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Serial No. 1357 place of St. Vennd Mapusa Date 8/6/2
Value of Stamp paper 500
Name of Purchaser Superb Goan Reality LLP
Residence at Mylor
Signature of Vendor _____ Signature of Purchaser _____
C.J. PANDIT - LIC NO. AC/STP/VEN/34/2003

654203



For NEWERA SOLUTIONS PVT. LTD.

DIRECTOR

For SUPERB GOAN REALITY LLP

Designated Partner

AGREEMENT FOR JOINT VENTURE DEVELOPMENT

This Agreement for Joint Venture development is made on this 22 day of January 2022 at Goa.

BETWEEN

M/s **NEWERA SOLUTIONS PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 149/5, Kilkri, Ring Road, New Delhi – 110014, Through Director Mr. Gautam Verma S/o Sh. A. K. Verma, R/o A-51, New Friends Colony, New Delhi – 110025, having DIN _____ duly authorized vide Board Resolution Dated 10/01/2022, hereinafter jointly referred to as the **“FIRST PARTY (DEVELOPER)”** (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include his legal representatives, executors, administrators, transferees and assigns) of the **ONE PART.**

AND

M/s **SUPERB GOAN REALITY LLP**, (Earlier Known as VEERA HOTELS LLP) A Limited Liability Partnership, Incorporated under LLP Act 2008, having its registered Address at GROUND FLOOR, SY. NO. 330/4, ANJUNA, BARDEZ-GOA, MAPUSA B, GOA, North Goa, GOA- 403509, Through its Designated Partner Mr. Rishabh Jain s/o Shri Anoop Jain, R/o B-98, Neeti Bagh, New Delhi- 110049 having DPIN _____ and Aadhar No.- _____ duly authorised vide Consent Written documents by the Partners of Dated 10/01/2022 hereinafter referred to as the **“SECOND PARTY (OWNERS)”** (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART.**

WHEREAS:

- i) The **SECOND PARTY** was the owner in possession of ALL THAT **PROPERTY** presently Surveyed under Survey No. 325/1 of Village Anjuna, situated within the jurisdiction of Village Panchayat of Anjuna, Taluka and Sub- District of Bardez, District North Goa, State of Goa, having an area of 6000 Sq. Mts, surveyed in the Old Cadastral survey _____ and is forming part of the property known as _____

For NEWERA SOLUTIONS PVT. LTD. Survey No. 2732


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"MAQUIRDEM", wholly described in the document registered in the office of the Land Registration Office of Bardez under No. 8916 at folio 133V (overleaf) of Book B-23 New, more particularly described in **Schedule I** hereunder and hereinafter referred to as the "**Said Property**".

Upon purchase of the Said Property supra, the SECOND PARTY has got its name mutated in the revenue records substituting its name in place of earlier owner and since then it is in vacant, peaceful and unencumbered possession and enjoyment thereof.

ii) In light of above, the SECOND PARTY has ownership an area of 6000 SQ. MTS. which property shall hereinafter be referred to as the "Said Property".

iii) That the First Party herein represented that it is competent and capable of developing the said property into a residential project and upon such representations, the SECOND PARTY being interested to get the said property developed as the residential project on the said property and therefore offered the said property for development and sale to the FIRST PARTY has made the following representations:

a. The SECOND PARTY is the absolute Owner of the Said property in the aforementioned manner and the title of the Said Property is good, clear, marketable, valid and subsisting and that no one else has any right, title, claim or share therein and it has not entered into any agreement for sale, transfer or development on the Said property with anyone else and nor is the Said property subject matter of any will or gift, memorandum of understanding (oral or written) or any other writing by whatever name called, creating any third party right in favor of any third party.

b. There is no impediment for it to enter into this agreement under any law or contract nor there is any statutory prohibition on sale/development/conveyance on the said property as well as the Said property is not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind and the Said property has not been mortgaged or offered as a collateral for securing any loan or for obtaining any advance whatsoever from any individual, Bank or Financial Institution and it is not subject to any statutory or any other charge for payment of income tax, gift tax.

c. There is/was no statutory bar or prohibition to acquire/hold the Said property by it including but not limiting to any provisions under the GOA Town & Country Planning Act, Goa Land Revenue Act or any other provision of law applicable to the Said property.

