Phone No:7066099860 Sold To/Issued To: GALAXY MANAGEMENT SO For Whom/ID Proof:





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FOR CITIZENCE EDIT TM CO-OP, LANK LTD.

Authorised Signatory

Name of Purchaser: GALAXY MANAGEMENT SOLUTIONS
PRIVATE LIMITED



OS 12 2022 AGREEMENT FOR JOINT VENTURE DEVIS ON THE

AGREEMENT FOR JOINT VENTURE DEVELOPMENT

is made on this 02nd Day of November, Two Thousand and Twenty-Two, at Mapusa, Bardez, Goa.

Sugaratery & MAY FAIR RESORT LINDIAT LTD.

This Agreement for Joint Venture Development is made on this 5th day of the month of December 2022 at Mapusa, Bardez - Goa.

BETWEEN

MR. AMIT SAXENA, son of Mr. D. C. Saxena, aged 54 years, married business, Indian National, holding PAN Card bearing no.
 holding Aadhar Card bearing no.
 resident of Nitya Resort, Calangute, Bardez, Goa -403516;

AND

2. M/S. MAYFAIR RESORTS (INDIA) LIMITED, a Public Limited Company registered in the office of the Registrar of Companies, having its registered office at D-35, Indira Enclave, Neb Sarai New Delhi, South West Delhi - 110068 India, holding PAN Card bearing no. , represented herein havits Director, MR. GOKUL KUMAR, son of Mr. M. C. Kumar, aged years, matried business, Indian National, holding PAN Card bearing no. holding Aadhar Card bearing no. , resident of Arpora, Bardez, Goa, duly authorized vide Board Resolution dated

28/10/2022; (hereinafter jointly and / or severally referred to as the "OWNER / FIRST PARTY" for the sake of brevity, which expression shall unless repugnant to the context and meaning thereof include its heirs,

MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

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Director

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executors, legal representatives, successors, administrators and assigns) OF THE ONE PART;

AND

registered in the office of the Registrar of Companies having CIN

Sun Productions Process of the Registrar of Companies having CIN

New Delhi 110 048 India, holding PAN Card bearing no.

represented herein by its Director, MR. SUNIL BAGAI, Son of Shri Krishan

Lal Bagai, aged about 64 years, married, businessman, Indian National,

holding PAN Card bearing no.

, Aadhar Card no.

duly authorized vide Board Resolution dated 12/05/2022; (hereinafter referred to as the "DEVELOPER / SECOND PARTY" for the sake of brevity, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and assigns) OF THE OTHER PART; SHEWETH:

In this Deed, a reference to the masculine gender shall include a reference to the feminine gender and vice – versa, and further, a reference to the singular shall include a reference to the plural and vice – versa.

For Galaxy Management Solutions Pvt. Ltd.

Sum/ Papar

Director

MAY FAIR RESORT (INDIA) LTD.

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DIRECTOR

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WHEREAS the OWNER / FIRST PARTY no. 1 herein i.e. MR. AMIT SAXENA has constituted his daughter to be his attorney namely MS. NITYA SAXENA, daughter of Mr. Amit Saxena, aged 23 years, unmarried, student, Indian National, holding PAN Card bearing no. ', holding Aadhar Card bearing no. ', resident of A-10/12 Third Floor, Vasant Vihar, New Delhi; as his duly constituted attorney vide Power of Attorney executed on 23/02/2022 and registered before Notary Mr. Janardhan S. Parshekar under registration no. 372/2022, dated 23/02/2022. The certified copy of the said Power of Attorney is attached herewith.

PARMAR DENOMINADO SENOICHEM BATA" or "GODINHACHEM BATA" or "DANGNESHEM BATA" admeasuring an area of 7550 sq. mts. situated at Village Paliem, within the jurisdiction of Village Panchayat of Ucassaim/Punola, Taluka and Registration Sub — District of Bardez, District North Goa, State of Goa, described in the Land Registration Office under No. 5415 at folio 315 of Book B- New 14, not enrolled in the Taluka Revenue Office, surveyed under Survey No. 40/8; (hereinafter referred to as the SAID PROPERTY and more particularly described in SCHEDULE - I hereinbelow).

For Gelaxy Management Solutions Det 1 se

MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

Director

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AND WHEREAS the SAID PROPERTY originally belonged to Shri.

Frank D. Paul.

AND WHEREAS vide Deed of Gift dated 08/03/1978, the said Shri. Frank D. Paul gifted the SAID PROPERTY in favour of his daughter, Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul.

AND WHEREAS the husband of the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul passed away on 28/06/1998 leaving behind his widow and moiety holder, the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul and the following legal heirs:

Wilina Colaso e Mendes

Crystal Lovina W. Colaso

Lenin Max W. Colaso

Wilma Valancia W. Colaso

AND WHEREAS the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul entered into Agreement of Sale dated 27/09/2007 registered before Sub-Registrar of Bardez, Mapusa – Goa under Registration No. 4769 at pages 19 to 35 of Book No. I, Vol. 2792 dated 27/09/2007 for sale of the SAID PROPERTY with M/s Godwill Infrastructure Development Pvt. Ltd.

For Galaxy Management Schillers Pvt. Ltd.

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Director

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MAY FAIR RESORT (INDIA) LTD.

AND WHEREAS upon the death of the husband of the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul, Inventory Proceedings bearing No. 4/2008 was initiated before the Court of the Civil Judge Senior Division at Mapusa – Goa by the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul and the SAID PROPERTY was listed at Item No. I in the LIST OF ASSETS and vide Order dated 29/03/2008, the SAID PROPERTY was allotted equally in favour of the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul, Wilina Colaso e Mendes, Crystal Lovina W. Colaso, Lenin Max W. Colaso and Wilma Valancia W. Colaso.

AND WHEREAS vide Deed of Sale dated 21/05/2008,

The stered before Sub-Registrar of Bardez, Mapusa – Goa under Registration

No. 2030 at pages 203 to 240 of Book No. I, Vol. 2627 dated 28/05/2008,

the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul,

Wilina Colaso e Mendes, Crystal Lovina W. Colaso, Lenin Max W.

Colaso and Wilma Valancia W. Colaso sold the SAID PROPERTY in favour of M/s Godwill Infrastructure Development Pvt. Ltd.

AND WHEREAS vide Deed of Sale dated 29/05/2008, registered before Sub-Registrar of Bardez, Mapusa – Goa under Registration No. 3054 at pages 280 to 298 of Book No. I, Vol. 2635 dated 05/06/2008,

For Galaxy Management Solutions Pvt. Ltd.

MAY FAIR RESORT (INDIA) LTD.

Director

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the said M/s Godwill Infrastructure Development Pvt. Ltd. sold the SAID PROPERTY in favour of M/s Mayfair Resorts (India) Limited and Shri. Amit Saxena.

AND WHEREAS vide Deed of Sale dated 27/04/2016, registered before Sub-Registrar of Bardez, Mapusa – Goa, the said M/s Mayfair Resorts (India) Limited and Shri. Amit Saxena sold their 1/3rd undivided portion and part and parcel of land from the SAID PROPERTY in favour of Mr. Nitin Choudhry

AND WHEREAS vide Deed of Sale dated 13/10/2021, registered before Sub-Registrar of Bardez, Mapusa – Goa under Registration No. BRZ-198644-2021 dated 13/10/2021, the said Mr. Nitin Choudhry and his wife, Mrs. Asha Choudhary sold their 1/3rd undivided portion and part and parcel of land from the **SAID PROPERTY** in favour of Shri. Amit Saxena and M/s Mayfair Resorts (India) Limited.

and represented that they are engaged in the business of promotion, development and construction of real estate and are well established in this business.

For Galaxy Management Solutions Pvt. Ltd.

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MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

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Director

AND WHEREAS the OWNER / FIRST PARTY is desirous of getting the said SAID PROPERTY developed & constructed and due to lack of experience in construction, have therefore, approached the DEVELOPER / SECOND PARTY to develop the SAID PROPERTY for and on behalf of the OWNER / FIRST PARTY at the cost of the DEVELOPER / SECOND PARTY, as per the terms and conditions herein mentioned.

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

1. RECITALS

PROPERTY shall be treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim. IDEVELOPER / SECOND PARTY The part of the OWNER / FIRST PARTY IN THE PAR

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For Galaxy Management Solutions PvL Liu

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MAY FAIR RESORT (INDIA) LTD.

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THE JOINT VENTURE:

- The DEVELOPER / SECOND PARTY and the OWNER / FIRST PARTY do hereby form and constitute this joint venture for the SAID PROJECT.
- b. All the terms and conditions of this agreement and the clauses detailed hereinbelow & above constitute and form part of the JOINT VENTURE.

THE SAID PROJECT:

TVRISIONS -

The DEVELOPER / SECOND PARTY shall develop the SAID PROPERTY by constructing thereon residential scheme(s) of Twenty Two (22) nos. of VILLAS.

