constructed within the permissible limit of 200 FAR,

- ii. To construct three buildings which will have a total No. of 108 Flats and 20 Shops i.e. (36 Nos. FLATS of 3BHK, 62 Nos. FLATS of 2BHK, 10 Nos. FLATS of 1BHK and 20 Nos. SHOPS),

- iii. The FIRST PARTY shall be allotted Flats having 21 % more usable carpet area over and above the usable carpet area of the **SAID EXISTING PREMISES**.

- iv. It has also been agreed that out of the 108 flats to be constructed in the proposed new Building Project on the **SAID PLOT**, 58 flats along with one car park for each flat shall be allotted to the FIRST PARTY; the same being:

- (a) 49 (Forty-Nine) Nos. of 2-BHK residential flats in the proposed new building project (Building No. A & B) along with one car park each in the Basement, to be constructed on the **SAID PLOT**.

- (b) 09 (Nine) Nos. of 1-BHK residential flats in the proposed new building project (Building No. A & B) along with one car park each in the Basement to be constructed on the **SAID PLOT**.

The above referred premises shall together be hereinafter referred to as the **FIRST PARTY'S NEW PREMISES** and are shown in the Plans annexed herewith at **ANNEXURE II(Coily)** and the corresponding 58 car parking slots allotted to the FIRST



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CHAIRMAN


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For DEVASHIS INDIAN LIMITED LIABILITY PARTNERSHIP


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PARTY are shown in red colour on the Plan annexed herewith at
ANNEXURE III.

v. Onetime relocation charges of Rs. 10,000/- each for 58 members, shall be paid by the SECOND PARTY to the FIRST PARTY, upon the handover of the vacant possession of the **FIRST PARTY'S EXISTING PREMISES** and such payments shall be subject to applicable TDS at prescribed rate and any other direct/indirect taxes as levied by Government.

vi. The SECOND PARTY to pay to the FIRST PARTY a monthly sum of Rs. 15,000/- for 2 BHK Flats, Rs. 10,000/- for 1 BHK Flats, Rs. 10,000/- for Godown, towards compensation for alternate accommodation to its members and sum of Rs. 10,000/- to society towards compensation for alternate office premises, such sum shall be paid upon the handover of the vacant possession of the **FIRST PARTY PREMISES**. The SECOND PARTY shall continue to pay to the FIRST PARTY such sum till the SECOND PARTY offers intimation for handover of possession of the **FIRST PARTY'S NEW PREMISES** and such payments shall be subject to applicable TDS at prescribed rate and any other direct/indirect taxes as levied by Government.

vii. The SECOND PARTY shall pay a sum of **Rs.1,00,00,000/-** (Rupees One Crore only) to the FIRST PARTY as a corpus fund to be attributed to all the 128 members forming a part of the proposed 3 New Building Project, such sum shall be paid within 3



For THE JANAYA CO-OP HOUSING SOCIETY LTD.

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For DEVASHEE NIRMAL LIMITED LIASULTY PARTNERSHIP

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months from the date of handing over of possession of the **FIRST PARTY'S NEW PREMISES**, subject to applicable TDS at prescribed rate and any other direct/indirect taxes as levied by Government.

- viii. In addition to the above, the SECOND PARTY has also offered to provide M. S. Grills for windows of each flat, Bore well for the Society subject to technical feasibility, elevator to accommodate 10 people at a time for Building Nos. A, B & C each, additional elevators to accommodate 8 people at a time for Building Nos. A & B each, Club House/ Mini hall/ Gym, etc.

AND WHEREAS as a consideration towards cost of redevelopment to be incurred by the SECOND PARTY, the FIRST PARTY has offered ALL areas other than **FIRST PARTY'S NEW PREMISES**, to the SECOND PARTY comprising of:

- a. 50 (Fifty) Nos. of residential flats from and out of 108 flats i.e. 1 (One) No. of 1-BHK Flat in the Building No. A, 13 (Thirteen) Nos. of 2-BHK Flats in the Building Nos. A and B and 36 (Thirty-Six) Nos. of 3-BHK Flats in the Building Nos. A, B and C, and 20 Nos. of Shops i.e. 10 Nos. in the Building No. A and 10 Nos. in the Building No. B, to be constructed on the SAID PLOT.
- b. The balance parking slots after excluding 58 parking slots allotted to the FIRST PARTY shall be allotted to the SECOND PARTY.
- c. The terrace at the roof level of the Buildings 'A', 'B' and 'C' shall be allotted to the SECOND PARTY. The



For THE JAMNATA CO-OP HOUSING SOCIETY LTD. For DEVASHRI NIRMAL LIMITED LIABILITY PARTNERSHIP


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SECOND PARTY shall have the exclusive rights to further allot such Terraces to their respective Purchasers.

The said 50 Nos. flats and 20 Nos. Shops along with the balance car parking slots and any other remaining areas including the roof level terraces of 'A', 'B' and 'C' Building, shall together be hereinafter referred to as the **SECOND PARTY'S PREMISES**.

AND WHEREAS the FIRST PARTY have accepted the said offers of the SECOND PARTY as aforesaid and the FIRST PARTY have decided unanimously to appoint the SECOND PARTY to carry out the redevelopment of the **SAID PLOT** and for this purpose a resolution was passed in the Special General Body Meeting held on 24.10.2021 interalia resolving that the FIRST PARTY shall entrust unto the SECOND PARTY, the redevelopment of the **SAID PLOT** to construct new buildings on the **SAID PLOT** upon demolition of **SAID BUILDINGS**.

AND WHEREAS vide a Special General Body Meeting held on 20.03.2022, the FIRST PARTY has further resolved to amend the Bye Law No. 5(g) of the Co-operative Housing Society Ltd., as under;

"5 (g) To Re-develop/Reconstruct the colony by providing suitable alternate accommodation on rent before demolishing the existing structures and in its place build new structures fully utilizing the FAR as provided by the Town and Country Planning Department and as decided by the General Body."

The above amendment was approved by the Assistant Registrar of Coop. Societies, South Zone, Margao, Goa.

For THE JAVATA CO-OP. HOUSING SOCIETY LTD.


CHAIRMAN

SECRETARY

For DEVAISHI NIRMAL LIMITED LIABILITY PARTNERSHIP


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AND WHEREAS subsequently on approval of the FIRST PARTY the SECOND PARTY has got prepared the plans for the purpose of redevelopment of the **SAID PLOT**, in terms whereof the 3 new buildings could be constructed on the **SAID PLOT** which are as under :

BUILDING	NO. OF FLOORS	FLATS/SHOPS	TYPE
A	Basement, Stilt + Eight	46 flats + 10 SHOPS	1, 2 & 3 BHK flats and SHOPS
B	Basement, Stilt + Eight	46 flats + 10 SHOPS	1, 2 & 3BHK flats and SHOPS
C	Basement, Stilt + Eight	16 Flats	3 BHK flats
TOTAL		128	

AND WHEREAS the FIRST PARTY agreed with the SECOND PARTY that the allotment of the **FIRST PARTY'S NEW PREMISES**, amongst 58 members of the FIRST PARTY is done by the FIRST PARTY, and the SECOND PARTY is not involved in such allotment and shall not be responsible in any manner for such allotments. Upon execution of this agreement, no further changes in allotment in the **FIRST PARTY'S NEW PREMISES** and the car parking slots allotted shall be permissible.

AND WHEREAS the SECOND PARTY through their Advocate has published the Public Notice in the local newspaper, The Navhind times dated 24.06.2022 seeking any objection from general public/banks/ financial institution etc. with regards to any claim relating to and/or In respect to the **FIRST PARTY'S EXISTING**



For THE JANATA CO-OP HOUSING SOCIETY LTD.

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PREMISES and No objection of whatsoever nature has been received thereof.

AND WHEREAS the SECOND PARTY has gone through all the title documents and is convinced that the FIRST PARTY have clear and marketable title to enter into this agreement with the FIRST PARTY.

AND WHEREAS by AGREEMENT FOR REDEVELOPMENT dated 19th July, 2022 executed between the FIRST PARTY and SECOND PARTY, duly executed before Notary Public, Adv. Subhash Sawant registered under No. 1171/22 on 19.07.2022, the FIRST PARTY has entrusted the work of Redevelopment of SAID PLOT to the SECOND PARTY on terms and conditions more specifically mentioned in the said AGREEMENT FOR REDEVELOPMENT. The said AGREEMENT FOR REDEVELOPMENT shall herein after be referred to the **FIRST AGREEMENT FOR REDEVELOPMENT**.

AND WHEREAS as per the terms and conditions agreed in the **FIRST AGREEMENT FOR REDEVELOPMENT** the FIRST PARTY for the purpose of Redevelopment has obtained the vacant possession of the **FIRST PARTY'S EXISTING PREMISES** occupied by the FIRST PARTY's present 58 members and handed over the same to the SECOND PARTY after disconnecting all the utilities such as electricity, water, telephone, etc.

AND WHEREAS the SECOND PARTY will register the said Redevelopment project under RERA. The FIRST PARTY shall provide full cooperation and sign the necessary application, forms, undertaking etc. if required for the purpose of obtaining Registration under RERA.



For THE JANATA CO-OP. HOUSING SOCIETY LTD.


CHAIRMAN

SECRETARY

For DEVASHIRI NIKMAN LIMITED LIABILITY PARTNERSHIP


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AND WHEREAS the parties hereto have now agreed to reduce the terms of their agreement in writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the FIRST PARTY do hereby agree to entrust unto the SECOND PARTY for the purpose of redevelopment, the land area of 4182 square meters i.e. the **SAID PLOT** shown more particularly on the plan marked in red colour boundary line annexed hereto at **ANNEXURE- I**, the same being a portion of Said Larger Property, known as "**PALMAR BERNARDO FRANCISCO DA COSTA OU NAICALEM PREMEIRA ADICAO OU PREMEIRA LOTE E QUARTE PARTE DE RUMBRACHE BATTA LOTE B**" situated at Aquem, within the limits of Municipal Council of Margao, Taluka and Sub-District of Salcete and District South Goa, which property is found described in the Land Registration office of Salcete, under description no. 46107 at fls. 81V of Book 120 of New Series and Inscribed under No. 50887 at follos 14V of Book G 62 , bearing Matríz Nos. 96 and 210 in the Taluka Revenue office of Salcete and presently surveyed in the records of rights under Chalta No. 17 of P. T. Sheet No. 221 of City Survey Margao, situated at Aquem, Margao, Goa.



2. That the **FIRST PARTY** has specifically declared to the **SECOND PARTY**, with respect to the **SAID PLOT/SAID EXISTING BUILDINGS/SAID EXISTING PREMISES** as under:

- a) That the **FIRST PARTY** is the absolute and lawful owner in possession, occupation and enjoyment of the **SAID PLOT** and no person/s other than the **FIRST PARTY** and

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

[Signature]
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SECRETARY

For DEVASHRI KIRMANI LIMITED LIASLITY PARTNERSHIP

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it's members have any right, share or interest in the **SAID PLOT;**

- b) That its title to the **SAID PLOT /SAID EXISTING BUILDINGS/SAID EXISTING PREMISES** is clear and marketable and that the same is free from all encumbrances and charges whatsoever, except Flat No.C/F/05;

- c) That the **SAID EXISTING PREMISES** on the **SAID PLOT**, as on this date, are not mortgaged to any Bank or Financial Institution or to any third party/ies, by the **FIRST PARTY** or its respective member except Flat No.C/F/05;

- d) That there are no encumbrances or charges of any kind whatsoever on the **SAID PLOT /SAID EXISTING BUILDINGS/SAID EXISTING PREMISES**, except Flat No.C/F/05;

- e) That there are no claims against the **SAID PLOT** by any Mundcar under the Goa, Daman & Diu Mundcars (Protection from Eviction) Control Act, or by any tenant under the Goa, Daman& Diu Agricultural Tenancy Act;

- f) That there are no claims against the **SAID EXISTING BUILDINGS** and/ or **SAID EXISTING PREMISES** by any tenant under the Goa, Daman & Diu Buildings(Lease, Rent and Eviction) Control Act;



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For DEVASHIRI NIRMAL LIMITED LIABILITY PARTNERSHIP

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g) That the FIRST PARTY and/or it's members have not entered into any Agreement for Sale, Agreement for Redevelopment, or MOU or any other arrangements with any other person/s in respect to the **SAID PLOT/SAID EXISTING BUILDINGS/SAID EXISTING PREMISES;**

h) That the FIRST PARTY has agreed and declared that they shall not negotiate with any third party pertaining to development/ redevelopment of **SAID PLOT /SAID EXISTING BUILDINGS/SAID EXISTING PREMISES,** during the validity of this agreement or it's subsequent renewals / extensions;

i) That the **SAID PLOT/ SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES** is neither subject to any lien or attachment by the Government or by any Bank or Financial Institution nor forming the subject matter of any Land Acquisition of any kind whatsoever except charge of Bank of Baroda, Benaulim Branch created on Flat No. C/F/05, however said bank has no objection for redevelopment subject to executing Tripartite Agreement with Said Bank by the FIRST PARTY and/or respective member;

j) The FIRST PARTY hereby confirms that there are no electrical wires, or underground cables, water/drainage/sewage pipelines etc, passing through the **SAID PLOT/SAID EXISTING BUILDINGS/SAID EXISTING PREMISES;**



For THE JAMUNA CO-OP. HOUSING SOCIETY LTD.

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SECRETARY

For DEVASHIRI NIRMAN LIMITED LIABILITY PARTNERS;

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- k) That **SAID PLOT/SAID EXISTING BUILDINGS/SAID EXISTING PREMISES** has neither being acquired or requisition by any central, state or local authority;
- l) That there are no legal impediments whatsoever for the **FIRST PARTY** to enter into the present transaction with the **SECOND PARTY**;
- m) The **FIRST PARTY** or its members shall not transfer/assign/mortgage their rights in the **SAID PLOT/ SAID EXISTING BUILDINGS/SAID EXISTING PREMISES** in favour of any third party till completion of the construction of the proposed new building project and handing over of possession as contemplated in this Agreement . However in an event of death of a member his/her legal heir or nominee, as the case may be, shall be entitled for allotment of new premises. The **SECOND PARTY** shall handover the concerned newly constructed premises to the person as notified by the **FIRST PARTY** in writing to the **SECOND PARTY**. It shall be the responsibility of the **FIRST PARTY** to verify the heirship/ nomination before notifying the **SECOND PARTY** in writing;
- n) That any of members of the **FIRST PARTY** shall not interfere during the course of construction of the new building project, however the authorised representative/ engineer of the **FIRST PARTY** shall be allowed to visit the site once in month during the time of reconstruction with prior notice to the **SECOND PARTY**. The **SECOND PARTY** shall keep informed the progress of the ongoing



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 CHAIRMAN

For

DEVAASHI MIRAM LIMITED LIABILITY PARTNERSHIP


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construction of the proposed building project at every three months interval, to the FIRST PARTY;

- o) In the event of any defect of title due to any mortgage of any apartment by any member of the FIRST PARTY and/or any third party claim through any lien created by any member of the FIRST PARTY, the construction work in the **SAID PLOT** has to be stopped, that member due to whose fault the construction work comes to halt shall be liable to indemnify the **SECOND PARTY** and the **SECOND PARTY** would be entitled to proportionate extension of time in meeting their requirement of clause 7(c);

3. DELIVERY OF POSSESSION BY FIRST PARTY:-

- a) The FIRST PARTY has obtained the vacant possession of the **SAID PLOT/ SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES** form its members and handed over the vacant possession of the same to the **SECOND PARTY**. It is clarified the members of the **FIRST PARTY** has taken all the valuables, furnitures, fixtures etc. before handing over of vacant possession of the **SAID PLOT/SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES** to the **SECOND PARTY**. The **SECOND PARTY** shall not be liable for any claim of whatsoever nature towards loss or damage to valuables, furnitures or fixtures, etc.

- b) The **FIRST PARTY** shall be liable to pay all the outstanding dues/demands if any pertaining to the **SAID EXISTING BUILDINGS/ SAID EXISTING**



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PREMISES towards Electricity bills, Water Bills, House Tax, etc. until the date of handing over vacant possession of the **SAID PLOT/SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES**.

