

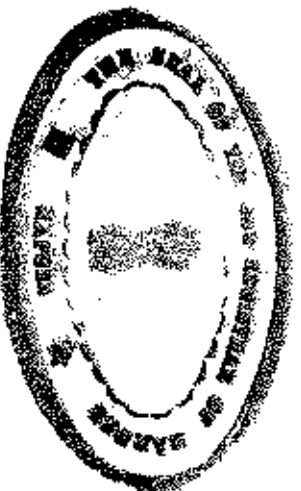
(Rajya Seva Sevak Mandali Bhawan and Sevak)

CHITRA VISWA CO-OP BANK LTD  
BRANCH: 67A, LINGA, 671001, KERALA  
MADRAS BRANCHING  
HATS, KANDAMBA  
SANDHEE - CHAI - 405511

CHITRA 27587  
147939  
R. 06900000/-P81147

INDIA STAMP DUTY 50%

Name of Purchaser ELLORA INFRATECH Pvt Ltd.



Sr. No. 2021/PK2/201  
14/02/2021

**AGREEMENT FOR JOINT VENTURE DEVELOPMENT**

Deim Technologies Private Ltd.

FOR ELLORA INFRA TECH PVT. LTD

*[Signature]*  
Authorized Signatory

*[Signature]*  
Director

**This AGREEMENT FOR JOINT VENTURE DEVELOPMENT** is made on this 15<sup>th</sup> day of

February 2021 at Mapusa, Bardez-Goa.

**BETWEEN**

1. **MR. LOURENCO D'SOUZA**, son of Anthony D'Souza, aged 40 years, business, married, Indian National, having PAN Card No. [REDACTED], resident of 1A, Wadi, Siolim, Goa,
2. **MR. VIKAS GANWANI**, son of K.G. Ganwani, aged 39 years, business, married, Indian National, having PAN Card No. [REDACTED] resident of 144, Lajpat Nagar, Delhi.
3. **MR. PANKAJ DABRAL**, son of K. R. Dabral aged 41 years, business, married, Indian National, having PAN Card No. [REDACTED], resident of Flat No.B/401, Soccoro Garden.
4. **M/S DEIM TECHNOLOGIES PVT. LTD.**, a Company incorporated under the Companies Act 1956, having its registered office at C-604, New Friends Colony, New Delhi- 110065 with CIN No. U29220DL2009PTC190808, PAN Card No. [REDACTED], represented by its Director, **MR. ANUJ BHEL**, son of Ashwinder Bhel, aged 32 years, business, Unmarried, Indian National, having PAN Card No. [REDACTED], resident of C-604, Near Gurudwara, News Friends Colony, Srinivaspuri, South Delhi, Delhi-110065, hereinafter jointly referred to as the "**FIRST PARTY (OWNERS)**" (which expression shall, wherever the context requires unless repugnant to



Deim Technologies Private Ltd.

For SUCRA INFOTECH PVT. LTD.

Director

the meaning thereof, be deemed to mean and include his legal representatives, executors, administrators, transferees and assigns) of the **ONE PART.**

**AND**

**ELLORA INFRA TECH PVT. LTD.** a Company incorporated under the Companies Act 1956, having its registered office at **D-22/5, Phase II, Okhla Industrial area, New Delhi -110020** registered with CIN No: U45200DL2011PTC212434, holding pan card no. [REDACTED] of [REDACTED] represented by its Director **MR. IQBAL AHMED ANSARI**, Age 33, holding Pan Card No. [REDACTED] S/o Mr. Imtiyaz Ahmed Ansari, R/o B 327, New Friends Colony, Delhi. hereinafter referred to as the "**SECOND PARTY (DEVELOPER)**" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART.**

**AND WHEREAS** in this Present Document First Party No. 2, **MR. VIKAS GANWANI** is represented by his Sister-in-law vide Power of Attorney Holder **MRS. SONU DABRAL**, authorized vide Power of Attorney dated 28.12.2020, Reg. No 968/2020, Executed before Notary Public Govt. of India bearing Regd. No. 2163/02 of Advocate Rubina Yasmin, New Delhi, Govt. of India. The notarized

Deim Technologies Private Ltd.

For ELLORA INFRA TECH PVT LTD

[Signature]

Director

copy of the said Power of Attorney is produced along with this Document.

**AND WHEREAS** in this Present Document First Party No. 3, **MR. PANKAJ DABRAL** is represented by his Wife vide Power of Attorney Holder **MRS. SONU DABRAL**, authorized vide Power of Attorney dated 28.12.2020 Executed before Notary Govt. of Goa (India) at Bardez, bearing Regd. No. 328, of Advocate L. M. Gainkar, under Registration No. 9497/2020.

**AND WHEREAS:**

i) The FIRST PARTY is the owner in possession of ALL THAT PROPERTY known as 'GHANE MOROD' parcel of land admeasuring 2279 sq. mts, situated at Parra Village, Bardez, Goa, within the limits of the Village Panchayat of Parra, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under No. 9393 at Pages 176 of Book B-24 and enrolled in the Taluka Revenue Office of Bardez under matrix no. 2495 and Surveyed under Survey No. 7/25-A of Village Parra, more particularly described in **Schedule** thereunder and hereinafter referred to as the "Said Property".



ii) The FIRST PARTY acquired title to the Said Property in the following manner:

Deim Technologies Private Ltd.

For EIL/DFA (MFR/AT/ECN PVT. LTD)

Director

A. The **bigger property** known as "**GHANE MOROD**" originally belonged to Rita Escolastica Matildes Santiago; Placido Santiago alias Caetano Placido Currino Xavier Santiago; Gama Damaso Marcal Santiago and Cirilo Santiago alias Filipe Santiago, sons of Antonio Piedade Santiago and of Ana Julia de Melo.

B. The said Rita Matildes Escolastica Santiago and Damaso Santiago had availed of loan of Rs. 1000/- from Mr. Antonio Proenca and the said loan was repaid by them by taking credit facility from Filipe Santiago and by way of the said Deed of Acknowledgement of Debt, Mortgage, Discharge and Releases dated 03/10/1936, the said Rita Matildes Escolastica Santiago and Damaso Santiago were discharged from the obligation under the loan with Antonio Proenca and all the mortgages in respect of the same were cancelled. The said Deed also records that towards the loan of Rs. 1000/- advanced by Filipe Santiago to Rita Matildes Escolastica Santiago and Damaso Santiago, the said Rita Matildes Escolastica Santiago and Damaso Santiago mortgaged their half rights in the bigger property known as "GHANE MOROD" in favour of the said Filipe Santiago till the repayment of the said loan.

C. Deed of Constitution of Division and Mortgage dated 19/09/1941 records the loan



Deim Technologies Private Ltd.

For ELLORA M. RAITECH PVT

Authorised Signatory

transaction of Rs. 1000/- between Rita MatildasEscolastica Santiago and DamasoSantiago and Filipe Santiago which loan of Rs. 1000/- was advanced by the said Filipe Santiago and in pursuance to the same, the said Rita MatildasEscolastica Santiago and Damaso Santiago mortgaged their share in the bigger property known as "GHANE MOROD" corresponding to half of the bigger property known as "GHANE MOROD" in favour of Filipe Santiago till such time that the loan amount was paid. The transaction recorded in Deed of 1936 is reiterated in the deed of 1941.



D. Vide WILL dated 08/11/1977 drawn at page reverse onwards of Book No. 104, in the Office of the Civil Registrar cum Sub Registrar Notary Ex-Ofificio in the judicial division of Bardez, at Mapusa, the said Cirilio Filipe Santiago alias Cirilo Santiago alias Filipe Santiago bequeathed half of his right in the bigger property known as "GHANE MOROD" in equal parts in favour of his nephews Julio Santiago and his niece Berta Santiago, both children of his deceased brother the said Placido Santiago and the other half to his grandnephew Alvaro Higinio Santiago alias Alvito Santiago married to Marcelina Deodita Santiago.

E. Vide WILL dated 10/12/1986 drawn at page 55V of Book No. 138, in the office of the

Dein Technologies Private Ltd

For EUCON/ASSTANTION SVT, LTD.

Director

Notary Ex-Officio in the judicial division of Bardez, at Mapusa, said Julio Santiago bequeathed his right in the said property in favour of the said Alvaro Higinio Santiago alias Alvito Santiago.

F. Vide Deed of Gift dated 14/08/1991 registered under No. 5248 at pages 67 to 73 of Book No. 1, Volume No. 40 dated 18/03/1972 executed before Sub-Registrar of Mapusa-Goa, the said Maria Clara Georgina Antonieta De Braganza E Souza and Jerome Minguel Jose Lucio De Souza gifted their undivided rights in the bigger property known as "GHANE MOROD" to their nephew the said Alvaro Higinio Santiago alias Alvito Santiago.



By virtue of Deed of Transfer & Exchange dated 06/03/1996, registered under No. 1762 of Book No. 1, Volume No. 417 dated 06/09/1996 executed before Sub-Registrar of Mapusa, the said Alvaro Higinio Santiago alias Alvito Santiago and his wife Marcelina Santiago transferred their rights in the bigger property known as "GHANE MOROD" in favour of the said Anthony Santiago alias Antonio Piedade Santana D. Braganza Santiago and the said Sebastiana Santiago in exchanged for rights in other property.

H. The said Mr. Antonio Piedade Santiago was married to Mrs. Ana Rosa Julia De Mello alias Anna Rosa Julia De Mello e Santiago

Deim Technologies Private Ltd. For ELLORA INFRA TECH PVT. LTD.

Authorized Signatory

Director

and both passed away on 15/08/1912 and 10/07/1907 respectively leaving behind their following legal heirs:

- a) Rita MatildasEscolastica Santiago
- b) Damaso Santiago
- c) Philip alias Cyril Santiago alias Cyrilo Santiago alias Filipe Santiago married to Maria AssuscenaQuiterio Santiago alias Maria AssuscenaQuiterio Santiago.
- d) Caetano Placido Cursino Xavier Santiago alias Placido Santiago married to Maria EsminiaJovinaProeucaBraganca e Santiago.



