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Phone No:7774047755 Sold To/Issued To: RAJDEEP BUILDERS For Whom/ID Proof. GST-304F0P19693422Y

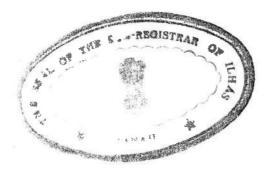
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JOINT VENTURE DEVELOPMENT

AGREEMENT

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This Joint Venture Development Agreement is made and executed at Panaji Goa on this 01^{st} day of the month of November of the year Two Thousand and Twenty-One i.e. (01/11/2021).

BETWEEN

1. MRS. CAROLINA PO, wife of late Raul PO, age 67 years, Retired, Married, Indian National, holder of Pan Card No. Addhaar Card No.

2. MR. ASHLEY XAVIER PO, son of late Raul PO, age 41 years, Married, service, holder of Pan Card bearing No. Aadhaar Card No. No. Portuguese National, Holder of OCI Card No.

3. MRS. GLENNA S. DIASPO, wife of Mr. Ashley Xavier Po, age 35 years, Married, Service, holder of Pan Card No. Adhar Card No. Indian National;

4. MR. ALISTER NICHOLAS PO, son of Late Raul PO, age 33 years, Service, Married, holder of Pan Card No. Adhar Card No. Portuguese National, Holder of OCI Card No.

5. JULIE SANTANA COLACO, wife of Mr. Alister Nicholas Po, age 30 years, Married, Service, holder of Pan Card no. Aadhar Card No. No. Julie Mathematical Andrea Card No. Julie Mathematical Andrea Card No. Petrol Pump, Caranzalem Goa.

6. MRS. FREDELLA ALISHA PO, daughter of late Raul PO, wife of Mr. Loey Valencio Dias, age 25 years, Married, Service, holder of Pan Card no.

7. MR. LOEY VALENCIO DIAS, age 34 years, Married, Service, holder of Pan Card No. Addhar Card No. Portuguese National, Holder of OCI Card No. Solution (Solution), both residents of H.No.363, Near St.Francis Chapel, Mulatin Caranzalem Goa; Hereinafter referred to as "THE OWNERS" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, legal representatives, successors and assigns) party of the FIRST PART.

Owners No.2 to 7 are represented herein by their duly constituted Power of Attorney Holder **MRS. CAROLINA PO**, vide Power of Attorney dated 02.10.2019

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executed before the Advocate and Notary Shashikant Nabar, at Registration No.3057 dated 15.10.2019.

AND

RAJDEEP BUILDERS, registered Proprietorship Firm having its office at 708, 709 & 710, 7th floor, Gera Imperium Star, Near Central Library, Patto, Panaji-Goa, represented by its sole proprietor Mr. Rajesh Tarkar, aged 47 years, son of Shri. Ulo Tarkar, business, Indian National, holder of Pan Card bearing no. Aadhar Card No. , resident of Penthouse No.201, Rajdeep Residency, Raviraj Colony, Nagali Hills, Dona Paula-Goa, Hereinafter referred to as the "BUILDER/DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its heirs, successors, legal representatives and assigns) of the SECOND PART.

AND

MRS. DEEPA RAJESH TARKAR, 45 years of age, wife of Mr. Rajesh Tarkar, holding Pan Card No. , Aadhar Card No. , housewife, Indian National, resident of Penthouse No. 201, Rajdeep Residency, Raviraj Colony, Nagali Hills, Dona Paula, Goa., hereinafter referred to as "THE CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, successors, legal representatives and assigns) OF THE THIRD PARTY.

0 WHEREAS Confirming Party Mrs. Deepa Rajesh Tarkar is represented herein by her duly constituted Atorney, her husband SHRI. RAJESH TARKAR by virtue of Power of Attorney dated 15/04/2014 duly executed and registered before the Notary Public Shri. Babuso R. Sawant of Panaji-Goa under Registered No. 63/2014 on 15/04/2014.

WHEREAS there exists a property known as CARANZALEM or MITRA, situated at Caranzalem, State of Goa, admeasuring 638sq.mts., situated within the local limits of Corporation of the City of Panaji, District of North Goa, Tiswadi Goa, and registered in the Land Registration Office of Panaji Goa under No.11246, at pages 171 Verso of the Book No.B-29(New) and enrolled in the Land Revenue Office Under Matriz No.227, 228, 230 to 236, 238 to 256, 1067, 1072, 1205 to 1208 and Surveyed under Chalta No.24 & 25 of P.T. Sheet No.164 of City Survey Panaji Goa, which property is more particularly described in Schedule-I hereunder written and hereinafter shall be referred to as the "SAID PROPERTY".

WHEREAS as per old records the said property stands inscribed in favour of Mitra of Archbishopric of Goa presently Patriarchate of Indias Orientais with Head Office in Cidade De Goa for himself and as Administrator of the Mitra, which property

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came to belong to it in view of Judicial Judgement passed in the Ordinary proceedings filed by Jose Marcelino, Santana Nogueira and his wife Maria Angelica Barreto, Fermina Rosa Borges widow Amelia Constantina Andrade and others of Taleigao against the most Reverend Archbishop Primate of the Orient and Patriarch of Indias Orientais D. Antonio Sebastiao Valente.

AND WHEREAS vide registered Deed of Sale dated 17.12.1968 executed before the Sub Registrar of Ilhas at Registration No. 714 at pages 23 to 28, Volume 38, Book No.1, dated 24.12.68, His Excellency the Right Reverend Dom Francisco Xavior Da Piedade Rebello, Apostolic Administrator of the Archdiocese of Goa, Daman and Diu represented in Deed by Venerable Cannon Afonso Jose De Melo, the priest, as the Vendor sold the Said Property to Mrs. Paulina Afonso, daughter of Manuelina Afonso, widow of Xavier Po.

AND WHEREAS vide Deed of Gift dated 06.03.1969 Mrs. Paulina Afonso gifted the Said Property to her son Mr. Francisco Po.

AND WHEREAS by virtue of Deed of Gift dated 02.04.1969, executed before Sub Registrar of Ilhas Goa, Mr. Francisco Po along with his wife Mrs. Felicidade Po gifted the Said Property to their son Mr. Raul PO.

AND WHEREAS Mr. Raul PO expired on 31.10.2012 and upon his death a Deed of Succession was drawn before the office of the Civil Registrar Cum Sub Registrar on 10.12.2019 recorded at Folio No.25 to 26v of Deed Book No.738 and it was declared that OWNERS herein i.e. **1**.Mrs. Carolina Fernandes alias Carolina Fernandes E PO alias Carolina PO alongwith her Children namely **2.**Mr. Ashley Xavier Po married to **3.**Mrs. Glenna Severina Dias, **4.**Mr. Alister Nicholas Po married to **5.**Mrs. Julie Santana Colaco, **6.**Mrs. Fredella Alisha Po married to **7.**Mr. Loey Valencio Dias are the universal legal heir of Late Raul PO.

AND WHEREAS 1.Mrs. Carolina Fernandes alias Carolina Fernandes E PO alias Carolina PO alongwith her Children namely **2**.Mr. Ashley Xavier Po married to **3**.Mrs. Glenna Severina Dias, **4**.Mr. Alister Nicholas Po married to **5**.Mrs. Julie Santana Colaco, **6**.Mrs. Fredella Alisha Po married to **7**.Mr. Loey Valencio Dias, thus became the owners in possession of the Said Property and updated the Mutation records in their name.

AND WHEREAS as in all the title documents the area of the Said Property is mentioned as 613.60 sq.mts and area as mentioned in Form D and in actual possession of the OWNERS herein is 638 sq. mts. To avoid any future discrepancy in property title due to area difference, OWNERS herein decided to purchase the

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differential area of 24.40sq.mts. from Mitra De Caranzalem Fund of the Archdiocese of Goa and Daman, and accordingly executed a Sale Deed dated 22.06.2021 executed before the Sub Registrar of Ilhas Goa at Document Serial No.2021-PNJ-1447, Book 1 Document, Registration Number PNJ-1-1387-2021, Dated 22.06.2021.

AND WHEREAS, the BUILDER/DEVELOPER has approached the OWNERS, with a proposed scheme of Joint Venture Development and construction of the residential cum commercial building with Flats/Unit on the SAID PROPERTY.

AND WHEREAS, the BUILDER/DEVELOPER agreed to obtain all the necessary approvals, construction license, consents and permissions, NOCs from Corporation of City of Panaji, Greater Panaji Planning and Development Authority, PWD, Electricity and Health Department, Fire Department, etc., at its own cost and expenses, for the purpose of construction in the SAID PROPERTY.

AND WHEREAS, the OWNERS has further represented and covenanted unto the BUILDER/DEVELOPER as follows, viz.

a) That the OWNERS are in exclusive and peaceful possession of the Said Property.b) That no person(s) other than the OWNERS have any right, title and/or interest in the Said Property.

c) That the OWNERS have an absolute right to dispose and/or sell or enter into Joint Venture Development Agreement in respect of the Said Property, and/or deal with it in any manner whatsoever.

d) That the OWNERS have a clear and marketable title to the Said Property.

e) That there are no *Mundcars* and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any other right whatsoever in, to and/or over the SAID PROPERTY, and/or any part thereof.

f) That there is no legal bar or impediment to enter into Agreement for Joint Venture Development in respect of the Said Property, and that the Said Property, is free from encumbrances, liens and/or charges.

g) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been received by and/or served in respect of the Said Property, nor any part thereof.

h) That neither the Said Property nor any part thereof is a subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.

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i) That neither the Said Property nor any part thereof is a subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.

j) That no person or entity has any right of road and/or passage and/or foot-path and/or right of crossing/re-crossing over and/or through the Said Property or any part thereof.

k) That the OWNERS have not entered into any agreement, understanding and/or arrangement for sale, development and/or disposal or otherwise howsoever with any other party in respect of the Said Property and/or any part thereof.

1) That there is a proper access/road required as per law for carrying out redevelopment on the Said Property.

AND WHEREAS, the BUILDER/DEVELOPER has relying on the representations and covenants hereinabove stated and pursuant to negotiations and discussions by and between the parties hereto, it has been agreed that the OWNERS shall grant in favour of the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall acquire from the OWNERS the rights of development in the Said Property by constructing proposed Residential cum Commercial building, to be constructed in the Said Property as per the approved plan to be approved by the Greater Panaji Planning and Development Authority, Panaji Goa and as per the construction license to be issued by the Corporation of the City of Panaji, the OWNERS shall be handed over flats/shop as per allotment chart as mentioned below in the proposed construction of residential cum Commercial building, which shall be completed in all respectorations hereto annexed in Schedule-II, being consideration in kind towards full and final settlement of the price of the Said Property and remaining flats as per allotment chart as mentioned below, in the proposed construction of residential cum Commercial building shall be retained by the BUILDER/DEVELOPER for sale. LEO SER

AND WHEREAS the BUILDER/DEVELOPER accordingly obtained the plans approved from Greater Panaji Planning and Development Authority vide Order dated 03.01.2020 at Ref. No. GPPDA/311/TAL/767/20 in the name of the OWNER.

AND WHEREAS the BUILDER/DEVELOPER obtained the NOC from Directorate of Health Services, Urban Health Centre-Panaji Goa dated 05.03.2020 vide No. UHPC/DHS/NOC/19-20/3512 in the name of OWNER.

AND WHEREAS the BUILDER/DEVELOPER further obtained the NOC from Directorate of Fire and Emergency Services, St. Inez Goa dated 18.03.2020 at File No.DFES/FP/HB/266/19-20/777 in the name of OWNER.

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AND WHEREAS the BUILDER/DEVELOPER obtained Sanad from the Office of the District Collector, North Goa dated 25.06.2020 bearing Ref. No.RB/CNV /TIS/COLL /26/2019/213 in the name of OWNER.

AND WHEREAS the BUILDER/DEVELOPER finally got the Construction License from Corporation of the City of Panaji, dated 04.11.2020 at License No.401/1/CCP/ENG/ CONST-LIC-08/2020-2021/31.

AND WHEREAS the BUILDER/DEVELOPER further obtained the revised plans approved from Greater Panaji Planning and Development Authority vide Order dated 02.08.2021 at Ref. No. GPPDA/311/TAL/397/2021 in the name of the OWNER.

AND WHEREAS the BUILDER/DEVELOPER further obtained revised NOC from Directorate of Health Services, Urban Health Centre-Panaji Goa dated 16.08.2021 vide No. UHPC/DHS/NOC/21-22/1043 in the name of OWNER.

AND WHEREAS the BUILDER/DEVELOPER finally got a revised Construction License from Corporation of the City of Panaji, dated 19.10.2021 at Lic.No.403/1/CCP/ENG/ CONST-LIC-08/Revised-I/2021-2022/35.

