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For CITIZEN CREDIT™  
CO-OP. BANK LTD.

Authorized Signatory



29/12/2022

## JOINT DEVELOPMENT AGREEMENT

Veera Apartments Private Limited

Authorized Signatory

For Primavera Real Estate Developers Goa

Partner

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For Primavera Real Estate Developers Goa

Partner

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JOINT DEVELOPMENT AGREEMENT

Veera Apartments Private Limited

Authorized Signatory

For Primavera Real Estate Developers Goa

Partner

This Joint Development Agreement ("**Agreement**") is made and executed in Mapusa, Bardez, Goa on this 29<sup>th</sup> day of December 2022,

### AMONGST

**VEERA APARTMENTS PVT. LTD.**, a company incorporated under the Companies Act, 1956, having PAN No. [REDACTED] and having its registered office at B-3/58, Safdarjung Enclave, New Delhi-110029 acting through its Authorized Representative Mr. Saurabh Jain, authorized pursuant to board resolution dated 18/08/2022, having Aadhar Card No. [REDACTED], PAN No. [REDACTED], Resident of C/o E-15, Green Park Extension New Delhi - 110016 (hereinafter referred to as the "**Developer**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

### AND

**PRIMAVERA REAL ESTATE DEVELOPERS**, a partnership firm having PAN No. [REDACTED] registered under the Indian Partnership Act, 1932, and having its office at Casa Azure Goa, H. No. 1/271/E/FF - 10, Gauravaddo, Calangute, Goa and represented herein by its partners: (a) Viraj Bhojraj Suvarna, s/o Uppoor Bhojraj Suvarna, Adhar No. [REDACTED], PAN NO. [REDACTED]; (b) Dhruv Suvarna Adhar No. [REDACTED], PAN NO. [REDACTED] and (c) Chirag Suvarna Adhar No. [REDACTED], PAN NO. [REDACTED] both S/o Viraj Bhojraj Suvarna, and both duly represented by their father and Power of Attorney Holder (POA) holders Mr. Viraj Bhojraj Suvarna, having Adhar No. [REDACTED], PAN NO. [REDACTED] vide its POA dated 14/07/2020 executed before Mr. N. Narayana Swamy, Notary public, (hereinafter referred to as "**Land Owner-1**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

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AND

**MR. MICHAEL FERNANDES**, S/o. Mr. Alex Joaquim, major of age, Indian National, married, businessman having PAN Card No. [REDACTED] Adhar No. [REDACTED] and resident of H. No.1707, Saipem, Candolim, Goa, (hereinafter referred to as "**Land Owner-2**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

AND

**MR. WASI AYAZ**, s/o Mahmood Ayaz, Indian National, major of age, having Adhar No. [REDACTED] PAN No. [REDACTED] resident of House No. 84, 3rd Main, Defense Colony, Indira Nagar, Bangalore - 560 038, (hereinafter referred to as the "**Land Owner-3**" represented by his brother and POA holder Mr. Jawad Ayaz, major of age, PAN Card No. [REDACTED] Adhar No. [REDACTED] dated 15/04/2019 executed before The Sub Registrar of Shivaji Nagar (Indira Nagar), Karnataka bearing Registration Number [REDACTED] dated: 25/10/2022, (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his legal representatives, heirs and successors);

The Land Owner-1, Land Owner-2 and Land Owner-3 shall be collectively referred as "**Land Owners**".

The Developer, Land Owners shall individually be referred to as "Party" and collectively as the "**Parties**".

WHEREAS,

- i) The Land Owners have the absolute & joint ownership and a clear and marketable title on All That Property known as 'BAMONGALY' alias 'BATULEM' situated at Saipem, Candolim, Bardez, Goa, bearing survey no. 92/1 and 92/17, admeasuring 22,000 sq. mtrs, within the limits of the Village Panchayat of Candolim, Bardez Goa, registered under Description No. 22304

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& 22305 in the Land Registration Office of Bardez, at Mapusa ("SAID PROPERTY") more specifically detailed in **Schedule - I** hereto, free and clear from encumbrance, and the Land Owners are recorded as owners of the Said Property in all government records including the Record of Rights.

- ii) The Land Owners have granted absolute, unencumbered, exclusive and irrevocable development rights to VEERA APARTMENTS PVT. LTD. in respect of the Said Property admeasuring 22,000 sq. mts. for development by VEERA APARTMENTS PVT. LTD ("RELEVANT PLOT") under a LETTER OF INTENT TO DEVELOP PROPERTY dated JANUARY 09, 2018.
- iii) The Land Owners have obtained Technical Clearance Order dated 25/03/2022 bearing No. [REDACTED] from North Goa Planning and Development Authority (NGPDA), Panaji - Goa and also Construction Licence dated 16/05/2022 bearing No. [REDACTED] issued by the Office of the Village Panchayat, Candolim, Bardez - Goa for construction of Residential Villas in the Said Property.
- iv) According to the Sanctioned Plan, the total net floor area is 11,739.93 sq. mtrs. (approx.), and total built up area is 19,956.72 sq. mtrs. (approx.).
- v) It is agreed that the Landowner or the Purchasers or the Occupiers shall have right of way and access to rear from main 8 meters road for Landowners rear side plot, which is more specifically delineated in green in the plan annexed hereto as **Annexure A-1.**
- vi) The Land Owners have granted in favour of the Developer, the development rights together with all incidental and other rights with respect to the Relevant Plot for construction of a Residential Project named as "VEERA EMINENCE" comprising of 41 Residential Villas ("RESIDENTIAL PROJECT") on such



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Relevant Plot pursuant to this Agreement. The total net floor area is 11,739.93 sq. mtrs. (approx.), and total built up area is 19,956.72 sq. mtrs. (approx.) as per the Sanctioned Plan.