The DEVELOPER / SECOND PARTY have conceptualized the said project within the framework of, and parameters permissible, in law.

That the DEVELOPER / SECOND PARTY shall engage and employ the Architect, structural engineers, Electrical contractor consultants, horticulture consultants etc. at its own costs, expenses and responsibility for preparation, submission and obtaining revised approvals if any or for developing,

For Galaxy Management Solutions Pvl. Ltd.

MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

promoting, constructing and completing the said buildings on the SAID PROPERTY.

- The SAID PROJECT, either before or after completion shall be d. identified in the name as may be mutually agreed.
- That the entire amount required for carrying out construction of buildings, external development of internal roads, retaining walls, street lighting, sewage & STP plants, electrification of project with individual meters of villa owners, completion &

cupancy of the said building including the charges and fees the architect for Preparation of the plans and all the other statutory and the other fees, charges, penalties and/or demands, including any development local charges shall be wholly to the account of the DEVELOPER / SECOND PARTY. The DEVELOPER / SECOND PARTY will also pay any compounding charges if so required by any legal authority, The DEVELOPER / SECOND PARTY shall however be exclusively entitled to all refunds of any and all payments

SECOND PARTY shall on its own cost and expense obtain

and/or deposits made for the purpose. The DEVELOPER /

Occupancy certificate from Local Authoritie Gelexy Management Solutions Pvt. Ltd.

MAY FAIR RESORT (INDIA) LTD.

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The DEVELOPER / SECOND PARTY shall be entitled to submit any applications, plans, documents, affidavits etc. or any, of them as envisaged herein as attorney for and on behalf of the OWNER / FIRST PARTY and to directly collect and receive back from the concerned authorities or bodies any refunds or other payments or deposits made by the DEVELOPER / SECOND PARTY, for which purpose subject to the limitations and restrictions mentioned in this Agreement, the OWNER / FIRST PARTY shall grant the DEVELOPER / SECOND PARTY or its nominees Notarised Specific Power of Attorney, required to sign, make, file, amend, prosecute,

thdraw, collect refunds and/or to do all acts, deeds, matters things necessary to obtain requisite sanction, permissions, clearance, approvals mentioned above.

g. The **DEVELOPER** / **SECOND PARTY** shall at its own cost and initiative in all respects commence and complete the construction of the buildings on the **SAID PROPERTY** and shall, for the purpose, provide all facilities required as per the sanctioned plans or applicable rules, Laws, regulations applicable from time to time, including the provision of

For Galaxy Management Solutions Pvt. Ltd.

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MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

Director

overhead tanks, internal and external water supply, electrical installation and fittings drainage/sewage system. The specifications of the VILLAS to be constructed on the SAID PROPERTY shall be as per the Annexure annexed hereto and marked as "SCHEDULE - IV".

The DEVELOPER / SECOND PARTY shall be authorized in the h. name of the OWNER / FIRST PARTY in so far as in necessary to apply for and obtain temporary and/or permanent connections for water, electricity, power to the building and other inputs and facilities required for the construction or enjoyment of the Buildings and for this purpose the OWNER FIRST PARTY shall execute in favour of the DEVELOPER / SECOND PARTY or its nominee a Registered / Notarised Power of Attorney as well as any other documents required in this connection.

The DEVELOPER / SECOND PARTY shall obey all Laws, Byei. laws, regulations, conditions of the Local and Municipal Authorities, RERA ACT 2016, Pollution Control Board in respect of the Buildings constructed on the Plot, Marketing efforts including but not limited to brochure, electronic media

For Gataxy Management Solutions Pvt. Ltd.

MAY FAIR RESORT (INDIA) LTD.

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DIRECTOR

hoarding etc., advance booking, Agreement to Sell for individual buyers and undertake not to infringe any of the rules, regulations and bye-laws pertaining to the construction and Sale of villas in the buildings. In case of non-performance or non-observance of any such rules, regulations, conditions, bye-laws, then the entire liability arising on this account shall be incurred and discharged by the DEVELOPER / SECOND PARTY, who shall keep the Owner indemnified and harmless against all costs, damages, actions, claims, demands on this account.

DEVELOPER / SECOND PARTY shall be solely exponsible for workers working at the construction site, directly or indirectly employed thru contractors. The DEVELOPER / SECOND PARTY shall use adequate safety harness, equipment etc. to ensure the safety of the workers at the construction site. The DEVELOPER / SECOND PARTY shall enrol / comply with Building and Other Construction Worker's (Regulation of Employment and Conditions of Service) Act 1996 or any other statutory compliance required by the Labour Department of Goa. The DEVELOPER /

MAY FAIR RESORT (INDIA) LTD

For Galaxy Management Solutions Pvt. Ltd.

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SECOND PARTY shall be solely responsible for all constructions, non-construction related accidents at the construction site of the proposed Project / SAID PROPERTY.

The DEVELOPER / SECOND PARTY expressly agrees to wholly absolve and keep indemnified the OWNER / FIRST PARTY against any Criminal, financial or other liability to each and every such case of accident(s).

- As agreement the DEVELOPER / SECOND PARTY has agreed to develop the SAID PROPERTY at it's own cost and as per agreed specifications mentioned in the annexure appended hereto and marked as "SCHEDULE IV" within 36 months from the date of obtaining all permissions from competent authorities under the Building Rules and Regulations.
- I. On successful completion of the Project and after the DEVELOPER / SECOND PARTY has obtained the "Completion certificate & Occupancy certificate whichever is later. The OWNER / FIRST PARTY has agreed to part with to the DEVELOPER / SECOND PARTY undivided rights in the SAID PROPERTY corresponding to 60% equivalent to thirteen (13)

For Galaxy Management Solutions Pvt. Ltd.

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DIRECTOR

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number of Villas and 20% share in the additional Villa identified as Villa no. 21 of the total built up area in lieu of the DEVELOPER / SECOND PARTY constructing the said complex and handing over 40% built up area equivalent to eight (8) number of Villas and 80% share in the additional villa identified as Villa no. 21 to the OWNER / FIRST PARTY and effecting consideration to the OWNER / FIRST PARTY in the manner stipulated herein.

m. The DEVELOPER / SECOND PARTY shall construct the said villas in terms of the construction schedule more particularly mentioned in the annexure appended hereto and marked as SCHEDULE - V" and in terms of specifications more particularly mentioned in the annexure appended hereto and marked as "SCHEDULE - IV".

4. FINANCIAL TERMS

a. On this date of the execution of this Agreement, the DEVELOPER / SECOND PARTY has paid Rs. 1,00,00,000/- (Rs. One Crore Only) to the OWNER / FIRST PARTY as a non-refundable deposit as per details below;

MAY FAIR RESORT (INDIA) LTD.

For Gelaxy Management Solutions Pvt. Ltd.

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Director

- i) Vide bank transfer bearing UTR no. IDIBR52022052128520236 in favour of Mr. Amit Saxena; an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakh Only), dated 21/05/2022;
- ii) Vide Cheque bearing no. 051501, dated 05/12/2022, drawn on Indian Bank, Defence Colony, New Delhi Branch in favour of Mr. Amit Saxena; an amount of Rs. 24,50,000/- (Rupees Twenty Four Lakh Fifty Thousand Only), less TDS @1% amounting to Rs. 50,000/- (Rupees Fifty Thousand Only);
- iii) Vide bank transfer bearing UTR no. IDIBR52022052128520327 in favour of Mayfair Resorts (India) Ltd; an amount of Rs. 10,00,000/-(Rupees Ten Lakh Only), dated 21/05/2022;

Vide bank transfer bearing UTR no. IDIBR52022061428843539 in favour of Mayfair Resorts (India) Ltd; an amount of Rs. 15,00,000/-(Rupees Fifteen Lakh Only), dated 14/06/2022;

- v) Vide Cheque bearing no. 051500, dated 05/12/2022, drawn on Indian Bank, Defence Colony, New Delhi Branch in favour of Mayfair Resorts (India) Ltd; an amount of Rs. 24,50,000/- (Rupees Twenty Four Lakh Fifty Thousand Only), less TDS @1% amounting to Rs. 50,000/- (Rupees Fifty Thousand Only).
- b. In lieu of the above deposit, assurance & covenants and further deliverable, as laid out in this agreement by the

For Galaxy Management Solutions Pvt. Ltd.

MAY FAIR RESORT (INDIA) LTD

Director

DIRECTOR

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has given rights on execution of this present to the DEVELOPER / SECOND PARTY, to develop at it's cost, build a total of twenty two (22) number of Villas within 36 months from the date of obtaining all permissions from competent authorities under the Building Rules and Regulations, strictly as per approval drawings sanctioned by the TOWN COUNTRY PLANNING, GOA and specifications / inclusions as agreed upon

with the **OWNER / FIRST PARTY** as per **SCHEDULE - V** enclosed.

