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# JOINT DEVELOPMENT AGREEMENT





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## JOINT DEVELOPMENT AGREEMENT





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## JOINT DEVELOPMENT AGREEMENT



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THIS JOINT DEVELOPMENT AGREEMENT IS MADE AND EXECUTED AT MAPUSA ON THIS 14<sup>th</sup> DAY OF MARCH IN THE YEAR 2023.

#### BETWEEN

M/S PRIPARTH DEVELOPERS LLP, holding pan card no having registered office at, 503, Rose Flower Valley, Wanawadi, Pune- 411040, email:

herein represented by its Partner MR. DINESH VASUDEV CHHUTANI, S/o Shri. Vasudev Chhutani, aged 49 years, Married, Businessman, R/o: Flat No. 503, Rose Building, Flower Valley, Wanwadi, Pune 411040, Holding Pan Card NO. Indian National vide resolution dated 21<sup>st</sup> Dec 2022 (hereinafter referred to as the "Owner", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its authorized / designated partners, attorneys, representatives, successors in title and permitted assigns);

#### AND

KISHORE INFRASTRUCTURES PVT LTD, holding pan card having its registered address at D. No: 3-64/A, 3rd Floor, Qube Building, Opp: Madhapur Police Station Road, Kavuri Hills, Madhapur, Hyderabad – 500 033. Telangana State, email: represented by its

Director MR VENKATA SATYA KISHORE RAJU GADIRAJU, S/o Krishnam Raju Gadiraju, Aged 54 years, holding pan card R/o: 8-2-547/1/2/B, Idea Heavens, Flat No.402, Road

No.7, Banjara Hills, Near E Seva, Khairatabad, Hyderabad, Telangana - 500034 Indian National vide Resolution dated 4<sup>th</sup> March 2023 (hereinafter referred to as the "**Developer**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its directors, attorneys, representatives, successors in title and permitt<u>ed</u> assigns);







(The Owner and the Developer hereinafter jointly referred as "The Parties".)

All Parties are Indian Nationals.

WHEREAS Mr. DINESH VASUDEV CHHUTANI is being represented in this deed by his power of attorney holder Mr. Harshkumar Takrani, Son of Shri Amarjeet Takrani, 39 Years of Age, Married, Service, Indian national, holding PAN card no

Aadhaar Card No: resident of A3-701, Kumar Princetown, Survey No 9, NIBM Undri Road, Pune - 411028, Maharashtra by virtue of the Power of Attorney dated 09/09/2018, executed before the joint sub-registrar of assurances at District Pune, Maharashtra under registration no HVL21-16274-2018 for the purpose of admission of this Deed before the Sub-Registrar of Bardez.

WHEREAS, the Owner has purchased the piece/s and parcel/s of land from its erstwhile owners and possessors under the Sale Deeds mentioned hereinbelow:

Α. The Owners had become lawful owner of the property described under Schedule I and I-A under survey no. 193/13 admeasuring an area of 1,470 Sq Mtrs vide Deed of Sale dated 19th May, 2022 having Registration BRZ-1-2293-2022.

#### AND

Β. The Property described under Schedule II under survey no. 191/1 admeasuring an area of 5,763.56 sq mtrs. and Schedule III under survey no. 193/14 admeasuring an area of 1,204.28 sq mtrs. both vide Deed of Sale dated 14th October, 2022 having Registration BRZ-1-4485-2022.





AND WHEREAS, from and out of the entire land area acquired by way of the aforementioned sale deeds an area admeasuring approximately 8437.84 Sq. Mtrs. belonging the Owner more particularly detailed in the Schedules of Property/ies written hereunder is intended by the Owner to be developed in accordance with sanctioned building plans and necessary permits.

AND WHEREAS the portion of 8437.84 Sq.mtrs. of the Owner as shown in the plan in Annexure B shall be referred to hereinafter as the "JOINT DEVELOPMENT PROPERTY" the same being the primary subject matter of these presents. In this regard it is clarified herein that the said plan bears mention of a property bearing Survey No.193/3-A (Part) which is shown as admeasuring 302.16 sq. mtrs. [having Commercial (C2) Zone]and the same is categorically not forming part of the JOINT DEVELOPMENT PROPERTY and is as such not a subject matter of these presents. Any and all mention of said Survey No.193/3-A (Part) admeasuring 302.16 sq. mtrs. in this document and its annexures is to be expunged from the scope and ambit of the JOINT DEVELOPMENT PROPERTY.

AND WHEREAS, the Developer herein has approached the Owner with an offer that the land area belonging the Owner i.e. the JOINT DEVELOPMENT PROPERTY be developed jointly so as to develop residential apartment / flats / units thereupon which may give better commercial & economic returns to both of them. The Developer has offered to give a revenue share to the Owner from the gross sale proceeds of the residential units (in the manner as detailed in the body of these presents) of the entire project which the parties intend to develop/construct on Joint Development Property. The aforesaid offer of the Developer was considered by the Owner and they have







accordingly accepted the offer subject to the terms and conditions hereinafter contained.

**AND WHEREAS** the Owner is/are in exclusive possession of the Joint Development Property, and as such its title to the same is clear and marketable which are described under Schedules herein below.

AND WHEREAS the Owner and the Developer on a one to one basis, hereto have, in their mutual interest agreed to jointly develop the Project Land/ Joint Development Property, for an arrangement to share revenue i.e. sale proceeds of the residential units & other saleable area of the building/s to be constructed on the JOINT DEVELOPMENT PROPERTY. Therefore, the parties hereto are desirous to do joint development of the same on a principal-to-principal basis.

AND WHEREAS the Developer agrees to develop the entire JOINT DEVELOPMENT PROPERTY by constructing multistoried buildings after all necessary permissions have been obtained and subject to terms and conditions agreed between the parties for the development of the JOINT DEVELOPMENT PROPERTY and further decided to demarcate their roles, responsibilities and liabilities under this Joint Development Agreement under these presents as hereinafter contained.

NOW THEREFORE THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1) The above mentioned recitals shall be deemed to be an integral part of this Joint Development Agreement.







2) The Parties to these presents warrant and undertake that this agreement in no way whatsoever creates a partnership between them nor is it a construction contract nor does a principal and agent relationship develop between the parties by way of entering into these presents. The parties hereto have joined their hands for the development of the JOINT DEVELOPMENT PROPERTY whereby the responsibility of the development is acknowledged by the Developer and the Owner on its part will put up the JOINT DEVELOPMENT PROPERTY for development and shall keep the title of the JOINT DEVELOPMENT PROPERTY for development and shall keep the title of the JOINT DEVELOPMENT PROPERTY for development is entitled to receive revenue share as per the mechanism detailed hereunder of the gross sale proceeds of entire residential units and other saleable areas, rights and open space/spaces to be developed on the JOINT DEVELOPMENT PROPERTY.

3) Parties to this Joint Development Agreement have thus come together for the purpose of joint development of a Residential Project on the JOINT DEVELOPMENT PROPERTY with a view to exploit the commercial potential of the same and for sharing of sale proceeds on principal to principal basis as agreed in these present. It is hereby further clarified that the parties herein are entering into this agreement are for carrying on business independently and as such it not a contract of provision of services to any party and none of the covenants of this agreement be interpreted to mean as contract of service. In this regard it is pertinent to note that:

A) The Developer shall alone undertake the development work and put up the Project thereon either by itself or through competent contractors or, appoint sub-contractors as it may deem fit and proper. The Developer alone is entitled to call for tender or adopt any other







method for the purposes of selection of contractors or agents, employees, etc., required for development or other purposes covered by this Development Agreement. The Developer is entitled to engage architects, engineers, contractors and others as it deems fit for execution of the development work;

B) Each Party shall do all such acts, deeds and things as may be necessary and co-operate with others for peaceful possession and enjoyment of the Developed Area allotted and allocated to the respective Parties;

C) Both Parties to this Development Agreement agree and undertake to each other to act bona fide and in a reasonable manner in the exercise of their respective rights under the terms of this Development Agreement;

D) The Owner herein and the Developer shall enjoy their respective shares absolutely with all powers of possession, enjoyment and alienation without hindrance from anybody whosoever;

E) Each Party is entitled to deal with its share as its absolute estate and is entitled to all income, gains, capital appreciation and benefits of all kinds accruing or arising from or in relation thereto, subject to the conditions mentioned in this Joint Development Agreement;

F) On delivery of the Project as a whole as has been agreed to herein in accordance with the terms hereof and obtaining the Occupancy Certificate, the Developer shall stand discharged and relieved of all its obligations towards the Owner, after completion of all Post Occupancy Certificate works like transformer, PWD, water connections, STP other basic infra works as per norms and statutory obligations applicable in this regard.