- vii) Relying on the representations, warranties and covenants provided by the Land Owners, the Developer has agreed to develop the Relevant Plot in accordance with the terms and conditions of the Agreement.
- viii) The Parties will execute a General/Specific Power of Attorney in favour of the nominee/authorized signatory/director of the Developer i.e., M/s Veera Apartments Pvt. Ltd., (the "GPA") authorizing the said attorney to manage, undertake and co-ordinate, inter-alia, the construction, implementation, development, sanctions, approvals etc., to develop the Relevant Plot on behalf of the Land Owners and also to sell/ transfer and to execute and get registered all documents pertaining to the Developer's share.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

# 1. DEFINITIONS, INTERPRETATION AND PURPOSE

1.1. **Definitions.** Unless the contrary intention appears, the below mentioned terms shall have the meaning ascribed herein below:

- (a) **"Affiliate"** shall with respect to any Person mean, any other Person who directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control of such person. If a person is an individual, then the a relative of the said person shall also be his affiliate;
- (b) **"Agreement"** shall mean this joint development agreement and all its Schedules and Annexures attached

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hereto or incorporated herein by reference, as may be amended or supplemented by the Parties in writing from time to time;

- (c) **"ALLOTTEE" or "Purchasers"** shall mean and refer to the customers, purchasers to whom the villas/saleable area in the Residential Project are allotted, sold, transferred or leased against consideration;
- (d) **"Applicable Law"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, including the 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 in India, whether in effect on the date of this Agreement or thereafter;
- (e) **"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 Airports Authority of India, concerned Pollution Control Board, Ministry of Environment & Forest, concerned Fire departments, Mining, Forest, Indian Green Building Council, irrigation, Public Works Department, Indian Railways, Municipal Corporation, National Highways Authority of India, Ground water clearance, Goa RERA, Urban Development local bodies, building plan sanction/approval, occupation certificate, completion certificate approvals, Town and Country Planning, occupation certificate, completion certificate etc., required from any Governmental Authority or from any other person, as the case may be, for the acquisition,



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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 pursuant to sanction of layout plans, building sanctioned plans, environment, 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 villas in the Residential Project;

- (f) **"DTCP"** shall mean the Director, Town and Country Planning, Goa;
- (g) **"Effective Date"** shall mean the date of execution of this Agreement;
- (h) **"Encumbrance"** shall mean any disputes, litigation, threatened litigation, easement rights, any kind of attachment (including that 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, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, agreement to sell, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, default or notice / claim by any Government Authority, default or claim / notice of any default of terms / conditions / provisions of the Approvals, whatsoever, including restriction on use, voting rights, transfer,



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receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

- (i) **"Force Majeure"** shall mean and includes an event as preventing the Developer from performing any or all of its obligations under this Agreement, which arises from or is attributable to any of the below events:

- (i) act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
- (ii) explosions or accidents, air crashes, act of terrorism;
- (iii) strikes or lock outs, industrial disputes;
- (iv) non-availability of cement, steel or other raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (v) war and hostilities of war, riots, bandh, lockdown, act of terrorism or civil commotion;
- (vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in this Agreement;
- (vii) any legislation, order or rule or regulation made or issued by the Government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Residential Project;
- (viii) any claim, challenge or objection to the Residential



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Project or on the rights of the Land Owners and/ or the Residential Project;

- (ix) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Relevant Plot which renders liable or endangers the health and safety of either Party or the general public; or
- (x) any change in Applicable Laws adversely affecting the development of the Residential Project; or
- (xi) Any occurrence of an event which is not in control of the Developer.

(j) **"Government Authority"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority/ Goa RERA having jurisdiction over any matter pertaining to the construction, development and sale of the Relevant Plot, Residential Project;

(k) **"Development Rights"** shall include the below rights, power, entitlement, authority, sanction and permission to be undertaken or exercised by the Developer for the development of the Residential Project without further consent required from the Land Owners:

(i) enter upon and take sole possession and control of the Relevant Plot and every part thereof for the purpose of developing the Residential Project;

(ii) plan, conceptualize, design and execute the

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Residential Project including the landscaping, planning, architecture, construction, detailing, master planning, zoning, lay out, etc.;

- (iii) calculate the Saleable Area;
- (iv) exercise full, free and exclusive marketing, allotment, transfer, or sale rights in respect of the Developers share in terms of the Agreement including the built-up villas in the Residential Project, by way of sale, allotment, or any other recognized manner of transfer, have the sole authority to determine and control pricing of the Developers share of villas/saleable area to be developed in the Residential Project;
- (v) enter into agreements, conveyance deeds and other relevant documents with Purchasers, on such terms and conditions as it deems fit and to receive the full and complete proceeds as per the terms herein; and give receipts and upon execution of the definitive documents in favour of Purchasers in respect of the Developers share in the Residential Project;
- (vi) hand over ownership, possession, use or occupation of the villas/saleable area and wherever required proportionate undivided interest in the land underneath i.e. the Residential Project;
- (vii) carry out the construction/ development of the Residential Project and remain in sole possession and peaceful enjoyment of the Residential Project or any part thereof until the completion of development of the Residential Project;
- (viii) do all such acts, deeds and things that may be required for the development of the Residential Project and for compliance in terms in this Agreement;
- (ix) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour,

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workmen, personnel (skilled and unskilled), brokers or other persons to carry out the development work and to pay the wages, remuneration, brokerage and salary of such persons;

- (x) right to enter upon the Residential Project directly or through its associates, agents, architects, consultants, representatives and, or, contractors, to do all such acts and deeds required and/or necessary for exercising the development rights and for the implementation and development of the Residential Project in accordance with the terms of this Agreement;
- (xi) make payment and/ or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Residential Project paid by the Developer, in the manner the Developer may deem fit;
- (xii) make, modify and withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work, including leveling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on the Relevant Plot and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;
- (xiii) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in



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- relation to the Residential Project and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Relevant Plot;
- (xiv) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
  - (xv) manage or maintain the Residential Project and the property and facilities, common areas, if any, constructed upon the Residential Project and/ or to transfer/ assign right to maintenance to any third party and to retain all benefits, considerations etc., accruing from such maintenance of the Residential Project;
  - (xvi) operate, manage, administer and maintain the Residential Project and common areas, if any, handover/ transfer of the common areas to the residential welfare association of Purchasers formulated under the Goa RERA or the maintenance agency of the Residential Project, as the case may, as per then Applicable Laws;
  - (xvii) launch the Residential Project and issue advertisements in such mode as may be deemed fit by the Developer and announce the development of the Residential Project in the name of the Developer and invite prospective purchasers, lessees, licensees etc., for allotment and sale of the villas/saleable area in the Residential Project;
  - (xviii) execute all necessary, legal and statutory writings, agreements and documentations and do any and all other acts, deeds and things that may be required for the exercise of the Development Rights and Marketing Rights in connection with the Residential Project;
  - (xix) set up, install and make provision for the various facilities or services at the Residential Project; and
  - (xx) demarcate the common areas and facilities, and the



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limited common areas and facilities in the Residential Project, if any, as per the lay out plan and Applicable Laws and to file and register all requisite deeds and documents, as the case may be, including the deed of declaration;

- (l) **"Goa RERA"** shall mean the Goa Real Estate (Regulation and Development) Rules, 2017 and notifications, regulations promulgated thereunder, as may be notified by the Government of Goa;
- (m) **"Retained Units"** shall mean the 5 Villas to be retained by the Developer and Land Owners out of the total 41 Villas to be constructed, details of which are provided as under :

