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Unique Doc. Reference : SUBIN-GAGAGA-T3000119460254400X
Purchased by : URBAN CONCEPT REALTY LLP
Description of Document : Article 5 Agreement or its records or memorandum of an agreement
Property Description : JOINT DEVELOPMENT AGREEMENT IN SY NO 242/1 P TALEIGAO
Consideration Price (Rs.) : 15,26,75,000
 (FifteenCrore Twenty Six Lakh Seventy Five Thousand only)
First Party : SALGAOCAR LEASING AND CREDIT CO PVT LTD
Second Party : URBAN CONCEPT REALTY LLP
Stamp Duty Paid By : URBAN CONCEPT REALTY LLP
Stamp Duty Amount(Rs.) : 44,27,700
 (Forty Four Lakh Twenty Seven Thousand Seven Hundred only)



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AGREEMENT FOR JOINT DEVELOPMENT

This **AGREEMENT FOR JOINT DEVELOPMENT** is made on this
08th day of **July**, of the year **2025** at Panaji, Tiswadi – Goa.

BETWEEN

URBAN CONCEPT REALTY LLP, a Limited Liability Partnership
Firm duly constituted under the Limited Liability Partnership Act
2008, having its registered office at M.S. Suktankar, Lawande
Manor, 2nd Floor, St. Inez, Panaji Goa 403001, LLPIN- AAX-9947,
PAN Card No. . I, in this act represented by designated

partners; **(1) Mr. MILIND BHALCHANDRA KELEKAR**, son of

Bhalchandra Kelekar, aged 54 years, married, architect and builder,

Indian National, holding PAN Card No: and AADHAR

Card No. , resident of Flat 502, Magsons Towers,

Maramar, Panaji Goa 403001, Contact No. , and

(2) Mr. AMIT MANGESH SUKHTHANKAR, son of Mangesh

Sukhthankar, aged 50 years, married, Architect and Builder, Indian

National, holding PAN Card No. and AADHAR Card no.

resident of Villa No. 2, Sagar Co-op Housing
Society, Dona Paula, Taleigaon Goa 403004, Contact No.

, which firm is hereinafter referred to as the
"DEVELOPER" (which expression shall, wherever the context
requires unless repugnant to the meaning thereof, be deemed to



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mean and include its partners, their legal representatives, executors, administrators, transferees and assigns) of the **ONE PART.**

AND

SALGAOCAR LEASING & CREDIT COMPANY PRIVATE LIMITED, a company incorporated under the provisions of the companies act 1956, having its registered office at Salgaocar Centre, E4, Murgaon Estate, Off Airport Road, Chicalim, Goa - 403711, having PAN Card no. _____, represented in this act by its Director, **MR. NARCINVA GURUDAS BENE,** son of Mr. Gurudas Bene, aged 52 years, private service, married, Indian National, having PAN Card no. _____ and AADHAR Card no. _____, Mobile no. _____, resident of House No. 6, Yashodham, Behind Govt. Cottage Hospital, Chicalim-Goa 403711, duly authorized vide board Resolution passed in their meeting held on 19-04-2025, hereinafter referred to as the "**OWNER**" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its legal representatives, executors, administrators, transferees and assigns) of the **SECOND PART.**



The DEVELOPER and the OWNER are hereinafter jointly referred to as the "Parties" and individually as the 'Party'.

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WHEREAS:

A. The OWNER is the absolute lawful owner in exclusive possession, occupation and enjoyment of all that part and parcel of land comprising of Plot bearing No. 8, admeasuring 630 sq. mts., Plot bearing No. 9, admeasuring 647 sq. mts., Plot bearing No. 10, admeasuring 596 sq. mts. and Plot bearing No. 12, admeasuring 630 sq. mts., totally admeasuring 2,503 sq. mts., presently surveyed under Survey No. 242/1-P of village Taleigao, within the limits of Village Panchayat of Taleigao in the Registration Sub-District and Taluka of Ilhas / Tiswadi, District of North Goa, State of Goa (which property is more particularly described in **SCHEDULE I** written hereunder and hereinafter referred to as the "**SAID PROPERTY**" for the sake of brevity.



Vide Deed of Sale dated 22nd February, 1999, duly registered in Office of the Sub Registrar of Ilhas, Panaji under Registration No.2412 at pages 180 to 218, Book No. I, Volume No. 1362, on 27/08/2004, the OWNER purchased from V. M. Salgaocar & Brother Limited and thus, the OWNER acquired absolute rights, title, interest and possession in respect of the SAID PROPERTY.

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C. The SAID PROPERTY is zoned as Settlement (S - 1) as per Taleigao Outline Development Plan (ODP) - 2028 and is more particularly provided for in **SCHEDULE I** below.

D. That the OWNER being interested in offering the SAID PROPERTY for development and sale to the DEVELOPER has made the following representations:

a. The OWNER has become the absolute lawful owner of the SAID PROPERTY in the aforementioned manner and that the title of the OWNER 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 OWNER has not entered into any agreement for sale, transfer or development of the SAID PROPERTY with anyone else and nor the SAID PROPERTY is 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 are no impediments to enter into this Agreement under any law or contract nor is there any statutory prohibition on sale / development / conveyance, and the SAID PROPERTY are not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind and the SAID PROPERTY has not been mortgaged or



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offered as a collateral for securing any loan or for 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 OWNER is in actual physical and vacant possession of the SAID PROPERTY and that the OWNER has not parted with the possession in any manner including and not limited to by any agreement of tenancy or lease. The OWNER has also not ceded any right of way or any other restriction or easement by whatever name called on the SAID PROPERTY.
- e. The OWNER has paid all the property taxes and all other levies by whatever name called, till this date.
- f. The SAID PROPERTY is a part of approved scheme of subdivision of land which has been amalgamated as per revenue records. The DEVELOPER has verified that there



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are no hindrances to obtain approvals and develop the SAID PROPERTY. The DEVELOPER has verified Conversion Sanad dated 11.12.1986 issued by the Dy. Collector Goa North Sub Div. Panaji for the purpose of residential prior to the amalgamation of plots and confirms that the same shall suffice for proposed development referred hereinafter.

