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M. Jais
Authorized Signatory



S.No. 2022 BRZ-5572
30/11/2022

JOINT DEVELOPMENT AGREEMENT

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Sublime

For Sublime Homes LLP

Jitendra
Designated Partner

Phone No: 9422056634
Sold To/Issued To:
SUBLIME HOMES LLP
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M. Jais
Authorised Signatory



Cor. No. 2022-BR2-5572
30/11/2022

JOINT DEVELOPMENT AGREEMENT

NO. 2022/11

S. Santos

S. Santos

For Sublime Homes LLP
Jitender
Designated Partner

This JOINT DEVELOPMENT AGREEMENT FOR CONSTRUCTION,
DEVELOPMENT AND SALE is made, executed and signed on this 17th day of
November
2022, at GOA, between:-

Jitender
Jitender

1. MR. FRANCISCO PONTUS DANTAS ALIAS FRANCIS DANTAS,
aged about 79 years, S/o Mr. Amancio Anicete Dantaz, having PAN
Card No. [REDACTED], holder of Adhar Card No. [REDACTED],
Retired, Indian National, having Mobile No. [REDACTED], along with his
wife;
2. MRS. ROSY DANTAS ALIAS JOSEFINA ROSA DIAS E DANTAS,
aged about 69 years, D/o Mr. Joaquim Jose Dias, having PAN Card
No. [REDACTED], holder of Adhar Card No. [REDACTED], Retired,
Indian National, having Mobile No. [REDACTED],
**Both residents of House No. 232, Mazal Vaddo, Bardez, Assagao,
North Goa.**

hereinafter shall be Jointly, Collectively and Severally referred to as the
"Owners"), which expression, unless repugnant to the context or meaning thereof,
shall always admit, include and mean them, their legal heir[s], successor[s],
nominee[ies], attorney[s], legatee[s], probate[s], administrator[s], executor[s],
Assignees, representative[s], all persons claiming through them and permitted
assigns, being the party of the **First Part**.



AND

M/s SUBLIME HOMES LLP (ABA-7435), a limited liability partnership duly formed
and existing under LLP Act 2008, having PAN Card number [REDACTED], email id
purpleplushhomes@gmail.com, having its registered office at Building NO. 3, Second
Floor, LSC, Sector B-1, Vasant Kunj, New Delhi-110070, through its Designated Partner
Mr. Jitender Vohra, S/o Sh. N.K Vohra, having Adhar card no [REDACTED], Pan
Card no. [REDACTED], Married, Business, Indian National, Mobile 9953316563, duly
authorized by resolution no. 17/2022, Dated 09.08.2022; (**Annexure-1**), hereinafter shall
be referred to as the "**Developer**"), which expression shall unless opposed to the context
hereof include all its successor[s], transferee(s), amalgamatec[s], administrator[s],
executor[s], liquidator[s], legal representative[s], and all persons claiming through the
said LLP and the permitted assign(s), being the party of the **Second Part**.

Jitender *Francisco*

For Sublime Homes LLP
Jitender
Designated Partner

The "Owners" and the "Developer" are hereinafter individually referred to as such or the "Party" and collectively referred to as the "Parties".

WHEREAS:-

- I. The Owners have jointly and severally, represented to the Developer that:-
 - A. There exists an immovable residential house property with an old residential house, presently known as "BHAWATOWADO", measuring 2050 Square meters, situated within the limits of the Village Panchayat of Assagao, presently surveyed under Survey no. 196/8 of Village Assagao, Bardez, Taluka, Sub District of Bardez, District of North Goa, Goa. (hereinafter shall be referred to as the "Said Property").
 - B. The Said Property is, described in the Land Registration office under no. 19616 at Folio 197 overleaf of Book B- 50, and found inscribed under Inscription No. 14100, at Folio 108 overleaf of G-20.
 - C. The Said Property belonged in the distant past to the household of Late Rozario Xavier Soares and Especiosa Escolastica Francisco.
 - D. The said Mr. Rozario Xavier Soares was married by his first nuptials to Especiosa Escolastica Francisco and by his second nuptials to Luizinha Francisco alias Lucilia Francisco.
 - E. Upon demise of both Mr. Rozario Xavier Soares and Especiosa Escolastica Francisco, an orphanological Inventory Proceedings came to be held in the Civil Court of the Judicial Division of Bardez through the office of Assistant Clerk of the Third Section Pedro Joao Lopes Lobo.
 - F. That, in the partitions held in the same Inventory proceedings, the Said Property including the said residential house existing therein, having being described under item no.19 came to be bid for and allotted to Mr. Caetano Francisco Soares alias Cajetan Francis Soares, who was the second son of the first nuptials of the said Mr. Rosario Xavier Soares and Especiosa Escolastica Francisco.



Jitender

Jitender

For Sublime Homes LLP

Jitender
Designated Partner

- G. The Said Property with the inclusion of the said residential house consequently came to be inscribed by transfer in favour of the said Mr. Caetano Francisco Soares who was married to Mrs. Lilia Artimisia Fonseca alias Lily Soares under inscription no. 14100 at folio 108 overleaf of G-20.
- H. The said Caetano Francisco Soares and his wife Mrs. Lilia Artimisia Fonseca both expired intestate without leaving any will on 29.04.1971 and 19.10.1957 respectively.
- I. Upon the death of said Caetano Francisco Soares and his wife Mrs. Lilia Artimisia Fonseca, an Inventory Proceedings no. 42 of 1993 came to be instituted in the court of Civil Judge Senior Division, Mapusa for the partition and distribution of assets left behind by the said Caetano Francisco Soares and his wife Mrs. Lilia Artimisia Fonseca.
- J. The Said Property was listed as item no. 2 in the above mentioned inventory proceedings. Upon conclusion of the Inventory proceedings no. 42/1993, the Said Property came to be exclusively allotted in the favour of Mr. Anthony Soares.
- K. The said Mr Anthony Soares along with his wife Mrs. Anita Soares sold the Said Property vide Sale Deed dated 07.09.1991 to Mr. Caetano Xavier Fernandes, Mr Francis Pontus Dantas and Mrs. Lina Elvira Francisca Nunes E Dias alias Lina Elvira Francisca Nunes alias Lina Dias. The said Sale deed is duly registered with the office of Sub Registrar Bardez, under Registration no. 1471, volume no. 677, dated 08.09.1999.
- L. The Said Mr Caetano Xavier Fernandes expired in the state of Bachelor on 04.09.2000 at Goa leaving behind a Will dated 22.02.1993 as per which all the moveable and immoveable properties owned and possessed by him on the date of will and the properties which he may acquire in future were given to Mr Francis Pontus Dantas and his wife Rosy Dantas alias Josefina Rosa Dias e Dantas.