AND WHEREAS as agreed between the OWNERS and BUILDER/DEVELOPER, the BUILDER/DEVELOPER has agreed to develop and construct in the SAID PROPERTY, the residential cum commercial building consisting of flats/shop under a Joint Venue Development Scheme on the terms and conditions stipulated hereunder:

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That in pursuance of the terms agreed upon between the OWNERS and BUILDER/DEVELOPER, the OWNERS have agreed to hand over the possession of the SAID PROPERTY to the BUILDER/DEVELOPER, and the BUILDER/ DEVELOPER has agreed to develop the SAID PROPERTY more particularly described in the **Schedule-I**, by constructing a residential cum Commercial building, consisting of flats/shop as per revised plan approved by Greater Panaji Planning and Development Authority vide Order dated 02.08.2021 at Ref. No. GPPDA/311/TAL/397/2021 and the OWNERS shall be handed over flats/shop as per the allotment chart as mentioned below in the proposed construction of a Residential cum Commercial building which shall be completed in all respect as per the specifications hereto annexed in **Schedule-II**, being consideration in kind

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towards full and final settlement of the price of the SAID PROPERTY hereto by the BUILDER/DEVELOPER.

2. That the **OWNERS** shall share Fully Furnished Flats and Unfurnished Shop in the following manner towards their share, as marked in red in the plan annexed herewith:

SR.NO	UNIT/FLAT	AREA	FLOOR	ALLOTED TO	
				OWNERS	
1	A double	admeasuring	Ground	CAROLINA PO	
	heighted	72sq.mts saleable	Floor	- C	
	Shop	built up area and			
	No.01	carpet area of			
		65.08sq.mts			
2	3BHK Flat	admeasuring 145.35	Fifth	CAROLINA PO	
	No.501	sq. mts saleable	Floor	A.	
		built up area and			
		carpet area of			
		82.06sq.mts. with			
		balcony area of			
		21.10sq. mts.			
3	3BHK Flat	admeasuring 145.35	Fifth	MRS. FREDELLA	
	No.502	sq. mts saleable	Floor	ALISHA PO AND	
JISTRAR OF		built up area and		HER HUSBAND	
		carpet area of		MR. LOEY	
) E	82.06sq.mts. with		VALENCIO DIAS	
	121	balcony area of			
	S - TETRINA	21.10sq. mts.			
4	5BHK	admeasuring	Sixth	MR. ALISTER	
1 th	Penthouse	289sq.mts saleable	and	NICHOLAS PO AND	
	(Flat	built up area and	Seventh	HIS WIFE	
	No.601 &	carpet area of	Floor	MRS. JULIE	
	701)	154.47sq.mts. with		SANTANA COLACO	
		balcony area of	· ·		
		42.20sq. mts			
5	5ВНК	admeasuring	Sixth	MR. ASHLEY	
	Penthouse	289sq.mts saleable	and	XAVIER PO AND	
	(Flat	built up area and	Seventh	HIS WIFE	
	No.602 &	carpet area of	Floor	MRS. GLENNA S.	
	702)	154.47sq.mts. with		DIASPO	
		balcony area of			

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		42.20sq. mts		
6	1BHK Flat	admeasuring 89.05	Eight	CAROLINA PO
	No.801	sq. mts saleable	Floor	
		built up area and		
		carpet area of		
	X ⁴	54.52sq.mts with		
		balcony area of 18sq.		
		mts and exclusive		
		open terrace area of		
		33sq. mts.		

3. It is agreed by and between the parties that exclusive open terrace above Seventh Floor, adjacent to Flat No.801, shall be for the use of Mr. Alister Nicholas Po and his wife Mrs. Julie Santana Colaco.

4. That the OWNERS are allotted the aforesaid FLATS along with One stilt car parking and remaining Seven outside covered car parkings free of cost as marked in red in the plan annexed herewith.

5. That the **BUILDER/DEVELOPER** shall share FLATS along with car parkings in the following manner towards their share:

SR.NO. UNIT/FLAT		AREA	FLOOR	
1 (37)	Flat No.101	admeasuring 76sq.mts saleable built up area and carpet area of 54.52sq.mts, with balcony area of 4.95sq.mts.	First Floor	
2	3BHK Flat No.201	admeasuring 145.35 sq. mts saleable built up area and carpet area of 82.06sq.mts. with balcony area of 21.10sq. mts.	Second Floor	
3	3BHK Flat No.202	admeasuring 145.35 sq. mts saleable built up area and carpet	Second Floor	

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		area of 82.06sq.mts.	
		with balcony area of	
		21.10sq. mts.	
ЗВНК	Flat	admeasuring 145.35	Third Floor
No.301		sq. mts saleable built	
at.		up area and carpet	
		area of 82.06sq.mts.	
		with balcony area of	
		21.10sq. mts.	
ЗВНК	Flat	admeasuring 145.35	Third Floor
No.302		sq. mts saleable built	64 - 15
		up area and carpet	
		area of 82.06sq.mts.	
		with balcony area of	
		21.10sq. mts.	
ЗВНК	Flat	admeasuring 145.35	Fourth Floor
No.401		sq. mts saleable built	
	~	up area and carpet	
		area of 82.06sq.mts.	
		with balcony area of	
		21.10sq. mts.	
ЗВНК	Flat	admeasuring 145.35	Fourth Floor
No.402		sq. mts saleable built	
ALCISTRAR OF	1	up area and carpet	
- F	E M	area of 82.06sq.mts.	
	2. 5 10	-	
34) ë		with balcony area of	
	No.301 3BHK No.302 3BHK No.401 3BHK No.402	No.301 3BHK Flat No.302 3BHK Flat No.401 3BHK Flat No.402	With balcony area of 21.10sq. mts.3BHKFlatadmeasuring 145.35 sq. mts saleable built up area and carpet area of 82.06sq.mts. with balcony area of 21.10sq. mts.3BHKFlatadmeasuring 145.35 sq. mts saleable built up area and carpet area of 82.06sq.mts. sq. mts saleable built up area and carpet area of 82.06sq.mts. sq. mts saleable built up area and carpet area of 82.06sq.mts. with balcony area of 21.10sq. mts.3BHKFlatadmeasuring 145.35 sq. mts saleable built up area and carpet area of 82.06sq.mts. with balcony area of 21.10sq. mts.3BHKFlatadmeasuring 145.35 sq. mts saleable built up area and carpet area of 82.06sq.mts. with balcony area of 21.10sq. mts.3BHKFlatadmeasuring 145.35 sq. mts saleable built up area and carpet area of 82.06sq.mts. with balcony area of 21.10sq. mts.3BHKFlatadmeasuring 145.35 sq. mts saleable built up area and carpet area of 82.06sq.mts. with balcony area of

6. The BUILDER/DEVELOPER shall complete construction of the said residential cum commercial building in all respect and hand over vacant and peaceful possession to the OWNERS herein of their respective Flats/Unit in the proposed construction of Residential cum Commercial building on or before a particular date of completion as will be mentioned in the Goa Rera Registration Certificate which period will be normally calculated as 24 months with 8 months grace period from the date of execution of the present Joint Venture Development Agreement with respect to the Said Property.

7. Any delay in granting water connection/electricity connection, issuance of Occupancy Certificate by the Concerned Authorities where in the delay has been solely on the part of respective departments or if the delay has been occasioned by

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any Act of God, Force Majeure, any natural/unnatural calamities, pandemic such as present COVID-19 pandemic, restrained order from any Appropriate Authority or Judicial Body, defect in title, non-availability of raw material due to government restraints and or due Government Order; or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the BUILDER/DEVELOPER, shall not be attributable to the BUILDER/DEVELOPER and delay caused due to the above reasons shall be excluded from the stipulated time mentioned above for completion of the construction of the project and period of stoppage of work due to aforesaid reasons shall be excluded from the time period stipulated above for handing over possession of the Said Flats/Unit to the OWNERS.

That since the OWNERS were residing in a House bearing No. 232 that was situated on the Said Property and there was also a shop situated on the said Property, it is decided by BUILDER/DEVELOPER to pay rent towards alternate accommodation with respect to House at the rate of Rs.20,000/-per month and with respect to the Shop at the rate of Rs.12,000/- per month from the date of demolition of said house and shop till the date of Occupancy Certificate. Accordingly, at the request of OWNERS, BUILDER/DEVELOPER have already paid in advance, rent amount, being towards alternate accommodation of the said house and shop at above mentioned rates in favour of Owner No.1. Balance rent amount, if any, shall be paid by the BUILDER/DEVELOPER to the OWNERS on monthly basis as below.

a. An amount of Res 1,00,000/-(Rupees One Lakh Only) is paid on 22.07.2021 vide NEFT bearing UTR No.SBIN421203768013;

b. An amount of Rs. 12,000/-(Rupees Nine Lakhs Twelve Thousand Only)

vide Cheque, No.613663 dated 06.09.2021 from State Bank of India, Panaji Branch;

c. An amount of Rs.1,24,000/-(Rupees One Lakh Twenty Four Thousand Only) is paid vide NEFT dated 24.09.2021, bearing UTR No. SBIN421267603756;

8. That in case if the BUILDER/DEVELOPER fails to complete the proposed project on the Said Property on or before a particular date of completion as will be mentioned in the Goa Rera Registration Certificate which period will be normally calculated as 24 months with 8 months grace period from the date of execution of these presents and fails to hand over possession of the Said Flats/Unit allotted to the OWNERS within the stipulated time, the BUILDER/DEVELOPER shall be liable to pay rent as above with respect to the house at the rate of Rs.20,000/-per month and with respect to the Shop at the rate of Rs.12,000/- per month, till the handing over of the possession of the Said Flats/Unit unto the OWNERS.

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However, no rent shall be paid by the BUILDER/DEVELOPER if there is delay or if there is stoppage of work due to reasons/delay in granting water connection/electricity connection, issuance of Occupancy Certificate by the Concerned Authorities where in the delay has been solely on the part of respective departments or if there is stoppage of work occasioned by any Act of God, Force Majeure, any natural/unnatural calamities, pandemics such as present COVID-19 pandemic, restrained order from any Appropriate Authority or Judicial Body, defect in title, non-availability of raw material due to government orders and restrains; or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the BUILDER/DEVELOPER. Moreover, no rent shall be paid by the BUILDER/DEVELOPER, if the flats allotted are ready for possession, but OWNERS fails to take possession of the Said Flats/Unit on being intimated in writing by BUILDER/DEVELOPER.

9. The OWNERS shall permit the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall develop and construct the proposed residential cum commercial building at its own risk, cost and responsibility on principal to principal basis and not as agent of the OWNERS and the same shall be provided with amenities which are set out in the **Schedule-II** hereto.

10. The BUILDER/DEVELOPER shall be entitled to sell/transfer flats allotted to them to be constructed in the proposed construction of residential cum commercial building in the SAID PROPERTY, to any third party or to any prospective purchaser/s along with proportionate undivided share in the said property, without intervention of the OWNERS, in the name of its firm Rajdeep Builders, as owner, at such price as the BUILDER/DEVLOPER may thing fit and proper for such consideration, and the OWNERS hereby expressly give their no objection to the BUILDER/DEVELOPER to enter into such Agreement of Sale/Assignment/ Deed of Cancellation/Rectification or any other relevant Deed with the third party or with the prospective purchaser/s in respect to the sale of the proposed flats to be constructed in the proposed construction of residential cum commercial building in the SAID PROPERTY and to raise loans from any Bank or any institution and for that purpose to mortgage the said flat restricted to the flats allotted to BUILDER/DEVLOPER and to accept and retain consideration amount, loan sanctioned and disbursed amount in its favour, in its account being amount towards sale of the said flats, without any interference by the OWNERS and without requiring to get additional consent or permission from the OWNERS.

11. The OWNERS herein shall have an absolute right to sell the flats/shop along with proportionate undivided share in the said property, to be constructed by the BUILDER/DEVELOPER for OWNERS even before the work of construction

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of the flats allotted to BUILDER/DEVELOPER hereto is completed, however, with BUILDER /DEVELOPER as a signatory to the Agreement/Deed. The BUILDER /DEVELOPER herein shall also have an absolute right to sell the remaining flats in the residential cum Commercial building to be constructed by the BUILDER/DEVELOPER for itself even before the work of construction of the said flats/shops of the building of the OWNERS hereto is completed and receive price/consideration and all the other charges, with respect to the flats from prospective purchaser/s, issue receipts thereof and appropriate the same as the BUILDER/DEVELOPER shall deem fit and proper.