E. In terms of the understanding arrived at between the DEVELOPER and the OWNER recorded in Memorandum of Understanding dated 16-09-2024 along with a draft Non - Binding Termsheet appended thereto, the DEVELOPER was required to obtain increase of F.A.R. from 100 to 200 with respect to the SAID PROPERTY;



F. And that, in furtherance of the said Memorandum of Understanding dated 16-09-2024, the DEVELOPER has successfully obtained an increase in the Floor Area Ratio (FAR) on behalf of the OWNER with respect to the SAID PROPERTY from 100% to 250%, securing a letter from the North Goa Planning and Development Authority (NGPDA) authorizing F.A.R. of 250 and maximum allowable building height of 40 mts. The process of obtaining the increased FAR involved compliance with all applicable regulations and submission of necessary documentation to the competent authority. Upon

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completion, the DEVELOPER provided the OWNER with documentary proof of the increased FAR, evidencing the enhanced development potential of the SAID PROPERTY, namely, approval granted by the Member Secretary, North Goa Planning and Development Authority, Panaji, Goa by Letter dated 03.04.2025.

- G. The DEVELOPER has obtained increase in FAR as aforesaid at its own costs and expenses, although the OWNER had agreed to bear the fees payable to the concerned authorities and that, therefore, the DEVELOPER is not under any obligation to seek reimbursement of fee towards the same.



That, notwithstanding the representations made by the OWNER, the DEVELOPER has independently carried out due diligence to title of the OWNER in respect of the SAID PROPERTY, site inspection and survey of the SAID PROPERTY to verify the area and boundaries of the SAID PROPERTY and also examined development prospects of the SAID PROPERTY and verified that there is no hindrance or restriction to carry out the intended development as per increase in FAR and relaxation in height accorded to the SAID PROPERTY and the DEVELOPER only being fully satisfied with the clear and marketable title of the SAID PROPERTY and other aspects have agreed to enter into this Agreement in furtherance and in terms

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of the understanding arrived at between the DEVELOPER and the OWNER under the said Memorandum of Understanding dated 16-09-2024.

- I. On the basis of the above representations, the DEVELOPER has offered to the OWNER to jointly develop the SAID PROPERTY by developing and constructing thereon a residential building with apartments (apartments to be completed up to grey shell as defined in **Annexure 1**) along with amenities completed in all respects more particularly provided for in **Annexure 1 (Part A, B and C)** (hereinafter referred to as the "**Said Project**") under a joint development model at the DEVELOPER's cost and expense.



In terms of the Joint Development, the DEVELOPER shall be entitled to 50% of the total apartments along with amenities and common areas of the Said Project and the OWNER shall be entitled to 50% of the total apartments together along with amenities and common areas of the Said Project. However, with respect to apartment no. 202, each party shall be entitled to equal revenue share or sale proceeds of 50% as provided hereunder, on terms and conditions contained hereunder.

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

1. RECITALS:

- 1.1. 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 DEVELOPER 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 OWNER that the OWNER is holding clear and marketable title of the SAID PROPERTY and of the development rights thereof and that the OWNER is legally entitled to enter into this Agreement. Notwithstanding the representations made by the OWNER, the DEVELOPER has independently carried out due diligence

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of title of the SAID PROPERTY and development prospects of the SAID PROPERTY.

2. THE JOINT DEVELOPMENT AGREEMENT:

2.1. The DEVELOPER and the OWNER do hereby form and constitute this Joint Development Agreement for the Said Project.

2.2. All the terms and conditions of this Agreement and the clauses detailed herein-below constitute and form part of the joint development.

3. THE SAID PROJECT:

3.1. The DEVELOPER shall develop the SAID PROPERTY by undertaking the Said Project and constructing thereon a residential building with apartments (apartment to be completed up to grey shell as defined in **Annexure 1**) along with amenities completed in all respects more particularly provided for in **Annexure 1 (Part A, B and C)**.

3.2. The DEVELOPER has conceptualized the Said Project within the framework and parameters permissible, in law.

3.3. The DEVELOPER shall obtain all the necessary approvals, permissions, licenses and NOC's from all the concerned



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authorities for construction of the Said Project including but not limited to technical clearance / development permission from NGPDA, Construction License from Village Panchayat, NOC / Approval from Health and Sanitary Point of View, approval from PWD, Completion Certificate, Occupancy Certificate (post completion of residential building and amenities and apartments in grey shell and post completion of readied apartments, as the case may be) from Village Panchayat, NOC from PWD for water connection, NOC from Electricity Department, Permission for GSPCB, if any, registration of Said Project under RERA, etc., till completion of the Said Project and all costs / expenses pertaining to the same shall be borne by the DEVELOPER.



The DEVELOPER shall obtain development permission, construction license and all other requisite permissions / NOC's as are required for commencement of work of construction of the Said Project within a period of eight (8) months from the date of execution of this Agreement. The DEVELOPER shall give written intimation to the OWNER and tender originals of all such permissions and plans obtained by the DEVELOPER in respect of the Said Project.

- 3.5. The OWNER shall undertake all actions within its capacity to assist the DEVELOPER in obtaining the requisite

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approvals, permissions, and sanctions as outlined above be providing necessary documents and signing / executing necessary applications, forms, drawings and other writings, as may be required, in respect of the Said Project. This shall include, but not be limited to: (i) Promptly signing and executing all necessary applications, forms, and documents required for submission to the relevant authorities in connection with the said Project, (ii) Providing any additional information, declarations, or affidavits that may be required to support the approval process, (iii) Assisting in the review and submission of technical drawings, site plans, or architectural layouts necessary to secure the approvals, (iv) Responding to queries, clarifications, or objections raised by the Competent Authority and make best possible efforts to address the same.