F. Dantas

R. Dantas

For Sublime Homes LLP

Jitender
Designated Partner

M. The said Mrs. Lina Elvira Francisca Nunes E Dias alias Lina Elvira Francisca Nunes alias Lina Dias was married to Mr. Jose Joaquim Sebastiao Reginaldo Dias, both of them expired leaving behind their only daughter and sole and universal legal heir Mrs. Rosy Dantas alias Josefina Rosa Dias e Dantas. Upon the death of Mr Jose Joaquim Sebastiao Reginaldo Dias and Mrs. Lina Elvira Francisca Nunes E Dias alias Lina Elvira Francisca Nunes alias Lina Dias, a Deed of Succession and qualification of Heirs dated 20.02.2004 was drawn and Mrs. Rosy Dantas alias Josefina Rosa Dias e Dantas was declared as their sole and universal legal heir.

N. Consequently the Said Property came to be owned and possessed by the **Owners** herein and their names have been recorded in Form 1 and 14.

O. **The Subject Matter of this Joint Development Agreement is Immoveable Property with an old house in it, known as "Bhawata Wado", measuring 2050 Square meters, bearing Survey No. 196/8, Village Assagao, Bardez, North Goa, Goa. (hereinafter referred to as the "Said Property"), more particularly described in the schedule hereunder.**

P. The **Owners** are desirous of constructing, developing and building residential Villas, on the SAID PROPERTY along with supporting infrastructure and other amenities, according to the plans which may be got sanctioned and approved from competent Authority in this regard but since the Owners are not fully equipped to do so and have therefore approached the Developer, for construction and development of the SAID PROPERTY, on the terms and conditions that are set forth hereinafter.

Q. The Developer is engaged in the field of development and construction of real estate projects and therefore possesses the necessary infrastructure and resources to develop and construct upon the SAID PROPERTY.

R. The Owners and the Developer have mutually decided and agreed to construct and develop Five (05) residential Villas (including the existing Villa in the **Said Property**) along with supporting infrastructure and other necessary amenities on the SAID PROPERTY. The said construction of Five (05) residential Villas along with supporting infrastructure and other necessary amenities built upon the SAID PROPERTY, shall be known as "**DANTAS VILLAS**" by **Reube Purple Plush**" Or by any other name as the Developer and Owners may mutually decide; hereinafter be referred to as the "**Said Project**".



[Signature]

[Signature]

For Sublime Homes LLP

[Signature]

Designated Partner

- S. The Parties have mutually negotiated and considered it desirous, expedient and mutually beneficial to develop the Said Project in the Said Property, whereby, the Owners have undertaken to provide, make available the SAID PROPERTY with clear and marketable title, free from all encumbrances, encroachments etc. and the Developer has undertaken to use its expertise and resources to develop and construct the SAID PROPERTY in to the Said Project and also the knowledge and expertise of the Developer shall be used to lend efficiency to the development of the SAID PROPERTY.
- T. The Parties hereto are entering in to these presents with a view to reduce in writing and record the terms and conditions of such agreement arrived at by and between themselves.

NOW THEREFORE, IT IS HEREBY AGREED, DECLARED, COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That, the aforementioned recitals are made an integral part of this Agreement and the same shall be read as part of this Agreement for all effects and purposes.
2. That, the subject matter of this Agreement is the SAID PROPERTY as described more particularly in SCHEDULE hereunder.

Purpose of this Agreement:-



That, the Parties have decided and mutually agreed that, the Developer shall construct and develop Five (05) Four Bedrooms, Residential Villas with supporting infrastructure and other amenities upon the SAID PROPERTY. The Developer shall utilize the maximum permissible FAR for the Said Project.

The parties have agreed that, there is an existing old structure/Villa in the Said Property which the Developer shall not demolish and the Developer shall convert that, existing house in to a four bedroom Villa which shall have same amenities as the other Four Villas which are being constructed on the SAID PROEPRTY. The said existing house being converted by the Developer in to a Villa shall have the same look and feel as the other four villas.

For the purpose of clarity a tentative zoning layout has been attached to this agreement showing the villas falling to the share of the Owners and Villas falling to the Share of the Developer.(Annexure-2).

J. S. Dauter *A. S. Dauter*

For Sublime Homes LLP

Jitendra

Designated Partner

The Existing house is also marked in green colour in the Said Annexure-2.
The Villas starting from the Road Side boundary of the Said Property have been numbered from 1 to 5.

~~The specifications agreed upon by the parties of the Said Residential Villas to be constructed upon the SAID PROPERTY have been annexed herewith in Annexure-1.~~

Pls
Sh
Jitendra

4. Contribution of the Parties:-

The First Party agrees to offer the scheduled land for the purpose of carrying out development on the scheduled land which shall be carried out by the Developer in accordance with the plans which shall be got sanctioned by the competent authorities. The Second Party in lieu of such offer has agreed to develop the said land by using its own capital and where withal.

5. Upfront Consideration:- The Developer has paid an amount of Rs 5,00,000/- (Rupees Five lacs only) to the Owners vide cheque no. 000915, drawn on ICICI Bank, New Delhi Branch, dated 12.06.2022 as a non refundable upfront consideration amount to the Owners in furtherance of the terms which are agreed in the present agreement.

6. Timelines:-

That, the Developer shall complete the entire **Said Project** in all respects until the stage of being ready to move in within 15 (Fifteen) months from the date of obtaining the Construction License from the Village Panchayat of Assagao (hereinafter referred to as "**Completion Period**").



The Developer has already applied and obtained Sanad and Technical Clearance Order from the Town and Country Planning department for the SAID PROPERTY.

The Developer is in the process of applying for health NOC and Construction License from Village Panchayat of Assagao for the **Said Project**. The Developer shall start the Construction within 20 days from the date of obtaining the Construction License from Village Panchayat of Assagao.

Jitendra

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For Sublime Homes LLP

Jitendra
Designated Partner

7. Share of Allocation:-

That, it is agreed that, the ownership of the Said Property shall remain with the Owners till the occupancy certificate of the Said Project is received. Thereafter the Owners shall execute the Sale Deed for the Share of allocation falling to the Share of the Developer in the favour of the Developer/its nominees or any prospective purchasers.

That, it is agreed between the parties that, the share of allocation amongst the parties shall be in the ratio of:-

Share of Allocation of Owners:-

Owners collectively shall be entitled to receive 50% share of the Said Project.

