

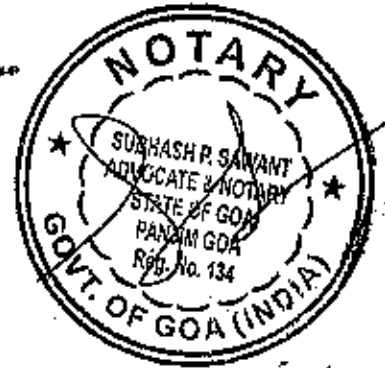
गोवा GOA

Serial No. 14 Place of Vendor, Panaji Date 6/2/19
Value of Stamp Paper 1000
Name of Purchaser C. J. Pereira
Residence _____ Name of Firm _____
Purpose _____ Transaction _____

237837

Sign of Stamp Vendor
Mangala K. Karaparkar
License No. ACISTP/VEN/747140

Sign of Purchaser



AGREEMENT FOR JOINT DEVELOPMENT

Subhash R. Savant
Advocate & Notary
State of Goa
Panjim Goa, 403 001
Reg No. 134

THIS AGREEMENT FOR JOINT DEVELOPMENT is executed on this
12th day of February of the Year Two Thousand Nineteen (/02/2019), at
Panaji, Goa;

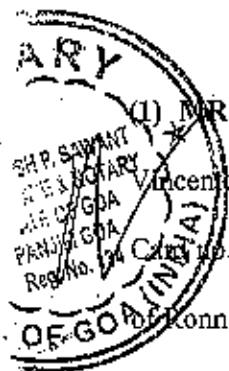
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BETWEEN



(1) MR. ANTONIO OSCAR ARMANDO DE LIMA PEREIRA, son of late Antonio Vincente De Lima Pereira, 45 years of age, married, Business, Indian National, holding Pan Card No. AMHPP5650J, and his wife (2) MRS. ELAINE DE LIMA PEREIRA, daughter of Konnie Aguiar, 45 years of age, married, Housewife, Indian National, having Pan Card No. AMHPP5657R, both residing at Plot No. 47, Sagar Society, Dona Paula, Tiswadi Goa 403004 and (3) AIRES ORNELAS DE LIMA PEREIRA alias AYRES PEREIRA DILIMA, son of Shri. Armando De Lima Pereira, 71 years of age, married, Engineer, Indian National, having Pan Card No. ADNPP7304C, and his wife (4) DINAH FATIMA SILVEIRA E LIMA PEREIRA, wife of Shri. Aires Ornelas De Lima Pereira, 68 years of age, married, Housewife, Indian National, having Pan Card No. AMBPP7791E, both residents of H.No.1/F, Ximbhat, Curtorim, South-Goa, 403709, hereinafter referred to as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, successors, executors, administrators, nominees, legal representatives and assigns) of the FIRST PART.

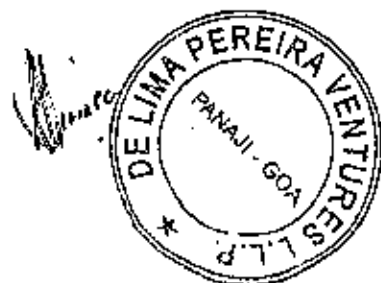
AND

DE LIMA PEREIRA VENTURES LLP, a Limited Liability Partnership incorporated under the LLP Act 2008 having its registered office at 611, 6th floor, Gera Imperium I, EDC Complex, Patto Plaza, Panaji Goa 403001, represented by its Designated Partner MR. ANTONIO OSCAR ARMANDO DE LIMA PEREIRA, son of late Antonio Vincente De Lima Pereira, 45 years of age, married, Business, Indian National, holding Pan Card no. AMHPP5650J, residing at Plot No. 47, Sagar Society, Dona Paula, Tiswadi Goa 403004, authorised vide Resolution dated 05/02/2019, hereinafter referred to as the "DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof shall include its successors, executors, administrators, nominees, legal representatives and assigns) of the SECOND PART.

