



**GOVERNMENT OF GOA
REGISTRATION DEPARTMENT
Office of the Civil Registrar-cum-Sub
Registrar, Bardez**



STAMP DUTY CERTIFICATE

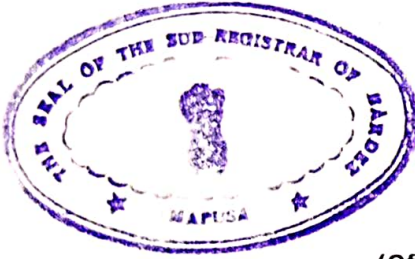
ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

Stamp Duty Of : ₹ 725000/-

(Rupees Seven Lakh Twenty Five Thousands only)

**PAID VIDE E-RECEIPT NO 202400712438 DATED :01-Oct-2024,
IN THE GOVERNMENT TREASURY.**



Sub Registrar

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

**SUB-REGISTRAR
BARDEZ**

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	202400058062
DOCUMENT SERIAL NUMBER	:	2024-BRZ-6019
DATE OF PRESENTATION	:	25-Oct-2024
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-5938-2024
DATE OF REGISTRATION	:	05-Nov-2024
NAME OF PRESENTER	:	LALIT MOHAN SHARMA
REGISTRATION FEES PAID	:	₹750000/-
PROCESSING FEES PAID	:	₹3400/-
MUTATION FEES PAID	:	N.A./-



Government of Goa
Directorate of Accounts

Opp. Old Secretariat,
Fazenda Building, Panaji Goa
Phone: 0832-2225548/21/31



Echallan No. 202400712438

e-Receipt

Department: 10 - NOTARY SERVICES

Echallan Date: 01/10/2024 08:07:53

Name and Address of Party:

EMAYA | 9923640046

Office at F 6 5 Vasant Vihar New Delhi

Service:

Stamp Duty

	Amount
Stamp Duty	₹ 725000.00

Total Amount: ₹ 725,000.00

(Rs. Seven Lakh Twenty Five Thousand Only)

Department Data:

202400058062 NOTARY|202400058062 NOTARY

Bank ref No:

CPAEHGVWX6

Status:

Success

Payment Date:

01/10/2024 15:16:24

Payment Gateway:

SBI_MOPS

Print Date: 01/10/2024 15:16:35



2024-BRZ-6019
25/10/2024

JOINT VENTURE AGREEMENT

[Signature]

EMAYA COMMERCIAL INFRA PVT. LTD.

Partner

This joint venture agreement is made and executed before the Sub-Registrar at Bardez at Mapusa on this....., day of 1st October, 2024.

BETWEEN

1. **Mrs. Rectu Durga**, 45 years of age, business, wife of Mr. Ashwani Kumar, married, PAN - , Aadhaar No. , Indian National

2. **Mr. Manav Durga**, 24 years of age, student, son of Mr. Ashwani Kumar, Unmarried, PAN - , Aadhaar No. , Indian National,

3. **Miss. Kanika Durga**, 23 years of age, student, daughter of Mr. Ashwani Kumar, Unmarried, , Aadhaar No. , Indian National, and

4. **Mr. Ashwani Kumar**, son of Mr. Dayanand Durga, 48 years of age, married, businessman, Indian National, PAN ,

Aadhaar No. , all residents of 18/A, G-8, Green View Apartment, Hari Nagar, South West Delhi 110064, Hereinafter referred as to the "**First Party**", which expression shall mean and include their legal heirs, successors, representatives, administrators, nominees and assigns, **of the FIRST PART**

The First Parties No. 1 to 3 are represented by their attorney holder, Party No. 4, Mr. Ashwani Kumar, vide Power of attorney dated 19.07.2022, executed before D.P. Dabholkar, Notary, Regd No. 763/2022, at Mapusa Bardez Goa.

