



गोवा GOA

Sl. No. 21984

810548

Place of vendor: MARGAO, Date of issue: 7/10/16

Value of stamp paper: Rs. 100/-

Name of the purchaser: M/S. Vohhar Real Estates

Son of

Residing at BORDA

As there is no single stamp of the value of Rs. \_\_\_\_\_ additional stamp paper for the completion of the value is attached along with.

Licence No. JUD / VEN / LIC / 2005 / AC-I. Dated 07.10.16

Name of stamp vendor: M.R. DIAS

Signature of Vendor: [Signature]

Signature of Purchaser: [Signature]



### AGREEMENT OF JOINT VENTURE

(Ponda-Land named BORODO S.No 192/1-C)

THIS AGREEMENT OF JOINT VENTURE is made at Ponda, Goa, on this Fourteenth day of December of the year Two Thousand and Sixteen (22-11-2016);

14-12-

[Signature]

[Signature]



SCHEDULE II here after written.

[Signature]

[Signature]



**BETWEEN**

1. M/s. **VIBHAV REAL ESTATE**, a registered Partnership Firm having its Office at House No. 1898, Borda, Margao, Goa; through its partner Shri. **VIBHAV PUNDALIK PARKAR**, son of Pundalik Tukaram Parkar, aged about 27 years, businessman, Indian National, residing at House No. 1898, Borda, Margao - Goa; hereinafter referred to as '**the FIRST FIRM**' (which expression, unless repugnant or contrary to the context or meaning thereof, shall include all its Partners, successors, administrators, executors and assigns) of the FIRST PART;

**AND**

2. **MADANANT CONSTRUCTIONS (GOA) PVT LTD** a company incorporated under companies Act 1956, with the Registrar of Companies at Panaji Goa, having its registered office at Chandor, Salcete Goa; through its Managing Director **Shri. Sudin Verenkar**, son of late Naguesh Surya Verenkar, aged about 52 years, businessman, residing at House No. 196, Chandor, Salcete, Goa, hereinafter referred to as "**THE SECOND FIRM**" (which expression unless repugnant or contrary to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) of the SECOND PART;

WHEREAS the **FIRST FIRM** and the **SECOND FIRM** are the joint owners in exclusive possession of the land named BORODO situated in the Old Village of Ponda within the limits of Ponda Municipal Council described in **SCHEDULE I** and **SCHEDULE II** here after written.





AND WHEREAS the land described in **SCHEDULE II** was purchased by **FIRST FIRM** and the **SECOND FIRM** vide the Deed of Sale dated 28-03-2013 duly registered in the office of the Sub-Registrar of Ponda under No.1810 at pages 110 to 148, in Book No I, volume No.2368 on 29-07-2013.

AND WHEREAS the **FIRST FIRM** and the **SECOND FIRM** have decided to develop the land by constructing within 7 multiple storied buildings and in order to avoid any disputes between them in future, they have decided to independently develop the buildings namely Bldg A,B,C,D,E,F,G and sharing equally the common expenditure involved in developing the land for such separate construction of Bldg A,B,C,D,E,F,G to be constructed.



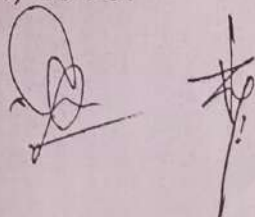
NOW THIS AGREEMENT WITNESSES AS UNDER:-

1. The **FIRST FIRM** and the **SECOND FIRM** shall jointly obtain the Development Permission, Construction License and other various Permissions, clearances, NOCs, etc. required for development of the Land by constructing therein the said multi-storied buildings and other infrastructure provisions.
2. The **FIRST FIRM** and the **SECOND FIRM** shall share in equal proportion all the expenditure involved or made in obtaining all such development Permissions, clearances, NOCs, etc and also for renewals or revisions thereof and also expenditure involved for common preparation of the land for raising the buildings proposed to be constructed therein.
3. The **FIRST FIRM** and the **SECOND FIRM** shall be at liberty to engage a common contractor for the construction of the entire buildings and for preparation of the land to construct such building, and in such event they shall share equally the



expenditure involved therein by paying half amount of the Bills of such Contractor, from time to time, but even in such case the expenditure borne or amounts of the Bills paid to the Contractor by the **FIRST FIRM** shall be deemed to be the entire expenditure of the Bldg C,E,G of the building so constructed and the expenditure borne or amounts of the Bills paid to the contractor by the **SECOND FIRM** shall be deemed to be the entire expenditure of the Bldg B,D,F.

