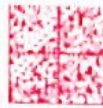
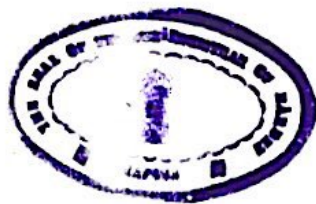


Phone No 9822384656  
Sold To Issued To  
Latitude Homes  
For 1000/10 Proof  
Pan#44ECC1B371X



24/01/2022 14:53:33  
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₹ 0139200/-  
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For CITIZEN CREDIT™  
CO-OP. BANK LTD.  
Authorized Signatory



2022-BR2-380  

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27/01/2022

### JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("JDA") is made, signed and executed at Mapusa, Bardez, Goa on the 10<sup>th</sup> day of January, 2022.

cont...2/-

*Chimale Sankar*  
*Mirakar*  
*Mirakar*

*[Signature]*  
*[Signature]*  
  
L.H.T.1 of Bharumali Mirakar

## BETWEEN

1) Mr. Pradeep Ambhaji Mirajkar, 50 years of age, s/o. Ambhaji Mirajkar, married, service, Indian National, PAN card No. \_\_\_\_\_, and Aadhaar Card No. \_\_\_\_\_, r/o. H. No. 830/7/Block-C/TF-2, St. Augustinho Morod, Santa Cruz, Tiswadi, North Goa, Goa, 403005.

2) Mrs. Preeti Pradeep Mirajkar, 48 years of age, w/o. Mr. Pradeep Mirajkar, d/o. Prabhu Anaji Kenaudekar, married, service, Indian National, PAN card No. \_\_\_\_\_ and Aadhaar Card No. \_\_\_\_\_, r/o. H. No. 830/7/Block-C/TF-2, St. Augustinho Morod, Santa Cruz, Tiswadi, North Goa, Goa, 403005.

3) Mr. Manoj Ambhaji Mirajkar, 51 years of age, s/o. Ambhaji Mirajkar, business, married, Indian National, holding PAN card No. \_\_\_\_\_ and Aadhaar Card No. \_\_\_\_\_, r/o. near Alva Mar Hotel, H. No. 701, Britto Vaddo, Parra, Bardez, North Goa Goa, 403510.

4) Mrs. Manasi Manoj Mirajkar, 48 years, d/o. Gurudar Chinchankar, w/o. Mr. Manoj Ambhaji Mirajkar, married, housewife, Indian National, holding Pan Card No. \_\_\_\_\_ and Aadhaar Card No. \_\_\_\_\_, r/o. near Alva Mar Hotel, H. No. 701, Britto Vaddo, Parra, Bardez, North Goa Goa, 403510.

5) M/s. Bhanumati Ambhaji Mirajkar, 75 years of age, w/o. late Mr. Ambhaji Mirajkar, d/o. Gangaram Besre, widow, housework, Indian National, holding Pan Card No. \_\_\_\_\_ and Aadhaar Card No. \_\_\_\_\_, r/o. near Alva Mar Hotel, H. No. 701, Britto Vaddo, Parra, Bardez, North Goa Goa, 403510.

are jointly referred to as the "First Party" (which expression shall wherever the context so required or admits mean and include his heirs, executors, administrators and assigns)

*Pradeep*  
*Manoj*  
*Manasi*  
*Mirajkar*

*Bhanumati*  
 Bhanumati Mirajkar

AND

M/s. Latitude Homes and AMT Ventures Pvt. Ltd. a private limited Company duly registered under the Indian Companies Act, 1956, and having its registered office at Door No. 40/1A, Basappa Complex, Lavelle Road, Bangalore, Karnataka. 560001 The CIN of the Company is [redacted] and PAN Card No. [redacted], represented through its directors, 1. Mr. Hari Singh, 40 years of age, s/o. Amar Singh, married, business, Indian National, r/o. 102, Ecoland Apartment, 2nd Main, HBR Layout, 1st Block, North Bangalore, Karnataka, 560043, having PAN card No. [redacted] and Aadhaar Card No. [redacted] and 2. Mr. Ajantha Jayaram Shetty, s/o. Jayaram Shetty, 45 years of age, married, business, Indian National, r/o. PI-704, 7<sup>th</sup> Floor, Block B, Purva Atria Platina, Geddalahalli, North Bangalore, Karnataka, 560094, holding Pan Card No. [redacted] and Aadhaar Card No. [redacted], vide Resolution dated 7<sup>th</sup> December 2021, passed in the meeting of the Board of Directors, Hereinafter referred to "Second Party" (which expression shall wherever the context so required or admits mean and include his heirs, executors, administrators and assigns)

The First Party and Second Party are jointly referred herein as "Parties"

And Whereas there existed property known as "Shri Bhat", also known as "Siribaty", also known as "Margali", bearing Survey No. 119, Sub. Div No. 3, situated at Parra, Bardez-Goa, totally admeasuring an area of 5,050 sq. mts. within the jurisdiction of Village Panchayat Parra, Taluka and registration Sub-District of Bardez, District of North Goa, State of Goa. The property is described in the Land Registration Office under No. 1496, in Book B-IV new and not found enrolled in the Taluka Revenue Office and more fully described in the Schedule of the property herein under written and for the sake of brevity referred to as the "said entire property".

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2471 of Bhanumati mirajkar

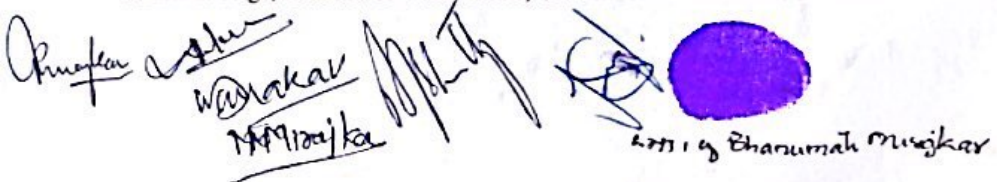


**And Whereas** the said entire property originally belonged to Pasquina Arcangela De Souza who gifted the same to Smt. Eufemia Da Silva alias Smt. D. Eufemia da Silva alias Smt. Eufemia Francisca D'Souza, alias Eufemia Francisca D'Souza who became the absolute owner in possession of the said property as per Deed of Gift dated 19<sup>th</sup> March 1918, recorded at Folio eighty five onwards of Book number 178 of the Notary Public of the Judicial Division of Bardez.

**And Whereas** the said Smt. Eufemia Da Silva alias Smt. Eufemia de Silva, alias Eufemia Francisca Da Silva, alias Smt. Eufemia, expired after executing Public Will dated 29<sup>th</sup> Dec 1959, duly registered before Assistant of Substitute Notary in Cuncarua of Bardez, Mapusa at Folio 39 up to folios 40 overleaf of the Book of Wills number 52 and had transferred all her properties and rights to her two sons Antonio Simao D'Souza, alias Antonio Simao de Souza and Claudio Michael D'Souza alias Claudio Miguelinho de Souza.

**And Whereas** the said Antonio Simao D'Souza, alias Antonio Simao de Souza expired on 7<sup>th</sup> Feb 1984 leaving behind him 1. Mrs. Generosa D'souza, widow 2. Mrs. Euzebia D'Souza, daughter 3. Mr. Angelo D'Souza, husband of Mrs. Euzebia, 4. Mr. Francis Xavier D'Souza, son, 5. Mrs. Francisca Xavier D'Souza, wife of Francis Xavier D'Souza, 6. Mr. Gerald D'Souza, son, 7. Mrs. Suvina D'Souza, wife of Gerald D'Souza. 8. Mrs. Guilhermine Menezes Rege, daughter and 9. Mr. Sudhakar Rege, husband of Guilhermine, as his only universal heirs and legal representatives, who became the co-owners of the said entire property by virtue of Deed of Succession dated 1<sup>st</sup> June 2001 recorded in the office of the Notary Ex-Officio of Bardez, at Mapusa, Goa under No. 795 at page 96 to 98.

**And Whereas** 1. Mrs. Generosa D'souza, widow 2. Mrs. Euzebia D'Souza, daughter 3. Mr. Angelo D'Souza, husband of Mrs. Euzebia, 4. Mr. Francis Xavier D'Souza, son, 5. Mrs. Francisca Xavier D'Souza, wife of Francis Xavier D'Souza, 6. Mr. Gerald D'Souza, son, 7. Mrs. Suvina D'Souza, wife of Gerald D'Souza. 8. Mrs. Guilhermine Menezes Rege, daughter and 9. Mr. Sudhakar Rege, husband of Guilhermine, 10. Mr. Claudio Michael D'Souza


 The block contains several handwritten signatures in black ink. From left to right, they appear to be: a signature that looks like 'Antonio Simao', a signature that looks like 'Sudhakar', a signature that looks like 'Miguelinho', and a signature that looks like 'Claudio Michael'. To the right of these signatures is a large, solid purple circular stamp. Below the stamp, there is a handwritten signature in black ink that reads 'Claudio Michael D'Souza'.

alias Claudio Miguelinho de Souza and 11. Nila D'Souza, wife of Claudio Michael D'Souza alias Claudio Miguelinho de Souza, being the owners in possession of the said entire property are jointly referred to as the original owners.