AND

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1. EMAYA COMMERCIAL INFRA PRIVATE LIMITED, a Private Limited Company, duly incorporated under the Companies Act, 1956/2013, PAN [redacted], having Registered Office at F-6/5, Vasant Vihar, New Delhi-110057, through its Director Mr. Lalit Mohan Sharma, son of Mr. Inder Dev Sharma, 28 years of age, Married, business, PAN-[redacted], Aadhaar No. [redacted], Indian National, resident of C-481, Greater Noida, Alfa-1, Rampur Jagur, Gautam Budha Nagar, Uttar Pradesh 201306, presently residing at Flat No. D-1/301, Zion Square, Shalpen, Duler, Mapusa, GOA-403507, duly authorised vide Resolution passed in the meeting of the Board of Directors, Directors held on 30.09.2024, "**SECOND PARTY**", which expression shall mean and include its representatives, administrators, executors, nominees and assigns) of the **SECOND PART**

WHEREAS, the FIRST PARTY are the owners and in possession of the Property known as "CANTOR / SINCORCAND / KALIZOR", surveyed under Survey No. 67/20 of the Village of Moira, Bardez, Goa, admeasuring 3640 sq. mtrs. within the limits of Village Panchayat Moira of Bardez Taluka, Goa, hereinafter referred as "the said Property" described in the Land Registration Office of Bardez at Mapusa under No. 7129 of folio 50 of Book B-19, and inscribed under No. 4425 of folio 391 of Book G -6, found enrolled in land revenue office under No. 1789 of first circumscription and it bounded as under :- East: by property bearing survey No. 67/21, 67/21A, West:- by property bearing survey No. 67/19. North:- by Public road and south:- by Public road.

The said property was originally belonged to Fr. Sebastiao Jeronimo da Cunha and by virtue of public will dated 13th June 1879, registered at folio 167 of Book 56, Notary Gustav Adolfo

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Frais, the said property along with many other properties bequeathed to his nephew Mr. Leopoldina Santa Anna Cunha alias Leopoldina S. Anna Cunha.

Upon the death of the Leopoldina Santa Anna Cunha alias Leopoldina S. Anna Cunha, an orphanological inventory proceedings has been instituted by his wife Mrs. Maria Prisca de Andrade and by virtue of the said inventory proceeding, the property described under No. 7129 of folio 50 of Book B-19 allotted to Fr. Baldvino Heitor Sebastiao da Cunha. Fr. Baldvino Heitor Sebastiao da Cunha expired in the year 28.06.1963, in the status of bachelor.

Margarrid Cunha, daughter of late. C. P. de Cunha expired in the status of spinster in the year 12/02/2002 leaving behind will dated 13/01/1998 in favour of her sister Mrs. Mona Albuquerque and Brother Ericda Cunha.

Thereafter, upon the death of Fr. Baldvino Heitor Sebastiao da Cunha, Margarrid Cunha, Mona Albuquerque, V. M. Albuquerque and Eric Da Cunha, an Inventory proceeding bearing No. 430/2011/A was instituted and upon the said inventory proceeding their legal heirs Adrianda Cunha, Robert da Cunha, Gerard da Cunha, Michael Albuquerque, Manuela Albuquerque and Marie da Cunha acquired right and share in the said property.

Vide order dated 05/11/2016, passed in suit No. 7718/16 by the court of the additional district judge -05, south district, saket court, new Delhi, the aforementioned share of Manuela Albuquerque was allotted to Michael Albuquerque.

Upon the death of Eric da Cunha and subsequently his wife Marie da Cunha, a Notarial deed of succession dated 08/07/2013 was drawn before the civil Registrar cum sub-Registrar and Notary Ex - Officio of Bardez at Mapusa,

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Partner

recorded at pages 66 of the Notarial Book No. 85 and consequently Gerard Da Cunha Married to Nisha Da Cunha, Andrian Da cunha married to Lizanne Da cunha and Robert Da Cunha were declared as the universal heirs of late. Eric da Cunha and Marie da Cunha.

By deed of sale dated 13th August 2021, duly registered before sub – registrar of Bardez at Mapusa under No. BRZ-1-2938-2021, Book1, dated 23.08.2021, the said Gerard Da Cunha and Mrs. Nisha Da Cunha, Andrian Da cunha and Mrs. Lizanne Da cunha, Robert Da Cunha, Michael Albuquerque and Mrs. Usha Albuquerque sold the said property to Mrs. Reetu Durga, Mr. Manav Durga and Kanika Durga, owner herein above.