12. The OWNERS at their discretion may retain the Said Flats/Unit for their personal use or to sell the Said Flats/Unit to Prospective Purchasers. In case if the Flats/Unit are sold to Prospective Purchasers, the required stamp duty and registration fee, processing fee, GST and other taxes that may be levied by the Government and other incidental costs and expenses required for execution of respective the Agreement for Sale/Deed of Sale/ Deed of Rectification/Deed of Cancellation shall be borne by the Prospective Purchasers of the OWNERS and in such case BUILDER/DEVELOPER shall be a confirming party. In case if the Said Flats/Unit are retained by each Owner as per allotment as above, and if each Owner wish to hold an independent title for their respective Flat/Unit, in such case the required stamp duty and registration fee, processing fee, GST and other taxes that may be levied by the Government and other incidental costs and expenses required for execution of the respective Agreement for Sale, Deed of Sale, Deed of Rectification, Deed of Cancellation, Gift Deed, Transfer Deed or any other Deed/s shall be borne by the respective Owner without making BUILDER/DEVELOPER responsible to pay the same. In case of execution of such documents/deeds, BUILDER/DEVELOPER shall sign in a capacity as Developer. In any circumstance, that is whether the said flats/Unit are retained or sold by the OWNERS, the same shall be along with the proportionate undivided share in the said property.

13. The OWNERS hereby permits the BUILDER/DEVELOPER to consume the F.A.R hereby allotted by the OWNERS in favour of the BUILDER/DEVELOPER in the construction of the building containing Flats/Shop thereon and to sell the said flats/shops to prospective purchaser/s thereof on "ownership" basis along with proportionate share in the said property, at its own discretion and to utilize the proceeds thereof exclusively without any reference to the OWNERS, except as that of flats/shops allotted to OWNERS which shall be retained by the OWNERS. Any additional FAR that may incur on the Said Property after receipt of Occupancy Certificate for the Said Project, will be fully used by Plot Owners, at their own cost, for carrying out additional construction, if permitted as per government laws.

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14. All agreements made by the BUILDER/DEVELOPER concerning flats allotted to BUILDER/DEVELOPER of the building, with the prospective purchaser/s of flats/shops to be constructed by the BUILDER/DEVELOPER on the SAID PROPERTY shall be made by the BUILDER/DEVELOPER at its own cost, on its own account and at its own risk, the intention being that the BUILDER/DEVELOPER alone shall be liable to and responsible as the Promoter for all purchaser/s or parties as stated hereinabove. The OWNERS shall not be held responsible in any way for any civil or criminal liability which may arise on that account.

15. Claims of any person to whom flats/shop in the residential cum commercial building is agreed to be sold shall be settled by the Party who agreed to sell the flats/shops, without any liability or encumbrance to the SAID PROPERTY.

16. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the BUILDER/DEVELOPER as per the Real Estate (Regulation and Development) Act, 2016 ("RERA") relating to such development is brought to the notice of the BUILDER/DEVELOPER within a period of 5 (five) years by the OWNERS from the date of handing over of possession, it shall be the duty of the BUILDER/DEVELOPER to rectify such defects.

17. The BUILDER/DEVELOPER shall carry out construction on the SAID PROPERTY strictly in accordance with the approved plans and specifications sanctioned in respect thereof. The BUILDER/DEVELOPER shall indemnify and keep indemnified, saved, defended and harmless the OWNERS from and against any loss or damage suffered or incurred by the OWNERS due to any liability attaching on to the OWNERS as a result of the BUILDER/DEVELOPER committing any breach of the Development Control Regulations in force in Goa in the course of development of the SAID PROPERTY or as a result of any such construction carried out by the BUILDER/DEVELOPER on the SAID PROPERTY not conforming to the sanctioned plans and specifications.

18. The BUILDER/DEVELOPER hereby shall indemnify and keep indemnified the OWNERS against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against the BUILDER/DEVELOPER by any person or person on account of the BUILDER/DEVELOPER committing any breach of contract.

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19. The OWNERS do hereby assure the BUILDER/DEVELOPER that they have not created any THIRD-PARTY claims in the SAID PROPERTY and do hereby indemnify the BUILDER/DEVELOPER against any defect in title or any third-party claims that may arise and which shall be settled by the OWNERS at their own cost. If any litigation takes place due to any defect in the title of OWNERS or due to any third-party claim, such period of stoppage of work shall be excluded from the period of performance stipulated in the agreement.

20. The OWNERS hereby shall indemnify and keep indemnified the BUILDER/DEVELOPER against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against the OWNERS by any person or person with respect to the title of the SAID PROPERTY and in case of such happening, if the work of construction is delayed than the period of completion of construction shall automatically stand extended for such period of delay.

21. The OWNERS on execution hereof, has put the BUILDER/DEVELOPER in possession of the SAID PROPERTY, as and by way of license for the purpose of Joint Venture Development thereof in terms of these presents.

22. On execution hereof, the BUILDER/DEVELOPER shall be entitled to put up a board/hoarding on the SAID PROPERTY announcing/advertising the proposed housing scheme. The BUILDER/DEVELOPER shall be entitled to advertise the said scheme time newspapers or through any other media, including the right and authority to advertise and market specifically its share in the proposed building to be constructed by the BUILDER/DEVELOPER.

23. The BUILDER/DEVELOPER shall invest all money and other resources required for construction of the said residential cum Commercial building. All responsibility, costs, expenses, risk and liability for construction of the said residential cum Commercial building shall be solely of the BUILDER/DEVELOPER, including the following:-

a. Ensuring that every part of the Project is legal and for this purpose the BUILDER/DEVELOPER shall obtain all the permissions, licences, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc., from time to time, required by law for construction of the residential cum commercial building/s and everything that is necessary in this regard;

b. Procuring raw materials, labour and such other material as is required for construction of the residential cum commercial building;

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c. Engaging services of Architects, Engineers, Contractors, Labourers, Workers and other personnel as may be required for the purposes of construction of the residential cum commercial building and either through them or itself supervise the construction;

d. Ensuring that the construction of the residential cum commercial building is being carried out as per the approved plans and designs with good quality materials and particularly as per the specifications mentioned in **Schedule-II** of this Agreement;

e. Ensuring the responsibility and liability of labour and compliance with all the applicable laws and labour laws in case of any accident and liability.

f. Obtaining Completion/Occupancy Certificate for the residential cum commercial building;

g. Putting up a board or hoarding at the SAID PROPERTY displaying the details about the construction being undertaken and displaying the Permissions as required by law;

h. All and every other thing necessary for construction of the residential cum commercial building which is not expressly forbidden by or under this Agreement;

i. The BUILDER/DEVELOPER shall comply with all the labour laws and shall be responsible and liable for all claims made by workers under all or any law of acts and shall be liable to pay all or any amount that may be payable to labour or workmen.

j. All liability of suppliers shall be of BUILDER/DEVELOPER including liability of paying the CST or any other tax as applicable by the BUILDER/DEVELOPER.
k. The quality of construction of the flats/shops of the OWNERS shall be the same as per the quality of construction of remaining flats of the BUILDER/DEVELOPER.

24. MAINTENANCE

The BUILDER/DEVELOPER shall maintain said project for the consecutive period of 5 years from the date of issue of Occupancy Certificate by the Corporation of City of Panaji subject to below mentioned terms and conditions: -

(a) That the OWNERS shall be required to pay Maintenance Deposit amount with respect to 2 Flats i.e. Flat No. 501 and 502 and with respect to Shop No.01 on receipt of Occupancy Certificate from the Corporation of the City of Panaji before taking possession of the Said Flats. With respect to the other flats i.e. Penthouse (Flat No.601 & 701), Penthouse (Flat No.602 & 702) and Flat No.801, the OWNERS are exempted from paying Maintenance Deposit to the BUILDER/DEVELOPER. The prevailing Maintenance Deposit amount is finalized as Rs.7,00,000/-(Rupees Seven Lakhs Only) which is subject to Maintenance Deposit amount that will be finalized on receipt of Occupancy Certificate from the Corporation of the City of

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Panaji, as at the time of handing over of possession, there may be increase or decrease in the cost of maintenance. In such case maintenance deposit amount may vary accordingly and OWNERS and all the PROSPECTIVE PURCHASERS of flats whether of OWNERS or BUILDER/DEVELOPER shall abide by the same and will have to pay the Maintenance Deposit amount actually prevailing at that time and before taking possession of their respective flat/unit.

(b) The aforesaid maintenance deposit amount of shall be towards maintenance, service, maintenance and cleanliness of common areas of the building, such as Staircase, Lobby, Lifts, Service Areas, Stilt Parkings, Water Tanks, Water Pumps, Garden, External Paintings, providing of security service for the said project, etc. The OWNERS undertakes and binds to provide full co-operation to the BUILDER/DEVELOPER while undertaking maintenance of the common areas so much so that the OWNERS shall allow the BUILDER/DEVELOPER and or his agents, servants, managers etc., to enter their respective premises for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the BUILDER /DEVELOPER.

(c) Upon completion of term of five years as stipulated above respective OWNERS shall be able to exercise two options: <u>First</u> whether to continue with the maintenance services as provided by the BUILDER/DEVELOPER with further period of five years and <u>Second</u> whether to take over further maintenance services of the BUILDER/DEVELOPER. If the OWNERS chose to exercise <u>First</u> option of continuing with maintenance services then the OWNERS shall execute separate Maintenance Agreement with the BUILDER/DEVELOPER for period of further Five Years from the date of expiry of first Five Years period. If the OWNERS chose to exercise of the BUILDER/DEVELOPER then the BUILDER/DEVELOPER shall refund to the maintenance society Maintenance Deposit Amount taken from each flat owner.

(d) The OWNERS hereby bind and undertake to support the decision of the majority of the FLAT OWNERS in the said project, in exercising above mentioned options in clause (c) above and shall not be liable to deviate from the same at any cost.

(e) The BUILDER/DEVELOPER shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the respective Flat/shop Owners of the said project at any point of time after completing of five years from the date of the Occupancy Certificate with its sole discretion and without any interference or pressure from any of the Flat/Shop Owners, in case of non-cooperation by the Flat/shop Owners in any respect and in such event the Maintenance Deposit Amount collected from each flat/shop owner shall be refunded back to Maintenance Society.

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(f) If the BUILDER/DEVELOPER decides to hand over the entire responsibility of maintenance of the building to the Maintenance Society then in such event the BUILDER/DEVELOPER shall assist the Flat/shop Owners of the building for formation of Maintenance Society and all the Flat/shop Owners shall co-operate for the same and shall sign all documents, applications, forms, affidavits, declarations as required for such formation.

(g) That on completion of 10 years of providing Maintenance Services by the BUILDER/DEVELOPER, maintenance deposit amount collected from each Flat/shop Owner of the project shall become non-refundable.

(h) That Life time maintenance period with respect to amenities and services provided by the BUILDER/DEVELOPER shall be 25 years.

(i) If the BUILDER/DEVELOPER do not receive the maintenance amount with respect to the Said Flat from the OWNERS before taking possession of the Said Flats/Unit, on issue of Occupancy Certificate by Corporation of the City of Panaji, the BUILDER/DEVELOPER reserve the right to withhold the release of electricity connection and water connection to SAID FLATS/Unit, until the payment of maintenance deposit.

(j) During the period of Life time maintenance being carried out by BUILDER/DEVELOPER, the OWNERS having any maintenance related issues, shall be taken into consideration only if the same is in writing, signed and presented for deciding by majority of the flat owners to BUILDER/DEVELOPER. Any issues presented by the OWNERS without majority of the flat owners approving it in writing, shall not be considered as issue of general interest or concern.

(k) If the Plot-Owners decides to give the flats allotted to them on rent to any third person, Plot Owners shall intimate about the same in writing to the BUILDER/DEVELOPER, so as to decide and finalize on payment of Maintenance Deposit.

(1) The OWNERS undertake to coordinate with BUILDER/DEVELOPER and with their neighboring flat owners while the BUILDER/DEVELOPER undertake to carry out repair work with respect to the Said Flat or with respect to the neighbors' flat wherein there is connectivity in the two flats. e.g in case of any leakage in the toilet below the Said Flat, which leakage is generated from the Said Flat, the OWNERS shall allow the Maintenance team of BUILDER/DEVELOPER to enter the Said Flat, on being intimated to them in writing, in advance, so as to expeditiously repairs the said leakage.

(m) The prevailing Maintenance Deposit amount is finalized as approximate Rs.7,00,000/-(Rupees Seven Lakhs Only) which is subject to actual Maintenance Deposit amount that will be finalized on receipt of Occupancy Certificate from the Corporation of the City of Panaji, as at the time of handing over of possession, there may be increase or decrease in the cost of maintenance. In such case

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maintenance deposit amount may vary accordingly and the OWNERS and the Prospective Purchasers of flats in the said proposed project shall abide by the same and will have to pay the Maintenance Deposit amount actually prevailing at that time and before taking possession of their respective flat/unit.