And Whereas the original owners sold a portion of the above said entire property having an area of 200 sq. mts. to their Mundkars, Mrs. Bhanumati Ambaji Mirajkar and her son Mr. Manoj Ambaji Mirajkar vide Sale Deed dated 20<sup>th</sup> Aug 2003 duly registered in the office of the sub registrar of Bardez at Mapusa under registration No. 534 at pages 236 to 249 of Book I Volume 1223 dated 25<sup>th</sup> Feb 2005, which plot was subsequently partitioned and presently surveyed under Survey No. 119 Sub Div No. 3A of Village Parra, Bardez, Goa. Which plot is more particularly described in Schedule I.

And Whereas the original owners sold another portion of 300 sq. mts. to Mr. Pradeep Ambaji Mirajkar and his wife Mrs. Preeti Pradeep Mirajkar vide Deed of Sale dated 20<sup>th</sup> Aug 2003 duly registered in the office of the sub registrar of Bardez at Mapusa under registration No. 535 at pages 236 to 249 of Book I Volume 1223 dated 25/2/2005, which plot was subsequently partitioned and presently surveyed under Survey No. 119 Sub Div No. 3B of Village Parra, Bardez, Goa. Which plot is more particularly described in Schedule II.

And Whereas by virtue of the above mentioned two Deeds of Sale both dated 20<sup>th</sup> Aug 2003 the First Party jointly are the absolute owners in possession of property admeasuring 500 sq. mts.

And Whereas the Second Party is developing the said property bearing survey No. 119/3 admeasuring 4,550 sq. mts. and as the plot admeasuring 500 sq. mts belonging to the First Parties falls in the middle of the said property being developed by the Second Party, the Second Party is willing and ready to construct a residential villa/row house having a carpet area of 68.73 sq. mts jointly for the First Party No. 3, 4 and 5 in exchange of their plot admeasuring 200 sq. mts and construct a residential villa/row house having



Manoj Mirajkar  
Manoj Mirajkar





DATE of Bhanumati mirajkar

carpet area of 74.75 sq. mts jointly for the **First Party No. 1 and 2** in exchange of their plot admeasuring 300 sq. mts, more particularly described in **Schedule III and IV** herein below.

**NOW THIS AGREEMENT WITNESSTH** and it is hereby agreed by and between the Parties hereto as under:

1. That the **Second Party** shall construct a residential villa/row house having a carpet area of 68.73 sq. mts jointly for the **First Party No. 3, 4 and 5** in exchange of their plot admeasuring 200 sq. mts and construct a residential villa/row house having carpet area of 74.75 sq. mts jointly for the **First Party No. 1 and 2** in exchange of their plot admeasuring 300 sq. mts.
2. That all expenses for construction of the said residential villa/row house shall be borne exclusively by the **Second Party** and the **First Party** shall not be liable for any claims or expenses towards construction of the said residential villa/row house.
3. That the **First Party No. 1 and 2** hereby release/transfer/assign to the **Second Party** their plot admeasuring 300 sq. mts and the **First Party No. 3, 4 and 5** hereby release/transfer/assign to the **Second Party** their plot admeasuring 200 sq. mts. Both the plot of land are hereby better described in the schedule mentioned hereinbelow and for the sake of brevity it shall be hereinafter referred as "**the said plot of lands**"
4. That the said residential villa/row house to be constructed shall be constructed in the entire project to be developed **Second Party**. The said residential villa/row house to be constructed shall be and form part of the entire project to be developed by the **Second Party**.
5. That on completion of the said residential villa/row house the **First Party** shall execute the necessary Sale Deed with respect to their respective Plots in favour of the **Second Party** and simultaneously the



*Prakash Ashu*  
*M. D. D. D. D.*  
*M. D. D. D. D.*

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*[Handwritten signature]*




2021 of Bhanumati Dhangar




**Second Party** shall execute necessary Deed of Sale with respect to the said residential villa/row house in favour of the respective **First Parties** along with the impartible undivided proportionate share in the entire property in favour of the **First Party**.

6. That the **First Parties** have handed over the peaceful and vacant possession of their respective plots to the **Second party**.
7. That the **First Parties** declare and covenant that they are the absolute owners of and otherwise seized and possessed of their respective plots and have a clear and marketable title and declare that the title of their respective plots is clear and marketable and that there is no defect in the title. In case the title to the said plots is found to be defective the **Second party** shall give one month notice period to the respective **First Party** to clear the defect and in case the respective **First Party** fails to clear the defect the present indenture shall be deemed to be cancelled immediately.
8. That the **Second Party** shall construct the said respective residential villa/row house within a period of 33 (Thirty Three) months from execution of this present agreement, which shall have grace period of 6 months. However the present clause shall not be applicable, if there is a delay in completion of the project along with the said residential Villa/row house, on account of act of god, or lack of supply of construction material, Lockdown on account of Pandemic etc..
9. In the event of the period for performance of this agreement by the **Second Party** stated in the preceding clause having expired, this present agreement shall be deemed to have terminated and the **Second Party**, it's agents or any other person acting on their behalf shall cease and desist from entering upon the **said plots of land**.

  
 Anant  
 Anant  
 Anant






  
 K. H. I. of Bhanumati Mirajkar

10. The **First Party** declares that they have not entered into any agreement with any person/s or any institution and have not created any third party rights in their respective plots and that there are no suit, litigation pending before any court with respect to their respective plots.
11. The **First Parties** shall bear all the expenses including the stamp duty, registration fees, advocate fees, and other incidental charges/ expenses to get transferred their said residential villa/row house in their respective names.
12. The **First Parties** shall co-operate in signing all the documents as and when required by the **Second Party** to effectively transfer the ownership of the **said plots of land** in favour of the **Second Party** and hand over all the original documents of the **said plots of land** to the **Second party** on the date of execution of the Deed of Sale.
13. The **First Parties** shall hand over the peaceful and vacant possession of the **said plot of land** mentioned in **Schedule I and II** hereunder, to the **Second Party** for development of project and the **First Party** shall not interfere with the developmental work of the **Second Party** in the **said plots of land** in any manner
14. Any breach committed by either of the Parties may be complained of by the other Party in writing calling upon the Party in breach to remedy the breach. On the failure of such Party to remedy such breach within thirty (30) calendar days from the receipt of such notice, the non-defaulting Party shall take steps to resolve such matters as herein.
15. In the event of inability to remedy any breach of the terms and condition of this Joint Development Agreement or any differences or disputes arising between the Parties in regard to this JDA or any relating matter thereto, the same shall be referred to and settled by Arbitration by a Sole Arbitrator appointed mutually by both parties, under the provisions of the Indian Arbitration Act ,1996 or by each



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disputing Party nominating an arbitrator of their choice and the arbitrators so appointed will jointly appoint a third arbitrator.

16. Such arbitration shall be conducted at Panaji, Goa in English language. The award passed by the Arbitrators shall be final and conclusive and binding to the parties. The Courts in Goa shall have jurisdiction.

17. As stated earlier, the **First Party** represents and warrants to the **Second Party** that the said plot of lands has a marketable title and that the **First Party** are the sole legal owner of the **said plots of land** mentioned in the **Schedule I and II** herein below and is in their sole possession and all things attached to or standing thereon free from encumbrances and there are no third party interests whatsoever. Furthermore, the **First Party** represents and warrants that the **said plots of land** are not subject to any adverse Government orders or notices. Furthermore, the **First Party** represents and warrants to the **Second Party** that there is no notice, legal case or litigation initiated or proposed to be initiated with respect to the **said plots of land** and if any such case arises post the Effective Date, the **First Party** shall forthwith inform the **Second Party** and ensure these issues are resolved to the satisfaction of the **Second Party**, failing which the **Second Party** shall have the right to terminate the Agreement and seek damages from the **First Party**.

18. The **First Party** represents and warrants that there is no loan or mortgage taken on the **said plots of land**. Further, there is no third party claims from any bank, financial Institution and private person (including relatives, money lenders, investors) with respect to the **said plot of lands**.

19. The **First Party** as the sole legal owners of the **said plots of land** assures the **Second Party** that there are no Tenants, Mundkars or any third-party interest of any nature whatsoever on the **said plots of land** nor does any person have any claim or easemantory rights of

*Bhuvaneshwar*  
*Mundkar*  
*Mundkar*

*[Signature]*

*[Signature]*



24-11-2018 of Bhanumati Mundkar

whatsoever nature over the said plots of land which the First Party are selling to the Second Party.

20. The First Party represents and warrants that the said plots of land is not subject to any acquisition or requisition and no notice has been received by them and neither are they aware of any such notice in relation to the said plots of land. If any notice for acquisition or requisition of the said plots of land is issued and received by the First Party, the Second Party will have the option to cancel this Agreement and claim damages from the First Party
21. The Second Party shall solely bear the cost of stamp duty and registration charges payable on this Agreement (JDA).
22. The Parties acknowledge that this Agreement is the Complete Agreement and it supersedes any prior Agreements, MOU's and Representations between the Parties whether written or oral. Any such prior arrangements are cancelled at this date, without prejudice to any rights, which have already accrued to either of the Parties.
23. The failure by either Parties to enforce any term of for any period, or any one or more terms and condition of this Agreement will not be construed as waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
24. The said Scheduled Property is non-agricultural property. This document and transaction is complying with Foreign Exchange Management Act, 1999 and Reserve Bank of India guidelines. The Office of the Civil Registrar cum Sub Registrar, Bardez shall not be responsible if the parties violate Foreign Exchange Management Act and/or Reserve Bank of India guidelines.