The **First Party** executed a Power of Attorney on 19.07.2022, which was duly notarized and assigned Registration no. 763/2022 on 22.07.2022, in Mapusa, Goa. The Power of Attorney was granted to Mr. Ashwani Kumar, son of Mr. Dayanand Durga, aged 48, married, a businessman and an Indian National with PAN-ANSPK6625L and Aadhar No. 96994560796, Mobile No. 8076068828. This authorization empowers Mr. Ashwani Kumar, among other things, to execute agreements and/or deeds concerning the mentioned property and to represent the **First Party** before the Sub- Registrar for registering such agreements, etc.

WHEREAS the **Second Party** is engaged in the business of promotion, development and construction of real estate.

AND WHEREAS the **First Party** has represented that the said property is free from all sorts of encumbrances, charges, liens, claims, lease, prior agreements etc. and except the **First Party** no other person has any right, title or interest in the said property in any manner whatsoever and the **First Party** has full power and authority to enter into this agreement.

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AND WHEREAS the **First Party**, represented by its attorney Mr. Ashwani Kumar, son of Mr. Dayanand Durga, have entered into two MOUs dated 07.11.2022 & 24.02.2023 concerning the development of the aforementioned Property and also duly executed Receipt dated 08.05.2023.

AND WHEREAS the **First Party** and the **Second Party** desire to execute a formal agreement for the development of the said property and its subsequent registration with the relevant Sub-Registrar.

AND WHEREAS the **First Party** hereby provides additional assurances, representations, and covenants to the **Second Party** as follows:

- a) The aforementioned property is guaranteed to be devoid of any encumbrances, including but not limited to prior sale, gift, mortgage, disputes, litigation, acquisition, requisition, attachment in any court decree, lien, court injunction, notices, claims, demands, Will, Trust, Exchange, lease, loan, surety, security, stay order, or prior agreement to sell, among others.
- b) No order of attachment by the Income Tax Authorities or any other authorities under the prevailing law, nor any notice of acquisition or requisition in regard to the said property, has been received.
- c) There are no legal restrictions preventing the **First Party** from selling, transferring, or entering into contracts with any individual or entity.
- d) There is no notice of default or breach on the part of the **First Party** or their predecessors in interest of any provisions of law regarding the said property.



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- e) The **First Party** holds sole ownership of the aforementioned property, free from any claim, right, title, interest, or share by any other individual or entity. However, as per the aforementioned Memorandum of Understanding dated 24.02.2023, possession of the property has been granted to the **Second Party** for its development.
- f) The aforementioned property is not a part of any Hindu Undivided Family (HUF), and no portion of it is owned by a minor.
- g) There are no reservations or encumbrances affecting the property in question, and there are no impediments to converting its land use for residential purposes, obtaining approval for construction plans, and proceeding with the development of a residential complex on the site.
- h) No outstanding government or local authority dues including any owed to municipal authorities, regardless of its nature, and Irrespective of attachments by Income Tax Authorities or any other legal obligations pertaining to the property.



If any statements or promises made by the **First Party** are found to be untrue, or if any portion or entirety of the Allocation belonging to the **Second Party** (as fully described below) is ever compromised due to a legal dispute regarding ownership or title by the **First Party**, then the **First Party** shall bear full responsibility. The **First Party** is obligated to compensate for any resulting losses incurred by the **Second Party** and will indemnify the **Second Party** against all associated costs, damages and losses.

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It is on the basis of these representations and assurances, among other considerations, that the **Second Party** has consented to enter into this Agreement under the terms delineated below.

