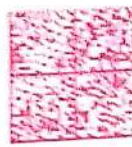


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Date Issued To
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For Share ID Proof
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JOINT DEVELOPMENT AGREEMENT

EVERGREEN VILLAMENT LLP

[Signature]
Authorised Signatory

NEWERA SOLUTIONS PVT LTD

Mahendra Kumar
Authorised Signatory

This **JOINT DEVELOPMENT AGREEMENT** (hereinafter referred to as the "**Agreement**") is made and executed at Mapusa, Goa, on this 11th day of January, 2024.

BY AND BETWEEN


EVERGREEN VILLAMENT LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, with registered No. **ACA-8473**, having PAN Card Bearing No. _____ with its registered office address at H. No.149/5, GF, KILOKRI VILLAGE, Pratap market police station, Sunlight colony, New Delhi, South Delhi 110014, represented through its Authorized Signatory/Representative, **MR. ARUN KUMAR**, Son of Mr. Bhola Prasad Yadav, 45 years of age, Married, Service, Indian National, holder of Pan card bearing no. _____ and holder of Aadhaar Card bearing No. _____

_____, resident of Flat No. S6, 2nd Floor, Mandovi Apts. Near Mahalaxmi Temple Panjim, Panaji, Tiswadi, North Goa, Goa, 403001, duly authorized vide board resolution dated 08.01.2024, hereinafter referred to as the '**OWNER**' (which expression shall, unless repugnant to the context or meaning, mean and include his heirs, successors, legalrepresentatives, administrators and assigns) of the **FIRST PART**.

AND

NEWERA SOLUTIONS PRIVATE LIMITED, a Company registered under the Companies Act, with ROC-Delhi under CIN No. U74899DL1998PTC094973 on 14-07-1998 at Delhi, holding PAN Card No. _____, having its registered office address at 149/5, G/F, Ring Road, Kilokri, South Delhi, New Delhi, 110014, and represented herein through its Authorized Signatory/Representative **MR. MAHENDRA KUMAR**, Son of

EVERGREEN VILLAMENT LLP


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NEWERA SOLUTIONS PVT LTD
Mahendra Kumar
Authorized Signatory ²

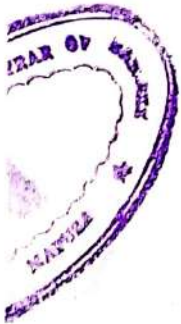


Sh. Rajendra Kumar, 43 years of age, Married, Service, Indian National, holder of Pan Card bearing no. _____ and holder of Aadhaar Card bearing No. _____, Resident of survey no. 330/4, Ground Floor, Anjuna, Bardez, North-Goa-403509 duly authorized vide board resolution dated 08.01.2023, hereinafter referred to as '**DEVELOPER**' (which expression shall, unless repugnant to the context and meaning, mean and include its successors-in-office, executors, nominee/s, legal representatives, administrators, and assigns) of the **SECOND PART**.


The OWNER and DEVELOPER hereinafter shall, wherever the context so requires, collectively referred to as the "Parties" and individually as "Party".

WHEREAS:

a. There exists a property known as "SORANTO" or "GOTTONINCHEM BATTA", admeasuring an area of 8600 sq. mts., surveyed under Survey no. 185/4 of Anjuna Village, along with the house standing thereon bearing house no. 877/1. (which is 877 as per Village Panchayat records) of the Village Panchayat of Anjuna-Caisua, described in the Land Registration office of Bardez under no. 206 at page 140v of Book B old 2nd, bearing old cadastral Survey no.3667 of Anjuna Village, situated at Anjuna, with the Jurisdiction of Village Panchayat of Anjuna-Caisua, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, more clearly described in schedule I hereunder and shall hereafter be referred to as the "**SAID LARGER PROPERTY**", for the sake of brevity.



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Mahendra Kumar

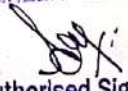
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b. A part of the SAID LARGER PROPERTY, admeasuring an area of 6015 sq. mts., is presently separated and surveyed under Survey no. 185/4-B of Anjuna Village, along with the house bearing house no. 877/1 admeasuring 625 sq. mts (which is 877 as per Village Panchayat records) of the Village Panchayat of Anjuna-Caisua standing thereon, which is now a separate, distinct, independent property, was earlier part of the SAID LARGER PROPERTY, known as "SORANTO" or "GOTTONINCHEM BATTI", surveyed under Survey no. 185/4 of Anjuna Village, described in the Land Registration office of Bardez under no. 206 at page 140v of Book B old 2nd, bearing old cadastral Survey no.3667 of Anjuna Village, situated at Anjuna, with the Jurisdiction of Village Panchayat of Anjuna-Caisua, Taluka and Sub-District of Bardez, District of North Goa, State of Goa and this property is more clearly described in Schedule II hereunder written and shall hereinafter be referred to as the "SAID PROPERTY".

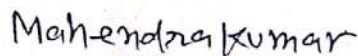
c. The SAID LARGER PROPERTY described under No. 206 at folio 140v of Book B-2/OC was recorded in the Old Cadastral survey under survey no. 3667 of Anjuna Village and corresponded to the new survey no.185/4 of Anjuna Village, admeasuring a total area of 8600 sq. mts.

d. The SAID LARGER PROPERTY was inscribed in favour of Angela Mericia de Abreu, Zita dos Anjos de Abreu, Maria Filomena Azulina de Abreu and Ana Maria Rosa de Abreu, daughters of Manuel Jose de Abreu and Borengaria Fernandes e Abreu under Inscription No. 42449 at folio 181v of Book G 45 and the same was also recorded exclusively in the name of Angela Mericia de Abreu, Zita dos Anjos de Abreu, Maria Filomena Azulina de Abreu and Ana Maria Rosa de Abreu in the old cadastral survey records of old cadastral survey plan no. 3667 of Anjuna Village.