Built Up area falling to the Share of the Owners shall be 615 Square meters.

Out of the Five villas being constructed on the Said Property the Owners shall be entitled to First villa and the Second villa exclusively and 50% undivided share in the Third Villa.

Share of Allocation of the Developer:-

Developer shall be entitled to receive 50% share of the Said Project.

Built Up area falling to the Share of the Developer shall be 615 Square meters.

Out of the Five villas being constructed on the Said Property, the Developer shall be entitled to Fourth Villa and the Fifth Villa exclusively and 50% undivided share in the Third Villa.

It is agreed that, the Third villa in the Said Project shall be jointly owned and possessed by the Owners and Developer and the parties may jointly and mutually decide to either sell or rent out the Third Villa.

8. Penalties:-

That, in case the Developer fails to complete the Said Project in all respects until the stage of being ready to move within the said Completion Period of 15 months from the date of obtaining Construction License from Village Panchayat of Assagao, and is unable to apply for Occupancy certificate of the Said Project, in that case the Developer shall pay a penalty of Rs 5,00,000/- (Rupees five lacs only) per month to the Owners till the time the Said Project is complete in all respects until the stage of being ready to move in and the occupancy certificate for the Said Project has been applied.



J. Daula *Deanta*

For Sublime Homes LLP
Jitender
Designated Partner

9. Compliances/Approvals/Sanctions/Permissions/Licenses:-

- A. That, the Developer has in consultation with the Owners, applied for approval and sanctioning of the Plan for the Said Project. The Developer shall be entitled to apply and obtain the Construction Licenses from the Town and Country Planning as well as the Village Panchayat of Assagao. The Developer shall also be entitled to obtain Health NOC from the Health department before commencement of construction works on the SAID PROPERTY. The Owners shall co-operate and provide necessary assistance to the Developer in this regard including but not limited to execution and signing of relevant documents, applications, special power of attorney(s), undertakings and affidavits etc., for obtaining such approvals and for carrying out construction, development and implementation of the Said Project on the SAID PROPERTY. All permissions, sanctions and approvals shall be obtained in the name of the Owners and applicable costs, fees and other expenses shall be borne by the Developers. The Owners agree not to withhold or unreasonably delay the signing of any such applications, forms or letters which are required to be submitted to the competent authority to avail the required permissions as per law.
- B. That, all the costs and expenses relating to sanctions, approvals, permissions, licenses required to construct and develop the Said Project shall be borne and paid by the Developer.
- C. That, all the costs, expenses, fees of the Architect, Structural Engineer, Interior designer and any other professional required in the process of construction and development of the Said Project shall be borne and paid by the Developer. The owners shall not be concerned with any such expenses though the plans etc may be drawn in the name of owners and it is specifically agreed and covenanted herein that the owners have no privity of contract with any third parties or institution/s which may be acting or performing their obligations pursuant to the engagement by the Developer. Further the subject land shall not constitute as a lien or security for performance of any obligations on the part of the Developer in relation to contracts or agreements which it may have and to that extent the subject land is a freehold land of the Owners with no obligations for satisfaction of any debt or liabilities of any third parties.



S. Dauter

S. Dauter

For Sublime Homes LLP

T. Kunder
Designated Partner

- D. That, the costs and expense of obtaining the Completion Certificate from the TCP/NGPDA and the Occupancy Certificate from the Village Panchayat shall be borne and paid by the Developer. It is specifically agreed that in the event the Developer is unable to complete the development in specified time or abandons the project due to the happening of any event or occurrence of any act, the approvals and permissions in respect of the development on the scheduled land shall inure to the benefit of the owners with no claim for any costs or expenses with respect to the availing of such permissions.
- E. That, the Owners shall also authorize the Developer/or its representative only for the purpose of obtaining the, TCP/NGPDA Approvals, Plan sanctioning, health NOC, Construction License from Village Panchayat, and permits and all other permissions, approvals, that may be required to be obtained and to do all acts and deeds as may be required to smoothly construct and develop the Said Project on the SAID PROPERTY from various departments.
- F. That, the Owners shall cooperate and sign the necessary documents required by the Developer for registering the Said Project with RERA, GOA. That, the Said Project shall be registered under RERA if applicable and all the Parties undertake to fully comply with the provisions and rules of RERA. In case any Party defaults or causes any breach of any rules or provisions of RERA, such defaulting /faulting Party shall keep the other Party indemnified and harmless against any or all losses that may be suffered or incurred by the non-defaulting Party. Any fine, penalties, costs, interests, compensations levied /imposed on the Said Project, by RERA or consumer forums or any court shall be paid and borne by the Party on account of whose default, such fines, penalties, costs, interests, compensations have been imposed or levied. Defaults relating to non-completion of project within specified time as mentioned in the agreement, poor workmanship or defective quality of material which entail penalty and compensation from the authority shall be the sole liability of the Developer even if the same is jointly and severally adjudged against the owner and developer by any judicial forum.



S. Dautar *R. Dautar*

For Sublime Homes LLP
Sitender
Designated Partner

G. That, save and except for the compliances required of the Owners, the Developer shall be responsible for entire compliances of the Said Project.

10. That, all the original title deeds and documents in respect of the SAID PROPERTY including but not limited to original sale deeds, mutation records (hereinafter referred to as "Title Chain Documents") shall remain in the custody of the Owners and other documents relating to sanctions/approvals and permissions shall remain in the custody of the Developer. Simultaneous to the execution of this Agreement, the Owners have provided to the Developer the certified true copies of original sale deeds and photocopies of the mutation records. The Owners undertake that they shall make available originals of such Title Chain Documents as and when required by the Developer, Bank(s) / financial institution(s) of the intending buyers/ allottees for verification to their complete satisfaction. The Owners shall extend co-operation and issue NOCs and other documents etc. required for getting the home loan pre-approval for the Said Project from any Bank(s)/ financial institution(s) and for the allottees, buyers, to avail home loans for purchase of Villa(s).

11. POSSESSION:-

The Developer shall not claim any equity or ownership rights on the Said Property before applying for Occupancy certificate of the Said Project.

That, the Owners and the Developer shall be in Joint Possession of the Said Property. However, for the purpose of construction of the Said Project, the actual, vacant peaceful, physical possession of the SAID PROPERTY from the date of execution of this Agreement shall be with the Developer.

The owners shall however not have a right to cause any hindrance or obstruction to the Developer or any of its agents while carrying out the development of the subject land if the Developer is not in breach of the terms of the present agreement.



