

For CITIZEN CREDIT™
CO-OP BANK LTD

S. Infector.
Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

(Rupees Three Lakhs Seventy Eight thousand only)
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Name of Purchaser CHODANKARS REALTY & LIFESTYLE

Reg 533
P Reg 7980
Serial 544
dt :- 5/3/2020



AGREEMENT FOR JOINT VENTURE DEVELOPMENT

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This Agreement for joint venture development is made on this 2nd day of March 2020 at Panjim - Goa.

BETWEEN

MR. RITESH R. CHODANKAR, son of Shri. Ramkrishna Chodankar, aged about 44 years, married, business, having PAN No. **ACYPC8036G**, Indian National, residing at 601, Kamat Royale, Caranzalem, Goa - 403 002, proprietor of **CHODANKARS REALTY AND LIFESTYLE**, having Office at 205, Ambrosia Corporate Park, 2nd Floor, Patto, Panaji, Goa - 403 001, hereinafter jointly referred to as the "**FIRST PARTY**" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include his legal representatives, executors, administrators, transferees and assigns) of the **ONE PART**.

AND

1. SHRI. LLEWELLYN F. I. BOTELHO, son of late Agnelo Joaquim Andre Botelho, aged 44 years, married, business, U. S. National of Indian Origin holding OCI Card No. A1368770 issued by the Consulate General of India, Sam Francisco, holding PAN Card under no. **ALEPB7323G**, residing at H. No. 985/B, St. Cruz, Tiswadi - Goa, **2. SHAREEN ALINDA BOTELHO**, aged 45 years, daughter of late Agnelo Joaquim Andre Botelho, married, Housewife, Indian National, holding PAN Card under no. **ANQPB2737E**, and her husband, **3. MR. DR. MARLON O. PEREIRA**, son of Domingos Felix Pereira, aged 52 years, married, service, Indian National, holding PAN Card under no. **AQJPP0285B**, Both residing at Dubai, **4. SMT. MAVIS BOTELHO ALIAS MAVIS SPRIDINA BOTELHO**, wife of late Agnelo Joaquim Andre Botelho, aged 72 years, widow, housewife, Indian National, residing at H. No. 985/B, St. Cruz, Tiswadi - Goa, hereinafter referred to as the "**SECOND PARTY**" (which expression shall, wherever the context requires unless repugnant to the meaning




thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

SECOND PARTY Nos. 1, 2 and 3 are herein represented by their Power of Attorney Holder, the said **SMT. MAVIS BOTELHO ALIAS MAVIS SPRIDINA BOTELHO**, wife of late Agnelo Joaquim Andre Botelho, aged 72 years, widow, housewife, Indian National, residing at H. No. 985/B, St. Cruz, Tiswadi – Goa, authorized vide Power of Attorney dated 30/01/2017 executed before Notary, Shridhar Tamba, Panaji – Goa under Registration No. 45830 and dated 09/02/2017 executed before the Consulate general of India Dubai, and adjudicated on 01/02/2017, receipt No. 1015 by the Additional Collector-I of North Goa District, Panaji.

WHEREAS:

- i) There exists a Plot of land admeasuring 1647 sq. mts. comprising of two adjoining Plots 8/1-B having area of 1167 sq. mts. and 8/1-B1 having area of 480 sq. mts. of Village Cujira identified as "MOLOI" situated at Cujira Village, within the limits of the Village Panchayat of Cujira in the Taluka and Sub-District of Ilhas, District of North Goa in the State of Goa, which Plot No. 8/1-B is more particularly described in **Schedule I** hereunder and is marked in **RED** in the Plan annexed as **ANNEXURE A-I** and which Plot No. 8/1-B1 is more particularly described in **Schedule II** hereunder and is marked in **BLUE** in the Plan annexed as **ANNEXURE A-I** and which plots hereinafter collectively referred to as the "Said Property".
- ii) SECOND PARTY state and declare that they are the sole and exclusive owners in possession of the SAID PROPERTY.
- iii) That the FIRST PARTY has approached the SECOND PARTY for joint venture development of the said property and the

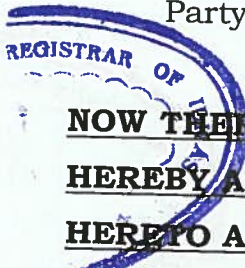


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SECOND PARTY has agreed for the same and the parties have agreed to construct a Residential / Commercial

- iv) Complex in the said property.
- v) The SECOND PARTY has agreed to sell to the FIRST PARTY undivided rights in the said property corresponding to 62.2% of the total built up area in lieu of the FIRST PARTY constructing the said complex and handing over 37.8% built up area to the SECOND PARTY.
- vi) On the basis of the above representations, the FIRST PARTY has offered to the SECOND PARTY to jointly develop the SAID PROPERTY by constructing thereon residential / commercial Complex (hereinafter referred to as the "SAID PROJECT") under a Joint Venture on the basis of mutual shares in the ratio of 62.2% (First Party): 37.8% (Second Party).



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

1) **THE JOINT VENTURE:**

- a. The FIRST PARTY and the SECOND 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 constitute and form part of the JOINT VENTURE.

2) **THE SAID PROJECT:**

- a. The FIRST PARTY shall develop the SAID PROPERTY by constructing thereon residential building scheme(s).

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- b. The FIRST PARTY shall conceptualize the said project within the framework of, and parameters permissible, in law.
- c. The SAID PROJECT, either before or after completion shall be identified in the name and style decided by the FIRST PARTY.

