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065110

Serial No. 14857 Place of vend MAPUSA Date 01/09/2021

Value of Stamp Paper 5000/-

Name of Purchaser S. Morais

Residence at Mapusa State R. Morais

As there is no single stamp paper for the value

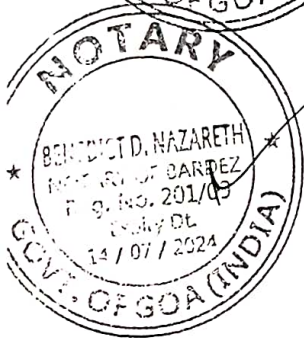
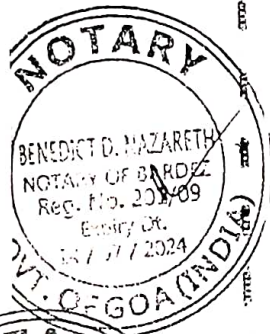
Value of Rs — Adm. and stamp paper for the

Completion of the value is attached along with

Purpose Agreement

Signature of Vendor [Signature] Transacting Parties

No. 22 (F.R.P. Dessai) [Signature] Date of Purchase



AGREEMENT FOR JOINT DEVELOPMENT AND CONSTRUCTION

This AGREEMENT FOR JOINT DEVELOPMENT AND CONSTRUCTION is made and executed at Mapusa, Bardez, Goa on this 4th day of the month of September in the year Two Thousand Twenty One. (4/9/2021).

[Signature] [Signature] [Signature]

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BETWEEN

1. Mrs. **CHRISTINA VERONICA COELHO E MORAES** alias **CHRISTINA VERONICA COELHO** alias **TINA COELHO**, daughter of late Crescencio Vito Coelho, aged about 57 years, married, housewife holding Pan Card No. [REDACTED], Mobile No. 7020157198; and her husband;

2. Mr. **OSWALD CLIFFORD MORAES**, son of Raymond Clement Moraes, aged about 58 years, retired, holding Pan Card No. [REDACTED], Mobile No. 7020157198; both Indian Nationals; both resident of H. No. 3/69, MuddaVaddo, SaligaoBardez, Goa;

3. Mr. **RAYMOND CLEMENT MORAES**, son of late Joseph Moraes, aged about 80 years, widower, (occupation), holding Pan Card No. [REDACTED], Indian Nationals, resident of Mhatre Palace, C.H.S.Flat No. 503 Link Road, I. C. Colony. Borivali West, Mumbai; hereinafter jointly referred to as "**the OWNERS**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include all their heirs, legal representatives, administrators, executors and assigns) of the **FIRST PART**.

AND

Mr. **LOURENCHINO RODRIGUES** alias **LOURENCINHO MILTON NAZARIO RODRIGUES**, son of late Piedade Rodrigues, aged about 49 years, married, businessman, holding Pan Card No. [REDACTED], holding Aadhaar Card No. [REDACTED], Mobile No. 9822686116, Indian National, resident of Rodrigues Waddo, Cavelossim, Salcete, Goa; hereinafter referred to as "**the DEVELOPER**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include his heirs,



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legal representatives, administrators, executors and assigns) of the SECOND PART.

WHEREAS there exists a Plot of land admeasuring 2022 sq. mts. formed out of the property named MUDDAWADI also known as MUDDAVADI surveyed under Survey No. 226/39 of Village Saligao, Bardez, Goa which property is neither found described in the Land Registration Office nor found enrolled in the Taluka Revenue Office of Bardez, which Plot is found fully described in **SCHEDULE-I** hereinafter appearing;

AND WHEREAS the said property MUDDAWADI was found surveyed under Old Cadastral Survey No. 1845 and the same was recorded in the name of Joao Francisco Marcelo Fernandes son of Manoel Salvador Fernandes and of Cecilia do Souza Fernandes;

AND WHEREAS the said Joao Francisco Marcelo Fernandes expired leaving behind his son Joubert Fenelon Marcos Fernandes who was married to Rita Fernandes;

AND WHEREAS the said property during the survey was recorded in the name of said Rita Fernandes;

AND WHEREAS the said Jouberto Fenelon Marcus Fernandes expired leaving behind his widow Rita Fernandes and one daughter named Maria Isabela Fernandes;

AND WHEREAS vide Deed of Sale dated 22/12/2003, registered in the Office of the Sub-Registrar of Salcete under Reg. No. 2538 at pages 145 to 158 of Book No. I, Vol. No. 1078 dated 02/01/2004 later on rectified vide Deed of Rectification dated 04/03/2004 registered in the Office of the Sub-Registrar of



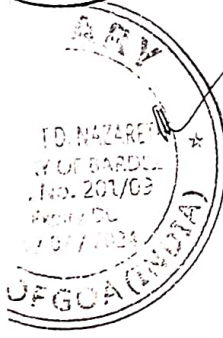
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Salcete under Reg. No. 376 at pages 117 to 124 of Book No. I, Vol. No. 1096 dated 09/03/2004 the said Maria Rita Josephine Fernandes alias Rita Josephine Fernandes alias Rita Fernandes along with his daughter Maria Isabela Fernandes e De Souza and her husband Jacinto Agapito Exaltation de Souza have sold and transferred the said Plot of land measuring 2022 sq. mts. in favour of Christina Veronica Coelho e Moraes alias Christina Veronica Coelho alias Tina Coelho, Raymond Clement Moraes and Lynette Bertha Moraes;

AND WHEREAS there exists another land adjoining the above property which is also named MUDDAWADI admeasuring 100 sq. mts. surveyed under Survey No. 226/32 of Village Saligao, which property is found fully described in **SCHEDULE-II** hereinafter appearing;

AND WHEREAS adjoining to the said properties is also another property named MUDDAWADI admeasuring 175 sq. mts. surveyed under Survey No. 226/36 of Village Saligao, which property is found fully described in **SCHEDULE-III** hereinafter appearing;

AND WHEREAS by virtue of Deed of Sale and Conveyance dated 28/11/2001, registered in the Office of the Sub-Registrar of Bardez under Reg. No. 2389 at pages 275 to 288 of Book No. I, Vol. No. 865 dated 05/12/2001, Miss Christina Veronica Coelho and Oswald Clifford Moraes i.e. the member No. 1 and 2 of the **OWNERS** had purchased the said property named MUDDAWADI admeasuring 100 sq. mts. surveyed under Survey No. 226/32 of Village Saligao, which property is found fully described in **SCHEDULE-II** hereinafter appearing and half