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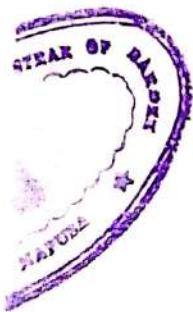

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e. The said Maria Filomena Azolina de Abreu and her sister Angela Mericia de Abreu have vide a Deed of Gift dated 18/09/1946 gifted all their rights in all their properties, including their rights in the SAID LARGER PROPERTY, to their sisters Zita dos Anjos de Abreu and Ana Maria Rosa de Abreu.

f. Thereafter, Zita dos Anjos de Abreu expired in the status of a spinster, and in terms of the inscription recorded under No. 42462 at page 187 of Book G-45, which was the last inscription of the SAID LARGER PROPERTY, it records in favour of Ana Maria Rosa de Abreu, a bequeath made to Ana Maria Rosa de Abreu by her sister Zita Maria dos Anjos de Abreu, a spinster, vide a Deed of Will dated 18/09/1946, in respect to her rights in the SAID LARGER PROPERTY and accordingly the new promulgated survey records of the SAID LARGER PROPERTY came to be recorded in the sole and exclusive name of Ana Maria Rosa Abreu.

g. Vide Deed of Sale dated 15.01.1971, duly registered before the Sub Registrar of Bardez, at Mapusa, under Registration no. 4211 of Book Number-I, Volume no. 47 at Pages 217 to 229, on 01st March 1991, the said Ana Maria Rosa Abreu, in the status of a spinster, and representing herself as the sole owner therein, amongst other property, sold and conveyed the SAID LARGER PROPERTY, bearing description no. 206 at folio 140 of Book 2nd Old along with the residential house standing thereon, to Antonio Cleto Pedro Sequeira, who accordingly had his name mutated in the survey records of the SAID LARGER PROPERTY.

h. Vide a Will dated 06.03.1990, duly drawn in the office of the Notary Ex- Officio of Bardez under Book no. 158, at pages 25 to 28, dated 06/03/1990, Antonio Cleto Siqueira alias Antonio Cleto Pedro Siqueira, had bequeathed the SAID LARGER PROPERTY to



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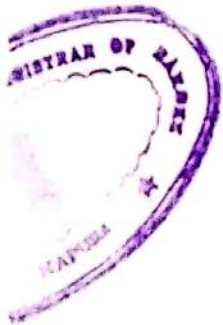

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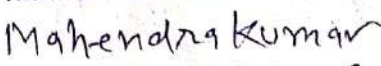
his son, Antonio Alito Sebastiao Siqueira, one of his four children and vide Will dated 06.03.1990, duly drawn in the office of the Notary Ex-Officio of Bardez under Book no. 158, at pages 28 to 30v, dated 06.03.1990, Maria Diana Sa e Siqueira alias Maria Diana Siqueira, wife of Antonio Cleto Pedro Sequeira, bequeathed the SAID LARGER PROPERTY to her son, Antonio Alito Sebastiao Siqueira, one of her four children.

i. After the death of Maria Diana Sa e Siqueira alias Maria Diana Siqueira, a Special Civil Suit bearing no. 32/2006/B, of the Court of the Civil Judge Senior Division, Mapusa, was instituted by Antonio Ralino Pio de Sequeira and his wife Mrs. Christina Mascarenhas Sequeira, as plaintiffs therein against Mr. Antonio Cleto Pedro Sequeira, Mrs. Maria Fatima Siqueira e De Souza and her husband Mr. Kenneth Martin De Souza, Mr. Antonio Alito Sebastiao Sequeira and his wife Mrs. Suman Khanolkar, Mrs. Maria Celia Siqueira e Rebeiro and her husband Mr. Savio Rebeiro, as defendants therein, for declaration and partition of the properties of the estate of late Maria Diana Sa e Siqueira alias Maria Diana Siqueira, widow of Antonio Cleto Siqueira and mother of Antonio Ralino Pio de Sequeira, Mrs. Maria Fatima Siqueira e De Souza, Antonio Alito Sebastiao Sequeira and Mrs. Maria Celia Siqueira e Rebeiro, which included the SAID LARGER PROPERTY, bearing Survey no. 185/4 of the Village Anjuna, Bardez, Goa, admeasuring 8600 sq. mts, alongwith the house bearing no. 877/1 (which is 877 as per Village Panchayat records) standing thereon, which Special Civil Suit bearing no. 32/2006/B, of the Court of the Civil Judge Senior Division, Mapusa, was settled by the said Parties amicably and mutually and was decreed vide Compromise Decree dated 13.04.2006, wherein the said Antonio Ralino Pio de Sequeira and his wife Mrs. Christina Mascarenhas Sequeira were allotted the exclusive rights and ownership of the SAID LARGER PROPERTY bearing Survey no. 185/4 of Village Anjuna alongwith the residential house bearing House no. 877/1 (which is 877 as per




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Village Panchayat records) of Anjuna Village, which settlement/Compromise/Consent Decree, was in the nature of a family settlement.


j. Thereafter, the said Mrs. Christina Mascarenhas Sequeira, expired on 05/09/2010 and upon her death an Inventory Proceeding bearing no. 133/2013/A, was instituted in the Court of the Civil Judge Senior Division, at Mapusa, by her husband/widower, Mr. Antonio Ralino Pio Siqueira, wherein it was held that the said Mrs. Christina Mascarenhas Sequeira, expired leaving behind her husband and moiety holder, Mr. Antonio Ralino Pio Siqueira and her daughter Miss. Izel Siqueira as her sole and universal heir, in which Inventory Proceeding bearing no. 133/2013/A, the SAID LARGER PROPERTY bearing Survey no. 185/4 of Anjuna Village alongwith the house bearing no. 877/1 (which is 877 as per Village Panchayat records) of Village Panchayat Anjuna was listed as Item no. I and the "SAID LARGER PROPERTY" was allotted, equally, to Mr. Antonio Ralino Pio Siqueira and her/his daughter Miss. Izel Siqueira, the owners herein.