- j). **WHEREAS** the **First Party** has agreed to develop the aforementioned property into a Residential Complex consisting of various Villas, and the **Second Party** has agreed to undertake the development, construction, and building of said Residential Complex on the specified property.
- k). This agreement is hereby mutually entered into and executed between the **First Party** and the **Second Party**, based on the terms and conditions outlined hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The subject matter of this Agreement pertains to a property known as '**CANTOR / SINCORCAND / KALIZOR**', surveyed under Survey No. 67/20 in the Village of Moira, Bardez, Goa. This property having area of 3640 square meters within the jurisdiction of the Village Panchayat Moira in Bardez Taluka, Goa. Hereinafter referred to as 'the said Property,' it is not currently described in the Land Registration Office at Bardez, nor is it enrolled in the land revenue office at Bardez. The boundaries of the property are as follows:-

EAST: Property bearing survey No. 67/21, 67/21-A.

WEST: Property bearing survey No. 67/19.

NORTH: By public road

SOUTH: Public Road



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2. The **Second Party** has already commenced the development and construction of a Residential Complex comprising Independent Residential Villas (hereinafter referred to as "**the Project**"). The plans for this project have been duly sanctioned by the Town & Country Planning Department, North Goa District Office, Mapusa, Bardez, Goa, under Reference No. TPB/SS16/MOI/TCP-2023/7645 dated 05.09.2023. All costs and expenses related to the development are being borne by the **Second Party**. The **First Party** expresses satisfaction with the progress of the development of the Project.
3. On 08.05.2023, the **First Party** granted a General Power of Attorney to Mr. Lalit Mohan Sharma, the nominee/director of the **Second Party**. This document, duly notarized under registration 5972 dated 08.05.2023, by the Notary at Bardez, State of Goa, empowered Mr. Lalit Mohan Sharma to, among other things, secure, sanctions, permissions, and approvals from relevant government authorities and/or the Panchayat. Additionally, it authorized him to engage contractors and engineers, as well as procure materials for the development of the proposed project. The **First Party** has also pledged full cooperation to the **Second Party** in these endeavors.
4. Under the terms of this Agreement, the **Second Party** has remitted a sum of Rs. 1,00,00,00/- (Rupees: ten lakhs only) to the **First Party** as consideration, with details outlined below:



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[Handwritten signature]
 Partner

ChequeNo., date & drawn on	In favour of	Amount in Rs.
Ch. No. 408582 dt. 09.11.2022, drawn on Axis Bank, Vasant Vihar, New Delhi - 110057	Mrs. Reetu Durga	2,50,000/-
Ch. No. 408583 dt. 09.11.2022, drawn on Axis Bank, Vasant Vihar, New Delhi - 110057	Miss. Kanita Durga	2,50,000/-
Ch. No. 416932 dt. 24.02.2023, drawn on Axis Bank, Vasant Vihar, New Delhi - 110057	Miss. Kanita Durga	10,00,00/-
Ch. No. 416931 dt. 06.03.2023, drawn on Axis Bank, Vasant Vihar, New Delhi - 110057	Miss. Kanita Durga	10,00,00/-
Ch. No. 455808 dt. 08.05.2023, drawn on IOB, Vasant Vihar, New Delhi- 110057	Mrs. Reetu Durga	1,00,000/-
Ch. No. 455809 dt. 08.05.2023, drawn on IOB, Vasant Vihar, New Delhi- 110057	Mr. Manav Durga	100000/-
Ch. No. 455810 dt. 08.05.2023, drawn on IOB, Vasant Vihar, New Delhi- 110057	Miss. Kanita Durga	10,00,00/-
	Total	1,00,00,00/-



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the receipt of which the **First Party & GPA** hereby admit and acknowledges.

5. The **First Party** has granted the **Second Party** permission, as per the agreed terms and conditions, to access the property for the purpose of conducting development work. The anticipated completion time frame for this work is within 3 ½ years, starting from October, 2023.
6. The **Second Party** has proactively engaged reputable architects at their own expense and responsibility to prepare, submit, and secure approvals essential for the development, promotion, construction, and completion of the Residential Villas on the specified property. Acting on behalf of and in collaboration with the **First Party**, the **Second Party** has successfully obtained all necessary permissions, sanctions, and approvals for construction from the relevant authorities. With full authorization, the **Second Party** is entitled to both design and market the Project under its own name.
7. The **Second Party** shall be fully responsible for covering all costs associated with the construction, development, and completion of the said project. This includes the architect's fees for preparing the plans, as well as all other statutory fees and demands.
8. The allocation of portions to each party in the newly constructed residential project, consisting of Residential Villas, is as follows:
 - a) In exchange for the land provided by the **First Party** to the **Second Party** for the development of the property, the **First Party** shall be entitled to:



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FIRST PARTY'S ALLOCATION:

The **First Party** holds a 44% entitlement to the total Floor Area Ratio (FAR), along with a corresponding 44% ownership interest in the common areas, facilities, and amenities. Furthermore, the owner possesses a 44% undivided, indivisible, and impartible stake in the entire land area of the complex, covering 3640 square meters. This ownership interest is manifested through either 44% of the sale proceeds and/or 44% of the area allocated to the **First Party**, at the discretion of the **First Party**.

- b) Instead of the **Second Party** undertaking the development of the property, utilizing its infrastructure facilities, and bearing the associated costs, the **Second Party** shall receive ownership of the remaining portions/property under the following terms:

SECOND PARTY'S ALLOCATION:

The **Second Party** shall be entitled to a 56% share of the total Floor Area Ratio (FAR), including common areas, facilities, and amenities. Additionally, they shall hold a 56% undivided, indivisible, and impartible ownership stake in the total land area beneath the complex, measuring 3640 square meters. This entitlement may alternatively be satisfied through 56% of the proceeds from the property's sale, at the discretion of the **Second Party**.

9. The **Second Party** and the **First Party** agree to jointly market, sell the newly constructed Residential Villas, either in full or in

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part, to potential buyers. Proceeds from these sales will be received in their respective names, following a predetermined ratio of 56:44, at any stage—whether before, during, or after completion of construction. Additionally, both parties have equal rights to enter into agreements for selling or reserving their allocated properties within the new project of Residential Villas. They are also authorized to accept payments via Cheques, Demand Drafts or RTGS in their individual capacities. It is agreed that if either the **First Party** or the **Second Party** decides to withdraw a portion of the sale proceeds, such withdrawal will be done in proportion to their respective allocations, subject to the limitations prescribed under the RERA Act. Both the party cannot make any agreement without the knowledge of each other they have to take approval of each other through email or WhatsApp(ASHWANI.JVB@gmail.com, contact. 9680000808/and as.lalit700@gmail.com, contact. 9990446240)

10. If any portion of the project remains unsold after completion for a reasonable duration, it shall be divided between the **First Party** and the **Second Party** in a 44:56 ratio. Following division, both parties are entitled to use the allotted portion as they deem fit.
11. In the event that the relevant authorities permit additional Floor Area Ratio (FAR) at a later stage, such allowance shall be subject to the same terms and conditions and the resulting additional FAR shall be jointly utilized, owned, and shared by both the **First Party** and the **Second Party** in a proportion of 44% and 56% respectively. The **First Party** hereby waives any right to claim further compensation from the **Second Party** pertaining to the aforementioned arrangement.
12. he **First Party** agrees to maintain the aforementioned property free from any encumbrances throughout the duration and full execution of this agreement,

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as well as thereafter, and hereby commits to indemnify the **Second Party** or its designated nominee(s) against any such liabilities.

13. The **First Party** agrees to settle and cover all outstanding charges and dues related to the aforementioned property, including but not limited to house tax, property tax, water and electricity charges, land revenue, and any other applicable levies or taxes, up until the date of handing over the property to the **Second Party**, in the month of October, 2023. After this date, the responsibility for these expenses shall be shared between the **First Party** and the **Second Party**, as per the irrespective allocations. The **First Party** and the **Second Party** agree to bear any liability for GST in proportion to their respective allocations. During the construction period, the **Second Party** shall bear the complete responsibility for water and electricity charges and construction expenses of the similar nature.
14. The **Second Party**, upon project completion, agrees to promptly execute all necessary documents to transfer legal ownership of the Residential Villa(s) to the buyers of **Second Party**'s allocated portions. This includes conveying their undivided share in the land beneath the property, with no objections raised by the **First Party**.
15. The **Second Party** agrees to aim for completion of the proposed project within approximately 3 ½ years from October, 2023, barring any unforeseen circumstances (force majeure). In the event of delays due to acts, legislation, or restrictions imposed by any Statutory Body or Governmental Authority, the **Second Party** shall not be held liable. In such cases,



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the **First Party** reserves the right to assume control of the project, completing any remaining work at the expense of the **Second Party**. The **Second Party's** share will be transferred upon project completion.