**Land Owner 1** - Villa No 37;

**Land Owner 2** - Villa No 40;

**Land Owner 3** - Villa No 39;

**Developer** - Villa No's 38 & 41;

That the Developers and Land Owners have designated and retained the aforesaid Villas, which shall not be booked or sold prior to obtaining the occupation certificate;

- (n) **"Launch"** shall means the event when the villas/saleable area in the Residential Project to be developed on the Relevant Plot are offered for sale to the prospective Allottees and the Developer start accepting money against allotment of their share in the proposed villas/saleable area in the Residential Project, in accordance with the applicable law after procuring of all approvals including registration of the Residential Project under the RERA;
- (o) **"Losses"** means damages, fines, charges, losses,

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liabilities, interests, awards, penalties, costs and expenses, claims, third party claims including, reasonable attorneys' fees, court costs, and other reasonable costs of enforcement of rights including by way of suit, arbitration, judicial / alternate dispute resolution or other similar proceedings;

- (p) **"Marketing Rights"** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale of its villas/saleable area, (b) fixation of price and payment plan, and (c) the allotment, sale, transfer or any other method of disposal or transfer and the execution and registration of all agreements and other deeds, documents and writings relating thereto, in respect of Developers share in the Residential Project;
- (q) **"RERA"** shall mean Real Estate (Regulation and Development) Act, 2016;
- (r) **"Saleable Area"** shall mean and refer to such portions of the Residential Project and all construction or development in the Residential Project including the residential area and other amenities, if any, etc., that are available for sale to prospective Allottees as per the Applicable Laws computed on super built up area basis (i.e. including the proportionate share in the common areas and facilities at the Residential Project such as roads, staircase, common passages, elevators, terrace, landings and other common areas and amenities as applicable to the Residential Project or computed in such other manner as may be deemed fit and appropriate by the Developer; and

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1.2. **Interpretation.** In this Agreement, unless the contrary intention appears:

- any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- any reference to the singular shall include the plural and vice-versa;
- any references to the masculine, the feminine and the neuter shall include each other;
- any reference herein to any clause or schedule or annexure or exhibit is to such clause of or schedule to or annexure to or exhibit to this Agreement. The schedules, exhibit and annexure to this Agreement shall form an integral part of this Agreement;
- references to this Agreement or any other Agreement shall be construed as references to this Agreement or that other Agreement as amended, varied, novated, supplemented or replaced from time to time in terms of the Agreement;
- the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
- any reference to books, files, records or other information

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or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;

- headings to clauses, parts and paragraphs of schedules and are for convenience only and do not affect the interpretation of this Agreement;
- "in writing" includes any communication made by letter or e-mail;
- the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and
- all the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

## 2. OBJECTIVES

- 2.1. The Developer has agreed to enter into this Agreement and carry out its obligations under this Agreement relying upon and believing the statements, representations, assurances and declarations of the Land Owners in this Agreement to be true, correct and accurate, and based on the said representations of the Land Owners that the Land Owners are holding clear and

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marketable title of the Relevant Plot and of the development rights thereof and is legally entitled to transfer rights in the favour of the Developer.

- 2.2. Pursuant to the grant of Development Rights and Marketing Rights by the Land Owners in favour of the Developer in terms of the Agreement, the Parties have agreed as follows:

- 2.3. **The Developer and Land Owners** shall share the Villas/Saleable Area in the following ratio:

**DEVELOPER'S SHARE (55%):**

- 55% in the Residential Project consisting of 36Villas (after deducting 5 retained units from total 41Villas) i.e., 20 Villas namely Villa No's. 1, 2, 3, 6, 7, 10, 11, 13, 15, 17, 18, 19, 21, 23, 25, 29, 30, 31, 33 and 35;

**LAND OWNER'S SHARE (45%):**

- 45% in the Residential Project consisting of 36Villas (after deducting 5 retained units from total 41Villas) i.e., 16 Villas to be shared as below:

**Land Owner 1**-Villa No's. 5, 12, 22, 26 and 34

**Land Owner 2**- Villa No's. 8, 16, 24, 27 and 32

**Land Owner 3**-Villa No's. 9, 14, 20, 28 and 36 and Villa No.4 to be shared **jointly** by the **Land Owners**.

- 2.4. The Residential Project, either before or after completion, shall be identified in the name and style as "**VEERA EMINENCE**".

**3. GRANT OF DEVELOPMENT RIGHTS.**

- 3.1. In accordance with terms of this Agreement, the Land Owners hereby univocally and irrevocably grant Marketing Rights and Development Rights in respect of the Relevant Plot, to the Developer, on an exclusive basis, along with such ancillary and incidental rights as set forth in this Agreement and all other rights as may be necessary or required by the Developer to

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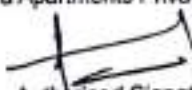


manage, undertake and co-ordinate, inter-alia, the construction, implementation, development. The Residential Project shall be developed and driven by the Developer including but not limited to the quality, cost, design, layout, aesthetics, marketing etc., in accordance with the terms of this Agreement and Applicable Laws. The Developer has entered into this Agreement relying upon the Land Owners' representations, warranties and assurances as set forth in this Agreement.

- 3.2. Pursuant to the grant of Development Rights and Marketing Rights by the Land Owners in favour of the Developer, a **consideration of Rs.30,00,000/- (Rupees Thirty Lakhs Only) as non-refundable deposit**, in addition to the allotment of the Villas/Saleable areas, is agreed to be paid by the Developer to the Landowners.
- 3.3. The Land Owners have represented to the Developer that the Land Owners have obtained all the Approvals and necessary sanctions including the building plans, Conversion Sanad, from the concerned authorities as detailed in **Part A of Schedule II** hereof in relation to the Relevant Plot and/or for commencement of the construction of the said Residential Project, as the case may be, and the same are complete, valid and subsisting in all respects, except for registration under RERA which the Developer had applied and obtained the same.
- 3.4. The said project shall be duly applied and approved for RERA registration.
- 3.5. The Land Owners had already handed over the possession of Relevant Plot to the Developer for the purposes of exercise of Development Rights and Marketing Rights under this Agreement.
- 3.6. Notwithstanding the aforementioned provision, the Land Owners shall, whenever called upon by the Developer, duly sign all applications, declarations, affidavits and any other writing



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by whatever name called, which may be necessary for the purpose of obtaining all approvals, registrations of documents etc.