The said Miss Rita MatildasEscolastica Santiago passed away on 10/02/1962 in the status of a spinster and the said Damaso Santiago passed away on 08/07/1942 in the status of a bachelor;

- J. The said Philip alias Cyril Santiago alias Cyrilo Santiago alias Filipe Santiago passed away on 10/02/1962 and his wife, the said Maria AssuscenaQuiterio Santiago alias Maria AssuscenaQuiterio Santiago passed away on 03/05/2000 without any issues out of their wedlock.

- K. The said Caetano Placido Cursino Xavier Santiago alias Placido Santiago passed away on 17/03/1951 and his wife, the said Maria EsminiaJovinaProeucaBraganca e Santiago passed away on 26/12/1961 leaving behind their following four legal heirs :


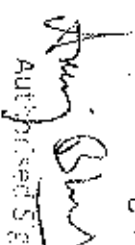

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Authorized Signatory

Director



- a. Julio Santiago
- b. Berta Santiago
- c. Maria Clara Georgina Antonieta Da Braganza Santiago e Souza married to Jeronimo Miguel Jose Lucio De Souza alias Jerome Mighuel Jose Lucio De Souza
- d. Anthony Braganza alias Anthony Santiago married to Olanda Santiago and subsequently upon her death married to Sebastiana Santiago alias Sebastiana Fernandes.
- L. The said Julio Santiago passed away on 28/02/1987 in the status of a bachelor and the said Berta Santiago passed away on 17/03/1987 in the status of a spinster.  
The said Maria Clara Georgina Antonieta Da Braganza Santiago e Souza and her husband, Mr. Jeronimo Miguel Jose Lucio De Souza alias Jerome Mighuel Jose Lucio De Souza both passed away on 14/07/1992 and 06/02/1995 respectively without any issues out of their wedlock
- N. The said Mrs. Olanda Santiago first wife of Anthony Braganza alias Anthony Santiago passed away on 10/06/1948 leaving behind her widower, the said Anthony Braganza alias Anthony Santiago and only son, Mr. Alvaro Santiago alias Alvaro Higinio Santiago as her only legal heirs.
- O. The said Anthony Braganza alias Anthony Santiago and his second wife, the said



  
Deim Technologies Private Ltd. For ELIORA AFRATECH PVT. LTD  
  
Anthony Blaw story  
  
11/05/2017

Sebastiana Santiago alias Sebastiana Fernandes both passed away on 16/02/1998 and 10/03/1996 respectively leaving behind their only legal heir, the said Mr. Alvaro Santiago alias Alvaro Higinio Santiago married to Mrs. Marcelina Deodita Rodrigues alias Marcelina Santiago.

P. In view of above, the said Mr. Alvaro Santiago alias Alvaro Higinio Santiago and his wife, Mrs. Marcelina Deodita Rodrigues alias Marcelina Santiago became absolute owners in possession of the bigger property known as "GHANE MOROD".

Q. Vide Deed of Sale dated 08/02/2007 registered under No. 821 at pages 22 to 37 of Book No. 1, Volume No. 1999 dated 23/02/2007 executed before Sub-Registrar of Mapusa-Goa, the said Alvaro Higinio Santiago alias Alvaro Santiago along with his wife, the said Marcelina Santiago sold parcel of land admeasuring 2721 sq. mts., units and shown as PLOT 1 forming part of the bigger property known as "GHANE MOROD", in favour of Mr. Lourenco D'Souza, Mr. Vikas Ganwani and Mr. Pankaj Dabral.

R. By virtue of the said Deed of Sale dated 08/02/2007, the said Mr. Lourenco D'Souza, Mr. Vikas Ganwani and Mr. Pankaj Dabral became joint owners in possession of the land admeasuring 2721 sq. mts., forming



part of the bigger property known as "GHANE MOROD".

S. On purchase of the Said Property admeasuring 2721 sq. mts. supra, the FIRST PARTY got its name mutated in the revenue records and that it is in vacant, peaceful and unencumbered possession and enjoyment thereof.

T. Vide Order No. 15/78/2008/Part/Land/DC-II dated 25/08/2008 passed by the Deputy Collector Bardez-II, at Mapusa- Goa, the land admeasuring 2721 sq. mts., forming part of the bigger property known as "GHANE MOROD" has been partitioned and separate survey no. 7/25-A of Village Parra, Bardez - Goa has been issued in favour of the said Mr. Lourenco D'Souza, Mr. Vikas Ganwani and Mr. Pankaj Dabral.

U. Vide Conversion Sanad dated 30/03/2010 bearing No. RB/CNV/BAR/158/2008 issued by Office of the Collector North Goa District, Panaji, Goa the land admeasuring 2721 sq. mts., forming part of the bigger property known as "GHANE MOROD" was converted for Residential purpose.

III. That vide Deed of Sale dated 29/11/2013 registered at Office of Sub Registrar of Bardez, Mapusa - Goa, the said Mr. Lourenco D'Souza, Mr. Vikas Ganwani and Mr. Pankaj Dabral sold a PLOT admeasuring 1360 sq. mts. forming



Deim Technologies Private Ltd.


FOR ELLORA INFRACTION PVT. LTD

part of the SAID PROPERTY in favour of M/s.  
Deim Technologies Pvt. Ltd.


iii) In view of above the said M/s. Deim Technologies Pvt. Ltd. along with the said Mr. Lourenco D'Souza, Mr. Vikas Ganwani and Mr. Pankaj Dabral became owner in possession of the PROPERTY admeasuring 2721 sq. mts., forming part of the bigger property known as "GHANE MOROD".

iv) That vide Deed of Sale dated 07/12/2017 registered at Office of Sub Registrar of Bardez, Mapusa - Goa, under Book 1 Document, Registration No. BRZ-BK1-04876-2017 dated 12/2017, the FIRST PARTY sold a part of the property admeasuring 442 Sq. mts. in favour of GaganGandotra, Miss Jyotsna Gandotra and Mr. Harish Gandotra.

v) In light of above, the balance property in respect of which the FIRST PARTY have ownership is an area of 2279sq. mts. of property bearing survey no. 7/25-A of Village Parra, Bardez-Goa which property shall hereinafter be referred to as the "SAID PROPERTY" which Plot is more particularly delineated in **RED** in the plan annexed hereto as **Annexure A-1**.

  
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FOR ELLORA INFOSATTECH PVT. LTD.

  
Director

vi) That the FIRST PARTY being interested in offering the said property for development and sale to the SECOND PARTY and has made the following representations:

a. The FIRST PARTY has become the absolute Owner of the Said property in the aforementioned manner and that the title of the FIRST PARTY to the Said Property is good, clear, marketable, valid and subsisting and that no one else has any right, title, claim or share therein and that the FIRST PARTY has not entered into any agreement for sale, transfer or development of the Said property with anyone else and nor is the Said property subject matter of any will or gift, memorandum of understanding (oral or written) or any other writing by whatever name called, creating any third party right in favour of any third party.

b. There is no impediment to enter into this agreement under any law or contract nor is the Said property a land in which there is any statutory prohibition on sale/development/conveyance, and the Said property is not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind and the Said property has not been mortgaged or offered as a collateral for securing any loan or for



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For ELICOR INFRASTRUCTURE PVT. LTD.

Director

obtaining any advance whatsoever from any individual, Bank or Financial Institution and it is not subject to any statutory or any other charge for payment of income tax, gift tax.


c. There is/was no statutory bar or prohibition to acquire/hold the Said property including and not limited to any provisions under the GOA Town & Country Planning Act, Goa Land Revenue Act or any other provision of law applicable to the Said property.

d. The FIRST PARTY is in actual physical and vacant possession of the Said property and that the FIRST PARTY has not parted with the possession in any manner including and not limited to by any agreement of tenancy or lease. The FIRST PARTY has also not recorded any right of way or any other restriction or easement by whatever name called on the Said property.

e. The FIRST PARTY has paid all the property taxes and all other levies by whatever name called, till this date.

f. On this day of signing agreement FIRST PARTY has handed over peaceful possession of SAID PROPERTY to SECOND PARTY.

vii) On the basis of the above representations, the SECOND PARTY has offered to the FIRST PARTY to develop the SAID PROPERTY by

  
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For ELORA INFRA TECH PVT. LTD.

  
Director


constructing thereon residential Complex (hereinafter referred to as the "SAID PROJECT") comprising of 8 VILLAS under a Joint Venture on the basis of mutual shares in the ratio of 33 (First Party): 67(Second Party) out of which 7 villas shall be distributed between the FIRST PARTY and theSECOND PARTY as described further in terms of the agreement and the 8<sup>th</sup> villa (hereinafter referred to as the "additional villa") shall be the joint proportionate entitlement of the First party and second party.

viii) The FIRST PARTY has agreed to sell to the SECOND PARTY undivided rights in the said property corresponding to 67%equivalent to 5 VILLAS and 36% share in the additional villa of the total built up area in lieu of the SECOND PARTY constructing the said complex and handing over 33% built up area equivalent to 2 VILLAS and 64% share in the additional villa to the FIRST PARTY and effecting consideration to the FIRST PARTY in the manner stipulated herein

ix) The SECOND PARTY shall construct the said villas in terms of the construction schedule more particularly mentioned in SCHEDULE II and in terms of specifications more particularly mentioned in SCHEDULE III.

  
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For ELLOCA INFRA TECH PVT. LTD.

  
Director


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

**1. RECITALS**

The Parties do hereby jointly and severally declare and confirm that whatever is recited hereinabove in respect of the Said property shall be treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim. The SECOND PARTY has agreed to enter into this Agreement and carry out its obligations under this Agreement relying upon and believing the statements, representations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate, and based on the said representations of the FIRST PARTY that the FIRST PARTY is holding clear and marketable title of the Said property and of the development rights thereof; and is legally entitled to transfer rights in the favour of the SECOND PARTY.