- c) The FIRST PARTY has handed over the vacant possession of the **SAID PLOT/SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES** after its members have duly got disconnected/ surrendered all electricity, water connection/s and other utility/ies connection/s for the **SAID PLOT/SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES**. The SECOND PARTY shall not be responsible to get disconnected any such electricity connection/s or utility/ies connection/s by or on behalf of the FIRST PARTY or the members of the FIRST PARTY. The FIRST PARTY shall provide to the SECOND PARTY proof of disconnection for all such utilities.

- d) The FIRST PARTY expressly authorized the SECOND PARTY to demolish the **SAID EXISTING BUILDINGS** on handover of vacant possession of the **SAID PLOT/SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES** to the SECOND PARTY in order to enable the SECOND PARTY to construct the proposed 3 (Three) new buildings thereon, however the SECOND PARTY is authorized to demolish the **SAID EXISTING BUILDINGS** only after obtaining the construction license to construct proposed new Buildings on the **SAID PLOT**. All the demolished material and/or debris of the **SAID PLOT/SAID EXISTING BUILDINGS/**



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SAID EXISTING PREMISES shall belongs to **SECOND PARTY** and the **FIRST PARTY** shall have no claim of whatsoever nature in respect of the same.

e) The Nil Encumbrance Certificate issued by the competent authority certifying that there are no charge of whatsoever nature on the **SAID PLOT**, is produced by the **FIRST PARTY**.

f) The original share certificate of all the 58 Existing Members have been handed over to the **FIRST PARTY** by their members and the **FIRST PARTY** shall retain the said share certificates with them till the time of handover of possession of the **FIRST PARTY'S NEW PREMISES**.

g) The **FIRST PARTY** does hereby agree to indemnify and keep indemnified the **SECOND PARTY** against any delay caused in handing over of the vacant possession of **SAID PLOT/SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES**. Further the **SECOND PARTY** shall have right to terminate this Agreement if the **FIRST PARTY** fails to and/or oblige with the terms and conditions specified in this Agreement.

h) For the purpose of this Agreement the handing over of vacant possession means the vacant and physical possession of; (a) All the **SAID PLOT**, as more particularly described in **Schedule II** and demarcated in Plan at **Annexure I**, (b) The **SAID EXISTING BUILDINGS** and (c) The **SAID EXISTING PREMISES** comprising of 57 Flats, 01 Godown and 01 Office, of the **FIRST PARTY** unto the **SECOND PARTY**.



For THE JAYATA CO-OP. HOUSING SOCIETY LTD


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SECRETARY

For DEVASHRI NIRMAL LIMITED LIABILITY PARTNERSHIP


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4. CONSIDERATION:-

I. OBLIGATION OF THE SECOND PARTY:

That in pursuance of The First Redevelopment Agreement the FIRST PARTY have agreed to entrust unto the SECOND PARTY, the **SAID PLOT**, for the purpose of redevelopment by constructing thereon a cluster of three residential cum commercial buildings on the following agreed terms for consideration :

- a) The SECOND PARTY shall pay to the FIRST PARTY onetime relocation charges of Rs. 10,000/- attributed to each 58 members, shall be paid by the SECOND PARTY to the FIRST PARTY, upon the handover of the vacant possession of **SAID EXISTING PREMISES**. Such onetime relocation charges aggregating to Rs.5,80,000/- (Rupees Five Lakh Eighty Thousand Only) subject to applicable TDS at prescribed rate, shall be paid simultaneously on handing over of free and vacant possession of **SAID EXISTING PREMISES**, by the SECOND PARTY into the designated Bank account of the FIRST PARTY and the FIRST PARTY shall be responsible for the further disbursement of such sum among it's members. It is expressly understood by the Parties that TDS incidence on such onetime relocation charges shall be borne by the SECOND PARTY and FIRST PARTY shall file necessary Income Tax returns to claim the refund of such TDS amount ;

- b) The SECOND PARTY to pay to the FIRST PARTY a monthly sum of Rs. 15,000/- each for 49 nos. of 2 BHK



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Flats, Rs. 10,000/- each for 08 Nos. 1 BHK Flats, Rs. 10,000/- for 01 No. of Godown and Rs. 10,000 for 01 No. Society office, total amounting to Rs.8,35,000/- (Rupees Eight Lakh Thirty five Thousand only) per month as Compensation towards alternate accommodation for it's members. The FIRST PARTY shall be eligible for aforesaid compensation only after handing over vacant possession of the **SAID EXISTING PREMISES**. The amount of compensation subject to applicable TDS at prescribed rate shall be paid in advance on monthly basis by the SECOND PARTY into the designated Bank account of the FIRST PARTY and the FIRST PARTY shall be responsible for the further disbursement of such sum among it's members. Such compensation shall cease to exist from the immediate preceding month from the date on which intimation for possession is offered by the SECOND PARTY. It is expressly understood by the Parties that TDS incidence on such compensation towards alternate accommodation shall be borne by the SECOND PARTY and FIRST PARTY shall file necessary Income Tax Return to claim the refund of such TDS amount;

- c) The SECOND PARTY simultaneously with execution of the FIRST AGREEMENT FOR DEVELOPMENT paid an amount of Rs.8,35,000/- (Rupees Eight Lakh Thirty Five Thousand Only) which is be paid after deduction of TDS as applicable to the FIRST PARTY towards Compensation for alternate accommodation for the members of the FIRST PARTY.



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- d) The SECOND PARTY shall pay a sum of **Rs.1,00,00,000/-** (Rupees One Crore Only) to the FIRST PARTY as a corpus fund to be attributed to all the 128 members forming a part of the proposed 3 New Building Project, such sum shall be paid within 3 months from the date of handing over of possession of the **FIRST PARTY'S NEW PREMISES**, subject to applicable TDS at prescribed rate and any other direct/indirect taxes as levied by Government. The said amount shall be paid after deducting amount of Income Tax Refund received till such date by the FIRST PARTY on one time relocation charges and compensation towards alternate accommodation.

- e) The SECOND PARTY shall deliver unto the FIRST PARTY the **FIRST PARTY'S NEW PREMISES** comprising of 58 flats along with one car park corresponding to each flat, the same being in the following manner:

- i. 49 (Forty-Nine) Nos. 2-BHK residential flats in the proposed new building project (Building No. A & B) to be constructed on the **SAID PLOT**, for the 49 members of the FIRST PARTY.
- ii. 49 (Forty-Nine) nos. car parking slots in the Basement corresponding to each 49 flats, stands allotted for the 49 members of the FIRST PARTY;
- iii. 09 (Nine) Nos. 1-BHK residential flats in the proposed new building project (Building No. A & B)



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to be constructed on the **SAID PLOT**, for the 9 members of the FIRST PARTY.

iv. 09 (nine) Nos. car parking slots in the Basement corresponding to each 09 flats, allotted for the 9 members of the FIRST PARTY.

v. In addition to the above, the SECOND PARTY shall provide M. S. Grills for windows of each flat, Bore well for the Society subject to technical feasibility, elevator to accommodate 10 people at a time for Building Nos. A, B & C each, additional elevators to accommodate 8 people at a time for Building Nos. A & B each, Club House/Mini hall/Gym, etc., which are hereinafter referred to as **OTHER COMMON AMENITIES** as described in the FIRST AGREEMENT FOR REDEVELOPMENT dated 19th July, 2022 .

f) The SECOND PARTY paid an amount of Rs. 10,000/- each per member of the FIRST PARTY as one time relocation charges. In addition the SECOND PARTY shall pay monthly compensation for alternate accommodation of members in the manner stipulated under FIRST AGREEMENT FOR REDEVELOPMENT. The SECOND PARTY shall also pay to the FIRST PARTY a corpus fund as agreed under this FIRST AGREEMENT FOR REDEVELOPMENT. For the purpose of financial transaction between the FIRST PARTY and the SECOND PARTY, the FIRST PARTY shall open new bank account in their name and the said account shall be exclusively used only for transactions with the SECOND PARTY and



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For DEVASHRI NIRMAL LIMITED LIABILITY PAKT (PVT) LTD.

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for distribution of amounts by the FIRST PARTY to it's members as stipulated under this Agreement.

II. OBLIGATION OF THE FIRST PARTY:

As a consideration for redevelopment, the FIRST PARTY has agreed that all areas other than those specifically allotted unto the FIRST PARTY, shall be retained by the SECOND PARTY and that SECOND PARTY shall be entitled to deal with the same in whatsoever manner as the SECOND PARTY desires without any reference to the FIRST PARTY. The **SECOND PARTY'S PREMISES** comprise of:

- a) 50 (Fifty) Nos. residential flats from and out of 108 flats i.e. 1 (One) No. 1-BHK Flat in the Building No. A, 13 (Thirteen) Nos. 2-BHK Flats in the Building Nos. A and B, 36 (Thirty-Six) Nos. 3-BHK Flats in the Building Nos. A, B and C and 20 (Twenty) Nos. Shops i.e. 10 Nos. in the Building No. A and 10 Nos. in the Building No. B, to be constructed on the

SAID PLOT.

- b) The balance parking slots after excluding 58 parking slots allotted to the FIRST PARTY shall be allotted to the SECOND PARTY.
- c) The terrace at the roof level of the Building Nos. 'A', 'B' and 'C' shall be allotted to the SECOND PARTY. The SECOND PARTY shall have the exclusive rights to further allot such Terraces to



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their respective Purchasers. The maintenance of such terraces allotted shall be the sole responsibility of the respective Allottee.

The Premises allotted to SECOND PARTY are more particularly specified in the FIRST AGREEMENT FOR REDEVELOPMENT dated 19th July, 2022.

5. RIGHTS OF SECOND PARTY IN RESPECT OF SECOND PARTY'S PREMISES:

1. The FIRST PARTY agrees that the SECOND PARTY has exclusive right to deal with the **SECOND PARTY'S PREMISES** and the SECOND PARTY is free to sell or allot the **SECOND PARTY'S PREMISES**, the SECOND PARTY shall be at liberty to do so without any reference or consultation or interference of the FIRST PARTY. To facilitate this arrangement the FIRST PARTY unconditionally agrees to issue the requisite NOC for execution and registration of necessary documentation, for creation of mortgage for purpose of raising housing finance in respect of the **SECOND PARTY'S PREMISES**, and further for admitting the Purchasers of the **SECOND PARTY'S PREMISES** as the members of the Society. The said purchasers of the **SECOND PARTY'S PREMISES**, upon being admitted as members of the FIRST PARTY shall enjoy all rights and privileges and shall be obligated to follow all the rules and regulations as and in terms of the Bye laws of the FIRST PARTY.



For THE JAMATA CO-OP. HOUSING SOCIETY LTD

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For DEVASIRI NIRMALI LIMITED LIABILITY PARTNERSHIP

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- a. For the purpose of enabling the SECOND PARTY entering into agreement/s for sale/ and/or any instrument for sale or for mortgage of the **SECOND PARTY'S PREMISES**, for issue of requisite NOC's, the FIRST PARTY has authorised two nominees nominated by the SECOND PARTY as and by way of appropriate resolutions to be adopted by the FIRST PARTY and execute jointly or severally in favour such nominees an Irrevocable Power of Attorney, empowering the said nominees of the SECOND PARTY to do all acts, deeds and things relating to the above items and to undertake redevelopment and giving such incidental powers thereto, as may be required. This Irrevocable Power of Attorney as well as the interest created infavour of the SECOND PARTY shall be expressly and impliedly Irrevocable and non-terminable and appended to this indenture as well as shall form a part of this Agreement.

6. DEVELOPMENT PERMISSIONS:-

- a) It has been clearly agreed and understood that the FIRST PARTY shall co-operate with the SECOND PARTY in all matters pertaining to the construction and for obtaining requisite licenses, approval/s, permission/s, NOC/s, etc.
- b) For the purpose of enabling the SECOND PARTY to apply for and to obtain the requisite licenses, approval/s, permission/s, NOC/s, etc., the FIRST PARTY does hereby agree to authorize two nominees nominated by



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the SECOND PARTY as and by way of appropriate resolutions to be adopted by the FIRST PARTY and execute jointly or severally in favour of such nominees an Irrevocable Power of Attorney, empowering the said nominees of the SECOND PARTY to do all acts, deeds and things relating to the above matters and to undertake redevelopment and giving such incidental powers thereto, as may be required. This Irrevocable Power of Attorney as well as the interest created in favour of the SECOND PARTY shall be expressly and impliedly Irrevocable and non-terminable and appended to this indenture as well as shall form a part of this Agreement.

7. DELIVERY OF THE FIRST PARTY'S NEW PREMISES:-

- a) That out of the 108 flats and 20 Shops to be constructed in the proposed new building project on the **SAID PLOT**, comprising of 3 Buildings having Basement, Stilt plus 8 Floors , 58 (Fifty-Eight) flats i.e. the **FIRST PARTY'S NEW PREMISES** comprising of 49 Nos. 2-BHK flats and 09 Nos. 1-BHK flats in Building Nos. A and B, , together with 58 car parking slots corresponding to each Flats above, hereinafter written shall stand allotted to the FIRST PARTY for their 58 members as detailed in FIRST AGREEMENT FOR REDEVELOPMENT.

- b) It is mutually agreed between both the parties that the SECOND PARTY shall obtain the necessary permissions for redevelopment, such as Conversion Sanad, Technical Clearance, Construction License, NOCs from



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health, NOC from Fire Department, NOC's from Public Works Department, NOC's from Water Resources Department, NOC's from Electricity Department, Consent from Pollution Control Board, Completion Certificate from SGPDA/Town & Country Planning Department and/or any other permissions/ licenses/ approvals/ NOC as may be required from concerned authorities, and also demolish the existing buildings upon handing over vacant possession of **SAID**

PLOT/SAID EXISTING BUILDINGS/ SAID EXISTING PREMISES by the FIRST PARTY to the SECOND PARTY.

- c) It is further mutually agreed that the SECOND PARTY shall have 48 months' time commencing from the date of execution of the First Agreement for Redevelopment to obtain Occupancy Certificate to be issued by Municipality or any Competent Authority.

- d) If the **SECOND PARTY** are unable to or fail to obtain Occupancy Certificate within the time period specified in Clause No. 7 (c), the **SECOND PARTY** shall continue to pay compensation towards alternate accommodation to the FIRST PARTY by an amount agreed upon as Rs. 15,000/- each for 49 Nos. of 2 BHK Flats, Rs. 10,000/- each for 08 Nos. of 1 BHK Flats, Rs. 10,000/- for 01 No. of Godown and Rs. 10,000 for 01 No. of Society office, per month for such delayed period subject to deduction of applicable TDS.

- e) In the event the SECOND PARTY fails to deliver possession in 48 months as stipulated under this Agreement, the SECOND PARTY agrees to pay



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For DEVASHIRI NIRMAL UNITED LIABILITY PARTNERSHIP

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additional compensation to be calculated @ 2% interest over and above prevailing lending rate of interest of SBI for housing finance. The amount shall be calculated by notionally taking cost of construction at the rate of Rs. 25,000/- per sq. mtrs. on the usable carpet area of the individual flats of the members of the **FIRST PARTY'S NEW PREMISES**. It is clarified that this clause will not apply to the purchasers/ new members who are allotted flats in the **SECOND PARTY'S PREMISES**. It is further understood that in the event of the **SECOND PARTY** getting extension of time for the reasons stipulated in this Agreement, no additional compensation as stipulated under this clause shall be payable till the expiry of such extended time.

f)

The **SECOND PARTY** shall by a notice in writing intimate the **FIRST PARTY**, to take delivery of the **FIRST PARTY'S NEW PREMISES**. Within fifteen days from the date of receipt of such notice, the **FIRST PARTY** shall take possession and delivery of the **FIRST PARTY'S NEW PREMISES**. In the event of **FIRST PARTY** fails to take delivery and possession within fifteen days from the date of receipt of notice, the **SECOND PARTY** shall be deemed to have fulfilled it's obligation to deliver the **FIRST PARTY'S NEW PREMISES** as stipulated in this Agreement.

g)

From the date of delivery and handing over of the **FIRST PARTY'S NEW PREMISES** or from the date of deemed handing over of the **FIRST PARTY'S NEW PREMISES**, whichever is earlier the **FIRST PARTY** agrees to pay the House tax, any local taxes,

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 CHAIRMAN


 SECRETARY

For DEVASHISH KIRMANI LIMITED LIABILITY PARTNERSHIP


 Auditor's Signature


development charges, water charges, Electricity charges, sewerage charges, etc. or such other taxes, fees, levies, as applicable, imposed by the concerned local authority and/or Government and/or other public authority, of the **FIRST PARTY'S NEW PREMISES** to the concerned authorities.