- 3.6. The DEVELOPER undertakes to execute the Said Project in compliance of the terms and conditions of the various approvals granted by the concerned authorities and shall comply with applicable laws, rules and regulation in force or as may be made applicable in future. The DEVELOPER shall promptly attend to all inspections or queries, if any, raised by any authority or forum in respect of any approval and

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shall also keep the OWNER informed in writing about the same.

- 3.7. The Said Project, either before or after completion shall be identified in the name and style as 'Belvedere' or 'The Belvedere'. Any further change to the name of the Said Project, as may be mutually decided by the DEVELOPER and the OWNER.

4. **THE CONTRIBUTION OF THE DEVELOPER AND THE OWNER UNDER THE JOINT DEVELOPMENT:**

- 4.1. The primary obligation and contribution of the OWNER shall be to bring into this joint development agreement, the SAID PROPERTY, which the OWNER hereby does with the execution of this Agreement and subject to terms and conditions contained in this Agreement.



- 4.2. The primary obligation and contribution of the DEVELOPER shall be to execute the Said Project and to invest all monies in terms of this Agreement, including other resources as the DEVELOPER may deem necessary for, and to undertake and complete the Said Project within the stipulated time, upon securing all statutory permissions at its own cost and expenses.

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5. SECURITY DEPOSIT:

5.1. To ensure the timely completion of the Said Project and compliance with all obligations by the DEVELOPER, at the time of execution of this Agreement, the DEVELOPER has deposited with the OWNER an amount of Rs.1,00,00,000/- (Rupees One Crore Only) as an interest-free security deposit.

5.2. On completion of 50% of the RCC structure (i.e. Completion of RCC Slab No. 7) of the building by the DEVELOPER, the DEVELOPER shall pledge any one apartment from the DEVELOPER's entitlement in favor of the OWNER, as a lien, until the completion of the Said Project and the receipt of the occupancy certificate. During this period, the DEVELOPER shall not be entitled to create any rights or interests in the said apartment, and the said apartment shall remain free from all encumbrances. The DEVELOPER shall execute and register necessary instrument to pledge such apartment with concerned authority or institution in accordance with law.



5.3. Upon the successful pledge of the apartment as a lien by way of a legal instrument in favor of the OWNER, the OWNER shall refund the interest free security deposit of Rs.1,00,00,000/- (Rupees One Crore Only) to the DEVELOPER.

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6. RIGHTS OF PARTIES IN RESPECT THEREOF:

6.1 Each Party shall be entitled to 50% (fifty percent) of the total apartments along with amenities and common areas of the Said Project and in consideration of the respective promises, obligations and contributions contained in this Agreement. All the amenities and common areas with respect to the Said Project shall be jointly owned by the DEVELOPER and the OWNER. The OWNER and the DEVELOPER shall be entitled to transfer undivided proportionate rights in respect of the amenities and common areas to their respective prospective purchaser of apartment/s in the Said Project or to the association of allottees, as the case may be, at appropriate stage. It is clarified that amenities and common areas are meant for the Said Project and common usage of all prospective purchasers / occupants of the apartments in the Said Project and neither the OWNER or the DEVELOPER or any of the prospective purchaser/'s of apartment/'s in the Said Project shall be entitled to partition or seek to partition such proportionate rights or claim any exclusive right vis-à-vis the amenities and common areas.

6.2 The DEVELOPER shall be entitled to 50% of the total apartments along with amenities and common areas of the Said Project as indicated in Annexure 2. The DEVELOPER would be entitled for two apartments each to be constructed



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on 9th, 7th, 5th and 4th floor in the Said Project subject to the terms of this Agreement. The DEVELOPER would also be entitled to an apartment on the second floor being no. 201. The above apartments proposed to be constructed on 9th, 7th, 5th and 4th floor and apartment no. 201 on the second floor together with amenities and common areas thereto of the DEVELOPER shall herein after referred to as **'DEVELOPER SHARE'**.

- 6.3 The OWNER shall be entitled to 50% of the total apartments along with amenities and common areas of the Said Project as indicated in Annexure 2. The OWNER would be entitled for apartments to be constructed on 10th, 8th, 6th, 3rd and 1st floor in the Said Project subject to the terms of this Agreement, such share of the OWNER shall herein after referred to as **'OWNER SHARE'**.



- 6.4 It is expressly agreed between the DEVELOPER and the OWNER that with respect to one apartment bearing Apartment No. 202 proposed to be constructed on the second floor of the said building, the OWNER and the DEVELOPER have agreed to sell the said apartment together with proportionate undivided share in the SAID PROPERTY along with amenities and common areas appurtenant thereto. The

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DEVELOPER and the OWNER shall each be entitled to 50% of revenue share / sale proceeds derived from sale.

- 6.5 The parking area in the Said Project shall be allocated as follows:

Minimum three reserved parking spots per apartment.

- 6.6 Allocation of the apartments units in the building shall be done floor wise to either of the Party.

- 6.7 In the event any additional Floor Area Ratio (FAR) or built-up area that may become available in the future shall be shared equally between the OWNER and the DEVELOPER.



- 6.8 The OWNER and the DEVELOPER have agreed to transfer the proportionate undivided rights in the land / SAID PROPERTY corresponding to the built up area of the apartment/s in the Said Project in favour of the respective prospective purchasers of the apartment/s in the Said Project at the time of execution of Deed of Sale in respect of the apartment/s.