The OWNER / FIRST PARTY agrees that upon completion and hand over of this project, the OWNER / FIRST PARTY shall refund to the DEVELOPER / SECOND PARTY the interest free Security Deposit lying deposited with the OWNER / FIRST PARTY in terms of the Agreement, after deducting any unpaid charges, dues, etc if any.

d. On this date of the execution of this Agreement, the DEVELOPER / SECOND PARTY has further paid Rs. 1,00,00,000/- (Rs. One Crore Only) to the OWNER / FIRST PARTY as a refundable deposit which will act as a Security Deposit as per details below;

MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

For Galaxy Management Solutions Pvt. Ltd

- Vide bank transfer bearing UTR no. IDIBR52022080329534123 in favour of Mr. Amit Saxena; an amount of Rs. 50,00,000/- (Rupees Fifty Lakh Only), dated 03/08/2022;
- b. Vide bank transfer bearing UTR no. IDIBR52022080429547199 in favour of Mayfair Resorts (India) Ltd; an amount of Rs. 50,00,000/-(Rupees Fifty Lakh Only), dated 04/08/2022.

DUE DILIGENCE

- a. The DEVELOPER / SECOND PARTY has done their due diligence, checked all the documents and records and is fully satisfied that;
 - the SAID PROPERTY is the self-acquired plot of the OWNER /
 FIRST PARTY and the OWNER / FIRST PARTY has full right,
 absolute authority to sell, collaborate, dispose of and transfer the
 same in whole or in parts and no one else except the OWNER /
 FIRST PARTY has any right, title or interest in the SAID
 PROPERTY.
 - ii. the SAID PROPERTY is free from all sorts of encumbrances and except for the OWNER / FIRST PARTY no other person has any right, title or interest in the said plot in any manner whatsoever and the OWNER / FIRST PARTY has full power and authority to sell and transfer the SAID PROPERTY and to enter into this agreement.

MAY FAIR RESORT (INDIA) LTD.

For Galaxy Management Scholone Pvl. Ltd.

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Director

- iii. the **SAID PROPERTY** is free from all kinds of encumbrances such as, gift, mortgage, disputes, litigation, acquisition, requisition, attachment in the decree of any court, lien, court injunction notices, claims, demands, will, Trust, Exchange, Lease, Loan, Surety, Security, Stay order.
- iv. there is no order of attachment by the Income Tax Authorities or any other authorities under law for the time being in force or by any other authority nor any notice of acquisition or requisition has been received in respect of the SAID PROPERTY.

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- there is no legal impediment or bar whereby the **OWNER** / **FIRST PARTY** can be prevented from selling, transferring or entering into any contract with any person or persons.
- vi. That there is no notice of default or breach on the part of the OWNER / FIRST PARTY his predecessors in interest of any provisions of law in respect of the SAID PROPERTY.
- vii. That the **OWNER / FIRST PARTY** is in exclusive possession of the **SAID PROPERTY** and no other person or party has any right, title, interest or share therein.
- viii. That the **SAID PROPERTY** is not subject matter of any HUF and that no part of the **SAID PROPERTY** is owned by any minor.

For Galaxy Management Solutions Pvt. Lto.

MAY FAIR RESORT (INDIA) LTD.

Director

DIRECTOR

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- ix. That there are no reservations affecting the SAID PROPERTY and the SAID PROPERTY falls within the residential zone and there are no impediments in carrying out construction thereon.
- X. That the **OWNER / FIRST PARTY** have previously in 2014 to March 2016 constructed a partial structure of BLOCK A/TYPE A with their own funds and had stopped work thereafter. Now the said structure has been valued by the **DEVELOPER / SECOND PARTY** for purpose of weightage when deciding the portion of profit due to the **OWNER / FIRST PARTY** on this account.

That the **OWNER / FIRST PARTY** has paid any taxes and levies due on the land till the date of the signing of this agreement.

THE CONTRIBUTION OF THE OWNER / FIRST PARTY AND
THE DEVELOPER / SECOND PARTY UNDER THE JOINT
VENTURE:

a. The primary obligation and contribution of the OWNER / FIRST PARTY shall be to bring into this joint venture the SAID PROPERTY, which the OWNER / FIRST PARTY hereby does with the execution of this Agreement.

MAY FAIR RESORT (INDIA) LTD

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DIRECTOR

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b. The primary obligation and contribution of the DEVELOPER / SECOND PARTY shall be to invest all monies in terms of this Joint Venture Agreement and other resources as the DEVELOPER / SECOND PARTY may deem necessary for, and to undertake and complete, the SAID PROJECT strictly as per agreed specifications, timeline for completion and in compliance of laws pertaining to the development of the said villa project.

c. After execution of this Agreement, the **DEVELOPER** / SECOND PARTY shall invest an amount as may be required towards development cost of the SAID PROJECT till the completion of the SAID PROJECT within agreed timeline. Also, the **DEVELOPER** / SECOND PARTY post satisfactory completion of the Villas shall obtain Completion certificate & Occupancy certificate from the concerned Government bodies.

d. Post obtaining the Occupancy certificate the DEVELOPER / SECOND PARTY at it's own cost shall get the Electrical transformers, main supply cables, sub-station (RMU installed and individual Villa electrical meters installed in each and

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every villa as per agreed electrical load calculation. Also, the **DEVELOPER / SECOND PARTY** at it's own cost shall provide & activate individual PWD water meters with water supply line.

e. The **DEVELOPER** / **SECOND PARTY** at it's own cost shall develop all the external common area in the project, including but not limited to internal tared road, streetlights, rainwater dains, rainwater harvesting, retaining wall, horticulture, STP plants, sewage lines, soak pit main access gate Guard hut and maintenance hut/yard.

7. RIGHTS OF PARTIES IN RESPECT THEREOF:

7.1. In consideration of the respective promises, obligations and contributions as aforesaid and after obtaining the Completion certificate and Occupancy Certificate by the DEVELOPER / SECOND PARTY:

- The OWNER / FIRST PARTY shall get;
 - i) 40% of the built up saleable area in the SAID PROJECT equivalent to Eight (8) nos. of VILLAS

MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

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Director

identified as Villa No. 3, Villa No. 7, Villa No. 8, Villa No. 10, Villa No. 12, Villa No. 15, Villa No. 17, Villa No. 22 and 80% undivided share / right in the additional villa identified as Villa no. 21 in the plan annexed hereto and marked as **Annexure "A-2"** (hereinafter referred to as the "said premises") the built-up area of which premises is more particularly described in the **SCHEDULE - II** hereunder written.



- ii) To retain 40% proportionate undivided rights to the SAID PROPERTY corresponding to the area of the OWNER / FIRST PARTY's units.
- iii) The area of the units shall include the incidence of staircase, common passages, elevators, terrace, landings and other common areas as applicable to other units in the SAID PROJECT

ii. The DEVELOPER / SECOND PARTY shall get;

60% of the built up saleable area in the SAID

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MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

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Director

PROJECT equivalent to thirteen (13) numbers of Villas Identified as Villa No. 1, Villa No. 2, Villa No. 4, Villa No. 5, Villa No. 6, Villa No. 9, Villa No. 11, Villa No. 13, Villa No. 14, Villa No. 16, Villa No. 18, Villa No. 19, Villa No. 20 and 20% undivided share / right in the additional villa identified as Villa no. 21 in the plan annexed hereto and marked as Annexure "A-3" (hereinafter referred to as the "Developer's Premises") the built-up area of which premises is more particularly described in the SCHEDULE - III hereunder written.



- ii) To retain 60% proportionate undivided rights to the SAID PROPERTY corresponding to the area of the DEVELOPER / SECOND PARTY's units.
- iii) The area of the units shall include the incidence of staircase, common passages, elevators, terrace, landings and other common areas as applicable to other units in the SAID PROJECT.

MAY FAIR RESORT (INDIA) LTD.

For Galaxy Management Solutions Pvt. Ltd.

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8. ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE FIRST PARTY

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

A. Title:

- tenure of this Agreement and thereafter for the benefit of the Villa Purchasers, maintain the OWNER / FIRST PARTY's title to the SAID PROPERTY (subject only to the rights and entitlements of the DEVELOPER / SECOND PARTY as are set out herein) unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.
- b. The **OWNER / FIRST PARTY** shall provide a set of notarized copies of relevant title papers to the **DEVELOPER / SECOND PARTY** for their record and day to day

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MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

For Galaxy Management Solutions Pvt. Ltd.

Director

authorities. That all the original papers relating to the SAID PROPERTY in the name of the OWNER / FIRST PARTY shall be retained at the office of Mr. Amit Saxena, Owner, for specific purpose of completing formalities as stipulated in this agreement. Mr. Amit Saxena, shall be liable to make available the said original papers for inspection at Goa as & where required by the DEVELOPER / SECOND PARTY within office time and subject to 48 hours written/emailed notice or intimation.