*Prakash Kulkarni*  
*W. D. Kulkarni*  
*M. M. Kulkarni*

*[Handwritten signature]*

*[Handwritten signature]*  
 Smt of Bhanumati Kulkarni

25. That the market value of the **said property** for the purpose of Stamp duty is calculated at Rs. 48,00,000/- (Rupees Forty Eight Lakhs Only) and Stamp duty of Rs. 1,39,200/- (Rupees One Lakh Thirty Nine Thousand and Two Hundred only) is paid herewith.
26. The parties hereby declare that the **said property** in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No.RD/LAND/LRC/318/77 dated 21<sup>st</sup> Aug 1978.
27. The original shall be with the **Second Party** and the certified copy thereof shall be with the **First Party**. This Agreement may be amended only by a written document executed between the Authorized representatives of the Parties. The **Second Party** shall hold the custody of the Original Title Documents along with Joint Development Agreements and The **First Party** agreed to deposit the Original Title Documents with the **Second Party**

#### Schedule I

(Plot owned by First Party No. 3, 4 and 5)

All that property admeasuring 200 sq. mts. independently surveyed under Survey No. 119 Sub Div No. 3A of Village Parra, Bardez, Goa, being part of the larger property known as "Shri Bhat", also known as "Siribaty", also known as "Margali", bearing Survey No. 119, Sub. Div No. 3, situated at Parra, Bardez-Goa, totally admeasuring an area of 5,050 sq. mts. within the jurisdiction of Village Panchayat Parra, Taluka and registration Sub-District of Bardez, District of North Goa, State of Goa. The said property is described in the Land Registration Office under No. 1496, in Book B-IV new and not found enrolled in the Taluka Revenue Office. That the sketch drawn on survey plan showing this plot of land admeasuring 200 sq.mts marked in green colour (for better identification) is annexed herewith and this sketch shall form part of this Deed and the said plot is bounded

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WNTI of Bhanumati Mungkar



- On the East** by property bearing Survey No. 119/3 of Village Parra.
- On the West** by property bearing Survey No. 119/3 of Village Parra.
- On the North** by property bearing Survey No. 119/3B of Village Parra.
- On the South** by property bearing Survey No. 119/3 of Village Parra.

### Schedule II

(Plot owned by First Party No. 1 and 2)

All that property admeasuring 300 sq. mts. independently surveyed under Survey No. 119 Sub Div No. 3B of Village Parra, Bardez, Goa, being part of the larger property known as "Shri Bhat", also known as "Siribaty", also known as "Margali", bearing Survey No. 119, Sub. Div No. 3, situated at Parra, Bardez-Goa, totally admeasuring an area of 5050 sq. mts. within the jurisdiction of Village Panchayat Parra, Taluka and registration Sub-District of Bardez, District of North Goa, State of Goa. The said property is described in the Land Registration Office under No. 1496, in Book B-IV new and not found enrolled in the Taluka Revenue Office. That the sketch drawn on survey plan showing this plot of land admeasuring 300 sq.mts marked in red colour (for better identification) is annexed herewith and this sketch shall form part of this Deed. The said plot is bounded

- On the East** by property bearing Survey No. 119/3 of Village Parra.
- On the West** by property bearing Survey No. 119/3 of Village Parra.
- On the North** by property bearing Survey No. 119/3 of Village Parra.
- On the South** by property bearing Survey No. 119/3A of Village Parra.

*Prakash*  
*Wadhawan*  
*Mirajke*

*Mirajke*

*[Signature]*



*Hri of Bhanumati Mirajke*

**Schedule III**

All that residential Villa/Row House of **First Party No. 3, 4 and 5** admeasuring **68.73 sq. mts.** of carpet area consisting of Hall, Kitchen, Dinning Space, Utility on the ground floor and 2 Bedrooms, 2 Balconies, Toilets, Family Lounge and parking lot, in a project of a residential cum commercial complex constructed on the entire property bearing Survey No. 119/3 situated at Parra, within the limits of Village Parra, North Goa District, State of Goa.

**Schedule IV**

All that residential Villa/Row House of **First Party No. 1 and 2** admeasuring **74.75 sq. mts.** of carpet area consisting of Hall, Kitchen, Dinning Space, Utility on the ground floor and 2 Bedrooms, 2 Balconies, Toilets, Family Lounge and parking lot, in a project of a residential cum commercial complex constructed in the entire property bearing Survey No. 119/3, situated at Parra, within the limits of Village Parra, North Goa District, State of Goa.

**Schedule-V**

(Specification of the residential villa/row house)

- |                         |   |
|-------------------------|---|
| 1. Structure            | RCC framed Structure  |
| 2. Doors and Joinery    | Polished Sal Wood Door Frames<br>Polished / Painted Solid Flush Internal Doors<br>Polished / Painted Solid Flush Main Doors |
| 3. Windows              | Fenesta with grills & mosquito netting or Equivalent  |
| 4. Flooring Bedroom     | Master Laminate Flooring  |
| 5. Flooring All         | Vitrified Tiles other internal)   |
| 6. Staircase & Entrance | Granite   |
| 7. Bathrooms            | CP Fittings: Grohe / Kohler<br>Wall mounted WC: Parryware<br>Washbasin: Parryware   |

*Amalkar* *Ashtar*

*Nayankar*  
*Mirajkar*

*M. T. Bhanumath* *Mirajkar*

- 8. Painting Hand Shower  
Wall mounted Head Shower  
Royal Emulsion
- 9. Kitchen Modular Kitchen  
Utility Basin
- 10. Electrical Connected Load: 8 KW  
Modular Switches: ABB
- 11. Security External Perimeter Camera Surveillance  
Power backup for public areas  
Internal road, Street lights, Car park in units  
Landscaping  
Security cabin, Society Office, house keeping,  
security, Garbage collection & disposal area  
Project Water tank & sump  
Main electricity junction unit  
Entrance gate & arch

IN WITNESS WHEREOF this Agreement is signed in presence of witnesses on the day, month and the year mentioned above.

Mr. Pradeep Ambhaji Mirajkar  
First Party No. 1

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*(Handwritten signature)*



L.H.F.I					
R.H.F.I					

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MPTrajika



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L.H.F.I y Bharamati mirajkar



Mrs. Preeti Pradeep Mirajkar  
First Party No. 2

Preeti

Preeti



L.H.F.I					
R.H.F.I					

Mr. Manoj Ambhaji Mirajkar  
First Party No. 3



Manoj

Manoj



L.H.F.I					
R.H.F.I					

Manoj

Manoj

Manoj Mirajkar

Manoj

Manoj Mirajkar

Mrs. Manasi Manoj Mirajkar  
First Party No. 4

Mirajkar



L.H.F.I					
R.H.F.I					

M/s. Bhanumati Ambhaji Mirajkar  
First Party No. 5



L.H.F.I					
R.H.F.I					

Mirajkar  
Mirajkar  
Mirajkar

Mirajkar

Mirajkar



L.H.F.I of Bhanumati Mirajkar



Mr. Hari Singh, Director of  
M/s. Latitude Homes and AMT Ventures Pvt. Ltd

For LATITUDE HOMES & AMT VENTURES PVT. LTD.

Director



L.H.F.I					
R.H.F.I					

Ajantha Jayaram Shetty, Director of,  
M/s. Latitude Homes and AMT Ventures Pvt. Ltd

For LATITUDE HOMES & AMT VENTURES PVT. LTD.

Director



L.H.F.I					
R.H.F.I					

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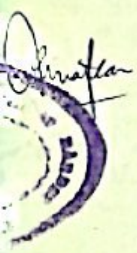
In the presence of

1. Name Manoj Karkera  
Address St. Inez, Tiswadi, Goa

*Prakash*

2. Name Prakash Bandekar  
Address Neugi Nagar, Panjim, Tiswadi, Goa

*Bandekar*



*Prakash*

*Neelhar*  
*M. M. M. M.*

*Prakash*

*Prakash*

LITE of Bharamati Mungkar



CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL



THE ADDITIONAL COLLECTOR-III, NORTH GOA DISTRICT, MAPUSA GOA.

No. 264/CNV/AC-III/2018 /1018

Date: 26/07/2019

Read: Application dated 21/09/2018 received from Claudio Michael D'Souza alias Claudio Minguelinhe De Souza and Anthony D.J D'Souza R/o H.No.60 Depso waddo, Parra Bardez-Goa received u/s 32 of L.R.C 1968.

**SANAD**

**SCHEDULE-II**

(See Rule 7 of the Goa Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1969).

Whereas an application has been made to the Collector of North Goa (hereinafter referred to as "the Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under section 32 of the Goa Land Revenue Code, 1968 (hereinafter referred to as "the said code" which expression shall, where the context so admits include the rules and orders thereunder by Claudio Michael D'Souza alias Claudio Minguelinhe De Souza and Anthony D.J D'Souza R/o H.No.60 Depso waddo, Parra Bardez-Goa being the occupant of the plot registered under Survey No.119/3 situated at Parra Village, Bardez Taluka (hereinafter referred to as "the applicant, which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use the plots of land ( hereinafter referred to as the "said plot") described in the Appendix I hereto, forming a part Survey No. 119/3 admeasuring 4550 Sq. mtrs be the same a little more or less for the purpose of Residential with 50 F.A.R

Now, this is to certify that the permission to use for the said plots is hereby granted, subject to the provisions of the said Code, and rules thereunder, and on the following conditions, namely:-

**1. Levelling and clearing of the land**-The applicant shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted, to prevent insanitary conditions.