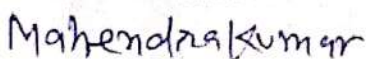
k. Thereafter, Mr. Antonio Ralino Prio Siqueira and Mrs. Izbel Siqueira, got the SAID PROPERTY, admeasuring 6015 sq. mts., partitioned from the said larger property bearing survey no. 185/4 of Anjuna Village, vide Judgment and Order dated 26/10/2020 passed by the Deputy Collector and SDO, Mapusa-Goa, in Partition Case bearing no. 15/49/2017/PART/LAND, of the Court of the Deputy Collector and SDO, Mapusa-Goa, wherein the SAID PROPERTY has been separated from the SAID LARGER PROPERTY and the SAID PROPERTY was issued a new survey no. 185/4B of Anjuna Village, for an area admeasuring 6015 sq. mts..

l. The Antonio Ralino Pio Siqueira and Izel Siqueira, got their names exclusively recorded in the Survey Record of Rights i.e. the Form I & XIV of the Survey No.185/4B of Anjuna Village i.e. the said

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property, as its sole occupants and there are no other entries of whatsoever nature in the said survey records (Form I & XIV) of the said property bearing survey no. 185/4B of Anjuna Village.

m. The Antonio Ralino Pio Siqueira and Izel Siqueira, sold the Said Property to the Present OWNER (M/s EVERGREEN VILLAMENT LLP) vide deed of sale dated 16.06.2023 duly registered before the Sub Registrar of Bardez under Registration no. 2023-BRZ-3651 dated 21.07.2023 for Total consideration of Rs 6,01,50,000/- (Rupees Six Crores One Lakh Fifty Thousand Only) @ Rs. 10,000/- (Rupees Ten Thousand Only) per Sq. Mtr.


n. The OWNER have represented to the DEVELOPER, that the OWNER are the sole, absolute and exclusive OWNER of the SAID PROPERTY and that the OWNER are in absolute and exclusive possession of the SAID PROPERTY.

AND WHEREAS the OWNER have declared to the DEVELOPER as under:

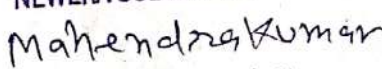
- a) That the OWNER are the sole, absolute and exclusive OWNER of the SAID PROPERTY and the OWNER are in exclusive possession of the SAID PROPERTY.
- b) That the OWNER title to the "SAID PROPERTY" is clean, clear and marketable, unencumbered and subsisting.
- c) That no notice(s) and amendments from the Central or State Government or any other local body or authority under any Municipal Corporation Act, Village Panchayat Act or any other acts or any schemes and the Legislative enactments, Government ordinances, orders or notifications including Notice/ Proceeding for Acquisition Requisition or other recovery proceedings under the Income Tax Act, RBI, Public Demands Recovery Act or any DRT or any other Acts or statute, law or Regulations including securitization under SEBI Acts and other laws such as the Consumer Protection Act, either before the District forum or the



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Commission - State or National has been received by or levied up on the OWNER herein in respect of the "SAID PROPERTY" or any part thereof.

d) The OWNER herein do hereby agree and declare to indemnify and keep indemnified the DEVELOPER against any defect in the title, omission and mischief of any person wrongly claiming any right or beneficial interest in the "SAID PROPERTY".

AND WHEREAS the DEVELOPER has declared as under:

a) That the developer has represented that it is engaged in the business of development of residential houses, flats, buildings, and townships, etc.

b) The DEVELOPER has prima facia satisfied themselves upon inspection and scrutinization of the title deeds provided by the OWNER, that the SAID PROPERTY belongs to the OWNER.

c) The DEVELOPER has proposed and expressed a desire to proceed with the development of the SAID PROPERTY along with the OWNERS, by constructing and selling there on along with the corresponding proportionate undivided rights in the SAID PROPERTY absolutely free from all encumbrances, lien, charges, etc. of any nature whatsoever.


Both the parties herein have agreed to develop the SAID PROPERTY in terms of the agreement hereunder.

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

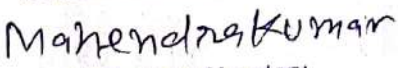
1. Covenants of the OWNER:

a) The OWNER hereby agrees to contribute and make available, the Schedule II, free from all encumbrances and place the same at the complete disposal of the DEVELOPER for the purpose

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of the Project under the terms of this agreement.


b) The Owner agrees to transfer the development rights of the SAID PROPERTY to the DEVELOPER without any interference from the OWNER and handover the full, complete, total, peaceful and irrevocable possession of the SAID PROPERTY to the DEVELOPER

c) In order to facilitate the execution of the Project, the OWNER shall, simultaneously with the execution of this Agreement, execute a revocable Special Power of Attorney (hereinafter referred to as "SPA") in favour of the DEVELOPER.