- 3.7. For the purposes of the development of the Residential Project, the Developer shall have full authority to interface and deal with any concerned Governmental Authority for obtaining the Approval(s) as may be required under the Applicable Law for the Residential Project from time to time.
- 3.8. The Developer shall be at liberty to develop the Relevant Plot either by self or by entrusting the work or any part thereof to any contractor. However, the Developer shall be responsible for due performance of its contractors and appointees. The Developer shall appoint architects, RCC consultant, landscaping consultants and all other professionals of necessary experience and expertise.
- 3.9. In the event that in future (during the course of implementation of the Residential Project or before the execution of the final sale deed(s)), the FAR/FSI is increased or purchase of the same is possible with suitable permission/sanction from the Town & Country Planning Authority or any other concerned Government Authority to construct additional built area on the Relevant Plot ("**Additional FAR**"), the benefit of the said additional built area shall accrue to the Developer and Land Owners in the proportion as is provided herein i.e., in the ratio of 55:45.
- 3.10. However, if such Additional FAR is available or permitted after Launch, then the decision to load the same on the Residential Project shall be subject to mutual understanding, in writing, between the Land Owners and Developer. Such Additional FAR shall be developed, constructed and sold on the same terms and conditions as provided in this Agreement.
- 3.11. The Land Owners further agree and undertake that they shall from time to time execute all such further agreements/

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documents, do all such acts and assist the Developer as may be required by the Developer, in its sole discretion, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder. Further, the Land Owners agree and undertake not to do anything directly or indirectly which may affect, jeopardize or frustrate the objective of this Agreement.

- 3.12. It is agreed by each of the Parties that while the Developer shall apply to concerned Government Authorities for obtaining any further Approval(s)/ or Completion, as set forth in **Part B of Schedule II**, as required for the Residential Project, it shall be an obligation on each of the Parties to comply with and observe all terms and conditions of the Approval(s) that may be imposed by the Governmental Authorities.

#### 4. **SALE AND MARKETING RIGHTS**

Each party has the exclusive power to execute sale deeds, agreement to sale and other documents deemed necessary pertaining to that Party's share of villas/saleable area in the Residential Project.

##### 4.1. **MARKETING**

- Subject to receipt of registration under RERA, the Developer shall have the sole and exclusive right of marketing under any name/trade name/trademark as it may deem fit.
- In furtherance of the above, the Land Owners agree that the Developer shall have complete control over determination of the marketing or marketing plans in the Residential Project. The Developer may as it may deem appropriate shall accordingly prepare a marketing plan taking into account the stage of development of the Project, the schedule of development, market conditions, recommended minimum price of sale or transfer of villas, payment plans and schedules and terms of agreements to

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be entered into with the Allottees.

- This entire Clause 4 shall not apply to the Retained Units.

#### 4.2. **BRANDING**

The Developer shall have the sole and exclusive right to brand the Residential Project. The developments thereon including naming various Villas to be developed in the Residential Project shall be determined by the Developer. The Residential Project shall be marketed through utilization of the brand of the Developer, on all promotional material, print media, tele-media, events, advertisement, etc. The Land Owners further agrees that the Developer shall have the right to issue any press release or make any public statement or other communication about the Residential Project and/or the development.

#### 5. **OBLIGATION OF THE LAND OWNERS**

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

##### 5.1. **TITLE**

- The Land Owners shall at all times during the tenure of this Agreement and thereafter for the benefit of the Purchasers, maintain the Land Owners' title to the Relevant Plot unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.
- The Land Owners have simultaneously with the execution of this Agreement, deposited the original deeds and documents of title of the Relevant Plot with the Developer.

#### 6. **OBLIGATIONS OF THE DEVELOPER**

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*[Signature]*



The Developer shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at its own cost (unless expressly specified otherwise):

- 6.1. The Developer shall be responsible for construction, procurement, of the Residential Project as per the terms/conditions agreed herein and in compliance with all Applicable Laws.
- 6.2. Developer shall be responsible for obtaining at their cost, any further Approvals /or completion in terms of Part B of Schedule II, that are necessary or may become necessary for the completion of the Residential Project.
- 6.3. The Developer shall be responsible for completion of the Residential Project and procurement of Occupancy Certificate within the timelines agreed herein and as provided under RERA application.

## 7. APPROVALS

- 7.1. The Land Owners covenant that all Approvals which have been obtained by the Land Owners in terms of Part A of Schedule II have been lawfully obtained as per the rules and regulations of the relevant concerned Government Authority and warrant that all Approvals been obtained by the Land Owners are valid and subsisting and are sufficient to be acted upon by the Developer to commence and complete the construction and development of the Residential Project in pursuance to this Agreement.
- 7.2. It is agreed that the Developer at their cost shall be responsible for lawfully obtaining any further Approvals or sanctions including those listed in Schedule II Part B that are necessary for the construction and completion of the Residential Project.
- 7.3. Payment of any refundable and non-refundable deposits payable to any Government Authority for the purpose of obtaining any

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further Approval in terms of Part B of Schedule II, to complete the construction and development of the Residential Project, to obtain Occupancy Certificate, shall be borne by the Developer.

- 7.4. The Land Owners shall fully co-operate with the Developer, at the cost of the Developer, in discharge of the obligations of the Developer to develop the Residential Project as provided herein and on terms and conditions appearing herein.

- The Land Owners hereby agrees to grant the undivided rights to the Developer Share in favour of the Developer or its nominees or prospective Purchasers after receipt of the Occupation Certificate in respect of the Residential Project. Provided that all costs and expenses towards the Agreement of Sale as well as the Deed of Sale towards its share, shall be borne and paid by the Developer or its nominees or prospective Purchasers.

## 8. COMPLETION OF PROJECT

- 8.1. It is agreed by the parties hereto that time is the essence of the present agreement.

- 8.2. The Developer shall do all that is necessary to complete the development of Residential Project and obtain Occupation Certificate with necessary electrical, water and sewage connection, within 48 months from the Effective Date subject to a further extension of 12 months as grace period.

- 8.3. The Developer hereby agrees and undertakes that the Residential Project shall be completed in terms of this Agreement once the Occupation Certificate has been obtained.

- 8.4. In respect of the handover/delivery of possession of the Residential Project by the Developer:

- The same shall be considered complete only after the

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Developer has obtained an Occupancy Certificate from the concerned Government Authority.