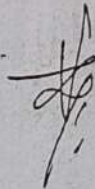
4. The **FIRST FIRM** is hereby authorised by the **SECOND FIRM** shall be free, to enter into firm commitments or agreements with its customers to construct for or transfer in favour of such customers, any of the premises and open spaces to be contained in the 1/2 Bldg A & Bldg B,D,F allotted and to fix and receive the consideration thereof; and also to transfer finally in the name of any of its customers any part of the 1/2 Bldg A & Bldg B,D,F along with proportionate share in the land, independently. In this regard the **SECOND FIRM** shall resolve in the Meeting of the Board of Directors and/or General Body Meeting to irrevocably authorise either by way of an Irrevocable Power of Attorney in favour of the partner of the **FIRST FIRM** or in favour of any person nominated by the **FIRST FIRM**, to do all acts necessary in that regard including the acts of execution of any Memorandums, Agreements, Deed of Sale, Deed of Exchange, Deed of Gift or Deed of Transfer of other nature on behalf of the **SECOND FIRM** and to do all necessary acts to get such documents duly registered before registering authority under the Indian Registration Act, 1908.





5. The **SECOND FIRM** is hereby authorised by the **FIRST FIRM** and shall be free, to enter into firm commitments or agreements with its customers to construct for or transfer in favour of, such customers, any of the premises and open spaces to be contained in 1/2 Bldg A & Bldg C,E,G and to fix and receive the consideration thereof; and also to transfer finally in the name of any of its customers any part of the 1/2 Bldg A & Bldg C,E,G along with proportionate share in the land, independently. In this regards the **FIRST FIRM** shall irrevocably authorise by way of any Irrevocable Power of Attorney in favour of the Directors of the **SECOND FIRM** to do all acts necessary in that regard including the acts of execution of any Memorandums, Agreements, Deed of Sale, Deed of Exchange, Deed of Gift or Deed of Transfer of other nature on behalf of the **FIRST FIRM** and to do all necessary acts to get such documents duly registered before registering authority under the Indian Registration Act, 1908.

6. Parties shall specifically perform their respective part of the Contract formed under this Agreement.



SCHEDULE I

(Description of the entire property)

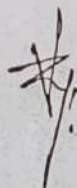
All that land denominated "**BORODO**" situated in the Old Village of Ponda, within the limits of Ponda Municipal Council, Taluka and Sub District of Ponda, District of North Goa in the state of Goa, being the land not described in the Land Registration Office of Ilhas, but enrolled for the purpose of Portuguese Land Revenue of Ponda Village under Matriz No. 829, erstwhile surveyed for the purposes of Record of Rights of Ponda Village under No. 192 or may be 192/1, having a total area of 83,500 square meters, and bounded as follows:-

On the East : By Government Forest;

On the West : By National Highway Road;

On the North : By the Property of Carmo Aguiar; and

On the South : By the Property of Antonio Francisco Aureliano de Aguiar.





**SCHEDULE-II**

(Description of the subject Plot hereby sold)

All that distinct and separated part of the entire property described in **SCHEDULE-I** hereinabove, identified as Plot No 4, admeasuring 11,700 square meters as per the Form No I & XIV, surveyed under Survey No. 192/1-C and bounded as under :

- On the East : By Government Property pertaining to Forest Department;
- On the West : By National Highway;
- On the North : By Plot No 5 of the entire property allotted and belonging to Mrs. Maria Sulana F.S Aguiar Souza alias Maria Sulana Filomena D'souza Aguiar and her husband, Mr. Neville D'souza alias Neville Lawrence D'souza; and
- On the South : By Plot No.3 of the entire property allotted and belonging to Mrs. Maria Bernadette F.S. Aguiar Barreto and her husband, Mr. Antonio I.F. Barreto.