25. That BUILDER/DEVELOPER shall before starting the work of furnishing of the Said Flats allotted to OWNERS, send a written reminder to the OWNERS for payment of Maintenance Deposit Amount with respect to their abovementioned flats. In case if at that time PLOT OWNERS are unable to pay the Maintenance Deposit amount to the BUILDER/DEVELOPER, in such event, the BUILDER/DEVELOPER shall reserve the right to reduce on the Furnishing Items for the Said Flats.

26. FORMATION OF ENTITY

(a) The FLAT/SHOP Owner or the person to whom the FLATS/Shop are sold, let, sub-let, transferred, assigned or given possession of shall be governed, observed and complied with all bye laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

(b) The FLAT/SHOP OWNERS hereby agrees and undertakes to be a member of ENTITY to be formed in the manner herein appearing and also from time to time agree to sign and execute all applications, Deeds, papers required for registration and for membership necessary for the formation and the registration of the ENTITY/"Maintenance, Society" in the Project name and hand over to the BUILDER/DEVELOPER the same within 10(ten) days of the same being intimated by the BUILDER/DEVELOPER to the FLAT/SHOP OWNERS.

(c) No objection shall be taken from the FLAT OWNERS if any changes or modifications are made in the byelaws or rules and regulations framed by the entity as may be required by any competent authority.

27. WARRANTY (APPLICABLE ON FULLY FURNISHED FLATS)

The BUILDER/DEVELOPER shall provide Five Years Warranty on equipments provided for fully furnished Flats from the date of issue of Occupancy Certificate by Corporation of the City of Panaji, which will be described more fully in a separate warranty card/letter head that will be provided to the OWNERS at the time of handing over of possession of SAID FLATS to the OWNERS on obtaining Occupancy Certificate. Said Warranty Card/Letter Head shall be non-transferable to third party; however, any third party may approach the BUILDER/DEVELOPER for availing such Warranty on such terms and conditions as will be set out by the BUILDER/DEVELOPER. Moreover, if the FLAT OWNERS decides to rent out the Said Flat to Third Party, in such case, FLAT OWNERS shall give prior written

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intimation of the same to the BUILDER/DEVELOPER so as to protect their flat WARRANTY and to enable BUILDER /DEVELOPER to explain the Warranty and Maintenance process to their Lessee which shall be explained by the Warranty Department of BUILDER /DEVELOPER. In case if FLAT OWNERS fail to intimate the BUILDER /DEVELOPER of the same, in that case the Flat Warranty of the FLAT OWNERS shall stand automatically cancelled and BUILDER/DEVELOPER shall not be responsible to adhere to Warranty calls and complaints received from the said Lessee or FLAT OWNERS. The total Warranty period provided by the BUILDER/DEVELOPER shall not extend beyond the five years from the date of issuance of Occupancy Certificate from Corporation of City of Panaji.

Semi Furnished flats shall be eligible for 5 years warranty on structural defects, if any, as per Real Estate (Regulation and Development) Act, 2016 **("RERA")** from the date of Occupancy Certificate by Corporation of the City of Panaji.

28. Each party shall be bound to sign all the papers and documents and do all the things and matters as may be required from time for safeguarding, *interalia*, the interest of each of the parties or give full effect to the intentions of parties as disclosed in this Agreement.

29. CHANGES:

a. In case if the OWNERS are desirous of carrying out any additions, alterations or changes to the SAID FLATS/UNIT to be allotted to them, they shall intimate in writing to the BUILDER/DEVELOPER about the same well in advance and if the changes are within the purview of building rules and regulations and are possible to be done by the BUILDER/DEVELOPER after considering stage of construction of the Building, the BUILDER/DEVELOPER shall carry out such work/changes provided the OWNERS pais in advance, the extra cost in respect thereof, as per the rates quoted by the BUILDER/DEVELOPER and accepted by the OWNERS.

b. The OWNERS and Prospective Purchasers of the Owners and of the BUILDER /DEVELOPER shall not, under any circumstances, change the outer look of the building which shall have uniformity as per approved plan and scheme provided by the BUILDER/DEVELOPER. The OWNERS and the prospective PURCHASERS shall also not be entitled to make any external changes to the flats/Unit allotted or purchased that will affect the uniformities of the building with respect to its look, colour, grills etc. If the OWNERS and the prospective PURCHASERS violates this provision then the cost of restoration shall be paid by them to the BUILDER/DEVELOPER.

c. It is agreed by and between the parties that the furnishing of the Flats shall be done by the BUILDER/DEVELOPER as per regular standard designs and quality as was shown in Demo Flat. However, if the OWNERS need changes to be

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done in furnishing at a standard higher than the regular designs and quality, the same shall be carried out by BUILDER/DEVELOPER, with prior written letter received from the OWNERS and provided that OWNERS shall pay the differential amount to the BUILDER/DEVELOPER before raising Order for the regular standard designs and quality.

d. The OWNERS do hereby expressly consent/s to any change/ alterations, if necessary, at the instance of competent Authority, Architect, Engineer or for the purpose of better planning or due to technical reasons and the BUILDER/DEVELOPER shall not be required to take any further permission of the OWNERS for the same and this provision shall be considered as a consent in writing from the OWNERS as is required by the law.

30.POSSESSION

Once the flats/shop allotted to OWNERS are ready for Delivery of Possession, the BUILDER/DEVELOPER shall inform to the OWNERS in writing calling upon the above OWNERS to take possession of their allotted flats/shop and to complete all formalities in respect thereof within 30 days from the date of receipt of the said letter and handover the said flats/shop to OWNERS. On delivery of possession of the flats allotted to OWNERS, OWNERS shall be liable to pay electricity charges and house tax charges with respect to the flats allotted to OWNERS, whether such flats are retained by OWNERS for themselves or whether they have reserved the said flats to be sold to prospective purchasers.

31. That after taking possession of the flats/shop the OWNERS agree to abide by the following terms and conditions:

a. The said OWNERS shall maintain the flats/shop in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the building in which the flats/shop is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the flats/shop is situated or any part thereof without the consent of the local authorities and without consent of BUILDER/DEVELOPER.

b. The said OWNERS shall not store in the flats/shop any goods which are of hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of the building in which the said flat is situated or storing of goods is objected by the concerned local or other authority and shall take care which carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flats/shop is situated, including entrances of the building and in case any damage is caused to the building or to the flats/shop on account of negligence or default of the OWNERS, the OWNERS shall be liable for the consequences of the breach.

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c. The said OWNERS shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said project land, said building, and flats/shop, whereby high premium shall become payable in respect of the insurance.

d. Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the flats/shop in the compound or any portion of the project land and building on which the said flat is situated.

e. The OWNERS shall use flats only for residential purpose.

f. The OWNERS agree that no pets or any other animals will be allowed to keep in the vicinity of the building or in the flats/shop constructed on said project.

g. Not to use flats/shop for any illegal or immoral purpose.

h. Not to cause hindrance and nuisance to the owners and occupiers of the neighboring Flats.

i. Shall assist and not object to the formation of Maintenance Society or Entity of the building for the proper maintenance and up keeping of the said building.

j. To adhere to all rules, Regulations and Resolutions of the society or body formed.

k. Not to park car in the parking slot other than the one allotted to them.

1. Not to park visitors' cars and two wheelers in the parking slots allotted to other flat owners.

m. The OWNERS shall under no circumstances, carryout any structural alterations in or to the flats/shop.

n. The OWNERS shall under no circumstances block the open spaces, common areas, bassages and staircases in the said building. Likewise, the internal access roads in the said building scheme shall always be kept open and unobstructed.

o. It is agreed by and between the parties that the Top Terrace above eighth floor of the said Residential Building is not for common use. The said top terrace is exclusively for maintenance purpose, for maintenance to be done by Maintenance Department of Rajdeep Builders/Maintenance Society to be formed with respect to the Said Building.

p. The OWNERS shall pay the house tax and electricity bill with respect to the flats/shop from the date of taking possession of the flats/shop. If a written intimation is sent by Email or by Registered AD or by Hand Delivery by BUILDER/DEVELOPER requesting to take possession of the Said Flat, and if the OWNERS for any reason, whatsoever, are not able to take possession within the stipulated time, the OWNERS shall, in such circumstances, still be responsible to pay the electricity bill and house tax with respect to the flats/shop from the date of such written intimation. The BUILDER/DEVELOPER normally cleans the flats/Shop before handing over possession of the flats/shop to OWNERS. If the

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OWNERS fail to take possession of the flats/shop on intimated date, the BUILDER /DEVELOPER shall not be responsible to clean the flats/shop again at later date.

32. The OWNERS shall not at any time ask for Partition and/or division of the undivided share in the said Property and shall enjoy and possess the undivided share in the Said Property corresponding to the flats/shop. The OWNERS shall not claim or demand any right over the spaces or areas adjacent to the flats/shop and such extra spaces and areas shall always be the property of the BUILDER/DEVELOPER for maintenance purpose.

33. Each party shall be bound to sign all the papers and documents and do all the things and matters as may be required from time for safeguarding, *interalia*, the interest of each of the parties or give full effect to the intentions of parties as disclosed in this Agreement.

34. TERMINATION

The OWNERS shall be entitled to terminate this agreement in the following circumstances:

i) The BUILDER/DEVELOPER does not commence the actual construction of the Project within one-year (12) months from the date of signing and execution of these present Agreement.

ii) The BUILDER/DEVELOPER abandons the Construction of the Project after commencement for continuous period of 9 months or more from the start of project.

35. That on execution of these presents, the BUILDER/DEVELOPER and their representative nominees, assigns shall be entitled to enter upon this SAID PROPERTY demolish old houses, structures, if any, and demarcate the land, excavate, fill and commence and execute construction work thereon and to do all that is required for efficient development work and total compliance of this agreement.

36. All letters and/or notices sent or issued by the BUILDER/DEVELOPER to the OWNERS and by the OWNERS to the BUILDER/DEVELOPER shall be sent by Registered post with acknowledgement due, to their respective addresses as mentioned in this Agreement unless a change in address is communicated to each other in writing and in that case the letters and/or notices shall be sent to each changed addresses.

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37. The parties have agreed that the name for the scheme of Residential cum Commercial building to be constructed in or upon the SAID PROPERTY shall be known as **"RAJDEEP VIVENDA DE DINIZ"**.

- **38.**This Joint Venture Development Agreement do not contravene the provisions of FEMA.
- **39.**That the said property on which the said building is to be constructed is non-agricultural.
- **40.**That the remittance in the present Joint Venture Development Agreement is done through banking channels in Goa.
- 41.Both the parties are entitled for specific performance of this agreement.
- **42.**Any dispute of differences if any arises between the parties the same shall be tried with the jurisdiction of Panjim Courts.

43. Being a Joint Venture Development Agreement involving exchange of land for a constructed area, under construction value of the Saleable built up area, admeasuring 1046sq.mts, to be allotted to OWNERS, is calculated as Rs.2,61,50,000/-(Rupees Two Crores Sixty One Lakhs Fifty Thousand Only) and market value of the Said Property is calculated as Rs.95,70,000/-(Rupees Ninety Five Lakhs Seventy Thousand Only). Thus combined value of Saleable built up area and market value of Said Property amounts to Rs.3,57,20,000/-(Rupees Three Crores Fifty Seven Lakhs Twenty Thousand Only).

44. Accordingly, 2.9% Stamp Duty amounting to Rs.10,35,900/-(Rupees Ten Lakhs Thirty Five Thousand Nine Hundred Only) and 3% Registration Fee amounting to Rs.10,71,600/-(Rupees Ten Lakhs Seventy One Thousand Six Hundred Only), is paid herewith and is borne by the BUILDER/DEVELOPER.