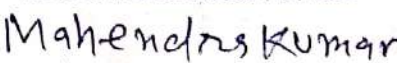
d) The OWNER agreed that the DEVELOPER is entitled to prepare and to carry out such constructions, additions, alterations, deletions and modifications in the layout, building plan, review the plan, floor plan, stilt car parking plan, access to the SAID PROPERTY by regulating the entry / exit, as may be considered necessary or as directed by any competent authority while sanctioning the building plan or any plans of the residential premises in the scheme of development of the DEVELOPER or at any time thereafter till the execution of the transfer deed which may result in reduction of open space or area, and other value additions, change of use of the built up space.

e) The OWNER authorizes by way of the SPA, and permits the DEVELOPER directly and/or indirectly, through its associates, assignees, nominees, agents, development managers, architects, consultants, representatives or contractors, to enter the SAID PROPERTY to perform all such acts and activities as may be necessary and required for the purpose of obtaining the Licenses, Building Plan Approval, Layout Approvals, GST and any other approvals for the SAID PROPERTY in relation thereto at the cost of the DEVELOPER.

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f) The OWNER agree and undertake to be bound to co-operate and to sign, as and when required all the papers, deeds and documents and do all the things and matters as the DEVELOPER may require from them from time to time in this behalf for safeguarding, *inter alia*, the interest of the DEVELOPERS and the OWNERS and the prospective Buyers and for the sales of the developed/constructed premises with the said property or any of its part to the prospective Buyers.

g) The OWNER agree and undertake that they shall not interfere with the SAID PROPERTY or the construction of the DEVELOPER, upon execution of this agreement.

h) The OWNER agree and undertake to sign and execute all and any deeds and or documents that may be required to be signed and executed from time to time as and when called upon by the DEVELOPER, within 7 days of receipt of such intimation/notice from the DEVELOPER.



2. Covenants of the DEVELOPER:

a) The DEVELOPER agrees to construct on the SAID PROPERTY as its own cost, as per its design and scheme of development of the SAID PROPERTY, in its exclusive discretion, without any interferences from any of the Parties hereto.

b) The DEVELOPER shall pay and discharge all the costs, charges and expenses in relation to the construction and development work including payment of salaries and wages to the personnel and workmen employed, bills of the suppliers of building materials, taxes in respect of the SAID PROPERTY and the

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construction to be carried on the SAID PROPERTY and/or to fix and to pay the fees, charges, expenses of the Architects, R.C.C. specialists, agencies, Advocates, Consultant and other professionals, whose services are retained in regard to the development of the SAID PROPERTY.


c) The DEVELOPER shall be solely responsible for the completion of the construction on the SAID PROPERTY and to give timely possession of the constructed premises to the third parties, without any liability to the OWNER, as per RERA Regulations.

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 Deed of Sale, for the transfer and conveyances of the SAID PROPERTY, to the DEVELOPER and/or the OWNERS and /or the Nominee/s of the DEVELOPERS and/or to the OWNERS and/or other connected matters shall be borne by the DEVELOPERS and/or other Buyers of in proportion and to the extent of the super built up area bought/sold by them, respectively.

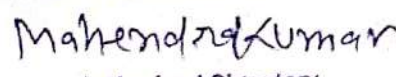
d) The DEVELOPER agrees, covenant and undertake to bear all the cost for the development of the said project on the said property without any liability to the OWNER.

e) It is further agreed by the DEVELOPER that no sales can be made by the DEVELOPER before obtaining necessary registration under Goa RERA, and the DEVELOPER shall commence the construction of the SAID PROJECT strictly in accordance with the terms and approvals granted by the concerned authorities.

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3. **Covenants of the OWNER and the DEVELOPER together:**

The OWNERR shall receive Rs. 10,00,00,000/- (Rupees Ten Crore Fifty Lakh) as a consideration and Relinquishment of their Right in the Said Property as mutually agreed between the parties.


a) It is agreed by and between the parties hereto that the name of the said project shall be "**MIRANTE**" or any other name as may be decided by the DEVELOPER to take the benefit of their goodwill in the market and the DEVELOPER shall be solely entitled and responsible for the naming and branding and sale of the developed (built-up areas) on the said property.

b) The DEVELOPER is hereby authorized to sign, execute and enter into all agreements for sale, for the sale of the developed / constructed area on the SAID PROPERTY, with third parties, on such terms and conditions as deemed fit and proper by the DEVELOPER, without the necessity or intervention of the OWNER and the OWNER do hereby give their express authorization and consent to the DEVELOPER to sign, execute and register all Agreements for Sale of the developed built-up areas on the said property with third parties/ Prospective Buyers on its own without making the OWNER as parties thereto and the OWNER agree and undertake to abide and comply with the terms and conditions mentioned therein.

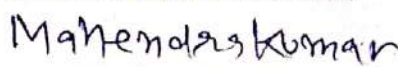
c) That all charges and expenses before construction of the SAID PROJECT, shall be born the DEVELOPER.

d) The Developer shall be entitled to sell/transfer/convey all the constructed/ built up area on the said property alongwith the proportionate undivided rights, interest and the OWNER shall execute the said Sale/Conveyance Deed as parties thereto as and

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when called upon by the DEVELOPER.

e) The parties hereto agree that the term revenue referred to in this agreement shall mean the total **Sale Consideration (exclusive of taxes and statutory charges)** received from the sale of the development along with the said property.

f) The parties hereto agree that the payments and all financial transactions of the revenue from the development of the said property shall be dealt within terms of the rules applicable under RERA.

g) The DEVELOPER shall bear all charges and expenses towards construction of the SAID PROJECT, development fees, infrastructure tax and such other necessary charges and expenses required to be borne for the construction of the SAID PROJECT. However, it is clarified that GST on the construction of SAID PROJECT and for sale/ transfer of the SAID PROJECT to customers, if applicable, will not be the responsibility of the DEVELOPER. In the event any GST is made applicable on the transaction between the OWNER and DEVELOPER, the same shall be borne by the respective party to whom it is liable under the law.

h). It is hereby categorically agreed by the parties hereto, that on completion of the construction of the SAID PROJECT, the same shall be managed and maintained by the DEVELOPER, exclusively and the DEVELOPER shall be entitled to charge the allottee, grantee, buyer, transferee to be constructed on the SAID PROPERTY, maintenance fee and may be deemed fit by the DEVELOPER.