3) **THE SCOPE OF WORK, OBLIGATIONS AND CONTRIBUTION OF THE FIRST PARTY AND THE SECOND PARTY UNDER THE JOINT VENTURE:**

- a. The primary obligation and contribution of the SECOND PARTY shall be to bring into this joint venture the SAID PROPERTY, which the SECOND PARTY hereby does with the execution of this Agreement.
- b. The primary obligation and contribution of the FIRST PARTY shall be to invest all monies in terms of this Joint Venture Agreement and other resources as the FIRST PARTY may deem necessary for, and to undertake and complete, the SAID PROJECT.
- c. After execution of this Agreement, the FIRST PARTY shall invest an amount as may be required towards development cost of the SAID PROJECT till the completion of the SAID PROJECT.
- d. The FIRST PARTY at his own cost shall:
 - i) Procure raw materials, labour and such other material as is required for the SAID PROJECT;
 - ii) Engage services of Architects, Engineers, structural Engineers, Contractors, Labourers, Workers and other personnel as may be required for the purposes of development of the SAID PROPERTY and either through them or itself supervise the construction and



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ensure that the construction is being carried out as per the approved plans and designs;

- iii) Be in total and complete control of the construction and other activities to be carried out in and over the SAID PROPERTY or pertaining to the SAID PROJECT;
- iv) Obtain completion/occupancy certificate for the SAID PROJECT, as a whole or in parts, as per the rules and regulations applicable;
- v) Put up a board or hoarding at the SAID PROPERTY displaying the details about the development being undertaken as required by law or as deem fit by the FIRST PARTY and SECOND PARTY, including advertisements;
- vi) Issue advertisements to the public about the SAID PROJECT and/or the premises/unit(s) in the SAID PROJECT by such medium as deem fit by the FIRST PARTY, including advertisements inviting offers for purchase, lease etc. of premises/unit(s) in the SAID PROJECT.
- vii) Obtain necessary approval from the town county planning authority at its cost and Construction License shall be obtained by the First Party in conjunction with the Second Party. The Construction Licence cost shall be borne by the First Party.
- viii) Obtaining the completion or occupancy certificate forthwith upon completion of the construction by the First Party as per the approved plans and the cost and out of pocket expenses incidental thereto for the completion and occupancy certificate for the complex shall be borne and paid by the First Party.
- ix) The FIRST PARTY shall obtain conversion sanad in respect of the said property and shall effect payment of conversion charges.
- x) The costs pertaining to electricity/water connection in respect of the owner premises shall be borne by the FIRST PARTY.




- xi) The FIRST PARTY shall inform the SECOND PARTY about completion of slabs and provide inspection to the SECOND PARTY.
- xii) The FIRST PARTY shall be responsible for the maintenance of the building and the equipment/implements till the formation of the society.

4. ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE SECOND PARTY:

The Second Party shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the Second Party (unless expressly specified otherwise) as under:

a. Title:

- i. The Second Party shall at all times during the tenure of this Agreement and thereafter for the benefit of the Flat Purchasers, maintain the Owner's title to the Schedule Property (subject only to the rights and entitlements of the First Party as are set out herein) unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.
- ii. The Second Party shall make available original deeds and documents of title of the Schedule Property as and when required and they shall be handed over to the body of the purchasers of the premises which will be constructed by the First Party on the Schedule Property by optimum utilization of the Development Potential thereof.
- iii. The Second Party shall be liable to convey the Schedule Property in favour of the prospective purchasers after receipt of the Completion Certificate in respect of the Project land and building and upon receipt of the entire consideration. Provided that all costs and expenses incidental thereto shall

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be borne and paid by the First Party or the purchasers of premises in the said Complex.

5. SHARES OF THE FIRST PARTY AND SECOND PARTY UNDER THE JOINT VENTURE AND THEIR RESPECTIVE RIGHTS AND OBLIGATIONS IN RESPECT THEREOF:

5.1. In consideration of the respective promises, obligations and contributions as aforesaid:

- a. The SECOND PARTY shall get –
 - i) Rs. 15,00,000/- is paid to Llewellyn Botelho vide Cheque bearing No. 001014 dated 11/05/2018 drawn on TJSB Sahakari Bank Ltd., Panaji – Goa at the time of execution of this agreement and receipt of which, the said Llewellyn Botelho hereby admits and acknowledges.
 - ii) Rs. 1,56,150/- to be paid to Shareen Botelho within 8 months from the date of execution of this agreement.
 - iii) 37.8% of the built up area in the SAID PROJECT on ownership basis out of which built up area to the tune of 26.1 % shall be allotted to Llewellyn Botelho and 11.7 % built up area shall be allotted to Shareen Botelho which built up area is identified in **SCHEDULE III** and hereinafter referred to as the “owner premises” which owner premises shall have specification more particularly mentioned in **Schedule IV** hereunder. The SECOND PARTY shall be entitled for parking space corresponding to 37.8 percentage of the parking space which will be provided for the said complex. The proposed plan is annexed hereto as Annexure A-2(colly).
 - iv) To retain proportionate undivided rights to the SAID PROPERTY corresponding to the area of the SECOND PARTY's units.
- b. The FIRST PARTY shall get –
 - i) 62.2% of the built up area in the SAID PROJECT on ownership basis together with the proportionate undivided




rights to the SAID PROPERTY corresponding to the area of the FIRST PARTY's premises/units which built up area is marked as C in the plan annexed hereto and marked as Exhibit C and hereinafter referred to as the "purchaser premises".