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For Sublime Homes LLP

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Designated Partner

12. DEFAULTS/BREACHES :-

- A. That, in case the Developer fails to complete the completion of the Said Project in all respects until the stage of being ready to move in and for applying for the occupancy certificate of the Said Project, even after a period of 15 months from the date of receiving the Construction License from the Village panchayat of Assagao, then the Owners at their sole discretion, may choose to terminate this Agreement or the Owners shall have the sole discretion to extend the time period by another 3 months on terms and conditions the Owners may deem fit and proper. If despite the extension being granted the Developer fails to complete the Said Project and un-finished works with respect to the development of Said Project, the Owner shall be entitled to terminate the present agreement with the consequence of no subsistence of any right or equity in favour of the Developer qua the works carried out in the Said Property.
- B. That, in the event any defect is found in title of the Owners with respect to the SAID PROPERTY or any part thereof, then the same shall be rectified / corrected and made good by the Owners at their own cost and expenses. That, in case, due to any defect in title of the Owners, if the Developer suffers any loss expense, damage, liability, the Owners shall keep the Developer indemnified in this regard.

13. ALIENATION OF SAID PROJECT:-

- A. The Developer shall not be entitled to handover the Villas to any prospective buyer till the Developer has offered to handover the Villas falling to the share of owners completed in all respects.
- B. That, the Parties agree that the Developer can book, allot or enter in to any agreement, for sale with respect to the Fourth and the Fifth Villa in the Said Project falling to the share of the Developer.
- C. In case the parties decide to sell the Third Villa which is jointly owned and possessed by the Parties, then the sale consideration of the same shall be shared by the parties in the ratio of 50% : 50%.



J. Daulas

B. Daulas

For Sublime Homes LLP

J. Daulas

Designated Partner

- D. That, the selling price of the Third Villa in the Said Project shall be decided by the parties mutually as per current prevailing market prices in that locality and the same shall be the maximum achievable sale price.
- E. That, the Sale Deeds of the Fourth and the Fifth Villa in the Said Property/Said Project along with their proportionate Land share beneath falling to the share of the Developer shall be executed in favour of any prospective buyer-purchaser by the Owners and by the Developer jointly. All costs which may directly or incidentally related to such sale shall be borne by the Purchaser with no entainment of any cost in favour of the Owners herein either while executing such sale deed or post execution thereof.
- F. That, after receiving the occupancy certificate of the Said Project and after completion of all five villas till the stage of being ready to move in, the Owners shall be bound to execute sale deed for the share of allocation falling to the share of Developer either in favour of the Developer or in favour of any of its nominees or prospective purchasers.
- G. That, the Developer shall be responsible to comply with all provisions of RERA.
- H. The cost of stamp duty and registration charges for the sale deed to be executed in favour of the Developer shall be borne by the Developer.



14. MARKETING OF THE SAID PROJECT:-

- A. The Developer shall be entitled to market, advertise and publicize the Said Project for the purpose of sale of the Villas falling to the share of the Developer.
- B. The Developer shall be entitled to market and advertise the Said Project for the purpose of Sale on all their social media platforms at their own cost and expenses.
- C. The expenses for 3ds architectural visualization etc shall be borne by the Developer.

J. Dantas

A. Dantas

For Sublime Homes LLP
J. Dantas
Designated Partner

15. Taxes/Electricity/water bills:-

- A. That, all taxes, charges and bills relating to the SAID PROPERTY shall be borne and paid by the Owners till the date of signing of this Agreement.
- B. That, all electricity bills and water bills from the date of handover of the SAID PROPERTY to the Developer till the date of receipt of occupancy certificate shall be borne and paid by the Developer.
- C. That, after the occupancy certificate is obtained for the Said Project, all the costs, expenses, taxes, electricity bills, water bills, house tax etc. and any expense relating to maintenance of the Said Project shall be shared by the Parties that in the ratio of 50% : 50% .

16. Maintenance of the Said Project:-

- A. That, the Parties agree and confirm that, after the completion of the Said Project, the Parties shall jointly and mutually appoint a Maintenance Agency for day to day maintenance of the Said Project and the common areas. The parties shall pay maintenance as per their share of allocation in the Said project.
- B. It is further agreed that the Owners shall only be liable to pay maintenance share in respect of the Villas falling to the share of the Owners.

17. That, the Developer has represented to the Owners that:-

- A. The Developer is in to the field of development and construction of real estate projects and therefore possesses the necessary knowledge, infrastructure and resources to develop and construct upon the SAID PROPERTY.
- B. The Developer is solvent and possesses requisite and necessary financial resources to start and complete the construction of the Said Project.
- C. The Developer represents to the Owners that it shall be responsible for the entire construction work to be carried out on the SAID PROPERTY.
- D. The Developer represents to the Owners that, the Developer shall complete the construction of the Said Project within the time period stipulated herein.



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For Sublime Homes LLP

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Designated Partner

- E. That, in case the Developer defaults or causes any breach of any rules or provisions of any building bye laws or any other law, then the Developer shall keep the Owners indemnified and harmless against actual and direct losses that may be suffered or incurred by the Owners on this account due to acts solely attributable to the Developer.
- F. That, all the architectural plans, interior designing, look and feel presentations, 3ds, walk throughs, of the Said Project shall be finalized jointly by the Owners and Developer.
- G. That, the Owners shall have the right to visit the SAID PROPERTY at any time for the purpose of ensuring that the construction is being done as per the approved plan.
- H. That, the Developer shall carry out the construction on the SAID PROPERTY strictly as per the approved plan and the Developer shall not cause any violation of any building bye laws. The owners shall be in no way responsible for any loss, liability or claims of any third parties on account of deviation in plans or modifications effected by the Developer and to that extent the Developer shall keep the owners saved and indemnified against all such claims and losses which may arise.

18. That, the Owners have jointly and severally, represented to the Developer that:-

- a) The Owners have the absolute and the exclusive ownership and have all the rights, title and interest to deal with or dispose the SAID PROPERTY or part of it and they do not require any consent, permission or No Objection Certificate from any third Party to enter into this Agreement and/or execute other documents in favour of the Developer pursuant to the terms contained herein.
- b) The Owners have not done, committed or omitted to do any acts, deeds, things, matter whereby or by any reason whereof the Owners are prevented or prohibited from dealing with, disposing of or transferring the Owner's right, title and interest in respect of the SAID PROPERTY and/or part of it.