- However, in the event the Residential Project is otherwise complete in all respects as per this Agreement but the Developer is unable to obtain the occupancy certificate due to no fault whatsoever attributable to Developer or on account of unjust, unreasonable or illegal denial, neglect or failure to grant, the occupancy certificate by the concerned Government Authority, the Developer shall be entitled to call upon the Land Owners to mutually decide the further course of action.
- Once the Residential Project is ready in all respects to be handed over, the Developer shall inform the Land Owners in writing, unless the Land Owners waive this requirement in writing, by sending a notice (the "Possession Notice") as per this Agreement upon the Land Owners to take possession of their unsold share in the Residential Project within 30 days of receipt of such notice.
- In the event, the Land Owners refuse, fail or neglect to take delivery of possession of any or all of the villas/saleable area within 30 days from the date of receipt of the Possession Notice, without justifiable and reasonable cause, the Developer shall be deemed to have fulfilled his obligation under this Agreement and in law in respect of handing over the share of Land Owner's on the expiry of the 30 days from the date of receipt of the Possession Notice.

## 9. TAXES

- 9.1. All rates, taxes, charges, assessments, duties, land revenue and other outgoings in respect of the Relevant Plot up to the date of handing over the possession to the Developer have been paid by

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the Land Owners.

- 9.2. Further the Land Owners represent and warrant that they will be responsible and liable for the payment of all arrears or outstanding rates, taxes, charges, assessments, duties, arrears and outgoings in respect of the Relevant Plot for the period prior to the date of handing over the possession to the Developer. All rates, taxes, charges, assessments, duties, land revenue and other outgoings relating to the area occupied by the developmental property after said period shall be borne by the Developer.
- 9.3. The Developer will be liable to discharge the Goods and Services Tax ("GST") liability in respect of transfer of development rights by the Land Owners in favour of Developer with respect to the share which remain unsold at the time of completion.
- 9.4. The Developer will be liable to discharge the GST liability in respect of the construction services provided to the Land Owners in respect of construction of their share. The tax amount so paid shall be reimbursed by the Land Owners to Developer on actuals.
- 9.5. For the avoidance of doubt, even in respect of Landowners share, villas that remain unsold at the time of completion, the Developer will charge GST at the applicable rate from the Land Owners and such tax amounts shall be reimbursed by the Land Owners on actual.

#### 10. FORMATION OF ENTITY/MAINTENANCE AGENCY

- 10.1. The Developer shall manage the Residential Project and the day-to-day affairs and shall be in full control and charge of the Residential Project and will use its technical know-how, experience and expertise to manage and maintain the same until an entity or registered welfare association of Allottees is formed for the maintenance of the Residential Project.

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*[Signature]*



- 10.2. The Developer shall in its discretion appoint a maintenance agency or form a co-operative maintenance society for maintaining the Residential Project.
- 10.3. The Land Owners and/or its nominees shall execute a maintenance agreement drawn and finalized by the Developer.
- 10.4. The Land Owners and/or its transferees shall diligently make all the payments as and when demanded by the Developer and/or its maintenance agency.
- 10.5. When a decision in this matter is taken, the respective Parties shall sign all form(s), application(s), deed(s), and other document(s) as may be required for the formation of the entity.

## 11. REPRESENTATIONS AND WARRANTIES

- 11.1. That the Land Owners, jointly and severally, represents and warrants to the Developer as follows:
- The Land Owners are the absolute owner of the Relevant Plot and that the title of the Land Owners to the Relevant Plot is good, clear, marketable, valid and subsisting and that no one else has any right, title, claim or share therein and that the Land Owners have not entered into any agreement for sale, transfer or development of the Relevant Plot with anyone else and nor is the Relevant Plot subject matter of any will or gift, memorandum of understanding (oral or written) or any other writing by whatever name called, creating any third party right in favour of any third party.
  - There is no impediment to enter into this Agreement under any law or contract nor is the Relevant Plot a land in which there is any statutory prohibition on sale/development/ conveyance and the Relevant Plot is not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind.

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- The Relevant Plot is free and clear of any encumbrances and has not been mortgaged or offered as a collateral for securing any loan or for obtaining any advance whatsoever from any individual, bank or financial institution and it is not subject to any statutory or any other charge for payment of income tax, gift tax.
- There is no statutory bar or prohibition to acquire/hold the Relevant Plot including and not limited to any provisions under the Goa Town & Country Planning Act, Goa Land Revenue Act or any other provision of law applicable to the Relevant Plot.
- The Land Owners are in actual physical and vacant possession of the Relevant Plot and that the Land Owners have not parted with the possession in any manner including and not limited to by any agreement of tenancy or lease.
- The Land Owners have not ceded any right of way or any other restriction or easement by whatever name called on the Relevant Plot.
- The Land Owners have paid all the property taxes and all other levies by whatever name called.
- The Land Owners have not entered into any agreement, arrangement, understanding, document, instrument concerning the Relevant Plot, nor have agreed to sell or otherwise transfer their rights, share or interest in the Relevant Plot in any manner whatsoever, to any person other than the Developer.
- The Relevant Plot or any part thereof is not a subject matter of any pending litigation.
- The Relevant Plot or any part thereof is not a subject matter of acquisition under the Land Acquisition Act



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*[Handwritten signature]*

1984, Requisition Act, Defence of India Act or C.A.D.A area.

- All the Approvals, necessary sanctions including the building plans, conversion Sanad, obtained by the Land Owners in relation to the Relevant Plot and/or for commencement of the construction of the said Residential Project, are valid and subsisting and the terms and conditions mentioned therein are duly complied with.
- No easements or right of way run through or over the Relevant Plot.
- No order of any Government Authority prohibits or impedes the beneficial use of the Relevant Plot for construction or any other activity.
- The Relevant Plot is fit for development and there is no disability or restriction on development of the Relevant Plot or construction thereon.
- The Land Owners have paid all the Tax liability/ statutory charges on the relevant plot for the period prior to the handing over of possession to the Developers.

## 12. TERMINATION

- 12.1. This Agreement shall remain in force for so long until it is not terminated in accordance with the terms hereof.

### 12.2. TERMINATION BY THE DEVELOPER

Notwithstanding any other right and remedy available under the Applicable Laws including specific performance of all covenants and obligations of the Land Owners, the Developer shall be entitled to terminate this Agreement, by giving the Land Owners, 1 (one) month notice in writing, on occurrence of any one or more of the events below and upon such termination the Parties shall mutually agree the surviving rights and obligations

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For Primavera Real Estate Developers Goa

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of both Parties;

- the Land Owners fail to comply with or breach any of their obligations, representations and/or warranties as provided under the Clause 11 and the same is not remedied completely by the Land Owners to the satisfaction of the Developer within a period of 30 (thirty) days;

### 13. INDEMNITY

Without prejudice to the rights of the Developer under any other provision of this Agreement or any other remedy available to the Developer under law or equity, the Land Owners shall jointly and severally indemnify, keep indemnified, defend and hold harmless the Developer, affiliates, officers, employees and agents ("**Indemnified Party**"), forthwith upon demand and from time to time against any and all Losses, suffered or incurred by the Indemnified Party as a result of, arising from or in relation to the obligations, representations and/or warranties as provided under the Clause 11.