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d. That it is in actual physical and vacant possession of the Said property and it has not parted with the possession of the said property in any manner including and but not limiting to by any agreement of tenancy or lease. The SECOND PARTY has also not ceded any right of way or any other restriction or easement by whatever name called on the Said property.

e. That it has paid all the property taxes and all other levies by whatever name called, till this date.

iv) SECOND PARTY has already obtained all the required approvals for construction as on date and if any further permissions or approval are required under any other law which is in force or is a result of any such new legislation, it will sign all required documents as may be required but such permissions shall be obtained by the First Party at its own cost and expense.

v) On the basis of the above representations, amongst others, as represented by the First Party, the SECOND PARTY has offered to the FIRST PARTY to develop the SAID PROPERTY by constructing thereon a residential Complex (hereinafter referred to as the "SAID PROJECT") comprising of total 18 blocks / towers consisting of 18- Three Bedroom Apartment, 18- Two Bedroom Apartment, and 36- One Bedroom Apartments, in total there will be 72 APARTMENTS under a Joint Venture on the basis of mutually agreed terms that Tower No. 01 to Tower 09, 9- Three Bedroom Apartment, 9- Two Bedroom Apartment, and 18- One Bedroom Apartments, i. e. total 36 Apartments, will go towards the share of First Party, AND

Tower No. 10 to Tower 18, consisting of 9- Three Bedroom Apartment, 9- Two Bedroom Apartment, and 18- One Bedroom Apartments, i. e. total 36 Apartments will go towards the Share of SECOND PARTY.

vi) The SECOND PARTY in lieu of the development of the said property and handing over the 9 towers to the FIRST Party upon such development, it has agreed to transfer to the FIRST PARTY undivided proportionate rights in the said property corresponding to Tower No. 01 to Tower 09, consisting of 9- Three Bedroom Apartment, 9- Two Bedroom Apartment, and 18- One Bedroom Apartments, i. e. total 36 Apartments in lieu of the FIRST PARTY constructing the said complex, and the parties of this agreement have agreed to reduce their mutually decided understanding and the terms thereof in writing hereinafter:

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DIRECTOR

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NOW THEREFORE THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO AS UNDER:

RECITALS

The Parties do hereby jointly and severally declare and confirm that whatever is recited hereinabove in respect of the Said property shall be treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim. The FIRST PARTY upon representations of its capability to develop the residential project on the said property and after going through the title documents and physical verification of the site, it has agreed to enter into this Agreement and carry out its obligations under this Agreement relying upon and believing the statements, representations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate, and based on the said representations of the SECOND PARTY that the SECOND PARTY is holding clear and marketable title of the Said property and of the development rights thereof; and is legally entitled to transfer such rights in terms of the understanding arrived between the parties of this agreement as stated in preamble paragraphs to and in favour of the FIRST PARTY.

2) THE JOINT VENTURE:

- a. The FIRST PARTY and the SECOND PARTY do hereby form and constitute this joint venture for the SAID PROJECT of Construction of 18 TOWERS, consisting of 18- Three Bedroom Apartment, 18- Two Bedroom Apartment, and 36- One Bedroom Apartments, in total there will be 72 APARTMENTS.
- b. All the terms and conditions of this agreement and the clauses detailed herein below constitute the understanding between the parties of this agreement and the same forms part of the JOINT VENTURE.

3) THE SAID PROJECT:

- a. The FIRST PARTY shall at its own cost and expense, develop the SAID PROPERTY by constructing thereon residential scheme(s) of 18 TOWERS consisting of 18- Three Bedroom Apartment, 18- Two Bedroom Apartment, and 36- One Bedroom Apartments, in total there will be 72 APARTMENTS.
- b. The FIRST PARTY has conceptualized the said project within the framework of, and parameters as permissible under the applicable laws.

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- c. The SAID PROJECT, either before or after completion shall be identified and known as "MELHOR".