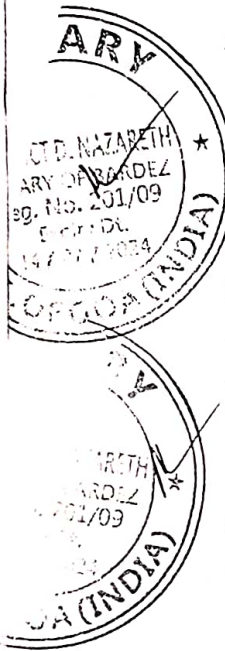
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undivided share in the property named MUDDAWADI admeasuring 175 sq. mts. surveyed under Survey No. 226/36 of Village Saligao, which property is found fully described in **SCHEDULE-III** hereinafter appearing;

AND WHEREAS the balance half undivided share in the said property surveyed under Survey No. 226/36 of Village Saligao was purchased by Miss Christina Veronica Coelho and Oswald Clifford Moraesi.e. the member No. 1 and 2 of **the OWNERS** herein vide Deed of Sale and Conveyance dated 22/09/1998 registered in the Office of the Sub-Registrar of Bardez under Reg. No. 1391 of Book No. I, VOL. No. 608 dated 29/09/1998;

AND WHEREAS the said Lynette Bertha Moraes expired and upon her death an Inventory Proceedings were initiated in the Court of the Civil Judge at Mapua being Inventory Proceedings No. 83/2020/E and in said Inventory Proceedings the said Plot described in **SCHEDULE-I** hereinafter appearing was listed at ITEM NO. 4. By virtue of Final Allotment, the said Plot was allotted to the member No. 1 and 2 of **the OWNERS** and usufruct thereof was allotted to the member No. 3 of **the VENDORS**;

AND WHEREAS the member No. 1 and 2 of **the OWNERS** as owners of the said properties described in **SCHEDULE-I, SCHEDULE-II** and **SCHEDULE-III** and the member No. 3 of **the OWNERS** as owners having usufruct in the said property described in **SCHEDULE-I** are intending to sell and transfer the said properties described in **SCHEDULE-I, SCHEDULE-II** and **SCHEDULE-III** in favour of **the PURCHASER**. The said 3



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(three) properties are jointly hereinafter referred to as "the said PROPERTIES" for the sake of brevity.

AND WHEREAS in furtherance of jointly developing the SAID PROPERTIES, the DEVELOPER shall secure the necessary approvals/ either renewals or fresh approvals from the Town & Country Planning Department/ NGPDA and/or other authorities as required for construction and development in the SAID PROPERTIES. Such approvals shall also include but not restricted to all other approvals/NOCs from authorities as may be required from time to time in the name of the OWNERS.

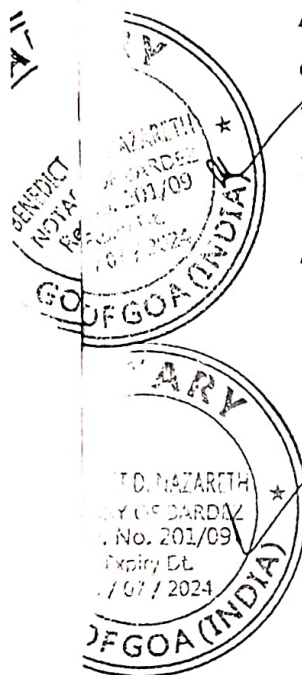
AND WHEREAS the appointment of an Architect, finalization of design/drawings and appointment of structural engineer shall be done exclusively by the DEVELOPER henceforth on the SAID PROPERTIES

The DEVELOPER and the OWNERS after a series of meetings, negotiations and discussions have entered into a concluded contract in terms of which the OWNERS have agreed to collaborate with the DEVELOPER and jointly develop the SAID PROPERTIES in accordance with the terms and conditions set out in this Agreement and appearing herein below;

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO AS UNDER:

1. **THE JOINT DEVELOPMENT OF SAID PROPERTY :**

1.1. The DEVELOPER and the OWNERS do hereby agree to jointly develop the SAID PROPERTIES and construct and jointly



develop on the SAID PROPERTIES, a project, which project shall hereinafter be referred to as the SAID PROJECT.

1.2. All the terms and conditions of this agreement and the clauses detailed herein below constitute and form part of the JOINT DEVELOPMENT.

2. **THE SAID PROJECT:**

2.1. The DEVELOPER and the OWNERS shall jointly develop the SAID PROPERTIES, by constructing thereon the SAID PROJECT, which project shall consist of villas, apartments or such other premises/units as may be agreed between the DEVELOPER and the OWNERS, wherein the DEVELOPER shall transfer in favour of the OWNERS two independent Villas each admeasuring 199.10 sq.mts., of built up area as and by way of the share of the OWNERS in the SAID development, in addition to a payment of a sum of Rs.1,14,00,000/- (Rupees one crore fourteen lakhs only)

2.2. The DEVELOPER and the OWNERS shall conceptualize the said project within the framework of, and parameters permissible, under the law, keeping in mind the mutual interest of both the parties hereto.

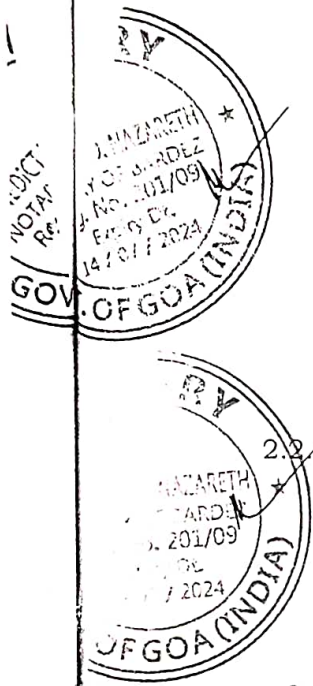
2.3. The SAID PROJECT, either before or after completion shall be identified in the name and style as may be decided by the FIRST PARTY/DEVELOPER and the SECOND PARTY/OWNER jointly.