J. Dauter

J. Dauter

For Sublime Homes LLP

Jitendra

Designated Partner

- c) That the **SAID PROPERTY** is free from all kinds of encumbrances such as prior sale, gift, mortgage, disputes, litigation, acquisition, requisition, attachment in the decree of any court, lien, court injunction, notices, claims, demands, Will, Trust, Exchange, lease, loan, surety, security, stay order, prior agreement to sell, hypothecation, assignment, restriction, outstanding land revenue or other taxes, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or lien or rights in favour of third party with respect to the **SAID PROPERTY** etc.
- d) The **SAID PROPERTY** is not subject to any lien, mortgage, charge, encumbrances, liability, litigation, adverse claim or lis pendens and prior to the execution hereof and that the Owners have not entered into any contract, agreement or any other arrangement creating right, title, interest or otherwise in respect of the **SAID PROPERTY** and/or any part of it.
- e) The **SAID PROPERTY** is not a subject matter of any pending litigation nor of any attachment, either before or after judgment, and that there is no subsisting order under any of the applicable laws which prohibits or prevent the Owners from dealing with or disposing of the **SAID PROPERTY**.
- f) There are no easementary rights created in favour of any third party under any document or by any covenant or by prescription in respect of and/or upon the **SAID PROPERTY** or any part thereof.
- g) No notice/s is/are pending against the Owners and/or any person on its behalf, whether from the local authorities or from the Government or otherwise, for requisition and/or acquisition of the **SAID PROPERTY** or any part thereof, and the Owners are entitled to sell and transfer the **SAID PROPERTY** to any prospective purchasers/developers/collaborators without any permission and/or consent.
- h) The Owners have actual, vacant and peaceful possession and free and unhindered access to the entire land parcels comprising the **SAID PROPERTY** and the construction and development activities as contemplated under this Agreement are not restricted under applicable laws.



[Signature]

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For Sublime Homes LLP

[Signature]
Designated Partner

- i) That, the Owners have not entered into any Agreement for sale, transfer, lease or any other agreement/ MOU etc with any other third party concerning the **SAID PROPERTY** nor have the Owners agreed to sell or encumber or mortgage the same in any manner whatsoever.
- j) No Notification is issued under any ordinance, Act, Statute/Rules or regulations affecting the **SAID PROPERTY** or acquiring the **SAID PROPERTY** whereby the Owners are prevented from selling the **SAID PROPERTY**.
- k) That there are no outstanding taxes or any other outgoings payable in respect of the **SAID PROPERTY** as on the date of the execution of this Agreement and if any the same have been cleared by the Owners.
- l) The entire Said Property is in Settlement Zone.
- m) The Owners undertake that they shall not commit any act or omission, which may invalidate or render / lead to cancellation, suspension or revocation of any approval, permission and sanction granted by the Competent Authorities in respect of the Said Project.
- n) The Owners assure that the Developer's presence on the **SAID PROPERTY** and the presence of any of its contractor, and member of the Said Project team and execution of the Said Project thereon shall not be disturbed or interrupted by the Owners.
- o) That, the Owners have not mortgaged the **SAID PROPERTY** to any bank, financial institution or private financiers.
- p) That, no original document or previous chain of title of the **SAID PROPERTY** has been mortgaged or kept with any bank, financial institution or private financiers.



19. The Owners confirm and acknowledge that Developer will be investing substantial sums of money in the construction and development of the Said Project and has entered into this Agreement on the specific understanding that the Owners shall not have a right to terminate this Agreement and other documents executed pursuant to this Agreement including the documents executed in favour of the Developer. **Provided that the Owners shall be entitled to terminate this agreement, if the Developer fails to complete the Said Project within the agreed timelines herein.**

[Handwritten signature]

[Handwritten signature]

For Sublime Homes LLP

[Handwritten signature]

Designated Partner

20. FORCE MAJEURE EVENTS:-

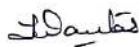
Any of the following event[s] resulting in material adverse effect shall constitute a *Force Majeure* Event:-

- a. Earthquake, flood, inundation, landslide;
- b. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c. Fire;
- d. Acts of terrorism;
- e. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- f. Pandemic, epidemic;
- g. Lockdowns, restrictions, prohibitions imposed by State Govt or Central Govt, courts, or any other statutory authority resulting in stoppage of construction activities; Labour shortage due to lockdowns and disastrous effects of COVID-19 and
- h. Any other similar things not enumerated herein, but is beyond the control of the Parties.

The Parties agree that under force majeure conditions, the performance of this Agreement shall stand suspended only for the period the Force Majeure event subsists and the subsequent timelines shall be accordingly extended suitably by the parties

21. Dispute Resolution:-

All disputes and differences arising out of or in relation to this Agreement shall be resolved through mutual discussions failing which the same shall be referred to Arbitration by a Sole Arbitrator to be mutually agreed between the Parties or in the event the Parties fail to mutually decide upon a Sole Arbitrator, the Sole Arbitrator shall be appointed by Hon'ble High Court of Bombay at Goa. The arbitration shall be held in accordance with Arbitration and Conciliation Act, 1996 as amended up to date. The seat, place and venue of Arbitration shall be at Goa. The language of arbitration shall be English. The cost of arbitration shall be borne by the Parties equally. It is also hereby agreed by the Parties that, the performance of this Agreement shall not be stopped or halted during any dispute or differences between the Parties.



For Sublime Homes LLP


Designated Partner

22. That, in case, in times to come, owing to any change in policy of Govt. and/ or otherwise, under judicial order/ verdict, and/ or under Gazette Notification published by State Govt of Goa and / or Central Govt and/ or bar under Statutory Department/ order of Statutory Authority and/ or under order [s] of Revenue Authorities any of the afore scribed terms, situations and/ conditions are rendered inoperative, redundant and/ or declared void, only such clause [s] would be deemed to have been not scribed in this Agreement and rest of the clauses, terms, stipulations and conditions herein contained and covenanted shall remain valid and operative and legally binding on the Parties with full force and enforceability.

23. That, the Developer shall be entitled to appoint contractors/vendors/labourers/or any other agencies of his choice for the purpose of carrying out the construction and development of the Said Project. The responsibility of paying these person/s or any other agency who are employed for the purpose of executing the plans and carrying out development shall be that of the Developer with no liability upon the Owner of any nature.


24. That, any oral correspondence or communication shall have no effect and shall not be valid unless confirmed in writing and signed by both the parties.

25. That, this Agreement is being entered in to amongst the parties on principal to principal basis. Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, employment or relationship of principal and agent between Owners and the Developer or their respective representatives and employees or to provide any of the parties with any right, power or authority, whether express or implied to create any such duty or obligation.

26. That, all costs, expenses, stamp duties, registration fee for registration of this Agreement shall be borne by the Developer.