4) **THE CONTRIBUTION OF THE FIRST PARTY AND THE SECOND PARTY UNDER THE JOINT VENTURE:**

- a. The primary obligation and contribution of the SECOND PARTY shall be to bring into this Joint Venture the SAID PROPERTY, which the SECOND PARTY hereby does with the execution of this Agreement as per the terms agreed herein.
- b. The primary obligation and contribution of the FIRST PARTY shall be to invest all Funds as may be required towards development cost, external or internal with regard to the SAID PROJECT till the development and the completion of the SAID PROJECT and such developed units as per the approval plans and agreed specifications is handed over by the First Party to the Second Party.
- c. The cost and expense with regard to the development and construction of the Project shall be borne and paid for by the Developer, i.e. the First Party. On and from the Execution Date of this agreement, the Developer shall be solely responsible for (a) mobilizing all financial and technical resources required for implementation of the Project, and (b) meeting all costs and expenses, whether direct or indirect, relating to implementation of the Project both internal and external development, including construction costs, fees paid to the architects, designers, costs and expenses incurred in relation to obtaining applicable permits including obtaining the completion certificate and occupancy certificate for the Project and costs, fees and charges pertaining to various service providers; (c) bearing and paying all taxes (including but not limited to GST on Land Development rights as may be applicable), duties, cesses, charges, deposits, levies, stamp duties, registration charges and the like (including those taxes applicable in relation to the Schedule Property such as municipal taxes) applicable in relation to implementation of the Project

5) **RIGHTS OF PARTIES IN RESPECT THEREOF:**

5.1. In consideration of the respective representations, promises, obligations and contributions as aforesaid:

- a. The SECOND PARTY shall be unconditionally and irrevocably entitled to get;

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- i) Built up saleable area in the SAID PROJECT equivalent to 36 Apartments in Tower No. 10 to Tower 18 (consisting of 9- Three Bedroom Apartment, 9- Two Bedroom Apartment, and 18- One Bedroom Apartments), The area of the units shall include the incidence of staircase, common passages, elevators, terrace, landings and other common areas as applicable to other units in the SAID PROJECT.
- ii) To retain proportionate undivided rights to the SAID PROPERTY corresponding to the area of the SECOND PARTY's units.
- b. The FIRST PARTY shall get-
- i) Built up saleable area in the SAID PROJECT on ownership basis equivalent to 36 Apartments in Tower No. 01 to Tower 09, consisting of 9- Three Bedroom Apartment, 9- Two Bedroom Apartment, and 18- One Bedroom Apartments. The area of the units shall include the incidence of staircase, common passages, elevators, terrace; landings and other common areas as applicable to other units in the SAID PROJECT.
- ii) To entitle for proportionate undivided rights to the SAID PROPERTY corresponding to the area of the SECOND PARTY's units.

6) **ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE SECOND PARTY**

The SECOND PARTY shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the SECOND PARTY (unless expressly specified otherwise):

a. **Title:**

- i. The SECOND PARTY shall at all times during the tenure and subsistence of this Agreement and thereafter for the benefit of the Apartments Purchasers, maintain the SECOND PARTY's title to the Said property (subject only to the rights and entitlements of the FIRST PARTY as are set out herein)

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unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.

- ii. Both Parties shall open Joint Locker with any nationalize bank wherein original deeds of SAID PROPERTY shall be kept in joint possession. This locker will be operated only jointly by both parties and the said original deeds and documents of title shall be made available by the parties, as and when mandated by doing all that is necessary to operate the locker.
- iii. The SECOND PARTY hereby nominate and authorize **Mr. Rishabh Jain** to act on its behalf for the purpose of this agreement and consent given and action taken by the said **Mr. Rishabh Jain** in furtherance to this agreement shall be deemed to be consented action taken on behalf of the SECOND PARTY and the same shall be binding on the SECOND PARTY. The consent of the SECOND PARTY specified in this agreement shall be construed to mean consent of the said **Mr. Rishabh Jain** for and on behalf of the Second Party.
- iv. After execution of this Agreement, Second Party shall give Specific Power of Attorney to **Mr. Gautam Verma** for authorizing him for executing documents for approval, Sanad, Forest Department, Panchayat Licenses, Changes in Plan of construction, upgradation in specification and for all other purposes under this agreement with the condition that such executed document is provided in the form of soft copy on the email id of the Second Party.

b. Approvals

- i. The SECOND PARTY covenants that all permissions/approvals have been lawfully obtained as per the relevant Authority/ies rules and regulations and warrants that all permissions/approvals are valid and subsisting.
- ii. The FIRST PARTY shall with the active cooperation and assistance of the SECOND PARTY, but at the FIRST PARTY'S cost, obtain the completion and Occupancy Certificate from the concerned authorities upon completion of the Development and construction of said project with mutually agreed specifications.