- 6.9 Both parties shall be entitled to sell their respective apartments together with proportionate undivided share in the SAID PROPERTY to the prospective purchasers. Both parties shall also transfer undivided proportionate rights in amenities and common areas in the Said Project to the

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respective purchaser or association of purchasers / allottees, as the case may be. The sale price shall be as agreed by the respective seller and the proceeds of the sale shall be retained by respective party accordingly. However, neither party shall be entitled to sell any apartment of their respective entitlement below the threshold value mutually determined by the Parties after registration of the Said Project under RERA and periodically thereafter. The OWNER SHARE and DEVELOPER SHARE in terms of the Said Project are more particularly provided for in **Annexure - 2** annexed hereto, subject to terms and conditions contained in this Agreement.

7 ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE OWNER:



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

- 7.1 The OWNER shall at all times during the tenure of this Agreement and thereafter for the benefit of prospective purchasers, maintain the OWNER's title to the SAID PROPERTY (subject only to the rights and entitlements of the DEVELOPER as are set out herein) unimpeachable, good,

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

7.2 The OWNER shall make available original deeds and documents of title of the SAID PROPERTY to the DEVELOPER and/or the prospective purchasers as and when required for the purpose on inspection only.

7.3 The OWNER shall fully co-operate with the DEVELOPER, at the cost of the DEVELOPER, in discharge of the obligations of the DEVELOPER to develop the SAID PROPERTY as provided herein and on terms and conditions contained herein.



7.4 The OWNER shall convey the undivided rights corresponding to the SAID PROPERTY in favour of the DEVELOPER in respect of DEVELOPERS SHARE or prospective purchasers of apartments of the DEVELOPERS SHARE at the time of execution of Deed of Sale and all costs and expenses incidental thereto shall be borne and paid by the DEVELOPER or prospective purchasers in the Said Project.

7.5 The OWNER shall permit the DEVELOPER to enter into the SAID PROPERTY upon the DEVELOPER securing requisite permissions for commencement of construction work of the Said Project. It is clarified that possession of the SAID

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PROPERTY is not handed over to the DEVELOPER under this Agreement.

7.6 The OWNER shall prevent / clear any and all hindrances with respect to the title of the SAID PROPERTY, which hindrances prevent the DEVELOPER from undertaking / completing the Said Project on the SAID PROPERTY.

7.7 The OWNER shall ensure support, co-operation and provide all available necessary documents required by the DEVELOPER to fulfil its obligations.

7.8 The OWNER shall not create any third party rights upon the SAID PROPERTY during subsistence of this Agreement, except for as provided for herein.



The OWNER shall not mortgage or raise any loan or finance on the SAID PROPERTY during subsistence of this Agreement, save and except for the manner provided in this Agreement.

7.10 The OWNER shall at the cost and expense of the DEVELOPER cooperate with the DEVELOPER to obtain all necessary, permissions / licenses / approvals / including approvals to increase the FAR in future, for the purpose of undertaking and completing the Said Project by executing / signing all



necessary applications, declarations, forms, plans, drawings, affidavits, NOCs and such other documents to enable the DEVELOPER to secure necessary permissions and/or licenses from the concerned authorities.

8 ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE DEVELOPER:

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

- 8.1 The DEVELOPER shall in consultation with the OWNER, be responsible for planning, designing, preparing the layout plans, structural and architectural designs, drawings, elevations of the Said Project therein (such plans, "**Design Plans**"). The OWNER shall whenever called upon by the DEVELOPER, duly sign all applications, declarations, affidavits, architectural plans and any other writing by whatever name called, which may be necessary for the purpose of obtaining all approvals, etc. with respect to the Said Project.

- 8.2 The DEVELOPER shall submit the Design Plans with the concerned authorities only upon obtaining approval from the



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OWNER and without materially affecting the benefits accruing to the Said Project and the Parties herein.

8.3 The DEVELOPER shall develop the SAID PROPERTY inter alia by full exploitation / utilization of the 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 concerned authority/ies.

8.4 The DEVELOPER shall be at liberty to develop the Said Project either by self or by entrusting the work or any part thereof to any contractor. However, the DEVELOPER shall be in full control of such contractor and undertake to take full responsibility for due performance of its contractors and appointees. The DEVELOPER shall appoint architects, RCC consultant, landscaping consultants and all other professionals of necessary experience and expertise after obtaining by email written approval of the OWNER.

8.5 The DEVELOPER shall be responsible to obtain and secure all approvals, permissions, NOC's, Licenses, etc. in respect of the Said Project and abide by all conditions imposed in such approvals at all times. The DEVELOPER also be responsible to timely renew all permissions, licenses and



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approvals before expiry of period of such approvals or permissions upon making payment of applicable fees to the concerned authorities, so that all permissions are valid and subsisting till completion of the Said Project in all respects.

- 8.6 The DEVELOPER has verified Conversion Sanad dated 11.12.1986 issued by the Dy. Collector Goa North Sub Div. Panaji for the purpose of residential prior to the amalgamation of plots and confirms that the same shall suffice for proposed development of the Said Project. In the event new conversion sanad is required to be obtained or any difference / additional sanad fee is required to be paid to any authority in respect of the Said Project, the onus, responsibility and expenses for either of the above cases shall be exclusively on the DEVELOPER.



- 8.7 The DEVELOPER shall with the active cooperation and assistance of the OWNER, but at the DEVELOPER's cost, obtain the completion and occupancy certificate (final or in part, as the case may be) from the concerned authorities on completion of the development of the Said Project, namely the residential building/s, amenities and apartments.

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8.8 Payment of all refundable and non-refundable deposits payable to any authority whatsoever for the purpose of obtaining any approval and development of the said Project shall be borne and paid by the DEVELOPER. The DEVELOPER alone shall be entitled to receive the refund if any of the said deposits.

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



8.10 The DEVELOPER shall be solely responsible for and shall undertake to strictly comply with all applicable laws, rules, regulations, ordinances, permissions, etc. issued by concerned authorities and/or local bodies with respect to the Said Project, although the permissions would be obtained in the name of the OWNER.