- h) The **FIRST PARTY** shall be fully responsible for transfer of electricity connection/ House Tax/Water connection in the name of their members pertaining to his/her/their allotted flats in the **FIRST PARTY'S NEW PREMISES**. Necessary No Objections / NOCs will be provided by the **SECOND PARTY** as and when required. This is because the existing electricity connections/ House Tax/Water connection will be surrendered / disconnected during the redevelopment and fresh electrical connections/ House Tax will be obtained for each Flat agreed to be allotted to the **FIRST PARTY** in the name of **SECOND PARTY**.

- i) After the receipt of the notice to take possession, the authorized representative of the **FIRST PARTY** along with its respective allottee shall be entitled to take inspection of the **FIRST PARTY'S NEW PREMISES** whose possession is offered, and in case the **FIRST PARTY** find any item of work as set out in the specifications as not to have been completed in **FIRST PARTY'S NEW PREMISES**, the **FIRST PARTY** shall be entitled to draw the attention of the **SECOND PARTY** to the item/s not completed and shall take possession only after the said item of work is completed which shall



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MANAGING PARTNER

than be the date of deemed possession for the purpose of this Agreement.

The FIRST PARTY has appointed Shri. Vassudev Khaunte as authorized engineer in respect of the civil works to be carried out in the **SAID PLOT**. The FIRST PARTY shall provide access to Shri. Khaunte for inspection of the works carried out.

The decision of the authorized engineer of the SECOND PARTY and that of Shri. Vassudev Khaunte in respect of the work completed shall be final and binding on both the parties.

- j) It is agreed and understood that failure to take delivery of the **FIRST PARTY'S NEW PREMISES** on the stipulated date will not exonerate the FIRST PARTY from their liability to pay the outgoings such as House tax, Electricity charges to the Municipal Council, Maintenance charges, swimming pool charges, club house charges and any other taxes, etc. from the deemed date of possession of the said **FIRST PARTY'S NEW PREMISES**.

8. SECOND PARTY'S PREMISES:-

- a) The FIRST PARTY also specifically agrees that the SECOND PARTY shall be exclusively entitled to enter

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into any Agreement for Sale, Mortgage, lease, assignment, allotment, or any other document of transfer in respect of the **SECOND PARTY'S PREMISES**, to its customers for residential or commercial purpose as permitted by law. The **FIRST PARTY** save and except the **FIRST PARTY'S NEW PREMISES** reserved as aforesaid for the **FIRST PARTY** do hereby specifically confirm that they have given their express consent for the **SECOND PARTY** to enter into Agreement for Sale, Mortgage, lease, assignment, allotment, or any other document of transfer in respect of the **SECOND PARTY'S PREMISES** and collect the sale proceeds thereof, at any time after signing of this Agreement, with a person of choice of the **SECOND PARTY**.

- b) That the **SECOND PARTY** shall be entitled to enter into the requisite Agreement for sale/ transfer/ assignment/ mortgage with such purchaser/ transferee/ assignee/ financier or any other third party/ies for sale/ transfer/ assignment/ mortgage of the **SECOND PARTY'S PREMISES**. The **FIRST PARTY** does hereby specifically confirm the same and agree to execute any such Agreement as the Confirming Party or Consenting Party or in any other manner as may be required by the **SECOND PARTY** through its Power of Attorney Holder. It is made clear that in such agreements, amongst other conditions, the following conditions shall be stipulated:

- i. That the respective purchaser/ transferee/ assignee shall join the **FIRST PARTY** as its member and shall

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abide by the rules and regulations of the FIRST PARTY.

ii. That the respective purchaser/ transferee/ assignee should be eligible to become a member as per the Bye Laws of the Society.

iii. That the respective Purchaser/ transferee/ assignee shall submit the requisite Form of the Society and pay the amounts as payable towards the shares as may be allotted.

c) That the SECOND PARTY and/or any of the third party/ies, entering into agreements with the SECOND PARTY, with respect to the **SECOND PARTY'S PREMISES**, in the proposed new building project to be constructed on the **SAID PLOT**, shall be entitled to raise loans from any Bank/s or Financial Institution/s against mortgage of their respective flats.

d) That in the event, any of the flats and/or shops in **SECOND PARTY'S PREMISES** remain unsold/unassigned as on the date of receiving occupancy certificate from competent authority the SECOND PARTY shall be entitled to retain such unsold/unassigned flats and/or shops as owners thereof and shall be free to sell/assign their rights in respect of such flats and/or shops in the said **SECOND PARTY'S PREMISES** at any time in the future to such person/s



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and/or third party/ies for such consideration as the SECOND PARTY may decide. The FIRST PARTY agrees with the SECOND PARTY to allot/transfer requisite share to such nominee/s, assignee/s and/or any other third party/ies, in respect of such unsold flats and/or shops in the **SECOND PARTY'S PREMISES** as and when the SECOND PARTY sells/allots such flats and/or shops to such nominee/s, assignee/s and/or any other third party/ies as per the Society's Bye-Laws. Until such time, the unsold Flats and/or shops in the **SECOND PARTY'S PREMISES** shall remain in the exclusive possession and ownership of SECOND PARTY and the FIRST PARTY shall have no rights, title or interest, whatsoever in the said unsold flats and/or shops of the SECOND PARTY. No maintenance charges will be levied by the FIRST PARTY on such unsold Flats and/or Shops comprising the **SECOND PARTY'S PREMISES**, for a period of six months commencing from the date of the commencement of maintenance for the Entire Project. After the expiry period of six months, in the event of any Flats and/or shops in **SECOND PARTY'S PREMISES**, continue to remain unsold, the maintenance charges as applicable to the other members in the Society shall be payable by the SECOND PARTY to the FIRST PARTY in respect of all unsold Flats and/or Shops in the **SECOND PARTY'S PREMISES**.



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9. EXTENSION OF TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT :-

- a) The parties mutually agree that any time lost for reasons such as, any stay order from the Court, any new permission required to be obtained additionally after execution of this Agreement, shortage of material, change in law prevailing, suspension of work on account of any order and/or notification/ circular issued by appropriate Government, for the reasons which are not attributable to the SECOND PARTY or for any other reasons which are beyond the control of the SECOND PARTY shall be excluded from the time for performance stipulated under this Agreement. The time lost shall be added as an extension and the date of delivery of the **FIRST PARTY'S NEW PREMISES** shall proportionately be extended.

- b) Similarly the performance of this Agreement shall be suspended on account of any acts of God such as pandemics, natural disasters, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and/or act of war, Civil Commotion, military disturbances etc. affecting the regular development of the project, which are beyond the control of the SECOND PARTY and in any of the aforesaid events occurring, the SECOND PARTY shall be entitled to an extension of time corresponding to the extent of the length of such event, for the delivery of possession of the **FIRST PARTY'S NEW PREMISES**.

10. PLANNING, DEVELOPMENT & SITE PREPARATION :-

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- a) The FIRST PARTY hereby permit the SECOND PARTY to carry out at their own costs and efforts for planning, construction, redevelopment of the **SAID PLOT** and to appoint/ expel Architect, Structural Engineer, Elevation Architect, Model Maker, Licensed Site Engineer, Licensed Plumbing Contractor, Electrical Contractor, Clerk, Geologist, Civil Contractor, Labour Contractor, etc. and/or appoint/expel agencies for effective planning the project, layout and to prepare, amend and put up the plans and obtain necessary approval/ sanction of the Plan/s, layouts from the Town and Country Planning Department, Municipal Council, local State or Central and/or any other concerned authorities and to get the same revised from time to time and to execute, carry out and complete the work of construction and development of the said buildings and/or also to appoint/expel agencies for maintenance and betterment of the **SAID PLOT** in all respects.

- b) It is clearly agreed and understood that the entire construction including the **FIRST PARTY'S NEW PREMISES** and the **SECOND PARTY'S PREMISES** shall be carried out by the SECOND PARTY at their own costs and that the SECOND PARTY shall be fully responsible for all aspects in respect to the construction of all the Flats and Shops in the proposed building project with no liability whatsoever to the FIRST PARTY other than that set out in this Agreement. The SECOND PARTY shall also be fully responsible for any liability arising out of sale of Flats to any Third Parties other than the **FIRST PARTY'S NEW PREMISES**.

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- c) The SECOND PARTY at it's own cost carried out soil testing on the **SAID PLOT** for which FIRST PARTY has expressly given it's consent.
- d) The SECOND PARTY shall demolish the existing premises and take appropriate steps and measures for the purpose of the redevelopment as contemplated in **FIRST AGREEMENT FOR REDEVELOPMENT.**
- e) The SECOND PARTY at it's own cost shall be responsible for clearance and safe disposal of the debris generated on account of demolition of the existing premises. The FIRST PARTY shall have no claim on the salvage or amounts generated by sale of debris, if any.

11. **SPECIFICATIONS OF CONSTRUCTION:-**

- a) The **FIRST PARTY'S NEW PREMISES** allotted unto the FIRST PARTY shall conform to the **STANDARD SPECIFICATIONS**, which are described in detail in the **FIRST AGREEMENT FOR REDEVELOPMENT** dated 19th July, 2022.

- b) The Specifications for all the Flats to be constructed in the proposed new Building Project are set out in the **FIRST AGREEMENT FOR REDEVELOPMENT** dated 19th July, 2022. It is clearly agreed and understood that the Specifications for all Flats constructed by the **SECOND PARTY** including the **FIRST PARTY'S NEW PREMISES** constructed for the FIRST PARTY as also the **SECOND PARTY PREMISES** constructed for the SECOND PARTY



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in the proposed new Building Project shall be having the same materials, fixtures and fittings.

12. MAINTENANCE OF THE NEWLY CONSTRUCTED PREMISES:-

- a) The existing members as well as the newly added members of the FIRST PARTY shall from the date of possession maintain the **FIRST PARTY'S NEW PREMISES** as well as the **SECOND PARTY'S PREMISES**, 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 **FIRST PARTY'S NEW PREMISES** as well as **SECOND PARTY'S PREMISES** and/or common areas, compound which may be against the conditions or technical advice of the **SECOND PARTY**, Rules or Bye-laws of the Municipal Council 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.

13. DEFECTS/ DEFICIENCY – EXTENT OF COVERAGE:

- a) Upon the FIRST PARTY taking delivery or the deemed possession as stated in Clause 7 (f) above of the **FIRST PARTY'S NEW PREMISES**, whichever is earlier, the FIRST PARTY shall have no claim against the **SECOND PARTY** in respect of any item of work in the **FIRST PARTY'S NEW PREMISES** which may be alleged not to have been carried out or completed.

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- b) Plaster cracks being inherent phenomena of newly constructed flats and shall not be considered as defective work as also shade/ colour variations in painting, flooring tiles, glazed tiles shall not be considered as defective work.
- c) The FIRST PARTY has taken note of the fact that the vitrified tiles of the best quality may absorb certain colour pigments such as French polish, color pigment, turmeric, kumkum etc. resulting in stains. The FIRST PARTY is advised not to cause spillage of such colour pigments and the SECOND PARTY shall not be responsible for such stains on vitrified tiles occurring after the possession of the **FIRST PARTY'S NEW PREMISES** have been taken over by the FIRST PARTY.
- d) The defect liability period for the structure of the newly constructed Buildings under this Agreement, shall be 5 years from the date of issuance of Occupancy Certificate.
- e) No changes/alterations in the newly constructed Flats/Buildings shall be made by the Existing members of the FIRST PARTY as well as the Purchasers of the **SECOND PARTY'S PREMISES** after the possession is handed over. A breach of this clause shall void the defect liability.
- f) It is expressly agreed by the FIRST PARTY that it's members shall not keep plants in the vases in the balcony/open areas/terraces or create garden in the



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balcony as the same leads to leakages. Such leakages shall not be attributable to the SECOND PARTY and the defect liability clause cannot be invoked against the SECOND PARTY in such an event. The SECOND PARTY agrees that it shall incorporate identical clause in the Agreements to be executed with its customers in respect of **SECOND PARTY'S PREMISES**.

- g) In the event of a genuine defect, the same shall be remedied by the SECOND PARTY. However the remedial measures may require access to the flats located immediately below or above the flat in respect of which the defects are notified, the members who hold the flats below or above shall fully cooperate for undertaking remedial measures and shall not create any obstruction to the persons/ representatives of the SECOND PARTY who are entrusted the work of remedying the defect.

14. ALLOTMENT OF CAR PARKING AREA/SLOT:

- a) The FIRST PARTY shall be made available adequate parking spaces comprising of at least one Parking slot for each Flat constructed by the SECOND PARTY for the FIRST PARTY, as per the plan annexed to FIRST AGREEMENT FOR REDEVELOPMENT.
- b) Both the parties agree that no Car parking slots shall be allotted to any person who is not holding any flat or a shop in the proposed three building project.
- c) The FIRST PARTY agrees and undertakes not to enclose or put any barricades in any manner in respect of the



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allotted stilt car parking area/slot as stated hereinabove. Any damage to the structure or supporting columns of the stilt car parking area/slot while parking the car, if caused, shall be rectified at it's own cost by the FIRST PARTY to the satisfaction of the SECOND PARTY.

15. TAXES AND OUTGOINGS:

- a) Any new levy or tax of any nature demanded by local bodies/State Government Authorities/Central Government Authorities if levied or becomes due and payable after the date of signing of this Agreement on the Proposed New Building Project shall be borne by the FIRST PARTY proportionately to the extent of the super built-up area of the **FIRST PARTY'S NEW PREMISES**.
- b) The SECOND PARTY shall pay necessary infrastructure tax, license fees and labourcess to the concerned authorities for construction of new proposed building project.
- c) All the members of the FIRST PARTY shall pay the necessary charges towards security deposit for obtaining electricity connection in his/her/their allotted flat in the **FIRST PARTY'S NEW PREMISES**.
- d) From the date of handing over of possession or the deemed possession as stated in Clause 7(f) above the **FIRST PARTY'S NEW PREMISES**, whichever is earlier, the FIRST PARTY shall be liable to pay the House Tax,

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electricity charges and all other taxes, charges, assessments, levies etc., as the owner of the **FIRST PARTY'S NEW PREMISES**. The **SECOND PARTY** shall not be responsible for any default in payment of such taxes thereafter.

- e) 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 this Redevelopment Agreement and/or other connected documents shall be borne by the **SECOND PARTY**.

- f) The **SECOND PARTY** shall charge GST at the prescribed rate to the **FIRST PARTY** for constructing **FIRST PARTY'S NEW PREMISES**. Such GST levied shall be indicated separately on the periodical invoices raised by the **SECOND PARTY** on completion of engineering milestones in building project. It is expressly understood by the Parties that tax incidence on account of GST shall be borne by the **SECOND PARTY** on behalf of the **FIRST PARTY**.

16. VARIATION IN PLANS:

- a) It is hereby specifically agreed and consented to by the **FIRST PARTY** that the **SECOND PARTY** shall be entitled, to make such variations and alterations in the Building plans and/or in the layout/elevation of the buildings including relocating the open spaces/structures/buildings/ garden spaces and/or varying the location of the access to the buildings, as



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the exigencies of the situation and the circumstances of the case may require during the execution and completion of the Proposed New Building Project in the **SAID PLOT** before getting the Occupancy Certificate, subject to the condition that the usable Carpet area of the **FIRST PARTY'S NEW PREMISES** being allotted to the FIRST PARTY are not altered and the Standard Specification set out in FIRST AGREEMENT FOR REDEVELOPMENT dated 19th July, 2022 are not altered.