**2. Assessment** - The applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules thereunder with effect from the date of this Sanad.

**3. Use** - The applicant shall not use the said land and building erected or to be erected thereon for any purpose other than Residential without the previous sanction of the Collector.

**4. Liability for rates** - The applicant shall pay all taxes, rates and cesses liable on the said land.

**5. Penalty clause** - (a) If the applicant contravenes any of the foregoing conditions, the Collector may, without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code, continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

(b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as specified in that behalf by the Collector, and on such removal or alteration not being carried out, recover the cost of carrying out the same from the applicants as arrears of land revenue.

6. a) If any information furnished by the applicant for obtaining the Sanad is found to be false at a later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the applicant.

b) If any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the construction/development carried out shall be at the cost and risk of the applicant.

c) The necessary road widening set-back is to be maintained before any development in the land

d) Traditional access passing through the plot, if any, shall be maintained.

e) No trees shall be cut except with prior permission of the competent authority.

7. Code provisions applicable - Save as herein provided the grant shall be subject to the provisions of the said Code and rules thereunder.



Cont./2



...2...  
APPENDIX - I

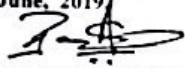
Length and Breadth		Total Superficial Area	Forming (part of Survey No. or Hissa No.	BOUNDARIES			
North to South	East to West			North	South	East	West
1	2	3	4	5			
140.50 mts	38.40 mts	4550 Sq.mts	Sy No.119 Sub Div No.3	Sy No.120/21,22, 23,24,25	Sy No.118/3,4	Sy No.119/ 46,5	Sy No.119/ 1,2

Village : Parra  
Taluka : Bardez

**Remarks:-**


- The applicant has paid conversion fees of Rs.6,18,800/- (Rupees Six Lakh Eighteen thousand eight hundred only) vide e-challan No. 201900722977 dated 19/06/2019
- The Conversion has been recommended by the Town Planner, Town and Country Planning Department, Mapusa vide his report No. TPB/4884/PARRA/TCP-19/2107 dated 03/04/2019 with conditions which shall be binding on applicant.
- The Dy. Conservator of Forests, North Goa Division, Ponda has given NOC for conversion vide report No. S/CNV/BAR-618/DCFN/TECH/2018-19/630 dated 12/10/2018.
- The Conversion has been recommended by the Mamlatdar of Bardez Taluka vide his report No.MAM/BAR/CI-II/Conv/2018/4046 dated 10/10/2018.
- This Sanad is issued for conversion of an area for Residential purpose only. The development/construction in the plot shall be governed as per laws/rules in force.
- Traditional access, passing through the plot, if any shall be maintained.
- Mundkarial rights and Mundkarial area should not be disturbed and should be protected if any.
- No development activity can take place without obtaining prior approval/NOC from the Electricity Department, as the case may be.
- In case it is revealed that applicant does not hold good title to the property the conversion Sanad will be withdrawn/cancelled.

In witness whereof the ADDITIONAL COLLECTOR III OF NORTH GOA, District, has hereunto set his hand and the seal of this Office on behalf of the Governor of Goa and by Claudio Michael D'Souza alias Claudio Minguelinhe De Souza and Anthony D.J D'Souza here also hereunto set his hand on this 25<sup>th</sup> day of June, 2019



  
1. Claudio Michael D'Souza  
alias Claudio Minguelinhe De Souza  
**Applicants**  
Through Power-of-Attorney  
Philip Samuel D'Souza

  
2. Anthony DJ D'Souza



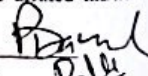
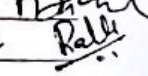
  
26.7.19  
Mahadev J Araundekar  
Additional Collector III  
North Goa District,  
Mapusa-Goa

Name and Signature of Witnesses

- Praxan. M. Bandekar 
- Laxmikant m. Patodar 

- Complete address of Witness
- P 9 Precy Building, mkh. Pan
  - Venus Residency, Goa-velha

We declare by Philip Samuel D'Souza R/o H.No.122, 2<sup>nd</sup> Cross 5<sup>th</sup> Block, Near BBMP office Koramangala Bengaluru South, 5<sup>th</sup> Block Bengaluru Karnataka, who have signed this Sanad is, to our personal knowledge, the person he/She represents themselves to be, and that he/She has affixed his/her signature hereto in our presence.

- Praxan. M. Bandekar 
- Laxmikant m. Patodar 

To,

- The Town Planner, Town and Country Planning Department Mapusa-Goa
- The Mamlatdar of Bardez Taluka.
- The Inspector of Survey and Land Records, Mapusa - Goa
- The Sarpanch, Village Panchayat Parra, Bardez -Goa.



**GOVERNMENT OF GOA**  
**Directorate of Settlement and Land Records**  
**Office of Inspector of Survey and Land Records**  
**BARDEZ-GOA**

**PLAN**

OF THE LAND BEARING SUB-DIV. No. 3 OF SURVEY No. 119 SITUATED AT PARRA VILLAGE OF BARDEZ TALUKA APPLIED BY CLAUDIO MICHAEL D SOUZA alias CLAUDIO MINGUELINHE DE SOUZA AND ANTHONY D.J. D SOUZA CONVERSION OF USE OF LAND FROM AGRICULTURAL INTO NON AGRICULTURAL PURPOSE, VIDE CASE NO. 4/264/CNV/AC-III/2018/646 DATED 07-05-2019 FROM THE OFFICE OF ADDITIONAL COLLECTOR-III, MAPUSA - BARDEZ GOA.

SCALE : 1:1000  
 AREA PROPOSED FOR CONVERSION. .... 4550 Sq. Mts.

S. No.120



(RAJESH R. PAI KUCHELKAR)  
 Inspector Of Survey And Land Records,  
 City Survey Mapusa.



PREPARED BY

*Harish P. Gawas*

HARISH P. GAWAS  
 Field Surveyor

VERIFIED BY

*Mathias Sarsat*

MATHIAS SRSAT  
 Head Surveyor

SURVEYED ON: 13/05/2019

File No.: 8/CNV/MAP/151/2019

*26.7.19*  
 Additional Collector - III  
 North, Mapusa - Goa

*Handwritten signatures and notes at the bottom left, including 'Widhakas' and 'TIPPOOJKA'.*

*Handwritten signature and note at the bottom right: 'LH+J y Bharumati Musajkar'.*



CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL

*JV Naik*

**SHRI JAIPRAKASH V. NAIK**  
**ADVOCATE & NOTARY**  
167/1 31st January Road  
Opp. Hotel Venite, Panaji-Goa  
Reg. No. 213

Notarial Registration No. 215/2022

Date: 19.01.2022





**Government of Goa**  
**Document Registration Summary 2**  
 Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 27-Jan-2022 12:21:20 pm

Document Serial Number :- 2022-BRZ-380

Presented at 12:15:00 pm on 27-Jan-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	139200
2	Registration Fee	144000
3	Processing Fee	960
<b>Total</b>		<b>284160</b>

Stamp Duty Required :139200/-

Stamp Duty Paid : 139200/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Hari Singh Director Of Latitude Homes And AMT Ventures Private Limited ,Father Name:Amar Singh, Age: 40, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 102, Ecoland Apartment, 2nd main, HBR Layout, 1st Block, North Bangalore, Karnataka, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Manoj Ambhaji Mirajkar , Father Name:Ambhaji Mirajkar, Age: 51, Marital Status: Married ,Gender:Male,Occupation: Business, near Alva Mar Hotel, H. No. 701, Britto Vaddo, Parra, Bardez, Goa, PAN No.:			
2	Manasi Manoj Mirajkar , Father Name:Gurudas Chinchankar, Age: 48, Marital Status: Married ,Gender:Female,Occupation: Housewife, near Alva Mar Hotel, H. No. 701, Britto Vaddo, Parra, Bardez, Goa, PAN No.:			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Bhanumati Ambhaji Mirajkar , Father Name:Gagaram Besre, Age: 75, Marital Status: Widow ,Gender:Female,Occupation: Housewife, near Alva Mar Hotel, H. No. 701, Britto Vaddo, Parra, Bardez, Goa, PAN No.:			
4	Pradeep Ambhaji Mirajkar , Father Name:Ambhaji Mirajkar, Age: 50, Marital Status: Married ,Gender:Male,Occupation: Service, H. No. 180-7, Block C- TF-2, St. Augustinho Morod, Santa Cruz, Tswadi, Goa, PAN No.:			
5	Preeti Pradeep Mirajkar , Father Name:Prabhu Anaji Kenaudekar, Age: 48, Marital Status: Married ,Gender:Female,Occupation: Service, 830-7, Block C, TF-2, St Augustinho Morod, Sata Cruz, Tswadi, Goa, PAN No.:			
6	Harl Singh Director Of Latitude Homes And AMT Ventures Private Limited , Father Name:Amar Singh, Age: 40, Marital Status: ,Gender:Male,Occupation: Business, 102, Ecoland Apartment, 2nd main, HBR Layout, 1st Block, North Bangalore, Karnataka, PAN No.:			
7	Ajantha Jayaram Shetty Director Of Latitude Homes And AMT Ventures Private Limited , Father Name:Jayaram Shetty, Age: 45, Marital Status: , Gender:Male,Occupation: Business, Pl-704, 7th Floor, Block B, Purva Atria Platina, Geddalahalli, North Bangalore, Karnatak, PAN No.:			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser.