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3. THE SCOPE OF WORK, OBLIGATIONS AND CONTRIBUTION OF THE DEVELOPER AND OWNERS UNDER THIS AGREEMENT :

3.1. The primary obligation and contribution of the OWNERS to this agreement is be to irrevocably permit and authorize the DEVELOPER to enter into the SAID PROPERTIES and as its own business to carry out the construction and development of the SAID PROPERTIES at his own cost and sale of premises constructed therein to prospective buyers of the premises/units/Villas constructed in the SAID PROJECT, solely in its name and at its discretion keeping the OWNERS informed about the stages of development and construction taking place in the SAID PROPERTIES, which the OWNERS do hereby agree with the DEVELOPER upon the execution of this Agreement.

3.2. The DEVELOPER AND THE OWNERS for the purpose of this agreement shall be construed to be in joint possession of the said properties and the OWNERS shall continue to be in joint possession until such time the built up area which the OWNERS are entitled to is allotted exclusively to the OWNERS.

3.3. The OWNERS in furtherance of this agreement do hereby undertake to sign and execute any further documents or deeds or agreement/s that may be called upon by the DEVELOPER in order to implement the scheme of the SAID PROJECT.

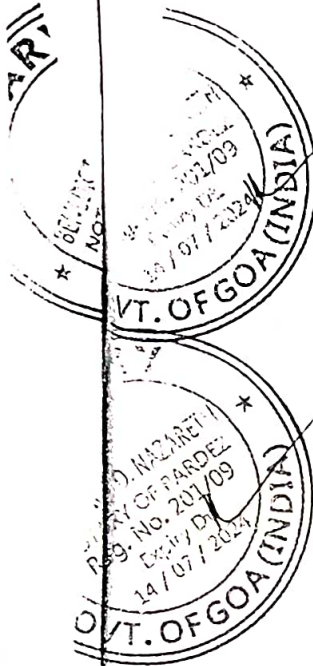
3.4. In addition to the above amount of Rs.1,14,00,000/- the DEVELOPER has agreed that as his share of development in the said Properties, the OWNERS shall be entitled to and shall be

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allotted two villas each admeasuring 199.10 sq.ms. of built up area

3.5. After execution of this Agreement, the DEVELOPER shall invest an amount as may be required towards development and construction cost of the SAID PROJECT till the completion of the SAID PROJECT including the cost of construction until completion of the two villas which the OWNERS are entitled to as their share of development .

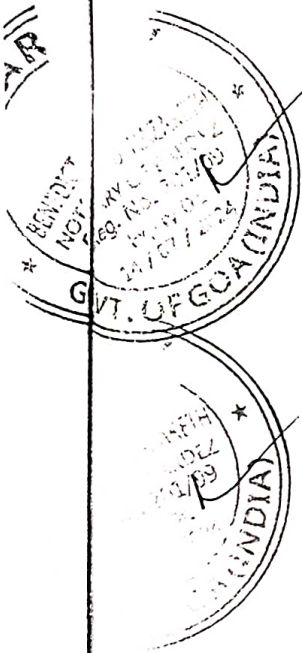
3.6. The DEVELOPER at his own cost shall:

i. Obtain all the permissions, licences, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc. required by law for the SAID PROJECT and everything that is necessary in this regard in the name of the OWNERS, they being the owners of the SAID PROPERTIES;

ii. Procure raw materials, labour and such other material as is required for the SAID PROJECT;

iii. Engage services of Architects, Engineers, Contractors, Labourers, Workers and other personnel as may be required for the purposes of development of the SAID PROPERTIES and either through them or itself supervise the construction and ensure that the construction is being carried out as per the approved plans and designs;

iv. Be in total and complete control of the construction and other activities to be carried out in and over the SAID PROPERTIES or pertaining to the SAID PROJECT;



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v. Obtain completion/occupancy certificate for the SAID PROJECT, as a whole or in parts, as per the rules and regulations applicable;

vi. Put up a board or hoarding at the SAID PROPERTIES displaying the details about the development being undertaken as required by law or as deem fit by the DEVELOPER and OWNERS, including advertisements;

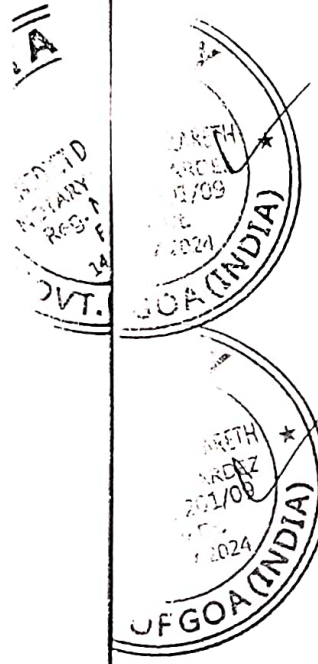
vii. Issue advertisements to the public about the SAID PROJECT and/or the premises/unit(s) in the SAID PROJECT by such medium as deem fit by the DEVELOPER, including advertisements inviting offers for purchase, lease etc. of premises/unit(s) in the SAID PROJECT.

4. SHARES OF THE DEVELOPER AND OWNERS UNDER THIS AGREEMENT FOR JOINT DEVELOPMENT AND THEIR RESPECTIVE RIGHTS AND OBLIGATIONS IN RESPECT THEREOF:

4.1. In consideration of the respective promises, obligations and contributions as aforesaid, the DEVELOPER and the OWNERS have agreed to share the built up areas in the SAID PROJECT constructed by the DEVELOPER and being attributable to the OWNERS, in the following manner:-

a) The Owners shall be entitled to two villas each having a built up area of 199.10 sq.mts., together with the proportionate share in land corresponding the built up area of the said two villas to be retained by the owners.