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### 4. MAINTENANCE OF THE PROJECT:

The Developer shall be solely and exclusively entitled to either by itself or through its nominees, agents, agencies, etc., maintain the entire, or any part of the Project, including the Owner's share, and the Owner shall pay its/their share of the cost of such maintenance. Furthermore;

A) The Owner and Developer or their nominee/s or purchasers shall become member/s of the Association / Society, by whatsoever name it is called, for the purpose of common administration and maintenance of the Project. The Owners or their nominee/s or purchasers shall be liable to contribute and/or meet the expenses regularly for maintaining the Project mentioned supra as stipulated by such Association / Society from time to time and also shall be bound by the rules, regulations and by-laws of the Association/Society which the parties will formulate in a mutually agreeable manner;

B) A corpus fund, as may be duly fixed by the Developer, for the entire Project shall be floated and paid by the purchasers or the retainers of the Developed Areas at the time of delivery of the possession thereof; and such fund shall initially be held by the Developer in a separate account and subsequently by the Association/Society of the owners of Developed Areas in the Project after its formation. The interest earned and generated on the corpus fund shall be utilized to meet capital expenses to be incurred for repairs and replacement of the major items and if at any point of time, such interest generated or earned on the corpus fund is not sufficient to meet such expenditure, the residue/deficit required shall be contributed by all the owners/occupants of the Developed Area in the Project in the same proportion in which they contribute the monthly maintenance;



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C) Apart from the said corpus fund, the purchasers or retainers or the occupants of the Developed Areas in the Project, as the case may be, shall pay proportionate regular monthly maintenance charges to the Association / Society formed by the owners of the Developed Areas in the Project to meet the expenses for day to day maintenance of the Project as per professional facility maintenance agency.

5) **DEFINITIONS:** Unless the contrary intention appears, the below mentioned terms shall have the meaning described herein below:

A) "Agreement" shall mean this joint development agreement and all its Schedules and Annexure/s attached hereto or incorporated herein by reference, as may be amended or supplemented by the Parties in writing from time to time;

B) "Allottees" or "Purchasers" shall mean and refer to the allottee" in relation to a real estate project, means the person to whom an apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such, apartment or building, as the case may be, is given on rent;

C) "Applicable Law" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, including RERA, foreign direct investment policies, rules and regulations and other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority







and/ or of any statutory authority / body / tribunal in India, having a bearing on this Joint Development Agreement;

D) "Approvals" shall mean permissions, no objection certificates, clearances, permits, building sanction plans, sanctions, exemptions and other approvals including but not limited, change of beneficial interest approval, approval from local competent authority, Airports Authority of India, Local Military / Naval Authority, concerned Pollution Control Board, Ministry of Environment & Forest, concerned Fire departments, Mining, Forest, Indian Green Building Council, Irrigation Department, Public Works Department, Indian Railways, Municipal Corporation, Zilla Parishad, Gram Panchayat, Ground water clearance, Goa RERA, Urban Development Authority approvals, Town and Country Planning, health NOC, local bodies, building plan sanction/ approval, occupation certificate, completion certificate etc., required from any Governmental Authority (Central/ State/Local/Municipal/Panchayat etc.) or from any other person, as the case may be, for the acquisition, construction, development, ownership, occupancy, operation, management, leasing, disposal, transfer of or creation of third party interest and shall include without limitation all approvals relating to or after sanction of layout plans, building sanctioned plans, environment permits, permissions required for cutting of trees, drawing of water, height, commencement certificates and the occupation certificates required in relation to the construction, development occupation and sale of any units in the Residential Project to be constructed upon the JOINT DEVELOPMENT PROPERTY land;

E) "Effective Date" shall mean the date of execution of this Joint



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F) "Encumbrance" shall mean any disputes, litigation, threatened litigation, easement rights, any kind of attachment (including that of any court, Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, impediment, restriction of use, lien, court injunction, claims, partition, unauthorized occupancy, any other legal impediment, title defect, restriction or limitation of any nature on the JOINT DEVELOPMENT PROPERTY;

G) **"Force Majeure"** shall mean and include an event as preventing the Developer and/or Land Owner from performing any or all of its obligations under this Development Agreement, which arises from or is attributable to any of the below events:

i) Act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters, pandemics and resulting lockdowns if mandated by government etc.;

Explosions or accidents, act of terrorism;

iii) War and hostilities of war, riots, bandh, or civil commotion;

H) "Goa RERA" shall mean the Goa Real Estate (Regulation and Development) Rules, 2017 and notifications, regulations promulgated there under, as may be notified by the Government of Goa and which may be applicable to the JOINT DEVELOPMENT PROPERTY development contemplated herein;

I) "Land Owner Retained Units" shall mean the units identified by Owner as its share at any point in time during the subsistence of this agreement so that the Developer can then as per Owners' directives designate and earmark in writing the area which will be retained by the Owner in the constructed premises;



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"Developer retained units " shall mean those Units under the J) sole control of Developer clearly differentiated from those of the Land Owner Retained Units, either for retaining them or renting them, after OC's are obtained, which are under and part, or share of percentage of receivables by Developer herein;

"Saleable Area" includes Carpet Area plus K) veranda/balcony/terrace area which are exclusively meant for the Allottee plus the proportionate share of Common Areas and any other area as agreed between the Promoter and Allottee in the agreement of sale for which a proportionate cost has been collected from the Allottees";

"Completion": The said Completion of the Project as a whole L) shall mean and include all civil works including the building(s), Landscaping, electrical works, sanitary and plumbing works, sewerage and all other common amenities as listed in the Annexure A hereto along with permanent connection for electricity and water and sewerage etc., as defined in Goa-RERA norms, coupled with the architects certificate issued by both the parties to these presents;

"Gross Sales Amount " shall mean the total sales proceeds (for M) constructed unit/s as well as applicable parking and saleable ancillaries which can be sold as a complete package to purchaser/end user/ Allottees in accordance with RERA mandates) received in full or part instalments from the purchaser/end user/ Allottees which includes the GST paid by the said purchaser/end user/ Allottees without the deduction of any sales agency brokerage;

"Net Sales Amount" shall mean the sales proceeds (for N) constructed unit/s as well as applicable parking and saleable ancillaries which can be sold as a complete package to purchaser/end user/



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Allottees in accordance with RERA mandates) in which the GST is paid by the purchaser/end user/ Allottees either in full or part instalment or any other type of statutory tax (such as TDS) that is deducted and brokerage of sales agency is to be deducted therefore the balance residual amount, is referred to as the net sales proceeds which shall be shared as per prescribed ratio in this said JV Agreement. The overall responsibility of ensuring that the refund / credit of such statutory deductions as contemplated herein above (in this clause) in proportion to Owners' share duly unto to the Owner shall always vest with the Developer;

O) "Basic Infrastructure Amount" shall mean the amount charged and collected from the purchaser / end user / Allottees for infrastructure works including but not limited to Transformer, Electrical Meter, Water Pumps, PWD water connection etc.; the revenue so collected shall be accounted and credited in Developers' Bank Account. It is to be noted that if Owner retains any number units post OC or Pre-OC, then he would also contribute amounts as incurred on actual basis for electricity connection and water connection only and shall not be liable to pay for any other infrastructure costs;

P) "Amenities & Facilities Amount" shall mean the amount collected from the end user purchaser towards facilities like the Gym, Swimming Pool, Indoor Games, Club House, Generator etc., charged by the Developer to end use purchasers/ unit holders, Developer Retained Units and the accuring amount shall be accounted or credited to appropriate collection account and subsequently the Developer and Owner shall share the same as per their respective percentages agreed to in this document;



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"Amount of Society" shall mean the amount collected from end Q) use purchasers, units retained by Owner as well as Developer, as advance maintenance of Five (5) years and fixed Corpus Fund per unit. This amount belongs to be formed society after the handover completion of all the phases of the Project and the said amount will finally be deposited in the maintenance Bank Account of the Society formed, and these amounts will be collected from end purchasers or Units holders at the time of registration of Final Conveyance Deed for their respective units.

6)

In consideration of the foregoing and subject to the payment, performance and observance of the obligations, covenants and undertakings of the Developer as is set out herein, Owner hereby grants and the Developer hereby accepts the grant of development rights of the Schedule Property and authorize the Developer to develop the Schedule Property whereupon the Developer shall construct residential flats / units upon the present 8437.84 sq.mtrs plus balconies, staircases and common areas and in future as per revised sanctioned plans and in accordance with sharing ratios defined in detailed hereunder [hereinafter referred to as said "Complex"] in terms of already approved existing plans on the terms and conditions contained herein below by compliance with the applicable provisions of law and in accordance with the plans approved by the concerned Town Planning authority (hereinafter referred to as the said "Project" as a whole). The Developer is hereby authorized and shall be entitled to on execution hereof to:

A) Undertake the development of the Schedule Property in the manner as stated in this Agreement together with and the Marketing (in the manner as detailed herein below) and all related and incidental activities in this regard as recorded herein;





Undertake the development & construction of the complex; and B) bear and pay all the Project Costs so as to complete the entire endeavor in the manner as agreed to herein.