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Prakash Bandekar, Age: 60, DOB: , Mobile: 9822384856 , Email: , Occupation: Advocate , Marital status : Unmarried , Address: 403001, Jairam Complex, Neugi Nagar, Panaji, Tiswadi, NorthGoa, Goa			
2	Name: Manoj Karkera, Age: 48, DOB: , Mobile: 9822384856 , Email: , Occupation: Advocate , Marital status : Married , Address: 403507, Duler, Mapusa, Bardez, NorthGoa, Goa			

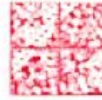
Sub Registrar  
SUB-REGISTRAR  
BARDEZ

Book - 1 Document  
Registration Number - BRZ-1-366-2022  
Date - 27 Jan 2022

  
SUB REGISTRAR  
BARDIA

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

Phone No. 802224888  
Sold To/Issued To:  
Latitude Homes  
For Show/ID Proof  
PAN#AAECLR3714



JAN 10 2022 10:12:59

₹ 1189000/-

OR OR OR OR OR OR OR OR

20182571441001176160-0000458  
2018257 20/02/21/2021-01

For CITIZEN CREDIT  
CO-OP. BANK LTD.

*M. P. C. S.*  
Authorized Signatory



2022-BR2-386

27/01/2022

1189010

### JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("JDA") is executed at, Mapusa, Bardez, Goa on the 10<sup>th</sup> day of January, 2022 (Two Thousand Twenty Two)

cont...2/-

*M. P. C. S.*



## BETWEEN

1. **Mr. Claudio Michael Dsouza**, 98 years of age, s/o. Mr. Francis Xavier Dsouza alias Caetano Francis Xavier De Souza, married, retired, Indian National, PAN card No. \_\_\_\_\_, and Aadhaar Card No. \_\_\_\_\_, r/o. House No. 60, Depso Vaddo, Parra, Jacknim, Bardez, Goa 403510.
2. **Mr. Anthony D.J. D'souza**, 68 years of age, s/o. Mr. Claudio Michael Dsouza, married, business, Indian National, PAN card No. \_\_\_\_\_ and Aadhaar Card No. \_\_\_\_\_, r/o. House No. 60, Depso Vaddo, Parra, Jacknim, Bardez, Goa 403510.

\_\_\_\_\_ all three (3) are jointly referred to as the **First Party** (which expression shall wherever the context so required or admits mean and include his heirs, executors, administrators and assigns) of the **One Part**

## AND

**M/s. Latitude Homes and AMT Ventures Pvt. Ltd.** a private limited Company duly registered under the Indian Companies Act, 1956, and having its registered office at Door No. 40/1A, Basappa Complex, Lavelle Road, Bangalore, Karnataka. 560001 The CIN of the Company is \_\_\_\_\_ and PAN Card No. \_\_\_\_\_, represented through its directors, 1. **Mr. Hari Singh**, 40 years of age, s/o. Amar Singh, married, business, Indian National, r/o. 102, Ecoland Apartment, 2nd Main, HBR Layout, 1st Block, North Bangalore, Karnataka, 560043, having PAN card No. \_\_\_\_\_ and Aadhaar Card No. \_\_\_\_\_, and 2. **Mr. Ajantha Jayaram Shetty**, s/o. Jayaram Shetty, 45 years of age, married, business, Indian National, r/o. PI-704, 7<sup>th</sup> Floor, Block B, Purva Atria Platina, Geddalahalli, Bangalore North, Karnataka, 560094, holding Pan Card No. \_\_\_\_\_ and Aadhaar Card No. \_\_\_\_\_ vide Board Resolution dated 7<sup>th</sup> December 2021, passed in the meeting of the Board of Directors,, passed in the meeting of the Board of Directors, hereinafter referred to

"Second Party" (which expression shall wherever the context so required or admits mean and include successors in office, Directors, heirs, executors, administrators and assigns) of the **Other Part**.

The **First Party** and **Second Party** are jointly referred herein as "**Parties**"

And Whereas there exists property known as "Shrin Bhat", also known as "Siribay", also known as "Margali", bearing Survey No. 119, Sub. Div No. 3, situated at Parra, Bardez-Goa, totally admeasuring an area of 5,050 sq. mts. within the jurisdiction of Village Panchayat Parra, Taluka and registration Sub-District of Bardez, District of North Goa, State of Goa. The property is described in the Land Registration Office under No. 1496, in Book B-IV new and not found enrolled in the Taluka Revenue Office, and for the sake of brevity referred to as the "**said entire property**".

And Whereas the **said entire property** originally belonged to Pasquina Amangela De Souza who gifted the same to Smt. Eufemia Da Silva alias Smt. D. Eufemia da Silva alias Smt. Eufemia Francisca D'Souza, alias Eufemia Francisca D'Souza who became the absolute owner in possession of the said property as per Deed of Gift dated 19<sup>th</sup> March 1918, recorded at Folio eighty five onwards of Book number 178 of the Notary Public of the said Division of Bardez.

And Whereas the said Smt. Eufemia Da Silva alias Smt. Eufemia de Silva, alias Eufemia Francisca Da Silva, alias Smt. Eufentia, expired after executing Public Will dated 29<sup>th</sup> Dec 1959, duly registered before Assistant of Substitute Notary in Cunarea of Bardez, Mapusa at Folio 39 up to folios 40 overleaf of the Book of Wills number 52 and had transferred all her properties and rights to her two sons Antonio Simao D'Souza, alias Antonio Simao de Souza and Claudio Michael D'Souza alias Claudio Migueilinho de Souza.

And Whereas the said Antonio Simao D'Souza, alias Antonio Simao de Souza expired on 7<sup>th</sup> Feb 1984 leaving behind him 1. Mrs. Generosa D'souza, widow 2. Mrs. Euzebia D'Souza, daughter 3. Mr. Angelo D'Souza, husband

of Mrs. Euzebia, 4. Mr. Francis Xavier D'Souza, son, 5. Mrs. Francisca Xavier D'Souza, wife of Francis Xavier D'Souza, 6. Mr. Gerald D'Souza, son, 7. Mrs. Survina D'Souza, wife of Gerald D'Souza, 8. Mrs. Guilhermine Menezes Rege, daughter and 9. Mr. Sudhakar Rege, husband of Guilhermine, as his only universal heirs and legal representatives, who became the co-owners of the **said entire property** by virtue of Deed of Succession dated 1<sup>st</sup> June 2001 recorded in the office of the Notary Ex-Officio of Bardez, at Mapusa, Goa under No. 795 at page 96 to 98.

**And Whereas** 1. Mrs. Generosa D'souza, widow 2. Mrs. Euzebia D'Souza, daughter 3. Mr. Angelo D'Souza, husband of Mrs. Euzebia, 4. Mr. Francis Xavier D'Souza, son, 5. Mrs. Francisca Xavier D'Souza, wife of Francis Xavier D'Souza, 6. Mr. Gerald D'Souza, son, 7. Mrs. Survina D'Souza, wife of Gerald D'Souza, 8. Mrs. Guilhermine Menezes Rege, daughter and 9. Mr. Sudhakar Rege, husband of Guilhermine, 10. Mr. Claudio Michael D'Souza alias Claudio Miguealinho de Souza and 11. Nila D'Souza, wife of Claudio Michael D'Souza alias Claudio Miguealinho de Souza, being the owners in possession of the **said entire property** are jointly referred to as the **original owners**.

**And Whereas** the **original owners** sold a portion of the above **said entire property** having an area of 200 sq. mts. to their Munkars, Mrs. Bhanumati Ambaji Mirajkar and her son Mr. Manoj Ambaji Mirajkar vide Sale Deed dated 20<sup>th</sup> Aug 2003 duly registered in the office of the sub registrar of Bardez at Mapusa under registration No. 535 of Book I Volume 1223 dated 25<sup>th</sup> Feb 2005, which plot was subsequently partitioned and presently surveyed under Survey No. 119 Sub Div No. 3A of Village Parra, Bardez, Goa.

**And Whereas** the **original owners** sold another portion of 300 sq. mts. to Mr. Pradeep Ambaji Mirajkar and his wife Mrs. Preci Pradeep Mirajkar vide Deed of Sale dated 20<sup>th</sup> Aug 2003 duly registered in the office of the sub registrar of Bardez at Mapusa under registration No. 534 at pages 236 to 249 of Book I Volume 1223 dated 25<sup>th</sup> Feb 2005, which plot was subsequently





partitioned and presently surveyed under Survey No. 119 Sub Div No. 3B of Village Parra, Bardez, Goa.