27. That, the valuation of the SAID PROPERTY for the purpose of Stamp Duty and Registration Fees is Rs 1,23,00,000/- (Rupees one crore twenty three lakhs only) and built up area 615 square meters for Rs. 1,57,00,000/- (Rupees One crore fifty seven lakhs only) ie: total valuation of Rs. 2,80,000,00/- (Rupees Two crores eighty lacs only) and accordingly a stamp duty of Rs. 8,12,000/- at 2.9% and Registration Fee of 3% i.e. Rs, 8,40,000/- is paid herewith.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents on the date, month and year hereinabove first mentioned. In the presence of the following witnesses:-


Dantas

Dantas

For Sublime Homes LLP
Jitender
Designated Partner

Schedule

All that immovable residential house property with an old residential house, presently known as "BHAWATOWADO", measuring 2050 Square meters, situated within the limits of the Village Panchayat of Assagao, presently surveyed under Survey no. 196/8 of Village Assagao, Bardez, Taluka, Sub District of Bardez, District of North Goa, Goa.

(herein referred to as the "SAID PROPERTY"), and is presently bounded as under:-

On the North:- By Public Road

On the South:- By Hill of the Comunidade of Assagao bearing Survey no. 195/4 property of St Cajetan Church.

On the East:- By the Property bearing Survey no. 196/9 of Village Assagao

On the West:- By the Property bearing Survey no. 196/4 of Village Assagao

J. Santos

J. Santos

For Sublime Homes LLP

Jitendra
Designated Partner



Signed and delivered by

The within named

Owner No.1

F. Dantas



F. Dantas

MR. FRANCISCO PONTUS DANTAS ALIAS
FRANCIS DANTAS

L.H.F. Prints

R.H.F. Prints



1. _____



1. _____



2. _____



2. _____



3. _____



3. _____



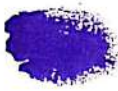
4. _____



4. _____



5. _____



5. _____



F. Dantas

F. Dantas

For Sublime Homes LLP

J. Kade

Designated Partner



Signed and delivered by
The within named
Owner No.2

Rosy Dantas

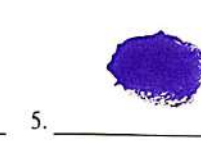
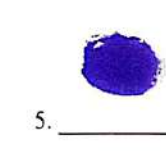
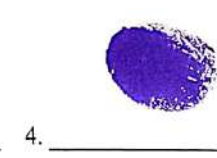
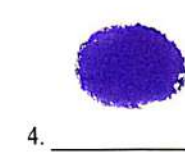
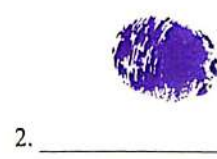
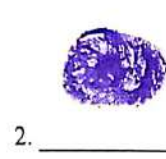


alias

MRS. ROSY DANTAS ALIAS JOSEFINA
ROSA DIAS E DANTAS

L.H.F. Prints

R.H.F. Prints



Rosy Dantas

Rosy Dantas

For Sublime Homes LLP
J. Dantas
Designated Partner

Signed and Delivered:
By the Developer

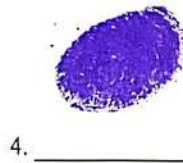
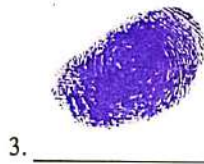
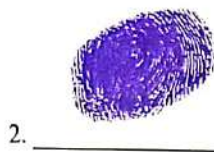
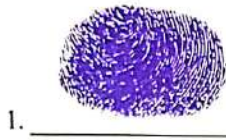
For Sublime Homes LLP
Jitender
Designated Partner



SUBLIME HOMES LLP through its Designated
Partner Mr Jitender Vohra

L.H.F. Prints

R.H.F. Prints



Jitender

Jitender

For Sublime Homes LLP
Jitender
Designated Partner

WITNESSES: -

Shubh...
Mr. Saheel Satchit Hoble
R/o H.No.126, Bhavkai, Mayem,
Bicholim, North-Goa, 403504.

Mohish K.S
Jalini K.S
Hono to
Jewell, Bussora, you -

J. Daulas

Shankar

For Sublime Homes LLP
Jitender
Designated Partner

DATE

Annexure - 2

Annexure - 1

SUBLIME HOMES LLP

(ABA-7435)

Regd Office: building No. 3, Second Floor, LSC, Sector B-1, Vasant Kunj, New Delhi-110070, email:purpleplushhomes@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION No. 17/2022 PASSED BY THE DESIGNATED PARTNERS OF M/S SUBLIME HOMES LLP (LLP) IN ITS MEETING HELD ON 09.08.2022 AT ITS REGISTERED OFFICE.

The Agenda in respect of signing, execution and registration of Joint Development Agreement in respect of:-

All that immovable residential house property with an old residential house, presently known as "BHAWATOWADO", measuring 2050 Square meters, situated within the limits of the Village Panchayat of Assagao, presently surveyed under Survey no. 196/8 of Village Assagao, Bardez, Taluka, Sub District of Bardez, District of North Goa, Goa and is presently bounded as under:-

On the North:- By Public Road

On the South:- By Hill of the Comunidade of Assagao bearing Survey no. 195/4 property of St Cajetan Church.

On the East:-By the Property bearing Survey no. 196/9 of Village Assagao

On the West:- By the Property bearing Survey no. 196/4 of Village Assagao

(Hereinabove referred to as the "Said Properties") was taken up, and after due discussions, and it was:-

RESOLVED THAT the draft of Joint Development Agreement for the Said Property has been duly approved by the unanimous consent of the Board of Partners.

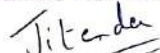
RESOLVED FURTHER THAT, Mr. Jitender Vohra, S/o Mr. NK Vohra, R/o C-33, FF South City-1, Gurugram-122001, Holder of Adhar Card No [REDACTED], Designated Partner of the LLP be and is hereby authorized to sign and execute the Joint Development Agreement in respect of the Said Property in favour of the LLP, on behalf of the LLP under his own single signature.

Sublime Homes LLP


Authorized Signatory

1

Sublime Homes LLP


Authorized Signatory

Annexure - 2

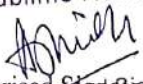
RESOLVED FURTHER THAT Mr. Jitender Vohra, Designated Partner of the LLP be and is hereby authorized and empowered to the present the Joint Development Agreement of the Said Property on behalf of the LLP before the concerned Sub-Registrar Mapusa Bardez, Goa for registration and admit execution thereof on behalf of the LLP under his own single signature.

RESOLVED FURTHER THAT all such acts, deeds and things done by **Mr. . Jitender Vohra** Designated Partner of the LLP - shall be binding on the LLP unconditionally.