- b) The FIRST PARTY hereby permit the SECOND PARTY at their own costs, efforts and expenses, to do all planning, construction, redevelopment of the **SAID PLOT** and to appoint/ expel Architect, Structural Engineer, Elevation Architect, Model Maker, Licensed Site Engineer, Licensed Plumbing Contractor, Electrical Contractor, Clerk, Geologist, Civil Contractor, Labour Contractor, etc. and/or appoint/ expel agencies for effective planning the project, layout and to prepare, amend and put up the plans and obtain necessary approval/ sanction of the Plan/s, layouts from the Town and Country Planning Department, South Goa Planning and Development Authority, Municipal Council, local, state or Central and/or any other concerned authorities and to get the same revised from time to time and to execute, carry out and complete the work of construction and redevelopment of the said buildings and also to appoint/ expel agencies for maintenance and betterment of the execution and completion of the Proposed New Building Project in the **SAID PLOT** in all respects.



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- c) All plans for the Proposed New Building Project are to be prepared for approval(s)/construction license(s) on the basis of the Survey plans of the **SAID PLOT** and areas mentioned therein, and the **SECOND PARTY** are expressly entitled to revise the building plans/approval(s)/ construction license(s) based on actual site conditions, which shall be construed as final for all purposes.
- d) In the event the **FIRST PARTY**, either during the subsistence of this Agreement and/or after taking over the possession of the **FIRST PARTY'S NEW PREMISES** makes any changes or additions in the electrical layout more particularly described in detail in **FIRST AGREEMENT FOR REDEVELOPMENT** dated 19th July, 2022 appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by the **SECOND PARTY** for the **FIRST PARTY'S NEW PREMISES**, then in such an event the **SECOND PARTY** shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings exhibiting strain due to the increased load, either in its quality or performance and the **FIRST PARTY** shall be solely responsible for the same at their own risk and cost. The **FIRST PARTY** also shall under no circumstances be entitled to make any structural changes such as to any beams, columns etc. of the **FIRST PARTY'S NEW PREMISES** for all times to come.



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17. AGENCY:-

- a) The FIRST PARTY for the purpose of effective implementation of this developmental agreement and for speedy and smooth completion of the new building project hereby appoints the SECOND PARTY as it's agent to represent the FIRST PARTY before the appropriate governments, Central and/or State authorities and/or local authorities and/or any other bodies and to take all the necessary steps to obtain permissions, licenses, approvals , sanads, etc. on behalf of the FIRST PARTY in furtherance of this Agreement.
- b) The FIRST PARTY is aware and recognizes that the SECOND PARTY is required to make substantial investment for completion of the redevelopment project including construction of the **FIRST PARTY'S NEW PREMISES** and the recovery of such investments by the SECOND PARTY shall happen only after completion of project and sale of **SECOND PARTY'S PREMISES**. Therefore the FIRST PARTY agrees that the agency created under this agreement is coupled with interest.
- c) The FIRST PARTY agrees that from the date of handing over of the **SAID EXISTING BUILDING** to the SECOND PARTY till the completion of the entire redevelopment project the SECOND PARTY shall be entitled to be in possession of the **SAID PLOT** in it's capacity as the agent of the FIRST PARTY. This arrangement shall continue till the date of handing over of the entire redevelopment project to the FIRST PARTY by the SECOND PARTY.



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18. NAME OF THE BUILDING COMPLEX:

- a) The parties do hereby agree that the ENTIRE REDEVELOPMENT PROJECT shall upon signing of this Agreement be named as "**THE JANATA CO-OPERATIVE HOUSING SOCIETY LIMITED, a project by DEVASHRI**", and accordingly, the FIRST PARTY shall amend the Bye-Laws or take appropriate resolution to implement the same.

19. ADDITION OF NEW MEMBERS:

- a) The FIRST PARTY hereby agree/s and undertakes to admit the prospective buyers of the **SECOND PARTY'S PREMISES**, as a member of the FIRST PARTY and also from time to time to process periodically all the applications received by the FIRST PARTY from the buyers of the **SECOND PARTY'S PREMISES** and/or SECOND PARTY for membership and other papers and documents necessary in this regard and to issue to them appropriate Share Certificate. It is expressly agreed that no transfer fees shall be charged to prospective buyers of the **SECOND PARTY'S PREMISES** and/or SECOND PARTY in respect of the **SECOND PARTY'S PREMISES**.

- b) An application for membership from the buyers of the **SECOND PARTY 'S PREMISES** shall be accompanied by one time membership fee of Rs.1,000/- which shall be paid by the SECOND PARTY into the new bank



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account opened by the FIRST PARTY for financial transactions under this Agreement.

- c) That in the event, any of the SECOND PARTY'S PREMISES remain unsold/unassigned as on the date of receiving the completion certificate from the competent authority and upon handover of **FIRST PARTY'S NEW PREMISES**, the FIRST PARTY agrees and undertake to admit the SECOND PARTY as member of the FIRST PARTY, to the extent of such flats and/or Shops remaining unsold.

- d) The prospective buyers to whom the **SECOND PARTY'S PREMISES** are being sold and/or SECOND PARTY upon being enrolled as the member of FIRST PARTY shall be governed by and shall observe and comply with all the Bye-laws, Rules and Regulations that are laid down by the FIRST PARTY as may be applicable from time to time.

- e) The prospective buyers of the **SECOND PARTY'S PREMISES** and/or SECOND PARTY shall upon being enrolled as a member of the FIRST PARTY shall enjoy all the rights and privileges as enjoyed/entitled to be enjoyed by the existing members of the FIRST PARTY and also shall be liable for payment of applicable maintenance charges/contributions as prescribed by the FIRST PARTY.

- f) The FIRST PARTY does hereby agree that all the common amenities, benefits, rights, enjoyed by/entitled to be enjoyed, by all the existing members of the FIRST



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PARTY, in respect of their respective flats, shall also be enjoyed by/entitled to be enjoyed by, the SECOND PARTY and/or ALL the assignees/allottees/purchasers of the **SECOND PARTY'S PREMISES**, in the same manner as being enjoyed/entitled to be enjoyed, by the existing members of the FIRST PARTY.

- g) The FIRST PARTY shall co-operate with the SECOND PARTY and/or its Allottees/Purchasers/Assignees in signing all forms, applications, Deeds and other documents as may be required either for the admittance to the SOCIETY and for the Conveyance of the **SECOND PARTY PREMISES**.

- h) The **FIRST PARTY** 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 SECOND PARTY and of the Allottees/Purchasers/Assignees of the **SECOND PARTY PREMISES**.

- i) The **FIRST PARTY** does hereby agree, declare and confirm with the **SECOND PARTY** as under:

- i. Since at present there are a total of 57 flats and 01 Godown being units in the buildings existing on the **SAID PLOT**, the number of members of the FIRST PARTY is presently 58. However, upon redevelopment, the number of units will increase and shall be 108 flats and 20 shops. Accordingly, the membership of the FIRST PARTY shall be increased;



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ii. The FIRST PARTY by resolution adopted in general body meeting held of 20.03.2022 has agreed to initiate and complete the requisite formalities for:-
Increase in membership accordingly, including the **SECOND PARTY'S PREMISES** being 1 No. of 1-BHK Flat, 13 Nos. of 2-BHK Flat and 36 Nos. of 3-BHK Flat and 20 Nos. SHOPS;

iii. Increase in number of shares and share capital; or

Any other Consequential compliances required to be complied by the FIRST PARTY for better allotment of the flats and/or title of **SECOND PARTY'S PREMISES to the SECOND PARTY** or its allottees /nominee/s or assignee/s or any other third party/ies; Execution, acknowledgement and to deliver to the SECOND PARTY, its allottees/nominee/s and /or assignee/s and /or any such third party/ies, such other instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transactions contemplated herein or to confirm or perfect any right/interest to be created or transferred hereunder or pursuant to any such transaction;

20. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO:-

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- a) Upon handover or deemed handover of the **FIRST PARTY'S NEW PREMISES**, as stipulated in the First Agreement for Redevelopment, the SECOND PARTY shall manage and administer the upkeep and maintenance of the common amenities, common areas of the newly constructed complex (i.e. the **FIRST PARTY'S NEW PREMISES** and **SECOND PARTY'S PREMISES**) for a period of one year.
- b) For the purpose of clause (a) above the SECOND PARTY shall collect an amount of Rs. 30,000/- for Two BHK Flats and Rs. 21600/- for One BHK Flats alongwith the applicable taxes, from each of it's members holding the **FIRST PARTY'S NEW PREMISES** and pay the same to the SECOND PARTY as annual maintenance amount towards the SECOND PARTY. This amount shall be paid by FIRST PARTY to the SECOND PARTY on the date of handover or deemed handover of possession of the **FIRST PARTY'S NEW PREMISES**.
- c) At the end of one year as contemplated in clause (a) above the SECOND PARTY shall handover the upkeep and maintenance of the common amenities, common areas of the newly constructed complex (i.e. the FIRST PARTY'S NEW PREMISES and SECOND PARTY'S PREMISES) to the FIRST PARTY and thereafter the FIRST PARTY shall be responsible to manage and administer the maintenance of the entire newly constructed complex.
- d) Simultaneously with handing over of the charge in terms of clause (c) above, the SECOND PARTY shall pay



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to the FIRST PARTY in respect of the SECOND PARTY'S PREMISES, a onetime contribution Rs.14,00,000/- (Rupees Fourteen Lakh Only) towards upkeep and maintenance.

- e) The SECOND PARTY shall be liable to pay annual maintenance charges towards the unsold SECOND PARTY'S PREMISES. However, as the sale can happen anytime during the year the maintenance charges be paid in monthly installments depending on the unsold inventory of the **SECOND PARTY'S PREMISES**.
- f) It is expressly agreed that in view of the onetime deposit as stipulated in clause (d) above, the SECOND PARTY is not required to pay any maintenance charges for initial 6 months from the date contemplated for handover of the charge of maintenance by SECOND PARTY to the FIRST PARTY.
- g) The purchasers of the SECOND PARTY premises shall be liable to pay to the FIRST PARTY annual maintenance charges on pro-rata basis as applicable from the date contemplated in the clause (c) above.
- h) The FIRST PARTY as well as the purchasers of the **SECOND PARTY'S PREMISES**, agree and bind themselves to contribute in respect of their respective premises such amount as may be decided by the SECOND PARTY for the upkeep/ governance and proper maintenance of the newly constructed premises, including the maintenance of common lights, water charges, Security's remuneration, maintenance of open



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spaces garden, lift caretaker's salary Sweeper's Salary etc. irrespective of the use of such services by the FIRST PARTY/ purchasers of the **SECOND PARTY PREMISES** for the newly constructed premises.

21. DISCLAIMER:-

- a) The SECOND PARTY hereby disclaims any responsibility after the intimation of handover of the possession of the newly constructed buildings/premises and the FIRST PARTY shall alone be responsible and liable to pay all the aforesaid expenses stated in Clause 20 towards upkeep and maintenance of the common amenities and common areas. The SECOND PARTY shall not be held responsible for any such alleged default in the maintenance payments occurring thereafter or otherwise by the members of the **FIRST PARTY'S NEW PREMISES** and/or the purchasers of the **SECOND PARTY'S PREMISES**.

- b) It is clearly agreed and understood by the FIRST PARTY in respect of the **FIRST PARTY'S NEW PREMISES** being allotted to them along with the purchasers of the **SECOND PARTY'S PREMISES**, that the SECOND PARTY's responsibility during the above period till the intimation for handover of the possession of the newly constructed premises, shall only be confined to the extent of managing, administering and effecting payment of the above expenses towards the upkeep common amenities and common areas in the proposed new Building Project. The SECOND PARTY shall not be held responsible or accountable for non compliance of



For THE JANATA CO-OP HOUSING SOCIETY LTD.

[Signature]
CHAIRMAN

[Signature]
SECRETARY

For DEVASIBU MURMAN LIMITED LIABILITY PARTNERSHIP

[Signature]
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insurance of the building, elevator, insurance of generator, third party insurance or any accidents or mishaps of any nature either in swimming pool, club house, internal roads and thefts that may occur within the proposed new Building Project.

- c) The FIRST PARTY in respect of the **FIRST PARTY'S NEW PREMISES** and the **SECOND PARTY'S PREMISES**, understand that the SECOND PARTY shall not be held responsible on account of deficiencies of manufactured items of construction material used in the **FIRST PARTY'S NEW PREMISES** and the **SECOND PARTY'S PREMISES**, such as electrical goods, bath fittings, sanitary ware and accessories tiles, electrical goods, however the FIRST PARTY or purchasers of the **SECOND PARTY'S PREMISES** shall be entitled for benefit of warranty given by the manufacturer.

22. OTHER COMMON AMENITIES:

- a) The SECOND PARTY shall construct a Mini Hall/Club House/Gym, an Office for the Society, a Swimming Pool and all such other common amenities more particularly described in FIRST AGREEMENT FOR REDEVELOPMENT dated 19th July, 2022. The members of the FIRST PARTY and the purchasers of the **SECOND PARTY'S PREMISES**, shall be entitled to use the Mini Hall/Club House/Gym, swimming pool and such other common amenities as provided by the SECOND PARTY on the **SAID PLOT** and the members of the FIRST PARTY and the purchasers of the **SECOND PARTY PREMISES** and/or their family members, shall abide by the rules



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[Signature]
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[Signature]
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For DEVAAGRI NIRMAL LIMITED LIABILITY PARTNERSHIP

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and regulations framed by the FIRST PARTY for this purpose from time to time.

23. GENERAL:

- a) The FIRST PARTY hereby specifically undertakes not to change/amend its Bye Laws till such time the possession of **FIRST PARTY'S NEW PREMISES** are handed over to the FIRST PARTY.
- b) The FIRST PARTY hereby confirms having taken inspection of the draft plans of the proposed new Building Project.
- c) It is expressly understood that terraces (including terraces at roof top level) which have been provided accesses internally from the flats shall be private terraces and shall not be a common amenity and shall be allotted on exclusive basis to the respective Purchasers of the **SECOND PARTY'S PREMISES** with respect to their corresponding Flats. However, no construction shall be permitted nor any roof garden is allowed to be put up on such terraces in order to ensure the safety and to prevent probable damages including leakages etc. to the Slab beneath the open terrace. It is expressly agreed that the responsibility of maintenance of terrace allotted shall be of respective allottee and the society shall not be responsible for the maintenance of such terraces.
- d) The FIRST PARTY does hereby agree that during the redevelopment of the **SAID PLOT** by the SECOND



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[Signature]
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PARTY, none of its members shall be entitled to transfer or exchange their right or interest in the respective allotments, made to them as detailed in FIRST AGREEMENT FOR REDEVELOPMENT dated 19th July, 2022, until the possession of the **FIRST PARTY'S NEW PREMISES** is handed over to the FIRST PARTY. However, the said condition shall not be applicable in the event of death of a member, in which case, his right, title and interest in the respective allotment made shall be transferred to his/her nominee/ joint holder as per the Byelaws of the FIRST PARTY Society.

- e) The SECOND PARTY shall be entitled to sell, assign, transfer, allot or otherwise deal with ALL the **SECONDPARTY'S PREMISES** in the **SAID PLOT**, other than the **FIRST PARTY'S NEW PREMISES** allotted to the FIRST PARTY and without affecting the rights of the FIRST PARTY in respect of the **FIRST PARTY'S NEW PREMISES**, and the FIRST PARTY specifically declare that they have No Objection for the same.

- f) The FIRST PARTY shall be bound to sign all the papers and documents and do all the things and matters as the SECOND PARTY may require from them from time to time in this behalf for safeguarding, interalia, the interest of the SECOND PARTY and/or of the FIRST PARTY.

- g) The FIRST PARTY hereby consent to the SECOND PARTY herein as well as the Purchasers of Flats in **SECOND PARTY'S PREMISES** to raise loans from any Bank/ Financial Institution wherein the SECOND PARTY shall

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CHAIRMAN

For DEVASHIRI NIRMAL LIMITED LIABILITY PARTNERSHIP


Authorized Signatory

Issue a NOC as required by the Bank /Financial institution for mortgaging the premises allotted, without affecting in any manner the Flats being allotted to the FIRST PARTY and their proportionate undivided right of the **SAID PLOT** on the basis of an Irrevocable Power of Attorney of FIRST PARTY in favour of SECOND PARTY.