And Whereas by a Gift Deed dated 24<sup>th</sup> Nov 2006 duly registered in the Office of the Sub Registrar of Bardez, Mapusa, Goa, under Sr. No. 5948 at pages 227 to 244 of Book No. 8 Volume 1895 dated 28<sup>th</sup> Nov 2006, wherein 1. Mrs. Generosa D'Souza, 2. Mrs. Euzobia D'Souza, 3. Mr. Angelo D'Souza, 4. Mr. Francis Xavier D'Souza 5. Mrs. Francisca Xavier D'Souza, 6. Mr. Gerald D'Souza, 7. Mrs. Suvina D'Souza 8. Mrs. Guilhermine Menezes Rege and 9. Mr. Sudhakar Rege, as the Donors gifted their share in the remaining property admeasuring 4,550 sq. mts., to Mr. Claudio Michael D'Souza.

And Whereas by virtue of the Gift Deed dated 24<sup>th</sup> Nov 2006, Mr. Claudio Michael D'Souza alias Claudio Miguelinho de Souza became the sole and universal owner of the above property admeasuring 4,550 sq. mts. The property admeasuring 4,550 sq. mts. being the subject matter of this Joint Development is herein after referred to as the **said property**, and more particularly described in Schedule hereunder.

And Whereas Mrs. Nila D'Souza, wife of Mr. Claudio Michael D'Souza, expired on 14<sup>th</sup> Aug 2016 and she had vide Will dated 28<sup>th</sup> May 2015 given her disposable share to her son, Mr. Anthony D'Souza alias Anthony D J Dsouza.

AND WHEREAS due to the magnitude of the development of the **said property** and also preoccupation of their other work, the **First Party** is desirous of developing the **said property** more particularly described in the Schedule hereunder through this Joint Development Agreement.

AND WHEREAS the **Second Party** are property developers & promoters of repute and are conversant and established in the field of development & construction with the necessary infrastructure and sources to develop and construct upon the **said property** and exploit the same to its full potential.



AND WHEREAS pursuant to mutual negotiations and discussions, the **First Party** and **Second Party** are now mutually desirous of developing the said property and the parties hereto are therefore desirous of associating with each other as and by way of this JDA and have agreed to join in the said development on terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSTH** and it is hereby agreed by and between the Parties hereto as under:

1. **Name of the project** The Parties by mutual consent shall name the Development/Units constructed on the Schedule Property:

2. **Relation of Parties** The Parties herein do not desire to become agents of each other and as such neither intend to constitute a partnership firm but form themselves into an Association of Persons and as such the provisions of the India Contract Act, 1872 shall be applicable to the parties herein in their interrelationship and the same shall govern this agreement whenever there is no express provision made herefore. The Parties herein specifically confirm that this agreement does not constitute a partnership and consequently no party shall be entitled to represent the other as an agent of the other, so as to bind the other party. The Parties have entered into this Agreement on a Principal to Principal basis.


3. **Governing Act** The rights and responsibilities of the Parties are and shall be as hereinafter set out and to be mutually agreed from time to time and governed by the provision of Indian Contract Act, 1872 wherever there is no express provision. The **said property** is hereby brought under this Agreement as its asset for the purpose of development.

4. **Purpose** It is agreed between the parties that the **said property** shall be developed by the **Second Party** in terms of and in accordance and as per terms and conditions of this JDA. The **Second Party** shall



carry on the business of developing row housing and/or Villa or units or apartments on the **said property** and dispose- off the constructed units therein.

5. **Agreement to be Irrevocable** The JDA hereinabove formed under this agreement shall be irrevocable and continue in existence until the said development is complete. Either of the parties shall have no right in any way to terminate this JDA. Either of the parties shall not in any way transfer their share in entirety or in part to any other person without the written consent and concurrence of the other party to this Agreement.

- 
6. **Place of business** The principal place of the JDA shall be situated at Goa, however, with the mutual consent of both the parties herein, the principal place of business may be shifted to any other place/s from time to time.


7. **Possession of the said property** The **First Party** at their cost shall hereby hand over possession **of the said property** free of any encumbrances and authorise the **Second Party** with permission to work on the said land, survey drawing/report, land fencing and other related works to this JDA at their own cost, and the **Second Party** shall be entitled to exploit the rights obtained therein for the purpose of its business and develop the same and dispose-off its portion only, of the developed and constructed areas in terms of this agreement.

8. **General Power of Attorney** The **First Party** will execute G.P.A. in favour of the **Second Party** on the date of this document giving Power of Attorney to **Second Party** to execute necessary documents to carry out construction activities, to convey undivided interest in the **said property** and to apply for sanction permission and other approvals required for sanction,





9. **Consideration and Sharing** The **Sharing Ratio** between the **First Party** and the **Second Party** is **40%** (Forty percent) and **60%** (Sixty percent) of the total constructed premises i.e. the **First Party** is eligible to get its share of constructed premises of **40%** of the total Built-up Area and the remaining **60%** will be the share of the **Second Party** as per the Sanction Plan from the Concerned Government Authorities. The Parties consent to enter into a 'Sharing Agreement' within thirty (30) calendar days of receipt of sanction plan from the concerned Authorities which shall indicate the unit sharing in accordance to the Area sanctioned.



10. **Initial contribution of Second Party** The **Second Party** till date has contributed all the funds required for the purpose of developing the building project including conversion of the land into N.A. and the forthcoming expenses involved in getting the approvals for construction of buildings and villas on the **said property** from time to time for completion thereof, which cost shall also be borne by the **Second Party**.

11. **In Charge and control of the Project** The **Second Party** shall be in-charge of construction of the said proposed row houses and/or villa units. The **Second Party** shall not stop the construction for want of funds or lack of fund realisation from sale of the units. The construction shall be in accordance with the sanctioned building plans and which are acceptable to the **Second Party** and to the satisfaction of the Architect appointed for the project in conjunction with approval from the **First Party**.

12. **Commencement of Project** The **Second Party** shall commence the construction within a period of Ninety (90) calendar days from the date of plan sanction and shall handover possession of the share of units of the **First Party** within a period of Thirty (30) months from the date of commencement of construction. A maximum grace period of 6 months exceeding the period of 30 months will be



provided to the **Second Party**, failing which a compensation of Rs. 35,000/- per undelivered unit per month of delay shall be payable to the **First Party** by the **Second Party** from the 37<sup>th</sup> month onwards on the **First Party's** undelivered share. The Parties shall be responsible and liable for any delay compensation to its respective Buyers/Purchasers.

13. **Completion of the Project** The **Second Party** hereby confirms that it shall complete the entire project within a period of 33 (Thirty Three) months from the date of receiving the sanctioned plans with maximum 6 months grace period. It is important to the **First Party** that the project be completed within a maximum period of 39 (Thirty Nine) months from date of Plan Sanction.

14. The Property tax will be borne by the **Second Party** till the date of intimation of completion by the **Second Party**. However, the deposit towards Power and utilities, GST as applicable and other levies will be borne by the parties in proportion to their respective sharing ratio. The Stamp duty and registration charges for units shall be borne by the Unit Buyers/Purchasers. The **First Party** shall bear the Stamp Duty and Registration Charges for the Units they would like to retain/not sell.

15. **Deposit** The **Second Party** on behalf of the **First Party** has as on date incurred a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs only) for obtaining the Sanad of Conversion, approvals, etc. All such amounts expended by the **Second Party** towards Sanad of Conversion, Architect Fee for Sanction Plan, Approval Costs and Sanction Costs shall be treated as 'Non-Refundable Deposit'.

16. **The First Party hereby Covenant & Declare hereunder :**

- a. That the **First Party** is the absolute owners of and otherwise seized and possessed of the said property and have a clear and marketable title and the **Second Party** has obtained Sanad of Conversion from Addl. Collector Mapusa-Goa under No. 4264/ CVV/AC-



III/2018/1018 dated 26/07/2019 by incurring the required amounts towards such Sanad of Conversion.

- b. That there are no outstanding encumbrances, lease, mortgages, lien, notices for requisition or reservation or assignments or otherwise or any outstanding interest of claims by or of any other persons.
- c. That the **First Party** has a clear and absolute irrevocable right and authority to develop the said property and that the same is totally free from all such claims and encumbrances.
- d. That they the **First Party** or their predecessors in title or anybody claiming from or under their name have not granted any right or way or easement or license or any other rights to any person over the said property.
- e. That the **First Party** have not entered into any currently valid agreement or arrangement with anyone for development and/or construction of the new building/s on the said property, nor have they accepted any amount by way of earnest deposit/consideration howsoever from any one, before entering into this agreement with the **Second Party**.
- f. That the **First Party** have not created any charge, mortgage, encumbrance, lease, lien or any third party interest or otherwise howsoever in respect of the said property and/or the said new proposed building/s and shall ensure that the **Second Party** is able to carry out the development and construction work on the said property in respect of the said proposed new building/s without any let or hindrance or obstruction from any quarter

17. **Mortgage** : The **First Party** hereby gives its consent and assent to the **Second Party** to mortgage 100% of the said property, to any bank/financial institution/body corporate/individual to avail loan not exceeding 60% of the existing market value of the land. The **First Party** shall consent to sign the required documents to execute the mortgage/construction loan subject to RERA.