SCHEDULE- I

(DESCRIPTION OF THE SAID PROPERTY)

ALL that PROPERTY known as CARANZALEM or MITRA, situated at Caranzalem, State of Goa, admeasuring 638sq.mts., situated within the Local limits of Corporation of the City of Panaji, District of North Goa, Tiswadi Goa, and registered in the Land Registration Office of Panaji Goa under No.11246, at pages171 V of the Book No.B-29(New) and enrolled in the Land Revenue Office Under Matriz No.227, 228, 230, to 236, 238 to 256, 1067,1072,1205 to 1208 and

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Surveyed Under Chalta No.24 & 25 of P.T. Sheet No.164 of City Survey Panaji the PROPERTY is bounded as under:

North: By Chalta No.14-B of PT Sheet No.164 South: By Chalta No.26 of PT Sheet No.164

East: By Road

West: By Chalta No.77 of PT Sheet No.164

SCHEDULE- II

(SPECIFICATION OF BUILDING AND OF FULLY FURNISHED FLAT)

i) THE STRUCTURE:

It is RCC structure with external walls upto the plinth in laterite stone masonry and the external walls in supper structure shall be 23cm thick in laterite stones. The external plaster will be double coat and sand faced cement plaster furnished with two coats of cement paints along with primer. The internal walls shall be in bricks of 10cm thick. The internal plaster for walls and the ceiling shall be single coat cement plaster with 3 coats of good quality paint.

ii) MAIN SAFETY DOOR:

Stainless steel safety Gate for main door.

iii) DOORS AND WINDOWS:

The main door shall be of teakwood frame with teak wood paneled finished with polish. All the remaining doors shall be marine ply, factory processed panel. All windows will be of aluminium frames with rolling shutters of glass.

iv) SAFETY GRILLS:

Safety Fabrication Gills will be provided uniformly to all flats.

v) CEILING:

POP Ceiling with LED Lights will be provided in all rooms.

vi) FLOORING:

Living room, kitchen and bed room will be provided with good quality vitrified tiles. Bathroom flooring shall be anti-skid tiles of good quality and tiles fitting shall be upto full height. All bathroom fittings and sanitary fittings shall be of premium class quality.

vii) SANITARY AND TOILET FITTINGS:

All equipment will be provided with premium plus quality fittings, such as Cera or equivalent.

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SPECIFICATIONS OF FULLY FURNISHED FLATS

- 1. Wallpaper in living room.
- 2. P.O.P. with LED lights which reduces electricity consumption by min 50%.
- 3. Havells Brand ceiling fans in all rooms. (Brand subject to availability).
- 4. Five-seater Sofa Set with bottom storage & Centre table.
- 5. T.V wall stand with drawers in living room.
- **6.** Modern kitchen with cabinets, ladder with cabinet & 2 exhaust fans in kitchen.
- 7. Dining table with Glass Top or Granite as per area convenience, with four Teak Wood Chairs manufactured by **Rajdeep Interior Firm.**
- 8. Wardrobes with side unit, Beds with storage Hydraulic System in all bedrooms manufactured by **Rajdeep Interior Firm.**
- 9. Granite sit-out cabinet with bottom storage in all Bedrooms.
- 10.Daikin brand AC of 1.5 Ton installed in all the bedrooms (Brand subject to availability).
- 11. All bathrooms are provided with Geyser & Exhaust Fan.
- 12.Dressing Mirror in all bedrooms
- **13.**Provision for Installation of Tata Sky connection in all the flats. Installation to be done by flat owner on his/her own. So also Package and other services to be subscribed & paid by the Flat Owner on his /her own with local dealer.
- **14.**Metal steel grills (MS) fixed to all flat windows for safety purpose which also maintains uniformity of the building.
- 15. Shop, allotted, shall be unfurnished shop

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the date aforementioned in the presence of the undersigned witnesses.

Carolina Po

SIGNED, SEALED AND DELIVERED BY OWNER

Carolina Po

MRS. CAROLINA PO for Self and as POA Holder for Owners No. 2,3, 4, 5,6 & 7 L. H. T. I.

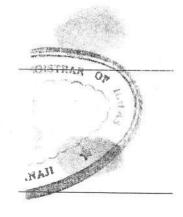


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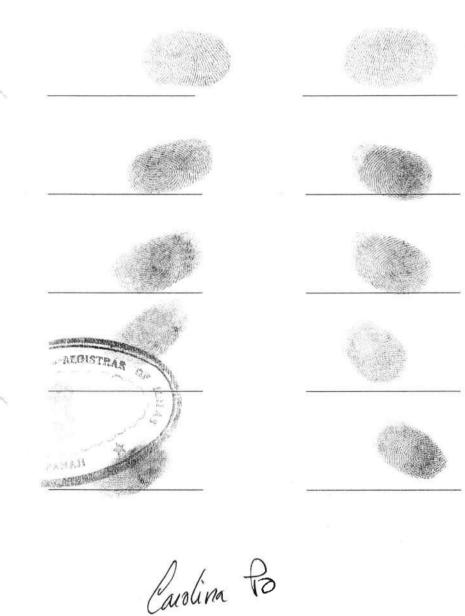


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SIGNED, SEALED AND DELIVERED by the within named "BUILDER/DEVELOPER" RAJDEEP BUILDERS, through Proprietor **RAJESH TARKAR for self and POA** PARAI holder for CONFIRMING PARTY

L. H. T. I.

R. H. T. I.



WITNESSES:

1. NAME FATHER'S NAME AGE MARITAL STATUS OCCUPATION ADDRESS

- Mr. Chandan Chandrakant Parab
- Mr. Chandrakant Parab
- 26 years :-
- Unmarried :-
- Service ;-

:-

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H.No.143/1, Madhalawada Sal, Bicholim Assonora North Goa-Goa 403503

SIGNATURE :-

2. NAME

SIGNAT

RE

Z. NAME	:-	R1
FATHER'S NAME	:-	М
AGE	:-	43
MARITAL STATUS	:	М
OCCUPATION	:-	Se
ADDRESS	:-	H

- Mr. Ajay Salgaonkar
- Ar, Babli Salgaonkar
- 3 years
- farried.

:-

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- Service
- H.No.S/74, Yashodi Niwas, Verem Reis Magos Goa.

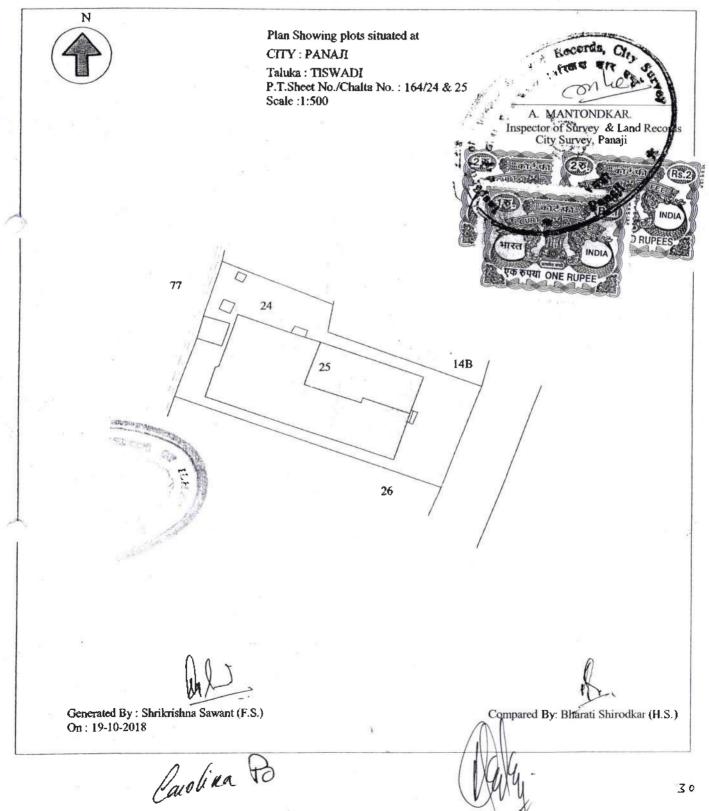
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GOVERNMENT OF GOA Directorate of Settlement and Land Records

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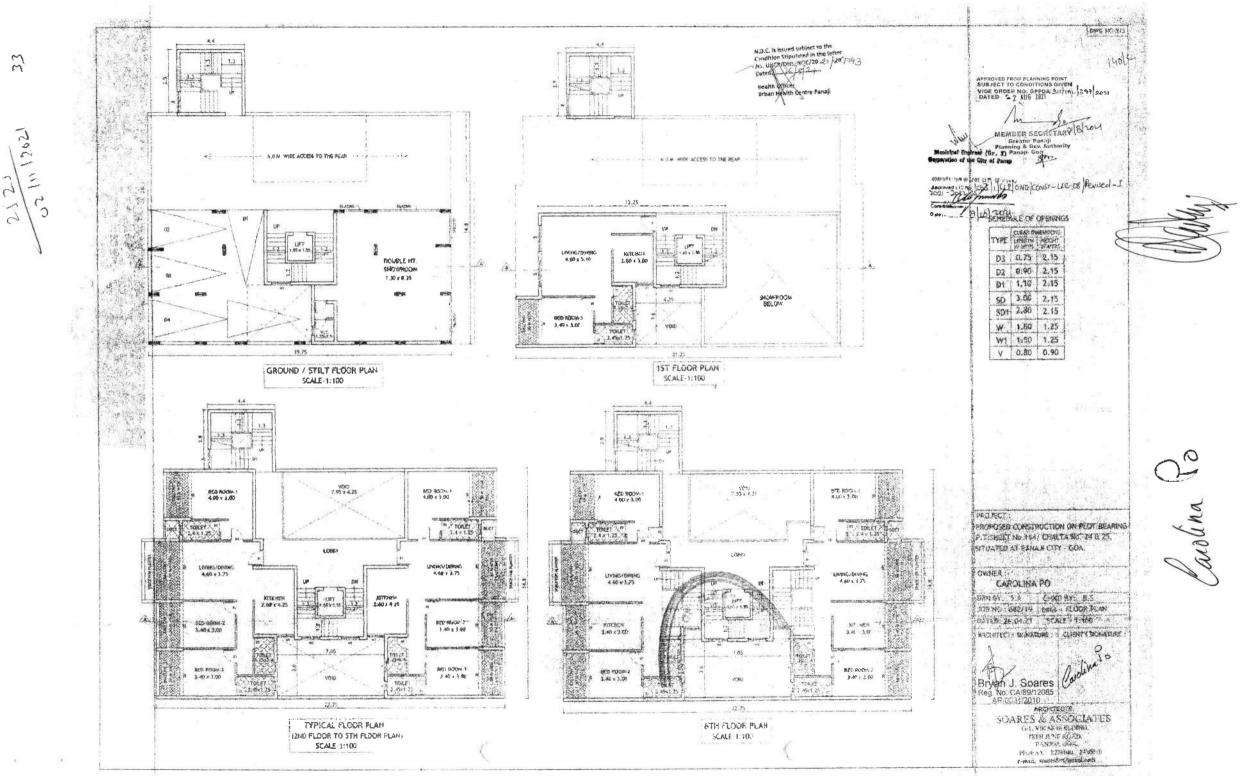
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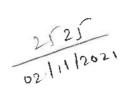
30.0 15 GROUND/STIL PROPOSED/REVISED B.U.A = 94.40 m2 APPROVED B.U.A TOTAL B.U.A (app+pro.) = 2138.40 m2 7TH FLOOR STH FLOOR 4TH FLOOR -----**6TH FLOOR 3RD FLOOR** 2ND FLOOP AREA STATEMENT :-151 FLOOR FLOORS TOTAL FLOOR PARKING PROVIDED = 5 + 10 COMMERCIAL = 75.90 / 50 PARKING REQUIRED = 12 + 2 CAR PARKING :-FLATS = 12 nos. TOTAL B.U.A STARS/LAFT | BALCONY | PASSAGE | TERRACE | PARKING (sq.m.) condition Stip and in the letter No. UHCR/DHS/NOC/2021 -201043 2133,40 283.80 21/3.30 144,30 274.00 283.80 283.80 104.20 171.70 N.O.C. is issued whield to the 284.00 urbay/Health Centre Рапар Health Dared = 2044.00 m2 PERMISSIBLE ADDITIONAL 7.5% AREA = 1276.0 x 0.075 = 95.70 m2 (3q.m.) 388.25 26.10 43.40 47.80 47.80 46,10 46.10 4.10 38.35 14.10 = 15 car = 14 car = 2 car = 12 car 277.35 12.30 18.00 42.60 42.60 42.30 42.30 約.法 (sq.m.) ((sq.m.) | (sq.m.) | (sq.m.) 4.95 0.00 AREA FREE OF F.A.R. 0,00 0.00 10.00 0.00 0.50 0,00 0,00 0.00 0.00 0.00 D AREA WADER ROAD WERENING C NET ALOT AREA h APPROVED COMERAGE (I/c) AND CONSIDER TO ADEA a PLOT AREA d PERMISSIBLE CONSAED AREA (40%) 酒 F.A.R CONSIMED (Va) EDSTING AREA TO BE DEMOLISHED APPROVED F.A.R PROVESSION F.A.R 9,00 33.60 0:00 0.00 0.00 0.00 0.00 33.00 998 0.08 AREA STATEMENT 69.70 0,00 0.00 0.00 6.00 0.00 6.00 0.08 69.70 1 1370.10 9.00 DATED A. 2 AUG 102 - 2024 SUBJECT TO CONDITIONS GIVEN F.A.R ADDITIONAL (sq.m.) F.A.R 7.5% 1.00 183.60 195.40 125.40 GROSS F.A.R 193:60 195.40 66,96 195.40 75.90 Greater Panaji Plunning & Dev: Authority Panaji- Goa MEMBER SECRETARY 60.00 2 唐 LESS 13.60 95.20 14-40 13.60 13,60 13.60 13.60 13,60 0.00 0.00 39.91 X 1274.90 m2 319.00 m2 1276,00 m2 242.00 102 605.00 m2 638.00 m2 33.00 m2 .90 NET F.A.R (sq.m.) 1274.90 181.80 60.041 131.80 121.30 -----180.00 08.181 61.80 75.90 The state COMPOST PIT 7'61 SPACE FOR 京都進 STREET PROPOSED REVISION ON PLOT BEARING PLT SHEET No. 5641, CHALTA No.-34 & 25, SIDUATED AT PRIVALICETY - GOA. APPROVED COMP.WALL REFER NO.- LIC No. 401/11/CCP/ENG/COHST-LIC-08/2020-2021/31 REFER NO.- GPPDA/311/1AL/767/20, DATED-03/01/2020 DATED: 26.04.21 DRIVEY S.A. CHUDEY 65 JOB NO : 682/19 | BRCS - FLOOR PLAN 9.3 -CHINER 1-16.2 -SUMP BLET: CAROLINA PO SITE PLAN SCALE-1:280 SCALE - 17:100, 19:250 8 3 ACCESS TO 100 EXISTING BUILDING TO BE DEMOLISH TO SERVACE LINE TO 10/10/2021 PLOT LINE R/W LINE-21.9 Bryan J. Soates Reg. No. CAI89/12085 AR/C031/2010 ARCHITELT'S SIGNATURE : TELEDATE SIGNATURE : 30 SOARES & ASSOCIATES seein-14.7 r.) Server pide 17.5 C-RIST SCALESSING RELATION PELFAX 1810 MUNEMONDS - PANARAHAA EXISTING ROAD Stanlopal Engineer (Gr. 1) 201 1228040 2430030 mion of the City of Pane MUCKA PROPOSED 15.0 M NG. WIDE ROAD Callansi-Lila DWG NO-1/3 aSa i.t. Carolina Po