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Mr. Sunil Bagai ?duly authorized vide board resolution of the DEVELOPER / SECOND PARTY, to act on their behalf for the purpose of this agreement and consent given and action taken by the said Mr. Amit Saxena in furtherance to this agreement and within the limitation of this agreement, shall be deemed to be consent and action taken on behalf of all the parties constituting the OWNER / FIRST PARTY and the same shall be binding on the OWNER / FIRST PARTY. The consent of the OWNER / FIRST PARTY specified in this agreement shall be construed to mean consent of the said Mr. Amit Saxena bound within the terms of this agreement.

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MAY FAIR RESORT (INDIA) LTD.

Sunitalayay.

DIRECTOR

d. After execution of this Agreement, OWNER / FIRST PARTY shall give Specific Power of Attorney to Mr. Mr.Sunil Bagai for authorizing him for executing documents for approval, Sanad, Forest Department, Panchayat Licenses, Changes in Plan of construction, upgradation in specification and for all other purposes under this agreement.

B. Approvals:

The OWNER / FIRST PARTY has provided and handed ver originals of the following permits and licences to the DEVELOPER / SECOND PARTY with respect to SAID PROPERTY, which the DEVELOPER / SECOND PARTY acknowledges receipts of the same: -

- a) SANAD Ref. No. RB/CNV/BAR/274/2007, Dated 02/06/2008.
- b) Original Construction License No. VP/UPP/Const. Lic. No. 01/2013-14/1262 this License was valid from a period of 3 year from 18/04/2013 to 17/04/2016.

For Galaxy Management Solutions Pvt. Ltd.

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MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

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- c) Technical Clearance Order Ref. No.: TPBZ/681/Paliem/3462,
 Dated 13/08/2012, this technical Clearance Order is issued based
 on the order issued by the Chief town Planner vide no.
 29/8/TCP/2012-13/RPG-21/Status/1803, dated 04/06/2012, this
 order was valid 17/04/2016.
- d) Original Construction License renewal Ref. No. VP/UPP/Ren. Const. Lic.06/16-17/944 Date 02/12/2016 for the period of two years valid upto 01/12/2019.
- e) TCP ORDER No : TPBZ/681/Paliem/TCP-16/3382, Dated 16/11/2016, renewal Order (of old technical clearance Order vide no. TPBZ/681Paliem/3462 dated 12/11/2012 is valid from 01/11/2016 to 01/11/2019.

Original New Construction License ref.

VP/UPP/Const.Lic.No.03/2019-20/465, date 02/08/2019, this

License is valid from 03/07/2019 to 30/07/2022, with approved plans and layout of Six buildings and other common area etc.

- g) Technical Clearance Order No: TPBZ/681/PAL/TCP-19/416, this technical clearance order is issued based on the order issued by Secretary (TCP) vide no. 29/8/TCP/2018(Pt.File)/1672 dated 13/08/2018, This Order is Valid 30/07/2022,
- h) **HEALTH N.O.C No.:** PHC/ALDONA/NOC/-Construction/2018-19/1964, Dated 06/03/2019

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- i) PWD N.O.C No.: PWD/SDII/PHE-N/F.10/132 , Dated 10/05/2019 for Water connection
- j) PWD N.O.C No.: ADM.49/2019-20/SD-II/WD-VII (NH) PWD/108, for dumping Construction debris.
- k) Electricity Department N.O.C No.: AE/III(R)/O&M/18-19/TECH-16/93 Dated 26/04/2019.
- Pollution CTE NOC: OCMMS ID: R2019N8821 (online applied). Along with these licenses, grants and permissions the OWNER / FIRST PARTY assures to procure and provide to the DEVELOPER / SECOND PARTY within sixty working days of signing of this agreement the followings:

All latest renewals of licenses/grants wherever required pertaining to SAID PROPERTY listed above at the cost of OWNER / FIRST PARTY.

b) AT the cost of OWNER / FIRST PARTY, revised approval drawing /fresh approval drawings for SAID PROPERTY from TOWN COUNTRY PLANNING DEPARTMENT, MAPUSA, GOA (TCP) as per licensed architect blue prints / drawing, along with required submission certificate of architect and liability certificate of licensed structural engineer along with necessary forms handed over by DEVELOPER / SECOND PARTY today on the execution of this agreement.

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DIRECTOR

- c) AT the cost of OWNER / FIRST PARTY, revised / fresh Construction license issued by the Village Panchayat Ucaccism /Paliem (Bardez) in reference to SAID PROPERTY.
- d) That it is clearly understood between the parties that in case the TCP rejects or ask for modification of plan submitted for approval. The sixty working days clock will reset and start afresh when such revised submission drawings and certificates are handed over to the OWNER / FIRST PARTY by the DEVELOPER / SECOND PARTY.



- e) At the cost of the DEVELOPER / SECOND PARTY, the OWNER / FIRST PARTY shall extended support and help in obtaining the completion certificate and occupancy certificate after successful completion of the project.
- The OWNER / FIRST PARTY shall fully co-operate with the DEVELOPER / SECOND PARTY, at the cost of the DEVELOPER / SECOND PARTY, in discharging of the obligations of the DEVELOPER / SECOND PARTY to develop the SAID PROPERTY as provided herein and on terms and conditions appearing herein.
- g) The **OWNER / FIRST PARTY** shall be liable to convey the undivided rights corresponding to the "developer"

For Galaxy Management Solutions Pvt. Ltd.

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premises" in the SAID PROPERTY in favour of the DEVELOPER / SECOND PARTY or their nominees/assigns or prospective purchasers after receipt of the Occupancy Certificate in respect of the Project land. Provided that all costs and expenses incidental thereto shall be borne and paid by the DEVELOPER / SECOND PARTY or the purchasers of premises in the said Complex, as the case may be.

9. ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE SECOND PARTY

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

9.1. The DEVELOPER / SECOND PARTY with the consent of the OWNER / FIRST PARTY shall be responsible for planning and designing of the said Complex and the premises therein.

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9.2. The DEVELOPER / SECOND PARTY with the written approval of the OWNER / FIRST PARTY shall be entitled to modify the plan already submitted to/approved by the concerned authorities or submit fresh plans from time to time as may be decided by the DEVELOPER / SECOND PARTY without materially affecting the benefits accruing to the Project and the Parties herein.

PROPERTY inter alia by full exploitation of the Development

Potential thereof, strictly as per the plans sanctioned and approved by the competent authority and in compliance with all applicable local laws/rules and regulations of the said authority;

9.4. The **DEVELOPER** / **SECOND PARTY** shall be at liberty to develop the **SAID PROPERTY** either by self or by entrusting the work or any part thereof to any contractor. However, the **DEVELOPER** / **SECOND PARTY** shall be responsible for due performance of its contractors and appointees and the **DEVELOPER** / **SECOND PARTY** shall ensure that indemnities assured to the **OWNER** / **FIRST PARTY** by the

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DEVELOPER / SECOND PARTY in this agreement shall be fulfilled by such contractors and appointees working on the DEVELOPER / SECOND PARTY's behalf.

- 9.5. The DEVELOPER / SECOND PARTY shall appoint architects, RCC consultant, landscaping consultants and all other professionals of necessary experience and expertise.
- implementation of the Project as provided herein) the FAR is increased / or purchase of the same is possible with suitable permission/sanction from the Town & Country Planning Authority/ Statutory Authority to construct additional built area in the said complex or on the SAID PROPERTY ("Additional FAR"), the benefit of the said additional built area shall accrue to the OWNER / FIRST PARTY in the same proportion as is provided herein in respect of the present agreement.
- 9.7. The DEVELOPER / SECOND PARTY shall register the said project with RERA authorities and shall be the sole promoter for the said project. The DEVELOPER / SECOND PARTY shall comply with all the requirements of RERA.
- 9.8. In terms of compliance of RERA ACT 2016 the DEVELOPER
 / SECOND PARTY shall maintain an ESCROW account in

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which all Booking advance from sale of Individual villa shall be deposited. This will also include parking charges, external development charges, preferential charges, extra area charge etc., except only GST collected, Lawyers Fee, Stamp Duty Collected, water connection and electrical meter charges, society formation charges, deposit for society. After maintaining the mandatory threshold of 70% of current project cost at each stage in accordance to RERA, the DEVELOPER / SECOND PARTY can utilise the funds as per the terms of this agreement. Monthly bank statements of this ESCROW Account with a duly audited quarterly threshold limit report by OWNER / FIRST PARTY's approved Auditors, with list of villas sold and advance collected during the period of Audit will be regularly supplied by the DEVELOPER / SECOND PARTY during the full tenure of the construction. Once the project development reaches a stage where the 70% threshold limit on this account is no longer applicable, the DEVELOPER / SECOND PARTY will then continue to complete the balance project prior to removal of any further funds from the total collected till completion.