### 14. SPECIFIC PERFORMANCE

The Parties agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be specifically enforced against the defaulting Party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected Party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected Party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent Court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected Party shall



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be entitled to such injunctive relief, specific performance or other equitable relief without the necessity of proving actual damages. The affected Party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting Party.

## 15. CONFIDENTIALITY

This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement shall be confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence and shall not use or disclose to any third party and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- 15.1. is disclosed with the prior written consent of the Party who supplied the information;
- 15.2. is lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;

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- 15.3. is required to be disclosed by a Party or its Affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government Authority by such Party or its Affiliate;
- 15.4. any third party can ascertain independently on account of this Agreement or the GPA being registered with the sub registrar of assurances or being filed with any Government Authority;
- 15.5. is disclosed by the Developer to its shareholders, investors, Affiliates, consultants, advisors, bankers etc.;
- 15.6. is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- 15.7. is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

## 16. FORCE MAJEURE

If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall have no liability in respect of the performance of such of its obligations as are prevented by the events of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall not be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure Event. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is



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prevented by Force Majeure Event and the time limits laid down in this Agreement for the performance of such obligations shall be deemed to be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

## 17. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

17.1. This Agreement shall be binding upon the Parties and be governed by and construed in accordance with the laws of India and subject to Clause 17.2, the courts in Goa shall have exclusive jurisdiction in respect of all matters connected to or arising out of this Agreement.

### 17.2. ARBITRATION

- In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between managers or representatives of the disputing Parties.
- If the dispute is not resolved through such discussions within 30 (thirty) days after one disputing party has served a written notice to the other party requesting them to commence discussions, then such dispute shall be finally settled through arbitration under the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof for the time being in force, by a sole arbitrator mutually appointed by the Developer and the Land Owners.
- The seat and venue of arbitration shall be at Goa and the language of the arbitration proceedings shall be English.

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For Priyavara Real Estate Developers Goa

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Each Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.

- The Developer and the Land Owners shall be responsible to equally bear the costs and expenses in relation to any such arbitration proceeding. During the pendency of dispute, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- Any decision of the sole arbitrator shall be final and binding on the Parties.

## 18. MISCELLANEOUS

### AMENDMENT

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties.

### SEVERABILITY

If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, it shall not affect the validity or enforceability of any of the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

#### 18.1. WAIVERS AND CUMULATIVE RIGHTS AND REMEDIES

No failure or delay by the Parties in exercising any right or remedy provided by Applicable Laws under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise

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For Primavera Real Estate Developers Goa

Partner

*[Handwritten signature]*

at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the Applicable Laws.

#### 18.2. **SURVIVAL**

The Parties agree and acknowledge that the rights and obligations of the Parties, which, by their nature would continue beyond the expiry or termination of this Agreement shall survive the term of this Agreement.

#### 18.3. **ASSIGNMENT**


Unless otherwise provided in this Agreement, neither Party may assign any or all its rights under this Agreement without a prior written consent from the other Parties except for the Developer who shall be entitled to assign its rights under this Agreement to any of its Affiliates or group companies.

#### 18.4. **FURTHER ACTS**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be affected, each Party will use all reasonable endeavors to obtain such approvals.

#### **ACKNOWLEDGEMENT**

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this

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Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

18.5. **AUTHORIZATION**

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.

18.6. **COST, EXPENSES AND TAX LIABILITIES**

Each Party shall bear its own costs and expenses (including legal costs) incurred in negotiating and execution of this Agreement. The Parties shall be responsible to bear their respective liabilities for income tax, as may be applicable and levied on their shares and entitlements under this Agreement.

18.7. **STAMP DUTY AND REGISTRATION**

The stamp duty and registration fee cost for registration of this agreement and power of attorney shall be proportionately borne and paid by the Developer and Land Owner on their respective shares.

18.8. **ENTIRE AGREEMENT**

This Agreement including the Annexures shall form the entire understanding entered between the Parties hereto as to the subject matter hereof. The Parties agree that this Agreement supersedes all prior agreements, contracts, letter of intent, arrangements or any other documents signed and entered between the Parties.

18.9. **RELATIONSHIP**

The relationship between the Parties hereto is that of principal

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For Primavera Real Estate Developers Goa

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to principal basis and does not create any partnership between the Parties. The Parties are independent contracting parties and neither party hereto is in any way the legal representative or agent or consumer of the other party for any purpose whatsoever and has any right or authority to assume or create, in writing or otherwise, any obligation of any kind or nature, expressed or implied, in the name of or on behalf of the other Party.

### COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, shall constitute one and the same instrument.

### 18.10. NOTICES

Any notice hereunder, to be effective, shall be in writing, and shall be delivered to a Party by (i) hand delivery duly acknowledged; or (ii) sent by registered post with acknowledgment due or internationally accepted courier; or (iii) by email, at the respective addresses or email address, as the case may be, set out herein below or at such other address or email address, as the case may be, as may be subsequently intimated by one Party to the other Party in writing as set out herein. If the notice is sent by email, the said notice shall also be sent by registered post acknowledgment due.

a) In the case of notices to Land Owners:

- i. **Primavera Real Estate Developers,**  
A partnership firm having its office at  
Casa Azure Goa, H.No.1/271/E/FF  
- 10, Gaura Vaddo, Calangute, Goa.  
Email: primaveragoa.29@gmail.com
- ii. **Mr. Michael Fernandes,** resident of  
H. No.1707, Saipem, Candolim, Goa.  
Email: michael1309@gmail.com

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For Primavera Real Estate Developers Goa

Partner

*[Handwritten signature]*

iii. **MR. WASI AYAZ**

R/o. 84, 3<sup>rd</sup> Main, Defence Colony,  
Indiranagar, Bangalore 560038  
Email: jawadayaz@gmail.com

## b) In the case of notices to Developer:

**Veera Apartments Private Limited**

B-3/58, Safdarjung Enclave,  
New Delhi-110029  
Email: veeragroup@gmail.com


## c) Any notice so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered:

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 5th day following the day on which the notice is sent by registered mail; or
- (iii) on the 3rd day following the day on which the notice has been delivered to a courier service; or
- (iv) After 24 hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

## d) Each Party agrees to provide the other Party at least ten (10) days prior written notice for any modification or change of its address, with the understanding that if such notice is not provided, all the notices sent to the prior given address, shall be deemed received by the Party that has changed its address without giving such required notice.

