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DEVELOPMENT GREEMENT

For Tridens Infra LLP

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SHO LUXURY HOMES PVT. LTD.

To

Director

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For Tridens Intra LLP
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For Fridens Infra LLP
Authorised Signatory



this 23rd Day of December, 2022: This Joint Development Agreement is made at Mapusa - Goa on

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BETWEEN

Partnership Rules 2009, registered under no ABA-9407, having TRIDENS INFRA LLP, incorporated under Limited Liability Registered Office at D - 10, Defence Colony, New Delhi -110024, Sachin Verma S/o Sh. Vijay Verma, aged 42 years, having ,through Authorised Representative Mr

Ram Parwanda, 63 yrs of age, married, Business, holding PAN designated partners, MR. DINESH PARWANDA, son of Mr. Salig authorised vide resolution dated 25.10.2022 signed by both the duly

yrs of age, married, Business, holdin AND Delhi High Court, Lodhi Road, New Delhi, Central Delhi- 110003 MR. PANKAJ DABRAL, son of Mr. Kripa Ram Dabral, 51 ,Indian National, resident of 80, Sunder Nagar, Indian

ISTRAR OF

expression shall unless repugnant to the context and meaning National, resident of 403501 is administrators and/or assigns). thereof be deemed to include its legal representatives, executor's hereinafter referred to H. No 206, Devashri as the Gardens, Porvorim "OWNER" which

UD

RIO LUXURY HOMES PRIVATE LIMITED, with its registered Road, Assagao, Goa Assagoa, Goa 403507, holding Aldeia Serenia, Block C, Bounta Vaddo, Mapusa, Anjuna, Main , represented through its Managing Director, MR

For Tridens Infra LLP

Authorised Signatory

For Tridens Infra LLP

Authorised Signatory

TO LUXURY HOMES PVI. LID.

Director

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years of age, Indian National, married, business, having RIYAZ RAMZANALI SOMANI, son of Mr. Ramzan Ali Somani, 41

of.

successors, administrators and assigns). expression shall mean and include its legal representatives Bardez- Goa hereinafter referred to as the 'DEVELOPER' (which Redrock Elegance, Flat No. B1, Near HP Petrol Pump, Assagao,

The DEVELOPER is herein represented by his duly constituted Pednekar, aged 37 years, in Service, holding attorney Mrs. Nisha Deu Gaonkar, Daughter of Late. Nagesh 2022, in the Office of Sub-Registrar Bardez Goa. Vaiguinim, Bicholim Goa as constituted vide Power of Attorney dated 19/10/2022, registered Registration no. BRZ-POA-Register - 72residing at H. No. 54/1, Near Khetoba Temple,

"CHOPDEM" part of the larger property, identified as "CHOPODEM" No.94/1 of the Village Oxel, Bardez WHEREAS there exists all that Property surveyed under Survey admeasuring 22,575 sq. mts being the half share (which now "XAPUR" forms an independent property by itself), situated at Oxel, the "SAID PROPERTY" and better described at SCHEDULE Registration Sub-District of Bardez, Sub-District of Bardez, Siolim, within the limits of Village Panchayat Siolim, Taluka and District North Goa, in the State of Goa, hereinafter referred to as I annexed hereto or "CHAPUR" or "CHAPORA" 10 forming part of the 1/20th commonly known "VISRUN BHAT" 10

STRAR O

AND WHEREAS the SAID PROPERTY being the half share described under no. 27169 originally belonged to Mocunda of the one twentieth share as independent property by itself Porobo Patgaonkar alias Mukund Anant Porob Padgaonkar, as the same stands inscribed in his favour under Inscription No.





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22265 at folio 193 of Book G-28 in the Office of Land Registrar it reveals that the said half share in the SAID PROPERTY was Bardez on 13-4-1929, and from the said certificate of inscription gifted to said Mocunda Ananta Porobo Patgaoncar and his wife Smt. Janqui vide deed of Gift dated 5-10-1926 drawn at folio 70 of Book 176 before the then Notary Public Teodoro Miranda. Porobo Patgaonkar by his parents

AND upon the demise of said Mocunda Porobo Patgaonkar alias were initiated in the Court of Civil Judge Senior Division at Mukund Padgaonkar Inventory Proceedings under No. 68/93 Mapusa, whereby it reveals that the said Mucunda and Radhabai were survived by their 7 children namely (i)-Ramnath married to Laxmibai (ii)- Sushila alias Chandra (iv)- Balkrishna married to Uma , (v)- Madhukar alias Sebastian Dhume, (iiii)- Hirabai alias Durga married to Vinayak Timble Fernandes married to Maria Simplicia Fernandes (vi).- Shrikant Kunda. The said Shrikant alias Shashikant died in the status of bachelor leaving behind a will dated 17-03-1976 drawn at pages Taluka of Ilhas Goa, bequeathing his share in the estate to his sister-in-law Laxmibai wife of his brother Ramnath Padgaonkar (v) onwards of Book 43 in the Office of Ex-Officio Notary of Shashikant (bachelor) and (vii)-Anant Porob Padgaonkar and his married to Laxmikant Gurudas Married to wife

In the said inventory proceedings, the SAID PROPERTY was listed at Item No. 5 and the same was allotted to the following successors namely:

1(E) Prabhaker Naik and daughter of late Ramnath) and her children Smt. Shri. Sarvesh Prabhakar Naik and (b). Lata alias Snehalata Prabhakar Naik (widow of Smt. Usha

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Karapurkar the Owners/Vendors at Sr. no. 1(iii)(a) and (b). Shashikant Karapurkar and her husband Shri. Shashikant

(b) Smt. Sheela Mungre and her husband Shri. Anil Mungre, Chandra and Laxmikant Dhume) and his wife Meera Dhume and Krishnarao Laxmikant Dhume (son of Sushila

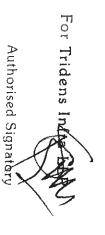
3(i)- Hirabai Vinayak Timble (widow) and her children (a)- Shri. Nitin Vinayak Timble and his wife Seema Timble, Dilip Vinayak Timble and his wife Beena Timble and (b)- Shri.