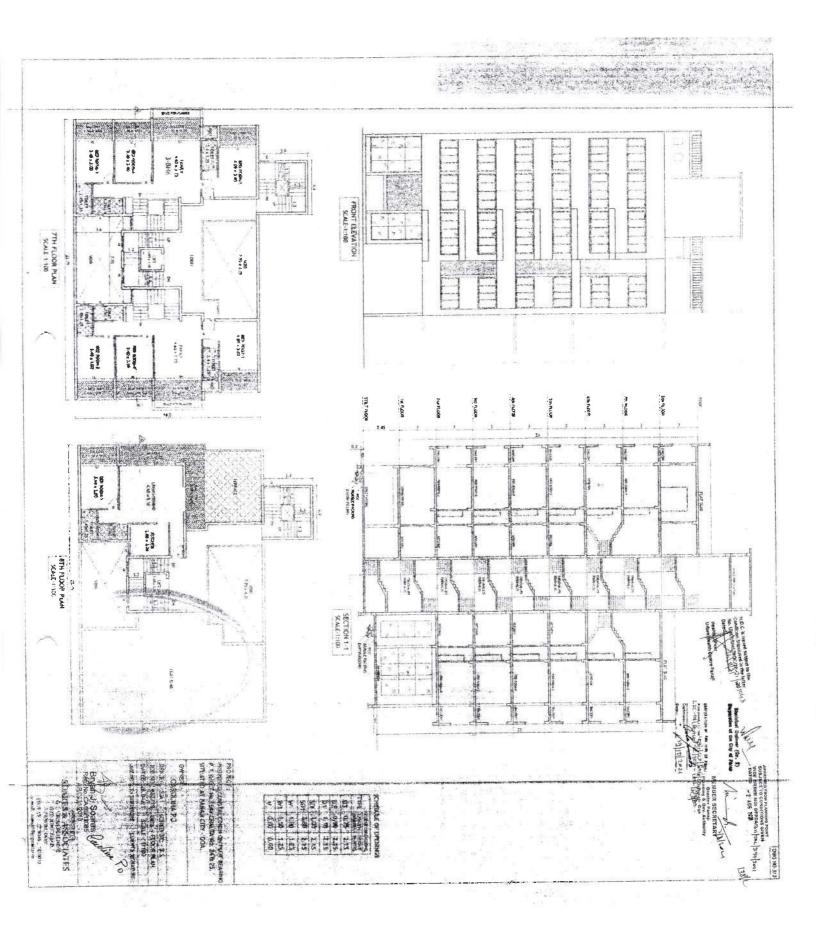
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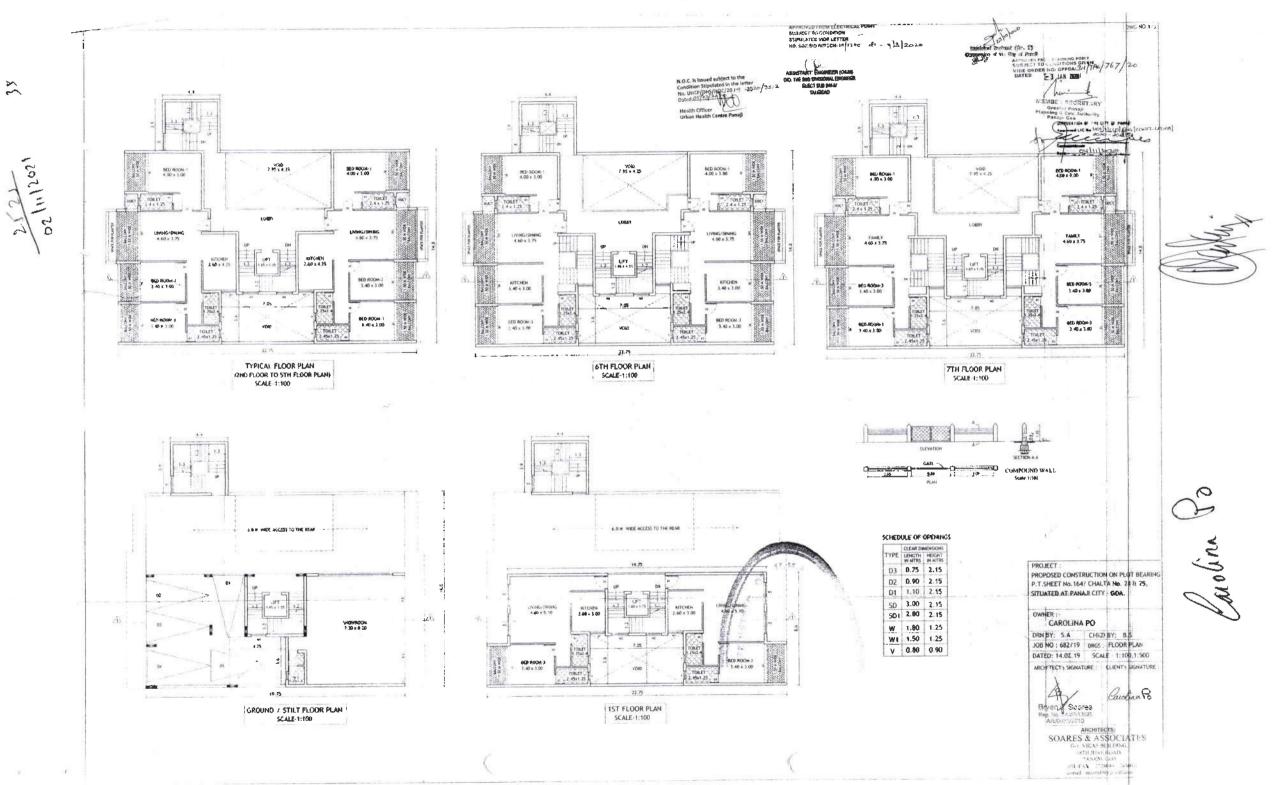


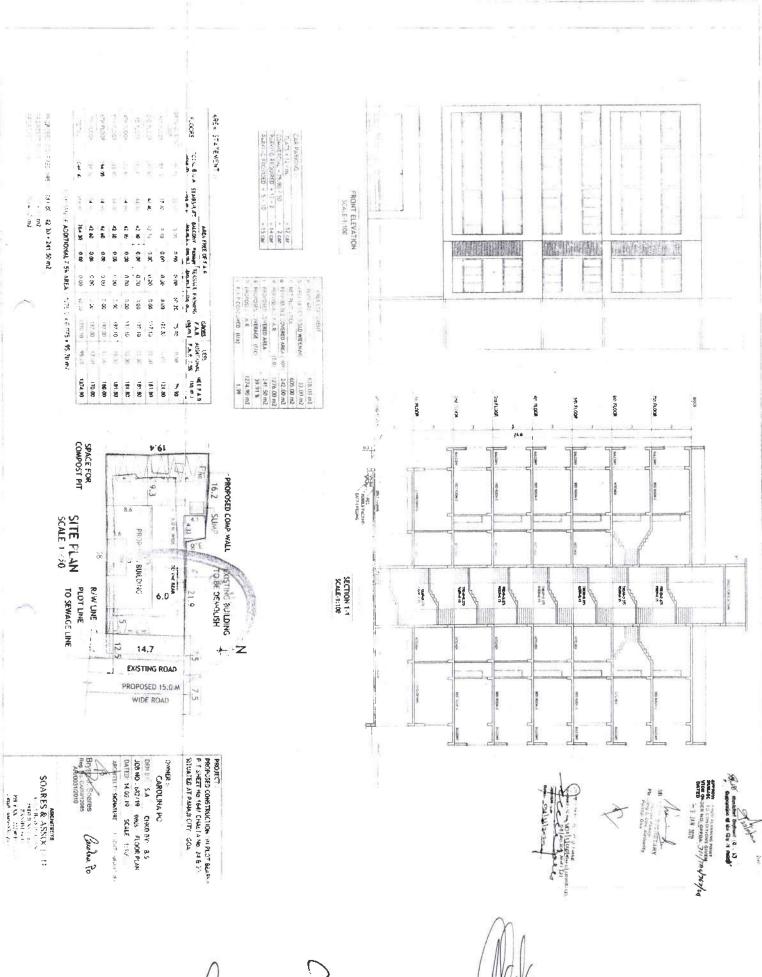


Carolina Po



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43 unumper Bechury (de. 2) Binster Bi ¢.61 5.61 SITE PLAN BEFORE AMALGAMATION SITE PLAN AFTER AMALGAMATION 16.2 16.2 P.T.S No-164 / CH.No-24 SCALE -1:250 SCALE -1:250 P.T.S No-164 / CH.No-24 & 25 AREA TO BE AMALGAMATED = 638.00 m2 8.5 38 8.8 P.T.S No-164 CH. No-25 00 Z Z R/W LINE-21.9 R/W LINE 21.9 14.7 14.7 EXISTING ROAD EXISTING ROAD PROPOSED 15.0 M PROPOSED 15.0 M WIDE ROAD ×EB DE ROAD OIO, THE SUB DIVISIONAL ENGINEER ASSISTANT ENGINEER (O&M) NO. SDE/SID WITECHA IN I'M THE STIPULATED VIDE LETTER SUBJECT TO CONDITION APPROVED FROM ELECTRICAL POINT C TOTAL AREA TO BE AMALGAMATED D. PLOT AREA UNDER P.T.S No-164 / C.No-25 84.00 m2 a PLOT AREA UNDER P.T.S No. 164 / C.No. 24 554.00 m2 ELECT SUB DIVIN TALEIGAO AREA STATEMENT : #+ 5 7 2 2a Condition Stipulated in the letter No. UHCP_DHS/NOC/2017 -20 2 Dated_C2/22/32/17 N.O.C. is issued subject to the Urban Health Centre Panaji Paulth Officer(DATED: 14,02.19 SCALE 1:250 DEN BY: S.A CHKD BY B.S 5346 - 61/286 : ON 805 No. 24 & 25, STUATED AT PARALI CITY-GOA Rec 3 PLOT BEARING P.T. SHEET NO. 1647 CHALTA OWNER :-PLAN SHOWING THE AMALGAMATION ON PROJECT : ARCHITECT'S SIGNATURE : CLIENT'S SIGNATURE SUARES & ASSUCIATES GUVRASHEDBU CAROLINA PO APPROVED FROM PLANNING PONT SUBJECT TO CONDITIONS GIVEN VIDE ORDER NO: GPPDA 31 / H) /72 / DATED - 3 JAN 2020 Greater Panaji Planning & Dev. Authority Pannji- Goa MEMBER SECRETARY ASTRACTION AND ASTRACT 503163 ARCHITEGTS. 638.00 m2 Anone Lice (Val) (Table 2021 11111 7 2020/3512-(aug) maro X + K DWG NO-373 PLAN 202 + Carolina Po