16. After the project concludes, the **Second Party** is obligated to promptly transfer vacant possession of any unsold areas allocated to the **First Party**, constituting 44% of the unsold area, along with proportionate rights to the common area and the land beneath it. This transfer will take place simultaneously with the conveyance and transfer of the unsold areas allocated to the **Second Party**, comprising 56% of the unsold area, along with their proportionate rights to the common area and underlying land.
17. In the event of any accidents or claims arising from the construction of the project, including claims from neighboring parties, the **Second Party** shall bear sole responsibility for compensating any affected parties under the Workmen Compensation Act or any other pertinent legislation. If the **First Party** is compelled to appear in court or be represented by any authority concerning such matters, the **First Party** shall grant authorization to the **Second Party** or its designated representatives to act on its behalf. All expenses related to legal proceedings or representation shall be assumed by the **Second Party**.
18. This agreement does not establish a partnership between the parties, nor does it designate either party as the agent of the other, except as explicitly stated herein.



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19. The **First Party** agrees not to impede or hinder the progress of the development and construction work of the project, except for conducting quality control inspections to ensure adherence to approved plans. The **First Party** retains the right to visit the property during construction to verify compliance with the terms and conditions outlined in this Agreement.
20. In the event of any claims, demands, tax liabilities, litigation, or court orders against the **First Party**, it is a condition of this agreement that the development and completion of the project, along with any other matters related to this agreement, shall not be stopped, prevented, obstructed, or delayed in any manner by the **First Party**, neither during nor after completion.
21. The **First Party** and the **Second Party** shall each be responsible for their respective shares of any Income Tax or other statutory liabilities pertaining to the built or unbuilt area of the project, or the sale proceeds of the residential villas. The **First Party's** share is 44%, and the **Second Party's** share is 56% of such statutory liabilities.
22. The **Second Party** shall be entitled to the refund of all fees, security deposits, and other charges, regardless of nature, deposited for project development, including those required for seeking approvals from statutory Government Authorities. The **First Party** agrees that upon receiving any such refund mentioned above, it shall promptly transfer the amount to the **Second Party** within 15 days. Any delay in this transfer shall incur interest at a rate of 18% per annum, calculated from the due date until the actual payment date.



A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line.

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23. The **Second Party** shall be responsible for all internal development works of the project, including but not limited to site development, horticulture, construction of boundary walls, pathways, approaches, lifts, internal road construction, common area electrification, sewer line installation, main gate construction, guard room establishment, administrative office construction, and maintenance agency office setup, in accordance with the plans approved by the relevant Government Authorities. Both the **First Party** and the **Second Party** shall collaborate on co-branding and marketing the Project as per their mutual agreement.
24. The **Second Party**, or its designated representative (whether an individual, firm, or company), shall act as the maintenance agency for the common areas of the entire project. As such, they shall bear responsibility for the maintenance and upkeep of common services, utilities, and areas including but not limited to horticulture, boundary walls, pathways, lifts, approaches, internal roads, security systems, electrification of common areas, sewer lines, main gates, guard rooms, administrative offices, and the maintenance agency office. Consequently, the **Second Party** is authorized to levy maintenance charges on the buyers/owners of the respective Residential Villas developed by the **Second Party**.
25. The **First Party** and the **Second Party** shall each be responsible for incurring the costs and expenses associated with the execution of this agreement, including but not limited to stamp duty, registration charges, etc., in accordance with their respective allocation ratios. Specifically,



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the **First Party** will bear 44% and the **Second Party** will bear 56% of the costs and expenses as discussed above.