18. **Right of Second Party to Develop** : The right of the **Second Party** to carry out development in respect of the **said property** i.e. construction of the said new proposed building/s is absolute and irrevocable subject to the rules and regulations of Town and Country Planning Department, and Panchayat and other concerned authorities governing development and construction such as the PDA, and the said right is free from any encumbrances, claims and demand of any nature whatsoever.

19. **Zoning of the said property** : That all the **said property** falls in the Residential Zone i.e. S- 2 under the current Development/Master Plan and that no part thereof is subject to any reservation or other onerous restriction and that permissible quantum of Floor Area Ratio (F:A.R) 60 % available for construction under the applicable Building Regulations for residential zone lands is available for construction of the **said property**. This is the essence of this Agreement.

20. The **said property** is vacant and is in exclusive possession of the **First Party** and save and except as stated herein above there are no tenants, licensees or any other occupant thereon.

21. The **First Party** shall not encumber the **said property** or create any charge thereon of whatsoever nature, after the execution of this agreement.

22. That the estimated area that could be available for construction on the **said property** is 34,845 sq. ft. (Built-up area), (Built-up area) or as per the plan sanction by the concerned authorities.

23. The **First Party** hereby declares that statements and representations made in the foregoing recitals are true to their own knowledge and are made knowing full well that relying upon the said statements and representations to be true and correct, the **Second Party** have agreed to participate with the **First Party** in the development of the **said property** viz. construction of the proposed new housing units and to



undertake several obligations as herein set out and accordingly the **First Party** have agreed to introduce the development rights in the said **property** with the **Second Party**. The **Second Party** is at full liberty to also re-check and re-affirm these claims as mentioned above such as super built-up area and various rules of the land etc., prior to signing of this JDA.

24. The **Second Party** shall have the exclusive right to develop the said **property** in accordance and under this JDA and this exclusively right of herunder given to the **Second Party** and the **First Party** binds itself with this negative covenant in favor of and unto, the **Second Party**. Both Parties will agree mutually on the design and will not proceed until both Parties are in agreement put in writing.

25. The **Second Party** has agreed to enter into this JDA on the strength and faith of above declarations and representations made by the **First Party**.

26. The **Second Party** agrees and confirms that they have agreed to develop the said **property** by construction of building/s comprising of residential row houses and/or villas and any other type of construction which is allowed by the prevailing laws of the Government of Goa Town Planning Department thereon on ownership basis and the said proposed new building/s, etc. shall be constructed in accordance with the building plans approved by the concerned authorities as aforesaid and with the consent and approval of the **First Party**. The proposed development unit specifications and the amenities to be provided will be of good standards as indicated in the **Schedule II** and such specifications will have been mutually agreed upon.

27. That the proposed new building/s and villas shall be constructed by the **Second Party** in accordance with the building plans as approved by the concerned authorities. Any modifications thereto that is made by the **Second Party** would be subject to the approval of the concerned



authorities in consultation and approval from the **First Party**, and the expenses for such approvals and permission will borne by the **Second party** and the sale proceeds from such additions shall wholly accrue to the **Second Party**.

28. The **First Party** shall execute the Final Sale Decds of the said units and handover ultimate possession in favour of the Purchasers/Buyers as and when called for by the **Second Party**.

29. The **First Party** shall initiate or file a suit, petition, memorandum for the purpose of enforcing the rights towards the title of the said property and the **First Party** shall obtain the official demarcation of the said property and verification of area there under as per revenue records or record of rights. However, should there be any claims by any customer or other person due to any defect in the title of the **First Party**, the loss arising therefrom shall be to the account of both parties.

30. The **First Party** shall convey a clear and marketable title of the said property. The **First Party** shall have no right to dispose-off or deal with the said property or any portion thereof until the development and sale of the Units contemplated under this JDA is completed in all respects. Both parties will have the right to dispose off or sell their allotted portion of units/rowhouses & villas at their own wish & desire with permission and confirmation in writing of both the parties.

31. The **First Party** shall make, sign and execute all such applications, documents as may be necessary for permission, which may be required by any concerned authorities.

32. The **Second Party** shall be responsible for the entire construction in accordance with the Sanction Plans and Specifications agreed upon and all expenses towards such construction including Architect Fees, Approvals, Sanction Plan Fee, Material, Staff and Labour Costs, Sub-Contractor Costs shall be borne by the **Second Party**.





33. Any claims by any labour or other agencies for injury caused or damages caused shall also be borne by **Second Party**.

34. The **Second Party** shall also be responsible for the losses or claims that may arise due to any construction related defects within the defect liability period of up to 36 (Thirty Six) months from the date of Occupancy Certificate. However, such warranty by **Second Party** shall be null and void if the purchaser/buyer/first Party suggest internal modifications/alterations to the 'Standard Plan' after completion of the Plastering Stage or if the Purchaser/Buyer/First Party undertake internal modifications/alterations after handover of possession. As with all their construction, the second party is known for their quality and agrees to give a warranty for their workmanship and materials used for the construction, and agrees to redo or repair any such 'material defects' during such defect liability period.

35. The **Second Party** shall at its cost draft/prepare legal documents such as 'Agreement of Sale' and 'Sale Deed' and the **First Party** consents to execute these standard documents without any modifications/alterations, as required during the Sale of Units.

36. Any penalty or other claims by any person, municipality or other authority for infringement of any law or right or not complying with the rules of regulations relating to construction shall be borne solely by **Second Party**.

37. The Marketing of all the Units shall be done exclusively by the **Second Party**. The **First Party** shall indicate the units they wish to retain from within their share prior to commencement of marketing/sales. The Parties shall bear the sales commission/brokerage fee towards the Sale of their respective share of Units. The **First Party** shall be liable to pay the sales commission/brokerage fee to the **Second Party** for the Units sold by the **Second Party** on behalf of the **First Party**.



38. The Unit Cost Sheet/Pricing of all the Units shall be determined by the **Second Party** depending upon market conditions. The **First Party** shall not sell any units in their share less than the Price indicated in the Cost Sheet or shall obtain written consent from the **Second Party** prior to engaging/finishing with their Purchaser/Buyer a price which is lower than that is indicated in the Cost Sheet.

39. The **Second Party** shall be entitled to collect a 'Maintenance fee' for two (2) years payable by the First Party/Buyers/Purchasers prior to execution of the 'Sale Deed' or immediately upon receiving the Occupation Certificate whichever is earlier. The Parties shall be liable to pay such Maintenance Fee for all Units held/unsold under their respective share. Such maintenance period shall be for two (2) years from the date of 'Occupation Certificate'.

40. The **Second Party** shall bear the cost for electricity, water and sewerage up to the date of the 'Occupation Certificate'. Thereafter, such payments referred above shall be made by the respective Unit Purchasers/Buyers/holders. Any such deposit amounts payable shall be borne by the respective Parties in accordance to their Sharing Ratio. Such deposit amounts shall be reimbursable directly to the respective Parties by their respective Buyers/Purchasers.

41. The liability towards the Income Tax/Capital Gain Tax shall be borne independently by the Parties for their respective share of sale proceed/income. However, the Auditors of respective Parties shall be permitted to consult with each other on only relevant matters prior to filing of returns.

42. The business of the JDA shall be managed by the **Second Party** and the **First Party** shall not interfere in the day to day management. The **First Party** shall however be liable to fulfil all its obligations under this Agreement and render all possible assistance and co-operation to



the **Second Party** in carrying out the day to day management and affairs of this JDA.

43. In case there are any concerns with procedures or processes or operations that is not being done correctly, each Party can address it with the other and try to resolve any such situations in the most amicable manner possible with discussion.

44. The **Second Party** shall register this Development with RERA and expenses if any, shall be borne by the respective Parties in accordance to their Sharing Ratio.

45. Notwithstanding the specific duties, responsibilities of both parties as stated herein above, both the Parties agree and confirm that as and when required, in the interest of the JDA, they would be assisting each other in discharging their responsibilities and duties to best of their ability.

46. The **First Party** hereby confirms that the title to the said property is good and marketable and subsisting. The **First Party** hereby undertakes to keep the **Second Party**, successors-in-title and assigns fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise on account of defect of title or delay in reinstating a good and marketable title.

47. It is made explicitly clear and unambiguous that the **First Party** is not in any way concerned with the building or development activities, or business carried out by the **Second Party** upon the said property, hence there is no monetary or other liabilities upon the **First Party** on such account.

48. It is hereby specifically understood and agreed between the Parties that the **Second Party** shall indemnify the **First Party** for any monetary and legal consequences arising out of any relationship contractual or



otherwise entered into between the Second Party and outside third party/agency.

49. Each of the Parties herein shall indemnify and keep indemnified, saved, defended and harmless the other Party from or against any liability arising from non-payment of any tax on the profits accruing from sale proceeds/ income from the development being implemented on the said property. In case of ambiguity any such loss shall be shared in their respective profit sharing ratio.

50. The parties hereby specifically agree that in the event the legal heirs/successors/claimants of the **First Party** including the legal heirs of late Antonio Simao Dsouza raises any claim, action or proceedings in future in respect of the **said property** the said claims, actions or proceeding shall be exclusively settled/comprised by the party of the **First Party** and the **Second Party** will in no way be responsible or any such settlement or compromise.

51. This JDA by and between the Parties hereto formed hereby shall be dissolved/terminated mutually in writing subject to completion of the entire development work on the **said property** and obtaining the Occupancy Certificate, all the amount receivable from the prospective purchasers thereof have been received in full and final accounts between the Parties are settled in writing.