**2) THE JOINT VENTURE:**

a. The SECOND PARTY and the FIRST PARTY do hereby form and constitute this joint venture for the SAID PROJECT.

  
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For ELICOMA INFRA TECH PVT LTD.

  
Director




b. All the terms and conditions of this agreement and the clauses detailed hereinbelow constitute and form part of the JOINT VENTURE.

**3) THE SAID PROJECT:**

a. The SECOND PARTY shall develop the SAID PROPERTY by constructing thereon residential scheme(s) of 8 VILLAS.

b. The SECOND PARTY have conceptualized the said project within the framework and parameters permissible, in law.


  
SECOND PARTY will approve 8 Villas on SAID PROPERTY” and same shall hereinafter referred to as the “APPROVED PLANS” and are annexed to this agreement as **Annexure A-2.**


d. The SAID PROJECT, either before or after completion shall be identified in the name as may be mutually agreed.

**4) THE CONTRIBUTION OF THE FIRST PARTY AND THE SECOND PARTY UNDER THE JOINT VENTURE:**

a. The primary obligation and contribution of the FIRST PARTY shall be to bring into this joint venture of the SAID PROPERTY, which

  
Doim Technologies Private Ltd.

  
For ELLORA INFOTECH PVT. LTD.

  
Director

the FIRST PARTY hereby does with the execution of this Agreement.

b. The primary obligation and contribution of the SECOND PARTY shall be to invest all monies in terms of this Joint Venture Agreement and other resources as the SECOND PARTY may deem necessary for, and to undertake and complete, the SAID PROJECT.

c. After execution of this Agreement, the SECOND PARTY shall invest an amount as may be required towards development cost of the SAID PROJECT till the completion of the SAID PROJECT.

**5) RIGHTS OF PARTIES IN RESPECT THEREOF:**

**5.1** In consideration of the respective promises, obligations and contributions as aforesaid:

a. The FIRST PARTY shall get

i) 33% of the built up saleable area in the SAID PROJECT equivalent to 2 VILLAS identified as B and Evalued at Rs.1,99,40,200 (one Crore Ninety Nine Lakh Forty Thousand Two Hundred only) and delineated in the plan annexed hereto as Annexure A-3 (hereinafter referred to as "said premises") and 64% share in the additional villa (Villa A) on

Uelmy Technologies Private Limited

FOR ELICORA INFRATECH PVT. LTD.

Director

ownershipbasis, valued at Rs.59,82,060 (Fifty Nine Lakh Eighty Two Thousand Sixty only) which premises are more particularly described in **SCHEDULE II** hereunder.

ii) To retain proportionate undivided rights to the SAID PROPERTY corresponding to the area of the FIRST PARTY's units.

iii) It has been mutually agreed between all the OWNERS/FIRST PARTY that out of 2 villas and 64% share in additional villa, M/S DEIM TECHNOLOGIES PVT.LTD. will get 1 villa identified as VILLA-E and 40% share in additional villa identified as VILLA-A on ownership basis and balance 1 villa identified as VILLA-B and 24% share in additional villa identified as VILLA-A will go in favour of MR. LOURENCO D'SOUZA and MR. VIKAS GANWANIAN and MR. PANKAJ DABRAL on ownership basis.



b. The SECOND PARTY shall get-

i) 67% of the built up area in the SAID PROJECTION ownershipbasis equivalent to 5 VILLA Identified as C, D, F, G, H in the plan annexed hereto as Annexure A-3 and 36% share in the additional villa identified as Villa-Attogether with the proportionate undivided rights to the SAID PROPERTY

Deim Technologies Private Ltd.

FOR EUROPEAN PRIVATE LIMITED

corresponding to the area of the SECOND PARTY's premises/units, hereinafter referred to as the "DEVELOPER PREMISES". The built up area allotted to the SECOND PARTY is more particularly mentioned in **SCHEDULE II** hereunder.

ii) The units to be given to the FIRST PARTY, are identified herein and marked in Annexure 2 colly and marked as 'B& E'. The balance units in the said project shall belong to the SECOND PARTY (Developer unit).



iii) The area of the units shall include the incidence of staircase, common passages, elevators, terrace, landings and other common areas as applicable to other units in the SAID PROJECT.

c. It is hereby agreed that an amount of Rs.50,00,000/- (Rupees Fifty Lacs Only) shall be paid by the SECOND PARTY to the FIRST PARTY as refundable interest free deposit on land ownership basis in following manner.

i) At the time of execution of this Agreement, Rs. 35,00,000/- (Rupees Thirty Five lacs only) is paid by way of refundable deposit in following manner:

- a) Rs. 5,48,000/- (Five Lakh Fourty Eight Thousand Only) Vide Cheque

Dainip Technologies Private Ltd

For ELLORA INFRA TECH PVT. LTD.

bearing No. **"000131"** drawn on HDFC Bank, Delhi Branch, Unit No. 1, A-91, Okhla Industrial Area, Phase R, New Delhi-110020 in name of Mr. Vikas Ganwani Owner No. 2 hereinabove.



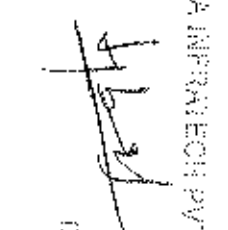
b) Rs. 5,48,000/- (Five Lakh Fourty Eight Thousand Only) Vide Cheque bearing No. **"000132"** drawn on HDFC Bank, Delhi Branch, Unit No. 1, A-91, Okhla Industrial Area, Phase R, New Delhi-110020 in name of Pankaj Dabral Owner No. 3.


c) Rs. 5,48,000/- (Five Lakh Fourty Eight Thousand Only) Vide Cheque bearing No. **"000133"** drawn on HDFC Bank, Delhi Branch, Unit No. 1, A-91, Okhla Industrial Area, Phase R, New Delhi-110020 in name of Lourenco D'souza Owner No. 1.

d) Rs. 18,56,000/- (Eighteen Lakh Fifty Six Thousand Only) Vide Cheque bearing No. **"000134"** drawn on HDFC Bank, Delhi Branch, Unit No. 1, A-91, Okhla Industrial Area, Phase R, New Delhi-110020 in name of Deim Technologies Pvt. Ltd Owner No. 4.

ii) Rs. 15,00,000/- (Rs. Fifteen Lakh Only) will be paid as refundable interest free deposit once SECOND PARTY obtain necessary approvals ofPlan with Construction License from Concerned



  
Deim Technologies Private Ltd For ELIORA INFRA TECH PVT. LTD  
  
  
Director




Authority. The said amount of Rs. 50,00,000/- (rupees Fifty Lacs only) will be paid as interest free refunded deposit within a period of 60(sixty) days from the date of the occupancy certificate. However, in the event the FIRST party fails to effect the payment of the above refund amount within the stipulated period of time, Share of the SECOND Party towards additional Villa of SECOND Party shall increase by 4.38% from share mentioned in clause 5.1 Sub Clause b(i) and the other clauses of the agreement shall apply accordingly.


**6) ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE FIRST PARTY**

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

**a. Title:**

i. The FIRST PARTY shall at all times during the tenure of this Agreement and thereafter for the benefit of the Villa Purchasers, maintain the FIRST PARTY's title to the Said property (subject only to the rights and entitlements of the SECOND PARTY as are set out herein) unimpeachable, good, marketable and

  
Deim Technologies Private Ltd.

  
For ELLORA INFOTECH PVT. LTD.

subsisting, free from any encumbrance, charge, lien, or claims whatsoever.

ii. Both Parties shall open Joint Locker with any nationalize bank wherein original deeds of SAID PROPERTY shall be store. This locker will operate jointly by both parties and the said original deeds and documents of title shall be made available by the parties as and when mandated by doing all that is necessary to operate the locker.

iii. The FIRST PARTY hereby nominate and authorize **MR. Pankaj Dabral** to act on their behalf for the purpose of this agreement and consent given and action taken by the said **MR. Pankaj Dabral** in furtherance to this agreement shall be deemed to be consent and action taken on behalf of all the parties constituting the FIRST PARTY and the same shall be binding on the FIRST PARTY. The consent of the FIRST PARTY specified in this agreement shall be construed to mean consent of the said Mr. Pankaj Dabral.

iv. With the execution of this Agreement, FIRST Party has Authorized **Mr. Pankaj Dabral** for executing documents for approval of plans, Sanad, Forest Department, Panchayat Licenses, Changes in Plan of construction, upgradation in specification and for all other purposes under this agreement.



Deim Technologies Private Ltd

For EUROASIA TECH PVT. LTD

Director

**b. Approvals**

i. Within 120 days from the date of this agreement validation, the SECOND PARTY shall obtain revised plan and construction license in respect of the said property and the same shall hereinafter referred to as the "PROPOSED PLANS" and are annexed to this agreement as **Annexure A-3**.



iii. The FIRST PARTY covenants that all old permissions/approvals have been lawfully obtained as per the relevant Authority/ies rules and regulations and warrant that all permissions/approvals are valid and subsisting.

iv. The SECOND PARTY shall with the active cooperation and assistance of the FIRST PARTY, but at the SECOND PARTY'S cost, obtain the completion and Occupancy Certificate from the concerned authorities on completion of the Development.

v. Payment of all refundable and nonrefundable deposits payable to any authority whatsoever for the purpose of obtaining any approval and development of the said property shall be borne and paid by the SECOND PARTY. The SECOND PARTY alone

Dejini Technologies Private Ltd. FOR ELLORA INFRA TECH PVT. LT

Director



shall be entitled to receive the refund if any of the said deposits.

vi. All cost pertaining to obtaining the revised approvals, completion or occupation certificate upon completion of the construction will be done by the SECOND PARTY as per the approved plans and shall be borne by the SECOND PARTY.

c. The FIRST PARTY shall fully co-operate with the SECOND PARTY, at the cost of the SECOND PARTY, in discharge of the obligations of the SECOND PARTY to develop the Said property as provided herein and on terms and conditions appearing herein.

d. The FIRST PARTY shall be liable to convey the undivided rights corresponding to the "developer premises" in the Said property in favour of the SECOND PARTY or their nominees/assigns or prospective purchasers after receipt of the Completion Certificate in respect of the Project land. Provided that all costs and expenses incidental thereto shall be borne and paid by the SECOND PARTY or the purchasers of premises in the said Complex.