[Signature]
AC


[Signature]

[Signature]



WHEREAS:

1. The OWNERS have represented to the DEVELOPER as follows:

- 
- I.** THAT there exists a property known as "MODLO WADO" or "INTREA CUNGEACHEM" or "CUNGEVALEM BATA" or "DONDEVALEM BATA" surveyed in the records of rights of Village Marna under survey no. 49/10, totally admeasuring 2050 sq.mtrs., along with the Residential house bearing H. No. 146/6 existing therein, situated at Marna within the limits of Village Panchayat of Marna (Siolim), Taluka and Registration Sub District of Bardez, District of North Goa, State of Goa, described in Land Registration Office of Bardez under No. 8834 at folio 92 of Book B-23 (New) and is not enrolled in Taluka Revenue Office, which shall herein after be referred to as the "said property". The "said property" is better described in **Schedule I** herein.
- II.** That the said property was owned and possessed by Shri. Peter D'souza alias Peter Cosma D'souza and his wife Smt. Natalina D'souza alias Natalina Peter D'souza and One Shri. Caitano John D'souza.
- III.** That by an Agreement for Sale dated 03/02/2011, duly registered before Notary D. S. Petkar and registered in his books under Reg. No. 2130/2011 dated 05/02/2011, said Shri. Peter D'souza alias Peter Cosma D'souza and his wife Smt. Natalina D'souza alias Natalina Peter D'souza and said Shri. Caitano John D'souza agreed to sell and or transfer the said property to one Mr. Gajendra Gopal Kanekar.
- IV.** That by Deed of Sale dated 15/09/2011, registered before the Sub Registrar of Bardez under No. BRZ-BK1-04399-2011, CD Number BRZD225 on 16/09/2011, Shri. Peter D'souza alias Peter Cosma D'souza and his wife Smt. Natalina

[Signature]

[Signature]






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D'souza alias Natalina Peter D'souza and Shri. Caitano John D'souza with the intervention of Mr. Gajendra Gopal Kanekar in the status of Bachelor sold and or transferred the said property better described in Schedule I hereto in favour of the Owners herein.

- V. That the Owners herein upon purchase of the said property effected mutation and as such the name of the Owners herein came to be reflected in the occupants column in Form I & XIV in respect of the Said Property .
- VI. **AND WHEREAS** the Owners are well and sufficiently entitled to the said property and the title of the said property better described in Schedule I hereto is marketable and free from reasonable doubts.
- VII. **AND WHEREAS** the Owners are in the process of setting up luxury residential project with upmarket amenities in the said property;
- VIII. **AND WHEREAS** the Party of the First Part has not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the said property and the said property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority.
- IX. **AND WHEREAS** the Party of the First Part has not entered into any agreement or arrangement with regard to the sale and/or development of the said property better described in Schedule I hereto with any third party .
- X. **AND WHEREAS** the party of the Second Part has approached the Owners and expressed its desire to jointly develop the said property along with the Owners and has indicated its willingness to develop the said property by constructing



thereon, out of its own Funds, a luxury Project with state of art amenities provided that, out of the sale proceeds from the said project, the revenues be shared between the party of the Second Part and the party of the First Part in ratio of 80:20 i.e 80% of the total sale proceed shall be retained by the Developer and 20% of the sale proceeds shall be given to the Owners .

XI. AND WHEREAS considering the fact that the Developer would develop the said property by constructing thereon a high end project out of its own funds, the owner has agreed to entrust the development of the said property to the Developer with an understanding that out of the Total sale Proceeds from the said project, 80% of the total sale proceed shall be retained by the Developer and 20% of the sale proceeds shall be given to the Owners .

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That subject to the terms and conditions hereinafter set out the parties hereby agrees to jointly develop the said property described in Schedule I.
2. The name of the proposed project shall be "CONTEMPO".
3. The party of the first part has obtained following permissions for construction from the competent authorities namely:-
 - a. Sanad dated 22/01/2018 under No. 4/158/CNV/AC-III/2017/72 came to be issued by the Office of Addl. Collector III North Goa District, Mapusa Goa.
 - b. The Primary Health Centre, Siolim, Bardez, Goa issued its No Objection vide Letter dated 17/01/2018 bearing No. PHCS/HS/NOC/17-18/1899.