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Mahendran Kumar
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i) All the parties hereto agree and undertake to appear for the registration of this agreement and all other relevant deeds and documents before the Sub- Registrar of Mapusa, Bardez, Goa, when called for by the DEVELOPER.

j) It is specifically agreed by and between the parties hereto that the present agreement for the SAID PROJECT is for development in terms of these presents and shall not be construed or deemed to be construed to be a Joint Venture between the parties hereto.

4. Terms and conditions of the PROJECT to be developed on the SAID PROPERTY.


a) It is agreed by and between the parties hereto that the name of the said project shall be "MIRANTE" or any other name as may be decided by the DEVELOPER to take the benefit of their goodwill in the market and the DEVELOPER shall be solely entitled and responsible for the naming and branding and sales of the developed (built-up areas) on the said property.

b) The parties hereto agree that this Agreement of Development and the land proposed to be developed is valued at **Rs. 10,00,00,000/- (Rupees Ten Crores Only)** which is the true and correct market value of the said property and appropriate stamp duty and registration fee is paid accordingly.

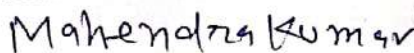
c) The parties hereto declare and agree that the DEVELOPER shall complete the development of the said property within a period of 3 years from the date of obtaining Construction License from the Village Panchayat of Anjuna and all other licenses/permissions required for the same. The parties further agree that the DEVELOPER shall be entitled to an extension of 12 months for completion of the said development in the event it is not



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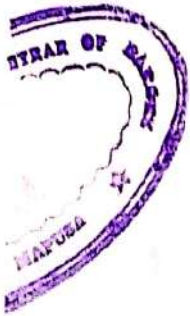
able to complete the development of the said property within the period mentioned above.

d) It is hereby agreed by the parties hereto that all the occupiers, allottee, transferee referred to in this agreement, shall be liable and required to pay to the DEVELOPER, a monthly fees, as may be fixed and revised by the DEVELOPER from time to time, as per the requirement of the situation, without any disagreement or protest.


e) The necessary stamp duty and registration fee on this agreement shall be paid the Developer.

5. Permissions and Approvals

Any development/betterment charges or deposits, by whatever name called, if demanded by the Village Panchayat or any other competent authority before or after the issuing of the Occupancy Certificate and/or Building completion certificate shall be payable by all the DEVELOPER, It is agreed by and between the parties that it shall be the responsibility of the DEVELOPER to obtain and apply for and obtain necessary registration under RERA and G.S.T for the SAID PROJECT (development of the SAID PROPERTY) including any permissions, revisions and licenses/no objection certificates required for the SAID PROJECT (development of the said property) under the relevant laws, acts, rules and regulations from the Village Panchayat, Planning and Development Authority, Health/Fire/Forest Department, and/or any other statutory body and/or authority. The Expenses incurred for the same will be paid by the DEVELOPER.



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6. Representations And Warranties

a) Both Parties acknowledged that the Parties have decided to enter into this Agreement and undertake the transactions contemplated herein on the basis that the Warranties are true and accurate.

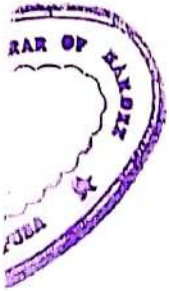
b) Each of the Warranties shall be construed as a separate Warranty and (save as expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Warranty.

c) Where any statement in this Agreement is qualified by a Party's knowledge, information and/or belief, or any similar expression, that statement shall, unless the contrary interpretation appears, be deemed to include an additional statement that is has been made after appropriate enquiry and where any statement is qualified by the expression "material" on or with respect to the OWNER, it means the event, change or effect referred to in such statement is material or material adverse, in the opinion of the Party or person making such statement, as the case may be, to the assets and/or liabilities of the OWNER.


d) The information provided by the DEVELOPER to the OWNER, its representatives and professional advisors during the preparation and negotiation of the Agreement was provided in good faith and is true and accurate.

e) The OWNER has the full power and authority to execute this Agreement.

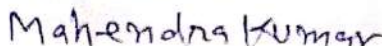
f) The OWNER is in possession of the whole SAID PROPERTY with uninhibited rights of alienation over the same. The owner is



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absolutely seized and possessed of and are otherwise well and sufficiently entitled to the SAID PROPERTY.

g) The Owner is in possession and occupation of and has the exclusive right over the SAID PROPERTY and there are no agreements, arrangements, leases, sub-leases, tenancies, licenses or other rights of occupation in favour of any person in respect of the SAID PROPERTY.

h) There are no easements, quasi-easements, restrictive covenants, rights or watercourses or other rights or servitudes affecting the SAID PROPERTY.

i) The OWNER has not agreed to sell the "SAID PROPERTY" or any part thereof to any other person/s or third parties.


j) That there is/are no litigation (on-going or otherwise) or any legal proceedings pending before any Court, Tribunal, Forum, Commissioner, Administrative Authority in respect of the "SAID PROPERTY".

k) That the OWNER further declare that they have not encumbered the "SAID PROPERTY" in any manner whatsoever and there are no legal impediments pending to affect the sale of the "SAID PROPERTY".

l) The Owner undertakes to notify the others in writing promptly, if it becomes aware of any fact, matter or circumstance, which would cause any of the warranties given by it, to become untrue, inaccurate or misleading in any material respect.

m) The Developer is a company registered under Companies Act, 2013 duly constituted and validly existing under the laws of India.