Redkar, (b)-Smt. Nisha Dinesh Shah and her husband Dinesh children (a)-Smt. Beena Redkar and her husband Shri. 4-(i)- Smt. Uma Balkrishna Parab Padgaonkar (widow) and her (d)- Audhut Balkrishna Padgaonkar, Shah, (c)- Smt. Neeta Mantri and her husband Manguesh Mantri

5.- (a)- Angelo Fernandes Fernandes) and his wife Valeria and (c)- Gracy Fernandes Sebastian Fernandes) and his Fernandes (son of Madhukar wife Smt. Helen Fernandes, (b). - John (son of Madhukar alias Sebastian alias Sebastian

6.-Shri.Gurudas Mukund Parab Padgaonkar and his wife Kunda dated 31-3-2007 passed by the court of Civil Judge alias Smita Padgaonkar and the same is confirmed by Order Division Mapusa in the said Inventory proceedings Senior

Subsequently (1)- Hirabai Vinayak Timble expired survived by her children (a)- Shri. Dilip Vinayak Timble and his wife Beena Timble, the owners/Vendors at Sr. no. 6(i)(a) and (b) and 6(ii)(a) Timble and (b)- Shri. Nitin Vinayak Timble and his wife Seema and (b).





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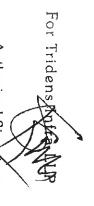
and her wife expired survived by his two children (a)- Shri. Aditya Padgaonkar (2)- Audhut Balkrishna Padgaonkar and his wife Bharti both Owners/Vendors at Sr. no. 3(ii)(a) and (b) and 3(iii)(a) and (b). Padgaonkar married Smt. Rama Chebolu Rama, (iii)(a). - Shri Vikram to Smt. Ieshawary Padgaonkar,

holder Nisha Shah and two childrens namely: - Smt. Rashmi 3.-Shri. Dinesh Shah expired Aneesh Mehta married to Shri. Aneesh Mehta and (b). - Shri. Kumar Dinesh Shah, the Owners/Vendors at Sr. no.3(V) (a), (b) survived by his moiety share

moiety sharer Smt. Helen Fernandes and his two childrens (i)-4.- The said (a) Angelo Fernandes died survived by his widow and owners/Vendors at Sr. no.4(i)(a), (b), and (c) Manuel Fernandes, (ii). -Shri. Samuel Fernandes,

(b). - John Sebastian Fernandes and his wife Valery and (c)-Gracy Fernandes, owners / Vendors at Sr. no. 4(ii)(a) and (b) and

5.-The daughter namely (a). - Smt. Alpana alias Manasi Mangesh survived by heir widower and moiety sharer Shri. Gurudas Mukund drawn at pages 2 to 8 of the Notarial Deeds Book No. 75 before same is confirmed by Deed of Succession dated 20-04-2022, the Owners/Vendors at Sr. no. 2(i) and 2(ii) (a) and (b) and the Padiyar Desai married to Shri. Mangesh Keshav Padiyar Desai, Special Notary Ex Officio at Canacona, Goa. Premanand K. Desai, Civil Registrar cum Sub Registrar and said Parab Smt. Padgaonkar and her following so I heir her Kunda alias Smita Gurudas Padgaonkar







no. BRZ-1-3541-2022 dated 12-08-2022, in the office of Civil property by virtue of Registered Sale Deed bearing document AND WHEREAS Tridens Infra LLP has purchased the above Sub-registrar cum sub-registrar, Bardez, Goa.

AND WHEREAS, the OWNER desires to develop one part of the Survey Plan in Annexure – I, and the DEVELOPER has offered referred to as "SAID PART OF THE PROPERTY" as per enclosed "SAID PROPERTY" measuring 15,500 Sq. Meters, hereinafter Parties therefore propose to enter into this Joint Development PROPERTY" Agreement develop the "SAID PART OF THE for development of the "SAID PROPERTY", and the PART OF THE

OWNER has the right, title and interest to the SAID PROPERTY AND WHEREAS the DEVELOPER has verified the title of as well as the right to enter into the present Joint Development OWNER Agreement to the SAID PROPERTY and is satisfied that

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS UNDER

- -The DEVELOPER shall develop the "SAID PART OF THE under the name and style "A CAPELLA Villa Project" comprising of twenty-two (22) villas and common amenities PROPERTY", by setting up there on a BUILDING PROJECT
- 2 That the DEVELOPER shall pay a sum of Rs. 3,50,00,000/-(Rupees Three Crore Fifty Lakh only) as refundable interest free deposit to the OWNER immediately on signing of this Joint Development Agreement

or Tridens Intra-LAP)
Authorised Signatory

For Triders defra LLP
Authorised Signatory

Director

Ω That for the purpose of Stamp Duty the present Agreement is executed on stamp paper of the value of Rs. 13,00,000,00/of Rs. 37,70,000/- (Rupees (Rupees Thirteen Crores Only), and hence the stamp duty Lakhs only) is affixed hereto, which is equally borne by the Registration Thirty-Seven lakhs Owner and the Developer. amount seventy of Rs. 39,00,000/- (Thirty-Nine Thousand only) and the

- 4. Project" in all respects shall be borne by the DEVELOPER construction and development of the "A CAPELLA VIlla All costs, expenses, charges, taxes, liabilities etc. towards
- Ω That complete the construction work of the "A CAPELLA Villa Development DEVELOPER conditions, clarified that the presence of the DEVELOPER in the SAID essence and spirit remain with the OWNER. possession of the SAID PART OF THE PROPERTY shall in Project". Transfer of Property Act, 1882. PART OF THE PROPERTY shall not in any way amount to transfer of the OWNER in accordance During herein Agreement to commence, today possession within the meaning of the the on construction period, the physical recorded, the signing has with the permitted carry out of this Further it is terms Joint and and
- 9 This Joint Development Agreement Joint Development Agreement does not in any manner substance for all legal purposes and intent. The present character PROPERTY" in favour of the DEVELOPER. At all times the any as S ownership a development agreement, in of the "SAID shall PART form retain OF

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For Tridens Infra LLP

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relationship between the parties will be that of landlord and DEVELOPER.