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b) The OWNERS shall also be entitled to receive from the DEVELOPER an amount of Rs.1,14,00,000/- out of which a sum of Rs.50,00,000/- has been paid by the Developers to the Owners prior to the execution of this agreement and the balance amount of Rs.64,00,000/- (Rupees sixty four lakhs only) shall be paid in the following manner:-

i) An amount of Rs.20,00,000/- (Rupees twenty lakhs only) within a period of one month from the date of execution of this Agreement

ii) A further sum of Rs.10,00,000/- (Rupees ten lakhs only) within a period of one month from the date of payment at No.(i) above

iii) A further sum of Rs.10,00,000/- (Rupees ten lakhs only) within a period of 1 month from the date of payment at (ii) above

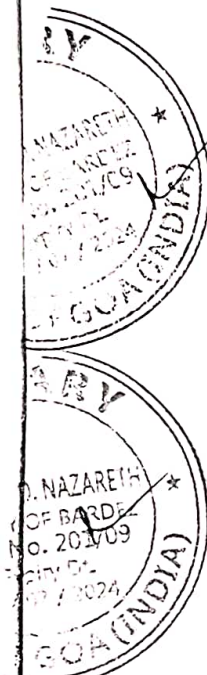
iv) A further sum of Rs.10,00,000/- (Rupees ten lakhs only) within a period of 1 month from the date of payment at (iii) above

v) The balance consideration of Rs.14,00,000/- (Rupees fourteen lakhs only) within a period of 1 month from the date of payment at (iv) above

c) The DEVELOPER shall be entitled to the remainder of the built up area excluding the two Villas and shall also be entitled to the proportionate share in land corresponding the built up area of the remainder of the built up areas in the said properties, excluding the proportionate share in land in the said two villas which is retained by the OWNERS.

6. 5. ORIGINALS :

5.1 The said original deeds and documents of title shall be in joint custody of the DEVELOPER and the OWNERS and both



D. L. L. *[Signature]* *[Signature]* *Rodrigues*

the parties agree to jointly produce the same for inspection as and when called upon by any prospective purchasers or authorities

5.2 The OWNERS shall execute a Power of Attorney in favour of the DEVELOPER to enable the DEVELOPER to secure all plans, NOC, licenses and other permissions that may be required in furtherance to construction and Development of the SAID PROJECT in the SAID PROPERTIES, simultaneously with the execution of this agreement.

5.3 The DEVELOPER with the necessary assistance from the OWNER shall obtain the following permissions which shall be at the cost of the DEVELOPER within a period of 3(three) months, excluding such period of delay that may be caused due to any force majeure conditions from the date of this agreement:-

- a. Approval from TCP/NGPDA
- b. Construction license from the Village Panchayat of Saligao, Bardez, Goa;
- c. Approvals/NOCs/Consent from the Office of the;
 - i. Electricity Department,
 - ii. PVD Department,
 - iii. Goa State Pollution Control Board, North Goa District Office, Panaji -Goa, to establish under S. 26 of the Water (Prevention and Control Of Pollution) Act of 1974 and S.21 of the Air (Prevention and Control of Pollution) Act of 1981, for the installation of septic tank;
 - iv. Fire and Emergency Services;
 - v. Department of Forest;
 - vi. Or any other such Authority or Government Office/s or Corporation/s as may be required from time to time.



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d. Reistration under The Goa Real Estate Regulatory Authority (RERA)

5.4 The DEVELOPER shall with the active co-operation and assistance of the OWNERS, but at the DEVELOPER'S cost, obtain the completion Certificate and Occupancy Certificate from the concerned authorities on completion of the construction and development of the SAID PROJECT.

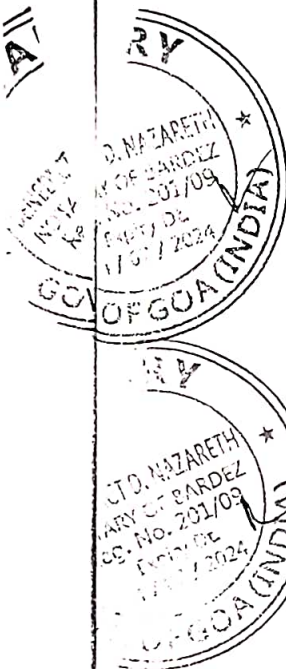
5.5 All cost pertaining to obtaining the approvals, completion or occupation certificate upon completion of the construction by the DEVELOPER as per the approved plans shall be borne by the DEVELOPER.

5.6 The responsibility of paying all taxes arising on the SAID PROJECT other than the respective income tax shall be borne by the DEVELOPER who shall be responsible for filing all requisite returns in this regards. To clarify the DEVELOPER shall collect and discharge the entire GST as applicable on the sale of premises/units in the SAID PROJECT at the time of sale of these premises/units in the SAID PROJECT.

5.7 It is further agreed between the DEVELOPER and the OWNERS, that the GST effect as applicable on unsold units or applicable by way of reverse charge by virtue of this agreement for joint development will be borne Exclusively by the DEVELOPER.

6. TAXES :

6.1 As stated and agreed between the OWNERS, the DEVELOPER shall be entitled to collect from the purchaser/s of



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the premises constructed in the SAID PROJECT on the SAID PROPERTY all deposits payable to any statutory authority/ies, water supply and sewerage Board, Electricity Department or any such authority/ies for availing such utility connection for the premises in the SAID PROJECT for the respective purchaser/s, including maintenance charges for maintenance of common amenities, corpus fund and this deposit shall constitute the Non Distributable Amount as defined hereinabove.

6.2 The DEVELOPER will also be entitled to collect all the taxes, works contract and VAT, GST, service tax or any statutory payments, levied by the State, Central Government Authority, Semi Government Authority and/or any Corporations for the development and construction of the SAID PROJECT in the SAID PROPERTY, from the purchaser of the saleable area in the SAID PROJECT separately as applicable and the same shall not be a part of the Distributable Revenue. The DEVELOPER undertakes to remit VAT, GST, service tax, to the concerned departments for the entire project as applicable and keep the OWNERS indemnified against any action against them on account of non-payment of these taxes.

6.3 All rates, taxes, charges, assessments, duties, land revenue and other outgoings in respect of the SAID PROPERTIES upto the date of execution of this Agreement shall be paid by the OWNERS. In the event that such charges have not been paid by the OWNERS, the OWNERS undertake to pay the same immediately.

6.4 The GST shall be borne by the respective parties as applicable by competitive tax authority



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7. VARIATIONS IN PLANS.