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n) The Developer has the requisite power and authority and the financial capacity to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Developer, and the performance by the Developer of its obligations hereunder have been duly authorized by all necessary corporate action on the part of the Developer.

o) The execution and delivery of this Agreement by the Developer does not, and the performance by the Developer of its obligations hereunder, the consummation by the Developer of the transaction contemplated hereby will not, (i) conflict with or violate the charter documents of the Developer, or (ii) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to the Developer or by which the Developer or its assets and properties are bound or affected.


p) The DEVELOPER has the requisite financial, technical and infrastructural capabilities to construct, develop, sell and market the Project.



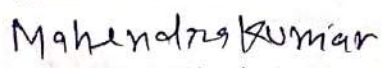
7. Indemnification

a) It is hereby agreed by and between the parties that the DEVELOPER shall hereby indemnify, defend and hold the OWNER and its directors, employees, officers, agents, (the "**DEVELOPER Indemnified Parties**") harmless against any incidents that may arise in the SAID PROJECT on the SAID PROPERTY as well as any claims that may be raised by prospective buyer/s in respect of any delay in handing over possession of the to the prospective Buyers/s as also as regards the quality of construction executed by the DEVELOPER.

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b) It is hereby agreed by and between the parties that the OWNER shall hereby indemnify, defend and hold the DEVELOPER and its directors, employees, officers, agents, (the "OWNER Indemnified Parties") harmless promptly upon demand, from and against any and all losses incurred and/or suffered by such OWNER Indemnified Party / Parties arising out of or in connection with any deficiency in the title to the SAID PROPERTY.

8. The OWNNER shall receive abovementioned amount over and above the amount spent by owner for procuring the above land as a consideration and Relinquishment of their Right in the Said Property as mutually agreed between the parties.

9. Events of Default and Consequences

9.1 Event of Default

a) Any material breach of any warranties of the Warranties contained in in this Agreement by either of the Parties and/or


b) the institution of any bankruptcy, Insolvency, winding-up and/or liquidation or dissolution proceedings against any of the Parties and any such proceedings is not dismissed, discharged, stayed or restrained, in each case within 90 (ninety) days thereafter.

c) any material breach of any of the DEVELOPER's obligation under the Agreement or

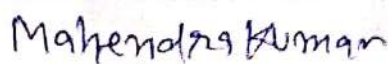
d) failure to apply for the Approvals, including Licenses, layout and Building Plan Approvals within time limits.

e) failure to make any tranche of the SAID PROPERTY Payment in accordance with the terms of this Agreement.

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9.2. Consequences

- a) Upon default on the part of the OWNER, the DEVELOPER shall have the right, but not an obligation, to terminate this Agreement in case the same is not remedied in 60 (Sixty) days; or
- b) Upon default on the part of the DEVELOPER, the OWNER shall have the right, but not an obligation, to terminate this Agreement and forfeit the entire amount received by it from the DEVELOPER till the date of occurrence of such Event of Default under this Agreement.

10. Term and Termination

- a) This agreement shall become effective on and from the Execution Date and shall continue to remain valid and subsisting until fulfilment of all obligations of the Parties hereto unless terminated in accordance with Clause 11(b).
- b) This Agreement may be terminated (i) based on mutual agreement of the parties; (ii) at the option of the DEVELOPER as per clause 10.2(a), upon occurrence of the Event of Default (iii) at the option of the OWNER as per clause 10.2(b), upon occurrence of the Event of Default.

11. Entire Agreement

This Agreement, together with the Schedules and the documents referred to in it, contain the whole agreement and understanding between the Parties with regard to the matters dealt with in this Agreement and overrides and supersedes all prior discussions,

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Mahendra Kumar

Authorised Signatory



correspondences, agreement, understanding, arrangement or promises, whether written or oral, relating to the subject matter of this Agreement. The Parties expressly acknowledge that, in relation to the subject matter of this Agreement, each of them assumes no obligations of any kind whatsoever other than as expressly set forth in this Agreement.

12. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

13. Assignment

No right or obligation under this Agreement may be assigned or transferred by the DEVELOPER to any person without prior written consent of the OWNER.

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Mahendras Kumar
Authorized Signatory



14. Dispute Resolution and Arbitration

That in the event of any question or dispute arising under in connection with incidental to and/or interpretation or scope of these presents or relating hereto, the same shall be referred to a sole arbitrator, whose decision shall be final and binding upon the parties. The provisions of the Arbitration and Conciliation Act, 1996 and the statutory modifications, amendments and/or re-enactment thereof from time to time shall apply to such arbitration. The parties shall bear and pay their own costs, charges and expenses of the proceedings for the Arbitrators. The seat and venue of Arbitration shall be at Goa. The cost of the Arbitration shall be borne by the Disputing Parties in such manner as the arbitrators shall direct in their arbitral award.


15. Counter Part

This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

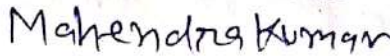
16. Governing Law and Jurisdiction:

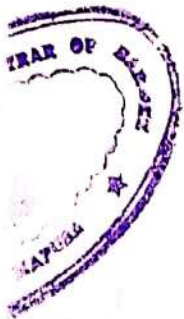
This Agreement shall be governed by and construed in accordance with the laws of Goa, India. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Goa, India.