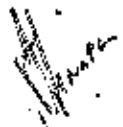






- c. Technical Clearance Order dated 16/11/2017 bearing Ref. No. TPB/3873/Marna/TCP-17/3521 issued by the Office of the Senior Town Planner, Mapusa Goa.
- d. Technical Clearance Order dated 05/11/2018 bearing Ref. No. TPB/3873/Marna/TCP-18/4609 issued by the Office of the Senior Town Planner, Mapusa Goa.
- e. Construction License dated 27/12/2018 bearing Ref.No.VP/S.M./18-19/20/2061 issued by the Village Panchayat Siolim-Marna.

4. It is agreed between the parties that the Developer shall on his own invest in undertaking the development of the said property for construction of Villas/Buildings for residential use in terms of permissions, licenses and approvals granted by the competent authorities.

5. The parties hereto agree that upon construction of the Villas/Buildings in the said property in terms of specifications and in terms of the approved plans, the party of the Second Part, without the intervention of the party of the First Part, shall be entitled to sell and/or convey the built up area/Villas/premises constructed in the said property to any third party for such consideration as mutually agreed between the parties hereto and the consideration received there on shall be appropriated by the party of the First Part and the party of the Developer in following proportion. Party of the First Part 20% and Developer 80%.

6. It is further agreed between the parties that such sale of the built up area / saleable area by the Developer in favour of any third party shall be at a mutually consented price which shall not be less than 60,000 per sqmtr.






7. By this agreement the party of the first part hereby authorizes and empowers the Developer to enter in to agreements for sale/sale deeds of built up/saleable area in respect of the premises/ Villas to be constructed in the said property with any third parties subject however that the party of the first part shall not be held liable or responsible for any claim of workmanship by the prospective Purchaser as regards the built up area/saleable area the same being the sole responsibilities of the party of the Developers.

8. The Developer Shall construct the housing scheme comprising of Villas/Buildings in the SAID PROPERTY and sell the same to any Third Party and appropriate the sale proceeds thereof in the following proportion:-

- (i) 20% to the Party of the First Part.
- (ii) 80% to the party of the Developers.

9. Upon the execution of this agreement, the Developer shall be entitled to put up a hoarding in the said property displaying the elevation of the proposed construction and other particulars at its discretion.

10. The Owners do hereby covenant that the development to be undertaken in the said property namely construction of Villas/buildings etc. shall be strictly constructed by the party of the Second Part as per the approved plans and as per the permissions granted by the competent authorities and any violations and/or illegal deviations from the approved plans shall be the responsibility of the party of the Second Part, the party of the First Part shall not suffer for any loss and/or damage on account thereof and the party of the Second Part hereby indemnifies the Party of First Part accordingly.


11. It is agreed between the parties that an Escrow account shall be opened by the parties hereto in HDFC Bank, Panjim Branch, which would be an ESCROW/ Account HELD IN the joint names of the Party of First Part and the DEVELOPER in HDFC Bank, Panjim Branch, with standing instructions to distribute all receipts from the sale proceeds of the said project in the following ratio:

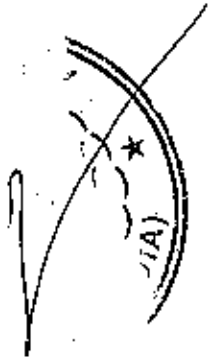
- i. 20% to the party of the First part.
- ii. 80% to the party of the Second part.

12. It is hereby agreed by and between the parties hereto that the DEVELOPER shall sign all the necessary agreements for sale of the Villas to be constructed in the said property, and that the DEVELOPER shall receive the total consideration from the prospective purchasers, which amount shall be deposited in the escrow account referred to above and the proceeds shall be appropriated as per the ratio stipulated hereinabove.