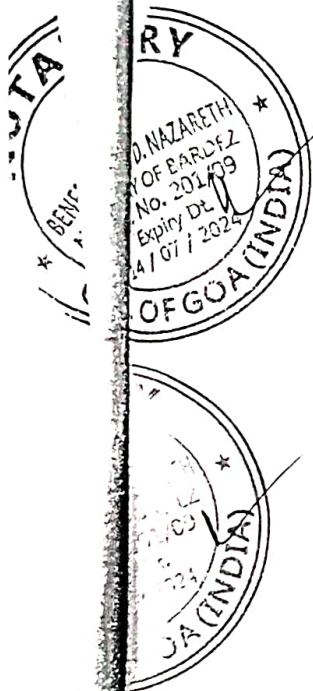
7.1. The DEVELOPER shall carry out such variations and alterations in the SAID PROJECT plans including relocating the open space/all structures/ buildings/ garden spaces and /or varying the location of the access of the SAID PROJECT, as the exigencies of the situation and the circumstances of the case may require.

7.2. The DEVELOPER shall be entitled to revise the specifications relating to the exterior of the SAID PROJECT and/or all common structures, areas, amenities in and around SAID PROJECT.

8. 8. COMPLETION OF PROJECT :

8.1. The DEVELOPER shall do all that is necessary to complete the project and shall comply with the terms and obligations within a period of 36 (thirty six) Months from the date of execution of this agreement, subject to a further extension of 6 months as mutually agreed between the DEVELOPER and OWNERS. However, it is expressly agreed between the parties hereto that this period shall exclude the Force majeure conditions as stipulated in clause 14 appearing hereinafter.

8.2. The DEVELOPER hereby agrees and undertakes that the SAID PROJECT shall be completed in terms of this AGREEMENT even if no bookings are made for the SAID PROJECT.



D. Lael *[Signature]* *[Signature]* *[Signature]*

8.3. In the event despite elapse of period contemplated in Clause above, the said premises/units in the SAID PROJECT or in the case of any one of the said premises/units in the SAID PROJECT remain unsold, the following shall ensue:-

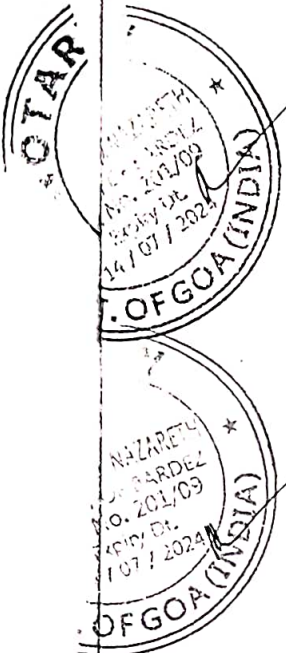
a. The DEVELOPER shall get on ownership basis, premises/units identified into distinct premises/units in the SAID PROJECT of the total built up and saleable area in the balance unsold areas;

b. The OWNERS shall get on ownership basis two Villas each measuring 199.10 sq.mts., identified into distinct premises/units in the SAID PROJECT .

8.4. In the event of circumstances in terms of the above, the actual identification of the premises in the SAID PROJECT to be given to the OWNERS shall be done in a manner that the OWNERS shall consent and agree.

8.5. After identification and allotment of the said two Villas in the SAID PROJECT, the DEVELOPER and OWNERS shall execute the necessary documents/instruments of allotment of the said two Villas. The cost for stamp duty and registration fees or any other fees payable in respect of registration of such documents shall be borne by the DEVELOPER.

8.6. After execution of necessary documents in terms of the above, each party shall be free to deal with and dispose of their respective premises in the SAID PROJECT, including entering into memorandum(s) of understanding, agreement(s) or deed(s)



L. Lael *[Signature]* *[Signature]* *[Signature]*

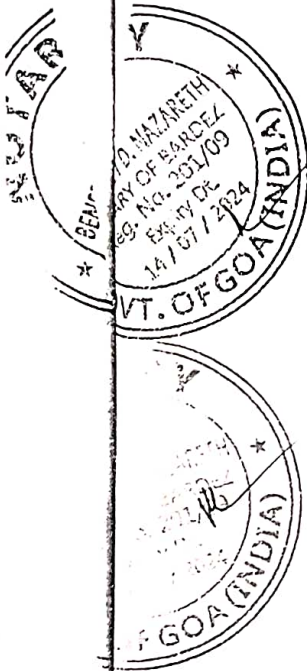
with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of any or all of their premise(s)/ unit(s) in the SAID PROJECT and receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to the condition that the title and interest of the DEVELOPER and the OWNERS to the undivided proportionate share in the land of the SAID PROPERTY shall be joint and impartible and the parties shall not be entitled for demarcation or partition of their right in or to the land of the SAID PROPERTY.

8.7. Upon completion of the project, the DEVELOPER, and the OWNERS shall in person or their duly authorized representative, agree to sell transfer or otherwise dispose of undivided share of land in the SAID PROPERTY corresponding to the built up areas of the SAID PROJECT and/ or execute necessary documents/instruments for sale of premises/units in the SAID PROJECT in favour of its prospective Purchasers, which the DEVELOPER has identified in terms of this AGREEMENT, as and when called upon by DEVELOPER.

9. FORMATION OF ENTITY:

9.1. The DEVELOPER and OWNERS do hereby mutually agree to assist each other in forming a co-operative society or a limited company or an association of persons or such other entity (hereafter referred to as an ENTITY) for owning and maintaining the SAID PROPERTY and the SAID PROJECT.

9.2. It shall be entirely at the discretion of the parties to decide whether to form a co-operative society, a limited company, an



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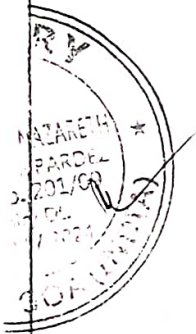
association of persons or any other entity of the purchasers of the premises/units in the SAID PROJECT and /or the SAID PROEPRTY.

9.3. When a decision in this matter is taken, the respective parties shall sign all form(s), application(s), deed(s), and other document(s) as may be required for the formation of the ENTITY.

9.4. All costs, charges, fees, expenses including stamp duty, registration charges and other expenses in connection with preparation, execution and registration by the deed of conveyance and/or for the formation of the ENTITY shall be borne by the parties in the proportion of their holding in the SAID PROJECT and/or by the Purchaser of the premises and/or premises/units of the SAID PROJECT.