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9.9. After completion of the project and receipts of Completion

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Certificate & Occupancy Certificate for all villas the DEVELOPER / SECOND PARTY shall get the requisite electrical load sanctioned and commissioned in this project with individual electricity meter for each villa owner and common area electricity meters, water lines into individual supplies from water wells or from the PWD as the case maybe with separate water meters for each and every villa owner in this project. Separate Electricity Meters & water meters as required shall be provided for the Common Area & common facilities.

9.10. Unless prevented by force majeure or reasons beyond the DEVELOPER / SECOND PARTY's control such as acts of God, War, Riots, etc. the DEVELOPER / SECOND PARTY undertake to complete and/or cause to be completed the construction of the Villas on the SAID PROPERTY in all respects and obtain the completion certificate & Occupancy certificate at its own cost, within 36 months from the date of obtaining all permissions from competent authorities under the Building Rules and Regulations. Also, if the DEVELOPER / SECOND PARTY decides to develop these Villas in phases, then the DEVELOPER /

SECOND PARTY can apply for partial completion and partial

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occupancy subject to all licenses are renewed as and when required. The DEVELOPER / SECOND PARTY shall build, complete and take Completion and Occupancy Certificate in all respect of the total villas envisaged to be built in this agreement and carry out external development work, including operational sewage, STP and water line, electrification, parking, internal roads & street lighting, retaining walls, external development of common land on or before the expiration of the first 36 months from date of receipt of Government approval drawings , permission and licenses to start construction activity . A further extension of 12 months will be given by the OWNER / FIRST PARTY to complete the project subject to compliances/extensions of all permissions and license of the project at the COST OF DEVELOPER / SECOND PARTY. All such phased development if chosen should be clearly mentioned in the brochure, marketing kits strictly as per guidelines and approval of RERA Act 2016.

9.11. The DEVELOPER / SECOND PARTY shall obey all Laws, Byelaws, regulations, conditions of the Local and Municipal Authorities, RERA ACT 2016, Pollution Control Board in respect of the Buildings constructed on the Plot, Marketing efforts including but not limited to brochure, electronic media hoarding etc., advance booking,

For Galaxy Management Solutions Pvt. Ltd.

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Agreement to Sell for individual buyers and undertake not to infringe any of the rules, regulations and bye-laws pertaining to the construction and Sale of villas in the buildings. In case of non-performance or non-observance of any such rules, regulations, conditions, bye-laws, then the entire liability arising on this account shall be incurred and discharged by the DEVELOPER / SECOND PARTY, who shall keep the OWNER / FIRST PARTY indemnified and harmless against all costs, damages, actions, claims, demands on this account.

9.12. The DEVELOPER / SECOND PARTY shall be solely responsible for workers working at the construction site, directly or indirectly employed thru contractors. The DEVELOPER / SECOND PARTY shall use adequate safety harness, equipment etc. to ensure the safety of the workers at the construction site. The DEVELOPER / SECOND PARTY shall enroll/comply with Building and Other Construction Worker's (Regulation of Employment and Conditions of Service) Act 1996 or any other statutory compliance required by the Labour Department of Goa. The DEVELOPER / SECOND PARTY shall be solely responsible for all constructions, non-construction related activities and accidents at the construction site of the

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proposed Project / SAID PROPERTY. The DEVELOPER / SECOND PARTY expressly agree to wholly absolve and keep indemnified the OWNER / FIRST PARTY against any civil, Criminal, financial or any other liability to each and every such case of accident(s).

9.13. Unless the DEVELOPER / SECOND PARTY do or omit any act or deed which is contrary to this agreement or commit a breach of this agreement, the OWNER / FIRST PARTY will not interfere or obstruct the execution, construction or completion of the Project in any manner.

APPROPRIATION OF PROCEEDS OF SALE

The proceeds from booking received from the SAID PROJECT shall be appropriated and/or adjusted in terms of the allotment of the units to the respective parties in as much as if the booking is in respect of the units of the DEVELOPER / SECOND PARTY, then the amount will be appropriated by the DEVELOPER / SECOND PARTY and if the booking is in respect of the units allotted to the OWNER / FIRST PARTY, then the amount will be appropriated by the OWNER / FIRST PARTY.

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DIRECTOR

For Galony Management Solutions PM. LM.
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11. TAXES

a. All rates, taxes, charges, assessments, duties, land revenue and other outgoings in respect of the entire property upto the date of execution of this Agreement have been paid by the OWNER / FIRST PARTY. In the event that such charges have not been paid by the OWNER / FIRST PARTY, the OWNER / FIRST PARTY undertakes to pay the same immediately.

Further the **OWNER / FIRST PARTY** represent and warrant that they will be responsible and liable for the payment of all rears or outstanding rates, taxes, charges, assessments, duties, arrears and outgoings in respect of the entire property for the period upto the date of execution of this Agreement.

All rates, taxes, charges, assessments, duties, land revenue and other outgoings relating to the area occupied by the developmental property after the date of the execution of the Agreement shall be borne by the **DEVELOPER / SECOND PARTY**.

b. The GST shall be borne by the respective parties as applicable by competitive tax authority.

12. VARIATIONS IN PLANS.

The DEVELOPER / SECOND PARTY with the written approval

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DIRECTOR

For Galaxy Management Solutions Dut. Ltd.

of the **OWNER / FIRST PARTY** shall carry out such variations and alterations in the SAID PROJECT, building plans or in the layout of the Villas including relocating the open space/all structures/ buildings/ garden spaces and /or varying the location of the access of the SAID PROJECT, as the exigencies of the situation and the circumstances of the case may require.

OWNER / FIRST PARTY is entitled to revise the specifications relating to the exterior of the SAID PROJECT and/or all common structures, areas, amenities in and around SAID POJECT within the framework of RERA guidelines as poplicable and before booking for sale any villa(s) in the proposed project.

13. COMPLETION OF PROJECT

a. The DEVELOPER / SECOND PARTY shall do all that is necessary to complete the project within 36 months from the date of the OWNER / FIRST PARTY validating the approvals as

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per plan submitted by **DEVELOPER / SECOND PARTY** in terms of the agreement subject to an extension of 12 months of grace period and shall comply with the terms and obligations.

b. The **DEVELOPER** / **SECOND PARTY** shall be bound by the construction schedule which is more particularly described in the annexure appended hereto and marked as "SCHEDULE — <u>V"</u>. The construction schedule shall be binding on the **DEVELOPER** / **SECOND PARTY** unless extended by mutual consent.

c. The **DEVELOPER** / **SECOND PARTY** hereby agrees and undertakes that the said project shall be completed in terms of this Agreement even if no bookings are made for the SAID PROJECT.

- d. In respect of the delivery of possession of the SAID PREMISES by the DEVELOPER / SECOND PARTY to the OWNER / FIRST PARTY:
 - i) The same shall be done only after the DEVELOPER /

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SECOND PARTY has obtained an occupancy certificate from the concerned authority in respect of the unit(s) to be handed over.

ii) The DEVELOPER / SECOND PARTY shall inform the OWNER / FIRST PARTY in writing, unless the OWNER / FIRST PARTY waive this requirement in writing or by courier , by Registered A.D. Post calling upon the OWNER / FIRST PARTY to take possession of the SAID PREMISES and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter.



- writing by the OWNER / FIRST PARTY to the DEVELOPER / SECOND PARTY and the actual delivery of possession shall be given to the OWNER / FIRST PARTY, or their agent, signing and handing over the letter of acknowledgement to DEVELOPER / SECOND PARTY.
- iv) In the event, the OWNER / FIRST PARTY refuse, fail or

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neglect to take delivery of possession of any or all of the units within 15 days from the date of receipt of the aforesaid letter, without justifiable and reasonable cause, the **DEVELOPER** / **SECOND PARTY** shall be deemed to have fulfilled his obligation under this agreement and in law in respect of handing over the SAID PREMISES on the expiry of the 15 days from the date of receipt of the said letter.

OWNER / FIRST PARTY shall at the time of taking delivery of the SAID PREMISES, to inspect, verify, the SAID PREMISES or cause the same to be inspected, verified, and satisfy themselves that the SAID PREMISES is complete in all respects and free from all defects or deficiencies. The letter acknowledging delivery of possession shall signify, and will be treated as an acknowledgment, that the OWNER / FIRST PARTY are satisfied with the quality of construction of SAID PREMISES and of the common areas, and that the same is free from all defects and deficiencies and is complete in all respects.