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- c. The SECOND PARTY shall be liable to convey the undivided rights corresponding to the share of the First Party as referred herein as the "developer premises" in the Said property to and in favour of the FIRST PARTY and/ or their nominees/assigns or prospective purchasers after completion of the external and internal development, construction and development as well as after receipt of the Completion Certificate in respect of the Project land, for which all costs and expenses incidental thereto shall be borne and paid by the FIRST PARTY or the purchasers of premises in the said Complex.
- d. The SECOND PARTY shall perform the role, functions and duties of, and be obligated under this agreement and as, a 'promoter' as defined under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations thereunder ("RERA") to the extent applicable and shall co-operate with the developer to provide the requisite information in filing RERA application for seeking registration of the project & updation of the same, as may be applicable, such as number of units sold pertaining to its share thereof as per RERA Act, Goa RERA rules & relevant circulars/orders/notifications as may be amended from time to time.

7) **ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE FIRST PARTY.**

The FIRST PARTY shall be unconditionally liable and obligated to discharge the following independent and mutually exclusive obligations and covenants at the cost of the FIRST PARTY (unless expressly specified otherwise)

- a. The FIRST PARTY with the consent of the SECOND PARTY shall be responsible for planning and designing of the said Complex / project and the premises therein. Notwithstanding a power of attorney which may be executed by the SECOND PARTY in favour of the FIRST PARTY as is set out herein, the SECOND PARTY shall, whenever called upon by the FIRST PARTY, duly sign all applications, declarations, affidavits and any other writing by whatever name called, which may be necessary for the purpose of obtaining all approvals, etc.

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- b. The FIRST PARTY shall be at liberty to develop the Said property either by self or by entrusting the work or any part thereof to any contractor as part of outsourcing activity. However, the FIRST PARTY shall be unconditionally responsible for the due performance of its contractors and appointees. The FIRST PARTY shall appoint architects, RCC consultant, landscaping consultants and all other professionals of necessary experience and expertise for the purpose of the development of the said project on the said property.
- c. In the event that in future (during the course of implementation of the Project as provided herein) the FAR of the said property is increased / or purchase of the same is possible with suitable permission/sanction from the Town & Country Planning Authority/ Statutory Authority to construct additional built area in the said complex or on the said property (“**Additional FAR**”), the benefit of the said additional built area shall accrue to both the parties of this agreement in the same proportion as is provided and reduced in writing herein in respect of the present agreement.
- d. The FIRST PARTY shall register the said project with RERA authorities as well as will comply with all the applicable laws, rules and regulations whether in force and / or made hereinafter under RERA and / or other applicable laws.
- e. The FIRST PARTY hereby agree that during the Defect Liability Period, the Developer shall be solely and unconditionally liable to the Owners and/or any Customer for any defect in the said project and / or any portion thereof that arising due to any defects in the quality of construction, workmanship, services that would in any manner affect or impact the structure or structural stability of any Portion of the Owners’ share, in respect of the development/construction of the Owners’ share and that all losses, claims, expenses, liabilities in respect thereof shall be borne by the Developer or otherwise. Warranties for all other consumables, or equipment’s like, generators, if any, lifts, etc. will be provided by the respective manufacturers on their standard terms during all times for the defect liability period. The defect liability period would end after six months from the date of completion of the said project.

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8) **APPROPRIATION OF PROCEEDS OF SALE**

In the event, the Second Party consents for the sale of their portion of entitlements by the First Party, then the proceeds from booking received from the SAID PROJECT shall be appropriated and/or adjusted in terms of the allotment of the units to the respective parties in as much as if the booking is in respect of the units of the FIRST PARTY, then the amount will be appropriated by the FIRST PARTY and if the booking is in respect of the units allotted to the SECOND PARTY, then that amount will not be used by the First Party towards development and construction of the project and the same shall be transferred to the bank account of the Second Party within 48 hours of receipt of such amount and / or the bankers would be instructed for the same in the event if the amount is received in the designated escrow account, if any.