13. It is hereby agreed by and between the Parties hereto that in order to carry out development of the SAID PROPERTY, the Party of First Part/ Second Part shall be entitled to do the following :-

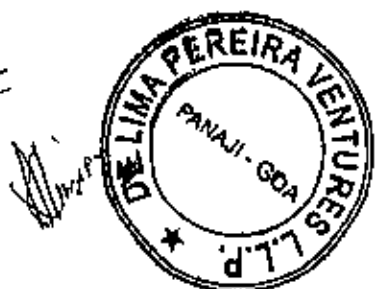
- a) To take all necessary steps to obtain all Licences, approvals for the approval of development plans in order to commence with the development activity.
- b) To start construction on the said property and to do the supervision work during the course of construction on the said property and to ensure that the construction is carried out as per the approval plans and designs, with good quality, good elevation and good infrastructures and as per the specifications mentioned in the Schedule II of this Agreement.
- c) To engage services of Architects, Engineer/s, Contractors, Labourers, Workers and other managerial staff for the purpose of developing the said property.
- d) To obtain Sanad for conversion of the said properties from agricultural to non-agricultural use under the provisions of the Land Revenue Code;







- e) To obtain Final permissions/NOC's from the Village Panchayat and other competent authorities for development of the said properties on payment of requisite fees;
- f) Other requisite permissions, if need be, from the concerned authorities including the permission from Planning & Development Authority, and do all the acts, deeds and thing required for the purpose of obtaining such requisite permissions from the concerned authorities for carrying out the development of the said property.
- g) To commence and complete development of the said property by carrying out, construction of housing project and by providing the necessary infrastructure in the course of development of the said property as per the approved plans and conditions of the license and other conditions imposed by the concerned authorities.
- h) To make necessary arrangements for the sale of Villas/premises/units, that may be constructed on the SAID PROPERTY, to the prospective buyers thereof.
- i) To complete construction on the SAID PROPERTY as per provisions and relevant rules and regulations applicable thereof.
- j) To use his skill, expertise management and experience in carrying on construction on the SAID PROPERTY and to market the same under the brand of DE LIMA PEREIRA VENTURES LLP.
- k) To be in total/ complete charge and control of construction activities to be carried on in the SAID PROPERTY.
- l) To collect all instalment/s and/or purchase price towards the sale of Villas from the respective buyers thereto and to deposit the same in the HDFC Bank account.

[Handwritten signatures and initials]



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- m) To prepare attractive brochure's and/ or models of the proposed residential villas and or building/s to be constructed on the SAID PROPERTY and to do all that is required to effectively market the said property.
- n) It is reiterated that the cost of all the above mentioned activities shall be borne and paid for by the DEVELOPER alone.

14. It is hereby agreed by and between the parties hereto that the present revenue sharing arrangement is limited for the development of the SAID PROPERTY, which shall come to an end upon execution of the Conveyance of the SAID PROPERTY either in favour of any proposed co-operative society, or upon execution of the Sale Deeds in respect of each Prospective Purchaser of the Villa/premises constructed in the SAID PROPERTY.
15. It is specifically agreed by and between the Parties hereto that, the present agreement for development in the SAID PROPERTY is strictly on revenue sharing basis and shall not be construed or deemed to be construed to be a Partnership Firm or association of person between the parties hereto.
16. It is hereby agreed by and between the parties that the DEVELOPER shall be solely responsible/ liable for handing over possession of the Villas/premises within the time stipulated by the agreement to be executed with the Prospective Buyers and also for the quality of construction of the Villas/premises as per the specifications mentioned in **Schedule II** of this Agreement.
17. It is the DEVELOPER who shall be solely responsible for the timely completion of the Villas/premises as also for the quality of construction and also for all statutory liabilities, labour laws etc.
18. It is hereby agreed that the prospective purchaser shall be entitled to obtain loan from any financial institution and the Party of the First Part and the Party of the



DEVELOPER shall not be liable for any claims or demands, from any Bank/Financial Institution from the person/s entering into any agreement with the Party of the DEVELOPER for the purpose of financing for purchasing or agreeing to purchase any villas proposed to be constructed in the said property .