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If within a period of five years from the date of handing over possession of the Villa(s) to the OWNER / FIRST PARTY or THEIR PURCHASERS/ASSIGNS/NOMINEES and or DEVELOPER / SECOND PARTY or their PURCHASERS/ASSIGNS/NOMINEES (hereinafter in this clause are called "Purchaser"), the Purchaser brings to the notice of the DEVELOPER / SECOND PARTY any structural defect in the Villa or the building in which the Villa is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the DEVELOPER / SECOND PARTY at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the **DEVELOPER** / SECOND PARTY, compensation for such defect in the manner as provided under the RERA Act. In case the Purchaser carry out any work within the Villa after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Villas, then in such an event the DEVELOPER / SECOND PARTY shall not be liable to rectify or pay compensation. But the **DEVELOPER / SECOND PARTY** may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc., shall not be considered as defective work.

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For Galaxy Management Solutions Pvt. Ltd.

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vii) The DEVELOPER / SECOND PARTY shall not incur any liability if the DEVELOPER / SECOND PARTY is unable to deliver possession of the SAID PREMISES or delays in making payment as aforesaid within the time stipulated above if the construction or completion thereof or the payment is delayed by reasons of non-availability of material or by reason of war, civil commotion or any act of God or if the non-delivery of possession is due to or is a result of any Act, Rule, Regulation, Notice, Order, Notification or Circular of the Government of Goa or the Central Government or due to any legal proceedings in any court/tribunal, and/or any competent authority or other reasons beyond the control of the DEVELOPER / SECOND PARTY and in any of the aforesaid events, the DEVELOPER / SECOND PARTY shall be entitled to a reasonable extension of time for handing over/delivery of the possession of the SAID PREMISES or making the payment.

viii) Upon receipt of approval, license, grant of permission from GOA RERA. The **DEVELOPER / SECOND PARTY** can activate its sale & marketing effort. Further, solicit and take booking of villa's from prospective buyers, execute

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agreement to sale with or without construction linked plan, receive advances, but all within the limitation of the GOA RERA ACT. Upon receipt of Completion & Occupancy certificate, for the full project including the share of both the OWNER / FIRST PARTY AND THE DEVELOPER / SECOND PARTY in the SAID PROJECT. Both the parties shall be free to deal with and dispose of their respective unit(s) by virtue of Deed of Sale, Conveyance Deed, Gift Deed, mortgage Deed or any other transfer deed to part rights of their Villas and undivided proportionate share of land in the SAID PROJECT. and receive final consideration amount thereof, including earnest money or deposit and do all that is necessary in this regard, subject to: Each party shall join as a confirming party to the Memorandum(s) of Understanding; Agreement(s) Deed(s) etc. executed by the other party with the prospective purchaser and do all that is necessary in this regard.

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For Golding Monagement Solutions Pvt. Ltd.

PROPERTY shall be joint and impartibly and the parties shall not be entitled for demarcation or partition of their right in or to the land of the SAID PROPERTY.

FIRST PARTY from their SAID PREMISES shall be exclusively for, and be retained by, the OWNER / FIRST PARTY themselves and similarly all monies or other benefits received by the DEVELOPER / SECOND PARTY from their premises/ unit(s) in the SAID PROJECT shall be exclusively for, and be retained by, the DEVELOPER / SECOND PARTY / SECOND PARTY for itself.

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The OWNER / FIRST PARTY and their nominees, assigns, buyers and the DEVELOPER / SECOND PARTY, their buyers, nominees or assigns, from the date of delivery of possession shall not do or suffer to be done anything to the external look of the SAID PREMISES, or any party thereof, and shall not change or alter the externals of the SAID PREMISES or the building or any part thereof.

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For Galery Management Solutions Pvl. Ltd.

buyers and the DEVELOPER / SECOND PARTY, their buyers, nominees or assigns shall be bound to maintain the externals of the SAID PREMISES in uniformity with the other unit(s) of the SAID PROJECT as regards the colour, woodwork, grills etc, unless otherwise permitted in writing by the DEVELOPER / SECOND PARTY. No personal sign boards shall be erected on the façade of the building except the project name

buyers and the DEVELOPER / SECOND PARTY, their buyers, nominees or assigns hereby covenants that they shall not do anything which has the effect of causing disturbance or interference with the common areas in the project and shall ensure that no chaining of animals, birds, etc. or storage of cycles, motorcycles shall be undertaken in the common areas.

xiv) The OWNER / FIRST PARTY and their nominees, assigns,

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For Galaxy Management Solutions Pvl. Ltd.

buyers and the DEVELOPER / SECOND PARTY, their buyers, nominees or assigns shall not indulge in any acts which shall cause any blockage in any manner to the common areas.

xv) In the event, the PROJECT is completed under the circumstances mentioned above;

The DEVELOPER / SECOND PARTY shall get i)

On ownership basis, premises equivalent to 60% of the total built up area of the SAID PROJECT equivalent to thirteen (13) number of Villas and 20% share in the additional Villa identified as Villa no. 21 along with proportionate undivided rights in the said land.

The OWNER / FIRST PARTY shall get-

On Ownership basis, said premises equivalent to 40% of the total built up area of the SAID PROJECT corresponding to Eight (8) number of

DIRECTOR

For Galaxy Mana



VILLAS identified as Villa No. 3, Villa No. 7, Villa No. 8, Villa No. 10, Villa No. 12, Villa No. 15, Villa No. 17, Villa No. 22 and 80% undivided share / right in the additional Villa identified Villa no. 21 along as proportionate undivided rights in the said land; and

Rs. 1,00,00,000/- (Rupees One Crore only) on execution of this Agreement.

Her allotment of units in terms of this Agreement, in respect of their respective premises/ units in the SAID PROJECT, the DEVELOPER / SECOND PARTY and OWNER / FIRST PARTY shall execute the necessary documents/instruments of allotment of units including transfer of corresponding undivided rights in the SAID PROPERTY by the OWNER / FIRST PARTY in favour of the DEVELOPER / SECOND PARTY or their nominee, buyers or assigns.

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f. Upon completion of the project, the DEVELOPER / SECOND PARTY and OWNER / FIRST PARTY shall execute necessary documents/instruments for sale of units in favour of respective Purchasers of the units along with proportionate undivided rights in the said land. For Gataxy Management Saturity

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g. The **OWNER / FIRST PARTY** and their nominees, assigns, buyers and the **DEVELOPER / SECOND PARTY**, their buyers, nominees or assigns (herein after for this clause called as purchaser) shall make sure that the Purchaser shall use the Villa or any part thereof or permit the same to be used only for purpose of residence and the Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle.

14. FORMATION OF ENTITY:

a. The **DEVELOPER / SECOND PARTY**, or the Purchaser along with other Purchaser(s) of the Villa(s) form a co-operative maintenance society or LLP for maintenance as per guidelines of RERA ACT 016 for maintaining the said land and Villas in the SAID PROJECT and for this purpose from time-to-time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society, LLP, ENTITY.

b. The **OWNER / FIRST PARTY** and/or its transferees shall execute a maintenance agreement with the **DEVELOPER /**

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SECOND PARTY and/or its nominee which maintenance agreement shall be drawn and finalized by the DEVELOPER / SECOND PARTY within the framework and guidelines of RERA ACT 2016.

- c. The OWNER / FIRST PARTY and their nominees, assigns, buyers and the DEVELOPER / SECOND PARTY, their buyers, nominees or assigns hereby covenants and undertakes to pay the maintenance charges, electrification charges, infrastructure charges, security charges as may be levied by the DEVELOPER / SECOND PARTY and/or its agency. The OWNER / FIRST PARTY and/or its transferees shall diligently make all the payments as and when demanded by the DEVELOPER / SECOND PARTY and/or its maintenance agency.
- d. When a decision in this matter is taken, the respective parties shall sign all form(s), application(s), deed(s), and other document(s) as may be required for the formation of the maintenance entity.

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For Galaxy Management Solutions PVI. Liu.

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e. The DEVELOPER / SECOND PARTY assures and commits to transfer all collected interest free maintenance deposit from each & every buyer, nominee of the villas sold whether the Villa belonged to the kitty of the OWNER / FIRST PARTY or DEVELOPER / SECOND PARTY to this maintenance entity within 60 days of receipt of occupancy certificate.

15. INCREASE IN FAR

a. In the event, before the execution of the final sale deed(s), the FSI/FAR presently allowed to the SAID PROPERTY is increased or decreased or any other or further benefits/restrictions are granted/imposed by law or any authority in respect of the SAID PROPERTY, all such benefits/restrictions shall be shared by the DEVELOPER / SECOND PARTY and the DEVELOPER / SECOND PARTY and the DEVELOPER / SECOND PARTY in the ration of 40/60 (OWNER / FIRST PARTY / SECOND PARTY).