#### GRANT OF POSSESSION FOR DEVELOPMENT 7)

Simultaneously with the execution of this Agreement, the Owner has given possession for the Developer to enter upon and remain at the Schedule Property inter alia for the purpose of discharge of all obligations & functions; and for enjoyment of all rights, entitlements and authorizations under this Agreement and such other and further deeds and documents as may be executed pursuant thereto. The Developer shall have right to enter upon, occupy and use the Schedule Property and to make at its costs, charges and expenses such investment, development and improvements therein as may be necessary and expedient to implement the Project in accordance with the provisions of this Agreement. Provided however that, nothing herein contained shall be construed as delivery of possession unto the Developer in part performance of any Agreement for Sale under Sec 53A of the Transfer of Property Act or under section 2(47) (v) of the Income Tax Act 1961. It is clarified that the right of entry into the Scheduled Property is granted for undertaking development and carrying out the agreed to obligations of the Developer under this Agreement.

The Developer shall execute/implement the Project upon the 8) project land without bifurcating the JOINT DEVELOPMENT PROPERTY by treating the entire land under development as single piece of land. By virtue and in pursuance here of the Developer shall be entitled to construct the buildings containing residential flats / units thereupon and by sale / alienation of such residential flats / units / or



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rights applicable thereto to any and all prospective purchasers thereof on "Ownership" basis under the provisions of the GOA Rera or any other applicable Act / Statute or in force which may be implemented/brought into force by state/central government. It will be duty of the Developer to comply with the provisions of such newly enforced Act (if any) and any and all currently applicable statutes. The Developer is entitled to enter into Agreements for Sale and ancillary documentation for conveyance of constructed units / premises subject to the Owner being the Confirming Party in all documentation with the prospective purchasers / end users for the sale of developed tenements, car parking and other facilities on the JOINT DEVELOPMENT PROPERTY to be developed and to appropriate the proceeds thereof in the ratio as has been agreed to by and between them. It is further agreed that in the Agreement for Sale / registered documentation for such developed tenements their respective Car Parking and other facilities it shall be pointed out that conveyance/documents of transfer in favour of a Body or Purchaser/s will be signed and executed by the Owner and the Developer jointly at all stages of development until final conveyance.

9) It is agreed between the parties that the Residential Project as a whole being developed on the project land/ JOINT DEVELOPMENT PROPERTY shall have nomenclature which shall be decided mutually. None of the parties will be entitled to change or modify the name of the Project as a whole without the unanimous written consent of each other.

### 10) ROLE/ RESPONSIBILITIES OF THE OWNER:

The Owner covenants and assures the Developer that-

A) Its title to the part of Owner's Land i.e. JOINT DEVELOPMENT PROPERTY (8437.84 Sq. Mtrs.) is free, clear and marketable and free



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from all encumbrances and that during the course of development its title will be kept unencumbered;

B) The proposed JOINT DEVELOPMENT PROPERTY has got its present zone changed to C2 zone Vide Ref. No: TPBZ/ZON/10964/CAL/TCP-2023/82 Dt: 23-01-2023 and hence its present FAR is 1.5, for which the developer shall soon give drawings from their appointed architects in 60 days from the Effective Date of this JV Agreement so as to enable the Owner to facilitate and get the one time revised sanad, sanctions, approvals, health NOCs and construction license/s as per new FAR of 1.5, which shall under due process be registered by way of supplementary agreement/s in near future at the cost and complete responsibility of the Developer;

C) To procure initial sanction/s from the competent authority having a bearing on these matters to the said Building Plans in respect of the JOINT DEVELOPMENT PROPERTY and pay the charges, fees and other statutory payments and deposits in this regard. Furthermore, in the event of any number of revisions of such Layout and Building Plans, the Developer is/are liable to pay the additional or further expense and/or charges and also the entire cost of such revision/s;

D) To sign and execute all necessary document/s and papers as may be required for the purpose of perfecting the rights derived herein vested with the Developer and or prospective purchasers subject to clearance of all dues payable to Owner and other such matters, if any;

E) Not to cause any let or hindrance for development of the Schedule Property and the Developer is permitted to enter into and develop the Schedule Property as per the scheme of development agreed to under the terms of this Development Agreement;



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F) To carry out such acts, deeds and things as may be reasonably required by the Developer at the cost of the Developer in order to successfully develop the Schedule Property into the Project and the Owner shall rectify defects, if any, in his/its title to the Schedule Property at his/its own cost and expense;

G) The Deed of Conveyance will be executed in favour of one or more ultimate body/society constituted for the residential unit purchasers of the building/s constructed upon the JOINT DEVELOPMENT PROPERTY, however cost of the same will be borne by all the or the prospective purchasers of the flats/ final units holders, etc. The said process will be facilitated by the Developer for the convenience of all, with the necessary signatures being rendered by the Owner subject to clearance of all pending issues and dues at that point in time from the Owners' perspective and the same being to its satisfaction;

H) The liability of any assessment/taxes of the JOINT DEVELOPMENT PROPERTY, which is owned by the Owner, prior to the execution by these presents shall be borne by the Owner and after entering into these presents the same shall be cleared and paid by the Developer;

I) In case any dispute or litigation arise in respect of title of the Owner's to the JOINT DEVELOPMENT PROPERTY, the same shall be resolved by the Owner at its costs and risks. Under this agreement besides the aforesaid roles and responsibilities and in general keeping the title clear on its part; of the JOINT DEVELOPMENT PROPERTY; the Owner shall have no liability towards the cost of construction required from commencement of the project till the completion of the Project as the same shall be exclusively borne and paid by the



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Developer. The Developer undertakes that the construction will not be delayed for the reason of insufficiency of funds, and the Owner shall stand indemnified by the Developer in all aspects.

11. ROLE/RESPONSIBILITIES / OBLIGATIONS OF THE DEVELOPER:

The Developer assumes responsibility, covenants and assures unto the Owner the following-

 A) To prepare and finalize the plans and applications required for development of the Project on the JOINT DEVELOPMENT PROPERTY;

B) To take all necessary steps to prepare required plans / drawings / designs / applications for development of the Project on the JOINT DEVELOPMENT PROPERTY as per all applicable rules and regulations and submit the same to the concerned local municipal authorities and various government departments and authorities from whom licenses, sanctions, consents, permissions and no objections and such other orders may be required for the development of the Project;

C) After initial sanctions and approvals to the extent of 1.5 FAR thereafter to improvise the plans if and when suggested by appointed architect, Developer shall obtain, at its own cost and expense, the said necessary approvals, sanctions, license, etc., in accordance with the improvised plan if any, with such alterations, additions, modifications as may, from time to time, become necessary; and develop the Project as a whole on the Schedule Property;

D) To exercise discretion in all matters relating to conceptualization, manner, method and design of development of the Project upon receipt of consent by Owner subject to the terms of this



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### Development Agreement;

E) The Developer stands absolved of, discharged and exonerated from all its obligations on full and final delivery of the Project as a whole as has been agreed to herein in accordance with the terms hereof, as per all norms and statutory obligations applicable in this regard;

F) The Developer may, at its sole discretion, agree to execute additional items of work as required by the Owners on separate and mutually agreed terms and or rates or that the Owners shall be at liberty to get any additional items of work done by its own agency only after taking possession of the Owner's share. The time taken for such additional work shall be added to the time stipulated for delivery of the Owner's share stipulated under these presents;

G) To take all decisions pertaining to the said Project pertaining to sales and marketing and all decisions and bear expenses regards participation in exhibitions, advertising, preparing brochures, hoardings, interacting with prospective purchasers and providing services in general and further to devise and implement marketing and professional strategies and policies for the marketing of the Project at the cost of the Developer. However, as regards the sale policy, in view of the fact that the Owner is to receive its share of the Net Sale Proceeds as well as proceeds from Amenities & Facilities Amounts, such sale policy shall be jointly reviewed by the parties hereto every three (3) months hereafter. It is hereby clarified that it will be the sole responsibility of the Developer to market and advertise the project and to procure the bookings for the units in the said Project;

H) To practically implement the construction activity on the JOINT DEVELOPMENT PROPERTY appoint Architects, RCC Consultants



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and other Consultants for the said Project for the best and optimum asthetic value;

I) To ensure the maximum utilization of the F.A.R available for carrying out construction on the JOINT DEVELOPMENT PROPERTY (including the F.A.R becoming available as part of the project land and also including the FAR becoming available by way of purchase of "Transfer of Development Rights"/Premium/Any other ancillary measure permissible as per local laws);

J) To provide all funds required for carrying out development of and construction on the JOINT DEVELOPMENT PROPERTY and for meeting all other incidental costs, taxes etc. of the Project and bear the entire expenses of the development whether the same are detailed in this document / agreement or which may arise in due course of development activity upon the JOINT DEVELOPMENT PROPERTY. Further the Developer here in shall not stop or interrupt the implementation of the said Project for want of finances or due to the fact that the gross sales proceeds of the said Project being less than its expectations and projections. The Owner (and by extension the Developer as well who is expected to complete this project from its own resources and funds) shall not Pledge/ Mortgage the original documents of the JOINT DEVELOPMENT PROPERTY with any Bank / Financial Institutions and or with any Third Party, and All Original documents shall remain with Land Owner at their registered office and shall be made available for perusal / inspection upon due prior notice;

K) To bear and pay all expenses incurred for advertisement / publicity for the said Project in any form and media:



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L) To carry out the actual work of development/construction and to ensure that the same is completed within a period of 36 (thirty six) months from the Effective Date of this Agreement, provided however that the Developer shall be entitled to a reasonable extension of three (3) months in the said time limit prescribed for completion of the said Project. Also the parties shall work together to determine any force majeure causes impeding the progress of the project or if there are delays on account of any defect in the title of the Owner to the Owner's land or any outstanding encumbrance being found to exist thereon which needs to be resolved. If there are such force majeure or titular reasons coming to light then the parties shall mutually extend such time lost to the agreed to timelines above. The Developer on its own accord shall do no such act or deed in a direct / indirect manner whereby the title of the Owner to the JOINT DEVELOPMENT PROPERTY is compromised in any manner;

M) The Developer shall frame a format for handover / sign off letter in supplementary deed to be executed for individual flats and blocks and the contents of the same shall be approved by the Owner herein. This sign off / handover letter will have details of works, responsibilities completed by the Developer as agreed in JV Deed in case of respective flats, and will be signed by purchasers / unit holders during the time of hand over of keys to them by the Developer. And once any flat / block is completed the Developer will inform in writing or by mail to purchasers / unit holders to come and inspect the same in 15 working days and having satisfied themselves fully with the same, would do the needful signatures for acceptance / possession in the same site meeting itself;







N) In the case of any block wise or flat wise handover letter for the Owner Retained Units, the same will be signed by Owner accepting the completion of responsibilities of Developer after Owners' completion of necessary due diligence in this regard through its designated technical personnel/ Architect/s;

O) To procure the Completion Certificate and Occupancy Certificate and all incidental NOC's/Permissions in respect of the said Building/s constructed on the JOINT DEVELOPMENT PROPERTY from the competent authority/ies and other concerned Governmental/ Public/Semi-Public Bodies or Authorities. To bear and pay the charges, fee and other charges and deposits which will be required to procure final completion certificate / NOCs from the competent authority/ies to the said Buildings/Layout and the said Building Plans in respect of the JOINT DEVELOPMENT PROPERTY;

P) To discharge all responsibilities and liabilities as "Promoters" (including regarding defect liability for which the Developer herein is solely liable and shall keep the Owner absolved and harmless) under the provisions of the Goa RERA Act, vis-à-vis the purchaser/allottees of Residential Flats/ Units in the Project and the responsibility of conveying the JOINT DEVELOPMENT PROPERTY in favour of the said Ultimate Body/Bodies as stated above;

Q) The Developer shall register the Real Estate Project with the Goa Real Estate Regulatory Authority (Goa RERA) established under statute applicable in this regard. The Developer shall furnish all requisite information to the Goa Real Estate Regulatory Authority as prescribed and that 70% of the amounts realized for the Real Estate Project from the Purchaser/s/Allottes from time to time shall be deposited in a separate account to be maintained in a







Nationalized/Scheduled Bank or in a manner as mandated by Goa RERA to cover the cost of construction and shall be used only for the said purpose. The Developer shall withdraw the amounts from the aforesaid account to cover the cost of the project in proportion of the percentage of completion of the project as per Goa RERA rules in force. The amounts from the aforesaid account shall be withdrawn by the Developer after it is certified by the Engineer/Architect and the Chartered Account in practice that the withdrawal is in proportion to the percentage of the completion of the project. The Developer shall comply and fulfill all the requisites as necessary and as prescribed under governing acts including but not limited to Goa RERA;

R) The Developer shall at its own cost obtain the necessary permissions/NOCs from the competent authority/ies, Sewage Department, State Government, Central Government, Fire Department or any other Government, Semi-Government and any other Agencies during the development of the JOINT DEVELOPMENT PROPERTY after the initial sanctions for commencing the project have been sought by the Owner and clear all statutory dues applicable payable on the JOINT DEVELOPMENT PROPERTY from the date of entering into these presents. The Owner will not be called upon to pay/contribute any additional monies in this respect. The Developer shall develop the JOINT DEVELOPMENT PROPERTY in accordance with the approved plans by the competent authority/ies and as per the specifications as contained therein and agrees and undertakes to handover possession in the agreed to timeframe between the Parties as well as keep the Owner saved, harmless and indemnified in this regard;

The Developer shall be liable for the payment of the bills of S) various contractors appointed by them, wages/salaries for the workmen employed by the Developer for the purpose of carrying out their



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obligations under these presents and also for payment of bills of the Suppliers of building materials etc. The Developer shall throughout hereafter and always keep saved and harmless and keep indemnified the Owner from and against all actions, demands, costs, charges, expenses, damages, fines, penalties etc. resulting on account of any act of omission or any prejudice caused on the part of the Developer in carrying out the obligations under this Agreement and/or on account of the Developer violating any of the applicable laws or regulations as well as non-payment of any such dues and bills as are contemplated in this clause;

The Developer hereby agrees and undertakes to take care and T) indemnify the Owner against all possible nuisances by labourers, trespassers, easement right etc. during the period of development upto the date of the completion of the Project as a whole. As such, Developer shall indemnify the Owner from any and all losses / legal action etc. on account of lapse in labour law compliances of its personnel, contractors and labourers working on the JOINT DEVELOPMENT PROPERTY. The Developer shall be responsible to take out a comprehensive insurance policy covering all aspects of the development project as contemplated herein until such development is complete in all aspects and all units have been handed over to the end users. Necessary premium and renewals shall be the sole responsibility of the Developer. As such, any and all worker safety compliances shall be the sole responsibility of the Developer. The Developer shall indemnify and keep indemnified, saved, defended and harmless the Owner from any loss or damage suffered or incurred by the Owner as a result of any claim made by any person or party or by any governmental authority / department / agency on account of any accident on site during the execution of work of development/ construction resulting in death or



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injury to any person or party or damage to any property including the JOINT DEVELOPMENT PROPERTY;

U) On account of the fact that sales shall be the responsibility of the Developer it shall also be entirely responsible and liable for any customer grievances and / or action initiated by the end users/ allottees / purchasers and shall keep the Owner completely harmless and indemnified in this regard. So also, the Developer shall be responsible for ensuring that the Owner is in complete receipt of any and all dues and receivables agreed to under these presents (in various clauses) and which may be agreed to in supplementary agreements by way of development of residential premises and ancillary components as envisaged and the sale of the same to end users/ purchasers/Allotees.

DEFECT LIABILITY PERIOD AND SCOPE : In line with 12. mandates of Goa RERA if within a period of five years from the date of handing over the Apartment to the Allottee, the Owner/Allottee brings to the notice of the Developer, any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Owner/ Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. In case the owners/allotees carry out any civil work/s within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Developer shall not be liable to rectify or pay compensation. But the Developer may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to normal wear and tear humidity, variations in temperature, cannot be considered





as defective work. Developer will have a back to back contract with all significant contractors so that if any cost is required to be incurred on account of such defect, Developer can claim it from the respective contractors.

13. It is agreed between the Parties hereto that the Developer shall obtain the warranty for terrace water proofing work or for that matter any and all water proofing work from the concerned contractor in respect of all buildings constructed for such period (for a minimum period of 5 (five) years) as per the warranty issued by the waterproofing contractor on his letter head / undertaking may be granted by the Contractor and the Developer shall be entitled to benefit of such warranty for the period as may be specified therein.

14. All the above obligations shall be performed by the Developer from out of its own funds/share of the "Net Sale Proceeds" of the said Project within the time stipulated above and furthermore it is agreed by and between the Parties that;

A. Responsibility of Quarterly & Annual compliances of project under Goa RERA: The Developer shall be responsible to get the Goa RERA Registration done as per the procedure prescribed under RERA Rules, notifications, orders etc., and by updating the details of the project on various platforms like RERA web portal, and updating the RERA Annual Audit Reports by their authorized RERA consultant, within the statutory due date as may be prescribed from time to time. The Owner will not be liable to bear the cost or consequence of noncompliance, if any;

B. Liability of Taxes: In case of any unsold inventory on the date of occupancy certificate with the Developer, the Developer will discharge GST at the rate in force on the date of occupancy certificate under



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reverse charge mechanism and any unsold inventory of Owners' share post Occupancy Certificate, the Owner will bear the GST liability for their inventory.

15. It is further agreed between the parties that the Residential Flats/ Units from the project shall be booked for sale, as constructed units, by the Developer at the prices to be jointly approved by the parties. For this purpose, at the beginning of every 3 (three) months, a price band for different Residential Flats/ Units shall be decided mutually, by the Owner and the Developer, authorizing the Developer to negotiate the best possible price with the customers/purchasers, within the range of a pre fixed price band, for the ensuing period. All Agreements for Sale of Residential Flat/ Units in the said Project shall be executed by the Developer therein as "the Promoter" while the Owner herein shall join in each of such Agreements as a "Confirming Party". The entire liability in relation to the construction of the residential units shall lie on Developer as shall be clearly stated in such flat/units etc. booking agreements and/or agreements to sale. The Owner in no way shall be responsible for the obligations towards the Residential Flats/ Units sold/agreed to be sold to the purchasers/ end users.