- ii) Rs. 16,95,600/- to be paid by Llewellyn Botelho on account of additional area of 37.68 Sq. mts. being given to him which payment shall be made in the following manner :
 - a. Rs. 5,65,200/- after completion of the first slab
 - b. Rs. 5,65,200/- after completion of the second slab
 - c. Rs. 5,65,200/- after completion of the third slab

6. **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 FIRST PARTY, then the amount will be appropriated by the FIRST PARTY and if the booking is in respect of the units allotted to the SECOND PARTY, then the amount will be appropriated by the SECOND PARTY

7. **TAXES**

The FIRST PARTY shall pay, from time to time, all the applicable taxes, fees, charges or outgoings levied by the Local Authority or any other competent authority (hereinafter jointly "taxes") in respect of the units in the SAID PROJECT.

8. **VARIATIONS IN PLANS.**

- i. The FIRST PARTY shall carry out such variations and alterations in the SAID PROJECT, building plans or in the layout/ elevations of building including relocating the open space/all structures/ buildings/ garden spaces and /or

varying the location of the access of the building, as the exigencies of the situation and the circumstances of the case may require. Notwithstanding anything to the contrary aforesaid, the FIRST PARTY and SECOND PARTY shall be entitled to amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties, if any.

- ii. The 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 PROJECT.

9. **COMPLETION OF PROJECT**

- 9.1. The FIRST PARTY shall do all that is necessary to complete the project within 9 months from the date of execution of this AGREEMENT. In the event of failure on the part of the FIRST PARTY to complete the project within a period of 9 months for reasons attributable to the FIRST PARTY, penalty @ Rs. 2,40,000/- shall be payable for every month of delay.

- 9.2. The FIRST PARTY hereby agree and undertake that the said project shall be completed in terms of this Agreement even if no bookings are made for the SAID PROJECT.

- 9.3 In respect of the delivery of possession of the SAID PREMISES by the FIRST PARTY to the SECOND PARTY:

- i) The same shall be done only after the FIRST PARTY has obtained an occupancy certificate from the concerned authority in respect of the unit(s) to be handed over.
- ii) However in the event the SAID PREMISES is otherwise complete in all respects as per this Agreement but the FIRST PARTY is unable to obtain the occupancy certificate due to any fault whatsoever attributable to the FIRST PARTY or on

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account of unjust, unreasonable or illegal denial, neglect or failure to grant, the same by the concerned Authority, the FIRST PARTY shall be entitled to call upon the SECOND PARTY to take possession of the SAID PREMISES as provided hereinbelow.

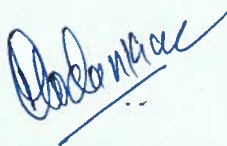
- iii) Once the SAID PREMISES are ready in all respects to be handed over as aforesaid, the FIRST PARTY shall inform the SECOND PARTY in writing, unless the SECOND PARTY waive this requirement in writing or by conduct, by Registered A.D. Post calling upon the SECOND PARTY to take possession of the SAID PREMISES and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter.
- iv) The delivery of possession shall be acknowledged in writing by the SECOND PARTY to the FIRST PARTY and the actual delivery of possession shall be given to the SECOND PARTY simultaneously upon the SECOND PARTY, or their agent, signing and handing over the letter of acknowledgement to FIRST PARTY.
- v) ~~REGIS~~ In the event, the SECOND PARTY refuse, fail or 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 FIRST 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.
- vi) It is the duty of the SECOND PARTY to inspect and verify and satisfy themselves of the quality of construction of the SAID PREMISES and that the same conforms to the details/specifications agreed herein, and that the SAID PREMISES is free from all defects and deficiencies.
- vii) Upon completion of the respective stage/slab or works as stated above, the SECOND PARTY shall be precluded and will

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not be entitled to make any complains or claims regarding defective or deficient work(s) in respect of the said stage/slab or the said works.

- viii) It is the duty of the SECOND PARTY and the SECOND 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 SECOND 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.
- ix) Upon taking delivery of possession and handing over of the letter acknowledging delivery of possession, or upon deemed delivery as stipulated above, the SECOND PARTY shall be precluded and shall not be entitled to claim or seek redress against the FIRST PARTY in respect of any item of work, in the SAID PREMISES or any common area or SAID PROJECT, which may be alleged to be defective or deficient, or alleged to have not been carried out or completed.
- x) Cracks/dampness shall not be considered as defective work. The FIRST PARTY shall not be responsible for colour/ size variations in flooring tiles, glazed tiles or any natural stones like marble, granite, or any sanitary fitting etc.
- xi) Under no circumstances shall the SECOND PARTY be entitled to claim and the FIRST PARTY be made liable to pay any amount towards the cost, expenses or charges of repairing or curing any defects undertaken or carried out by the SECOND PARTY without the prior written consent of the FIRST PARTY.
- xii) The FIRST PARTY shall not incur any liability if the FIRST 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 FIRST PARTY and in any of the aforesaid events, the FIRST 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.

xiii) With effect from execution of this Agreement, In respect of their respective premises/ units in the SAID PROJECT, including their respective proportionate undivided rights to the SAID PROPERTY, each party shall be free to deal with and dispose of their respective unit(s) in the SAID PROJECT, including entering into memorandum(s) of understanding, agreement(s) or deed(s) with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of any or all of their premise(s)/ unit(s) in the SAID PROJECT with or without the corresponding undivided rights in the SAID PROPERTY and receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to:

a. 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/lessee and do all that is necessary in this regard.

xiv) The title and interest of the FIRST PARTY and the SECOND PARTY to the undivided proportionate share in the land of the SAID PROPERTY shall be joint and impartible and the




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

- xv) All monies or other benefits received by the SECOND PARTY from their SAID PREMISES shall be exclusively for, and be retained by, the SECOND PARTY themselves and similarly all monies or other benefits received by the FIRST PARTY from their premises/ unit(s) in the SAID PROJECT shall be exclusively for, and be retained by, the FIRST PARTY for itself.
- xvi) The SECOND PARTY 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 part thereof, and shall not change or alter the externals of the SAID PREMISES or the building or any part thereof. The SECOND PARTY 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, wood work, grills etc, unless otherwise permitted in writing by the FIRST PARTY.