Demin Technologies Private Ltd  
Apt. 100, 1st Floor, 1st Stage, 1st Cross,  
K. R. Puram, Bangalore - 560078

For ELLORA INFRATECH PVT LTD


**7) ROLES, RESPONSIBILITIES, OBLIGATIONS**  
**AND COVENANTS OF THE SECOND PARTY**

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

  
a. The SECOND PARTY with the consent of the FIRST PARTY shall be responsible for planning and designing of the said Complex and the premises therein. Notwithstanding a power of attorney which may be executed by the FIRST PARTY in favour of the SECOND PARTY as is set out herein, the FIRST PARTY shall, whenever called upon by the SECOND PARTY, duly sign all applications, declarations, affidavits and any other writing by whatever name called, which may be necessary for the purpose of obtaining all approvals, etc.

b. The SECOND PARTY with the consent of the FIRST PARTY shall be entitled to modify the plan already submitted to/approved by the concerned authorities, or submit fresh plans from time to time as may be decided by the SECOND PARTY without materially affecting the benefits accruing to the Project and the Parties herein.

c. The SECOND PARTY shall develop the Said property inter alia by full exploitation of the

  
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For ELLORA INFRA TECH PVT. LTD.





Director

Development Potential thereof, strictly as per the plans sanctioned and approved by the competent authority and in compliance with all applicable local laws/rules and regulations of the said authority;

**d.** The SECOND PARTY shall be at liberty to develop the Said property either by self or by entrusting the work or any part thereof to any contractor. However, the SECOND PARTY shall be responsible for due performance of its contractors and appointees. The SECOND PARTY shall appoint architects, RCC consultant, landscaping consultants and all other professionals of necessary experience and expertise.

**e.** In the event that in future (during the course of implementation of the Project as provided herein) if the FAR is increased from the current permissible FAR (60% of plot area) / or purchase of the same is possible with suitable permission/sanction from the Town & Country Planning Authority/ Statutory Authority to construct additional built area in the said complex or on the said property ("**Additional FAR**"), the benefit of the said additional built area shall accrue to the FIRST PARTY and the SECOND PARTY in the same proportion as is provided herein in respect of the present agreement.



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For ELLORA INFRATECH PVT. LTD.

Director


f. The SECOND PARTY shall register the said project with RERA authorities and shall be the sole promoter for the said project. The SECOND PARTY shall comply with all the requirements of RERA.

**8) APPROPRIATION OF PROCEEDS OF SALE**


The proceeds from booking received from the SAID PROJECT shall be appropriated and/or adjusted in terms of the allotment of the units to the respective parties in as much as if the booking is in respect of the units of the SECOND PARTY, then the amount will be appropriated by the SECOND PARTY and if the booking is in respect of the units allotted to the FIRST PARTY, then the amount will be appropriated by the FIRST PARTY.

**9) TAXES**

i. All rates, taxes, charges, assessments, duties, land revenue and other outgoings in respect of the entire property upto the date of execution of this Agreement have been paid by the FIRST PARTY. In the event that such charges have not been paid by the FIRST PARTY, the FIRST PARTY undertakes to pay the same immediately. Further the FIRST PARTY represent and warrant that

  
Daim Technologies Private Ltd.

For EILORA INFRA TECH PVT. LTD.

  
Director

they will be responsible and liable for the payment of all arrears or outstanding rates, taxes, charges, assessments, duties, arrears and outgoings in respect of the entire property for the period upto the date of execution of this Agreement. All rates, taxes, charges, assessments, duties, land revenue and other outgoings relating to the area occupied by the developmental property after the date of the execution of the Agreement shall be borne by the SECOND Party.

- ii. The GST shall be borne by the respective parties as applicable by competitive tax authority
- iii. The FIRST PARTY is deemed to make payment towards GST to SECOND PARTY within 30 days of signing and registration of this Agreement.

**10 VARIATIONS IN PLANS.**

- i. The SECOND PARTY with the consent of the FIRST PARTY shall carry out such variations and alterations in the SAID PROJECT, building plans or in the layout of the Villas 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



Deim Technologies Private Ltd

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FOR EILORA INFRA TECH PVT LTD

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and the circumstances of the case may require.

ii. The SECOND PARTY with the consent of the FIRST PARTY is 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.

**11) COMPLETION OF PROJECT**

1. The SECOND PARTY shall do all that is necessary to complete the project within 30 months from the date of the SECOND PARTY procuring all necessary approvals and sanctions in terms of the agreement subject to an extension of 12 months of grace period and shall comply with the terms and obligations.

2. The SECOND PARTY shall be bound by the construction schedule which is more particularly described in SCHEDULE II. The construction schedule shall be binding on the SECOND PARTY unless extended by mutual consent.

3. The SECOND PARTY 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.



*[Signature]*  
Delta Technologies Private Ltd.

*[Signature]*  
*[Signature]*

FOR ELLORA INFRA TECH PVT. LTD.

*[Signature]*

4. In respect of the delivery of possession of the SAID PREMISES by the SECOND PARTY to the FIRST PARTY:


i) The same shall be done only after the SECOND PARTY has obtained an occupancy certificate from the concerned authority in respect of the unit(s) to be handed over.

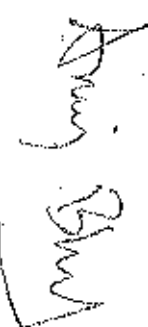
ii) The SECOND PARTY shall inform the FIRST PARTY in writing, unless the FIRST PARTY waive this requirement in writing or by conduct, by Registered A.D. Post calling upon the FIRST PARTY to take possession of the SAID PREMISES and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter.


iii) The delivery of possession shall be acknowledged in writing by the FIRST PARTY to the SECOND PARTY and the actual delivery of possession shall be given to the FIRST PARTY simultaneously upon the FIRST PARTY, or their agent, signing and handing over the letter of acknowledgement to SECOND PARTY.

iv) In the event, the FIRST PARTY refuse, fail or neglect to take delivery of possession of any or all of the units within 15 days from the date of receipt of the aforesaid letter, without justifiable and reasonable cause, the SECOND PARTY shall be deemed to have fulfilled his obligation under this agreement and in law in respect of handing over the



  
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For ELLORA INFRA TECH PVT. LTD.








SAID PREMISES on the expiry of the 15 days from the date of receipt of the said letter.

v) It is the duty of the FIRST PARTY to inspect and verify and satisfy themselves of the quality of construction of the SAID PREMISES and that the same confirms to the details/specifications agreed herein, and that the SAID PREMISES is free from all defects and deficiencies.



vi) Upon completion of the respective stage/slab or works as stated above, the FIRST PARTY shall be precluded and will not be entitled to make any complains or claims regarding defective or deficient work(s) in respect of the said stage/slab or the said works.

vii) It is the duty of the FIRST PARTY and the FIRST PARTY shall at the time of taking delivery of the SAID PREMISES, to inspect, verify, the SAID PREMISES or cause the same to be inspected, verified, and satisfy themselves that the SAID PREMISES is complete in all respects and free from all defects or deficiencies. The letter acknowledging delivery of possession shall signify, and will be treated as an acknowledgment, that the FIRST PARTY are satisfied with the quality of construction of SAID PREMISES and of the common areas, and that the same is free from all defects and deficiencies and is complete in all respects.

  
Deim Technologies Private Limited  
  
For ELLORA INFRA TECH PVT. LTD  
  
Secretary







viii) Upon taking delivery of possession and handing over of the letter acknowledging delivery of possession, or upon deemed delivery as stipulated above, the FIRST PARTY shall be precluded and shall not be entitled to claim or seek redress against the SECOND PARTY in respect of any item of work, in the SAID PREMISES or any common area or SAID PROJECT, which may be alleged to be defective or deficient, or alleged to have not been carried out or completed.

ix) Cracks/dampness shall not be considered as defective work. The SECOND PARTY shall not be responsible for colour/ size variations in flooring tiles, glazed tiles or any natural stones like marble, granite, or any sanitary fitting etc.

x) Under no circumstances shall the FIRST PARTY be entitled to claim and the SECOND PARTY be made liable to pay any amount towards the cost, expenses or charges of repairing or curing any defects undertaken or carried out by the FIRST PARTY without the prior written consent of the SECOND PARTY.

xi) The SECOND PARTY shall not incur any liability if the SECOND PARTY is unable to deliver possession of the SAID PREMISES or delays in making payment as aforesaid within the time stipulated above if the construction or completion thereof or the



  
Deim Technologies Private Ltd. For ELLOPA INFRA TECH PVT. LTD.  
  