**19.** For the purpose of the Stamp duty the present Document is valued at Rs. 12, 00, 00,000/- (Rupees Twelve Crores Only).

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For Primavera Real Estate Developers Goa

  
 Partner







20. That the separate Conveyance Deeds in respect of the Built up Area /Villas will be registered before the Sub Registrar of Bardez.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement the day and year first above written.

#### **SCHEDULE I**

The Said Property is known as 'BAMONGALY' situated at Saipem, Candolim, Bardez, Bearing Survey No. 92/1 and 92/17 admeasuring 22,000/- Sq. Mtrs. within the limits of the Village Panchayat of Candolim, Bardez Goa registered under the Description No. 22305 in the Land Registration Office of Bardez, at Mapusa and bounded as follows:

- On or towards the EAST** : by the rivulet
- On towards the WEST** : by the heirs of Mucunda Sinay Bobo;
- On towards the NORTH** : by the hill of the Comunidade of Pilerne;
- On towards the SOUTH** : by the Paddy filed of Gonexa Vassudeva Sinay Bobo alais Gonexa Sinay Bobo, Sinay Cardoso &Ors.

The said plot shown delineated with red boundary lines in the plan annexed hereto as **ANNEXURE- I**.



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Authorised Signatory

For Primavera Real Estate Developers Goa

Partner

**SCHEDULE II****PART A:****Approvals obtained / to be obtained by Land Owners:**

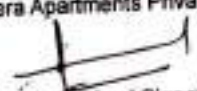
- [•] Technical Clearance Order dated 25/03/2022 bearing No. [REDACTED] from North Goa Planning and Development Authority (NGPDA), Panaji - Goa;
- [•] Health Department NOC;
- [•] Construction Licence dated 16/05/2022 bearing No. [REDACTED] issued by the Office of the Village Panchayat, Candolim, Bardez - Goa;
- [•] Technical Clearance Order from PDA;
- [•] Conversion Sanad from Deputy Collector;
- [•] Establish to Consent from Pollution Control Board;
- [\*] Forest Department License;
- [\*] Any other permissions or license required from NGPDA

**PART B:****Approval(s) to be obtained by the Developer**

- Completion Certificate from Planning & Development Authority / Town Country Planning
- Occupancy Certificate from Panchayat.



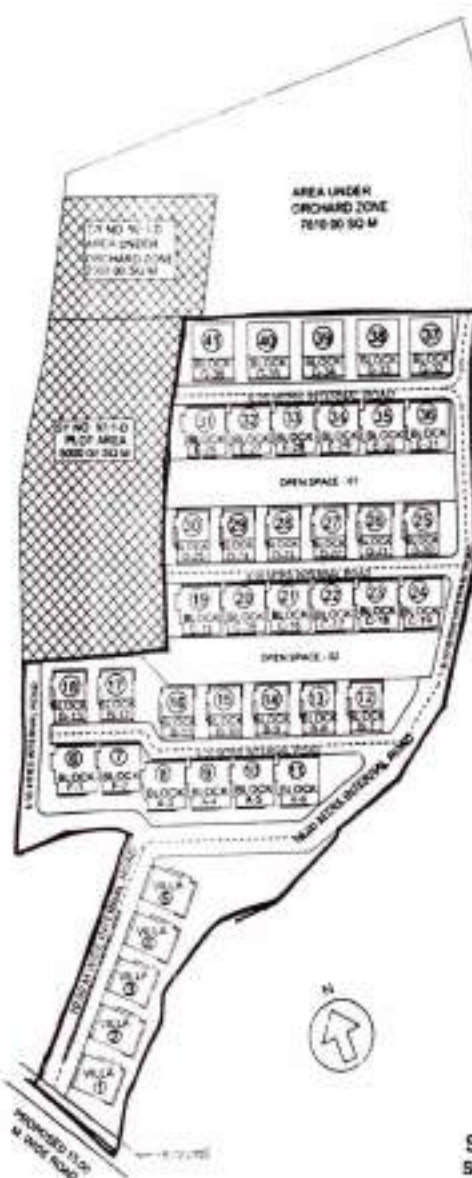
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**ANNEXURE- I**

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For Primavera Real Estate Developers Goa

  
Partner



SIGNED SEALED AND DELIVERED  
BY THE WITHINAMED DEVELOPER

Veera Apartments Private Limited

Authorized Signatory






**VEERA APARTMENTS PVT. LTD.,**

Through its authorized signatory





Mr. Saurabh Jain



**LEFT HAND FINGER PRINTS**

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

**RIGHT HAND FINGER PRINTS**

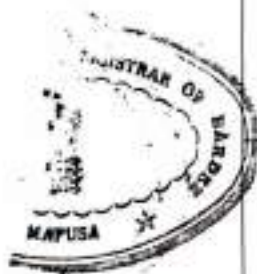
				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

Veera Apartments Private Limited

Authorized Signatory

For Primavera Real Estate Developers Goa

Partner



SIGNED SEALED AND DELIVERED

BY THE WITHNAMED LAND OWNER-1

For Primavera Real Estate Developers Ltd








Partner

**PRIMAVERA REAL ESTATE DEVELOPERS,**






A partnership firm represented herein by its Partner:

(a) Mr. Viraj Bhojraj Suvarna for self and  
Power of Attorney Holder of his Sons/Partners  
Mr. Dhruv Suvarna and Mr. Chirag Suvarna

**LEFT HAND FINGER PRINTS**

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

**RIGHT HAND FINGER PRINTS**

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

Veera Apartments Private Limited

Authorised Signatory

For Primavera Real Estate Developers Goa

Partner








SIGNED SEALED AND DELIVERED  
SIGNED SEALED AND DELIVERED  
BY THE WITHINAMED LAND OWNER-2



**Mr. MICHEAL FERNANDES**

**LEFT HAND FINGER PRINTS**

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

**RIGHT HAND FINGER PRINTS**

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB



Veera Apartments Private Limited

  
Authorised Signatory

For Primavera Real Estate Developers Goa

  
Partner







SIGNED SEALED AND DELIVERED






BY THE WITHINAMED LAND OWNER-3

  
**Mr. WASI AYAZ,**

(Through its POA Holder Mr. JAWAD AYAZ)