RESOLVED FURTHER THAT, a certified copy of the resolution be given to any one concerned or interested in the matter.

Certified True Copy
For **M/s Sublime Homes LLP**

Sublime Homes LLP


(Authorised Signatory)

Place: New Delhi
Date: 09.08.2022
Certified by:-

Sublime Homes LLP

Authorised Signatory

Sublime Homes LLP

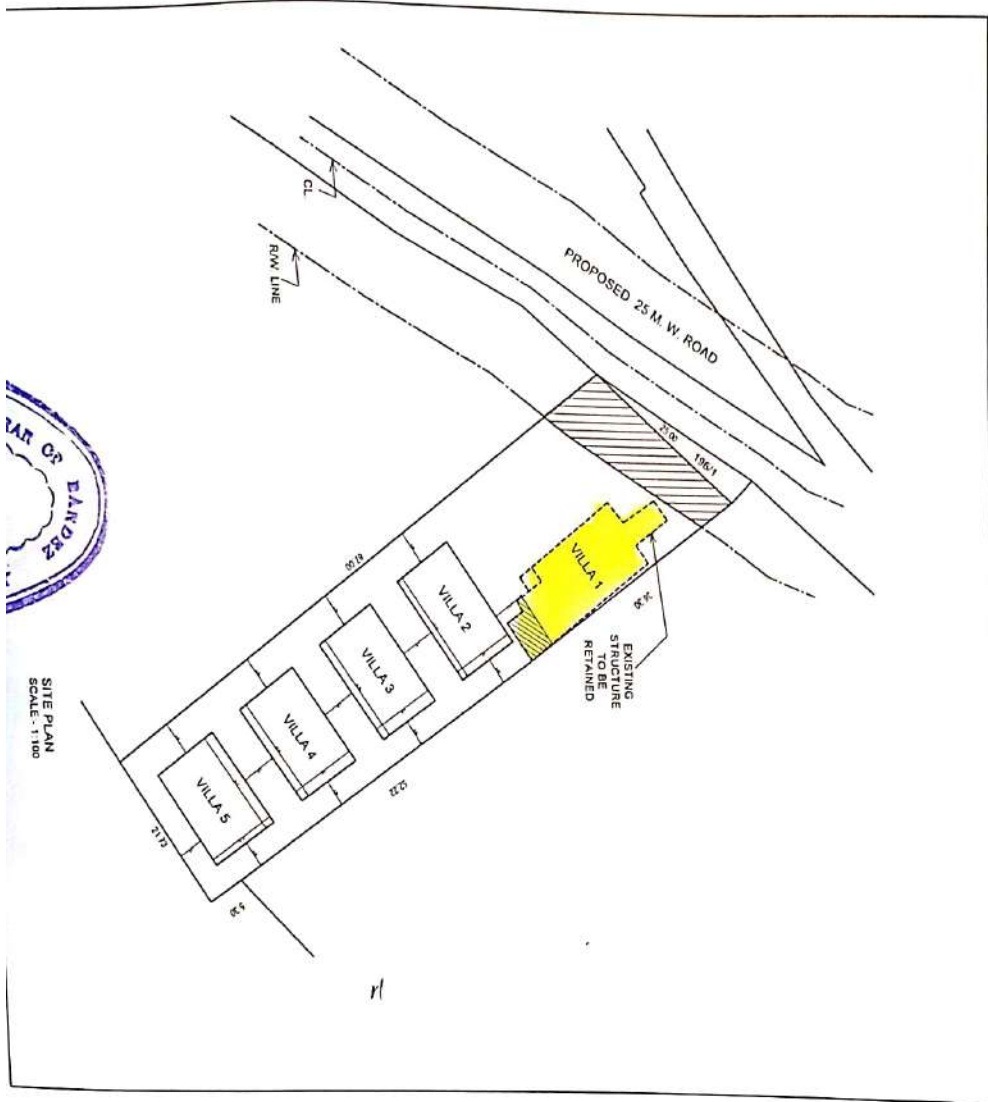
Authorised Signatory

Ashish Malhotra
(Designated Partner)

Jitender Vohra
(Designated Partner)