  
  
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payment is delayed by reasons of non availability of material or by reason of war, civil commotion or any act of God or if the non delivery of possession is due to or is a result of any Act, Rule, Regulation, Notice, Order, Notification or Circular of the Government of Goa or the Central Government or due to any legal proceedings in any court/tribunal, and/or any competent authority or other reasons beyond the control of the SECOND PARTY and in any of the aforesaid events, the SECOND PARTY shall be entitled to a reasonable extension of time for handing over/delivery of the possession of the SAID PREMISES or making the payment.




xii) With effect from execution of this Agreement,

In respect of their respective premises/ units in the SAID PROJECT, including their respective proportionate undivided rights to the SAID PROPERTY, each party shall be free to deal with and dispose of their respective unit(s) in the SAID PROJECT, including entering into memorandum(s) of understanding, agreement(s) or deed(s) 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 with or without the corresponding undivided rights in the SAID PROPERTY and

*[Signature]*  
*[Signature]*  
Deim Technologies Private Ltd. For ELICRA INSAATECH PVT. LTD.  
*[Signature]*  
*[Signature]*

receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to:


a. Each party shall join as a confirming party to the Memorandum(s) of Understanding; Agreement(s) Deed(s) etc. executed by the other party with the prospective purchaser/lessee and do all that is necessary in this regard.



xiii) The title and interest of the SECOND PARTY and the FIRST PARTY to the undivided proportionate share in the SAID PROPERTY of the SAID PROPERTY shall be joint and impartibly and the parties shall not be entitled for demarcation or partition of their right in or to the land of the SAID PROPERTY.

xiv) All monies or other benefits received by the FIRST PARTY from their SAID PREMISES and the share in ADDITIONAL VILLA shall be exclusively for, and be retained by, the FIRST PARTY themselves and similarly all monies or other benefits received by the SECOND PARTY from their premises/ and the share in ADDITIONAL VILLA unit(s) in the SAID PROJECT shall be exclusively for, and be retained by, the SECOND PARTY for itself.

xv) The FIRST PARTY from the date of delivery of possession shall not do or suffer to be done anything to the external look of the SAID PREMISES, or any party thereof, and shall

  
Ummi Technologies Private Ltd. for ELECTRA INTERNATIONAL PV - 2023



  
2023

not change or alter the externals of the SAID PREMISES or the building or any part thereof. The FIRST PARTY shall be bound to maintain the externals of the SAID PREMISES in uniformity with the other unit(s) of the SAID PROJECT as regards the colour, wood work, grills etc, unless otherwise permitted in writing by the SECOND PARTY. No personal sign boards shall be erected on the façade of the building except the project name

xvi) The FIRST PARTY hereby covenants that they shall not do anything which has the effect of causing disturbance or interference with the common areas in the project and shall ensure that no chaining of animals, birds, etc. or storage of cycles, motorcycles shall be undertaken in the common areas. The FIRST PARTY shall not indulge in any acts which shall cause any blockage in any manner to the common areas.

5. In the event, the PROJECT is completed under the circumstances mentioned above in clause 2,

iii. The SECOND PARTY shall get -

On ownership basis, premises equivalent to 67% of the total built up area of the SAIDPROJECTequivalent to 5 VILLAS and

Deim Technologies Private Ltd,

For ELLORA INFRATECH PVT LTD.

Director


36% share in the additional villa along with undivided rights in the said property


iv. The FIRST PARTY shall get-


On Ownership basis, said premises equivalent to 33% of the total built up area equivalent to 2 VILLAS of the SAIDPROJECT and 64% share in the additional villa along with undivided rights in the said property.

v. After allotment of units in terms of this Agreement, In respect of their respective premises/ units in the SAID PROJECT, the SECOND PARTY and FIRST PARTY shall execute the necessary documents/instruments of allotment of units including transfer of corresponding undivided rights in the SAID PROPERTY by the FIRST PARTY in favour of the SECOND PARTY.

6. Upon completion of the project, the SECOND PARTY and FIRST PARTY shall execute necessary documents/instruments for sale of units in favour of respective Purchasers of the units along with proportionate undivided rights in the said property.

  
Deem Technologies Private Ltd.


  
For ELICONA IMPREGNEON PVT LTD


  
Director

**13) FORMATION OF ENTITY:**

- i. The SECOND PARTY shall in its discretion appoint a maintenance agency or form a co-operative maintenance society for maintaining the said property in the SAID PROJECT
- ii. The FIRST PARTY and/or its transferees shall execute a maintenance agreement that the SECOND PARTY and/or its nominee which maintenance agreement shall be drawn and finalized by the SECOND PARTY.
- iii. The FIRST PARTY hereby covenants and undertakes to pay the maintenance charges, electrification charges, infrastructure charges, security charges as may be levied by the SECOND PARTY and/or its agency. The FIRST PARTY and/or its transferees shall diligently make all the payments as and when demanded by the SECOND PARTY and/or its maintenance agency.
- iv. 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.

**14) INCREASE IN FAR**

  
Anand  
Deem Technologies Private Ltd.

  
FOR ELLORA INFATECH PVT. LTD

  
Director

i. 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 shared by the FIRSTPARTY and the SECOND PARTY in the ratio of 33:67 respectively.



**5) TERMINATION:**

i. In the event the FIRST PARTY fails to comply with condition stipulated in this AGREEMENT above and/or in the event the approval for the said project is not validated by the concerned authority for reasons not attributable to the SECOND PARTY and/or in case any objection is received from any person against the SAID PROPERTY this Joint Venture and/or the development not attributable to the SECOND PARTY thereof has the effect of disturbing or frustrating this agreement or in any manner impeding the development of the SAID PROPERTY the SECOND PARTY shall be entitled to terminate this Agreement for Joint Venture by giving the FIRST PARTY 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 FIRST PARTY shall be liable

  
Delta Technologies Private Ltd.


For Sankar Srinivasan Iyer

  
  
Director

to refund all the monies paid and/or invested under this AGREEMENT within a period of 30 days from receipt of the notice and in the event of failure to effect payment within a period of 30 days, interest @ 18% per annum shall be levied. Without prejudice to the rights of the respective parties, under this Joint Development Agreement and in law and equity, the FIRST PARTY and the SECOND PARTY shall not be permitted to terminate this Joint Development Agreement for convenience.



ii. In the event, after commencement of construction, the SECOND PARTY is not in position to comply with the construction schedule and violates the same, the FIRST PARTY shall issue a notice to the SECOND PARTY calling upon the SECOND PARTY to remedy the breach within a period of 60 days. If FIRST PARTY fails to remedy breach SECOND PARTY entitled to forfeit the deposit of Rs. 50,00,000/- (Fifty Lakhs Only) and shall complete the project by itself or through a third party or complete the project by itself or through a third party and shall be entitled of the DEVELOPER PREMISES and upon completion of the same, the FIRST PARTY shall effect payment to the SECOND PARTY of all monies payable to the SECOND PARTY on the basis of valuation carried out by the

  
Ueim Technologies Private Ltd.

FOR ELLORRA INFRASTRUCTURE PVT LTD.







Director



valuet of the works done by the SECOND PARTY which valued amount shall be paid after deduction of the forfeiture amount.

**16)** Without prejudice to the other rights under this Agreement, In case if any defect is found in the title of the FIRST PARTY to the SAID PROPERTY and/or in the present agreement and/or the FIRST PARTY is ever dispossessed from and/or prevented from undertaking the development of the SAID PROPERTY, or any part thereof, then the FIRST PARTY agree and undertake at all times, to indemnify and keep indemnified the SECOND PARTY herein and his transferee/assigns against any loss, damage, cost, charges, expenses, suffered by the SECOND PARTY on account of any defect in title of the FIRST PARTY or fault of the FIRST PARTY or any breach of the covenants.

**17)** The FIRST PARTY do hereby declare and assure the SECOND PARTY that:

a. The FIRST PARTY have not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROPERTY, nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID PROPERTY in any manner



*[Signature]*  
Joint Technologies Private Ltd.

*[Signature]*  
Joint Technologies Private Ltd.

For Director of Joint Technologies Private Ltd.

*[Signature]*

*[Signature]*  
Director

whatsoever, to any person other than the SECOND PARTY.

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

c. The SAID PROPERTY 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 PROPERTY 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 PROPERTY.

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

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

h. That the SAID PROPERTY is fit for development and there is no disability or restriction on development of the SAID PROPERTY or construction thereon.

**18) MISCELLANEOUS**

i. The FIRST PARTY shall execute Irrevocable Power of Attorney in favour of the SECOND PARTY for the purpose of development of the



Devin Technologies Private Ltd.

*[Signature]*

For ELLORA, 200/11, 5th FLOOR, VIJAY NAGAR

*[Signature]*  
Director


SAID PROPERTY and sale of the developer premises.

ii. The respective rights and obligations of each party shall continue and subsist even after the completion of the SAID PROJECT and/or the lapse of this Joint Venture.

iii. With the execution of this agreement the FIRST PARTY has given exclusive ownership rights of the villas of developer premises corresponding to 67% equivalent to 5 VILLAS and 36% share in the additional villa of the total built up area with undivided share in the land to the SECOND PARTY. Once this agreement is registered with competent authorities, the second party is free to deal with their respective share, villa/s as per RERA guidelines with whomsoever and first party should not be having any objections related to second party share.

iv. Once this agreement is registered and the project is also registered under RERA, the SECOND PARTY has the sole right on ownership basis to sell their share/villa in booking or under construction or get into any agreement with any person or buyer without any hindrance by the FIRST PARTY.



  
Delim Technologies Private Ltd.


FOR SIGNATURE

  
Director

v. Only After completing the project and completion/occupancy certificate is received of this project, the second party can get the sale deed done of their respective share in favour of its prospective buyer.





vi. The FIRST PARTY does hereby undertake that they shall at all times hereafter do, perform, execute or cause to be done, performed and executed all such acts, deeds and things whatsoever which may be necessary for further, better and more perfectly every part thereof for development of the SAID PROJECT or according to the intent and meaning of this Agreement or as reasonably required by the SECOND PARTY.



vii. Nothing contained in this Agreement shall be construed to be a partnership 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 SECOND PARTY be treated as a consumer qua the FIRST PARTY in respect of the SAID PREMISES or the FIRST PARTY treated as consumer qua the SECOND PARTY in respect of the SAID PROPERTY.

Dejini Technologies Private Ltd.

For ELLORA INFRATECH PVT. LTD.

viii. The parties hereto are entitled to specific performance of the terms of this agreement.

ix. The SECOND PARTY shall submit to the FIRST PARTY, reports in respect of progress of work of the said Project on quarterly basis.



x. The SECOND PARTY shall not create any mortgage, charge or any other encumbrance whatsoever on the said plot.

xi. In the event the SECOND PARTY is unable to sell the Villa/s in booking or before completion of construction, the SECOND PARTY is liable to construct and complete the project in all manner as per the construction schedule.

xii. The SECOND PARTY confirms and agrees that the entire development shall be carried out by the SECOND PARTY and that the FIRST PARTY shall not be responsible in any manner whatsoever either in the development/ construction activity or for any payments to the employees and/or contractorsof the SECOND PARTY.

xiii. All letters, notices, communications to the SECOND PARTY and the FIRST PARTY, 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



  
First Party  
Suum Technologies Private Ltd.  
For ELLORA INFRA TECH PVT. LTD.  
  