9.5. After completion of the SAID PROJECT and in the event if some of the premises are unsold, the responsibility and liability for maintenance of these unsold premises/ units in the SAID PROJECT shall be exclusive responsibility of the DEVELOPER of the costs incurred for the upkeep of unsold premises, including the share in the maintenance of common amenities, in the event premises in the SAID project are sold, the responsibility and liability for maintenance shall be of the concerned purchasers.

9.6. For the purpose of maintenance of the common areas and the SAID PROJECT, the DEVELOPER shall be at liberty to undertake maintenance by itself and/or appoint a Maintenance Agency and shall execute maintenance agreement with the



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purchasers of the premises/units on terms and conditions it deems fit and necessary and the DEVELOPER and or the OWNERS shall not be made liable in any manner in respect of the same.

10. INCREASE IN FAR:

In the event, before the execution of the final sale deed(s), the FSI/FAR presently allowed to the SAID PROPERTY is increased or decreased or any other or further benefits /restrictions are granted/imposed by law or any authority in respect of the SAID PROPERTY, all such benefits/restrictions shall be in the ratio of 37:63 respectively.

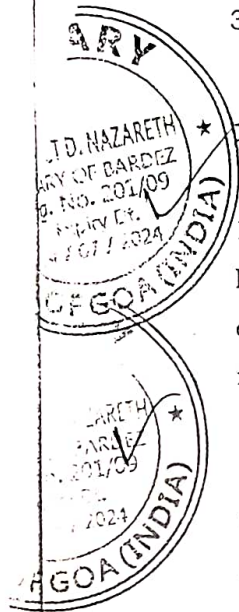
11. MARKETING AND MARKETING RIGHTS :

11.1. Subject to receipt of registration under RERA, the DEVELOPER shall, from the Effective Date, have the sole and exclusive right of marketing the SAID PROJECT under any name/trade name/trademark as it may deem fit.

11.2. The DEVELOPER shall be solely and exclusively liable and authorized to conceive, manage and control the complete marketing, branding and other related activities.

11.3. In furtherance of the above, OWNERS agrees that the DEVELOPER shall have complete control over determination of the marketing or marketing plans for the SAID PROJECT. The DEVELOPER may as it may deem appropriate shall accordingly prepare a marketing plan for the SAID PROJECT, taking into

22/11/2019



J. Bell *[Signature]* *[Signature]* *[Signature]*

account the stage of development of the SAID PROJECT, the schedule of development of the SAID PROJECT, market conditions, minimum price of sale or transfer of premises/units, payment plans and schedules and terms of agreements to be entered into with the prospective purchasers of the premises in the SAID PROJECT.

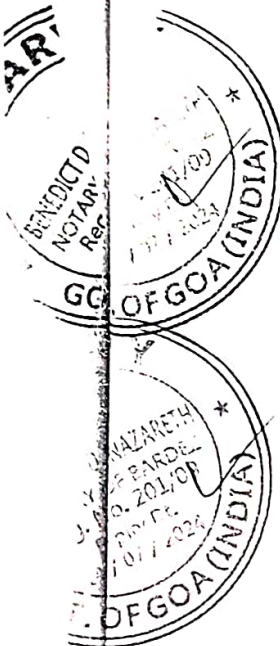
12. BRANDING :

12.1. The DEVELOPER shall have the sole and exclusive right to brand the SAID PROJECT. The developments thereon including naming various Unit types and buildings to be developed in the SAID PROJECT shall be determined by the DEVELOPER. The SAID PROJECT shall be marketed through utilization of the brand of the DEVELOPER, on all promotional material, print media, tele-media, events, advertisement, etc., relating to the SAID PROJECT.

12.2. The DEVELOPER shall be entitled to brand the development and name the SAID PROJECT and the same shall not be changed. However, the SAID PROJECT shall be named "TRANQUIL"

13. TERMINATION:

13.1. In the event the DEVELOPER fails to comply with any of the conditions stipulated in this AGREEMENT herein above and/or in the event the approvals for the SAID PROJECT are not given by the concerned authority for reasons not attributable to the OWNERS and/or in case of any objection received from any person in respect of any claim/s and/or demand/s against the DEVELOPER and or in the SAID PROPERTIES, this Joint



[Handwritten signatures]


Development and/or the development not attributable to the OWNERS thereof which has the effect of disturbing or frustrating this agreement or in any manner impeding the development of the SAID PROPERTIES, the OWNERS shall be entitled to terminate this AGREEMENT for Joint Development of the SAID PROPERTIES by giving the DEVELOPER, a one month notice in writing to this effect and upon expiry of one month, the AGREEMENT shall stand terminated for all effective and practical purposes and THE OWNERS shall be liable to refund all the monies paid under this AGREEMENT and also the monies invested by the DEVELOPER, under this AGREEMENT within a period of 3 months from receipt of the notice and in the event of failure to effect payment within a period of 3 months, interest @ 5% per annum shall be levied.



14. FORCE MAJEURE:

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



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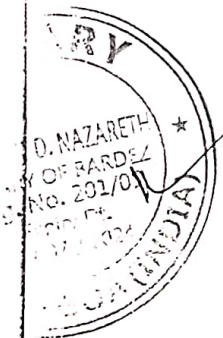
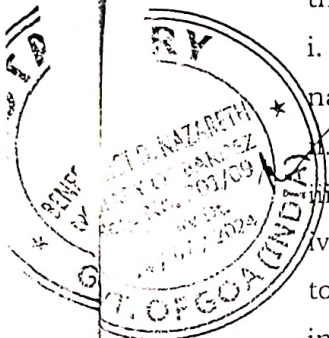
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performance thereof is prevented by Force Majeure Event and the time limits laid down in this AGREEMENT for the performance of such obligations shall be deemed to be extended accordingly upon occurrence and cessation of any event constituting Force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

14.2. Force Majeure" shall mean and include an event as preventing the DEVELOPER and/or the OWNERS as is applicable, from performing any or all of its obligations under this AGREEMENT, which arises from or is attributable to any of the below events:

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



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- viii. any claim, challenge or objection to the SAID PROJECT or on the rights of the DEVELOPER and/ or the SAID PROJECT;
- ix. any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the SAID PROPERTY which renders liable or endangers the health and safety of either Party or the general public;
- x. Due to the outbreak of any epidemic or Pandemic or;
- xi. Any change in Applicable Laws adversely affecting the development of the Residential Project; or
- xii. Any occurrence of an event which is not in control of the DEVELOPER.