19. The DEVELOPER hereby indemnify the Party of the First Part against any claim/s that may be raised by the Prospective Purchasers in respect of delay in handing over possession of the Villas to the prospective buyers, as also as regards the quality of construction executed by the Party of the Second Part.

20. The Owners hereby declares and confirms as under:-


- i. The Party of the First Part are well and sufficiently entitled to the said property as owners thereof and their title to the said property is marketable and free from reasonable doubts.
- ii. The Party of the First Part has not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the said property and the said property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority.
- iii. The Party of the First Part has not entered into any agreement or arrangement with any third party, person/persons with regard to the sale and/or development of the said property.

21. **MODUS AND OPERATION OF JOINT DEVELOPMENT:**

- i. The entire development work shall be under the control and management of the DEVELOPER till the effective development of the said property is completed in all respect i.e. entire work/development and Villas/premises/swimming pools/parking areas etc. and respective areas of the newly constructed Villas/s are sold and/or transferred and the accounts are fully settled between the parties hereto. The entire development of the project shall be managed and looked after by the DEVELOPER including financial affairs.



[Handwritten signatures and initials]

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- ii. The DEVELOPER shall have the right to sell all the constructed premises /Villas to be constructed on the said property on the terms and conditions as may be deem fit and proper by the DEVELOPER and all the sale proceeds thereof shall be deposited in the aforesaid ESCROW Bank Account to be opened in terms of clauses stipulated herein above.
 - iii. All assessments, rents, charges, taxes, rates and outgoing in respect of the said property shall be paid by the DEVELOPER alone.
 - iv. The stamp duty and registration charges, if any, in respect hereof shall be paid by both Party.

22. **NATURE OF THE AGREEMENT AND TAX LIABILITY:**

This Agreement is not and shall not be deemed to constitute a partnership or joint venture or association of person or contract of employment between the parties. The parties shall pay and bear their respective Income Tax and all other applicable taxes on the income arising from the development of the said property. The DEVELOPER shall, if required by law, shall deduct TDS on income of first party.

23. **ARBITRATION AND JURISDICTION:**


(a) In the event of any dispute, differences, non-compliance or non-payment arising between the parties hereto with regard to these presents or interpretation thereof and which cannot be mutually resolved within a reasonable time, the same shall be referred to the Arbitration under the provisions of The Arbitration and Conciliation Act, 1996 or any other prevailing Arbitration Law. The Arbitration shall be held in the Goa at Panaji, in English language.

(b) This Agreement shall be subject to the jurisdiction of the Courts at Mapusa, Goa.

24. For the purpose of service of any notice/ intimation to any party herein by the other, the same shall be at the respective addresses of the Parties first mentioned hereinabove and notice/ intimation sent by Registered A/D shall be deemed to be good service.



SCHEDULE I



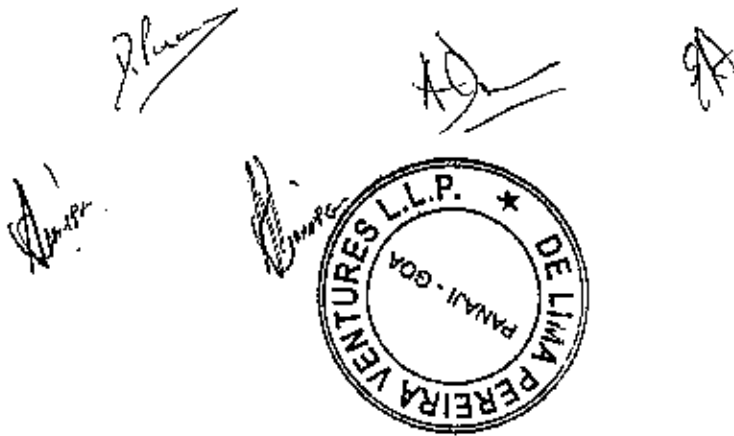
ALL that part and parcel of the property known as "MODLO WADO" or "INTREA CUNGEACHEM" or "CUNGEVALEM BATA" or "DONDEVALEM BATA" totally admeasuring 2050 sq.mtrs, along with the dwelling house bearing H. No. 146/6 existing therein situated at Marna within the limits of Village Panchayat of Marna (Siolim), Taluka and Registration Sub District of Bardez, District of North Goa, State of Goa, described in Land Registration Office of Bardez under No. 8834 at folio 92 of Book B-23 (New), not enrolled in Taluka Revenue Office, surveyed in the records of rights of Village Marna under survey no. 49/10 and is bounded as under:

East : By the property bearing Survey no. 53/28 and 49/12 of Village Marna;

West : By the property bearing Survey no. 49/7 and 49/11 of Village Marna;

North : By the property bearing Survey no. 50/36, 50/37 and 50/38 of Village Marna;

South : By Public Road.



SCHEDULE II

(SPECIFICATIONS)

FLOORING

- 1) Vitrified tile flooring for Living areas and Bedrooms
- 2) Anti-skid vitrified tile flooring for Balconies & terraces
- 3) Anti-skid vitrified tile flooring for Bathrooms
- 4) Anti-slip Mosaic tiles for pool

DOORS & WINDOWS

- 1) Main door in Teakwood with Veneer finish and Mortise lock
- 2) All other doors in laminate finish and windows and French doors of aluminium powder coated
- 3) Toilet doors shutters of salwood frame with wet side laminate
- 4) Branded Hardware

KITCHEN

- 1) Granite counter with provision for modular kitchen
- 2) Vitrified tile dado up to 2' above granite counter
- 3) Provision for washing machine, water purifier

BATHROOMS

- 1) Branded CP & Sanitary fittings
- 2) Geyser and exhaust fan
- 3) Toughened Glass shower cubicle
- 4) Pressurised water supply system

WALLS & PAINTS

- 1) Gypsum punning finish for all internal walls
- 2) Plastic Emulsion, Low VOC paint in all rooms
- 3) Weather proof paint for external walls

ELECTRICAL

- 1) 3 phase power supply and Concealed PVC conduits with copper wiring and MCB/ELCB
- 2) Modular switches of reputed make
- 3) TV, telephone and internet points provisions
- 4) Inverter and EPABX ready wiring for individual villas
- 5) Elevator provision for all villas



PLUMBING

- 1) Pressure tested concealed CPVC internal plumbing of Astral or equivalent, pressure pumps for individual villas
- * 2) Common underground sump and Overhead tank for individual villas

AIR-CONDITIONING

- 1) Provisions for Split air-conditioning units in living room and bedrooms with concealed copper piping and cabling

VILLAS

- 1) RCC framed structure of M25 grade concrete and Solid block masonry
- 2) External walls with double coat cement plaster and internal walls with single coat cement plaster
- 3) Waterproofing for bathrooms, terraces and roofs
- 4) MS railing for balconies, terraces and staircases as per design

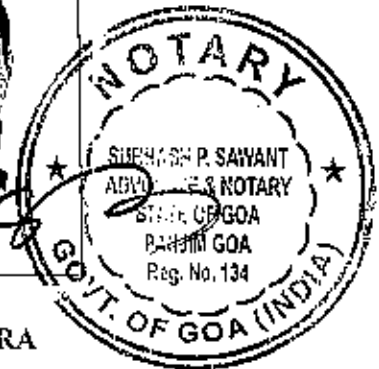
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day, month and year first herein abovementioned in the presence of the witnesses signed herein under.



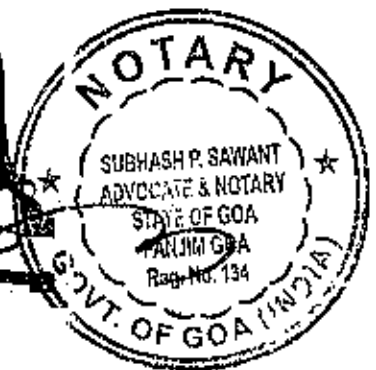
SIGNED, SEALED and DELIVERED

by the within named the

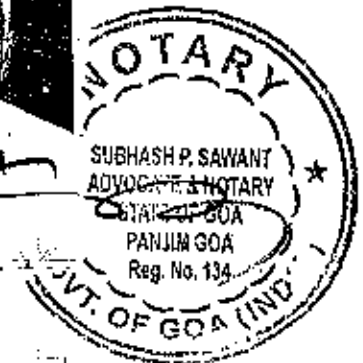
OWNERS:



(1) MR. ANTONIO OSCAR ARMANDO DE LIMA PEREIRA



(2) MRS. ELAINE DE LIMA PEREIRA



(3) MR. AIRES ORNELAS DE LIMA PEREIRA

alias AYRES PEREIRA DILIMA



(4) MRS. DINAH FATIMA SILVEIRA E LIMA PEREIRA



SIGNED, SEALED and DELIVERED

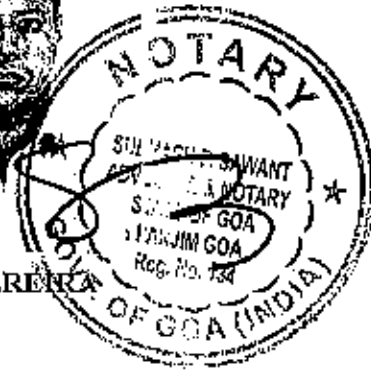
by the within named the

DEVELOPER:

DE LIMA PEREIRA VENTURES LLP

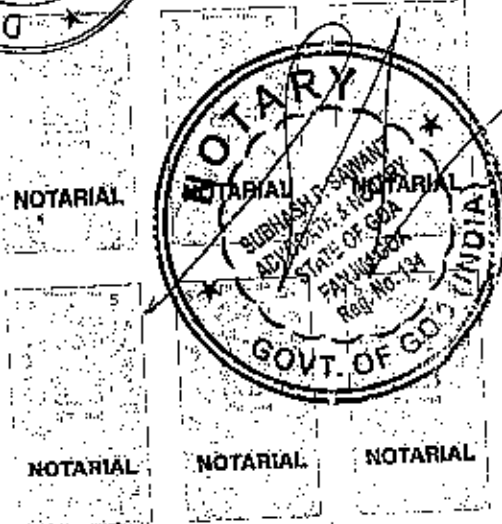
Represented through its Designated Partner

MR. ANTONIO OSCAR ARMANDO DE LIMA PEREIRA



IN THE PRESENCE OF WITNESSES:-

1. Abhijit C. Naik
2. Francisco Gomes



EXECUTED BEFORE ME
WHICH ATTEST

Subhash P. Sawant
Advocate & Notary
State of Goa
Panjim Goa. 403 001
Reg No.134

Regd. No. 610/19

Dated 12/02/2019

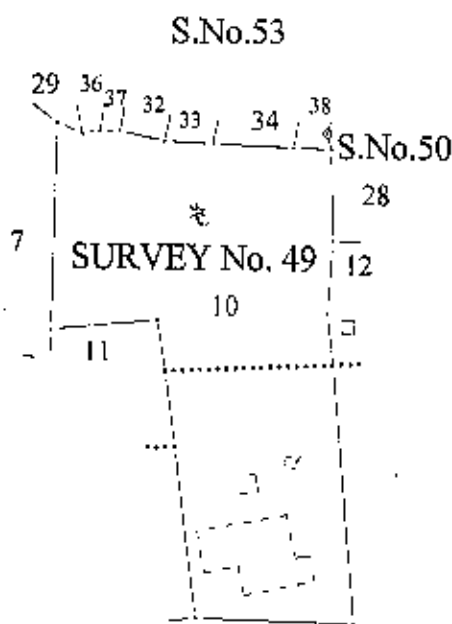


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA



Plan Showing plots situated at
Village : MARNA
Taluka : BARDEZ
Survey No./Subdivision No. : 49/ 10
Scale : 1 : 1000