This land is demarcated within red colour boundaries in the Plan annexed hereto and forming internal part thereof.



IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands to this Agreement on the day, month and year first hereinabove mentioned.

SIGNED AND DELIVERED by  
The **FIRST FIRM** through its  
Within named Partner.

For M/s Vibhav Real Estate



(Vibhav Pundalik Parker)

Partner

SIGNED AND DELIVERED by  
The **SECOND FIRM** through its  
Within named Managing  
Director.

For Madanant Construction (Goa)  
Pvt.Ltd.

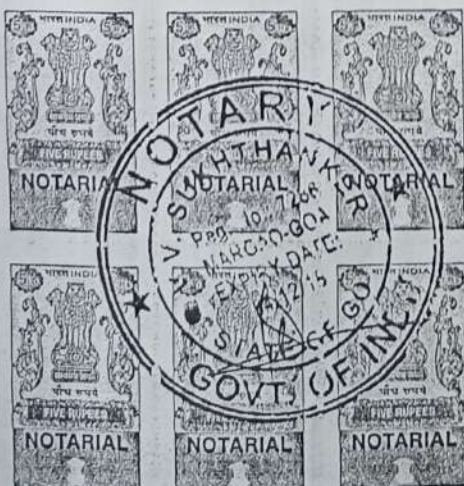


(Sudin Verenkar)

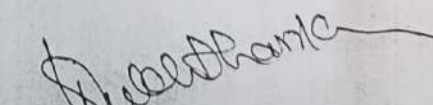
Managing Director

Witnesses :-

1. \_\_\_\_\_
2. \_\_\_\_\_



EXECUTED BEFORE ME  
WHICH I ATTEST

  
V.V. SUKHTHANKER  
NOTARY  
MARGAO-GO  
State of Goa (India)  
Reg. No. 6594/16  
Date 14/12/2016



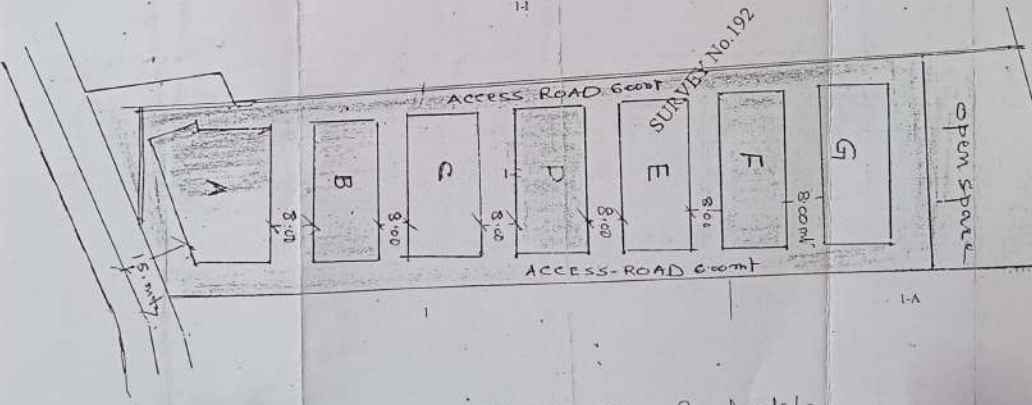


GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
PANAJI - GOA

Plan showing plots situated at  
Ponda Village  
Ponda Taluka  
S.No./Sub Div No.192/ 1-C  
Scale 1:1000




CHART SHOWING ALLOTMENT OF BLDGS  
BUILDING ALLOTED 1/2 A, B, D, F  
VIBHAY REAL ESTATE  
BUILDINGS ALLOTED 1/2 C, E, G  
MADRASANT CONSTRUCTION  
AND PVT LTD



■ Allotted to vibhav Real estate

Allotted to Madrasant Construction and Pvt Ltd

Computer Generated On 18-08-2005

Compared to  on 18/8/05