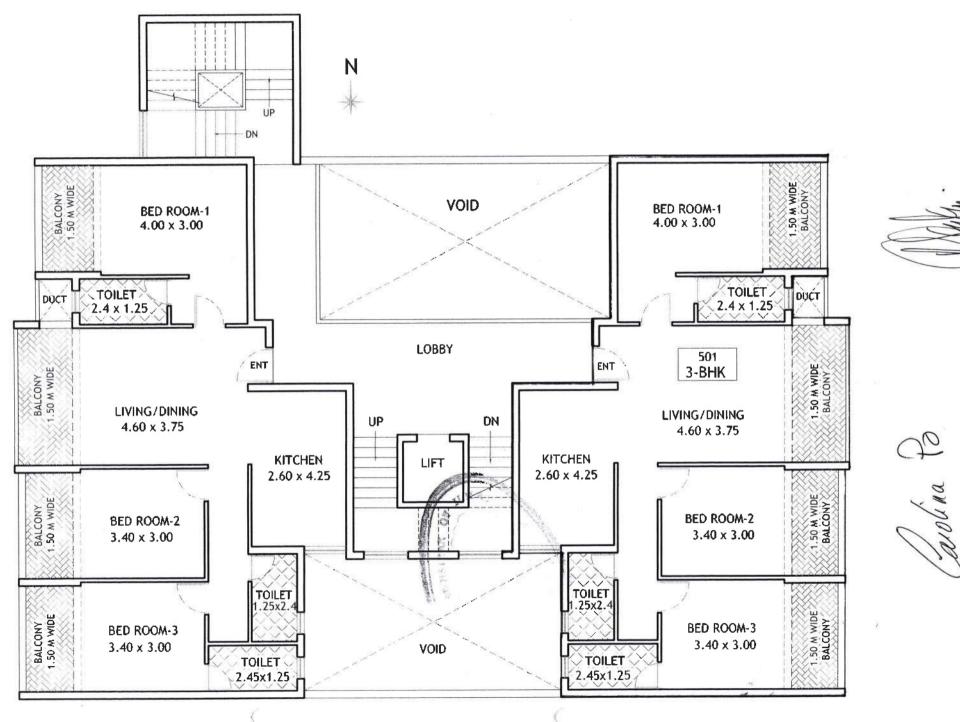
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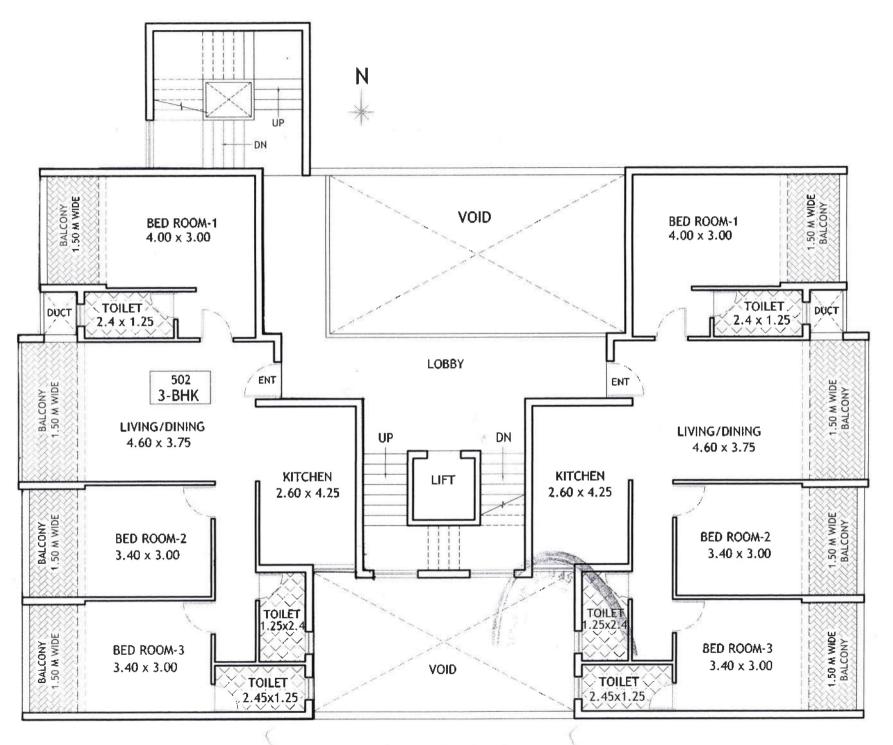


5th FLOOR PLAN



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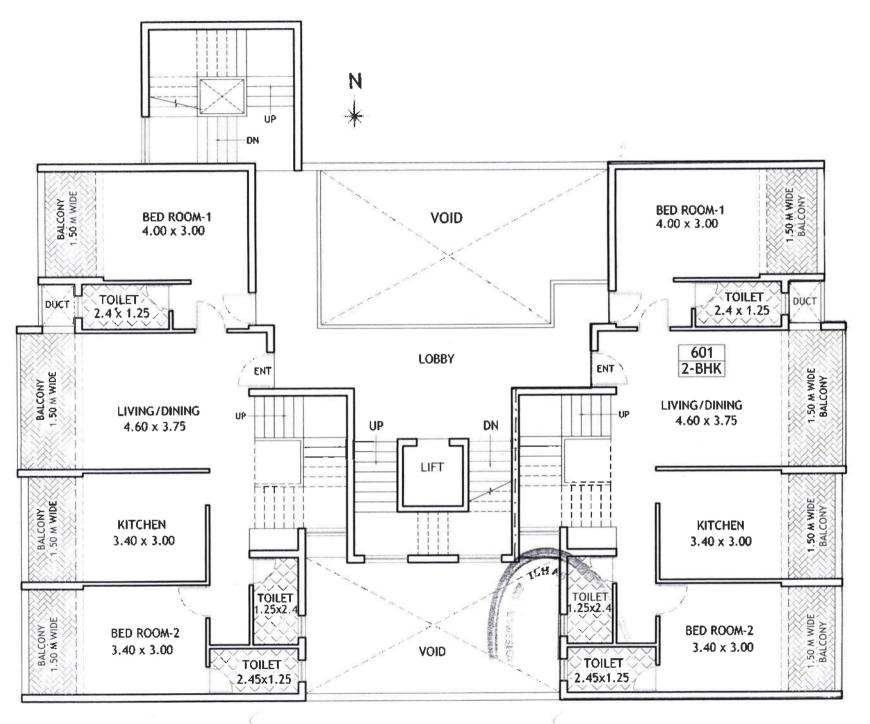
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5th FLOOR PLAN

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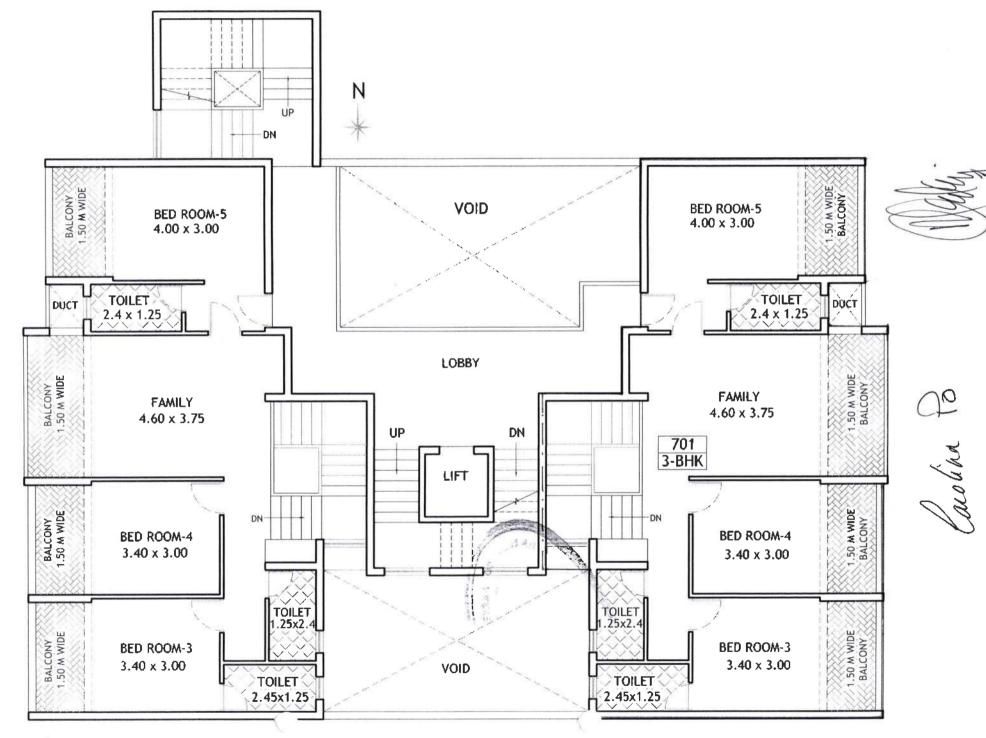


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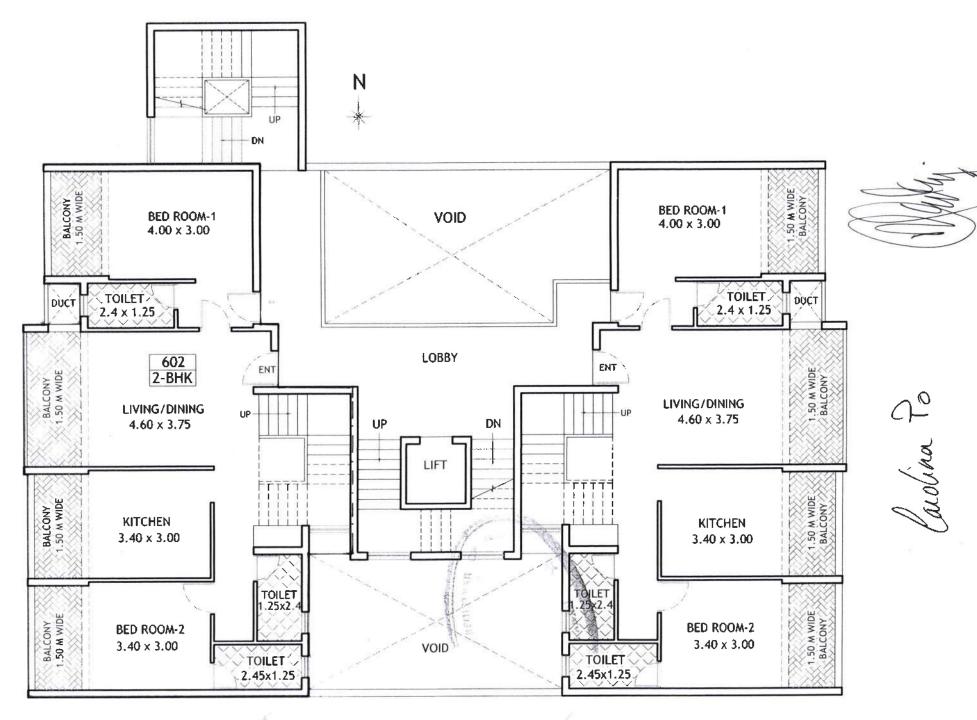
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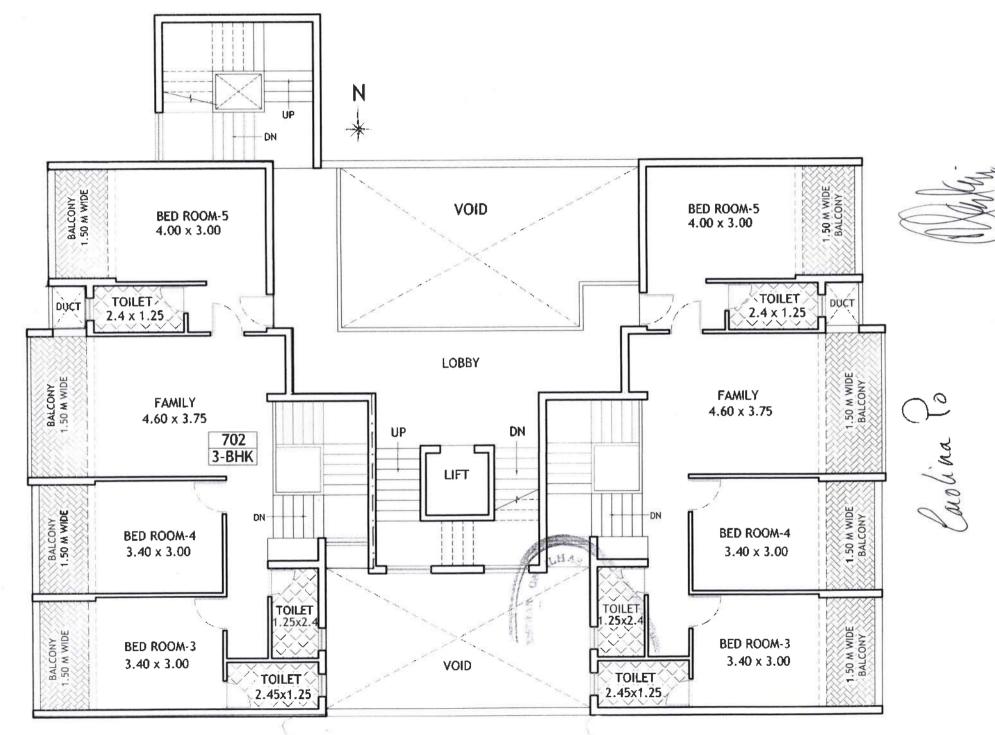
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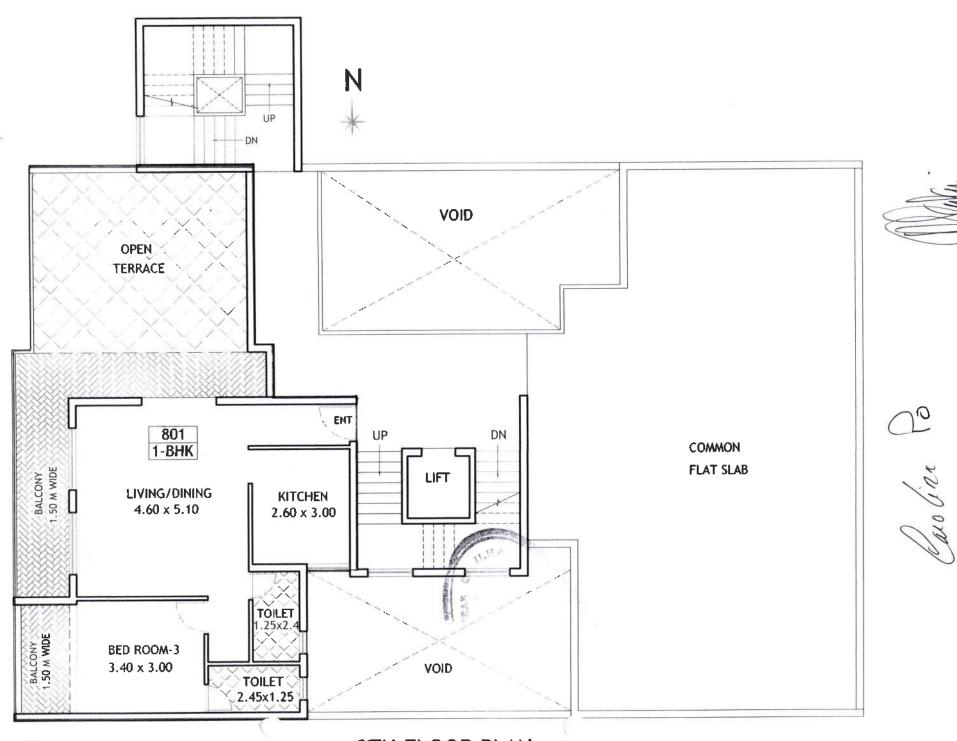