Inward No:926

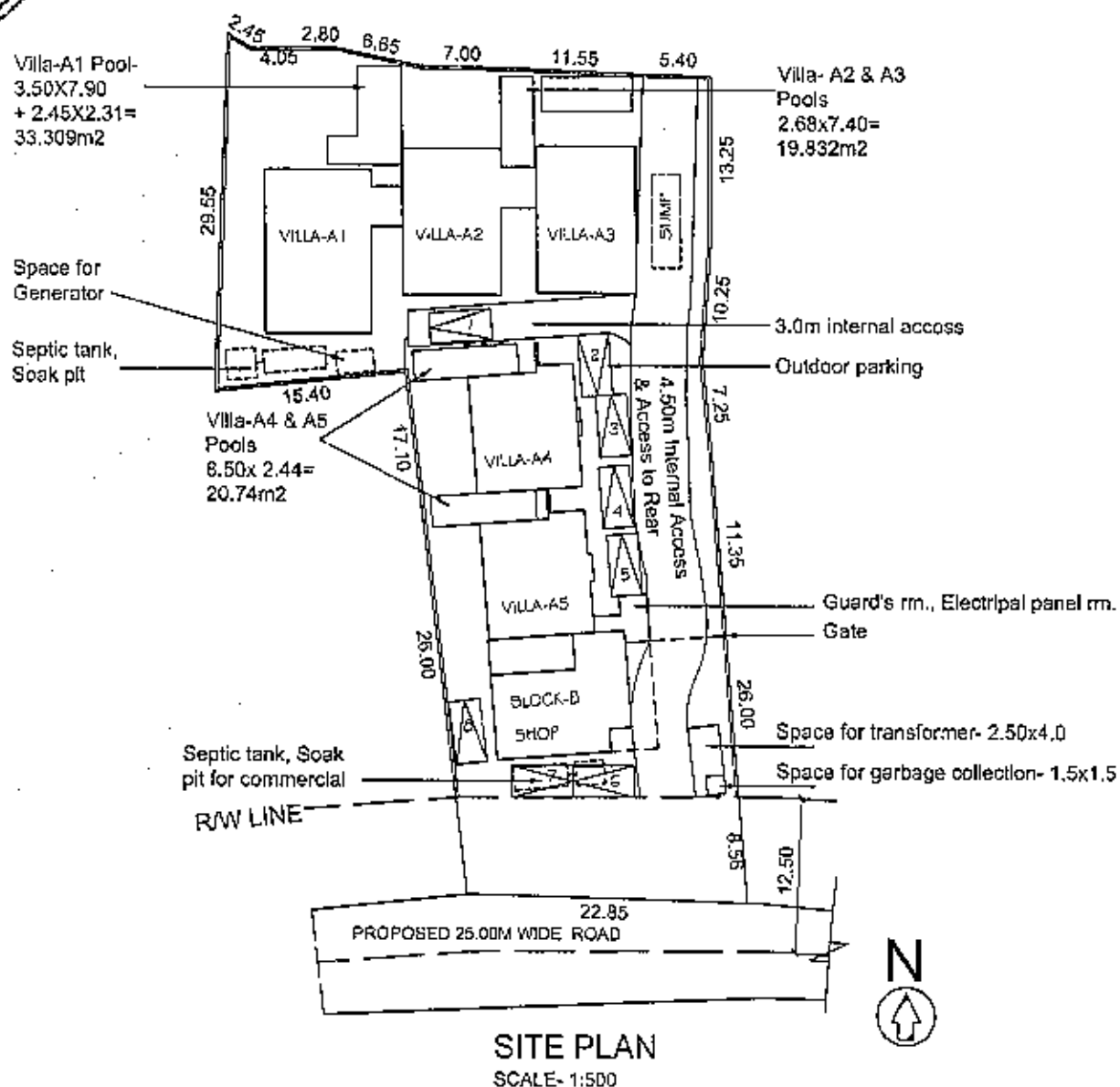


(Rajesh R. Pai - Kuchelkar)
Inspector of Survey &
Land Records.



Generated By : Vrushali Arolkar (D' Man Gr. II)
On : 16-04-2018

Compared By: 
16/4/18



**SITE PLAN OF CONTEMPO,
ON PLOT BEARING SURVEY NO. 49/10,
VILLAGE MARNA, TALUKA BARDEZ,
GOA.**