15. Without prejudice to the other rights under this AGREEMENT, Incase if any defect is found in the title of the OWNERS to the SAID PROPERTIES and/or in the present agreement and/or the DEVELOPER is ever dispossessed from and/or prevented from undertaking the development of the SAID PROPERTIES, or any part thereof, then the OWNERS agree and undertake at all times, to indemnify and keep indemnified the DEVELOPER herein and his transferee/assigns against any loss, damage, cost, charges, expenses, suffered by the Developer on account of any defect in title of the OWNERS or fault of the OWNERS or any breach of the covenants.



16. The OWNERS do hereby declare and assure the DEVELOPER that:

- a. The OWNERS nor any of its assignee/s, successor/s or nominee/s have entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROPERTIES, nor have they agreed to sell or otherwise transfer

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their rights, share or interest in the SAID PROPERTIES in any manner whatsoever, to any person/s and that the SAID PROPERTIES is marketable and that they hold clear title to the same for the DEVELOPER and the OWNERS to take up its development and serve the purpose of its joint development by DEVELOPER, except for the conditions mentioned hereinabove

b. The SAID PROPERTIES or any part thereof is not a subject matter of any pending litigation;

c. The SAID PROPERTIES or any part thereof is not a subject matter of acquisition under the Land Acquisition Act 1984, Requisition Act, Defence of India Act or C.A.D.A area;

d. The SAID PROPERTIES or any part thereof was never a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal.

e. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID PROPERTIES;

f. No easements or right of way run through or over the SAID PROPERTIES.

g. No Order of any Court, Tribunal or Authority or Comunidade prohibits or impedes the beneficent use of the SAID PROPERTIES for construction or any other activity.

h. the SAID PROPERTIES are fit for development and there are no disability or restriction on development of the SAID PROPERTIES or construction thereon.

i. The OWNERS do hereby undertake that they shall at all times hereafter do, perform, execute or cause to be done, perform and execute all such acts, deeds and things whatsoever which may be necessary for further, better and more perfect performance of this agreement and the development of the SAID



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PROJECT or the SAID PROPERTIES according to the intent and meaning of this AGREEMENT or as reasonably required by the OWNERS.

17. CONVEYANCE

a) After the completion of the Project the OWNERS shall execute a conveyance deed in favour of the Developer and /or the purchasers of flats/shops conveying the proportionate share in land corresponding the built up area of each of the Apartments and/or shops at the request of the Developer retaining for themselves however, the proportionate share in land corresponding the built up area of the two villas.

b) After the completion of the two villas ready in all respects in terms of the approved plans and specifications The Developer shall execute a Deed of Handing over possession to the owners and such document shall be construed to be a document of title to the owners, the Owners having retained the proportionate share in land corresponding the built up area of their Villas.

c) The stamp duty, registration charges and all other incidental expenses towards conveying the proportionate share in land corresponding the built up area of the development excluding the proportionate share in land of the two villas retained by the Owners, shall be defrayed by the Developers or their nominees and /or the Villas/unit holders



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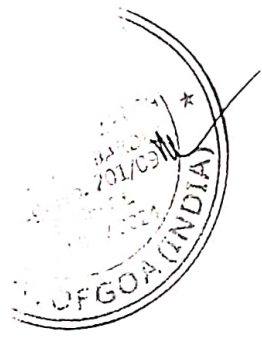
18. MISCELENEOUS :

18.1. The respective rights and obligations of each party shall continue and subsist even after the completion of the SAID PROJECT and/or till such premise /units are sold in favour of the prospective buyers and the purpose of this agreement is fulfilled.

18.2. Nothing contained in this Agreement shall be construed to be a partnership or a Joint Venture between the parties except as provided in the clauses hereinabove nor shall anything contained in this Agreement be construed to create a relationship of a principal and agent between the parties nor will the DEVELOPER be treated as a consumer qua the OWNERS in respect of the premises/units or the SAID PROJECT and/ or SAID PROPERTIES. Similarly, nor the OWNERS be treated as consumer qua the DEVELOPER in respect of the SAID PROPERTIES.

18.3. The parties hereto are entitled to specific performance of the terms of this AGREEMENT.

18.4 All letters, notices, communications to the DEVELOPER and the OWNERS, by or under this agreement or otherwise shall be addressed at the addresses aforesaid. Any change in the above address shall be notified by the concerned party to the other party, in writing. Until and unless the communication of such change in address is received by the other party the above address shall be deemed to the valid and existing address of the parties. Any letters, reminders, notices, documents, papers or



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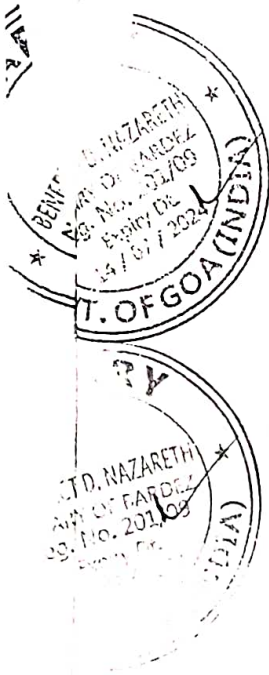
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communication etc. sent on the above address or the changed address (subject to the immediately above preceding clause) by REGISTERED AD or Under Certificate of Posting shall be deemed to have been lawfully served and received by the respective parties.

18.5. If any of the clauses and/or terms of this AGREEMENT are rendered unenforceable or invalid under any applicable law or be so held by a decision of any applicable court / authority/ any other authority having jurisdiction in the present case, such unenforceability or invalidity shall not render this AGREEMENT unenforceable or invalid as a whole, and, in such event, the validity, legality and enforceability of any or all the other remaining clauses or terms of this agreement shall not in any way be affected or impaired thereby and shall be binding between the DEVELOPER, and the OWNERS. However, that clause or term which is rendered unenforceable or invalid under any applicable law shall be changed and interpreted so as to best accomplish the objectives of such clause and /or term within the limits of applicable law or applicable court/authority's decision.