16. It is further agreed between the Owner and the Developer that 'the "Net Sale Proceeds" (amount derived from all sales receivable after deductions for statutory taxes, brokerage in line with definitions above) from the Project to be implemented on the JOINT DEVELOPMENT PROPERTY shall be apportioned by way of sale of the Saleable Area in the following ratio:

A) Developer- 54% of the Saleable Area in the Residential Project along with corresponding proportionate rights in the common areas, Undivided share of land (UDS), parkings and terraces etc., post approvals. From this allocated 54% of developer share a portion of 8%



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of saleable area is demarcated exclusively for marketing and sales by Developer solely. Such 8% of saleable area shall be identified and earmarked for sale by the Parties jointly to these presents after receipt of official approvals and sanctions in this regard and the proceeds derived from sales thereof shall be appropriated solely by the Developer. It is expressly clarified for all intents and purposes that the Owner herein shall in no way or manner be responsible for any and all matters and commitments to end users concerning such 8% of saleable area to be sold exclusively by the Developer. The Developer shall indemnify and keep indemnified that Owner in this specific regard at all points of time;

B) Owner- 46% of the Saleable Area in the Residential Project along with corresponding proportionate rights in the common areas, Undivided share of land (UDS), parkings and terraces etc. together with all applicable and eligible refunds / credits on account of the purchaser / allottee / end user deducting statutory taxes;

C) Total of 92% of saleable areas as per revised plan would be under joint marketing and selling mechanism which will be shared equally by Developer and the Owner in the ratio of 46% to each party. Further, the sharing ratio of the parties will remain same for any additional construction carried out on the project land for whatsoever reasons like by way of utilizing the F.S.I. becoming available by virtue of the said rights appurtenant to the project land and by virtue of purchase of Transfer of Development Rights / Premium / any other or due to any changes in rules etc. However, it is clarified for all intents and purposes any additional F.S.I. or development rights becoming available on the said JOINT DEVELOPMENT PROPERTY in future and which is not consumed for the construction of this project, the said balance unconsumed F.S.I. shall be retained by the Owner only and



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such additional deeds and documents to be entered into as per law shall be duly registered by and between the Parties to clarify and settle this aspect. The term "**Gross Sale Proceeds**" (as defined above) shall mean and include the actual amounts received/receivables together with all applicable taxes from the sale of the said Residential Flats/ Units in the said Project considered in a comprehensive manner in line with the objective of this deed will be a complete package per unit in line with Goa RERA prescribed norms.

D) It is clarified that any sums other that the aforementioned sums received under any accounting head including amount received from the purchasers of Residential Flats/Units in the said Project for carrying on additional items of the work or for providing additional amenities or up-graded amenities (with reference to the "Standard" amenities to be provided in the Project" as detailed in Annexure A), legal charges etc. shall be forming part of the Gross Sales Proceeds and shall thereafter (after necessary deductions in the manner for taxes , brokerage etc. as detailed above) be subject to the sharing ratio as has been agreed to by and between the parties herein;

E) It is further clarified that the entire expenses of development and marketing including the cost of construction of the buildings/structures, amenities (club house, landscape gardens, swimming pools etc.), all taxes and all other incidental direct and indirect expenses related to this project development (hereinafter referred to as "project expenses") that may be required for the development of the project land are to be borne by the Developer only. However, cost of the additional F.S.I. to be loaded on the JOINT DEVELOPMENT PROPERTY shall be borne by

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# 17) DEPOSITS APPLICABLE HEREIN ON SITE/ JOINT DEVELOPMENT PROPERTY:

A) Pursuant to the Parties entering into these presents, the deposits as detailed hereunder are applicable to the development of the JOINT DEVELOPMENT PROPERTY is/ are agreed to between the Developer and Owner;

B) An amount of Rs. 4,00,00,000/- (Rupees Four Crore Only) interest free refundable deposit, paid by the Developer under these presents during or at the time of execution of this Joint Development Agreement, which shall be refunded interest free upon completion of the project as per the terms agreed and detailed herein below. The Developer has paid/ shall pay the said amount of Rs.4,00,00,000/- (RupeesFour Crore Only) as under :

Sr. No.	Amount / Tranche of Deposit Payment
1.	Rs.1,00,00,000/-, (In words Rupees One Crore Only) by RTGS dated 13 <sup>th</sup> March, 2023 issued by Canara Bank, Somajiguda, Hyderabad Branch and having UTR No.CNRBR5202303151138722.
2.	<b>Rs.1,00,00,000/-, (In words Rupees One Crore</b> <b>Only)</b> by way of Cheque dated 5 <sup>TH</sup> September, 2023 issued by Canara Bank, Somajiguda, Hyderabad Branch and having Cheque No.064076.(Receipt of which by Owner is subject to clearance.)
3.	Rs.1,00,00,000/-, (In words Rupees One Crore Only) by way of Cheque dated 10 <sup>th</sup> September, 2023 issued by Canara Bank, Somajiguda, Hyderabad



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	Branch and having Cheque No.064077. (Receipt of which by Owner is subject to clearance.)
4.	Rs.96,00,000/-, (In words Rupees Ninety Six Lakhs Only) by way of Cheque dated 15 <sup>th</sup> September, 2023 issued by Canara Bank, Somajiguda, Hyderabad Branch and having Cheque No.064078. (Receipt of which by Owner is subject to clearance.)
5.	Rs.4,00,000/- (In words Rupees Four Lakhs Only) paid as and by way of TDS on 13 <sup>th</sup> March, 2023 at the rate of One Percent (1%) and Form 26QB (Having Acknowledgement Number as AJ01360203 and Challan Identification Number as 23031300187309CNRB) has been generated and attached to these presents.

C) The Owner has agreed to refund an amount of Rs.2,00,00,000/-(Two Crore Only) form and out of the refundable deposit upon receipt of completion order and OC from Town and Country Planning and Panchayatreceptively of two (2) blocks from and out of a total of four (4) proposed blocks proposed to be developed upon the JOINT DEVELOPMENT PROPERTY. Further the next and last tranche of Rs.2,00,00,000/- (Two Crore Only) is to be refunded upon receipt of completion order and OC from Town and Country Planning and Panchayat and hand over of the subsequent two (2) final proposed blocks. The Owner has agreed to assist and coordinate the developer in procuring the CC and OC from the respective departments upon written communication from the Developer to this effect. The liasoning charges for obtaining the completion certificate and occupation certificate will be borne by the Developer. It is clarified for all intents and purposes



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that the refund of any and all sums / deposits in the manner as aforementioned shall be only after and subject to the Owners' satisfaction in all aspects of development at that point in time/stage.

# 18) TERM, PENALTY FOR NON COMPLETION AND DEPLOYMENT OF OWNER PERSONNEL ON SITE:

A) It is further agreed between the parties that the entire development on the JOINT DEVELOPMENT PROPERTY is to be completed by the Developer within a period of 36 months from the date of execution of these presents i.e. Effective Date with a grace period of additional three (3) months therefrom failing which the Developer shall be liable to pay monthly interest at the rate of 15% p.a. within 15 days of the succeeding month as and by way of a penalty to the Owner for all of the Owners' share of unfinished / undelivered inventory on site at that point of time, computed by way of using the basis / value of the last such unit / apartment sold in the Project. This mechanism as detailed in this clause shall be in force for a maximum of six (6) months from date of calculation of penalty in the manner as described above. The above is to be read and construed in light of the possibility that the Parties to these presents may mutually agree to let the Owner Take over the project for completion under the conditions detailed in Clause 28;

B) It is clarified and understood by and between the parties that the Owner herein is entitled to appoint its personnel at the JOINT DEVELOPMENT PROPERTY site office so as to keep itself abreast of all aspects of development activity conducted upon the JOINT DEVELOPMENT PROPERTY which shall include but shall not be limited to the accounting and sales monitoring only. However for the technical aspects of construction et cetera. the parties have agreed to conduct an audit every three (3) months for the duration of the project.







The Developer herein shall not obstruct access to such deployed personnel of the Owner on site and shall grant access to all areas, information, documents et cetera. If there are any suggestions, observations put forth by the personnel deployed by the Owner as regards the development activity on the JOINT DEVELOPMENT PROPERTY, then such suggestions etc. shall be duly noted and implemented by the Developer upon the express request / intimation by the Owner from time to time. However the Owner has/have agreed there will no day-to-day involvement in technical procedural execution work of the project. This is purely to avoid any overlapping of decisions.

19) The Owner and the Developer herein shall bear and pay all amount paid towards sales commission to Broker/Commission Agents for Sale of Flats/ Units in the said Project (apart from the brokerage appliable to 8% saleable area solely earmarked for Developer which shall be borne solely by the Developer) in the proportion 50:50 respectively.