LEFT HAND FINGER PRINTS

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

Veera Apartments Private Limited

  
 Authorised Signatory

For Primavera Real Estate Developers Goa

  
 Partner




**IN THE PRESENCE OF:**

1. Adv. Mandar Naik,  
R/o H. No. 07, Dhumace,  
Bicholim Goa.



2. Laxman Sawant,  
R/o H. No. 80,  
Mandrem, Pernem Goa.



Veera Apartments Private Limited



Authorised Signatory

For Primavera Real Estate Developers Goa



Partner







JDA

## Government of Goa

## Document Registration Summary 2

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

Print Date &amp; Time : - 29-Dec-2022 11:49:47 am

Document Serial Number :- [REDACTED]

Presented at 11:35:34 am on 29-Dec-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	3480000
2	Registration Fee	3600000
3	Processing Fee	3120
Total		7083120

Stamp Duty Required :3480000/-

Stamp Duty Paid : 3480000/-









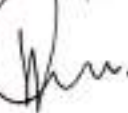









## Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Saurabh Jain Authorised Representative Of Veera Apartments Private Limited , Father Name:Shiv Kumar Jain, Age: 30, Marital Status: , Gender:Male, Occupation: Service, Address1 - E-15, Green Park Extension NEW Delhi, Address2 - , PAN No.: [REDACTED]			

## Executer







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Saurabh Jain Authorised Representative Of Veera Apartments Private Limited , Father Name:Shiv Kumar Jain, Age: 30, Marital Status: , Gender:Male, Occupation: Service, E-15, Green Park Extension NEW Delhi, PAN No.: [REDACTED]			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	<b>Viraj Bhojraj SUvarna Partner Of PRIMAVERA REAL ESTATE DEVELOPERS , Father Name:Uppoor Bhojraj</b> <b>SUvarna, Age: 53,</b> <b>Marital Status: ,Gender:Male,Occupation: Business, .H. No.</b> <b>134-51, Flat No. 121, 2nd Floor, Ranka View Apartment</b> <b>Richmond Road, Near Hosmat Hospital, Rathna Avenue,</b> <b>Bangalore, Karnataka,</b> <b>PAN No. [REDACTED]</b>			
3	<b>Michael Fernandes , Father Name:Alex Joaquim, Age: 50,</b> <b>Marital Status: Married ,Gender:Male,Occupation: Business,</b> <b>H. No. 1707, Saipem, Candolim Goa,</b> <b>PAN No.: [REDACTED]</b>			
4	<b>Viraj Bhojraj SUvarna , Father Name:Uppoor Bhojraj</b> <b>SUvarna, Age: 53,</b> <b>Marital Status: ,Gender:Male,Occupation: Business, .H. No.</b> <b>134-51, Flat No. 121, 2nd Floor, Ranka View Apartment</b> <b>Richmond Road, Near Hosmat Hospital, Rathna Avenue,</b> <b>Bangalore, Karnataka,</b> <b>PAN No. [REDACTED] Power Of Attorney Holder for</b> <b>Chiraj Suvama Partner Of PRIMAVERA REAL ESTATE DEVELOPERS</b>			
5	<b>Viraj Bhojraj SUvarna , Father Name:Uppoor Bhojraj</b> <b>SUvarna, Age: 53,</b> <b>Marital Status: ,Gender:Male,Occupation: Business, .H. No.</b> <b>134-51, Flat No. 121, 2nd Floor, Ranka View Apartment</b> <b>Richmond Road, Near Hosmat Hospital, Rathna Avenue,</b> <b>Bangalore, Karnataka,</b> <b>PAN No. [REDACTED] , as Power Of Attorney Holder for</b> <b>Dhruv Suvama Partner Of PRIMAVERA REAL ESTATE DEVELOPERS</b>			
6	<b>Viraj Bhojraj SUvarna , Father Name:Uppoor Bhojraj</b> <b>SUvarna, Age: 53,</b> <b>Marital Status: ,Gender:Male,Occupation: Business, .H. No.</b> <b>134-51, Flat No. 121, 2nd Floor, Ranka View Apartment</b> <b>Richmond Road, Near Hosmat Hospital, Rathna Avenue,</b> <b>Bangalore, Karnataka,</b> <b>PAN No. [REDACTED] , as Power Of Attorney Holder for</b> <b>Primavera Real Estate Developers Through its POA Holder</b> <b>Mr Viraj Bhojraj Suvama</b>			
7	<b>Jawad Ayaz , Father Name:Mahmood Ayaz, Age: 57,</b> <b>Marital Status: ,Gender:Male,Occupation: Business, 3rd Main</b> <b>Defense Colony, Indira Nagar, Bangalore ,</b> <b>PAN No.: [REDACTED] as Power Of Attorney Holder for</b> <b>Wasi Ayaz</b>			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Laxman Sawant, Age: 45, DOB: , Mobile: 9421154141 Email: , Occupation: Service , Marital status : Married , Address: 403527, H.No. 80 Sawantwada Mandrem Goa, H.No. 80 Sawantwada Mandrem Goa, Mandrem, Pernem, North Goa, Goa			
2	Name: Mandar Naik, Age: 27, DOB: , Mobile: 8411894877 Email: , Occupation: Advocate , Marital status : Unmarried , Address: 403513, H.No. 07 Dhumace Bicholim Goa, H.No. 07 Dhumace Bicholim Goa, Dumacem, Bicholim, North Goa, Goa			

  
Sub Registrar

SUB-REGISTRAR  
BARDEZ

Document Serial Number :- 2022-BRZ-6134



Document Serial No:- [REDACTED]

Book :- 1 Document

Registration Number :- [REDACTED]

Date : 29-Dec-2022

*Deepita*

SUB-REGISTRAR  
BARDEZ

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

Scanned by Deepita Nait (LDC)

*@Date*





# 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:- 29-Dec-2022 12:30:50

Date of Receipt: 29-Dec-2022

Receipt No: [REDACTED]

Serial No. of the Document: [REDACTED]

Nature of Document: **Agreement or its records or Memorandum of Agreement - 5**

Received the following amounts from **Saurabh Jain Authorised Representative Of Veera Apartments Private Limited** for Registration of above Document in Book-1 for the year 2022

Registration Fee	3600000	E-Challan	• Challan Number : 202200944920 • CIN Number : CPACGMXZA7	3600000
Processing Fee	3120	E-Challan	• Challan Number : 202200944920 • CIN Number : CPACGMXZA7	3200
<b>Total Paid</b>	<b>3603200</b> ( Rupees Thirty Six Lakhs Three Thousand Two Hundred only )			

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 :

*Saurabh Jain*

Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **29-Dec-2022**

Signature of the person receiving the Document

Signature of the Sub-Registrar