9) **TAXES**

- i. All rates, taxes, charges, assessments, duties, land revenue and other outgoings in respect of the said property up to the date of execution of this Agreement to be paid by the SECOND PARTY. In the event that such charges have not been paid by the SECOND PARTY, the SECOND PARTY undertakes to pay the same immediately upon execution of this agreement. Further the SECOND PARTY represent and warrant that they will be responsible and liable for the payment of all arrears or outstanding rates, taxes, charges, assessments, duties, arrears and outgoings in respect of the said property for the period upto the date of execution of this Agreement. All rates, taxes, charges, assessments, duties, land revenue and other outgoings relating to the area occupied by the said property after the date of the execution of the Agreement shall be borne by the First Party.
- ii. The GST shall be borne by the respective parties, as applicable and payable by the First Party to the competitive tax authority.

10 **VARIATIONS IN PLANS**

- i. The FIRST PARTY shall carry out such variations and alterations in the SAID PROJECT, building plans or in the layout of the Apartments including relocating the open space/all structures/ buildings/ garden spaces and /or varying the location of the access of the SAID PROJECT, as the exigencies of the situation and the circumstances of the case may require, with the written intimation to the Second Party.

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De Facto Partner

- ii. The FIRST PARTY is entitled to revise the specifications relating to the exterior of the SAID PROJECT and/or all common structures, areas, amenities in and around SAID PROJECT with mutual consent, which are agreed between the parties and forming part of this agreement.

11 **COMPLETION OF PROJECT**

1. The FIRST PARTY shall do all that is necessary and required to complete the development and the construction of the project within 36 months from the date of signing of this agreement, subject to an extension of 12 months of grace period in writing and it shall be under unconditional obligation to comply with the terms and obligations on its part.
2. **In respect of the delivery of possession of the SAID PREMISES by the FIRST PARTY to the SECOND PARTY:**
 - i) The possession of the respective units in the said project as envisaged in this agreement shall be handed over only after the FIRST PARTY has obtained an occupancy certificate / Completion Certificate from the concerned authority in respect of the unit(s) to be handed over.
 - ii) The FIRST PARTY shall inform the SECOND PARTY in writing, unless the SECOND PARTY waive this requirement in writing or by conduct, by Speed Post calling upon the SECOND PARTY to take possession of the SAID PREMISES and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter intimating offer of possession.
 - iii) The delivery of possession shall be acknowledged by the SECOND PARTY in writing to the FIRST PARTY and the actual delivery of possession of such units shall be handed over either to the SECOND PARTY or their agent, signing and handing over the letter of acknowledgement to FIRST PARTY.
 - iv) That subject to confirmation and intimation in writing, the FIRST PARTY shall not be treated in default in handing over the possession of the SAID PREMISES provided the same is obstructed for the reasons of non-availability of the material or by reason of war, civil commotion or any act of God or if the non-delivery of possession is due to or is a result of any

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Act, Rule, Regulation, Notice, Order, Notification or Circular of the Government of Goa or the Central Government or due to any legal proceedings in any court/tribunal, and/or any competent authority, or pandemic conditions or other reasons beyond the control of the FIRST PARTY and in any of the aforesaid events, the FIRST PARTY shall be entitled to a reasonable extension of time for handing over/delivery of the possession of the SAID PREMISES or making the payment. It is clarified that such extension shall be subject to condition that such events and reasons of force-majeure are communicated by the First Party to the Second Party in writing.

- v) It is agreed between the Parties that occurrence of any Force Majeure Event including COVID-19 shall not under any circumstances, entitle the Party claiming its non-performance for reasons of Force Majeure Event to any compensation, loss, expense, claim, cost, damages, relief or remedy, other than for an extension of time period (commensurate with the time period for which the Force Majeure Event subsists or its affect continues) for the performance of its obligation which is affected due to Force Majeure Event. In the event the Force majeure Event continues beyond a reasonable time period which may adversely impact the Project as envisaged herein, then Parties shall mutually, in good faith, discuss the further course of action and the registration granted under section 5 of RERA Act, 2016 may be extended for such period by the authority on an application made by Developer in such form and on payment of such fees as may be specified by regulations made by the RERA authority.
- vi) If the project is delayed due to any disputes in the title of the SECOND PARTY relating to scheduled property in a comprehensive suit on account of orders of court staying the construction, such period shall also be excluded in completing the period of construction.
- vii) With effect from the date of execution of this Agreement, In respect of their respective premises/ units in the SAID PROJECT, including their respective proportionate undivided rights to the SAID PROPERTY, each party shall be free to deal with and dispose of their respective unit(s) in the SAID