8.11 The DEVELOPER shall strictly comply with all obligations under the labour laws and rules in force with respect to labour/'s and/or personnel/'s employed at site either by DEVELOPER and/or its contractors or sub-contractors, etc.

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8.12 The DEVELOPER shall be responsible and liable for all the workmen, contractors, labourers, staff, personnel, etc., employed and working at the SAID PROPERTY for execution and completion of the Said Project, without any liability of whatsoever nature on the OWNER.

8.13 The DEVELOPER at its own cost shall obtain and renew from time to time an insurance policy (Contractor All Risk Policy, Public liability and workmen's compensation policies) to cover up all risks and accidents till completion of construction of the Project, including of all assets and personnel's engaged for construction work at Project Site. The DEVELOPER shall be liable and responsible towards all the acts and / or acts arising out of any commission or omission at the Said Project. The DEVELOPER shall be responsible to obtain all types of insurance as may be applicable or mandated under law. The DEVELOPER shall keep the OWNER indemnified in all such eventualities.



8.14 The DEVELOPER at its own cost shall obtain and renew from time to time an insurance policy to cover up all risks like fire and allied perils, earthquake, terrorism, burglary and accidents till completion of construction and handover of the Project, including of all assets and personnel's engaged for

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construction work of the Said Project. The DEVELOPER shall keep the OWNER indemnified in all such eventualities.

8.15 The DEVELOPER has sufficient finance and ability to manage finances to execute and complete the Said Project at their own costs and expenses.

8.16 The DEVELOPER shall ensure that the Said Project is completed in all respects within the stipulated time and obtain completion certificate and occupancy certificate (final or in part, as the case may be) from the competent authorities. The liability and responsibility to obtain completion certificates and occupancy certificate (provisional and final) for grey shell apartment/s shall rest entirely with the DEVELOPER.



The DEVELOPER alone shall be liable and responsible to obtain all development approvals / construction licence with respect to revision of plans pertaining to each apartment at the time of carrying out internal civil works in the apartment/s, prior to obtaining completion certificate and final occupancy certificate from the concerned authorities.

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8.18 The DEVELOPER shall not be entitled to raise finance by mortgaging or creating a charge or lien or encumbrance of any kind either on the SAID PROPERTY or any part thereof or the DEVELOPERS SHARE.

8.19 The DEVELOPER shall not be entitled to assign, and/or transfer the rights / benefits of the DEVELOPER in favour of any third party, without prior written consent of the OWNER.

8.20 The DEVELOPER shall defend any and all action or proceeding initiated before any authority or forum or court of law instituted by any person or whomsoever on account of any default on the part of the DEVELOPER with respect to the Said Project at the DEVELOPER's cost and expense. It is clarified that any action or proceeding initiated before any authority or forum or court of law instituted by any person or whomsoever with respect to the title to the SAID PROPERTY shall be defended by the OWNER.



8.21 The DEVELOPER shall not be entitled to retire any existing Partner or admit any new Partner in the DEVELOPER's Firm, without prior written approval of the OWNER.

8.22 The DEVELOPER shall be responsible to comply with the provisions of The Real Estate (Regulation and Development)

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Act, 2016 and rules laid down thereunder and to register the Said Project with Goa RERA and obtain RERA Registration Certificate in respect of the Said Project.

8.23 The DEVELOPER shall defend all proceedings concerning any defect or deficiency with respect to development or construction of any apartment, amenities or concerning the Said Project before the Goa RERA during the defect liability period of (5) years and take such matters to its conclusion, without any liability of whatsoever nature on the OWNER.

8.24 The DEVELOPER shall be responsible to ensure timely project construction, contract management, material management, development and timely completion of Said Project.



8.25 The DEVELOPER shall be responsible to market and sell the DEVELOPER's and OWNER's entitlement with respect to the apartments proposed to be constructed in the Said Project.

8.26 The DEVELOPER shall be responsible to prepare legal documentation like title reports, sale instruments, agreements for sale, deeds of sale in consultation with the OWNER and arrange for registration of the same before the concerned registering authority.

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8.27 The DEVELOPER shall be responsible for electrification of Said Project, drinking water supply by PWD and installations for discharge and treatment of sewage. The DEVELOPER shall provide electrical, plumbing and drainage connectivity at specified point in each apartment/s.

8.28 The DEVELOPER shall be responsible to construct an STP or septic tank and adhere to rain harvesting measures (if applicable) and abide by conditions laid down in all approvals / NOCs received for the Said Project.

8.29 The OWNER and the DEVELOPER or their prospective purchaser/s of apartments shall be at liberty to design internal layout of their respective apartment (including internal partition walls) as per their choice, subject to such revisions of internal layout being within the framework and parameters permissible under building regulations in force. The DEVELOPER shall be responsible to obtain such revision approved from the concerned competent authorities and obtain Occupancy Certificate upon completion of civil works by such prospective purchaser/s of the apartment/s.

8.30 Obligations with respect to grey shell apartments belonging to the OWNER SHARE to be handed over to the OWNER and/or its prospective purchasers:



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- (i) Prior to handing over possession of the apartment/s in the Said Project to the OWNER and/or prospective purchaser/s of apartments in the Said Project, considering the apartments in the Said Project being premium in nature, the DEVELOPER shall in consultation with the OWNER be responsible to formulate and prepare fit - out rules and guidelines for the apartments constituting the OWNERS SHARE, apartments constituting the DEVELOPERS SHARE and prospective purchasers of the apartments for carrying out internal civil works, including internal walls, partitions, flooring, electrical, plumbing, furniture's and fittings and all other related works in the apartment/s. Such rules and guidelines shall be strictly binding on all the prospective purchasers.