52. The Parties hereto agree and record that they shall hold quarterly meetings to review the progress of the construction. The **First Party** shall have the right to inspect the quality of work and progress and provide feedback to the **Second Party**. The **First Party** shall notify the **Second Party** in writing at least 48 hours prior to 'Site Visit' to ensure better co- ordination during visit. The **First Party** shall be accompanied by at least one (1) personnel appointed by the **Second Party** during all such visits.



53. The **Second Party** shall have the power to delegate the construction activities and the **First Party** shall have no objection for the same, without however not to prejudice any right of the **First Party** with respect to this JDA and the **Second Party** shall be responsible to the **First Party**.

54. However, the **Second Party** shall not incur any liability for any delay in delivery of possession by reason of non-availability of construction material, delay in obtaining permit/license and/or by governmental restrictions, change in government policies, civil commotions, riots, strikes, pandemics, act of God or due to any injunction or prohibitory order (not attributable to any action of the **Second Party**) each such event constituting a 'Force Majeure'. In such aforesaid events, the **Second Party** shall be entitled to corresponding extension of time for completion and delivery of possession.

55. The **First Party** shall execute simultaneously herewith a General Power of Attorney in favour of the nominees of the **Second Party** vesting in them various power and authorities to develop and sell the buildings/units/lements and/or pre- vises to be constructed in the said property.

56. The **Second Party** agrees to construct the units for both parties the first 6 villas in a one is to five ratio and subsequent villas in one is to one ratio constructing his own units along with the first party's units, until the completion of the entitled 40% of the total units/villas is completed. Following which the **Second Party** may construct his balance units according to his wishes as per the sanctioned plan.

57. Any breach committed by either of the Parties may be complained of by the other Party in writing calling upon the Party in breach to remedy the breach. On the failure of such Party to remedy such breach within thirty (30) calendar days from the receipt of such notice, the non-defaulting Party shall take steps to resolve such matters as herein.



58. In the event of inability to remedy any breach of the terms and condition of this Joint Development Agreement or any differences or disputes arising between the Parties in regard to this JDA or any relating matter thereto, the same shall be referred to and settled by Arbitration by a Sole Arbitrator appointed mutually by both parties, under the provisions of the Indian Arbitration Act, 1996 or by each disputing Party nominating an arbitrator of their choice and the arbitrators so appointed will jointly appoint a third arbitrator.

59. Such arbitration shall be conducted at Panaji, Goa in English language. The award passed by the Arbitrators shall be final and conclusive and binding to the parties. The Courts in Goa shall have jurisdiction.

60. The **Second Party** shall solely bear the cost of stamp duty and registration charges payable on this Agreement (JDA).

61. The Parties acknowledge that this Agreement is the Complete Agreement and it supersedes any prior Agreements, MOU's and Representations between the Parties whether written or oral. Any such prior arrangements are cancelled at this date, without prejudice to any rights, which have already accrued to either of the Parties.

62. The failure by either Parties to enforce any term of for any period, or any one or more terms and condition of this Agreement will not be construed as waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

63. The said Scheduled Property is non-agricultural property. This document and transaction is complying with Foreign Exchange Management Act, 1999 and Reserve Bank of India guidelines. The Office of the Civil Registrar cum Sub Registrar, Bardez shall not be responsible if the parties violate Foreign Exchange Management Act and/or Reserve Bank of India guidelines.





64. That the market value of the said property for the purpose of Stamp duty is calculated at Rs. 4,10,00,000/- (Rupees Four Crore Ten Lakhs Only) and Stamp duty of Rs. 11,89,000/- (Rupees Eleven Lakhs Eighty Nine Thousand only) is paid herewith.

65. The parties hereby declare that the said property in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/318/77 dated 21<sup>st</sup> Aug 1978.

66. This Agreement is prepared in Duplicate. The Original shall be with the **Second Party** and the Duplicate thereof shall be with the **First Party**.

This Agreement may be amended only by a written document executed between the Authorized representatives of the Parties.

67. The **Second Party** shall hold the custody of the Original Title / Original Documents of the Schedule Party and the **First Party** shall give the same without any objection.

#### SCHEDULE PROPERTY

All that property known as 'Shri Bhat', or 'Shririr' or 'Siribhaty', or 'Margali', bearing Survey No. 119, Sub. Div. No. 3, situated at Parra, Bardetz, Goa, totally admeasuring an area of 4,550 sq. ms. within the jurisdiction of Village Panchayat of Parra, Taluka and registration Sub-District of Bardetz, District of North Goa State of Goa. 'Said Property' is described in the Land Registration Office under, No. 1496, in Book B-Fourth New and not found enrolled in the Taluka Revenue Office.

That the sketch showing this property marked in red colour is annexed herewith and this sketch shall form part of this Deed.

**This property is bounded as under:**

On the East By property under survey No. 119/4.

On the West By property under Survey Nos. 119/1 and 2.

On the North By property under Survey No. 121/21, 22, 23, 24 and 25.

On the South By property under survey No. 118/4.



**SCHEDULE B - UNIT SPECIFICATIONS**

1.	Structure	RCC framed Structure
2.	Doors and Joinery	Polished Sal Wood Door Frames Polished / Painted Solid Flush Internal Doors Polished / Painted Solid Flush Main Doors
3.	Windows	Finesta or Equivalent
4.	Flooring (Master Bedroom)	Laminated Flooring
5.	Flooring (All other internal)	Vitrified Tiles
6.	Staircase & Entrance	Granite
7.	Bathrooms	CP Fittings: Grohe / Kohler Wall mounted W/C: Parryware Washbasin: Parryware Hand Shower Wall mounted Head Shower
8.	Painting	Royal Emulsion
9.	Kitchen	Modular Kitchen Utility Basin
10.	Electrical	Connected Load: 8 KW Modular Switches: ABB
11.	Security External	Perimeter Camera Surveillance

*[Handwritten signature]*

*[Handwritten signature]*

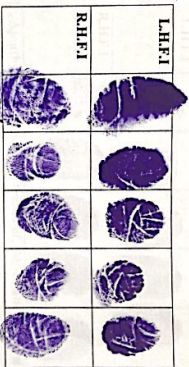
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*[Handwritten signature]*

IN WITNESS WHEREOF this Agreement is signed in presence of witnesses  
on the day, month and the year mentioned above

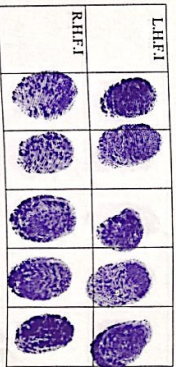
Mr. Claudio Michael Dsouza

First Party No. 1



Mr. Anthony D.J. D'souza,

First Party No. 2















Mr. Hari Singh, Director of, M/s. Latitude Homes and AMT Ventures Pvt. Ltd

For LATITUDE HOMES AND AMT VENTURES PVT. LTD.

  
Director













L.H.F.I					
R.H.F.I					

Mr. Anantha Jayaram Shetty, Director of, M/s. Latitude Homes and AMT Ventures Pvt. Ltd

For LATITUDE HOMES AND AMT VENTURES PVT. LTD.

  
Director



L.H.F.I					
R.H.F.I					







S/NO	Party Name and Address	Photo	Thumb	Signature
3	Hari Singh Director Of Latitude Homes And AMT Ventures Private Limited , Father Name:Amar Singh, Age: 40, Marital Status: Gender:Male,Occupation: Business, 102, Ecoland Apartments, 2nd Main, HBR Layout, 1st Block, North Bangalore, Karnataka 560043, PAN No.:			
4	Ayantha Jayaram Shetty Director Of Latitude Homes And AMT Ventures Private Limited , Father Name:Jayaram Shetty, Age: 45, Marital Status: Gender:Male,Occupation: Business, P1-704, 7th Floor, Block B, Purva Arla Platina, Gedalahalli, Bangalore north, Karnataka, PAN No.:			

Witnesses:  
I/we individually/Collectively recognize the Vendor, Purchaser,

S/NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Prakash Bandekar, Age: 61, DOB: Mobile: 9822384856, Email: Occupation: Advocate , Marital status : Married , Address: 403001, Jaiaram Complex, Neugi Nagar, Panaji, Tewadi, NorthGoa, Goa			
2	Name: Manoj Karkar, Age: 48, DOB: Mobile: 9822384856 ,Email: Occupation: Advocate , Marital status : Married , Address: 403507, Gauli Waddo, Mapusa, Bardez, NorthGoa, Goa			

Sub Registrar

338-REG-CAT-90A  
panez

Document Serial Number :- 2022-BRZ-386



Book :- 1 Document

Registration Number :- BRZ-1-371-2022

Date : 27-Jan-2022

*Amal Mishra*  
SUB-REGISTRAR

Sub Registrar(Office of the Civil Registrar-cdh:Sub Registrar, Bardez)

In the presence of

~~Prakash~~

1. Name Manoj Prabhakar Karkera  
Address Gaultiwaddo, Duler, Mapusa, Bardez, Goa

2. Name Prakash Bhandekar  
Address Neugi Nagar, Panjim, Tiswadi, Goa

Prakash

~~Prakash~~

Manoj Karkera