## 20) BANK ACCOUNTS ETC.:

A) It is agreed by and between the parties hereto that a Bank Account in the name of "Project Collection and Escrow Account" will be opened and operated in any Nationalized, Scheduled or Multi-National Bank as decided and as may be mutually agreed upon by the parties hereto and such Account (hereinafter referred to as "the Project Collection Account") shall be operated in accordance with Goa RERA norms. All amounts received from the prospective Purchasers of Residential Flats/ Units in the Project by way of "Gross Sale Proceeds" of the Project to be implemented on the project land shall be deposited in the said "Project Collection Account". Out of the "Gross Sale



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Proceeds", after deducting the GST collected from the customer and deducting the proportionate sales commission, from the sales agency, from such Net sale proceeds 30% shall be transferred to a non RERA bank account i.e. the Owner's bank account immediately upon receipt. And the balance 70% of net sales receipt which is received in collection account of RERA designated Bank account shall be transferred to the account of the Developer in the manner as mandated by Goa RERA, which amount shall be withdrawn by the Developer to cover the construction cost of the Project in proportion of the percentage of completion of the project. The amounts from the aforesaid account shall be withdrawn by the Developer after it is certified by the Engineer/Architect and the Chartered Account in practice that the withdrawal is in proportion to the percentage of the completion of the project already done and planning for immediate future, for the execution of the construction/development work undertaken by the Developer under the auspices of these presents. That being said, it shall be the Developers' responsibility to render the additional 20% over and above the aforesaid 30% unto the Owner either from the sale receipts of units [within sixty (60) days of its receipt] OR from its own sources on or before sixty (60) days whereupon it becomes due and payable to the Owner herein so as to cover for and make up the entire quantum of receivables due and payable unto the Owner as per the sharing mechanism herein. The Developer and the Owners shall individually adhere to RERA norms for all such matters;

B) Another Account in the name of the Developer will be opened in the said Bank and all amounts received from the prospective purchasers of Residential Flats/ Units, Land Owner Retained Units if any, in the said Project towards Electricity and Water Deposits & Charges, Stamp Duty, any and all Indirect Taxes such as GST etc. and Registration







Charges mentioned hereinabove shall be deposited in such other Account. Such Account opened for receipt of such Electricity and Water charges etc. shall be operated by the Developer alone;

C) A third Bank Account shall be opened in the name of "Project Condominium/ Society Maintenance Account" in the same bank and all amounts received from the prospective purchasers of Residential Flats/ Units in the said Project towards Common Area Maintenance Deposits and Charges shall be deposited in such Account. Such Account shall be operated by the Developer jointly with the Owner. The interest accrued on all such amounts deposited in such "Project Condominium/ Society Maintenance Account" shall be received by the Parties jointly and subsequently this account shall be handed over to the association/society/ultimate body of home/unit owners of the project upon JOINT DEVELOPMENT PROPERTY;

D) It is hereby clarified that merely because the Gross Sale Proceeds of the Project are received by the parties hereto in the name "PROJECT COLLECTION ACCOUNT", it shall not be construed to mean that the parties hereto have formed an Association of Persons or Partnership. Such arrangement has been agreed upon merely for the sake of convenience;

E) It is further clarified stated and agreed to by and between the parties herein that the escrow agreement to be entered into with the designated and chosen bank shall clearly mention the provision of the Owner taking over the bank accounts applicable to the project contemplated herein, such takeover being on account of and in accordance with the provisions of clause 28 hereinbelow.



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21) At the end of every calendar month, the Developer shall furnish unto the Owner the statement showing all sales of Residential Flat/ Units in the said Project as a whole upon the JOINT DEVELOPMENT PROPERTY, effected during such month together with all corresponding bank statements from all the accounts in which any and all applicable amounts were collected from end users / purchasers / Allottees i.e. the sale prices thereof and all amounts recovered from the prospective purchasers of Residential Flat/ Units in the Project during such month. The parties herein shall duly agree upon an MIS format to be adhered to strictly in this regard so as to jointly monitor the progress on a real time basis till its completion.

The Developer shall ensure that all such development 22) construction work will be carried out in accordance with the sanctioned plans and specifications and in accordance with the applicable Building Regulations and the Developer shall ensure that the quality and the material and workmanship used in such construction work is of the requisite quality and the Developer shall indemnify and keep indemnified the Owner herein from any loss or damage suffered or incurred by either of them as a result of any breach committed by the Developer of the sanctioned plans and specifications and the applicable Building Regulations and/or as a result of any defect in the quality and the workmanship or material used in such construction. The Developer hereby agrees to indemnify and keep indemnified, saved defended and harmless the Owner and its successors-in-interest as a result of any monetary or other liability arising out of any obligation, contractual or otherwise undertaken by the Developer with any customer/ allottee/third person or party and pertaining to implementation of the Project. Despite its other commitments, the Developer shall devote the



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necessary time and effort in relation to this project as has been envisaged and agreed to on the JOINT DEVELOPMENT PROPERTY.

It is hereby explicitly clarified that the Owner will not be 23) responsible to pay and bear any liability that may arise on account of or under any indirect tax law or any other indirect tax (GST) in connection with the construction and sale of Flat/ premises/ Units in the said Project as the basic liability of the payment towards all kind of taxes will be of the Developer only. In case the Owner is required to bear and pay any of the said taxes relating to the sale of the said Flats/ Units, then in such event the Developer shall unconditionally indemnify and keep indemnified the Owner against such payment of said taxes. The Developer has the full right to collect Indirect Taxes from any prospective buyer/ end-user as and which may be statutorily applicable and has the duty to remit the same to applicable statutory accounts / bodies. Each of the parties hereto shall be liable to bear and pay the taxes on the profits accruing to each of them from the Project. Each of the parties herein shall indemnify and keep indemnified, saved, defended and harmless the other party hereto from or against any liability arising from non-payment of any tax on the profits accruing to such party from the Project being implemented on the JOINT DEVELOPMENT PROPERTY.

24) The Owner agrees and undertakes that it shall not enter into or arrive at any separate agreement, arrangements, transaction or understanding with any third party or parties whereby such third party or parties acquire any right, title or interest in the Owner's land / JOINT DEVELOPMENT PROPERTY or any part or portion thereof and/or in the construction to be carried out thereon till it is legally permissible for







25) On execution of these presents the Developer shall be entitled to put up a board/hoarding on the project land announcing/advertising the proposed Scheme/Project (in the prescribed format), upon application to register the project under the Goa RERA Act, and finally obtaining a Goa RERA Registration Number.

26) It is expressly agreed by and between the parties hereto that if either of the Parties hereto fail and/or neglect to perform any of its obligation under the terms hereof, such party shall alone be responsible or liable to all the other Party as well as all third persons or parties for such failure/neglect and, in such event, the parties hereto shall not be jointly and severally responsible for the same. It is clarified that each of the parties hereto shall be solely responsible to perform its obligations under the terms hereof independently of the other party hereto. In the event of failure and/or neglect on the part of either of the parties hereto to perform its obligations, the other party hereto shall not be obliged to perform such obligation of defaulting party unless voluntarily agreed to. Also, it is agreed and acknowledged by and between the parties hereto that the nature and scope of the obligations to be performed by each of the parties hereto pertaining to implementation of the said Project on the project land are of such nature that such obligation is capable of being performed only by the respective obligor thereof and such obligation cannot be assigned to the other party thereto. Neither of the parties hereto shall assign, transfer or in any way part with its interest under the terms hereof in favour of any third person or party without the prior written consent of the other party to these presents.

27) The Stamp Duty and Registration Charges payable in respect of these presents and all further deeds and documents to be executed in



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pursuance hereof and any other such charges / statutory fees as may be mandated by authorities having a bearing on these presents both now and in future as well shall be borne and paid by the Developer alone.

## 28) BREACH, TERMINATION AND DISPUTE RESOLUTION MECHANISM AND JURISDICTION:

A) In the event of either of the parties herein breaching the terms and conditions of this contract at any point of time during the operation of the term of these presents by acts/ deeds of commission or omission owing to which wherein the project is not completed in the way it had been conceived by both the parties for reasons which shall include but shall not be limited to the issues listed below:

i. Violation of the provisions of any of the statutory Acts including but not limited to Goa RERA;

ii. If the execution of the project is abandoned by the Developer;

iii. Misrepresentation or violation of any of the building rules, regulations and the laws of the competent authority having a bearing on these matters or any other authorities by way of unauthorized construction being conducted by Developer;

iv. Delay in execution of its responsibilities and completing the Project upon the JOINT DEVELOPMENT PROPERTY over and above the term agreed to together with grace period and penalty period, it is clarified herein that the term for completion of the project as a whole is thirty six (36) months, there shall be an additional grace period of three (3) months and if the above stated timelines are not agreed to then the penalty clause i.e. Clause 18 (A) is invoked and for an additional six (6) months over and above the above stated timelines;







v. Breach of any of the indemnities rendered by the Developer unto the Owner herein especially with regard to the 8% area identified to be sold by the Developer exclusively. The Owner is in no way concerned with any untoward eventualities and end user commitments for such 8% area meant exclusively for the Developer;

vi. The JOINT DEVELOPMENT PROPERTY and its title are compromised or the subject matter of any dispute on account of lapse attributable directly to the Owner herein;

vii. Acts by either or both parties which are termed as unauthorized as per prevailing laws related to the said property and laws;

viii. Delay in completion of obligations and deliverables beyond reasonable timeframes as detailed herein;

ix. Any reasonable concern raised by either parties and not addressed and resolved by the other parties within the time agreed or conveyed;

x. Willingly defaulting the agreement for reasons other than Force Majeure identified in this agreement;

B) In addition to what has been stated above, in the case of any dispute, controversy or claim arising out of or in connection with this Joint Development Agreement, including any questions regarding its existence, validity, interpretation, breach or termination, between any of the Parties, then the Parties shall attempt to first mutually resolve such dispute or claim through discussions between managers or representatives of the disputing Parties. If an accord is not arrived at within the timeframe of six (6) months of trying to resolve the same (express written intimation of which shall have to be given by the



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aggrieved party to the other party), then both the Parties are free to seek appropriate legal remedy.