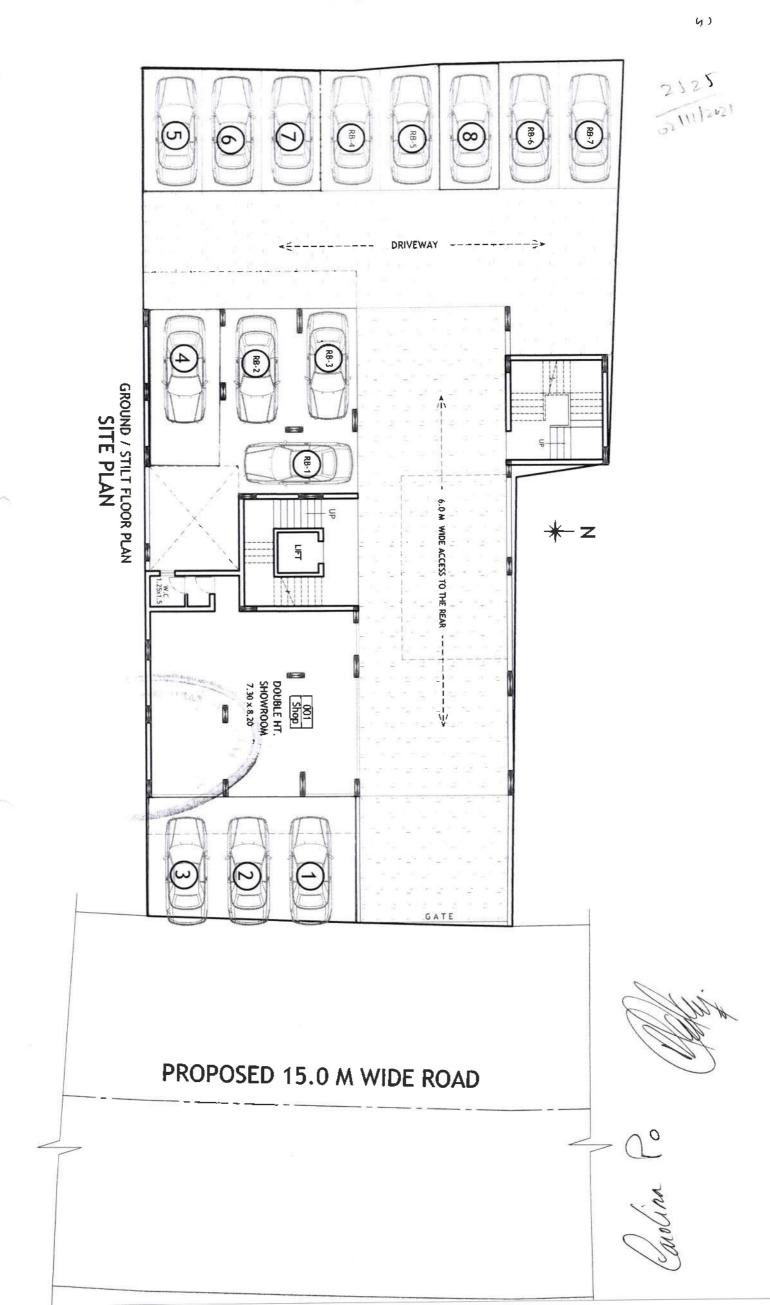
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Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 02-Nov-2021 01:16:20 pm

Document Serial Number :- 2021-PNJ-2525

Presented at 01:03:29 pm on 02-Nov-2021 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps	
1	Stamp Duty	1035900	
2	Registration Fee	1071600	
3	Processing Fee		
	Total	2109840	

Stamp Duty Required :1035900/-

Stamp Duty Paid : 1035900/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	CAROLINA PO ,Father Name:Joao Fernandes,Age: 67, Marital Status: Married ,Gender:Female,Occupation: Other, Address1 - Residents of H.No. 232, Mitra Bazar, Near Petrol Pump, Caranzalem Goa, Address2 - , PAN No.:			Carolina Po

Executer

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Sr.NO	Frinty Name and Address	Photo	Thumb	Signature
1	 Anant Mohan Kubal, Father Name: Mohan Kubal, Age: 34, Marital Status: ,Gender: Male,Occupation: Service, Resident of House No 689 Devlay Near Shantadurga Temple Candola Marcel Goa, PAN No.: DEEPA RAJESH TARKAR 	2		Revi
2	CAROLINA PO , Father Name:Joao Fernandes, Age: 67, Marital Status: Married ,Gender:Female,Occupation: Other, Residents of H.No. 232, Mitra Bazar, Near Petrol Pump, Caranzalem Goa, PAN No.:			Carolina ?

https://ngdrsgoa.gov.in/Registration/document_final

11/2/2021

NGDRS: National Generic Document Registration System

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	CAROLINA PO , Father Name:Joao Fernandes, Age: 67, Marital Status: ,Gender:Female,Occupation: Other, Residents of H.No. 232, Mitra Bazar, Near Petrol Pump, Caranzalem Goa, PAN No.: , as Power Of Attorney Holder for LOEY VALENCIO DIAS			Carolinato
4	CAROLINA PO , Father Name:Joao Fernandes, Age: 67, Marital Status: ,Gender:Female,Occupation: Other, Residents of H.No. 232, Mitra Bazar, Near Petrol Pump, Caranzalem Goa, PAN No.: Caranzalem Goa, FREDELLA ALISHA PO	ß		CarolinaPo
5	CAROLINA PO, Father Name:Joao Fernandes, Age: 67, Marital Status: ,Gender:Female,Occupation: Other, Residents of H.No. 232, Mitra Bazar, Near Petrol Pump, Caranzalem Goa, PAN No. JULIE SANTANA COLACO			CarolinaPe
6	CAROLINA PO, Father Name:Joao Fernandes, Age: 67, Marital Status: ,Gender:Female,Occupation: Other, Residents of H.No. 232, Mitra Bazar, Near Petrol Pump, Caranzalem Goa, PAN No.: A Power Of Attorney Holder for ALISTER NICHOLAS PO			Carolinato
7	CAROLINA PO, Father Name: Joao Fernandes, Age: 67, Marital Status: ,Gender: Female, Occupation: Other, Residents of H.No. 232, Mitra Bazar, Near Petrol Pump, Caranzalem Goa, PAN No.: Caranzalem I, as Power Of Attorney Holder for ASHLEY XAVIER PO			Carolin Po
8	CAROLINA PO Father Name: Joao Fernandes, Age: 67, Marital Status: ,Gender: Female,Occupation: Other, Residents of H.No. 232, Mitra Bazar, Near Petrol Pump, Caranzalem Goa, PAN No.: As Power Of Attorney Holder for GLENNA S DIASPO			Carolin Pe
9	Anant Mohan Kubal, Father Name:Mohan Kubal, Age: 34, Marital Status: ,Gender:Male,Occupation: Service, Resident of House No. 689 Devlay Near Shantadurga Temple Candola Marcel Goa, PAN No.: As Power Of Attorney Holder for Rajdeep Builders Proprietor Rajesh Tarkar	21		Wey

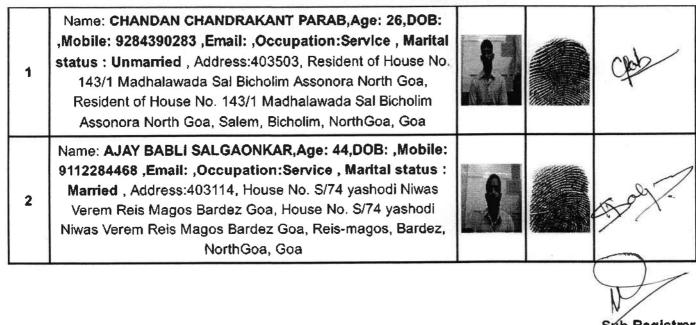
Witness:

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

Party Name and Address	Photo	Thumb	Signature
	Party Name and Address	Party Name and Address Photo	Party Name and Address Photo Thumb

https://ngdrsgoa.gov.in/Registration/document_final

NGDRS: National Generic Document Registration System



Sub Registrar CUB REGISTRAD ILHAS

Document Serial Number :- 2021-PNJ-2525



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Document Serial No:-2021-PNJ-2525

Book :- 1 Document Registration Number :- PNJ-1-2383-2021 Date : 02-Nov-2021 V Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Tiswadi) ILB - REGISTRAN LHAS CONTRACTOR OF A STREET **保護部位的時始度** agrice al 1/1

Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

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

> Print Date Time:- 02-Nov-2021 13:16:06 Date of Receipt: 02-Nov-2021

Receipt No : 2021-22/4/1605

Serial No. of the Document : 2021-PNJ-2525

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

Received the following amounts from CAROLINA PO for Registration of above Document in Book-1 for the year 2021

Total Paid	1073940 (Rupees Ten Lakhs Seventy Three Thousands Nine Hundred And Forty only)				
Processing Fee	2340	E-Challan	Challan Number : 202101084340 CIN Number : CPABEFNAF1	2340	
Registration Fee	1071600	E-Challan	Challan Number : 202101084340 CIN Number : CPABEFNAF1	1071600	

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

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 ;

VSignature of the Presenter

Specimen Signature of the Person Authorized TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT The Registered Document has been handed over to on Dated **02-Nov-2021**

Signature of the person receiving the Document

NN

Signature of the distrar