- h) The FIRST PARTY hereby undertake to deliver to the SECOND PARTY certified copies of all the documents of title of the **SAID PLOT** at the time of signing of this Agreement for Redevelopment in order to facilitate the entire construction process of the proposed new Building Project and also to facilitate the sale/transfer of the **SECOND PARTY'S PREMISES**.

- i) It is clearly agreed and understood that in view of the SECOND PARTY having effected substantial payment and further having made expenses towards the planning and construction of the Project, the SECOND PARTY shall be entitled to the specific performance of this Agreement, and the FIRST PARTY shall not be entitled to terminate this Agreement on any grounds whatsoever. The FIRST PARTY also being entitled to seek specific performance of this Agreement to the extent of receiving the consideration as clearly agreed upon herein. Time shall be the essence of this Agreement, provided no demolition work of any of the buildings shall be carried out before obtaining construction license for the proposed new buildings.



For THE JANATA CO-OP. HOUSING SOCIETY LTD.

[Signature]
CHAIRMAN

[Signature]
SECRETARY

For DEVASURI NUDMAN LIMITED LINCOLNITY PARTNERSHIP

[Signature]
Authorized Signatory

- j) It has been clearly agreed and understood that this Agreement is understood to be binding on the parties for all times to come. Consequently, in case of the demise of any of the members of the FIRST PARTY, this Agreement shall be binding and enforceable as against the heirs of the deceased member of the FIRST PARTY and/or reconstitution of the Managing Committee of the Society, they shall be unconditionally bound to honour this agreement and comply with all the terms and conditions of this Agreement.

- k) Any addition, deletion or modification or alteration of this redevelopment agreement shall be by execution of an addendum or deed of modification executed in writing. Any correspondence exchanged between FIRST PARTY and the SECOND PARTY interalia on the subject of any addition, deletion or modification or alteration shall not be binding as an Agreement between the parties unless and until the same is executed in form of an addendum or deed of modification, duly executed by both the parties. The said addendum or deed of modification shall be executed only after the same is approved by FIRST PARTY in its Board meeting.

- l) The address of Both the Parties for communication under this Agreement, shall be as under:

**ADDRESS OF THE FIRST PARTY:
THE JANATA CO-OPERATIVE HOUSING SOCIETY
LIMITED:**

For THE JANATA CO-OP. HOUSING SOCIETY LTD. For DEVASIRI NIGMANI LIMITED LIABILITY PARTNERSHIP


CHAIRMAN


SECRETARY


Authorized Signatory



c/o Damodar M. Bhat ,
A-101, Indira Avenue, Vasantnagar,
Mutt Road,
Gogol, Margao, Goa-403602

ADDRESS OF THE SECOND PARTY:

**M/S DEVASHRI NIRMAN LIMITED LIABILITY
PARTNERSHIP:**

**710-712, 7th floor, Dempo Towers, Patto Plaza,
Panaji, Goa-403001**

Both the parties shall from time to time notify any change in its addresses to the other party. Any letters, reminders, notices, documents, papers, etc. sent at the aforesaid notified address or at the changed address by E mail, shall be deemed to have been lawfully served to both the Parties. Further both the parties hereby expressly agree that any communication under this Agreement shall be via email on the email id's mentioned as below:

Email id of FIRST PARTY:
janatasocietygoa@gmail.com
ketanbhat62@gmail.com
Email id of SECOND PARTY:
office@devashrigrup.com

24. DISPUTES/SETTLEMENT/LITIGATION/

JURISDICTION:

- a) All disputes which may arise between the parties to this Agreement shall be resolved through arbitration by a sole arbitrator to be mutually agreed upon by both the parties. The arbitration proceedings shall be governed

For THE JANATA CO-OP HOUSING SOCIETY LTD.


CHAIRMAN

For DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP


Authorized Signatory

by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of such Arbitration shall be at Margao , Goa and Courts in Margao, Goa, alone shall have the jurisdiction.

- b) In the event there is any litigation concerning the **SAID PLOT** and/or in relation to the title of the **FIRST PARTY** to the **SAID PLOT**, it shall be the duty of the **FIRST PARTY** to settle the same entirely at their costs and responsibility and without any liability to the **SECOND PARTY**. Any delay resulting from such disputes shall make available additional time to the **SECOND PARTY** for the completion/delivery of the **FIRST PARTY'S NEW PREMISES**.

25. TERMINATION OF THIS AGREEMENT:

After demolition of the buildings by the **SECOND PARTY**, both the parties are not entitled to terminate the agreement on whatever counts. Both parties are entitled to specific performance of this agreement.

26. INDEMNITY:

- a) The **FIRST PARTY** further agrees to indemnify the **SECOND PARTY** and keep the **SECOND PARTY** harmless from disputes, if any, raised and/or objection made to this agreement, title, access etc. to the **SAID PLOT**, licenses, Plans, and/or any other process pertaining to construction on the **SAID PLOT**, by any of its 58 members and/or their legal heirs, representatives, Assignees, agents, raising any defect in title of the **SAID PLOT** or for any delay that may be caused on account



For THE JAMATA CO-OP. HOUSING SOCIETY LTD. For DEVIASHU INDRAM LIMITED LIABILITY PARTNERSHIP


CHAIRMAN


SECRETARY


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thereof. The FIRST PARTY further undertakes that they shall at their own expenses settle/clear all such dispute within the period of 60 days commencing from the day such defects are brought to the notice of FIRST PARTY and make good all the losses that may be suffered by the SECOND PARTY on account of the same. It is further agreed between the parties that any delay beyond 60 days to resolve such dispute, the SECOND PARTY shall not be liable to pay monthly relocation charges as agreed, till such time the dispute is resolved.

- b) The FIRST PARTY further undertakes to execute or cause to be executed ALL such further acts, deeds and things as to more fully and effectively conveying their rights, interest and title to the **SECOND PARTY'S PREMISES** by virtue of this Agreement.

27. POWER OF ATTORNEY/SOCIETY RESOLUTION:-

- a) For the purpose of enabling the SECOND PARTY entering into agreement/s for sale/ and /or any instrument for sale or for mortgage of the **SECOND PARTY PREMISES**, the FIRST PARTY has authorized two nominees nominated by the SECOND PARTY as and by way of appropriate resolutions to be adopted by the FIRST PARTY and executed jointly or severally in favour such nominees an Irrevocable Power of Attorney, empowering the said nominees of the SECOND PARTY to do all acts, deeds and things relating to the above matters and/or to undertake redevelopment and giving such incidental powers thereto, as may be required.



For THE JANATA CO-OP HOUSING SOCIETY LTD.

[Signature]
CHAIRMAN

[Signature]
SECRETARY

For DEVASHAN MOHAN LIMITED LIABILITY PARTNERSHIP

[Signature]
Authorized Signatory

This Irrevocable Power of Attorney as well as the interest created in favour of the SECOND PARTY shall be expressly and impliedly Irrevocable and non-terminable

- b) For the purpose of enabling the SECOND PARTY to apply for and to obtain the requisite licenses, approval/s, permission/s, NOC/s, etc., the FIRST PARTY has authorize two nominees nominated by the SECOND PARTY as and by way of appropriate resolutions to be adopted by the FIRST PARTY and execute jointly or severally in favour of such nominees an Irrevocable Power of Attorney, empowering the said nominees of the SECOND PARTY to do all acts, deeds and things relating to the above matters and/or to undertake redevelopment and giving such incidental powers thereto, as may be required. This Irrevocable Power of Attorney as well as the interest created in favour of the SECOND PARTY shall be expressly and impliedly Irrevocable and non-terminable and appended to this indenture as well as shall form a part of this Agreement.
- c) To facilitate the above the FIRST PARTY have adopted appropriate resolution and grant Irrevocable Power of Attorney in the name of Shri Vivek Laxman Desai, Asstt. Manager (Liaison, Legal & Statutory Compliances) and Shri Rajaram Arvind Kundaikar, Asstt. Manager (Coordination) who are the nominees of the SECOND PARTY.
- d) The Irrevocable Power of Attorney shall amongst other clauses/powers contain the following clauses/powers:

For THE JONATA CO-OP HOUSING SOCIETY LTD.


CHAIRMAN

For DEVSIGHI NIRMAL LIMITED LIABILITY PARTNERSHIP


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i. To sign and execute all papers , plans, applications and other documents for the obtaining of the Permission/License/N.O.C. from the competent Authorities for the carrying on the construction on the **SAID PLOT**;

ii. To apply for and obtain all Permissions/ Licenses/ N.O.C.'s that may be required from the Collector of South Goa, the Additional Collector, the Dy. Collector, the Mamlatdar, Margao Municipal Council, Forest Department, Electricity Department, P.W.D, the Town & Country Planning Department, the South Goa Planning & Development Authority and/or from any other Authority or Department for the carrying on the construction activity on the **SAID PLOT**;

iii. To apply for the renewals, revisions of the Permissions, N.O.C.'s Licenses already obtained in respect to the construction on the **SAID PLOT**;

iv. To apply for the temporary connection for water supply, electricity supply for the purpose of construction on the **SAID PLOT** and on completion to disconnect such connections;

v. To sign and execute any Agreement of Sale, Assignment Agreement, Addendum Agreements, Deed of Rectification, Deed of Ratification, Mortgage Deed and/or any Deed or document of

For THE JAMATA CO-OP. HOUSING SOCIETY LTD.


CHAIRMAN

SECRETARY

For DEVASIRI KIRMAN LIMITED LIABILITY PARTNERSHIP


Authorized Signatory

sale/transfer/assignment/mortgage with the Prospective Purchasers of the **SECOND PARTY'S PREMISES**, other than the **FIRST PARTY'S NEW PREMISES**;

vi. To Issue NOC's on behalf of the FIRST PARTY for the Mortgage for raising housing finance for **SECOND PARTY'S PREMISES**;

vii. To sign and execute any Agreements/ document/ Deeds as aforesaid before the Notary and/or the Sub-Registrar in the State of Goa and/or any other Authority, concerning the **SECOND PARTY'S PREMISES** and to admit the execution before the said Authority;

viii. To represent FIRST PARTY before the Municipal Council, the Mamlatdar Office, Forest Department, South Goa Planning & Development Authority, Town and Country Planning Department, Electricity Department, Public Works Department, Water Resources Department, Pollution Control Board, Fire Department, and/or any other Government Department, Semi-Government Department, Authority and/or Body as also all Courts, Civil, Criminal and Revenue in connection with any matter concerning the redevelopment process pertaining to the **SAID PLOT**;

ix. To make any letter, application, representation, or any other writing in the name of the FIRST PARTY and to represent the interests of the FIRST PARTY in any matter concerning the redevelopment process to be carried out on the **SAID PLOT**;

For THE JAMATA CO-OP HOUSING SOCIETY LTD.


CHAIRMAN


SECRETARY

For DEVASIRI VERMAAN LIMITED LIABILITY PARTNERSHIP


Authorized Signatory

28. That for the purpose of payment of stamp duty this Agreement is valued at **Rs. 11,50,00,000/- (Rupees Eleven Crore Fifty Lakh only)** calculated on the super built up area admeasuring 5746.21 Sq. mtr. allotted to the Party of the FIRST PART and accordingly this Agreement is engrossed on stamp duty of **Rs. 33,35,000 (Rupees Thirty three Lakh Thirty five Thousand only)** and Registration fees of **Rs. 34,50,000/- (Rupees Thirty four Lakh Fifty Thousand only)** is paid herewith.

SCHEDULE NO.I

DESCRIPTION OF THE SAID PROPERTY

All that property known as "PALMAR BERNARDO FRANCISCO DA COSTA OU NAICALEM PREMEIRA ADICAO OU PREMEIRA LOTE E QUARTE PARTE DE RUMBRACHE BATTA LOTE B", admeasuring 4596.00 sq.mts. situated at Aquem, within the limits of Municipal Council of Margao, Taluka and Sub-District of **Salcete** and District North Goa, which property is found described in the Land Registration office of Salcete, under description no. 46107 at fls. 81V of Book 120 of New Series and inscribed in the name of M/s Y. D. Sadekar & Bros. under No. 50887 at folios 14V of Book G 62, bearing Matriz Nos. 96 and 210 in the Taluka Revenue office of Salcete and presently surveyed in the records of rights under Chalta No. 17 of P. T. Sheet No. 221 of City Survey Margao, situated at Aquem, Margao, Goa, and the property is presently bounded as under:

On the North : By Partly by main Road and Partly by Property bearing P. T. Sheet No. 221, Chalta No. 83;

For THE JANATA CO-OP. HOUSING SOCIETY LTD.


CHAIRMAN


SECRETARY

For DEVASHIRI NARAYAN LIMITED LIABILITY PARTNERSHIP


Authorized Signatory

On the South : By Property bearing P. T. Sheet No. 221,
Chalta No.18 ;

On the East : By Property bearing P. T. Sheet No. 221,
Chalta Nos.106 and 113;

On the West : By Main Road.

SCHEDULE NO.II

DESCRIPTION OF THE SAID PLOT

All that piece and parcel of land admeasuring 4182.00 sq. mts. forming part and parcel of the property known as "PALMAR BERNARDO FRANCISCO DA COSTA OU NAICALEM PREMEIRA ADICAO OU PREMEIRA LOTE E QUARTE PARTE DE RUMBRACHE BATTA LOTE B", surveyed in the records of rights under Chalta No. 17 of P. T. Sheet No. 221 of City Survey Margao, situated at Aquem, Margao, Goa, described in Schedule-I hereinabove written and is bounded as under:

On the North: By Partly by main Road and Partly by
Property bearing P. T. Sheet No. 221,
Chalta No. 83;

On the South: By Property bearing P. T. Sheet No. 221,
ChaltaNo.18 ;

On the East: By Property bearing P. T. Sheet No. 221,
Chalta Nos.106 and 113;

On the West: By Main Road.

The **SAID PLOT** is delineated in red boundary lines marked in the plan annexed herewith.

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

For THE JAMATA CO-OP. HOUSING SOCIETY LTD.


CHAIRMAN

SECRETARY

For DEVASHIRI KURMAN LIMITED LIABILITY PARTNERSHIP


Authorized Signatory

SIGNED AND DELIVERED BY

The within named FIRST PARTY

**THE JANATA CO-OPERATIVE HOUSING
SOCIETY LIMITED**

Through their Chairman

MR. JAYAPRAKASH K. HEGDE



[Signature]

Left hand finger prints

1.....

2.....

3.....

4.....

5.....

Right hand finger prints

1.....

2.....

3.....

4.....

5.....

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

[Signature]
CHAIRMAN

SECRETARY

For DEVASHIRI NIRMAN LIMITED LIABILITY PARTNERSHIP

[Signature]
Authorized Signatory

SIGNED AND DELIVERED BY

The within named FIRST PARTY

**THE JANATA CO-OPERATIVE HOUSING
SOCIETY LIMITED**

Through their Secretary

MR. DAMODAR MOHANDAS BHAT



Left hand finger prints

Right hand finger prints



1.....



1.....



2.....



2.....



3.....



3.....



4.....



4.....



5.....



5.....

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

W. Bhat
CHAIRMAN

SECRETARY

For DEVASHISH KUTUMBI LIMITED LIABILITY PARTNERSHIP

V. K. Kulkarni
Authorised Signatory

SIGNED AND DELIVERED BY

The within named SECOND PARTY

M/S DEVASHRI NIRMAN LIMITED

LIABILITY PARTNERSHIP

Through their Asstt. Manager,

(Liaison, Legal & Statutory Compliance)

Mr. Vivek Laxman Desai



[Signature]

[Signature]

Left hand finger prints



1.....



2.....



3.....



4.....



5.....



Right hand finger prints



1.....



2.....



3.....



4.....



5.....

In Presence of:

1. Sanjay S. Manerker *[Signature]*
 2. Snehal S. Arfadhkar *[Signature]*

For THE JAHATA CO-OP. HOUSING SOCIETY LTD.