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17. Force Majeure

a) Time is of the essence of these presents. The DEVELOPER shall not be liable for delay in the development of the SAID PROJECT due to any Act of God, Force Majeure which includes any Pandemic/Epidemic, non-availability of construction material or due to any notice/order/Rule of any Authority/ Court or any instance beyond the control of the DEVELOPER and the DEVELOPER shall be entitled to such reasonable extensions of time as may be necessary to complete the construction of the SAID PROJECT in such exigencies.


18. Notices

a) The OWNER and the DEVELOPER's address for communication under this Agreement, shall be as mentioned hereinabove. The OWNER and DEVELOPERS shall, from time to time notify any change in their address to the OTHERS. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the changed address by Registered Address or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served on completion of 7 working days from the date of its posting/dispatch.

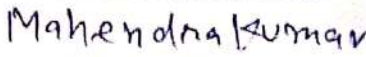
19. Amendments

The Parties may, by an Instrument which is in writing and signed by a duly authorized representative of each of the Parties hereto, change, amend or waive any of the terms or conditions of this Agreement or any of the documents to be executed pursuant to this Agreement, and such instrument shall override and supersede all prior discussions, correspondences, agreement, understanding, arrangement or promises, whether written or oral, relating to the subject matter of this Agreement.

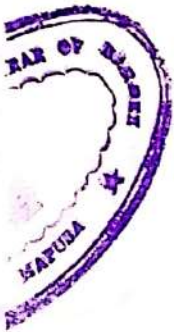
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The fair present market value of the Said Property is Rs. 10,00,00,000/- (Rupees Ten Crores Only) and as Such Stamp Duty of Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only) is affixed here to which is borne by the Developer.

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Mahendra Kumar
Authorised Signatory



SCHEDULE - I
[SAID LARGER PROPERTY]

ALL THAT LARGER PROPERTY known as "SORANTO" or "GOTTONINCHEM BATTA", admeasuring an area of 8600 sq. mts., surveyed under Survey no. 185/4 of Anjuna Village in the new survey records with a house standing thereon bearing house no. 877/1 (which is 877 as per Village Panchayat records) of the Village Panchayat of Anjuna-Caisua, described in the Land Registration office of Bardez under no. 206 at page 140v of Book B old 2nd, surveyed in the old cadastral survey under cadastral Survey no.3667 of Anjuna Village, situated at Anjuna, with the Jurisdiction of Village Panchayat of Anjuna-Caisua, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property bearing Survey no. 185/4 is bounded as follows:

North: By main PWD Road.

South: By Survey no. 186/1

East: By Survey no. 185/5 of Village Anjuna.

West: By Village Road.



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SCHEDULE - II
(SAID PROPERTY)

ALL THAT PROPERTY known as "SORANTO" of "GOTTONINCHEM BATTA", admeasuring an area of 6015 sq. mts., presently surveyed under Survey no. 185/4-B of Anjuna Village, with the house bearing house no. 877/1 admeasuring 625 sq.mts. (which is 877 as per Village Panchayat records) of the Village Panchayat of Anjuna-Caisua standing thereon, now a separate, independent property, which was earlier part of the larger property known as "SORANTO" or "GOTTONINCHEM BATTA", surveyed as a whole under Survey no. 185/4 of Anjuna Village, described in the Land Registration office of Bardez under no. 206 at page 140v of Book B old 2nd, bearing old cadastral Survey no. 3667 of Anjuna Village, situated at Anjuna, with the Jurisdiction of Village Panchayat of Anjuna-Caisua, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property bearing Survey no. 185/4B is bounded as follows, North-Goa District, Goa, and the said property is presently bounded as under:

North: By the main Public PWD Road.


South: By Survey no. 186/28 to 186/35 & 187/11.

East: By Survey no. 185/5 of Village Anjuna.

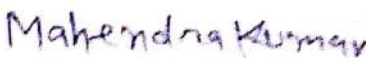
West: By Village Road and property bearing Survey No. 185/4,



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Authorized Signatory


IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

SIGNED & DELIVERED BY THE WITHIN NAMED OWNER EVERGREEN VILLAMENT LLP

Through Authorised Signatory/Representative

Mr. ARUN KUMAR

EVERGREEN VILLAMENT LLP


Authorised Signatory




L.H.F. Prints

R.H.F. Prints



EVERGREEN VILLAMENT LLP


Authorised Signatory

NEWERA SOLUTIONS PVT LTD

Mahendras Kumar
Authorised Signatory²⁸

SIGNED & DELIVERED BY THE WITHIN NAMED
DEVELOPER NEWERA SOLUTIONS PRIVATE
LIMITED Through

Authorised Signatory/Representative

Mr. MAHENDRA KUMAR



NEWERA SOLUTIONS PVT LTD
Mahendra Kumar
Authorised Signatory

L.H.F. Prints

R.H.F. Prints



EVERGREEN VILLAMENT LLP

Authorised Signatory

NEWERA SOLUTIONS PVT LTD

Mahendra Kumar
Authorised Signatory

IN THE PRESENCE OF

1. Name:- Adv. Ayushi Ramesh Mandrekar,

Address:- H. No. 480/D, Danva, Tivim,

Bardez, Goa, Mobile No:- 9764162790.

Signature:-



2. Name:- Name:- Adv. Wenzil Savio Rebello

Address:- H.No. 18, Lotlekar Bar, Colcondem, Verna


North Goa, Goa 403510.