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PROJECT, including entering into memorandum(s) of understanding, agreement(s) or deed(s) with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of any or all of their premise(s)/ unit(s) in the SAID PROJECT with or without the corresponding undivided rights in the SAID PROPERTY and receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to:

- a. Each party shall join as a confirming party to the Memorandum(s) of Understanding; Agreement(s) Deed(s) etc. executed by the other party with the prospective purchaser/lessee and do all that is necessary in this regard.
- viii) The title and interest of the FIRST PARTY and the SECOND PARTY to the undivided proportionate share in the SAID PROJECT on the SAID PROPERTY shall be joint and impartible and the parties shall not be entitled for demarcation or partition of their right in or to the land of the SAID PROPERTY.
- ix) It is agreed between the parties that the units falling to the share of the Second Party shall be dealt with written consent duly signed by Mr. Rishabh Jain and all the agreement to sell / builder buyer agreement in falling to the share of the Second Party shall also be signed by Mr. Rishabh Jain only.
3. In the event, the PROJECT is completed under the circumstances mentioned above in clause 2,
- a. The FIRST PARTY shall get –
 - i. On ownership basis, 36 Apartments in Tower No. 01 to Tower 09 (consisting of 9- Three Bedroom Apartment, 9- Two Bedroom Apartment, and 18- One Bedroom Apartments) premises along with undivided rights in the said property
 - b. The SECOND PARTY shall get–

On Ownership basis, 36 Apartments in Tower No. 10 to Tower 18 (consisting of 9- Three Bedroom Apartment, 9- Two Bedroom Apartment, and 18- One Bedroom Apartments) along with undivided rights in the said property.

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Delegated Partner

c. After allotment of units in terms of this Agreement, In respect of their respective premises/ units in the SAID PROJECT, the FIRST PARTY and SECOND PARTY shall jointly execute the necessary documents/instruments of allotment of units including transfer of corresponding undivided rights in the SAID PROPERTY by the SECOND PARTY in favor of the FIRST PARTY by giving reference of this agreement and failure on the part of the First Party, if any, shall not be considered as failure on the part of the Second Party.

12. INCREASE IN FAR-In the event, before or after the execution of the final sale deed(s), the FSI/FAR presently allowed to the SAID PROPERTY is increased or decreased or any other or further benefits/restrictions are granted/imposed by law or any authority in respect of the SAID PROPERTY, all such benefits/restrictions shall be shared by the FIRST PARTY and SECOND PARTY in the equal ratio.
13. Without prejudice to the other rights under this Agreement, incase if any defect is found in the title of the SECOND PARTY to the SAID PROPERTY and/or in the present agreement and/or the SECOND PARTY is ever dispossessed from and/or prevented from undertaking the development of the SAID PROPERTY, or any part thereof, then the SECOND PARTY agree and undertake at all times, to indemnify and keep indemnified the FIRST PARTY herein and his transferee/assigns against any loss, damage, cost, charges, expenses, suffered by the FIRST PARTY on account of any defect in title of the SECOND PARTY or fault of the SECOND PARTY or any breach of the covenants.
14. The SECOND PARTY do hereby declare and assure the FIRST PARTY that:
- The SECOND PARTY has not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROPERTY with any third party, nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID PROPERTY in any manner whatsoever, to any person other than the FIRST PARTY.
 - The SAID PROPERTY or any part thereof is not a subject matter of any pending litigation.

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- c. The SAID PROPERTY or any part thereof was never a tenanted land since the date of acquisition of the title of the said property by it and no claim of tenancy or mundkarship is pending to the knowledge of the First Party before any Court or Tribunal.
- d. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID PROPERTY.
- e. No easements or right of way run through or over the SAID PROPERTY.
- f. No Order of any Court, Tribunal or Authority prohibits or impedes the beneficent use of the SAID PROPERTY for construction, development or any other activity.
- g. That the SAID PROPERTY is fit for the development and there is no disability or restriction on development of the SAID PROPERTY or construction thereon.