C) As such, this Agreement shall be binding upon the Parties and be governed by and construed in accordance with the laws of India and the appropriate courts in State of Goa shall have exclusive jurisdiction in respect of all matters connected to or arising out of this Agreement;

D) As a consequence of attempts of mutually and amicably trying to resolve dispute/s (if any), if the parties mutually decide that the Owner herein shall be taking over the said project under this JDA so as to complete it the following procedure will be followed by both the parties:

i. Without prejudice to the other rights and remedies of Owner under the law, Owner shall take over the entire project at the risk and cost of Developer, and/or mutually agreeable terms;
ii. The Architect appointed by Owner shall evaluate the quantum of works completed in the project and also the balance pending works remaining to be completed in the project;

iii. At the insistence of the Owner the Developer agrees to sign appropriate documentation in this regard including making necessary changes in the Bank Account documentation, Goa Rera Compliances etc. The Developer agrees and undertakes to remove any liability created on the project which has not been agreed upon and replenish any deficit and/or make good any such assets;

iv. Settlement of accounts with Developer on exiting the project and the determination of remittance of all future receivables in the project shall be decided in a mutual manner.





29) ILLEGALITY: The acts of any party (in their individual capacities) to these presents be they of commission or omission and of a nature which may be construed as illegal / purportedly illegitimate/ unlawful/ illicit etc. under the laws of the land and which may in turn be directly or indirectly having a detrimental bearing or effect on these presents and the other such party is affected or for that matter if the JOINT DEVELOPMENT PROPERTY is compromised in any manner whatsoever then such offending party is to make good such losses suffered by the other party from its own resources and indemnify and keep indemnified the other such party from any harm in this regard. Such other party which is unduly / grossly affected reserves the right to seek appropriate compensation/ remedy from such offending party causing injury to it or to the JOINT DEVELOPMENT PROPERTY Property.

**30) AMENDMENT:** This Joint Development Agreement shall not be amended except by an agreement in writing signed by the authorized representatives of the Parties and such subsequent agreement entered into shall be read as part and parcel of this Joint Development Agreement. Any and all such contemplated changes in this regard for the duration of the project as a whole envisaged herein shall be done by the parties in a manner as is compliant with the rules, norms and strictures of GOA Rera.

31. The Owners have taken necessary NOC from the office of The Sr. Town Planner, Town and Planning Department at Mapusa, Goa under NOC No. 49 (6) / 2932 / CAL / TCP -2023 / 1476 dated 09<sup>th</sup> March 2023 and the same is annexed to these presents at Annexure B.

32. The total area of the scheduled property / JOINT DEVELOPMENT PROPERTY which is the subject matter of present







agreement is admeasuring 8,437.84 sq mtrs. Hence the market value of the present agreement is Rs.16,87,56,800/- (Rupees Sixteen Crore Eighty Seven Lakhs Fifty Six Thousand and Eight Hundred only) and accordingly the Stamp Duty of Rs.1,01,26,000/- (Rupees One Crore One Lakh Twenty Six Thousand only) and registration fee of Rs.50,67,000/- (Rupees Fifty Lakhs Sixty Seven Thousand only) is paid accordingly.

## SCHEDULES OF PROPERTY/IES

# <u>The JOINT DEVELOPMENT PROPERTY as a whole is carved</u> out of the following larger land parcels:

### SCHEDULE I

ALL that property known as "PORBHU VADDO", surveyed under No. 193, Sub Division 13, total admeasuring an area 3650 sq.mts, situated at village Calangute, Bardez-Goa. The said property nether described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenue Office of Bardezis bounded as under :-

East :-Bythe property surveyed under no.193/15 of village Calangute, West :- By nalla,

North :- By the property surveyed under No. 193/3of village Calangute, South :- By the property surveyed under No. 191/1of village Calangute.

# SCHEDULE I-A (BEING THE PROPERTY FROM AND OUT OF AFOREMENTIONMED SCHEDULE I PROPERTY PUT UP FOR DEVELOPMENT UNDER THESE PRESENTS)

ALL that part of property admeasuring an area 1470 sq.mts, out of total admeasuring 3,650 sq mtrs of the property bounded as under:-East :-By the property surveyed under no.193/15 of village Calangute







West :- By nalla,

North :- By the property surveyed under No. 193/13of village Calangute,

South :- By the property surveyed under No. 191/1of village Calangute.

## SCHEDULE II

The property of BATTI situated at ward PorboWado at Calangute within the limits of Calangute, Taluka and Sub-District of Bardez, District of North Goa, state of Goa, consisting of 3 contiguous units/additions described under Nos. (a) No. 30406 of Book B-78 (new), i.e the first addition (b) No. 14547 at page 199 of Book B-37(new), i.e the second addition and (c) No. 5241 at page 58 (V) of Book B-36 (old), i.e the third addition and enrolled in Taluka Revenue Office under Matriz Nos. 622, 627, and 619. The three units are contiguous admeasuring 15196.60 sq mts out of which 15475 sq mts presently surveyed under Nos. 191/1 and 193/14 of the village Calangute, Taluka Bardez Goa bounded:

On the East: by survey No. 193/15, 191/3, 2,4,13 and 14 of Village Calangute.

On the West: by Nalla and survey No.193/13 and 190/3 of Village Calangute.

On the North: by survey No. 193/3, 13, 15 and survey No.191/3 and 4 of Village Calangute.

On the South: by survey No. 190/1, 3, 4, 5 and 6 of Village Calangute.

## SCHEDULE III

# <u>"JOINT DEVELOPMENT PROPERTY"</u> (DESCRIPTION OF THE PLOT BEING SUBJECT MATTER OF JOINT DEVELOPMENT UNDER THESE PRESENTS)



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(i) ALL that part and parcel of land i.e Plot "A" admeasuring an area 5763.56sq.mts, out of total are of admeasuring 13800 sqmts, surveyed under No. 191/1, of village Calangute forming part of property described in schedule I to III herein below and the said Plot is shown in the plan annexed to this agreement and bounded as under :-

East:- By survey no. 191/1

West:- By Nullah

North:- By part survey no. 193/13, and part of 193/14 of village calangute

South:- By 190/1 and 3

(ii) ALL that part and parcel of land i.e Plot "B" admeasuring an area 1,204.28 sq. mts, out of total are of admeasuring 1,675 sq mts, surveyed under No. 193/14, of village Calangute forming part of property described in schedule I herein below and the said Plot is shown in the plan annexed to this agreement and bounded as under :-

East:- By survey no. 191/15 West :- By survey no. 191/13 North :- By part survey no. 193/3-A, South :- By survey no 191/1 (part)

(iii) ALL that part and parcel of land i.e Plot "C" admeasuring an area 1,470 sq.mts, out of total are of admeasuring 3,650 sq mts, surveyed under No. 193/13, of village Calangute forming part of property described in schedule IV and IV.A herein below and the said Plot is bounded as under:

East:- By survey no. 191/15

West :- By survey no. 191/13

North :- By part survey no. 193/3-A,

South :- By survey no 191/1 (part)





THUS ALL that Plot "A, B and C" total admeasuring 8437.84 sq. meters described as plots "A, B and C" as one single unit marked in RED Color on the plan annexed to this Joint Development Agreement at Annexure of the property/ies known as "BATTI", or "PORBAWADDO" or "PORBUNNEM", surveyed under No. 191/1, 193/14, and 193/13, of The Village Panchayat Calangute within Village Panchayat Jurisdiction of Calangute, Taluka Bardez, District North Goa, Goa-403516; forming part of property described in schedule I to III (under NOC No. 49 (6) / 2932 / CAL / TCP -2023 / 1476 dated 09<sup>th</sup> March 2023) hereinabove and bounded as under:-

East:-	By part of the property bearing survey no. 191/1
West :-	By Nullah
North :-	By part of property bearing survey no 193/13
South :-	By part of property bearing survey no 190/1 and 2

## Annexure A - Specifications

## "Standard" amenities to be provided in the Project"

## I. <u>Structure and super structure:</u>

- All RCC Structural works and civil masonry works as per registered structural design with Fe500 Tested Steel;
- Fiber 1 packet for one cement bag used in plastering. Good quality cement for Concrete plus RCC; 43 Grade for Plaster and 53 Grade for Concrete;
- > Aggregate Sand: From approved stone crushers.