16. TERMINATION:

a. In the event the OWNER / FIRST PARTY fails to comply with condition stipulated in this AGREEMENT above and/or in the event the approval for the said project is not validated by the

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concerned authority for reasons not attributable to the DEVELOPER / SECOND PARTY and/or in case any objection is received from any person against the SAID LAND, this Joint Venture and/or the development not attributable to the DEVELOPER / SECOND PARTY thereof has the effect of disturbing or frustrating this agreement or in any manner impeding the development of the SAID LAND the DEVELOPER / SECOND PARTY shall be entitled to terminate this Agreement for Joint Venture by giving the OWNER / FIRST PARTY a one month notice in writing to this effect and upon expiry of one month, the Agreement shall stand terminated ar all effective and practical purposes and the OWNER /

FIRST PARTY shall be liable to refund all the monies paid and/or invested under this AGREEMENT within a period of 30 days from receipt of the notice.

b. In the event, after commencement of construction, the DEVELOPER / SECOND PARTY is not in position to comply with the construction schedule and violates the same, the OWNER / FIRST PARTY shall issue a notice to the DEVELOPER / SECOND PARTY calling upon the DEVELOPER / SECOND PARTY to remedy the breach within a period of 60 days. If

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OWNER / FIRST PARTY is entitled to forfeit the deposit of Rupees One Crore only and shall complete the project by itself or through a third party or complete the project by itself or through a third party and shall be entitled of the DEVELOPER PREMISES and upon completion of the same, the OWNER / FIRST PARTY shall effect payment to the DEVELOPER / SECOND PARTY of all monies payable to the DEVELOPER / SECOND PARTY on the basis of valuation carried out by the valuer of the works done by the DEVELOPER / SECOND PARTY which valued amount shall be paid after deduction of the forfeiture amount.

In case of any non-compliance or non-observance of any rule, law or regulations or terms of this agreement, liability in terms of defective and poor workmanship, structure stability and henceforth with reference to this project development the entire liability in this behalf will be of the DEVELOPER / SECOND PARTY, who shall incur and discharge the same. The DEVELOPER / SECOND PARTY shall indemnify and keep indemnified the OWNER / FIRST PARTY against all claims, damages, losses, demands, resulting from such non-

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For Galaxy Management Solutions Pvt. Ltd.
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DIRECTOR

compliance or non-observance of any rule, law regulation of terms of this agreement and defective workmanship, structure stability and henceforth with reference to this project until five years past the last occupancy certificate partial (if any) received by the **OWNER / FIRST PARTY** on behalf of this project.

d. In the unlikely event of a liquidation process being initiated against the DEVELOPER / SECOND PARTY's company with reference to this development project during the tenure of construction, Completion and Final Occupancy of the buildings of this project. The OWNER / FIRST PARTY shall determine the balance due to them in such a scenario based on market value prevalent at that time for a finished villa in this area ethrough Government Approved Valuators & Surveyors in terms of carpet area sale due to them, in total Sale of the Villas in the Project deducting (if any) advances received during the construction process. This outstanding could be treated as a "secured interest" in the said Liquidation process as covered under the Insolvency & Bankruptcy Code 2016 including all its amendments Insolvency The Bankruptcy & (amendment) Bill 2019.

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DIRECTOR

For Galaxy Management Solutions Pvt. Ltd.
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e. The OWNER / FIRST PARTY agrees & accepts to treat & reclassify their above "secured interest" in such a scenario under "Insolvency & Bankruptcy Code 2016, including all its amendments & " The Insolvency & Bankruptcy Code (amendment) Bill 2019, as defined in Section 52 (1) (a) and accept the "Hierarchy of Payments" as defined for "Secured Creditors" as per Section 53 of the Insolvency & Bankruptcy Code 2016 and as amended from time to time.

if any defect is found in the title of the OWNER / FIRST PARTY to the SAID LAND and/or in the present agreement and/or the OWNER / FIRST PARTY is ever dispossessed from and/or prevented from undertaking the development of the SAID LAND, any part thereof, then the OWNER / FIRST PARTY agree and undertake at all times, to indemnify and keep indemnified the DEVELOPER / SECOND PARTY herein and his transferee/assigns against any loss, damage, cost, charges, expenses, suffered by the DEVELOPER / SECOND PARTY on account of any defect in title of the OWNER / FIRST PARTY or fault of the OWNER / FIRST PARTY or any breach of the covenants.

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- 18. The OWNER / FIRST PARTY do hereby declare and assure the DEVELOPER / SECOND PARTY that:
 - a. The **OWNER** / **FIRST PARTY** have not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID LAND, nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID LAND in any manner whatsoever, to any person other than the DEVELOPER / SECOND PARTY.
 - b. The SAID LAND or any part thereof is not a subject matter of any pending litigation.
- c. The SAID LAND or any part thereof is not a subject matter of acquisition under the Land Acquisition Act 1984, Requisition Act, Defence of India Act or C.A.D.A. area.
- d. The SAID LAND or any part thereof was never a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal.
- e. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID LAND.
- f. No easements or right of way run through or over the SAID LAND.

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Nitjosavay 4 DIRECTOR

For Galaxy Management Solutions Pvt. Ltd.

- g. No Order of any Court, Tribunal or Authority prohibits or impedes the beneficent use of the SAID LAND for construction or any other activity.
- h. That the SAID LAND is fit for development and there is no disability or restriction on development of the SAID LAND or construction thereon.

19. MISCELLANEOUS

a. The **OWNER / FIRST PARTY** may execute a Notarised Specific Power of Attorney in favour of the **DEVELOPER / SECOND**PARTY for the purpose of development of the SAID LAND and sale of the developer premises.

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- b. The respective rights and obligations of each party shall continue and subsist even after the completion of the SAID LAND and/or the lapse of this Joint Venture.
- c. The **OWNER / FIRST PARTY** does hereby undertake that they shall at all times hereafter do, perform, execute or cause to be done, performed and executed all such acts, deeds and things whatsoever which may be necessary for further, better

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and more perfectly every part thereof for development of the SAID PROJECT or according to the intent and meaning of this Agreement or as reasonably required by the **DEVELOPER** / SECOND PARTY.

- d. Nothing contained in this Agreement shall be construed to be a partnership between the parties except as provided in the clauses hereinabove nor shall anything contained in this Agreement be construed to create a relationship of a principal and agent between the parties nor will the DEVELOPER / SECOND PARTY be treated as a consumer qua the OWNER / FIRST PARTY in respect of the SAID PREMISES or the OWNER / SECOND PARTY treated as consumer qua the DEVELOPER / SECOND PARTY in respect of the SAID PROPERTY.
- e. The parties hereto are entitled to specific performance of the terms of this agreement.
- f. All letters, notices, communications to the DEVELOPER / SECOND PARTY and the OWNER / FIRST PARTY, by or under this agreement or otherwise shall be addressed at the

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For Galaxy Management Solutions Pvt. Ltd.

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

covenants in connection with these presents, arising out of or in relation to anything contained herein shall be referred to a mutually agreed upon single Arbitrator for Arbitration; in accordance with the terms of Indian Arbitration and Conciliation Act, 1996 with any amendment or enactment thereto. All disputes in relation to this Agreement shall be governed in accordance with the laws of India. The Arbritation process will be held at Goa and the cost associated with the arbitration shall be borne by the party initiating the arbitration. In case of any dispute the Jurisdiction of Courts of Goa shall be applicable.

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For Galaxy Management Solutions Pvt. Ltd.

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Director

- h. The Parties acknowledge and agree that if any of the provision of this AGREEMENT is deemed invalid, void, illegal, and unenforceable that provision stands severed from this AGREEMENT and the remaining provisions of this AGREEMENT shall remain valid and enforceable.
- i. No delay or failure of any Party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any Party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party.

Save as expressly provided in this AGREEMENT neither Party shall be deemed to have waived any of its rights or remedies whatsoever unless waiver is made in writing, signed by a duly authorized representative of that Party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

The Parties further covenant and state that this document and transaction is complying with the rules, regulations and guidelines issued under the Income Tax Act. Further the parties have complied with and undertake and covenant to continue to comply with the Income Tax Act and

f. "

MAY FAIR RESORT (INDIA) I TD.

DIRECTOR

For Galaxy Management Solutions Pvt. Ltd.

Su interapaj Director Rules and Regulations made thereunder. The Office of the State Registrar cum Head of Notary Services and the Office of the Sub – Registrar of Bardez at Mapusa shall not be responsible if any of the Parties hereto violate the above referred to provisions of the Income Tax Act and the Rules and Regulations made thereunder. Further the parties own the responsibility for the said averments that the present transaction is in compliance of the Income Tax Act guidelines.