18.6. The present AGREEMENT only pertains to the joint development agreement and is based on sharing of built up area in a manner more specifically set out hereinabove between the DEVELOPER and the OWNERS. The agreement for sale of the premises / premises/units in the SAID PROJECT alongwith the corresponding proportionate undivided share in the SAID PROPERTIES, shall be executed as when the sale is affected. Hence, a stamp duty of Rs.5,000/--(Rupees Five Thousand Only)



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is annexed hereto which duty is borne by the DEVELOPER herein.

SCHEDULE-I

(Description of the said PROPERTY No. 1)

All that Plot of land admeasuring 2022 sq. mts. formed out of the property named MUDDAWADI also known as MUDDAVADI surveyed under Survey No. 226/39 of Village Saligaowithin the area and jurisdiction of Village Panchayat of Saligao, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property is neither found described in the Land Registration Office nor found enrolled in the Taluka Revenue Office of Bardezalongwith old dilapidate House bearing No. 3/62 and the same is bounded as under:

East: By property surveyed under Survey No. 226/33;

West: By property surveyed under Survey No. 227/15;

North: By the properties surveyed under Survey Nos. 226/10, 226/34, 226/35 and 226/36; and

South: By Road.

SCHEDULE-II

(Description of the said PROPERTY No. 2)

All that property named MUDDAWADI admeasuring 100 sq. mts. surveyed under Survey No. 226/32 of Village Saligao, Village Saligao within the area and jurisdiction of Village Panchayat of Saligao, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property is neither found described in the Land Registration Office nor found enrolled in the Taluka Revenue Office of Bardez, surveyed under



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Survey No. 226/32 of Village Saligao and the same is bounded as under:

East: By property surveyed under Survey No. 226/33;

West: By property surveyed under Survey No. 226/27;

North: By the properties surveyed under Survey Nos. 226/28 and 29; and

South: By property surveyed under Survey No. 226/36.

SCHEDULE-III

(Description of the said PROPERTY No. 3)

All that property named MUDDAWADI admeasuring 175 sq. mts. surveyed under Survey No. 226/32 of Village Saligao, Village Saligao within the area and jurisdiction of Village Panchayat of Saligao, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property is neither found described in the Land Registration Office nor found enrolled in the Taluka Revenue Office of Bardez, surveyed under Survey No. 226/36 of Village Saligao and the same is bounded as under:

East: By property surveyed under Survey No. 226/33;

West: By property surveyed under Survey No. 226/35;

North: By the properties surveyed under Survey Nos. 226/32; and

South: By property surveyed under Survey No. 226/39.

IN WITNESS WHEREOF parties hereto have set and subscribed their respective hands and signatures to this Agreement on day, month and year first herein above written.

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OWNERS :-

Coelho

- Mrs. CHRISTINA VERONICA COELHO E MORAES
alias CHRISTINA VERONICA COELHO
alias TINA COELHO,



Coelho

- Mr. OSWALD CLIFFORD MORAES,



Rodrigues

- Mr. RAYMOND CLEMENT MORAES



Rodrigues

DEVELOPER
LOURENCHINO RODRIGUES alias LOURENCINHO
MILTON NAZARIO RODRIGUES



WITNESSES:-

- Rodrigues*
- A*



Coelho

Coelho

Rodrigues

Rodrigues

Specifications for Oswald's two villas

FLOORING

- Internal flooring : Johnson/ Kajaria/ equivalent
- External flooring : Granite/ matt finished vitrified tiles of Kajaria/ equivalent

DECK

- WPC flooring: Bathroom/ kitchen walls tiles Kajaria ceramic tiles/ equivalent

WOOD WORK

- Kitchen: Hafele/ equivalent
- Frames of doors, windows teak wood
- Doors: High grade flush doors with veneer and polished both sides
- Locks: Godrej/ equivalent

BATHROOMS

- CP fittings: Jaquar/ equivalent
- Wash basin: Hindware/ Jaquar/ Kohler/ equivalent
- Sanitary fixtures: Hindware/ Jaquar/ Kohler/ equivalent
- Shower cabins: Toughened glasses fittings of ozone/ Dorma/ equivalent
- Bathrooms vanities: Hettich/ equivalent
- Plumbing pipes: Finolex/ Astral/ equivalent

OTHER ITEMS

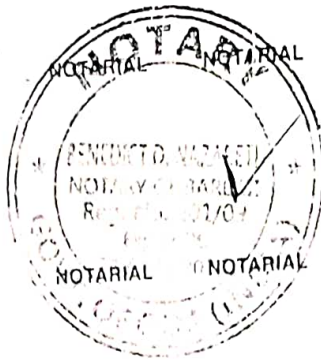
- Air conditioning: Daikin/ equivalent
- Lightning: Havells/ equivalent
- Switch/ sockets: Legrand/ equivalent
- Electrical w re: Polycap/ equivalent
- Railing: MS railing

STRUCTURE

- Internal walls: Flyash bricks
- Structure: Earthquake resistant RCC framed structure
- Plinth: High plinth levels with damp proofing below ground levels
- Roofing: Mangalore/ Country tiles over reinforced concrete slopping roof
- External walls: Heat insulated and waterproof blocks



I, hereby attest the above signature of the executant's
Shri./ Smt./ Kum. ^{Chaitanya / Madal / Govind / Prasad /} ~~_____~~ ^{Mans / Laxman / M /} ~~_____~~ ^{Pradyumn}
r/o. ~~_____~~ ^{Saigao / Mumbai /} ~~_____~~
who has signed before me and has been identified
by ~~_____~~ ^{Andhaar Card No. _____}
Whom I know Personally.




SR. No.: 380/2021
DATE: 4/9/2021

BENEDICT D. NAZARETH
NOTARY OF BARDEZ
REG. NO. 201/09

NOTARIAL NOTARIAL

// //

Certified to be the
true copy of the original


BENEDICT D. NAZARETH
NOTARY OF BARDEZ

Sr No: 583/2021
Dated: 7/9/2021