- (ii) Obligation relating to apartment/s belonging to the OWNER as per the OWNER's SHARE:

- (a) With respect to apartments retained by the OWNER, the OWNER shall be at liberty to carry out the civil internal works and all other related works in the apartments either through the DEVELOPER or contractor/s of its choice. Such civil works shall be independent of the obligations of the DEVELOPER contained under this Agreement.

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Such contract shall be independently negotiated and shall not be covered within the scope of the obligations of the DEVELOPER or the OWNER under this Agreement.

(b) With respect to apartments in the OWNER SHARE booked by the prospective purchaser of apartments, the internal civil works in respect of such apartment/s shall if desired by the prospective purchaser, be carried out by the DEVELOPER after finalizing scope, specifications and rate with such prospective purchaser. There shall not be any liability on the OWNER in respect of such works. Separate contract shall be executed between the prospective purchasers and the DEVELOPER in this regard.



(c) In the event, the prospective purchaser intends to execute the internal civil works on its own or through contractor, such works shall be completed within the timeline prescribed by the DEVELOPER and as per the fit out rules and guidelines laid down in terms of this Agreement.

(d) In the above cases stipulated in clause (a), (b) and (c) the layout of internal walls and other internal civil works shall be within the framework and

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parameters permissible under law and regulations in force and in terms of fit out rules and guidelines laid down, which shall be strictly binding on the OWNER and/or its prospective purchasers.

- (iii) On completion of internal civil works stipulated in Clause (i) and (ii) above, the DEVELOPER shall be responsible to obtain final completion certificate and final occupancy certificate, if required, from the Village Panchayat or concerned local authorities in respect of completed apartment/'s. Such internal civil works in the apartment shall not absolve the DEVELOPER of responsibility to complete the amenities and common areas in respect of the Said Project within the period stipulated in this Agreement.



The DEVELOPER shall be responsible for management, upkeep and maintenance of the Said Project and all amenities and common areas thereto, except the area within the apartment/s, till the formation of the society / association / entity of the apartment owners and subsequent handover of the Said Project to such maintenance entity as provided in this Agreement.

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8.32 Maintenance of the Said Project and common amenities on completion of the Said Project and formation of maintenance body for the said purpose:

- (i) For better maintenance and upkeep of the Common Areas and Amenities and/or Infrastructure of the Said Project, the DEVELOPER shall be under an obligation to manage by itself or to appoint any person, entity/ies, or organization/s, or agency/ies or form a co - operative maintenance society or association to manage the operation and maintenance of the Common Areas and Amenities and/or Infrastructure of the Said Project and for the said purpose shall be entitled to enter into agreement with such service provider as the DEVELOPER may deem fit and such agreement and arrangement shall be binding on all the prospective purchasers of apartments in the Said Project.



- (ii) The Common Areas and other Amenities and/or infrastructure for the Said Project are common for use and enjoyment of all the purchasers or occupants of the apartments in the Said Project and neither the Parties nor their prospective purchasers of apartments in the Said Project shall be entitled to claim any exclusive rights to such common areas and amenities and infrastructure facilities of the Said Project and the

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prospective purchasers shall be bound and liable to effect payment of applicable maintenance charges or fees for upkeep of such common areas and also to bear fees of such maintenance agency/ies.

- (iii) For the purpose of keeping the common areas and amenities and/or Infrastructure in the Said Project in good condition, the DEVELOPER shall at its discretion be entitled to maintain the Said Project by itself or through any person, entity/ies, or organization/s, or agency/ies or form a co - operative maintenance society or association for a period of 5 years from the date of handover of possession (provided the Association has not been formed or has been formed but not taken over the maintenance) or for such other term as it deems fit and proper. In this context, the DEVELOPER shall be entitled to collect maintenance fee from the purchasers and shall be responsible to maintain the Said Project and amenities thereto. The DEVELOPER shall maintain a dedicated bank account for this purpose and shall document and record all payment details for purpose of verification and audit. The DEVELOPER at the request of the OWNER shall furnish all details of such account to the OWNER or its authorized representatives or auditors. Inspection of such audited books of accounts



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maintained by the DEVELOPER shall be also provided to the purchasers.

- (iv) The prospective purchasers shall abide by any and all terms, conditions, rules and/or regulations that may be framed by the DEVELOPER or any such body formed, including without limitation, payment of the purchasers share of the charges that may become payable with respect to the operation and maintenance of the Common Areas and Amenities and/or Infrastructure inclusive of the payment of the fees of such society or association or entity.



- (v) Upon 51% of the total number of apartments in the Said Project being booked by prospective purchasers or allottees, the DEVELOPER shall within the prescribed time (3 months at present) submit an application to the competent Authorities to form a co-operative maintenance society or an Association/ Organization, to comprise of the purchasers, occupants or allottees and other current / future allottees or purchaser of apartments in the Said Project, under the provisions of the relevant Act and the rules made thereunder, read with Act and Rules. The DEVELOPER shall along with other allottees / purchaser(s) of apartments in the

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Project shall join in forming and registering the Association / Organization to be known by such name as the DEVELOPER and the OWNER may jointly decide and for this purpose also from time to time sign and execute the application for registration and/or membership and all other papers and documents necessary for the formation and registration of the Association / Organization and for becoming a member. Such Association formed shall admit all allottees / purchasers of the apartments in the Said Project as members in accordance with its bye-laws. The DEVELOPER and the OWNER shall be entitled to join as a member of the Association / Organization in respect of unsold apartments in the Said Project.



JOINT OBLIGATIONS OF THE DEVELOPER AND THE OWNER:

- 9.1 The DEVELOPER has obtained increase of FAR from 100 to 250 with respect to the SAID PROPERTY as stipulated hereinabove. Subject to terms contained herein, in case the FAR for any unforeseen reason is reduced or increased from the agreed FAR of 250 then the DEVELOPER and OWNER agree to share the consequent built up area in 50/50 ratio.