9.4. In the event, the PROJECT is completed under the circumstances mentioned above in clause 9.2,

a. The FIRST PARTY shall get -

On ownership basis, premises equivalent to 62.2% of the total built up area of the SAIDPROJECT along with undivided rights in the said property(Purchaser Premises).

b. The SECOND PARTY shall get -

On ownership basis, said premises equivalent to 37.8% of the total built up area of the SAIDPROJECT along with undivided rights in the said property(Owner Premises).

9.5 After allotment of units in terms of this Agreement, In respect of their respective premises/ units in the SAID PROJECT, the FIRST PARTY and SECOND PARTY shall execute the necessary documents/instruments of allotment of units including transfer of corresponding undivided rights

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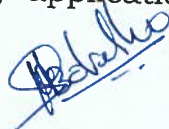
in the SAID PROPERTY by the SECOND PARTY in favour of the FIRST PARTY.

- 9.6 After execution of necessary documents in terms of clause 9.4 above each party shall be free to deal with and dispose of their respective unit(s) in the SAID PROJECT, including entering into memorandum(s) of understanding, agreement(s) or deed(s) with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of any or all of their premise(s)/ unit(s) in the SAID PROEJCT and receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to the condition that The title and interest of the FIRST PARTY and the SECOND PARTY to the undivided proportionate share in the land of the SAID PROPERTY shall be joint and imparitable and the parties shall not be entitled for demarcation or partition of their right in or to the land of the SAID PROPERTY.

- 9.7 Upon completion of the project, the FIRST PARTY and SECOND 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 property.

10. **FORMATION OF ENTITY:**

- i. If mutually agreed The FIRST PARTY and SECOND PARTY shall assist each other in forming a co-operative maintenance society (hereafter referred to as an ENTITY) for maintaining the SAID PROPERTY and the SAID PROJECT.
- ii. 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 ENTITY.

- iii. Till the formation of the ENTITY, all the flat holders shall contribute for maintenance of the said building and the equipment /implement pertaining to the same

11. **FINANCE**

- i. The SECOND PARTY hereby give their express consent to the FIRST PARTY to receive money/ finance by raising any loans, mortgage, or creating a charge or security interest against the SAID PROPERTY or the SAID PROJECT, in favour of bank(s) or financial institution(s) etc.
- ii. It is expressly made clear that the loan, mortgage or charge obtained by the First Part shall be fully cleared by the FIRST PARTY without incurring any loss, prejudice and/ or liability to the SECOND PARTY/ owners.

12. **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 FIRST PARTY and the SECOND PARTY in the ration of 60:40.

- 13. The SECOND PARTY does hereby authorize the FIRST PARTY to issue Notice(s) to the public by whatsoever mediums inviting objections against this Joint Venture and/or development of the SAID PROPERTY. In case any objection is received from any person against the SAID PROPERTY this Joint Venture and/or the development thereof which in the opinion of the advocate of the FIRST

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PARTY has the effect of disturbing or frustrating this agreement or smooth development of the SAID PROPERTY the FIRST PARTY shall be entitled to terminate this Agreement for Joint Venture by giving the SECOND PARTY a one months notice in writing to this effect and upon expiry of one month, the Agreement shall stand terminated for all effective and practical purposes.

14. Without prejudice to the other rights under this Agreement, Incase if any defect is found in the title of the SECOND PARTY to the SAID PROPERTY and/or in the present agreement and/or the SECOND PARTY is ever dispossessed from and/or prevented from undertaking the development of the SAID PROPERTY, or any part thereof, then the SECOND PARTY agree and undertake at all times, to indemnify and keep indemnified the FIRST PARTY herein and his transferee/assigns against any loss, damage, cost, charges, expenses, suffered by the FIRST PARTY on account of any defect in title of the SECOND PARTY or fault of the SECOND PARTY or any breach of the covenants.

15. The SECOND PARTY do hereby declare and assure the FIRST PARTY that:
- a. The SECOND PARTY have not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROPERTY, nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID PROPERTY in any manner whatsoever, to any person other than the FIRST PARTY.
 - b. The SAID PROPERTY or any part thereof is not a subject matter of any pending litigation.
 - c. The SAID PROPERTY 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 PROPERTY or any part thereof was never a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal apart from the erroneous entry in Form D.
- e. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID PROPERTY.
- f. No easements or right of way run through or over the SAID PROPERTY.
- g. No Order of any Court, Tribunal or Authority prohibits or impedes the beneficent use of the SAID PROPERTY for construction or any other activity.
- h. That there SAID PROPERTY is fit for development and there is no disability or restriction on development of the SAID PROPERTY or construction thereon.

16. **MISCELENEOUS**

- i. The SECOND PARTY shall execute Irrevocable Power of Attorney in favour of the FIRST PARTY for the purpose of development of the SAID PROPERTY and sale of the units.



- ii. The respective rights and obligations of each party shall continue and subsist even after the completion of the SAID PROJECT and/or the lapse of this Joint Venture.