On the execution of the present Agreement for Joint Venture
Development, though the total amount of consideration / non-refundable
deposit paid to the OWNER / FIRST PARTY is Rs. 1,00,00,000/- (Rupees
One Crore Only), the market value of the SAID PROPERTY is Rs.
4,00,00,000/- (Rupees Four Crore Only) and the PURCHASER /
DEVELOPER hereby pays the Stamp Duty @ 2.9% on the market value of
the SAID PROPERTY which is amounting to Rs. 11,60,000/- (Rupees
DEVELOPER Lakh Sixty Thousand Only) and the Registration Charges @ 3%
Development, though the total amount of consideration / non-refundable
deposit paid to the OWNER / FIRST PARTY is Rs. 1,00,000/- (Rupees
One Crore Only), the market value of the SAID PROPERTY is Rs.
4,00,00,000/- (Rupees Four Crore Only) and the Registration Charges @ 3%
Development, though the total amount of consideration / non-refundable
deposit paid to the OWNER / FIRST PARTY is Rs. 1,00,000/- (Rupees

4,00,00,000/- (Rupees Four Crore Only) and the Purchaser /
DEVELOPER hereby pays the Stamp Duty @ 2.9% on the market value of
the SAID PROPERTY which is amounting to Rs. 11,60,000/- (Rupees

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

MAY FAIR RESORT (INDIA) LTD.

FOR COLONIA SUPERIOR

Superior

DIRECTOR

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SCHEDULE - I (Description of the "SAID PROPERTY")

ALL THAT property known as "PALMAR DENOMINADO SENOICHEM BATA" or "GODINHACHEM BATA" or "DANGNESHEM BATA" admeasuring an area of 7550 sq. mts. situated at Village Paliem, within the jurisdiction of Village Panchayat of Ucassaim/Punola, Taluka and Registration Sub — District of Bardez, District North Goa, State of Goa, described in the Land Registration Office under No. 5415 at folio 315 of Book B- New 14, not enrolled in the Taluka Revenue Office, surveyed under Survey No. 40/8 of Village Paliem and the same is bounded as under:-

North :- By the Village Bastora;

South

:- By the Road;

:- By the property bearing Survey No. 40/6;

:- By the property bearing Survey No. 40/7.

SCHEDULE - II

Fill in

MAY FAIR RESORT (INDIA) ! TD.

DIRECTOR

For Galaxy Management Solutions Pvt. Ltd.

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A-2

(Areas of The "VILLAS" To Be Allotted To The "OWNER /

FIRST PARTY")

Specify area is BUA or carpet area , total the area for each party .

VILLA NOS.	AREA (M2)
Villa No. 3	153.67
Villa No. 7	139.14
Villa No. 8	146.86
Villa No. 10	153.67
Villa No. 12	139.14
Villa No. 15	153.67
Villa No. 17	164.32
80% undivided share /	141.112
right in Villa no. 21	
Villa No. 22	176.39

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For Galaxy Management Con Line Con L

<u>-/??A-3</u> (Areas of The "VILLAS" To Be Allotted To The "DEVELOPER / SECOND PARTY")

VILLA NOS.	AREA (M2)
Villa No. 1	153.67
Villa No. 2	153.67
Villa No. 4	139.14
Villa No. 5	139.14
Villa No. 6	139.14
Villa No. 9	153.67
Villa No. 11	139.14
Villa No. 13	153.67
Villa No. 14	153.67
Villa No. 16	164.32
Villa No. 18	176.39
Villa No. 19	176.39
Villa No. 20	176.39
% undivided share /	35.278
ght in Villa no. 21	000 1 (1000 Table)
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MAY FAIR RESORT (INDIA) LTD. Jehyon saxare DIRECTOR

For Galaxy Management Solutions Pvs. Ltd.
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Director

OWNER / FIRST PARTY

MS. NITYA SAXENA

[As attorney of MR. AMIT SAXENA

i.e. the OWNER / FIRST PARTY at Sr. No. 1]



L.H.F.P.

R.H.F.P.



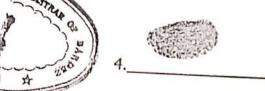


















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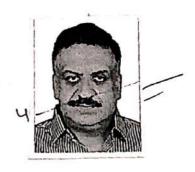
DIRECTOR

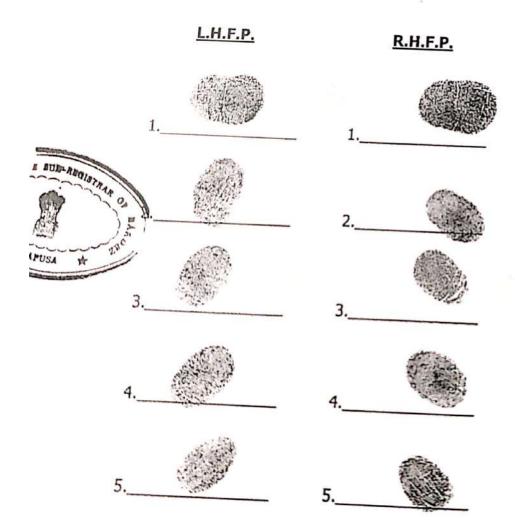
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OWNER / FIRST PARTY No. 2

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MR. GOKUL KUMAR
[As Director of
M/S. MAYFAIR RESORTS (INDIA) LIMITED]





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For Galaxy Management Solutions Pol Line.
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DEVELOPER / SECOND PARTY

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MR, SUNIL BAGAI [As Director of GALAXY MANAGEMENT SOLUTIONS PRIVATE LIMITED]

L.H.F.P.

R.H.F.P.





















MAY FAIR RESORT (INDIA) LTD.

DIRECTOR

For Galaxy Manager of Color of Color

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THE BUD-RUGISTRAR OF

WITNESSES:-

1.

ADV. BALKRISHNA VISHWANATH THALI

Resident of Flat No. UG-001, Block Q, DEVASHRI GREENS, Socorro, Alto-Porvorim, Bardez, Goa 403 501

2.

ADV. TANISHA PRADEEPKUMAR HALDANKAR

Resident of House no. 1013/1, "SAI NIWAS", Grand Peddem, Anjuna, Bardez, Goa 403 509.

MAY FAIR RESORT (INDIA) LTD.

For Galaxy Management Solutions Pvt. Ltd.

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DIRECTOR





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 05-Dec-2022 03:17:26 pm

Document Serial Number :- 2022-BRZ-5674

Presented at 03:05:39 pm on 05-Dec-2022 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 Duly	1160000
2	Registration Fee	1200000
2	Tatkal appointment fee	20000
3	Processing Fee	4720
4	Total	2384720

Stamp Duty Required :1160000/-

Stamp Duty Paid: 1160000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
Os Daylo	SUNIL BAGAI As Director Of GALAXY MANAGEMENT SOLUTIONS PRIVATE LIMITED ,Father Name:Krishan Lal Bagai,Age: 64, Marital Status: ,Gender:Male,Occupation: Business, Address1 40-81, First Floor, C. R. Park, South Delhi, Delhi, Address2 - , PAN No.:			Surilogui

Executer

Sr.N	Party Name and Address	Photo	Thumb	Signature
1	GOKUL KUMAR As Director Of MS MAYFAIR RESORTS INDIA LIMITED, Father Name: M C Kumar, Age: 60, Marital Status: ,Gender: Male, Occupation: Business, Arpora, Bardez, Goa, PAN No.:			4-7
- 1	NITYA SAXENA As Attorney Of Amit Saxena, Father Name:Amit Saxena, Age: 23, Marital Status: ,Gender:Female,Occupation: Service, A-10-12, Third Floor, Vasant Vihar, New Delhi., PAN No.: ', as Power Of Attorney Holder for AMIT SAXENA		A TOWN	N'Moot?

A 74 79 2	n22.	15:16

NGDRS: National Generic Document Registration System

Sr.NC	Party Name and Address	Photo	Thumb	Signature
3	SUNIL BAGAI As Director Of GALAXY MANAGEMENT SOLUTIONS PRIVATE LIMITED , Father Name:Krishan Lal Bagai, Age: 64, Marital Status: ,Gender:Male,Occupation: Business, 40-81, First Floor, C. R. Park, South Delhi, Delhi, PAN No.:			Sunipopu

Witness:

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

Sr.N	Party Name and Address	Photo	Thumb	Signature
1	Name: Tanisha Pradeepkumar Haldankar, Age: 25, DOB: ,Mobile: ,Email: ,Occupation: Advocate , Marital status : Unmarried , Address: 403509, House no 1013-1 SAI NIWAS Grand Peddem Anjuna Bardez Goa, House no 1013-1 SAI NIWAS Grand Peddem Anjuna Bardez Goa, Anjuna, Bardez, NorthGoa, Goa			Sp. Mark
,	Name: Balkrishna Vishwanath Thali, Age: 27, DOB: , Mobile: , Email: , Occupation: Advocate , Marital status : Unmarried . Address: 403501, Flat No. UG-001 Block Q Devashri Greens Socorro Alto Porvorim Bardez Goa, Flat No. UG-001 Block Q Devashri Greens Socorro Alto Porvorim Bardez Goa, Socorro, Bardez, NorthGoa, Goa			My

Sub Registrar

SUB-REGISTRAR

BARDEZ

Document Serial Number :- 2022-BRZ-5674



Book :- 1 Document

Registration Number :- BRZ-1-5490-2022

Date: 05-Dec-2022

Allara

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

BARDEZ

Scanned by Deepita Mair (LOC)