## II. Flooring:

- Living, Dining Area, Balconies & Corridors, Terrazzo Tiles as per architects' design;
- Bed Rooms shall have vitrified tiles anti-skid tiles of Nitco / Kajaria / Johnson or equivalent make;
- Kitchen shall have Anti-Skid Tiles.



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### III. Bathrooms:

- $\succ$  Toilets Tiles up to Ceiling;
- ➤ Vanity Counter Granite Platform;
- Good Quality CP & sanitary fixtures to be Kohler or equivalent make;
- ➤ Bajaj or equivalent make Exhaust fans.

## IV. Kitchen:

Kitchen Platform with Granite Platform matte finish with Stainless Steel Sink – Nirale or equivalent, with two Swan neck taps along with Modular Kitchen as per design.

### V. <u>Air Conditioning Provision:</u>

A/C Copper piping with drainpipe for all the AC points in living areas & bedrooms.

## VI. Doors & Windows:

- Factory made shutters in good quality ply/ board with frame, Veener polished Doors with required Quality Hardware (locks of Enox / Europa / Godrej or equivalent make);
- UPVC Windows and full panel French door window for balconies with SS fly Mesh or Aluminum P.P. coated with fly mesh as per architect's elevation concept.

#### VII. Railings:

Balcony railings to be SS Glass or as per architects' elevation and corridors railings with MS with enamel painting.

#### VIII. Swimming Pool:

> Main Swimming pool with baby pool, as per architects' design.

#### IX. Landscaping:

➢ Professionally Designed Integrated Landscape.



Hyderabad

## X. Gardens:

Rockery with water body feature;

> Premium green Lawn, Paved Pathways.

# XI. Basement Works and Car Parking:

> Required VDF flooring with car parking signages and paint.

## XII. Power Supply:

- > 3 Phase Power Supply to all the Flats. (Meter deposit & charges by End customer / Final Unit Holders);
- Modular Switches and Wires Legrand or equivalent Modular Switches, with FRLS wire of good reputed brands / RR / Finolex / Polycab / or equivalent make;
- Generator DG Backup for all common areas and common amenities provision for three (3) points in each Flat;
- Transformer with required load as per calculation of MEP Consultant / Local byelaws for entire project with required metering panels and with cables as per MEP drawings.

## XIII. Water Supply:

Government Water Supply with Online water Filtration, softener & pneumatic Pressure Pumps (Subject to all Statutory Clearances in this regard)

# XIV. Professional & Reputed Water Proofing Brands:

Professionally done water proofing works for sloped roofs, terraces, balconies, bathrooms and any water utility areas with professionallyreputed brands.

## XV. Fire Safety:

Fire sprinklers system and other fire safety features as per Goa Fire Norms.





## XVI. Security:

- Secured Gated Complex with Round the Clock Security by Association of the Apartment to be provided by Association of Apartment;
- ➢ OFC Cable for Internet;
- CCTV Surveillance, in all outdoor areas;
- Sewerage Treatment Plant (STP / ETP ) as per Goa Health Department Bye-laws.

## XVII. General:

- Any other Technical Specifications as required by Goa local Norms;
- Compound wall & Site development;
- ➤ Gate;
- Geyser point in all Flats;
- False Ceiling / Moulding all four corners in living rooms and Lobby;
- Lift Kone / Schindler / Thyssenkrup;
- ➢ Wall Gypsum plaster;
- ➢ Wall Paint Asian / Dulux / Berger (External / Internal);
- Enamel paint for M S Works or equivalent;
- > Shower area in toilets to have Glass cubicles.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written



Gert lyderebas) (





# SIGNED SEALED AND DELIVERED

By the within named "OWNER"

# M/S PRIPARTH DEVELOPERS LLP

represented by its Partner





MR. DINESH VASUDEV CHHUTANI































SIGNED SEALED AND DELIVERED By the within named "DEVELOPER" M/s. KISHORE INFRASTRUCTURES Pvt. Ltd. represented by its Managing Director



# MR VENKATA SATYA KISHORE RAJU GADIRAJU

Geal

Left Hand Fingers



























## IN WITNESSES WHERE OF:

1.	NAME	: Mr. Dattaram Kashiram Kanolkar
	AGE	: 62
	OCCUPATION	: Service
	RESIDENT OF	: H. No. 709 Palniwada, Parsem Pernem, Goa



Benouluss SIGNATURE:

2. NAME	: Mr. Dhiraj Kanolkar
AGE	: 32
OCCUPATION	: Service
<b>RESIDENT OF</b>	: H. No. 709 Palniwada, Parsem Pernem, Goa

SIGNATURE : \_\_\_\_\_\_



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JALOKA - DARDEZ : VILLAGE : CALANGUTE SJ-NOS: 191/1, 193/ 5-A, 193/14, 193/13







NGDRS : National Generic Document Registration System



## **Government of Goa**

## **Document Registration Summary 2**

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

Print Date & Time : - 14-Mar-2023 12:23:37 pm

Document Serial Number :- 2023-BRZ-1269

Presented at 12:10:26 pm on 14-Mar-2023 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	10125500
2	Registration Fee	5062710
3	Tatkal appointment fee	20000
0, 4	Mutation Fees	7500
	Processing Fee	2100
State State State	. Total	15217810

Stamp Duty Required :10125500/-

Stamp Duty Paid : 10126000/-

## Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Venkata Satya Kishore Raju Gadiraju Director Of Kishore Infrastructures Pvt Ltd ,Father Name:Krishnam Raju Gadiraju,Age: 54, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 8-2-547-1-2-B Idea Heavens Flat No.402 Road No.7 Banjara Hills Near E Seva Khairatabad Hyderabad Telangana 500034, Address2 - , PAN No.:			Contraction of the second

### Executer

Sr.NO	P	arty Name and Address	Photo	Thumb	Signature
1	Marital Status: ,G Kumar Princetown S PAN No.: .	ni , Father Name:Amarjeet Takrani , Age: 34, ender:Male,Occupation: Service, A3-701 Sy no.9 Behind California NIBM Undri Pune 411028, as Power Of Attorney Holder for ev Chhutani Partner Of Ms Priparth Developers LLP			TH DEVEL TH DEVEL

https://ndrsdoa.gov.in/NGDRS\_GA/Registration/document\_final

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3/14/23, 12:23 PM

# NGDRS : National Generic Document Registration System

Sr.NO	Party Name and Address	Photo		
2	Venkata Satya Kishore Raju Gadiraju Director Of Kishore Infrastructures Pvt Ltd , Father Name:Krishnam Raju Gadiraju, Age: 54, Marital Status: ,Gender:Male,Occupation: Business, 8-2-547- 1-2-B Idea Heavens Flat No.402 Road No.7 Banjara Hills Near E Seva Khairatabad Hyderabad Telangana 500034, PAN No.:		Thumb	Signature

Witness:

https://ndrsooa.gov.in/NGDRS\_GA/Registration/document\_final

.

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

Sr.NO	Party Name and Address	Photo	Thumb	
<u>_</u> 1.	Name: Dhiraj Kanolkar,Age: 32,DOB: ,Mobile: ,Email: ,Occupation:Service , Marital status : Married , Address:403512, Hno.709 Palniwada Pernem Goa , Hno.709 ,Palniwada Pernem Goa , Parcem, Pernem, NorthGoa, Goa			Signature
2	Name: Dattaram Kashiram Kanolkar,Age: 61,DOB: ,Mobile: Email: ,Occupation:Service , Marital status : Married , Address:403512, Hno.709 Palniwada Pernem Goa , Inó.709 Palniwada Pernem Goa , Parcem, Pernem, NorthGoa, Goa			Forelto

Sub Registrar

SUB-RECEMBRAR

BARDEZ

Document Sérial Number :- 2023-BRZ-1269

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Receipt

**Original** Copy

## FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 14-Mar-2023 12:25:39 Receipt No : 2022-23/9/5924 Serial No. of the Document : 2023-BRZ-1269 Nature of, Document : Conveyance - 22 Received the following amounts from Venkata Satya Kishore Raju Gadiraju Director Of Kishore Infrastructures Pvt Ltd for Registration of above Document in Book-1 for the year 2023 **Registration Fee**  Challan Numb 5062710 E-Challan(Online fee) 4872000 · CIN Number : · Challan Numbe E-Challan(Online fee) · CIN Number : ( 190710 Tatkal appointment Challan Number 20000. E-Challan(Online fee) fee 10000 CIN Number : Challan Number E-Challan(Online fee) CIN Number : C 10000 **Processing Fee**  Challan Numbe 2100 E-Challan(Online fee) 4290 **CIN Number : C Total Paid** 5087000 ( Rupees Fifty Lakhs Eighty Seven Thousands g

Probable date of issue of Registered Document:

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL Please handover the Registered Document to the person named below Name of the Person Authorized :

X. Kom

Specimen Signature of the Person Authorized TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT The Registered Document has been handed over to on Dated 14-Mar-2023

Signature of the person receiving the Document

X. Komp

Signature of the Presenter

Signature of the Sugregistrar

2/2

Date of Receipt: 14-Mar-2023