- iii. *The SECOND PARTY covenants that they have not entered into an any Agreement in respect of the said property with any THIRD PARTY and that they have not created any encumbrance of whatsoever nature in respect of the said property*

- iv The SECOND 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 and more perfectly every part thereof for development of the SAID

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PROJECT or according to the intent and meaning of this Agreement or as reasonably required by the FIRST PARTY.

- v 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 FIRST PARTY be treated as a consumer qua the SECOND PARTY in respect of the SAID PREMISES or the SECOND PARTY treated as consumer qua the FIRST PARTY in respect of the SAID PROPERTY.
- vi The parties hereto are entitled to specific performance of the terms of this agreement.
- vii All letters, notices, communications to the FIRST PARTY and the SECOND PARTY, by or under this agreement or otherwise shall be addressed at the 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 be 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.
- viii For the purpose of stamp duty the said property is valued at Rs. 1,30,00,000/- and accordingly stamp duty is paid which is the fair market value.



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- ix Any dispute shall be subject to the jurisdiction of courts in Goa.

17. **DAMAGES**

- i. The DEVELOPER shall alone be responsible for the following losses or claims that may arise to the joint venture.
 - a. Any penalty or other claim by any person, Panchayat or other authority for infringement of any law or rules or for not complying with the rules and regulations relating to the construction.
 - b. Any claim by any labourer or other agencies for injury, death caused or damages caused.
 - c. Claims for damages for belated completion of the project from third party investors :
 - d. Defect in construction / quality claims or any other claim arising from prospective purchaser.
- ii. The liability on account of these items detailed in clause i above will not be borne by the SECOND PARTY and this liability will be the exclusive liability of the FIRST PARTY / DEVELOPER ONLY.

SCHEDULE I

ALL that Plot of land bearing No. 8/1-B admeasuring 1167 sq. mts. of Village Cujira identified as "MOLOI" situated at Cujira Village, within the limits of the Village Panchayat of Cujira in the Taluka and Sub-District of Ilhas, District of North Goa in the State of Goa which property is described under No. 21376 of Book B-57(new) in the Office of Land Registrar of Ilhas and is not enrolled in the Taluka Revenue Office and the said plot together bounded as under:-

Towards North : by Survey No. 9 of Cujira Village and Road;

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21

Towards South : by Survey No. 8/2 of Cujira Village;
 Towards East : by Survey No. 7/1 of Cujira Village
 and Road;
 Towards West : by Survey No. 8/1-B1 of Cujira
 Village and Road

SCHEDULE II

ALL that Plot of land bearing No. 8/1-B1 admeasuring 480 sq. mts. of Village Cujira identified as "MOLOI" situated at Cujira Village, within the limits of the Village Panchayat of Cujira in the Taluka and Sub-District of Ilhas, District of North Goa in the State of Goa which property is described under No. 21376 of Book B-57(new) in the Office of Land Registrar of Ilhas and is not enrolled in the Taluka Revenue Office and the said plot together bounded as under:-

Towards North : by Survey No. 9 of Cujira Village
 and Road;
 Towards South : by Survey No. 8/2 of Cujira Village;
 Towards East : by Survey No. 8/1-B of Cujira
 Village and Road;
 Towards West : by Remaining part of the same
 whole property bearing Survey No.
 8/1

SCHEDULE III

| FLOORS | TYPE | UNIT | CARPET AREA | BALCONY AREA | EXTERNAL WALL | STAIRCASE AREA | SUPER BUILT UP | TERRACE | ALLOTTED TO |
|-----------------|------|-------|----------------|-----------------|------------------|-------------------|-------------------|---------|-------------|
| FIRST FLOOR | 2BHK | B-101 | 66.08 | 18.34 | 6.14 | 8.22 | 98.78 | | LLEWELLYN |
| | 2BHK | B-102 | 66.08 | 19.95 | 6.25 | 8.37 | 100.65 | 21.91 | LLEWELLYN |
| | 2BHK | B-104 | 67.26 | 18.58 | 6.50 | 8.38 | 100.72 | | LLEWELLYN |
| SECOND FLOOR | 2BHK | B-201 | 66.08 | 18.34 | 6.14 | 8.22 | 98.78 | | LLEWELLYN |
| | 2BHK | B-202 | 66.08 | 19.67 | 6.25 | 8.37 | 100.37 | | LLEWELLYN |
| | 2BHK | B-203 | 67.26 | 19.91 | 6.59 | 8.51 | 102.27 | | SHAREEN |
| | 2BHK | B-204 | 67.26 | 18.58 | 6.50 | 8.38 | 100.72 | | SHAREEN |

All Areas are in Sq Mtr

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SCHEDULE IV**SPECIFICATIONS****The Structure:**

It is a R.C.C. framed structure of columns, beams and slabs.
The internal partition walls will be brick masonry and the external wall will be brick/laterite masonry.

Plaster:

External plaster will be doubled coat sand faced cement plaster.
Internal plaster will be single coat with second coat of neeru.

Flooring:

Pre-polished vitrified floor tiles in all rooms and ceramic tiles in Balcony.

Doors & Windows:

All doors are flush doors and windows are well equipped with UPVC shutter.

Kitchen:

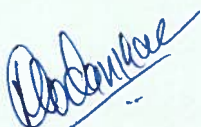
The kitchen will have a cooking platform with black granite top.
Stainless steel sink with single bowl with 45cms. Ceramic tiles or equivalent lining above the platform will be provided.

Internal Décor:

The walls will be painted with oil bound distemper, ceiling with white wash.

External Décor:

External walls will be painted with cement paint.