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9.2 Parties have mutually decided to name the Project as "Belvedere" or "The Belvedere". Any change thereto shall be done mutually.

9.3 The structural engineer for the Said Project shall be appointed by the DEVELOPER in consultation and with approval by the OWNER.

9.4 Neither the DEVELOPER nor the OWNER shall sell any apartment/s in the Said Project below the threshold value. The threshold value shall be determined and fixed periodically by the DEVELOPER and OWNER mutually. In the event either Party intends to sell any apartment/s of their entitlement below threshold value, the other Party shall have first right of purchase.



Developer shall strictly comply with all obligations under GST.

9.6 The DEVELOPER in consultation with the OWNER shall lay down the process for handing over of apartments and other areas once Said Project is completed. Handing over process shall include all drawings including statutory (approval for DG, Substation, GSPCB (STP) and Fire NOC (Hydrant/Smoke), all approvals, AMCs of lifts, STP, pump, elevators etc, operating manuals, insurance, warranties,

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floor wise single line drawings. Record of snagging / de-snagging, record of testing and commissioning of electromechanical equipment and services, all drawings including those stamp by statutory authority and as-built, asset register of all electromechanical equipment's and furniture's and fixtures in the Said Project by the DEVELOPER.

- 9.7 The DEVELOPER shall in consultation with the OWNER shall lay down the maintenance process prior to handover of any apartments to prospective purchasers of either party entitlement. The process shall be documented and accepted by both Parties.



10

COMPLIANCE WITH RERA:

The Said Project shall be registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 and rules laid down thereunder, before the concerned authority and comply with the provisions of The Real Estate (Regulation and Development) Act, 2016 and rules laid down thereunder.

- 10.2 The DEVELOPER shall be responsible to register the Said Project with Goa RERA and to carry out all necessary formalities and effect payment of necessary fees or charges for the said purpose.



10.3 The DEVELOPER shall comply with the provisions of The Real Estate (Regulation and Development) Act, 2016 and rules laid down thereunder, including filing of necessary returns and updates with respect to the Said Project.

10.4 The DEVELOPER or the OWNER shall not be entitled to market and/or enter into any transaction for sale of apartments before registration of the Said Project under GOA RERA and rules laid down thereunder.

10.5 Both the DEVELOPER and OWNER shall be considered as promoters and shall be jointly liable for functions and responsibilities specified under rules and regulations. The DEVELOPER and the OWNER shall operate a joint account to receive all proceeds from sale of units in the Said Project. Withdrawal of funds from the joint account allowed under RERA shall be done as per mutual and internal agreement between the DEVELOPER and the OWNER. Both the DEVELOPER and the OWNER shall appoint a joint chartered accountant cum auditor for all Goa RERA compliance and quarterly filings, whose fees shall be shared equally. The Parties shall mutually agree and define standard operating procedure in this regard. Opening of bank accounts whether joint or separate shall be strictly as per RERA Act, 2016.



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10.6 The OWNER shall execute and provide all necessary documents for registration of the Said Project, including title documents, bank details, affidavits and declaration as may be required and shall extend its full cooperation for the same.

10.7 The DEVELOPER and the OWNER are jointly considered as 'Promoters' and are responsible and liable to perform functions and responsibilities specified under rules and regulations of the RERA Act, 2016. It is expressly agreed between the Parties that the limited liability of the OWNER with respect to the Said Project shall be to keep the title of the SAID PROPERTY clear and marketable, free from encumbrances and defects in title. The DEVELOPER shall be solely responsible and liable to defend, redress and/or settle all actions, claims, disputes and issues pertaining to development works / workmanship carried out by the DEVELOPER in the Said Project. The DEVELOPER shall keep the OWNER indemnified with respect to all matters pertaining to the development work.



10.8 The DEVELOPER shall defend any and all action or proceeding initiated before any authority or forum or court of law instituted by any person or whomsoever on account of any default on the part of the DEVELOPER with respect to

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the Said Project at the DEVELOPER's cost and expense. It is clarified that any action or proceeding initiated before any authority or forum or court of law instituted by any person or whomsoever with respect to the SAID PROPERTY shall be defended by the OWNER.

- 10.9 Any grievance or issue with respect to the Said Project, amenities, common areas, all apartments shall be raised to the DEVELOPER, who shall suitably address such issues be quality, structural defects, workmanship, etc. The DEVELOPER shall be responsible to fix and set right any defect or deficiency during the defect liability period of five (5) years at its own expense with respect to the Said Project, in terms of the provisions of the RERA and rules laid down thereunder.



TAXES:

- 11.1 All rates, taxes, charges, assessments, duties, land revenue and other outgoings in respect of the SAID PROPERTY up to the date of execution of this Agreement have been paid by the OWNER. In the event that such charges have not been paid by the OWNER, the OWNER undertakes to pay the same immediately. Further the OWNER represents and warrants that they will be responsible and liable for the payment of all arrears or outstanding rates, taxes, charges, assessments,

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duties, arrears and outgoings in respect of the SAID PROPERTY for the period up to 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 DEVELOPER.

- 11.2 The GST shall be borne by the respective parties as applicable. The GST in respect of the OWNER SHARE shall be borne by the OWNER / prospective purchaser/s of OWNER SHARE's apartments and the same shall be paid within a period of 30 (thirty) days of raising of invoice by the DEVELOPER.



In respect of the units from within the DEVELOPER SHARE sold prior to obtaining completion certificate, the DEVELOPER shall be responsible for collection and discharge of GST from the buyers of such units. In respect of units from within the DEVELOPER's SHARE sold after obtaining completion certificate, the GST applicable on reverse charge mechanism shall be borne and paid by the DEVELOPER and shall be a cost to the DEVELOPER.