- .7 privileges for development in favour of any person or entity, The DEVELOPER shall not be entitled to nominate or assign this Joint Development Agreement being entirely personal to the DEVELOPER.
- œ The approvals, conversion sanads, NOC's, certificates, etc., for responsible upon the "SAID PART OF THE PROPERTY" and the OWNER carrying out development of "A CAPELLA Villa Project" shall render all necessary co-operation in obtaining such all expenses in relation to obtaining the same. It is clarified name of the OWNER. licenses, approvals, etc., shall have to be obtained in the permissions, that, the expenses for obtaining Sanad conversion fees, with respect to the SAID PROPERTY, shall be borne by the OWNER DEVELOPER for licenses, approvals, etc. obtaining shall assume However, the DEVELOPER shall bear <u>all</u> permissions, responsibility Such permissions, and payment of licenses, and be
- The DEVELOPER shall have the permission to engage the services of architects, contractors, other professionals, and purpose of carrying out development in or upon the "SAID contractor(s) shall be of the DEVELOPER. payments appoint OF. towards THE any sub-contractor(s), PROPERTY". raw materials, However, suppliers, labourers, agents all liability etc. for the of

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- 10. The share of OWNER and DEVELOPER in the "A CAPELLA Villa Project". will be as under:
- DEVELOPER shall be entitled for 13 Villas out of 22 Villas in the "A CAPELLA VIlla Project", as provided

For Tridens Man N. A. Authorised Signatory

For Tridera LLP
Authorised Signatory

Nara LLP AND LUXURY HOMES PVT. LTD.

As
Signatory Director

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CAPELLA Villa Project" shall hereinafter be referred for in SCHEDULE II (DEVELOPER's share in the "A to "DEVELOPER Villas").

Ξ: "OWNER Villas"). SCHEDULE II (OWNER's share in the "A CAPELLA in the "A CAPELLA Villa Project", as provided for in OWNER shall be entitled for 9 Villas out of 22 Villas Project" shall hereinafter be referred

in the ratio of 60:40 (wherein 60% is for DEVELOPER and event of any increase in the units / area of the SAID PART DEVELOPER shall be entitled to share the additional villas It is hereby specifically agreed by the Parties that in the Addendum to this agreement. 40% for the OWNER) and the same shall be covered under THE PROPERTY, then the OWNER and

- 1514 That all taxes including GST on construction and on this in the "A CAPELLA Villa Project". OWNER on any account whatsoever relating to GST under amount, cost, charges, expenses etc. shall be paid by the and borne by the DEVELOPER only. It is clarified that no Joint Development Agreement, if applicable, shall be paid them in their individual capacity on their respective shares shall each be liable to pay income tax that may accrue to circumstances. The DEVELOPER and the OWNER
- 12. That the applicable GST on sale of villas in the "A CAPELLA GST will be applicable on the same and will be borne by the Villa Project" shall be paid by the purchaser(s) of such OWNER In case, any villa is retained by the OWNER, then



Director

- 13. The time frame for completion of construction of the "A Time is the essence of this Joint Development Agreement. CAPELLA Villa Project" following: shall broadly correspond to the
- <u>a</u> The permissions for development within a period of three Development Agreement. (3) month from the date of execution of this Joint DEVELOPER shall apply for all requisite
- <u></u> amenities in each of the 22 Villas in the "A CAPELLA Villa Project": ≤ DEVELOPER shall provide the following
- Swimming Pool
- ii. Modular Kitchen &
- iii. Air conditioners
- <u>ල</u> The DEVELORER shall install/fit all the amenities as "A CAPELLA Villa Project": mentioned in Schedule III in each of the villas in the
- (<u>d</u>) The in the "A CAPELLA Villa Project". material for construction and internals of each villa quality of work including use of superior quality of DEVELOPER shall endeavour to provide good

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<u>e</u> other local authorities within a period of 7 months permissions from various government authorities and complete all development and construction of the " ${f A}$ from the date of execution of this agreement and shall CAPELLA Villa Project" within a period of thirty (30) months (with a grace period of six (6) months). It is hereby clarified that the said period of 30 months DEVELOPER shall obtain all the requisite

For Tridens Infraction

For Tridens Infra LLP
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shall start after the expiry of 7 months mentioned

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respect to the "A CAPELLA Villa Project". thirty (30) months (with a grace Completion of development works in all respects with however agreed that the above period of thirty (30) Development Authority and obtaining of occupancy months) months (with a grace period of six (6) months) shall certificate from the Village Panchayat of Oxel. It is due to any legal proceedings in any court/tribunal, of god, storms, fires, accidents, strikes, sabotages, actions by the government or any agency thereof, act notification, hostilities endemics, to failure or delay caused by, pandemics (Covid-19), control of the DEVELOPER including but not limited majeure event or such other reasons beyond the DEVELOPER and OWNER, in the event of any force of the DEVELOPER (each such event "Force Majeure different contingencies beyond the reasonable control and/or any competent authority or other similar or explosions, non-availability of material, any Act, or Event"). extended would from strikes, between with orders the include riots, the nations, or North Goa mutual regulations, civil obtaining governmental laws, commotions, consent period of six (6) Planning completion embargoes, of



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In case, the DEVELOPER is not in position to comply with the construction schedule submitted to RERA 60 days. If the DEVELOPER fails to remedy the DEVELOPER to remedy the breach within a period of notice breach, the OWNER will be entitled to forfeit the shall complete the project by themselves or through a deposit of Rs. 3.50 Cr. and take over the project and third party and shall be entitled of the DEVELOPER'S for compensation. The OWNER shall compensate the valuer for sold and unsold part to conclude the matter DEVELOPER for the work done by him as per the due of DEVELOPER'S share of 13 VILLAS received from prospective customers against the sale DEVELOPER shall remit to the OWNER all the funds diligence violates the same, the OWNER shall issue The due diligence will be carried by certified report the DEVELOPER calling upon of the third party