Second Party

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 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.



xiv. In the event of any dispute, difference, claim or controversy arising out of or in connection with the interpretation or implementation of this Agreement, the Parties shall make an attempt to mutually resolve the dispute without intervention of any third party within a period of 60 (Sixty) days from the date such Dispute first being notified by either Party to the other Party. However, if it cannot be so resolved, the dispute or difference arising between the Parties with respect to this Agreement or any matter in connection therewith or relating thereto shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force. The dispute shall be referred to Arbitration at the written request of either Party to the sole arbitrator mutually appointed by the Parties, and the venue of arbitration shall be Goa and the

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ELLORA INFRA TECH PVT. LTD.

Director

language of arbitration shall be English. The decision of the Arbitrator shall be final and binding on the Parties. The fees for arbitration shall be borne by the Parties equally.

xv. Further Any dispute shall be subject to the jurisdiction of courts in Goa.



**19)** That for the purpose of Stamp Duty Land is valued at 79,76,500/- (Seventy Nine Lakh Seventy Six Thousand Five Hundred Only) and Villas allotted to First Party are valued at 1,57,93,470/- (One Crore Fifty Seven Lakh Ninety Three Thousand Four Hundred Seventy Only) and total fair market value of present agreement is taken as Rs.2,37,69,970/- (Two Crore Thirty Seven Lakh Sixty Nine Thousand Nine Hundred Seventy Only) and the Stamp Duty of Rs. 6,90,000/- (Six Lakh Ninety Thousand Only) is paid herewith.

**SCHEDULE-1**

ALL THAT PROPERTY known as '**GHANE MOROD**' parcel of land admeasuring 2279 sq. mtrs bearing survey no. **7/25-A** of Village Parra, Bardez-Goa, situated at Parra Village, Bardez, Goa, within the limits of the Village Panchayat of Parra,

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

For ELLORA INFOSATTECH PVT LTD,

*[Handwritten signature]*  
Director

Taluka and Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under No. 9393 at Pages 176 of Book B-24 and enrolled in the Taluka Revenue Office of Bardez under matrix no. 2495 and Surveyed under Survey No. 7/25-A of Village Parra and the same is bounded as under:

North: By remaining part of the property surveyed under survey no. 7/25.

South: By remaining part of the property surveyed under survey no. 7/25 & 7/25-C.

East: By Road and remaining part of the property surveyed under No. 7/25-A-1.

West: By nullah and remaining part of the property surveyed under No. 7/25.



**SCHEDULE-II**

Villa B, E and 64% Share in Villa A comprising of total FAR area of 451.242 sq. mts. allotted to First Party.

Villa C, D, F, G, H and 36% Share in Villa A comprising of total FAR area of 916.155 sq. mts. allotted to Second Party.

**SCHEDULE-III**

**(SPECIFICATION FOR PLOT NO 7/25-A PARRA, GOA)**

**CIVIL WORK**

Deemo Technologies Private Ltd.

FOR ELLORA INFRA TECH PVT. LTD.



- The structure shall be of RCC frame type with pedestals, RCC columns, beams & slabs strong enough to withstand all strains. The structure would be earthquake resistant.
- The load bearing columns/walls be as per the drawings of the Architect/ structural engineer.
- The mixing of cement, aggregate and dust aggregate will be done with concrete mixture only. The use of vibrators will be made to consolidate the layers properly in footings, columns, beams and roof slabs. It will be ensured that adequately pouring of concrete laid or cast is done.



#### **BRICK WORK**

- Class A bricks/ Blocks/Latrex will be used with cement mortar for 9" brick work shall not be leaner than (1 : 6) and 4-1/2" brick work cement mortar will not be leaner than (1 : 4) with 6mm MS round bars in every 4<sup>th</sup> course.

#### **CURING**

- The timely and adequate curing of the building shall be done ensure the best strength of the building.

#### **MATERIAL**

- Rathi TMT /Kamdhenu or equivalent will be used as per architect drawings. "A" class cement dust aggregate and aggregate shall be used.

#### **TERMITE TREATMENT**

Term Technologies Private Ltd.

FOR SILLCOCA BRIDGE ROAD, AVILITTA

Director

- The termite treatment shall be done in a specialized manner in the building foundation and on finished products to make the building termite proof from a reputed company with 2 years guarantee from specialized agency.

#### WATER PROOFING

- The water proofing treatment shall be done in specialized manner to avoid leakage and dampness of water with guarantee from specialized company.

#### FLOORING

- Complete Tile flooring of Rs. 50/-per sq. ft approximately as per architect drawings.
- Bedroom will have Laminated Wooden flooring of 8 mm thickness of Good Quality/Tile of Rs 50/-Sq.ft.
- Cement Interlocking tile (Pavers) or equivalent will be used in all open areas, drive-ways and Parking Areas.
- The flooring of kitchen, balconies and bathroom will be of requisite slopes to ensure that water drains off properly.
- Staircase will have Granite/Marble/tiles upto Rs 100/- Flooring.

#### WOOD WORK

- DOOR FRAMES-The Sal wood to be used shall be chemically treated and well seasoned.
- DOOR SHUTTERS- Flush Doors with height 7'-6" including Door Frames. All doors will have cylindrical locks with three keys each.



Technologies Private Ltd.

FOR ELLORA INFRA TECH PVT. LTD.

Director


- Exterior Doors/Windows with fixed glazing and shutter will be provided at relevant places to ensure sufficient sunlight and ventilation in the building as per elevation provided by Architect. UPVC doors/windows of Encraft brand (White colour) or Equivalent with mesh will be provided in front and rear.



- The Chowkhats/Frames of Interior doors, windows and ventilators will be made of Sal wood of width 6" x 2.5".
- All Doors will be made up of flush doors 32 mm th. with veneer /Laminate fixed on both sides as per the Architect drawings.
- The Almirahs/Wardrobes will be provided as per architect design so as provide with good storage space. The entire fitting will be of herlich make or equivalent. There will be inner-coated summica for smooth and permanent finish and termite proof. The shutters of almirahs will be of Laminate pressed on 19 mm th. Ply/Board as per the Architect drawings.
- Heavy duty stainless steel fitting will be used of a reputed company for hinges, and handle etc and tower bolt will be of 15" so as to provide an elegant look.
- Dorset/ Archie equivalent cylindrical looks will be provided for all doors as per the Architect drawings.

#### **KITCHEN**

- Modular Kitchen of Laminate shutters and with complete fittings of Herlich/Inox will be provided.

  
Dorm Technologies Private Ltd.

For ELLORA INFRA TECH PVT. LTD.





  
Director

- Cabinet Storage will be Provided only Under the Counter.
- Matching counter slab to be done with Granite Marble.
  - Tiles of Reputed Brand (Rs. 50/ Sq.ft.) till proper height will be provided as per Architects drawings.
  - One SS Chimney and Hob will be provided in each kitchen of KAFFF/equivalent company.
  - Geyser of 15 liters capacity or Instant geyser of AO Smith/Racold Company and Exhaust Fan of Havells /Catac or Equivalent will be provided.

#### BATHROOMS

- A complete range of Jaguar/Grohe or equivalent CP fittings will be provided.(total price Rs 10,000/- each Toilet)
- W.C s & washbasins of Jaguar /Duravit/ Roca Company will be provided (Builder's Range). Both under counters and over counter washbasins as per Architects design.(Total Price upto Rs 10,000/-)
- Flooring and counter of bathrooms will be done with Tiles/Granite as per Architects or interior designer drawings. Upto 70/- sft
- All bathrooms will be done with tiles of (Rs. 75/ Sq.ft.) on walls as per as per Architects or interior designer drawings.
- Proper Counter Vanity/ drawers will be provided in each bathroom using waterproof board and plies.
- Toughened Glass Shower Partition will be provided in the bathrooms.



Beim Technologies Private Ltd.

Angry Bird

FOR ELLORA INFRA TECH PVT. LTD.

Director

- Mirrors in all bathrooms to be of SAINT GOBAIN or Equivalent with approx. 6mm thickness.
- All the bathroom accessories such as Towel rack, Toilet paper holder, Towel ring, Robe hook etc. will be of reputed brand.
- Geysers with high pressure of 25 liters capacity in toilet of AO Smith/Racold Company and Exhaust Fan will be provided.
- Exhaust fan will be provided in each bathroom of Havells/Crompton or Equivalent Brand.
- CPVC Astral or equivalent pipes will be used for water supply.
- Matching counter to be done with Granite.

#### ELECTRICITY

- Split Air Conditioners of LG/Samsung/ Daikin brand with 3 star rating shall be provided in bed room and drawing dining.
- A separate 5 kw Meter will be provided for each Villa and a completely separate meter for all common services.
- The electrical wiring shall be of Kalinga Gold /Plaza or Equivalent brand.
- T.V. & Telephone cabling in bed room and drawing dining.
- Fans of Crompton Greaves with electronic regulator will be provided in Bed room, kitchen, drawing/dining.(Rs 1250/- each)
- MCB's, Switches and Sockets will be of Anchor Roma.



Green Technology Pvt. Ltd.

For ELLORA INFRA TECH PVT. LTD.

Director

**FINISHES -INTERIORS & EXTERIOR.**

- Elevation: The elevation shall be of as per the architect's drawings .
- The walls will be finished with Plastic Paint of Asian/ICI Company with good pleasing shades.
- The staircase will be finished with Plastic paint of Asian / ICI Company.
- The wood work shall be Finished with Enamel Paint of Asian/ICI of soothing shade.
- Proper termite coat will be done on all woodwork to insured permanent insulation from termite.