Annexure - 2



P. S. Lal

Pranav

For Sublime Homes LLP
Jitendra
Designated Partner



Taluka BARDEZ

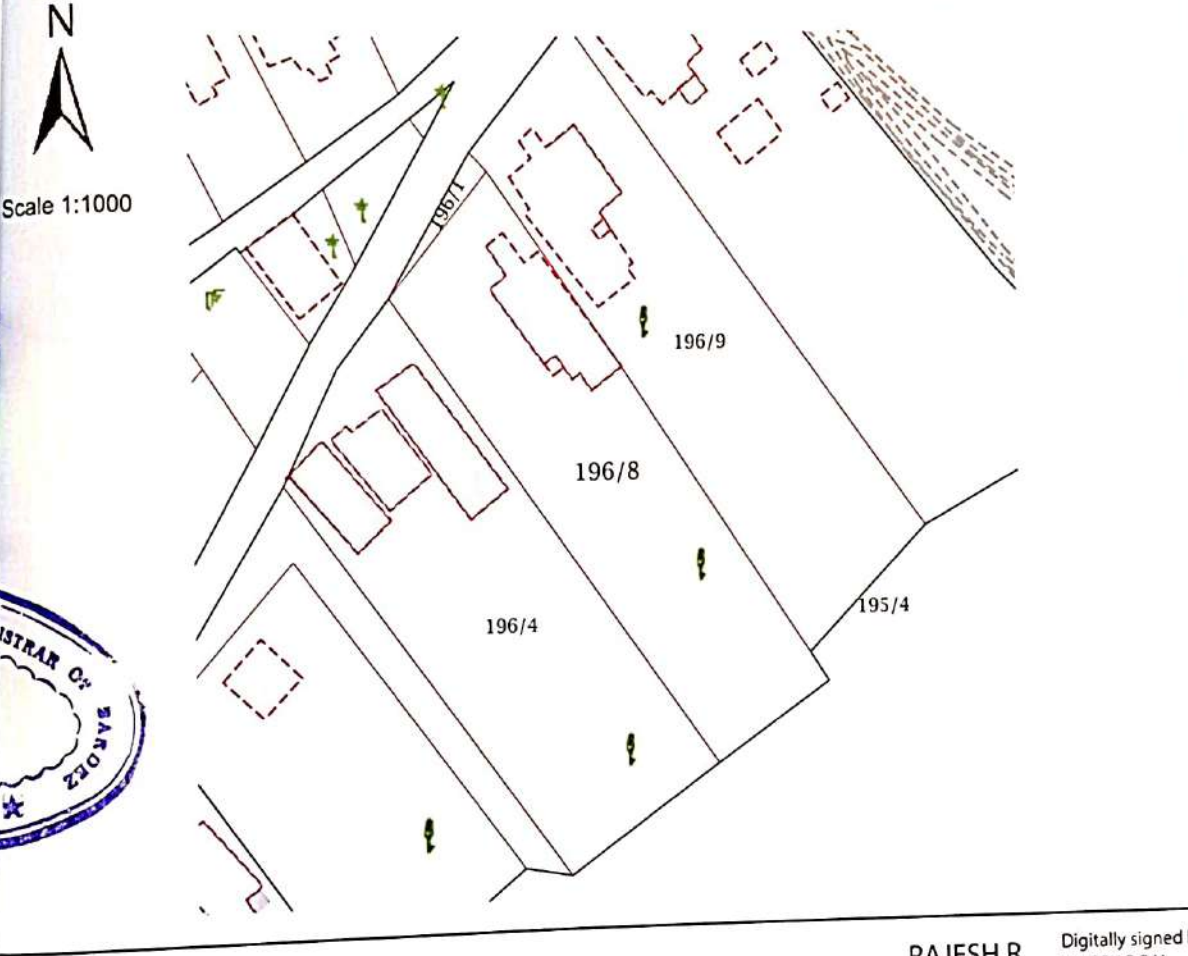
Survey No 196

Government Of Goa
Directorate of Settlement and Land records
Plan



Appln date: 28-11-2022

Ref. No. :3472



Taluka Name : BARDEZ
 Village Name : Assagao
 Survey No. : 196
 Subdiv No : 8

[Handwritten signature]

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RAJESH R PAI
 KUCHELKAR
 Digitally signed by RAJESH R PAI KUCHELKAR
 Date: 2022.11.28 15:45:47 +05'30'

For Sublime Homes LLP
[Handwritten signature]
 Designated Partner



FORM I & XIV

100015985269

नमुना नं १ व १४

Page 1 of 2

28/11/2022

BARDEZ
Assagao
Bhawata Wado

Survey No. 196
गर्वे नंबर
Sub Div. No. 8
हिस्सा नंबर
Tenure
सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)						Total Cultivable Area एकूण लागण क्षेत्र
Crop पिक	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	
0.00.00	0000.18.50	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.18.50

Cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)
Pot-Kharab पोट खराब

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जामीन	Grand Total एकूण
00.02.00	0000.00.00	0000.02.00	0000.20.50

Remarks शेर

Assessment : मूल्यमापन	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00

No.	Name of the Occupant वस्तीदारिचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेर
1	Franco Pontus Dantas		13463	
2	Josephina Rosa Dias e Dantas alias Rosy Dantas		13463	
No.	Name of the Tenant कुळ्याचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेर
1	Nil			

Other Rights इतर हक्क
Name of Person holding rights and nature of rights:
इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार
Nil

Dantas *Dantas*

For Sublime Homes LLP
Pratish
Designated Partner



FORM I & XIV

नमुना नं १ व १४

100015985269

Page 2 of 2

28/11/2022

BARDEZ

Assagao

Bhawata Wado

of the Field

नांव

Survey No. 196

मर्वे नंबर

Sub Div. No. 8

हिस्सा नंबर

Tenure

सत्ता प्रकार

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Name of the Cultivator नागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irigated	Unirrigated	Land not Available for cultivation नापिक जमीन		Source of irrigation मिचनांचा प्रारि	Remarks शेरा
				बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.		
Nil									

End of Report

If further inquires, please contact the Mamlatdar of the concerned Taluka.



This record is computer generated on 28/11/2022 at 2:16:26PM as per Online Reference Number - 100015985269. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 30-Nov-2022 12:24:04 pm

Document Serial Number :- 2022-BRZ-5572

Presented at 12:16:57 pm on 30-Nov-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	812000
2	Registration Fee	840000
3	Processing Fee	1480
Total		1653480

Stamp Duty Required :812000/-



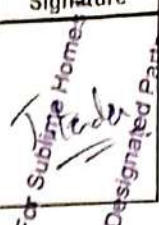
Stamp Duty Paid : 812000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Jitender Vohra Designated Partner Of Ms SUBLIME HOMES LLP ,Father Name:N K Vohra, Age: 38, Marital Status: ,Gender:Male,Occupation: Business, Address1 - C-33 1st Floor South City 1 Gurgaon Haryana 122001, Address2 - , PAN No.: [REDACTED]			 For Sublime Homes Designated Partner







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	FRANCISCO PONTUS DANTAS ALIAS FRANCIS DANTAS , Father Name:Amancio Anicete Dantaz, Age: 79, Marital Status: Married ,Gender:Male,Occupation: Other, House No. 232, Mazal Vaddo, Bardez, Assagao, North Goa, PAN No.: [REDACTED]			
2	ROSY DANTAS ALIAS JOSEFINA ROSA DIAS E DANTAS , Father Name:Joaquim Jose Dias, Age: 69, Marital Status: Married ,Gender:Female,Occupation: Housewife, House No. 232, Mazal Vaddo, Bardez, Assagao, North Goa, PAN No.: [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Jitender Vohra Designated Partner Of Ms SUBLIME HOMES LLP , Father Name:N K Vohra, Age: 38, Marital Status: , Gender:Male,Occupation: Business, C-33 1st Floor South City 1 Gurgaon Haryana 122001, PAN No.: [REDACTED]			 For Sublime Homes LLP Designated Partner

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Saheel Satchit Hoble, Age: 28, DOB: , Mobile: 9953316563 , Email: , Occupation: Service , Marital status : Unmarried , Address: 403504, Mayem Bicholim, Mayem Bicholim, Bambolim, Tiswadi, NorthGoa, Goa			
2	Name: Jothish K S, Age: 42, DOB: , Mobile: 9422056634 , Email: , Occupation: Service , Marital status : Married , Address: 403513, H No 6 Eco Estates Pvt Ltd Revora North Goa, H No 6 Eco Estates Pvt Ltd Revora North Goa, Revora, Bardez, NorthGoa, Goa			


Sub Registrar

SUB-REGISTRAR
BARDEZ

Document Serial Number :- 2022-BRZ-5572



Book :- 1 Document

Registration Number :- BRZ-1-5394-2022

Date : 30-Nov-2022



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

**SUB-REGISTRAR
BARDEZ**

Scanned by Deepika Nait (LDC)
Dait