[Signature]

CHAIRMAN

SECRETARY

For DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP

[Signature]
 Authorized Signatory



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MARGAO-GOA

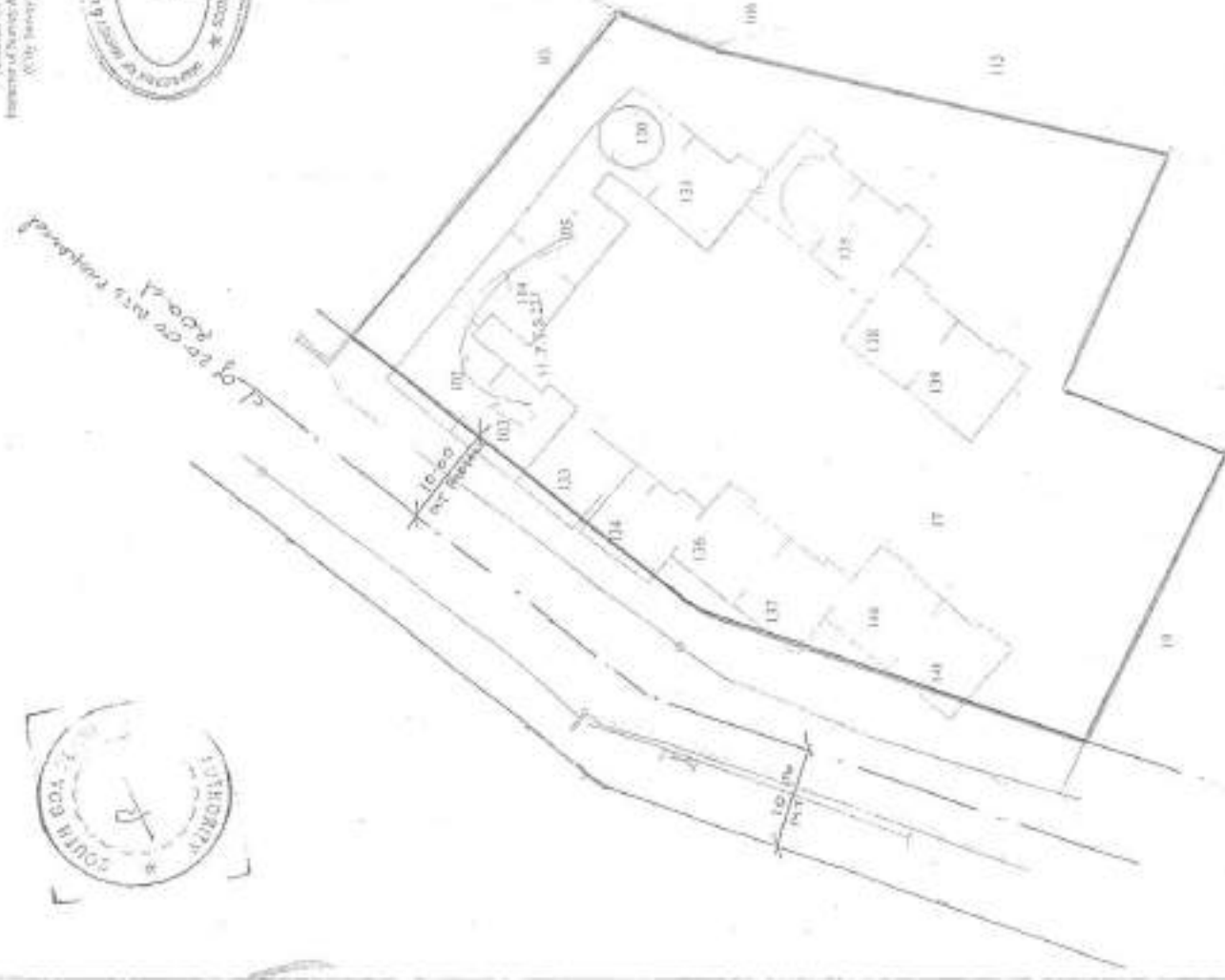


Plan Showing plots situated at

City: MARGAO
Taluk: SALCETTE
P.T. Sheet No. 221/C/Chia No. 197
Scale 1:1500

RE (01/11/04) 259134

[Signature]
(Chairman C. Jadhav)
Inspector of Survey and Land Records
(City Survey) Margao



Generated By: RUCHITA MADKAR
On: 01-12-2021

[Signature]
Supervisor

For THE JAMNATI CO-OP. HOUSING SOCIETY LTD.

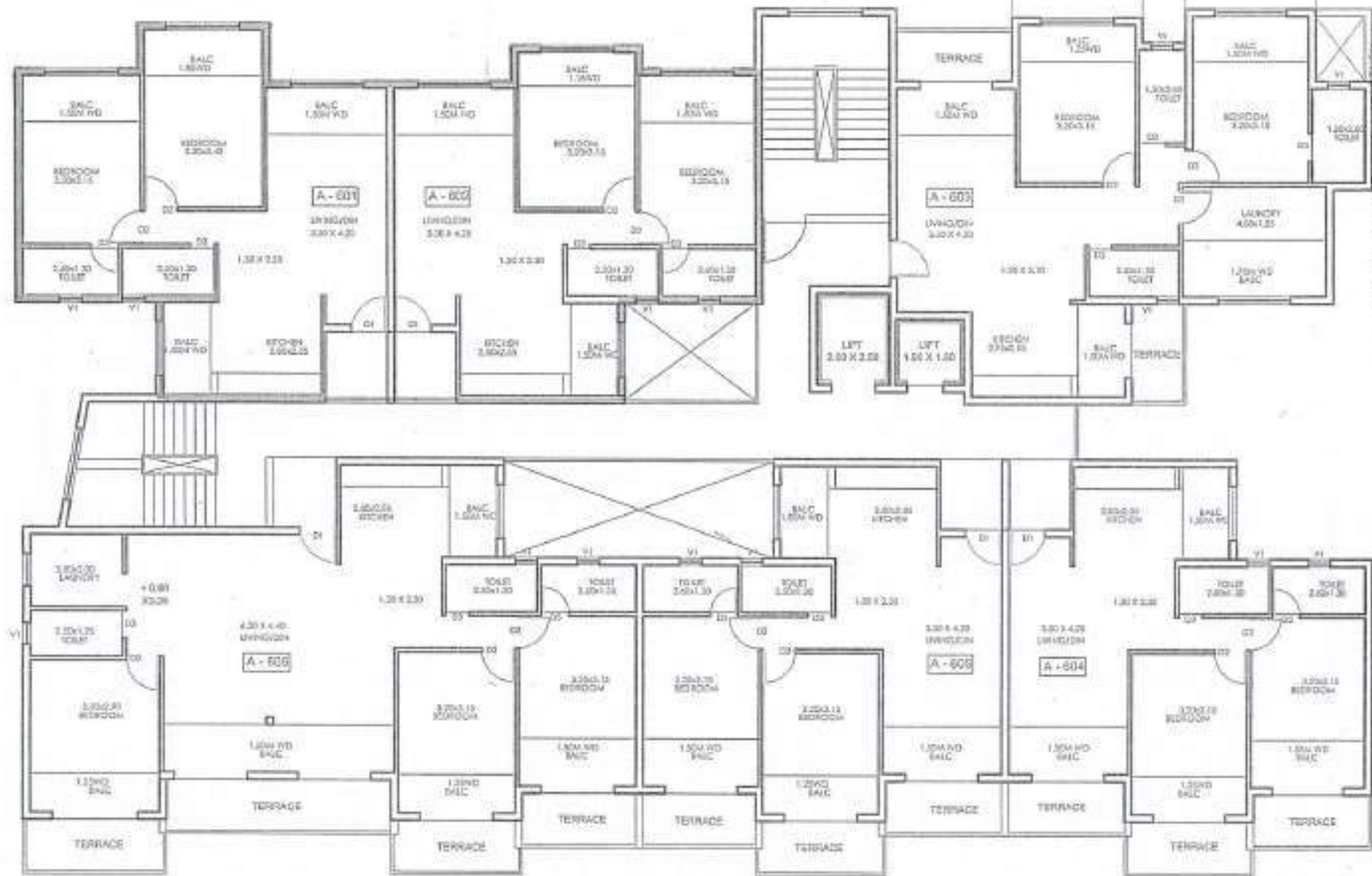
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CHAIRMAN

SECRETARY

For DEVASHRI NIRMAL LIMITED LIABILITY PARTNERSHIP

[Signature]
Authorized Signatory

ANNEXURE II (ONLY)



For DEVASHRI NIRMAL LIMITED LIABILITY PARTNERSHIP

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

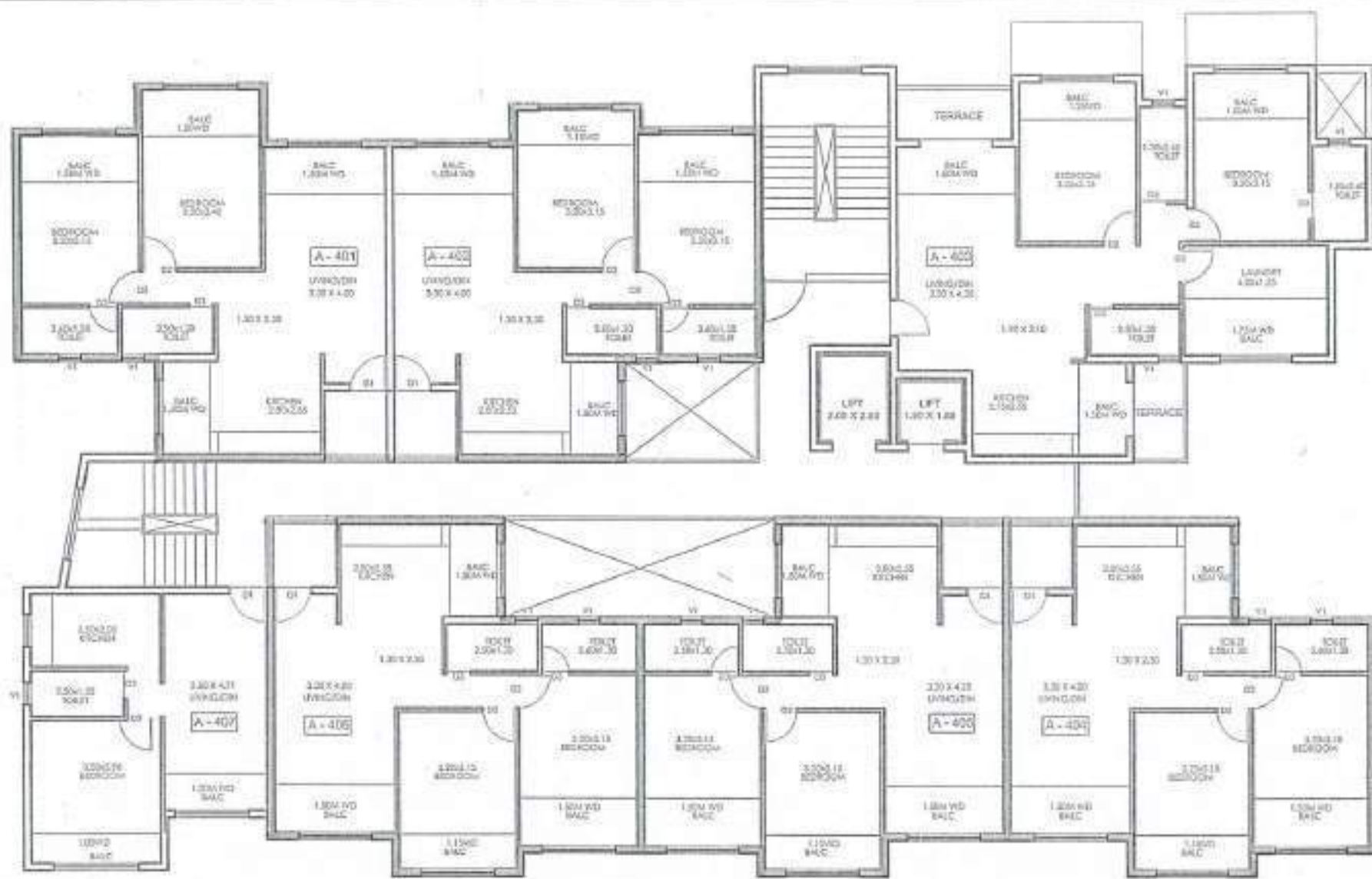
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Authorized Signatory

[Signature]
CHAIRMAN
[Signature]
SECRETARY

Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (A)

SIXTH FLOOR PLAN



For DEVASHRI NORMAN LIMITED LIABILITY PARTNERSHIP

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

[Signature]
Authorized Signatory

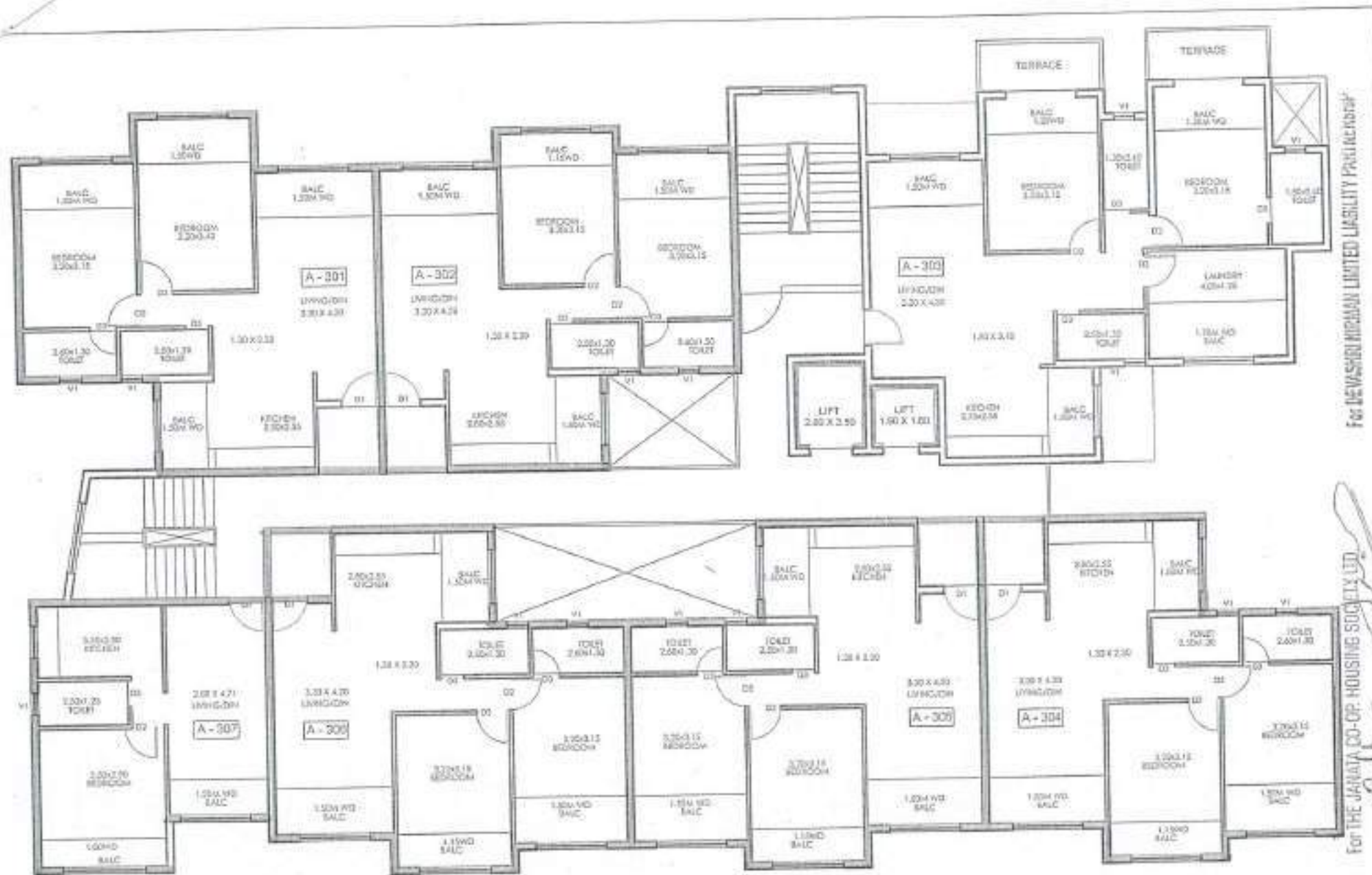
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SECRETARY