Water Tanks:

A common underground sump with a common electric pump and a common overhead tank will be provided. (Sintex or equivalent)

Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C. units will be provided with flushing system. The sanitary installations will be in accordance with Municipal specifications. One shower and one wash basin will be provided in each toilet of Cera/Hindustan or equivalent.

Electricity Installation:

Modular switches, copper wiring, telephone, intercom & cable connection in all rooms and backup for common services. (Anchor , Finolex, Havells, Le-Grande, Polycab, or equivalent)

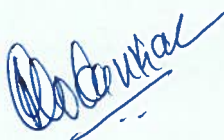
Generator Back Up

A Generator Back Up will be provided for the common amenities in the building . Like Lift , common lighting etc. (Kirloskar, Cummins, Par Kane or equivalent)

Lift

2 Lifts . One in each block will be provided with ARD (ECE, Otis or equivalent)

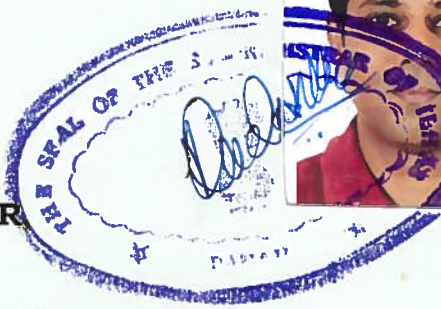
IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses hereinbelow mentioned.




Signed & Delivered by the within named)
FIRST PARTY)









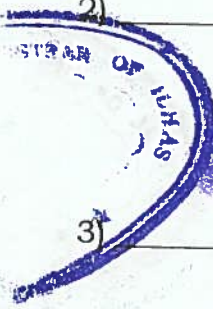
.....
MR. RITESH R. CHODANKAR
proprietor of
CHODANKARS REALTY AND LIFESTYLE



LHFI

RHFI

- | | |
|--|---|
| 1)  | 1)  |
| 2)  | 2)  |
| 3)  | 3)  |
| 4)  | 4)  |
| 5)  | 5)  |







Signed & Delivered by the within)
named SECOND PARTY)



[Signature]
.....



SMT. MAVIS BOTELHO ALIAS MAVIS SPRIDINA BOTELHO
For herself and as Power of Attorney Holder of SECOND PARTY
Nos. 1, 2 and 3

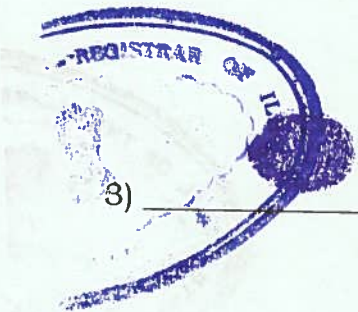
LHFI

RHFI

1) 1)

2) 2)

3) 3)



4) 4)

5) 5)

[Signature]

[Signature]

In the presence of the following witnesses:

- 1) Name: RAJESH KUNDE
Address: CARAN ZALEM COA
403002



- 2) Name: Nishad S. Sapli
Address: Chorlim Mayessa
Bardez Goa.





GOVERNMENT OF GOA
Office of Inspector of Survey and Land Records
PANAJI - GOA



Plan Showing plots situated at
Village : CUJIRA

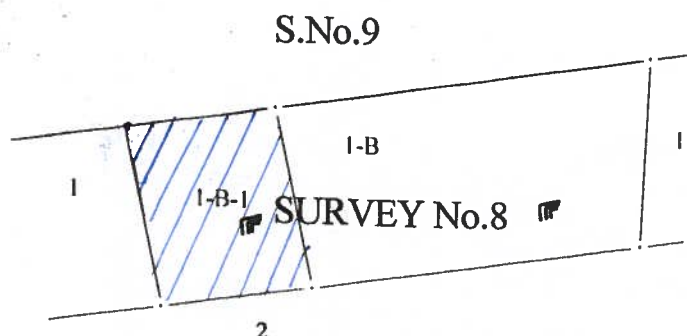
Taluka : TISWADI

Survey No./Subdivision No. : 8/ 1-B & 1-B-1

Scale : 1 : 1000

Inward No. 1644

Rajesh Pal Kuchelkar
Asst. Survey & Settlement Officer
Panaji - Goa



Mitali Naik

Generated By : Mitali Naik (D'Man Gr.II)
On : 13-04-2017

Pratima Kaklekar

Compared By: Pratima Kaklekar (H.S)