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- <u>(</u> In respect of the delivery of possession of any or all of OWNER: OWNER Villas Ą the DEVELOPER to the
- DEVELOPER shall intimate the OWNER in writing or by conduct, calling upon the OWNER unless the OWNER waives this requirement in writing, by conduct, or by registered A.D. post, to take possession of any or all the OWNER thereof within Thirty (30) days from the date of Villas and to complete all formalities in respect receipt Intimation Letter"). DEVELOPER such (such intimation, intimation "Developer from







- Ξ: The OWNER shall, within Thirty (30) days from Villas or cause the verified, Letter, inspect and / or, verify, such OWNER free from all defects or deficiencies OWNER Villas are complete in all respects and of receipt and satisfy of the Developer same to be themselves that Intimation inspected,
- 111. OWNER or their agent shall upon completion of acknowledgment acknowledgment letter within the time period specified above, issue an inspection / verification of such OWNER Villas handing over the Owner Acknowledgement Upon the OWNER, or their agent, signing and to the owner. possession of such OWNER Villas shall be given Acknowledgement Letter") to the Developer. ರ DEVELOPER letter in writing, actual delivery "Owner (such
- įV In the event, the OWNER refuses, fails or Developer, Owner Acknowledgement Letter within Thirty all of the neglects to take delivery of possession of any or Development Agreement and in law in respect have fulfilled his obligation under this Joint Developer (30) days OWNER on the expiry of the 30 days from the Letter by the OWNER handing over the oť. the receipt of OWNER Villas from the date of without justifiable and reasonable DEVELOPER Intimation Letter the Developer Intimation OWNER shall be deemed to by not issuing issued by receipt Villas б of the

For Tridens Infra LLP
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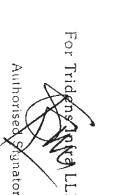
۲. Upon issuing Letter or deemed date of delivery, as stipulated not be entitled to claim or seek redress against above, the OWNER shall be precluded and shall in the the DEVELOPER in respect of any item of work, which may deficient, or alleged to have not been carried out or completed. OWNER Villas or any common area, be the OWNER Acknowledgment alleged - to р́е defective or

⊴. OWNER from the date of delivery of possession suffer to be done anything to the external look or deemed delivery of possession shall not do or shall not change or alter the externals of the of the OWNER Villas, or any party thereof, and maintain the externals of the OWNER Villas in OWNER Villas. The OWNER shall be bound to CAPELLA Villa Project" as regards the colour, uniformity permitted in writing by the DEVELOPER. work, with the grills other villas etc, unless of the otherwise

The prices, labour rates, raw materials etc. before, during specifications agreed, on account of any escalation in or after Project", OWNER DEVELOPER construction of without prior shall not the written Ą" deviate consent of the CAPELLA Villa the

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(<u>:</u> that may arise on account of delay in completion, The DEVELOPER shall be liable towards all claims Project", which are attributable to the DEVELOPER including under RERA Act, 2016. deficiency etc. in the "A CAPELLA





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- 图 Upon obtaining registration with RERA Goa under share of allotment/ retention to any third party RERA Act, 2016, the DEVELOPER as well as the OWNER would be entitled to market or sell
- 14 That the DEVELOPER and the OWNER shall be entitled to any prospective buyer at their own respective sale price and their respective DEVELOPER Villas and OWNER Villas to book, allot, agree to sell, transfer, sell, convey and assign the construction, without any objection or hindrance by the respective names, before, during or after the completion of to receive the sale proceeds in respect thereof, in entitled to accept the payment in their respective names, allocations in the newly constructed villas and shall be any agreement(s) for the sale/ booking of their respective fully entitled to price their respective VILLAS to enter into through cheque(s), pay order(s), demand draft(s), NEFT(s), RTGS(s) etc Further the DEVELOPER and the OWNER shall be
- 15. development on the SAID PROPERTY. In view of this categorization the Real Estate (Regulation area under the Goa Town and Country Planning Act, 1974. Village Panchayat of Oxel which is declared as a planning SAID PROPERTY comes within the jurisdiction of Development) Act, 2016, ıs. applicable ξ

For Tridens Jatka LLP
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For Tridens Infra LLP
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RIO LUXURY HOMES PVT, LTD.

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- 16. the Village Panchayat of Oxel to the extent of DEVELOPER payable to After obtaining the occupancy certificate, the DEVELOPER authorities, semi government and the Village Panchayat to would be liable to pay all such taxes/fees/cess that may be the extent of OWNER Villas taxes/fees/cess and government authorities, semi government the that OWNER may shall be be payable liable to to pay government
- 17. registered under the RERA Act, The DEVELOPER shall get the "A CAPELLA Villa Project" complete the "A CAPELLA Villa Project" within the period under the RERA Act, 2016, shall be that of the DEVELOPER provisions of RERA Act, 2016. The liability for any breach maintain quality of the work. The OWNER shall not be liable such liability and the DEVELOPER indemnifies the OWNER against any stated in the RERA application. The DEVELOPER shall any liability that may incur on account breach of any "A CAPELLA Villa Project". The DEVELOPER shall 2016, prior to marketing
- <u>[</u>8 The DEVELOPER shall at the time registration under RERA allotted villas in the "A CAPELLA Villa Project". At the CAPELLA Villa Act, 2016, shall register himself as the promoter of the "A point of sale of DEVELOPER Villa and / or OWNER Villa by Act, 2016, shall open three separate bank accounts for their DEVELOPER and the OWNER shall, as required by RERA DEVELOPER's account and on the other hand when the VILLA, the moneys so received shall be credited to the DEVELOPER sells and/or agrees to sell the DEVELOPER'S respective received as against such sale shall be deposited in their the moneys so received shall be credited to the OWNER's OWNER sells and/or agrees to sell the OWNER'S Villas DEVELOPER bank Project" and/or accounts. along with the the OWNER, Therefore, the OWNER. when