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CHAIRMAN

Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (A)

FOURTH FLOOR PLAN



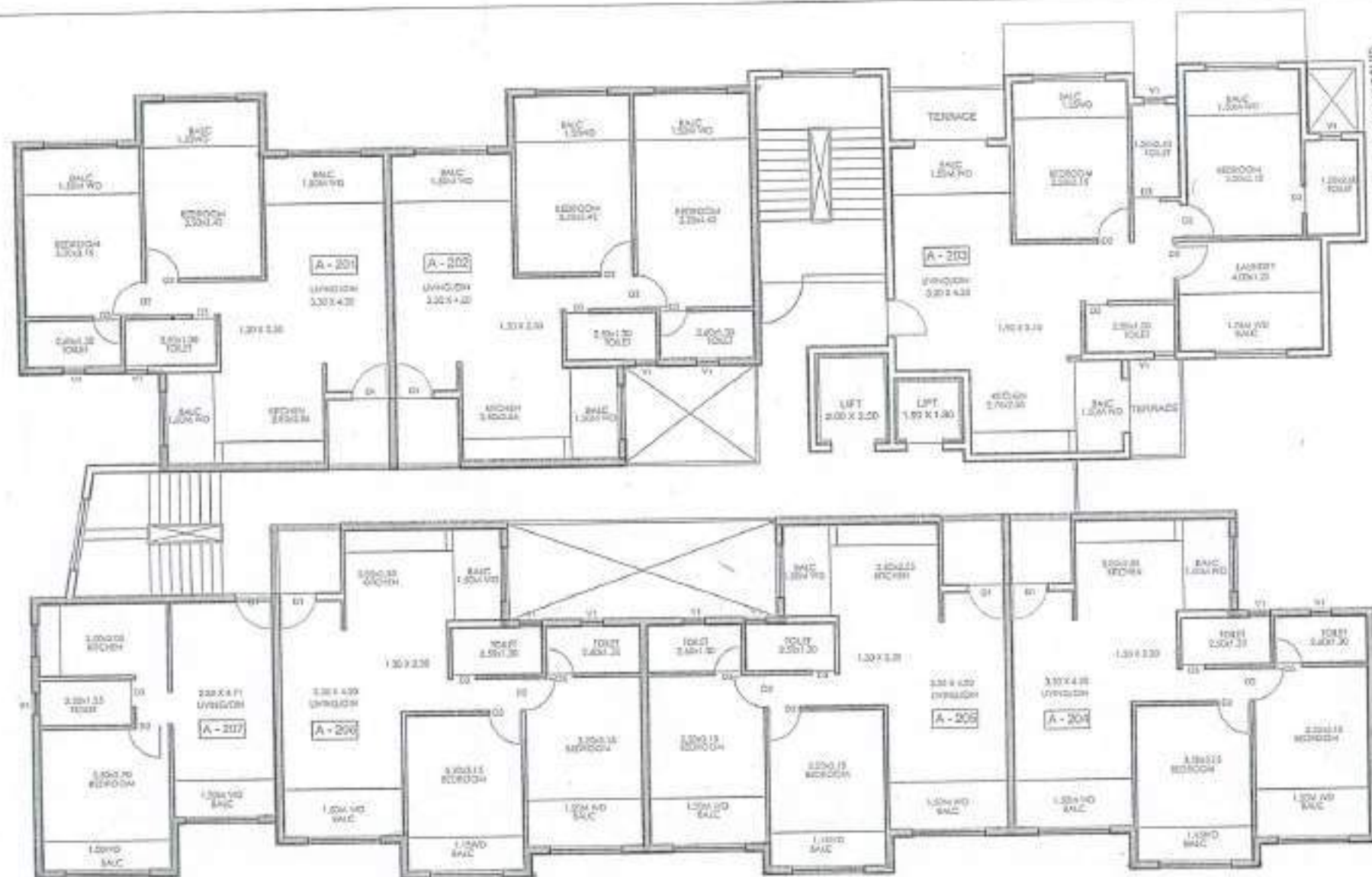
For DEVASHI HUMAN LIMITED LIABILITY PARTNERSHIP

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (A)

THIRD FLOOR PLAN



FOR DEVASHRI KIGGIAN LIMITED LIABILITY PARTNERSHIP

FOR THE JANATA CO-OP. HOUSING SOCIETY LTD.

Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (A)

SECOND FLOOR PLAN

Authorized Signatory

SECRETARY

CHAIRMAN



Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (A)

FIRST FLOOR PLAN

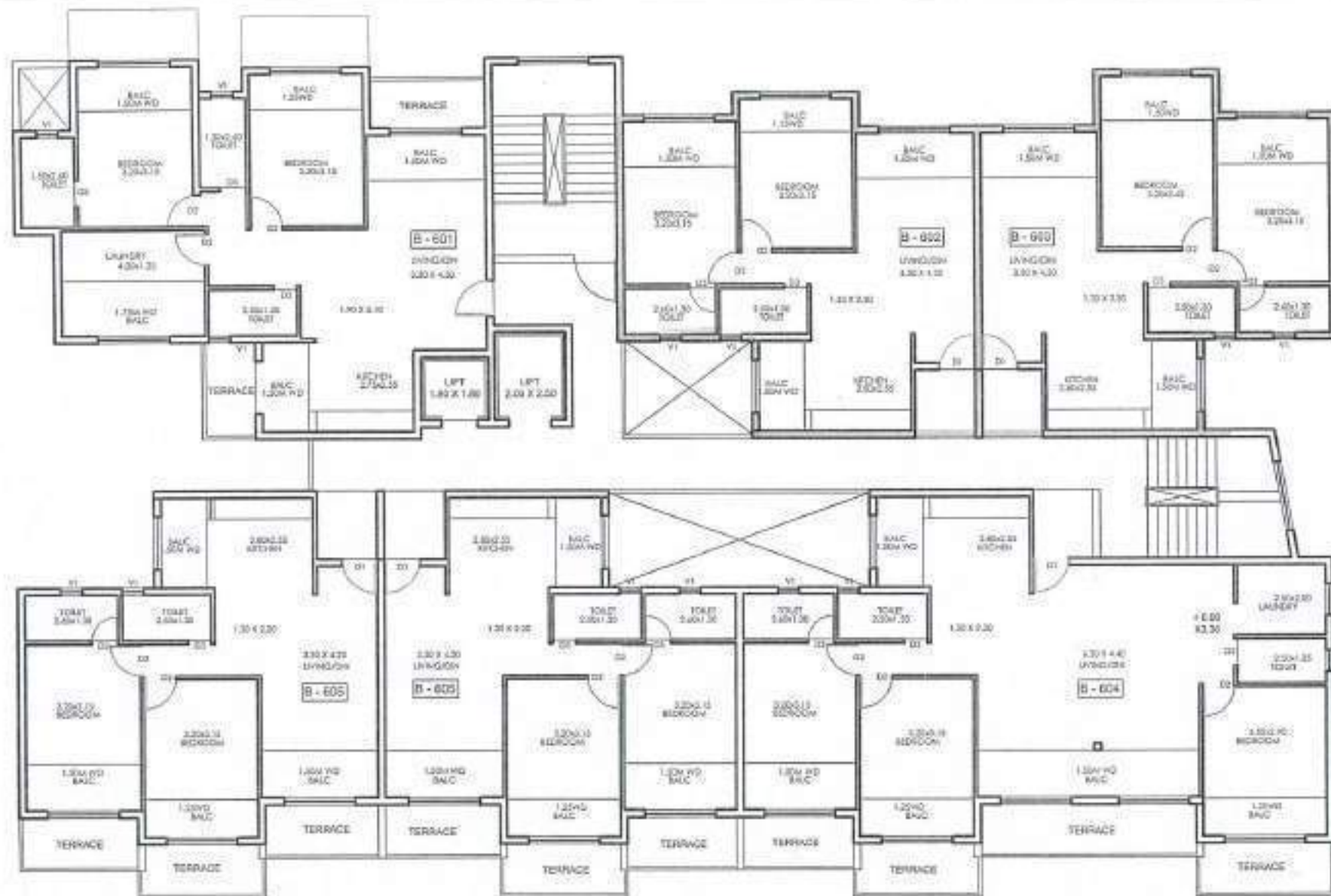
For THE JANATA CO-OP. HOUSING SOCIETY LTD.

For DEVASHRI NEEMAN LIMITED LIABILITY PARTNERSHIP

CHAIRMAN

SECRETARY

Authorized Signatory



FOR DEVASHRI NIGAM LIMITED LIABILITY PARTNERSHIP

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

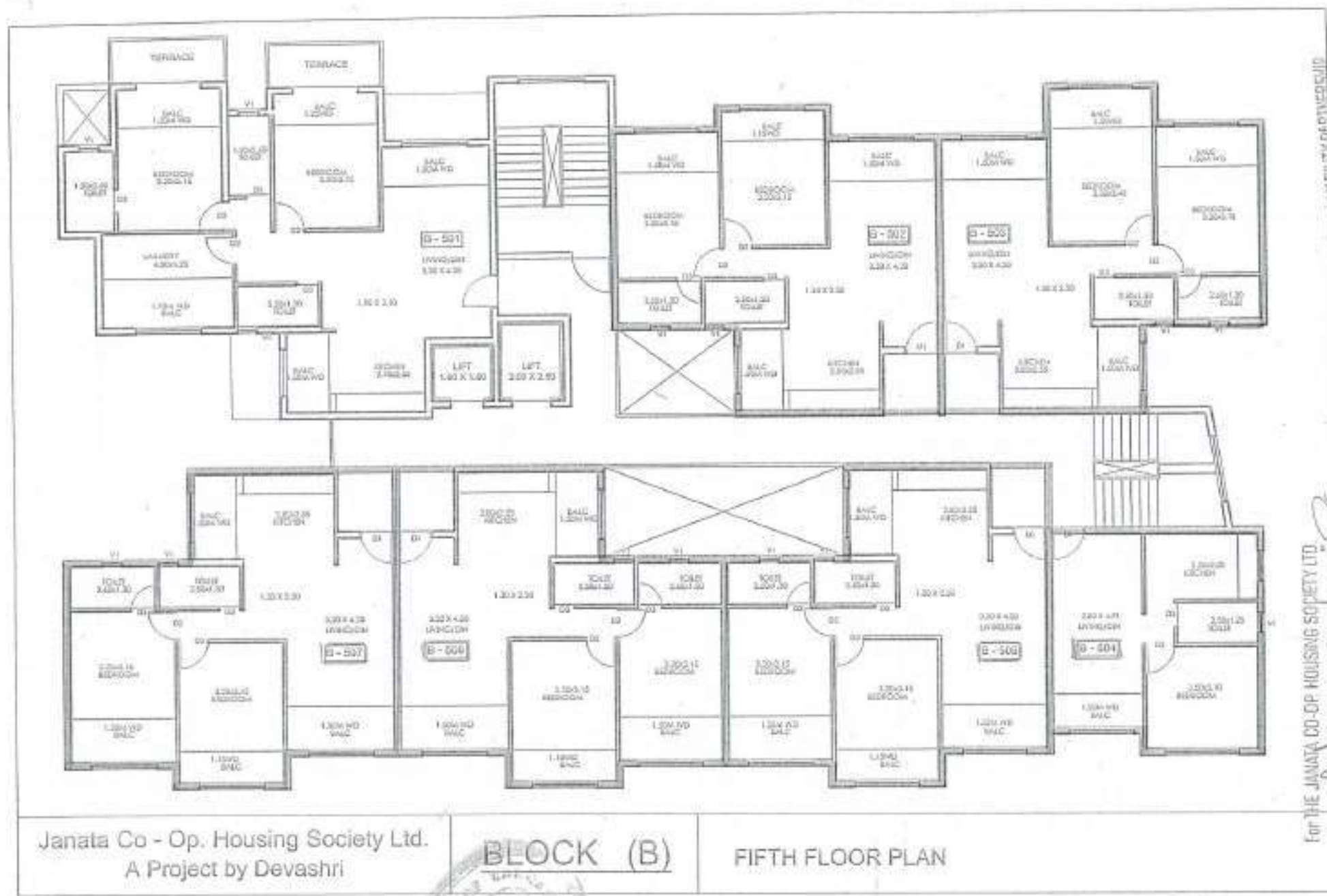
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Authorized Signatory

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CHAIRMAN
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SECRETARY

Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (B)

SIXTH FLOOR PLAN



Janata Co - Op. Housing Society Ltd.
A Project by Devashri

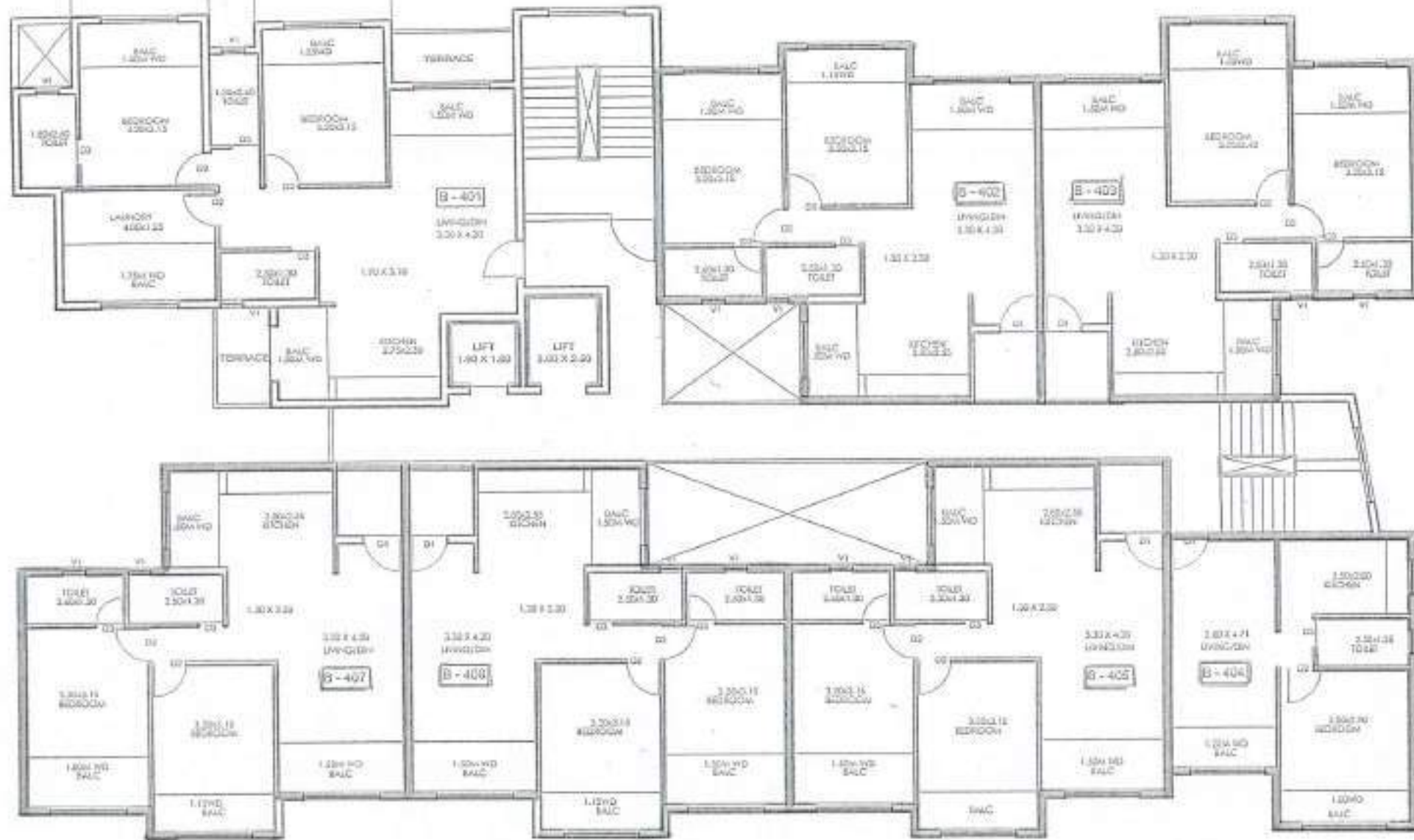
BLOCK (B)