15. MISCELLANEOUS

- a. The SECOND PARTY shall execute Irrevocable Power of Attorney in favour of the FIRST PARTY for the purpose of development and construction of the said project on the SAID PROPERTY and sale of the developer premises.
- i. The respective rights and obligations of each party shall continue and subsist even after the completion of the SAID PROJECT and/or the lapse of this Joint Venture, provided the First Party fulfill its obligations under this agreement including completion of construction and development and handover of the units to respective persons after obtaining the required completion certificate for habitation.
- ii. The SECOND PARTY does hereby undertake that they shall at all times hereafter do, perform, execute or cause to be done, performed and executed all such acts, deeds and things whatsoever which may be necessary for further, better and more perfectly every part thereof for development of the SAID PROJECT, as and when demanded by the First Party with the reasons specified, or according to the intent and meaning of this Agreement or as reasonably required by the FIRST PARTY.
- iii. The parties hereto are entitled to specific performance of the terms of this agreement at the cost of other party.
- iv. All letters, notices, communications to the FIRST PARTY and the SECOND PARTY, by or under this agreement or otherwise

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shall be addressed at the addresses aforesaid or address as specified in the master data maintained by the Ministry of Corporate Affairs. Any change in the above address shall be notified by the concerned party to the other party, in writing. Until and unless the communication of such change in address is received by the other party the above address or address as per MCA records shall be deemed to the valid and existing address of the parties. Any letters, reminders, notices, documents, papers or communication etc. sent on the above address or the changed address (subject to the immediately above preceding clause) by REGISTERED AD or Under Certificate of Posting shall be deemed to have been lawfully served and received by the respective parties.

- v. Any dispute shall be subject to the jurisdiction of courts in Goa but any dispute that arising between the parties of this agreement shall be subject to the provisions of the Indian Arbitration & Conciliation Act, 1996 and the same shall be resolved through the arbitration of Sole Arbitrator and such arbitration proceedings shall be subject to the courts of Delhi and would be conducted within the jurisdiction of Delhi High Court.

SCHEDULE I

ALL THAT PROPERTY presently Surveyed under Survey No. 325/1 of Village Anjuna, situated within the jurisdiction of Village Panchayat of Anjuna, Taluka and Sub- District of Bardez, District North Goa, State of Goa, having an area of 6000 sq.mts, surveyed in the Old Cadastral survey under Survey No. 2732 and is forming part of the property known as "MAQUIRDEM", wholly described in the Land Registration Office of Bardez under No. 8916 at folio 133V (overleaf) of Book B-23 New and not found enrolled in the Taluka Revenue Office and bounded as under:-

Towards the North: By the property bearing Survey No.330/7;

Towards the South: By the properties bearing Survey Nos. 325/3 and 325/4;

Towards the East: By the properties bearing Survey No. 325/2 and a Road;

Towards the West: By the properties bearing Survey Nos.327/4, 327/4-A, 326/1 and 325/4.

For NEWERA SOLUTIONS PVT. LTD.


DIRECTOR

For SUPERB GQAN REALTY LLP


Designated Partner

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses herein below mentioned.

Signed & Delivered by the within named)

FIRST PARTY

NEWERASOLUTIONS PRIVATE LIMITED

Through Director)
Mr. Gautam Verma)
.....)
DIRECTOR)

LHFI

RHFI

- | | |
|----------|----------|
| 1) _____ | 1) _____ |
| 2) _____ | 2) _____ |
| 3) _____ | 3) _____ |
| 4) _____ | 4) _____ |
| 5) _____ | 5) _____ |

Signed & Delivered by the within named)

SECOND PARTY

SUPERB GOAN REALITY LLP

Through Designated Partner)
Mr. RISHABH JAIN)
.....)
Designated Partner)

For NEWERA SOLUTIONS PVT. LTD.


DIRECTOR

LHFI

RHFI

1) _____

1) _____

2) _____

2) _____

3) _____

3) _____

4) _____

4) _____

5) _____

5) _____

In the presence of the following witnesses:

1) Name:

Address:

2) Name:

Address:

For NEWERA SOLUTIONS PVT. LTD.



DIRECTOR

For SUPERB GOAN REALTY LLP



Designated Partner

EXECUTED BEFORE ME
ON 24/11/2020 AT MAPUSA

M
ADV. MADHU R. REDKAR
NOTARY
Bardez - Taluka
Mapusa - Goa
Reg No.165



Reg no. 352/2020

Date: 24/11/2020

[Handwritten signature]