**WATER PROVISIONS**

- Common underground tank with booster pump will be provided.
- Common Underground water tank of sufficient capacity (around 35000 litres) with complete water proofing will be provided for all Villas. Pump(Crompton Greaves) will be provided for lifting the water to overhead tank.
- Individual Overhead water tank of 1500 liters will be provided and the water tank area will be covered aesthetically.

**TERRACE**

- Flooring of terrace will be done with tiles upto Rs 25/- sft.
- Lights will be provided on Parapet Terrace walls.

Jain Technologies Private Ltd


For ELLORA INFOTECH PVT. LTD.

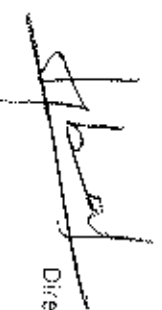
Director

**SPECIAL FEATURES**

- The railing of the staircase shall be strong and heavy in MS/SS with Round Pipe for easy climbing.
- Individual Swimming Pool for each Villa as per Architect Drawings will be Provided.

**IN WITNESS WHEREOF** the parties hereto have signed this agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses herein below mentioned.

  
Daren Technologies Private Ltd.

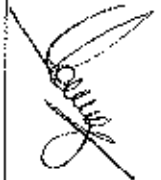
  
FOR ELIONA INFATECH PVT. LTD.

  
Arun Kumar  
Authorized Signatory

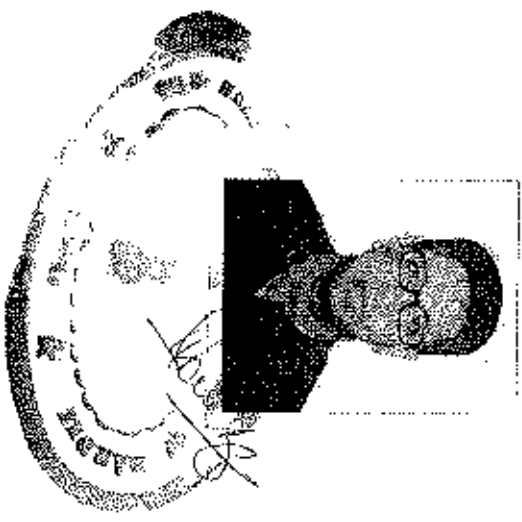
Director



**SIGNED AND DELIVERED  
BY THE WITHINNAMED  
"OWNER NO. 1"**



**MR. LOURENCO D'SOUZA**



L.H.F.I

R.H.F.I



Derm Technologies Private Ltd.



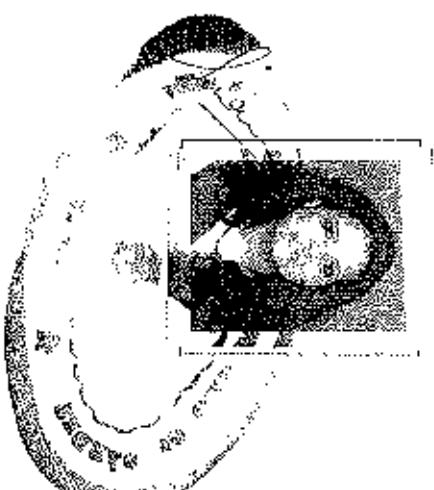
FOR ELLCPA INFOTECH PVT. LTD.



Director



**SIGNED AND DELIVERED  
BY THE WITHINNAMED  
"OWNER NO. 2"**



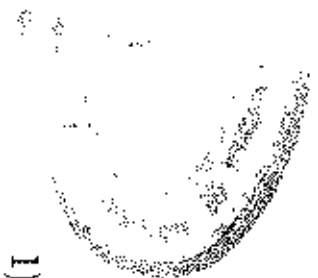
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**MR. VIKAS GANWANI**

(Represented by its authorized POA holder  
**MRS. SONU DABRAL**)

L.H.F.I

R.H.F.I



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*[Handwritten signature]* Deim Technologies Private Ltd.

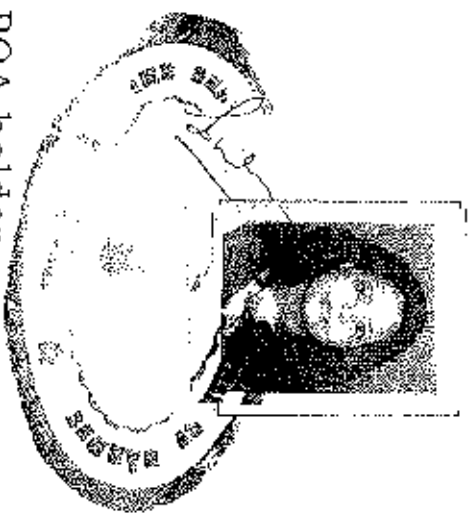
*[Handwritten signature]*  
Authorized Signatory

FOR ELLORA INF-RATSECH PVT. LTD.

*[Handwritten signature]*

*[Handwritten signature]*

**SIGNED AND DELIVERED  
BY THE WITHINNAMED  
"OWNER NO. 3"**



Power  
**MR. PANKAJ DABRAL**  
(Represented by its authorized POA holder  
**MRS. SONU DABRAL**)

L.H.F.I

R.H.F.I

1) \_\_\_\_\_



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2) \_\_\_\_\_



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5) \_\_\_\_\_



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Deem Technologies Private Ltd.

Mrs. Sonu Dabral  
Authorized Signatory

FOR ELLORA INFRA TECH PVT. LTD.

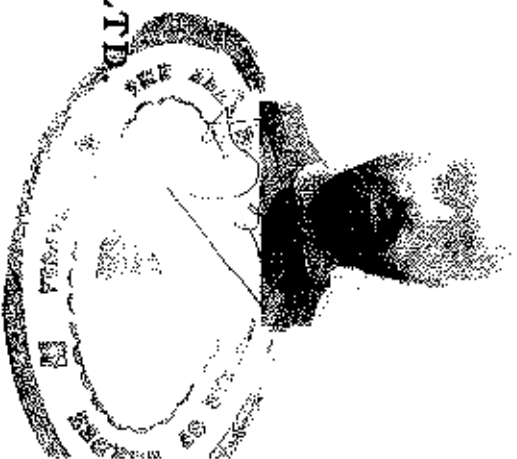
[Signature]  
Director

**SIGNED AND DELIVERED  
BY THE WITHINNAMED  
"OWNER NO. 4"**

Deim Technologies Private Ltd.

*Anuj Bhel*  
Authorized Signatory

**M/S DEIM TECHNOLOGIES PVT. LTD.**  
(Represented by its Director  
**MR. ANUJ BHEL**)



L.H.F.I

R.H.F.I



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*Anuj Bhel*  
Deim Technologies Private Ltd.

*Anuj Bhel*  
Authorized Signatory

FOR ELLORA INFRA TECH PVT. LTD.

*Anuj Bhel*

*Anuj Bhel*

**SIGNED AND DELIVERED  
BY THE WITHINNAMED  
"DEVELOPER"**

For ELLORA INFRA TECH PVT. LTD.

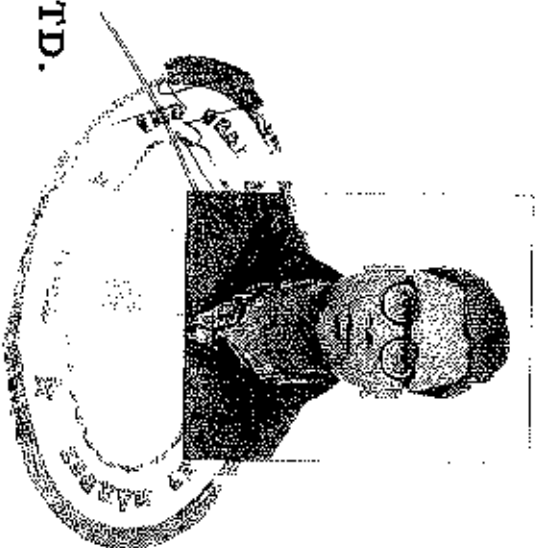


Director

**ELLORA INFRA TECH PVT. LTD.**

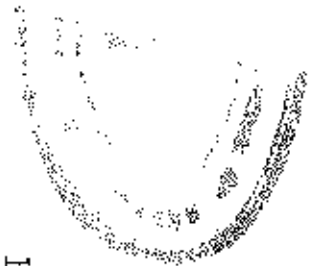
(Represented by its Director

**MR. IQBAL AHMED ANSARI)**



L.H.F.I

R.H.F.I



1)



2)



3)



4)



5)



DevTech Technologies Private Ltd.




Anurag Bhat  
Authorized Signatory

For ELLORA INFRA TECH PVT. LTD.



Director

**IN PRESENCE OF WITNESSES:**

(1)   
\_\_\_\_\_

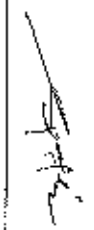
**VISHAL DEEPAK BHAMARE,**

(Holding of Aadhar Card no. 8896 3197 5198,

Resident of S-2/C-1, Primos Park,

Near Corlim Industrial Estate,

CorlimTiswadi North Goa-403110.)

(2)   
\_\_\_\_\_




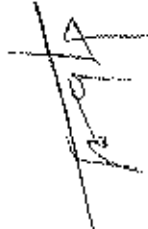
**SIDDHESH SITARAM NAIK,**

(Holding of Aadhar Card no. 7483 5251 5470,

Resident of H. No. 329,

MadhlawadaParcem,

Pernem North Goa-4033512.)