Mitali Naik

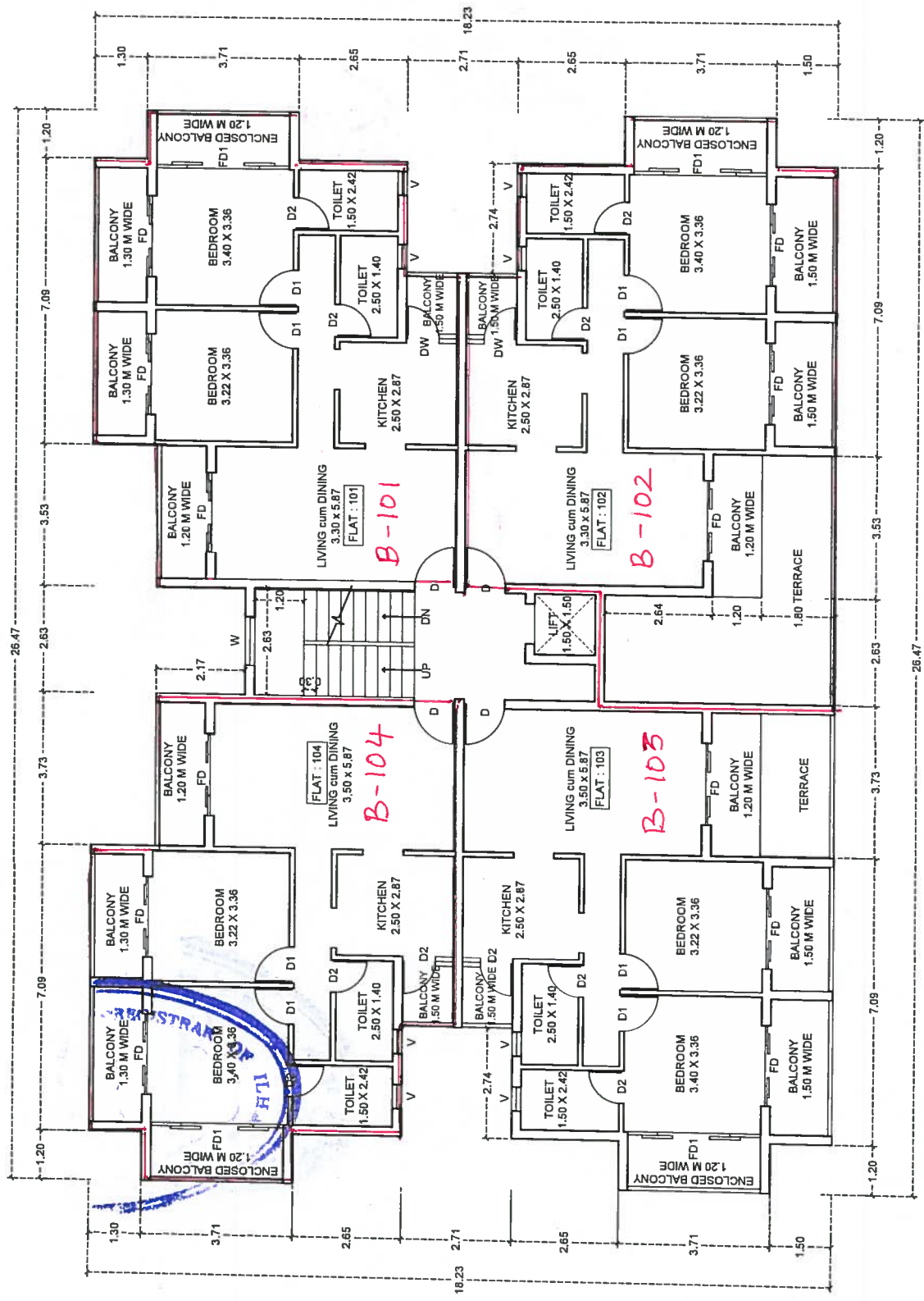
Pratima Kaklekar

DATE : 23 / 04 / 2018

U L Y S I S
ARCHITECTURAL , INTERIOR & LANDSCAPE CONSULTANTS.
201 - A, SECOND FLOOR, MATHIAS PLAZA,
PANJIM - GOA 403001
PH. - 2421950