Mobile No:- 9625164063

Signature:-

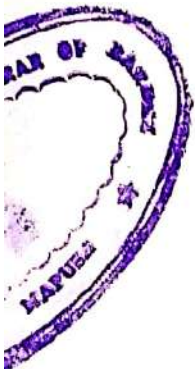


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Maheendra Kumar
Authorised Signatory





Government of Goa
 Directorate of Settlement and Land records
 Survey Plan
 Bardez Taluka, Anjuna Village
 Survey No.: 185, Subdivision No.: 4-B

Scale 1:2000

Reference No.: REV192334209



305

 12/1/24



EVERGREEN VILLAMENT LLP

[Signature]
 Authorized Signatory

NEWERA SOLUTIONS PVT LTD

Mahendrabai Bhumar
 Authorized Signatory

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NOTE: PLAN TO BE PRINTED ON A4 SIZE

**FORM I & XIV**

नमुना नं १ व १४

100018427555

Date : 10/01/2024

Page 1 of 2

Taluka	BARDEZ	Survey No.	185
तालुका		सर्वे नंबर	
Village	Anjuna	Sub Div. No.	4-B
गांव		हिस्सा नंबर	
Name of the Field	Soranto	Tenure	
शेताचे नांव		सत्ता प्रकार	

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Kor कोर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.05.65	0000.48.25	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.53.90

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जामीन	Grand Total एकूण	Remarks शेरा
0000.06.25	0000.00.00	0000.06.25	0000.60.15	Dy. Coll. Order No. 15/249/2017/Part/Land dtd. 18/04/2022 and Letter No. 9/ISLR/MAP/PART/LAND/340/2020/805 dated 04/05/2022, issued by Inspector of Surveys and Land Records, City Survey, Mapusa Goa Rs. 0.00

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	04/05/2022, issued by Inspector of Surveys and Land Records, City Survey, Mapusa Goa	Rs. 0.00
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S.No.	Name of the Occupant जिजेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
	M/s EVERGREEN VILLAMENT LLP		90400	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
	-----Nil-----			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार		
-----Nil-----		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated	Unirrigated	Land not Available for cultivation		Source of irrigation सिंचनाचा प्राति	Remarks शेरा
					बागायत	जिरायत	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.		
	-----Nil-----									

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.

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NEWERA SOLUTIONS PVT LTD

Mahendrakumar
Authorised Signatory



FORM I & XIV

नमुना नं १ व १४

100018427555

Date : 10/01/2024

Page 2 of 2

Taluka BARDEZ
तालुका
Village Anjuna
गांव
Name of the Field Soranto
शेताचें नांव

Survey No. 185
सर्वे नंबर
Sub Div. No. 4-B
हिस्सा नंबर
Tenure
सत्ता प्रकार



The record is computer generated on 10/01/2024 at 3:53:15PM as per Online Reference Number - 100018427555. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>

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12/1/24



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Mahendra Kumar
Authorised Signatory





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 12-Jan-2024 04:12:28 pm

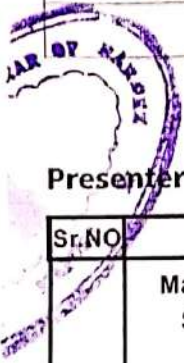
Document Serial Number :- 2024-BRZ-305

Presented at 04:08:44 pm on 12-Jan-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	2900000
2	Registration Fee	3000000
3	Talkal appointment fee	10000
4	Processing Fee	4080
Total		5914080

Stamp Duty Required :2900000/-

Stamp Duty Paid : 2900000/-



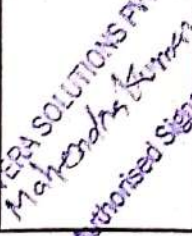


Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Mahendra Kumar Authorised Representative Of NEWERA SOLUTIONS PRIVATE LIMITED ,Father Name:Rajendra Kumar, Age: 43, Marital Status: ,Gender:Male,Occupation: Service, Address1 - survey no. 330/4, Ground Floor, Anjuna, Bardez, North-Goa-403509, Address2 - , PAN No.:			 NEWERA SOLUTIONS PVT LTD Authorised Signatory







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Arun Kumar Authorised Representative Of EVERGREEN VILLAMENT LLP , Father Name:Bhola Prasad Yadav, Age: 45, Marital Status: ,Gender:Male,Occupation: Service, lat No. S6, 2nd Floor, Mandovi Apts. Near Mahalaxmi Temple Panjim, Panaji, Tiswadi, North Goa, Goa, 403001, PAN No.:			 EVERGREEN VILLAMENT LLP Authorised Signatory

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Mahendra Kumar Authorised Representative Of NEWERA SOLUTIONS PRIVATE LIMITED , Father Name:Rajendra Kumar, Age: 43, Marital Status: ,Gender:Male,Occupation: Service, survey no. 330/4, Ground Floor, Anjuna, Bardez, North-Goa- 403509, PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Ayushi Ramesh Mandrekar, Age: 28, DOB: , Mobile: 9764162790 , Email: , Occupation: Advocate , Marital status : Unmarried , Address: 403502, H.No. 480/D Danva Tivim Bardez Goa, H.No. 480/D Danva Tivim Bardez Goa, Tivim, Bardez, NorthGoa, Goa			
2	Name: Wenzil Savio Rebello, Age: 34, DOB: , Mobile: 9625164063 , Email: , Occupation: Advocate , Marital status : Married , Address: 403510, H.No. 18 Lotlekar Bar Colcondem Verla North Goa Goa 403510, H.No. 18 Lotlekar Bar Colcondem Verla North Goa Goa 403510, Verla, Bardez, NorthGoa, Goa			


 Sub Registrar
 SUB-REGISTRAR
 BARDEZ

Document Serial Number :- 2024-BRZ-305



Document Serial No:-2024-BRZ-305

Book :- 1 Document
Registration Number :- **BRZ-1-257-2024**
Date : 12-Jan-2024



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

SUB-REGISTRAR
BARDEZ