26. The **First Party** agrees to securely hold all pertinent original documents related to the aforementioned property in trust for the **Second Party**. The **First Party** undertakes to present the documents upon request by the **Second Party** and to assist in facilitating the execution of legal documentation necessary for transferring the Residential Villas in the ongoing project to prospective buyers allocated to both the **Second Party** and the **First Party**.
27. The **First Party** commits to providing all requisite documentary evidence for submission to the Town & Country Planning Department, North Goa District Office, Mapusa, Bardez, Goa, or any pertinent Government Authority. Furthermore, the **First Party** pledges to promptly sign and execute any necessary documents or letters upon request from the **Second Party**, aimed at expediting the approval process for additional area and/or acquiring completion/occupancy certificates from the relevant Government Authorities in Goa.
28. It is agreed between the parties that if any individual or entity asserts a right, title, or interest in the aforementioned property or any portion thereof, such claims shall be satisfied solely from the allocation of the **First Party** in the proposed project and not from the allocation of the **Second Party** under any circumstances. Additionally, the **First Party** agrees to indemnify and hold harmless the **Second Party** and its nominees/transferees against

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any losses, costs, damages, or expenses resulting from title defects/disputes. These indemnification obligations extend to both movable and immovable properties of the **First Party**.

29. In the event of any question or dispute arising in connection with, incidental to or regarding the interpretation or scope of this Agreement, the matter shall be referred to an arbitrator mutually acceptable to both parties. The decision of the arbitrator shall be final and conclusive.

30. If the parties cannot agree on the selection of the arbitrator, the provisions of the Arbitration and Conciliation Act, 1996, along with any statutory modifications, amendments, or re-enactments thereof, shall apply. Each party shall bear its own costs, charges and expenses related to the arbitration proceedings. The place of arbitration shall be New Delhi.



Given the substantial expenditure, efforts, and expertise already invested by the **Second Party** to secure the necessary approvals for the project's development, the **First Party** shall not be entitled to terminate this Agreement under any circumstances.

32. This transaction is binding on both parties, and neither party shall have the right to revoke or alter any terms or conditions of this Agreement without the prior written consent of the other party, except as otherwise provided.

33. The Stamp duty has been calculated as follows:-
A). Second Party has paid a sum of Rs. 10,00,000/- (Rupees: Ten lakhs only) to the **First Party** as Remitted consideration.

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B). The Owners share is 44% i.e (in area is 960 sq.mts) in the said project. $(960 \times 25000/-) = \text{Rs. } 2,40,00,000/-$

Hence, the stamp duty of 2.9 % has been paid on 2,50,00,000/- which comes to Rs. 7,25,000/- and Registration fee @ 3% comes to Rs. 7,50,000/-.

SCHEDULE-I

ALL THAT Property known as "Cantor" or "Sincorcand" or "Kalizor" surveyed under survey No. 67/20 of the Village of Moira, Bardez, Goa, admeasuring 3640 Sq. Mtrs. found described in the Land Registration Office of Bardez at Mapusa under No. 7129 of folio 50 of Book B-19, and inscribed under No. 4425 of folio 391 of Book G -6, found enrolled in land revenue office under No. 1789 of first circumscription. The said property presently is bounded as under:-

EAST: Property bearing survey No. 67/21, 67/21-A.

WEST: Property bearing survey No. 67/19.

NORTH: By public road

SOUTH: Public Road

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and signature on the day, month, and year and place first hereinabove mentioned.

EMAYA COMMERCIAL INFRA PVT. LTD.

Partner

Signed, sealed and delivered
Within the Name of FIRST PARTY



Mr. Ashwani Kumar for himself and
Attorney holder for Party No. 1 to 3.

L.H.F.P

R.H.F.P



EMAYA COMMERCIAL INFRA PVT. LTD.

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signed, sealed and delivered
within the Name of SECOND PARTY



EMAYA COMMERCIAL INFRA PVT. LTD.

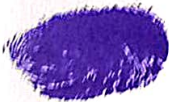
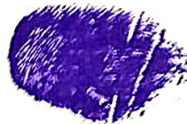
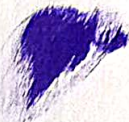
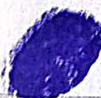
EMAYA COMMERCIAL INFRA PVT. LTD.