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account. The bank account maintained by the DEVELOPER shall be inconsonance with RERA Act, withdrawal from the same shall be in compliance RERA Act, 2016. 2016, and any with

- 19. Upon obtaining all the requisite permissions it shall be the DEVELOPERS duty to get the said project registered with Goa Real Estate Regulatory Authority. At parties shall strictly abide by the Real Estate (Regulation and Development) Act, 2016. all times
- 20. and Development) Act, 2016, and shall not commit any act regulations as required under the Real Estate (Regulation in contravention of the said Act. parties agree to comply and adhere to the rules and
- 21. approved plan by the office of Town & Country Planning. If modification to the development undertaken under at all such deviations are required to be made, then the written consent DEVELOPER shall approach the OWNER first and take his modifications. DEVELOPER shall not cause for carrying out such deviation or any deviation 10
- 22. The OWNER states and declares as under:
- (a) That there before any court of law, tribunal, revenue authority and/or quasi-judicial body or authority in respect of there any prohibitory, attachment or other order or any directive issued by any court, tribunal, revenue authority and/or quasi-judicial body or authority, prohibiting the OWNER from alienating, transferring, disposing of and/or otherwise dealing with the SAID PROPERTY and/or rights, benefit or interests therein SAID PROPERTY or may parts thereof, nor is is no dispute, litigation pending in or

For Tridens Infra LLP
Authorised Signatory

For Tridens Infra LLP

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and/or entering into these presents, and/or which contemplated herein. redevelopment Oľ of prevent the SAID the development PROPERTY, 10 as

- б transfer and/or of the SAID PROPERTY or any part SAID PROPERTY whereby the DEVELOPER may be mentioned herein, whereby or reason whereof the do any act, deed, matter or thing save to the extent thereof, and has not done or committed or omitted to written) for development, redevelopment, assignment, arrangement, transaction and/or agreement (oral or prevented or affected in any manner whatsoever. OWNER has not entered into any other
- <u>C</u> encumbrances and reasonable doubts, and the same possession of the said OWNER, who have good title, The OWNER hereby declares that the title of the SAID prejudiced or can in the attributes as above stated or any part thereof is means whereof the title of the SAID PROPERTY (in all omitted to do any act, matter or thing whereby or by anyone admits, consents and confirms that neither they or SAID PROPERTY, which the said OWNER agrees, full power PROPERTY is clear, marketable and free from all and on their remains in exclusive occupation and absolute any manner be adversely affected or behalf had, authority to deal with the done committed or and

For Tridens Infra LLP
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For Triders Infra LLF Authorised Signatory

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Director

- <u>a</u> its attributed as above development and/or sale of the SAID PROPERTY (in impediment whatsoever in contract or in law for and there is no pending claim or demand of any affecting the SAID PROPERTY or any part/s thereof possession, easements order charge, claim, lien, reservation, requisition, litigation, is/are not affected by any mortgage, encumbrances, That the SAID PROPERTY or any part/s thereof encumbrances and reasonable doubts. revenue or or other authorities, and there prohibition or attachment, clear and stated) to the DEVELOPER or right of way adversely marketable, free claim for is no from
- <u>@</u> department/s, which could directly is/are no outstanding/s to transaction herein. otherwise constitute The OWNER declares that as on date of execution of present a charge/lien on the SAID PROPERTY or adversely Joint Development Agreement there prejudice any revenue or tax or or remotely affect the

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(t)pending against the OWNER as the case may be to date, and there is no demand notice received by or SAID PROPERTY have been paid and discharged upto other charges and outgoings payable in respect of the All the rents, rates, taxes, cesses, assessments and body or authority in respect thereof any government, semi-government, local or public

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- **®** the development of the SAID PROPERTY or orders in that regard, which may adversely affect under the Income Tax Act, and there is no attachment law in force for the time being, and that no notice has been served upon or received by any of the OWNER No proceedings are pending or initiated against the OWNER under the provisions of the Income Tax Act, Public Demand Recovery Act and/or any other
- (<u>t</u> Ltd., for authorizing her for executing documents for Nisha Gaonkar nominee of Rio Luxury Homes Pvt. After execution of this Joint Development Agreement, Agreement construction, upgradation in specification and for all approvals, OWNER shall give specific power of attorney to Mrs. purposes panchayat licenses, under this Joint changes in plan of Development
- 23. the development work. crime, accident, or any other incident arising in respect of acts/accident/incident including to be used and engaged at the construction site and shall licenses/permissions/NOC in respect of men and material that may occur during the construction. It shall be the duty and resolved by the DEVELOPER at his own cost. OWNER shall not be liable for any act/accident/incident supplied men, material and machinery shall be dealt with All disputes or court cases that may arise in respect of the construction the the DEVELOPER DEVELOPER and the vendors who have of the "A CAPELLA VIlla Project" OWNER to take any against wrong <u>a</u>]] act, necessary theft, The

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- 24. In case there is any accident or claim from anyone including represented by any neighbors, borne by the DEVELOPER only OWNER's behalf and all the expenses in this behalf shall be agents to OWNER will empower the DEVELOPER or its nominees/ OWNER is ordered to attend a court or is requested to be Compensation Act, 1923 or any other Act in force. responsible for the payment of claims under the Workmen CAPELLA Villa Project", the DEVELOPER shall be solely attend the on account of authority in this connection, the court / the construction of the "A concerned authorities If the
- 25. finally adjudicated to be invalid or unenforceable) shall not of the this Joint Development Agreement (or the application extent permitted by law shall be valid and enforceable and enforceable to the fullest provision or condition of this Joint Development Agreement be affected thereby circumstances other than those in respect of which it is adjudicated to be invalid or unenforceable, the remainder Development Agreement any such term, provision term, provision and shall, each and or or condition condition to any extent, be finally every ţ of other persons this Joint
- 26. stated that one only for the time and in the manner specifically provision other than the one specified in such subsequently, provision, even if such violation be continued or repeated enforce any remedy on account of the violation of such Agreement shall be implied by any failure of either party to No waiver of any provisions of this Joint Development and no express waiver shall affect waiver and