FIFTH FLOOR PLAN

For THE JANATA CO-OP HOUSING SOCIETY LTD.
For DEVASHRI NIGMAN, LIMITED LIABILITY PARTNERSHIP

[Signature]
Authorized Signatory

[Signature]
CHAIRMAN
[Signature]
SECRETARY



For DEVASHRI NIGRAM LIMITED LIABILITY PARTNERSHIP

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

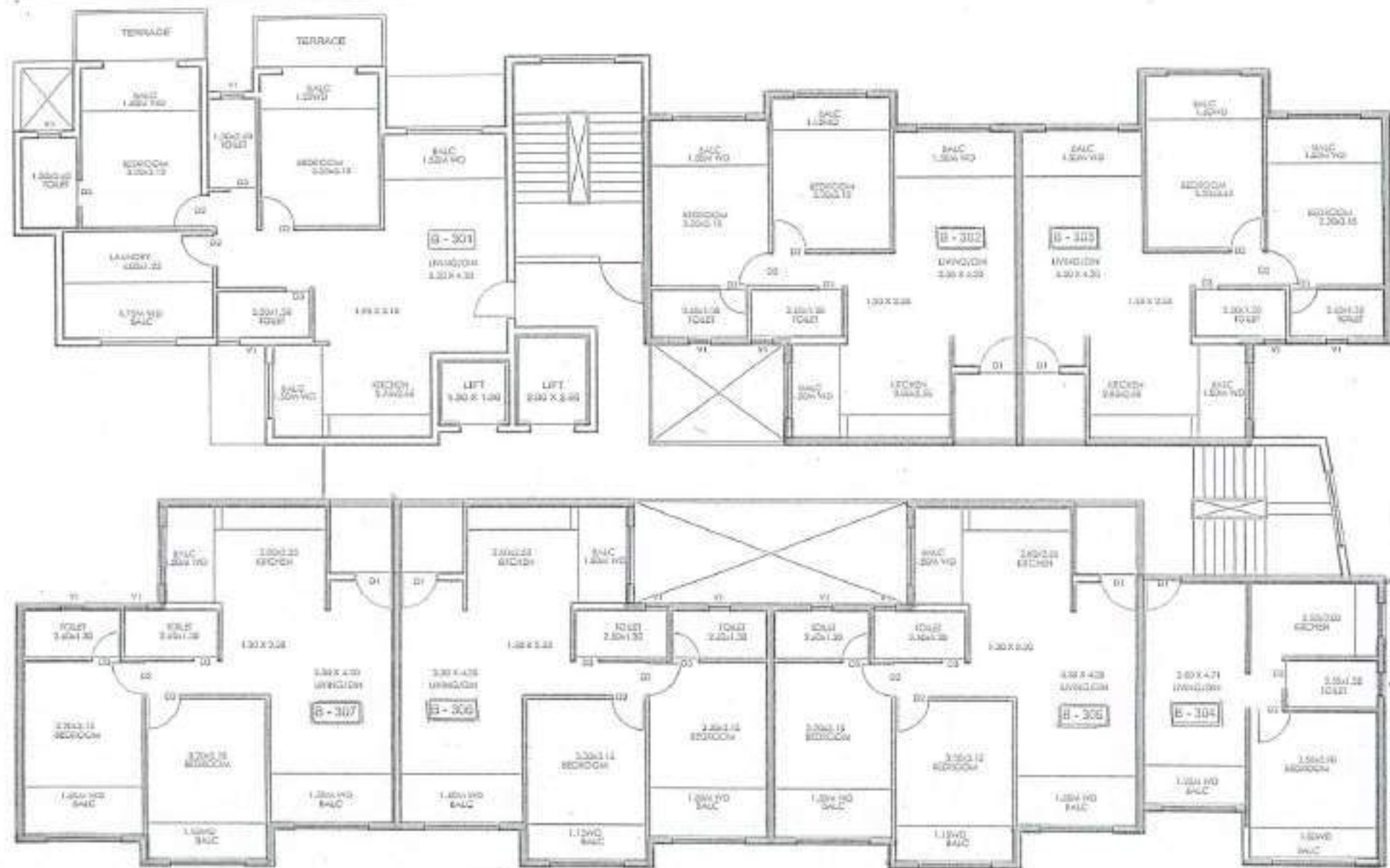
Authorized Signatory

CHAIRMAN SECRETARY

Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (B)

FOURTH FLOOR PLAN



For DEVASHRI NIRMAL LIMITED LIABILITY PARTNERSHIP

For THE JANATA CO-OP. HOUSING SOCIETY LTD.

Authorized Signatory

SECRETARY

CHAIRMAN

Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (B)

THIRD FLOOR PLAN



Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (B)

SECOND FLOOR PLAN

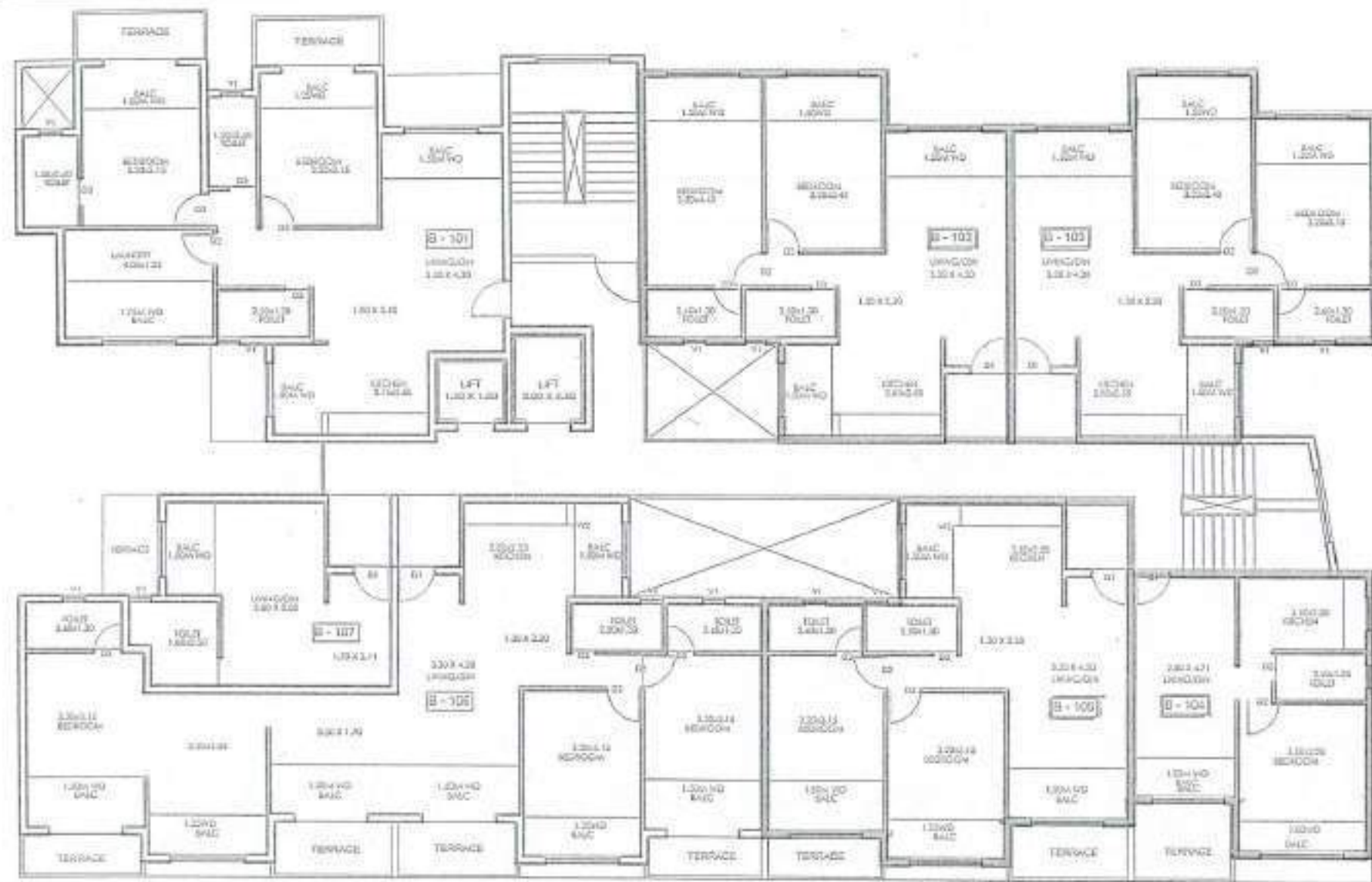
FOR THE JANATA CO-OP HOUSING SOCIETY LTD.

7-6-GENESSEE MORGAN LIMITED LIABILITY PARTNERSHIP

CHAIRMAN

SECRETARY

Authorized Signatory



Janata Co - Op. Housing Society Ltd.
A Project by Devashri

BLOCK (B)

FIRST FLOOR PLAN

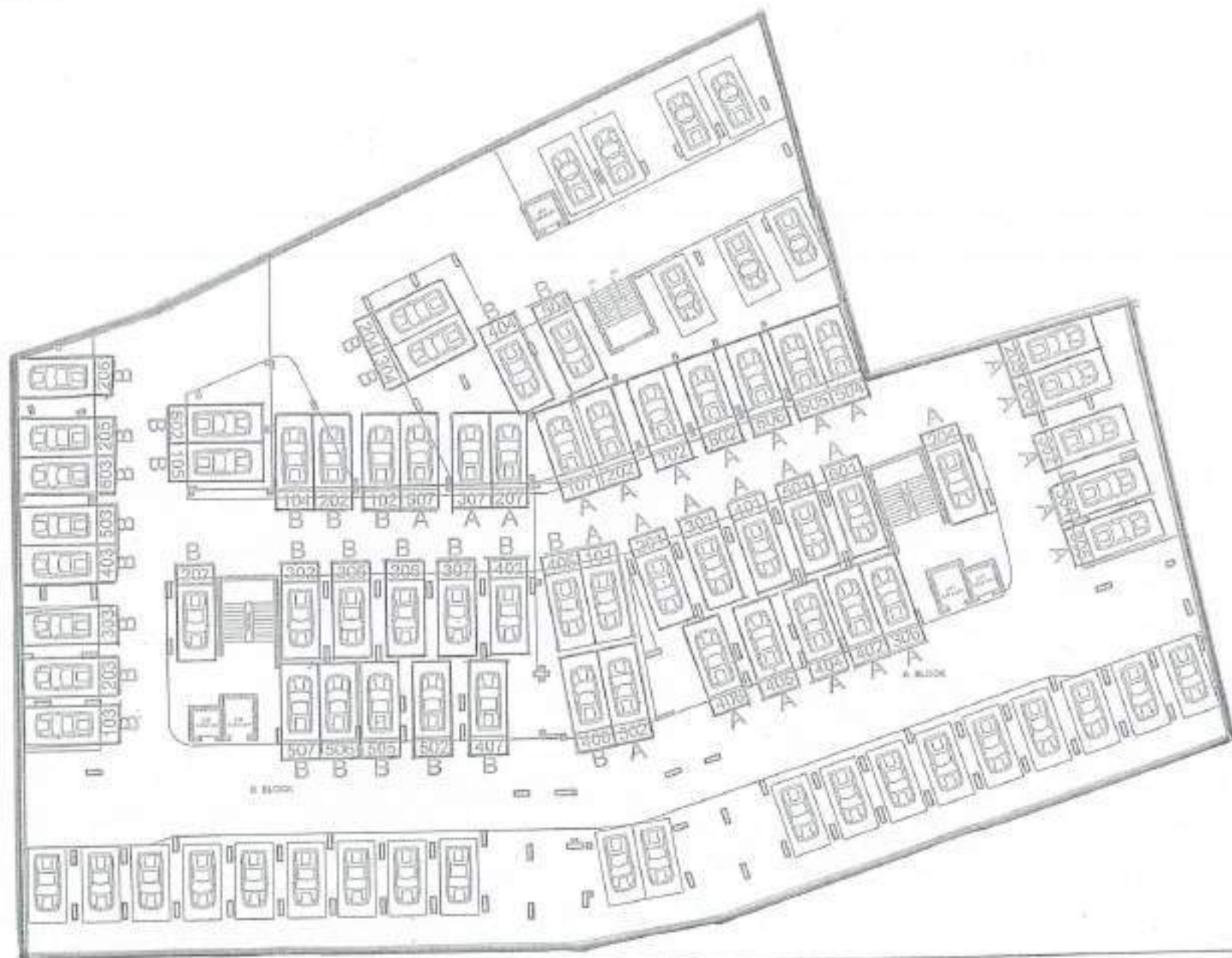
For THE JANATA CO-OP HOUSING SOCIETY LTD.

For DEVASHRI NIRMAL LIMITED LIABILITY PARTNERSHIP

CHAIRMAN

SECRETARY

Authorized Signatory



Janata Co-Op. Housing Society Ltd.
A Project by Deyashri

Basement Floor Plan

For DEVASHRI NIGRAH LIMITED LIABILITY PARTNERSHIP

For THE JANATA CO-OP HOUSING SOCIETY LTD.
CHAIRMAN
SECRETARY

Authorized Signatory



CHAIRMAN
SECRETARY


Authorised Signatory



Government of Goa
Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Salcete

Print Date & Time : - 05-Jan-2023 12:21:17 pm

Document Serial Number :- 2023-MGO-60

Presented at 12:19:28 pm on 05-Jan-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	3335000
2	Registration Fee	3450000
3	Processing Fee	3100
Total		6788100

Stamp Duty Required :3335000/-

Stamp Duty Paid : 3335100/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Vivek Laxman Desai Authorised Representative Devashri Nirman Limited Liability Partnership , Father Name:Laxman Desai, Age: 44, Marital Status: Gender:Male, Occupation: Service, Address1 - D-203 Salt Adhar Arcade Peddem Mapusa Goa, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Jayaprakash K Hegde Chairman The Janata Cooperative Housing Society Limited , Father Name:Krishna Rayappa Hegde, Age: 53, Marital Status: Gender:Male, Occupation: Service, H. No. 4-1042, Janata Co-op. Housing Society Aquem Alto Margao Goa., PAN No.:			
2	Damodar M Bhat Secretary The Janata Cooperative Housing Society Limited , Father Name:Mohandas Bhat, Age: 60, Marital Status: Gender:Male, Occupation: Self Employed, C-S-6 Janata Cooperative Housing Society Aquem Margao Goa, PAN No.:			
3	Vivek Laxman Desai Authorised Representative Devashri Nirman Limited Liability Partnership , Father Name:Laxman Desai, Age: 44, Marital Status: Gender:Male, Occupation: Service, D-203 Salt Adhar Arcade Peddem Mapusa Goa, PAN No.:			

Witness:

I/We individually/Collectively recognize the Builder, Owner,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Snehal Shyam Adfadar, Age: 30, DOB: , Mobile: 7775962757 ,Email: , Occupation: Service , Marital status : Unmarried , Address: 403521, H. No. 309 Carrem Socorro, H. No. 309 Carrem Socorro, Socorro, Bardez, NorthGoa, Goa			
2	Name: Sanjay S Manerkar, Age: 70, DOB: 1952-02-18 , Mobile: 8308213004 ,Email: , Occupation: Self Employed , Marital status : Married , Address: 403601, 39/H/16, 39/H/16, Janata Cooperative housing society, Aquem, Margao, Salcete, SouthGoa, Goa			


Sub Registrar



Document Serial Number : 2023-MGO-60

Book :- 1 Document

Registration Number :- **MGO-1-44-2023**

Date : 05-Jan-2023



Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Salcete)


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