	Deim Technologies Private Ltd.		FOR SIGNATURE PREPARETECK PVT. LTD.
			Director

# SITE PLAN

VILLA AT KIRKRA GOA FOR  
ELIGOR, KIRKRA REGION

DATE: 18-02-2021

DRN. BY :-

CHK. BY :-

RAJEEV GERA

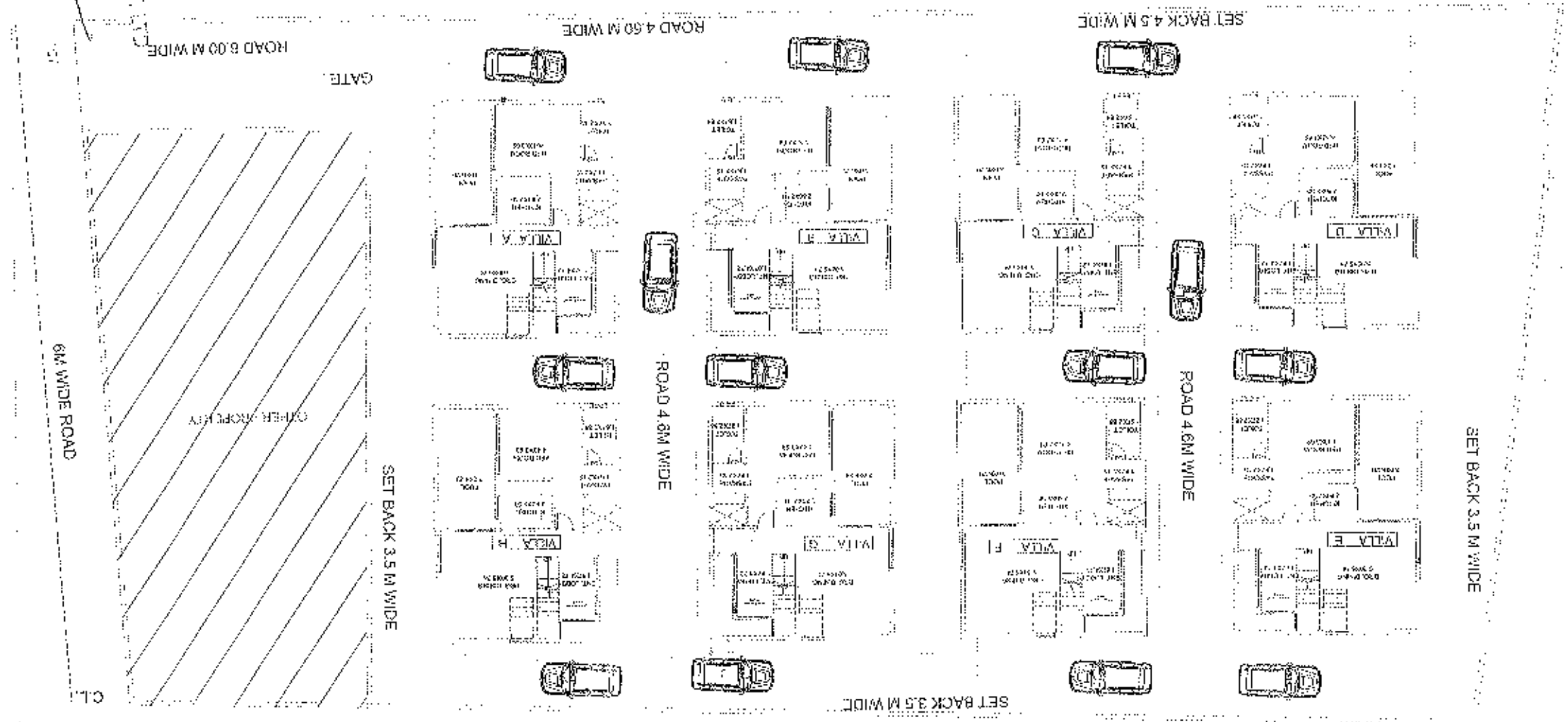
FOR ELIGORA INFRA TECH PVT. LTD.

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Leim (HONGKONG) Private Ltd

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CL



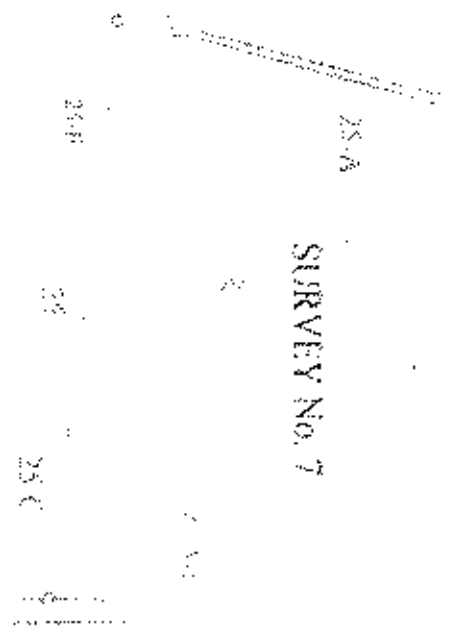
GOVERNMENT OF GOA  
 Directorate of Settlement and Land Records  
 Office of Inspector of Survey and Land Records  
 MAPUSA - GOA

Sheet No. 10



Plan Showing plots situated at  
 Village - PARBA  
 Taluka - HARIJUZ  
 Survey No. Subdivision No. 77 25-A  
 Scale : 1:10000

(Signature of P. K. Kuchelkar)  
 Inspector of Survey &  
 Land Records



FOR ELLORA INFRA TECH PVT. LTD.

(Signature)  
 Director

Generated By : Pradip Moadkar (DD/Mn. Fr. III)  
 Date : 08-10-2020  
 Jmz Technologist (Software)

Company By: (Signature)  
 Director

(Signature)





**Government of Goa**  
**Document Registration Summary 2**

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

Print Date & Time : - 16-Feb-2021 01:02:01 pm

Document Serial Number :- 2021-BRZ-701

Presented at 01:02:30 pm on 16-Feb-2021 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	231400
2	Registration Fee	239300
3	Processing Fee	1060
<b>Total</b>		<b>471760</b>

Stamp Duty Required :231400/-

Stamp Duty Paid : 690000/-









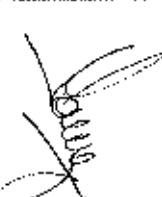
**Presenter**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ELLORA INFRA TECH PVT LTD Represented By Its Director Iqbal Ahmed Ansari , Age: , Marital Status: Gender, Occupation: , Address1 - D-22-5, Phase II, Okhla Industrial area, New Delhi -110020, Address2 PAN No.: AACCE6491J			

**Executer**






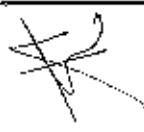
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	DEIM TECHNOLOGIES PVT LTD Represented By Its Director ANUJ BHEL , , Age: , Marital Status: Gender, Occupation: , C-604, New Friends Colony, New Delhi- 110065, PAN No.: AADCD4877E			
2	SONU DABRAL , Father Name:D K SHARMA, Age: 44, Marital Status: Gender:Male, Occupation: Business, E-205 Devashree Garden Porvorim Goa, PAN No.: AHWPDD3864A , as Power Of Attorney Holder for VIKAS GANWANI			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	SONU DABRAL , Father Name:D K Sharama, Age: 44, Marital Status: , Gender:Female, Occupation: Business, H.NO E-205, Deyashree, Garden, Porvorim Bardez Goa, PAN No.: AHWPJD3864A , as Power Of Attorney Holder for PANKAJ DABRAL			
4	ELLORA INFRA TECH PVT LTD Represented By Its Director Iqbal Ahmed Ansari , Age: , Marital Status: , Gender: , Occupation: , D-22-5, Phase II, Okhla Industrial area, New Delhi -110020, PAN No.: AACCEE6491J			
5	LOURENCO DSOUZA , Father Name:Anthony Dsouza, Age: 39, Marital Status: Married , Gender:Male, Occupation: Business, C-53, 2nd Floor, Panchsheel Enclave, New Delhi 17, PAN No.: AAGPDD6832P			

Witness:


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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Siddhesh Sitaram Naik, Age: 25, DOB: , Mobile: 9923610231 , Email: , Occupation: Service , Marital status : Unmarried , Address:403512, H. No. 379 Madhlawada Parcem Pernem Goa, H. No. 379 Madhlawada Parcem Pernem Goa, Parcem, Pernem, NorthGoa, Goa			
2	Name: Vishal Deepak Bhamare, Age: 34, DOB: , Mobile: 9881414999 , Email: , Occupation: Business , Marital status : Married , Address:403110, S-2/C-1 Primos Park Near Corlim Industrial Estate North Goa, S-2/C-1 Primos Park Near Corlim Industrial Estate North Goa, Corlim, Tiswadi, NorthGoa, Goa			

Sub Registrar

Document Serial Number :- 2021-BRZ-701

Book :- 1 Document  
Registration Number :- **BRZ-1-677-2021**  
Date : 16-Feb-2021

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

SUB REGISTRAR  
BARDEZ

**Receipt**

Original Copy

**FORM T- RECEIPT FOR FEE RECEIVED**  
Office of the Civil Registrar-cum-Sub Registrar, Bardez  
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 16-Feb-2021 13:16:33  
Date of Receipt: 16-Feb-2021

Receipt No : 2020-21/9/3082  
Serial No. of the Document : 2021-BRZ-701

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

Received the following amounts from **ELLORA INFRA TECH PVT LTD** Represented By its Director **Iqbal Ahmed Ansari** for Registration of above Document in Book-1 for the year 2021

Registration Fee	239300	E-Challan	• Challan Number : 202100072918 • CIN Number : CPAAOXHGCO	239300
Processing Fee	1060	E-Challan	• Challan Number : 202100072918 • CIN Number : CPAAOXHGCO	1700
<b>Total Paid</b>	<b>241000</b> ( Rupees Two Lakh Forty One Thousands only )			

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

**TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL**  
Please handover the Registered Document to the person named below

Name of the Person Authorized :

*Siddhesh S. Naik*

Signature of the Presenter

Specimen Signature of the Person Authorized

**TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT**  
The Registered Document has been handed over to on Dated **16-Feb-2021**

Signature of the person receiving the Document

Signature of the Sub-Registrar