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- 27 make amendments to the Both the parties upon mutual agreement are entitled to Agreement which shall be concomitant to the present Joint Development Agreement. present Joint Development
- 28. to this joint venture agreement under the signature of both Agreement shall be in pursuance of a deed of amendment the parties. amendment made to this Joint Development
- 29. supervision of the construction in the SAID PROPERTY in PROPERTY at any point of time for verification, inspection/ respect of quality of construction and materials ascertaining progress permission from the DEVELOPER. The DEVELOPER shall have no right to stop the OWNER or its representatives, staff from entering upon the SAID PROPERTY at any point construction/workmanship/use of inferior material, the is only after the removal/ rectification of such defective construction, workmanship, use of inferior material etc. It DEVELOPER construction/ workmanship/ use of inferior material, the OWNER may be asked to take the possession, failing which its share in the said property. the OWNER shall not be compelled to receive possession of all times the OWNER is entitled to visit the time in case of any breach/defect in specification/ shall endeavor to rectify such at site, etc. without seeking defective
- 30. It is hereby specifically agreed by the Parties that in the available event of any construction or during the construction stages then the OWNER and the DEVELOPER shall be entitled to enjoy benefit thereof in the ratio of 60:40 (wherein 60% is for DEVELOPER and 40% for the OWNER). to additional F.A.R. and/or F.S.I. being made the SAID PROPERTY prior to start

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3<u>1</u>. workmanlike manner. That the DEVELOPER shall complete the construction work direct personal supervision and in the best

- 32. No changes/amendments to this agreement shall be made without the written consent of both the parties
- ω ω. up to the warranty period (as mentioned in Schedule IV) from the date of taking over possession by the OWNER, or any other defect in the newly constructed project arises That in case any structural defect such as leakage, seepage defect, then the DEVELOPER hereby undertakes to rectify such if any, at its own cost and expenses.
- 34. That in case any penalties, fees, charges etc. is imposed/ of the SAID PROPERTY, then the same shall be paid and levied by concerned authority on account of re-construction borne by the DEVELOPER
- 35 PROPERTY arising out of or due to the negligence or nonmortgages or any third party possessory rights in the SAID indemnified the OWNER from and against any and all That the DEVELOPER undertakes to indemnify and keep case may be and shall attend to answer and be responsible compliance of any law, bye-law, rules and regulations of the of the said laws, bye-laws, rules and regulations or any for any deviation, omission, violation and /or breach of any concerned authorities / government or local bodies as the CAPELLA Villa Project" accident Ħ. charges, or relative liens, ξ claims, the construction encumbrances of the

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- 36. the said property and also satisfied itself about the title and has independently conducted its due diligence in respect of However, the DEVELOPER confirms that the DEVELOPER by or served upon him in respect of the SAID PROPERTY. and Country Planning Act has been issued against, received that no notice under the Land Acquisition Act or the Town The OWNER hereby states and assures the DEVELOPER documents of the SAID PROPERTY.
- 37 copies of all documents of title of the OWNER which exclusively relate to the SAID PROPERTY. Agreement, deliver to the The OWNER shall at the time of this Joint Development DEVELOPER or their nominee's
- 38. properly when delivered by registered post with A.D. on the All notices required to be served on the parties hereto shall respective addresses and/or email as mentioned herein be made in writing and shall be deemed to be Parties shall communicate the same to each other. below. In the event of change in address of the Parties the served

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OWNER: -

Tridens Infra LLP

Mr. Dinesh Parwanda, Designated Partner &

Mr. Pankaj Dabral, Designated Partner

D-10, Defence Colony,

New Delhi 110 024

Email: - <u>dparwanda@trinitytouch.com</u>

Email ID <u>newsynergiesoffice@gmail.com</u>

DEVELOPER: -

RIO LUXURY HOMES PRIVATE LIMITED,

Aldeia Serenia, Block C,

Bounta Vaddo, Mapusa, Anjuna,

Main Road, Assagao, Goa Assagoa, Goa 403507

Email: - riyazsomani@riogroup.co.in

- 39. This Joint Development Agreement shall be governed and interpreted in accordance with the laws of India.
- 40. interpretation and validity of the terms thereof and the same shall be settled through arbitration. All or any disputes arising out of or in relation to the terms settled amicably by mutual discussions failing which the respective rights and obligations this Joint Development Agreement of the parties including the

No. S. P. W. S. C.

41 The proceedings shall be conducted by a sole arbitrator who amendments/modifications thereto for the time being in Delhi. The venue of Arbitration will be Goa or any other English language. The seat of Arbitration will be in New arbitration shall be governed by the Arbitration and The arbitration proceeding shall be conducted in decided by the 1996 arbitrator. or any The arbitration statutory

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shall be mutually appointed by the parties and whose equally by the Parties. costs towards the arbitration proceedings shall be borne decision shall be final and binding upon the parties.

- 42. agreement jointly and equally. parties to the present Joint Development Agreement agreed to bear the cost of registration of this
- 43. The parties Development Agreement out of their own free will state that the parties have entered into the present Joint consent. to the present Joint Development Agreement

CHEDUL

(Description of the SAID PROPERTY)

Sub-District of Bardez, Sub-District of Bardez, District North the limits of Village Panchayat Siolim, Taluka and Registration surveyed under No.94/1 of Village Oxel, Siolim, Bardez within known as "XAPUR" or 'CHAPUR' or 'VISRUN BHAT" "CHOPODEM" or 'CHOPDEM' or "CHAPORA" commonly described in the Office of Land Registrar office of Bardez under Goa, in the State of Goa which 1/20th part is independently land, partial land admeasuring 15,500 Sq. mtrs. shall be offered earlier described under no.2495, not enrolled in the Taluka No. 27169 at folio 33 of Book B-70, and the whole property was Sq.mtrs. is defined in the enclosed Survey Plan in Annexure - I. for development under this Agreement. Revenue Office, admeasuring 22575 sq mtrs. Out of the said part and parcel of the Property identified The said part of 15,500

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The said Plot is bounded as under:-

Towards the North:-By Survey No.92 of Village Oxel.