Partner
Through its Director

Mr. Lalit Mohan Sharma

L.H.F.P

R.H.F.P



EMAYA COMMERCIAL INFRA PVT. LTD.

Partner

ATTACHES :

1. **Agreement Between Government**

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2. **Agreement Between Government**

2. **Agreement Between Government**

2. **Agreement Between Government**

2. **Agreement Between Government**

2. **Agreement Between Government**

3. **Agreement Between Government**



Government of Goa

Document Registration Summary 2

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

Date & Time : - 25-Oct-2024 02:38:34 pm

Document Serial Number :- 2024-BRZ-6019

Presented at 02:31:22 pm on 25-Oct-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	725000
2	Registration Fee	750000
3	Tatkal appointment fee	50000
4	Processing Fee	1720
Total		1526720

Stamp Duty Required :725000/-

Stamp Duty Paid : 725000/-

Sender

IO	Party Name and Address	Photo	Thumb	Signature
	LALIT MOHAN SHARMA ,Father Name:INDER DEV SHARMA, Age: 28, Marital Status: ,Gender:Male,Occupation: Business, Address1 - Flat no D1/301, Zion, Square, Shalpem Duler, Mapusa, Address2 - , PAN No.:			

Receiver

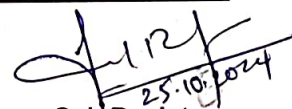
IO	Party Name and Address	Photo	Thumb	Signature
	LALIT MOHAN SHARMA , Father Name:INDER DEV SHARMA, Age: 28, Marital Status: ,Gender:Male,Occupation: Business, Flat no D1/301, Zion, Square, Shalpem Duler, Mapusa, PAN No.:			
	ASHWANI KUMAR , Father Name:DAYANAND DURGA, Age: 48, Marital Status: Married ,Gender:Male,Occupation: Business, residing at 18/a g-8, green view Apartment, hari nagar South west Delhi, PAN No.:			
	ASHWANI KUMAR , Father Name:DAYANAND DURGA, Age: 48, Marital Status: ,Gender:Male,Occupation: Business, Residing at h.no 18/A, G-8, green view apartment, hari nagar, south west Delhi, PAN No.: , as Power Of Attorney Holder for MANAV DURGA			

NO	Party Name and Address	Photo	Thumb	Signature
	ASHWANI KUMAR , Father Name:DAYANAND DURGA, Age: 48, Marital Status: , Gender:Male,Occupation: Business, Residing at h.no 18/A, G-8, green view Apartment, hari nagar, south west Delhi, PAN No.: , as Power Of Attorney Holder for REETU DURGA			
	ASHWANI KUMAR , Father Name:DAYANAND DURGA, Age: 48, Marital Status: , Gender:Male,Occupation: Business, Residing at h.no 18/A, G-8, green view Apartment, hari nagar, south west Delhi, PAN No.: , as Power Of Attorney Holder for KANIKA DURGA			

ness:

e individually/Collectively recognize the Purchaser, POA Holder, Vendor,

NO	Party Name and Address	Photo	Thumb	Signature
	Name: Padmaja Nakul Shetkar, Age: 32, DOB: 1991-11-21 , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403512, Khutwal pernem goa, Khutwal pernem goa, Chandel, Pernem, North Goa, Goa			
	Name: Apurva Banaulikar, Age: 35, DOB: 1989-04-07 , Mobile: , Email: , Occupation: Advocate , Marital status : Married , Address: 403503, h.no 202 8A Kailas Nagar Assnora, h.no 202 8A Kailas Nagar Assnora, Assnora, Bardez, North Goa, Goa			


 25.10.2024
 Sub Registrar
SUB-REGISTRAR
BARDEZ

Document Serial Number :- 2024-BRZ-6019



Document Serial No:-2024-BRZ-6019

Book :- 1 Document

Registration Number :- **BRZ-1-5938-2024**

Date : 05-Nov-2024

 05/11/2024

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

**SUB-REGISTRAR
BARDEZ**