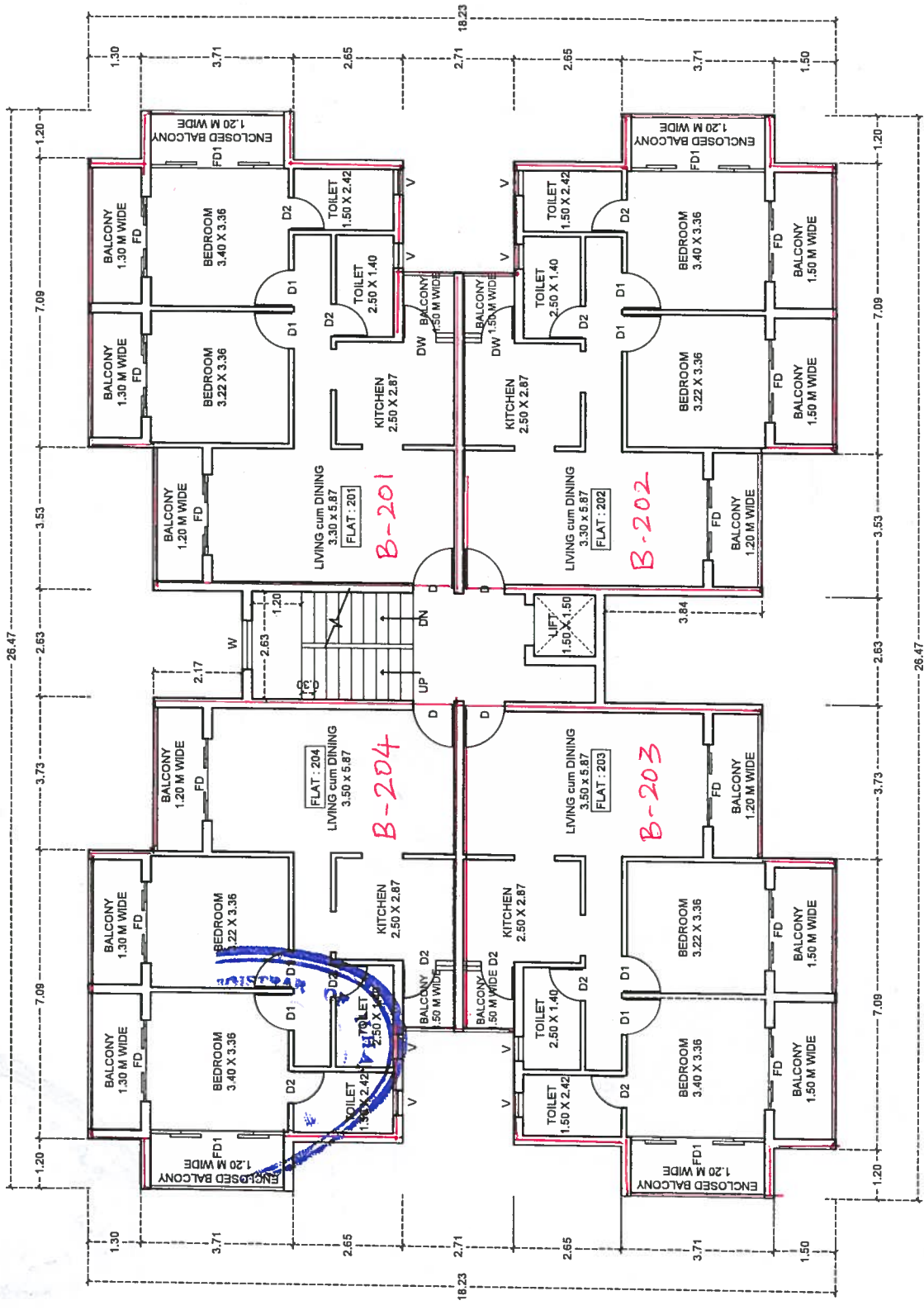


BLOCK B - FIRST FLOOR PLAN



Chandrasekar

B. B. B. B.



DATE : 23 / 04 / 2018



BLOCK B - SECOND FLOOR PLAN

U L Y S I S
ARCHITECTURAL, INTERIOR & LANDSCAPE CONSULTANTS.
201 - A, SECOND FLOOR, MATHIAS PLAZA,
PANJIM - GOA 403001
PH. - 2421950

[Handwritten signatures]

**Government of Goa****Document Registration Summary 2**

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

Print Date & Time : - 05-Mar-2020 04:03:08 pm

Document Serial Number :- 2020-PNJ-544

Presented at 02:03:41 pm on 05-Mar-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

| Sr.No | Description | Rs.Ps |
|-------|------------------|--------|
| 1 | Stamp Duty | 377000 |
| 2 | Registration Fee | 455000 |
| 3 | Processing Fee | 1280 |
| Total | | 833280 |

Stamp Duty Required :377000

Stamp Duty Paid : 377000

Presenter
















| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|---|-------|-------|-----------|
| 1 | CHODANKARS REALTY AND LIFESTYLE PROPRIETOR RITESH CHODANKAR ,S/o - D/o Ramkrishna Chodankar Age: 44, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - 601, Kamat Royale, Caranzalem, Goa 403002, Address2 - , PAN No.: ACYPC8036G | | | |

Executer

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|--|-------|-------|-----------|
| 1 | MAVIS BOTELHO Alias MAVIS SPRIDINA BOTELHO ,S/o - D/o Jacob Mascarenhaw Age: 72, Marital Status: Widow ,Gender:Female,Occupation: Housewife, Address1 - H. No. 985-B, St. Cruz, Tiswadi - Goa, Address2 - , PAN No.: ACAPB5934C | | | |







3/5/2020

NGDRS : National Generic Document Registration System

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|---|---|---|---|
| 2 | MAVIS BOTELHO Alias MAVIS SPRIDINA BOTELHO ,S/o - D/o Jacob Mascarenhaw Age: 72, Marital Status: Widow ,Gender:Female,Occupation: Housewife, Address1 - H. No. 985-B, St. Cruz, Tiswadi - Goa, Address2 - , PAN No.: ACAPB5934C |  |  |  |
| 3 | MAVIS BOTELHO Alias MAVIS SPRIDINA BOTELHO ,S/o - D/o Jacob Mascarenhaw Age: 72, Marital Status: ,Gender:Female,Occupation: Housewife, Address1 - H. No. 985-B, St. Cruz, Tiswadi - Goa, Address2 - PAN No.: ACAPB5934C |  |  |  |
| 4 | MAVIS BOTELHO Alias MAVIS SPRIDINA BOTELHO ,S/o - D/o Jacob Mascarenhaw Age: 72, Marital Status: ,Gender:Female,Occupation: Housewife, Address1 - H. No. 985-B1, St. Cruz, Tiswadi - Goa, Address2 PAN No.: ACAPB5934C |  |  |  |
| 5 | CHODANKARS REALTY AND LIFESTYLE PROPRIETOR RITESH CHODANKAR ,S/o - D/o Ramkrishna Chodankar Age: 44, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - 601, Kamat Royale, Caranzalem, Goa 403002, Address2 - , PAN No.: ACYPC8036G |  |  |  |
| 6 | Mavis Botelho Alias Mavis Spridina Botelho ,S/o - D/o Jacob Mascarenhas Age: 72, Marital Status: ,Gender:Female,Occupation: Housewife, Address1 - H.No 985 B St Cruz Tiswadi Goa , Address2 - , PAN No.: ACAPB5934C |  |  |  |

Witness:

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

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|---|---|---|---|
| 1 | WANDA BIBIANA LORIN TAVARES, 32 , ,9822184394 , ,Service , Marital status : Married 403006 Panelim, Tiswadi, NorthGoa, Goa |  |  |  |
| 2 | NISHAD SHRIPAD SAPTE, 46 , ,8830881717 , ,Service , Marital status : Married 403507 Mapusa, Bardez, NorthGoa, Goa |  |  |  |



Sub Registrar

SUB-REGISTRAR
ULHAS



Document Serial No:-2020-PNJ-544

Book :- 1 Document

Registration Number :- **PNJ-1-533-2020**

Date : 05-Mar-2020



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

SUB-REGISTRAR
TLHAS