Towards the South: - By Survey No.99/6 of Village Oxel.

Towards the East :- By Survey No.92/2 of Village Oxel

Oxel. and 97/2,3,5,6 and by Survey No.98/1, 2,3 and 8 & 9 of Village Towards the West: - By Survey No.95/1 to 17 and 96/2,3,4,and 5,

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SCHEDULE II

S. No.	Developer's	Villa No.
ļ.	Share	
	Developer	Villa 1
2	Developer	Villa 3
ω	Developer	Villa 5
4	Developer	Villa 7
CJI	Developer	Villa 9
6	Developer	Villa 11
7	Developer	Villa 13
00	Developer	Villa 15
9	Developer	Villa 17
10	Developer	Villa 19
 -	Developer	Villa 20
12	Developer	Villa 21
13	Developer	Villa 22





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S. No.	Land Owner's Share
14	Land Owner
15	Land Owner
16	Land Owner
17	Land Owner
18	Land Owner
19	Land Owner
20	Land Owner
21	Land Owner
22	Land Owner
	inted Area

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SCHEDULE - II

(Specification of the said villa)

SPECIFICATION

1. The Structure:

laterite masonry. masonry and the external walls will be of 9-inch brick / It is a R.C.C. framed structure of columns, slabs, The internal partition walls will be of 4-inch brick beams and

2. Paint & Finishing:

Corridors:

External Paint / Cladding as per building façade.

Living/Dining Room and Master / other Bedrooms Common area:

POP Punning with acrylic emulsion paint

Master and Other bathroom / Powder Room:

Full height tile with mirror, with composite / quartz counter

Utility area:

Exterior paint / Cladding as per building façade.

3. Flooring:

Kitchen: Vitrified tiles Kajaria Eternity or equivalent with Living room and Dining: In situ Terrazzo / IPS / wooden Entrance area and corridor: In situ Terrazzo granite / quartz counter top.

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Treads, Risers and Skirting: Timber

Bedrooms and Bathroom floor: In situ Terrazzo

Bathroom: Terrazzo Tile

with granite / quartz counter top. Utility areas: Vitrified tiles Kajaria Eternity or equivalent

- 4. Doors: hardwood margin with Dorset / ozone hardware Commercial flushed doors with vineer and
- Ω Windows: Dark bronze anodized aluminium frames.
- 9 Kitchen: Modular kitchen cabinetry with laminate finish with tile on back splash.
- Ceiling shingles, Wallpaper / Fabric pancis & Corridors: Timber structural frame work with
- $\dot{\infty}$ Plumbing and Sanitary: Water supply pipes: CPVC pipes AKG / Supereme or equivalent Sanitary Fittings and Fixtures: Grohe/Duravit/Kohler or equivalent approved equivalent. waste Pipes: PVC Pipes AKG / Supreme or.
- 9. Water tank: Water supply system: Submersible constant pressure hydro pneumatic water supply.
- 10. Electrical Installation:

Conduit pipes: 2mm thick AKG / Precision make or

equivalent.

Switches and Sockets: L&T/Great White Myrah or

equivalent make

PVC insulated Copper wires: Havells / Finolex / Polycab

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make or equivalent.

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SCHEDULE - IV

WARRANTY	Years
Tiles and door fittings	1 year
Water Pump	2 years
Water Proofing	5 years
Bath Fitting	5 years
Paint	5 years
Windows	5 years
Electricals	1 year
Structure	10 years

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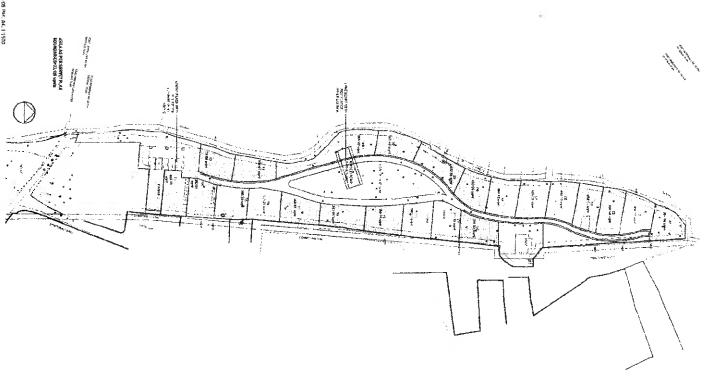
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ANNEXURE- A



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SPINRUS STATES

Partner

Director

day, month and year in presence of two witnesses IN WITNESS WHEREOF the parties have put their hands on this

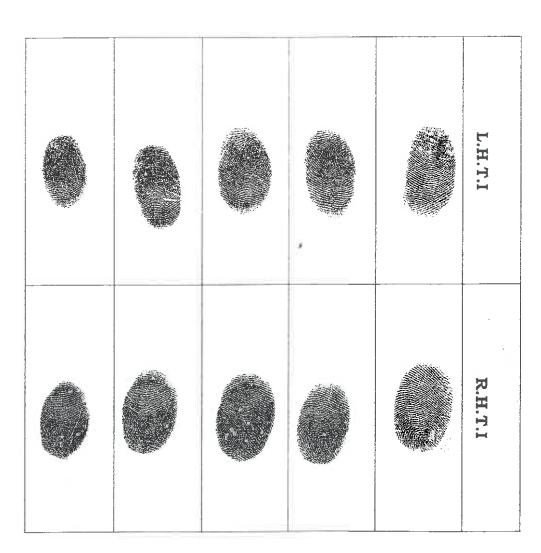
SIGNED AND DELIVERED BY

THE WITHINNAMED

MR. SACHIN VERMA

Authorised Representative for Mr. Dinesh Parw

Designated Partner of TRIDENS INFRA LLP



For Tridens Infra LLP
Authorised Signatory

For Widens Infra LLP

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WITNESS WHEREOF the parties have put their hands on this

day, month and year in presence of two witnesses

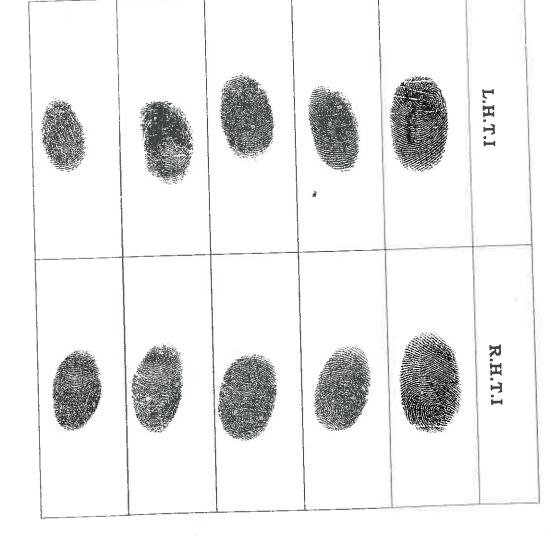
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THE WITHINNAMED

MR. SACHIN VERMA

Authorised Representative for Mr. Pankaj Dabral.

Designated Partner of TRIDENS INFRA LLP







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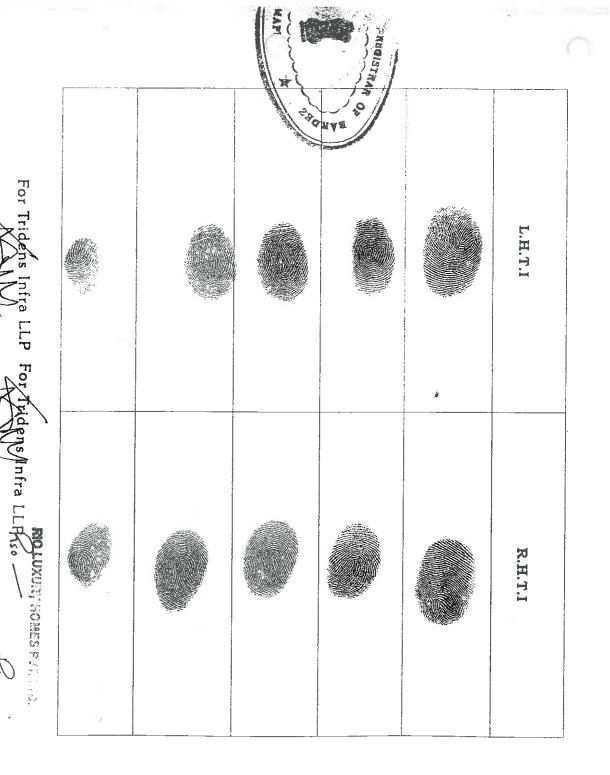
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OF THE SECOND PART WITHIN NAMED DEVELOPER. SIGNED AND DELIVERED BY THE



THR. ITS MANAGING DIRECTOR, RIO LUXURY HOMES PRIVATE LIMITED, MR. RIYAZ RAMZANALI SOMANI. J:



WITNESSES:

Auth ised Signatory

thonsed Signatory

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Director

Nikesh Bhamaikar

JIVIM, BARDEZ GOA

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Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 23-Dec-2022 01:17:12 pm

Document Serial Number :- 2022-BRZ-6031

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Stamp Duty Required: 3770000/-

Stamp Duty Paid: 3770000/-

Presenter

1)	Sr.NC	
	NISHA GAONKAR REPRESENTING THE DIRECTOR AS THE POWER OF ATTORNEY HOLDER FOR THIS AGREEMENT Father Name:NAGESH PEDNEKAR,Age: 39, Marital Status: ,Gender:Female,Occupation: Service, Address1 - HO. NO. 54-1, NEAR KHETOBA TEMPLE, VAIGUINEM, MAYEM, BICHOLIM- GOA 403504, Address2 - ,	Party Name and Address	
		Photo	
		Thumb	
	They true	Signature	

20	Sr.NO	
NICHA CAONKAD DEDBECENTINO THE DIRECTOR OF	Party Name and Address	

Sr.NO	Party Name and Address Photo Thumb Signature
	NISHA GAONKAR REPRESENTING THE DIRECTOR AS THE
	POWER OF ATTORNEY HOLDER FOR THIS AGREEMENT, Father Name: NAGESH PEDNEKAR, Age: 39
	Marital Status: Gender:Female,Occupation: Service, HO.
_	NO. 54-1, NEAR KHETOBA TEMPLE, VAIGUINEM, MAYEM,
	BICHOLIM- GOA 403504,
	, as Power Of Attorney Holder for
	RIYAZ RAMZANALI SOMANI Representing As The Director
	Of Rio Luxury Homes Pvt Ltd

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NGDRS: National Generic Document Registration System

2	Sr.NO
SACHIN VERMA , Father Name:VIJAY SHARMA, Age: 42, Marital Status: ,Gender:Malé,Occúpation: Service, D-10 Defence Colony New Delhi 110024,	Party Name and Address
	Photo
	Photo Thumb
A STATE OF THE STA	Signature

Witness:

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

Nam 2 Addre	Name: ,Mob 1 status Goa,	Sr.NO
Name: Adv Mossifa Ali Mohammad Shaikh,Age: 31,DOB: 1991-11-20 ,Mobile: 9158492240 ,Email: ,Occupation:Advocate , Marital status : Married , Address:403507, B-203 2nd Floor, B-203 2nd Floor, Sai Greens Complex, Bandodkar Petrol Pump Zorikode, Mapusa-ii (Cunchelim). Bardez. NorthGoa. Goa	Name: Nikesh Narayan Bhamaikar,Age: 24,DOB: 1997-11-29,Mobile: 7038877912,Email:,Occupation:Service, Marital status: Unmarried, Address:403507, Volvonem Tivim Bardez-Goa, Volvonem Tivim Bardez-Goa, Tivim, Bardez, NorthGoa, Goa, Volvonem Tivim Bardez-Goa	Party Name and Address
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Date: 23-Dec-2022

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

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