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11.4 In respect of the apartments / units from within the OWNER SHARE, sold prior to obtaining completion certificate, the OWNER shall be responsible for collection and discharge of GST from the buyers of such units. In respect of units from within the OWNER's SHARE sold after obtaining completion certificate, GST if applicable shall be borne and paid by the OWNER.

11.5 Notwithstanding the above, in respect of units allotted to the OWNER's, the DEVELOPER shall pay the GST after collecting the same from the OWNER, as per applicable rates, currently effectively 5%, on the value of such units based on the Rules and Regulations under GST law, currently determined on the basis of first proximate sale from the date of this Agreement. Such GST shall be paid by the OWNER to the DEVELOPER against issuance of appropriate GST invoice which the OWNER may claim input credit against for discharge of its GST liability on sale of such units as are sold before obtaining the completion certificate and GST as may be pertaining to such unit as are sold after obtaining completion certificate shall be cost the OWNER.



12 VARIATIONS IN PLANS:

12.1 The DEVELOPER has prepared and shall prepare revised layout and plans, detailed structural and architectural

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designs, drawings, elevations and specifications in respect of the Said Project in consultation with the OWNER and has / shall submitted / submit to the concerned authorities after approval and signature of the OWNER.

- 12.2 The DEVELOPER shall be permitted to carry out such variations and alterations in the said Project, building plans or in the layout of the Said Project 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, with prior written approval of the OWNER.



The DEVELOPER shall be permitted to revise the specifications relating to the exterior of the Said Project and/or all common structures, areas, amenities in and around Said Project, with prior written approval of the OWNER.

13 DEVIATION IN PLANS AND CONSTRUCTION:

- 13.1 The DEVELOPER shall carry out the development work of the Said Project as per approved plans. Deviations shall be classified under:

- (i) Illegal Deviations - Any alteration in approved architectural design that amounts to exceeding F.A.R,

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setback and height violations that cannot be approved or regularized.

- (ii) Permissible Deviations - Any alteration in approved architectural design that amounts to changes in F.A.R, setback and height that can be approved as plan revision. These shall not be considered as breach of the Agreement.
- (iii) Minor Variations - Any changes to architectural plans that does not affect overall F.A.R. shall be considered as 'Minor Variation'. The DEVELOPER shall keep the OWNER updated on all such deviation occurrence during construction phase.



All the fees, costs and/or penalty, fines incurred to regularize such deviations shall be exclusively borne by the DEVELOPER.

14 CONSTRUCTION OF PROJECT:

14.1 Commencement of Construction:

14.1.1 The DEVELOPER shall commence development and construction of the Said Project only after securing all requisite permissions, approvals, licenses, and NOCs from the concerned competent authorities necessary for the Said Project.

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14.1.2 The DEVELOPER shall provide the OWNER with written confirmation and copies of all such approvals before commencing construction.

14.2 Project Milestones and Quality Assurance:

14.2.1 The DEVELOPER shall prepare and submit to the OWNER, within a period of three (3) month from the date of execution of this Agreement, a BAR chart outlining the milestones and timelines for the completion of the Said Project.

14.2.2 The DEVELOPER will submit to the OWNER a detailed quality plan describing measures planned for quality assurance (QA) and quality control (QC) during construction of the Said Project to achieve desired level of quality as intended in the specification included in the Agreement.



14.3 Progress Reporting:

14.3.1 During the Construction Phase Period, the DEVELOPER shall submit a monthly progress report to the OWNER. This shall be supported by a certificate from the Architect appointed.

14.3.2 The progress report shall include: (a). details of the construction work completed to date, and (b) a

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summary of the costs and expenses incurred by the DEVELOPER for construction up to the reporting date.

14.4 Construction Specifications:

14.4.1 DEVELOPER shall complete the construction of the Project in accordance with the specifications set forth in Annexure 1 (Part A, B and C).

14.4.2 These specifications for common amenities shall include, but are not limited to, (a) architectural and structural elements, (b) walls, paint, flooring, doors, and windows, (c) kitchen installations (if applicable) and electrical systems, (d) backup power systems and air conditioning provisions, (e) water supply, fire detection, and firefighting systems, (f) IT connectivity provisions, including Wi-Fi, communication, and security systems, (g) Television and DTH cable connectivity, (h) Sewage treatment systems or septic tank and swimming pool structures and fittings, (i) Sanitary ware, bathroom fixtures, and fittings, (j) Windows, elevators, and other fixtures and fittings common amenities and common areas as specified in Annexure 1 (Part A, B and C).



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14.5 Inspection and Corrective Measures:

14.5.1 The OWNER shall have the right to inspect the construction work of the Said Project at reasonable intervals during the Construction Phase Period.

14.5.2 If the OWNER identifies any shortfalls or deficiencies in the quality of work or workmanship for activities within the DEVELOPER's scope, the OWNER shall notify the DEVELOPER of the same in writing.

14.5.3 Upon receiving such notification, the DEVELOPER shall undertake all necessary corrective measures to rectify the deficiencies to the satisfaction of the OWNER within a reasonable time frame.



COMPLETION OF PROJECT:

15.1 Development Permission and Construction License:

15.1.1 The DEVELOPER shall, within a period of eight (8) months from the date of execution of this Agreement, secure all requisite permissions, including development permissions, construction licenses, and No Objection Certificates (NOCs) required for the commencement of construction of the Said Project.

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15.1.2 Upon obtaining such permissions, the DEVELOPER shall provide the OWNER with written intimation and tender originals of all such approvals and plans to the OWNER.

15.2 Construction Phase Period:

15.2.1 The DEVELOPER shall complete the construction of the Said Project within thirty-nine (39) months ("**Construction Phase Period**") from the date of receipt of the construction license from the competent authority.

15.2.2 Upon completion of construction, the DEVELOPER shall be entitled to an additional grace period of three (3) months to obtain the completion certificate and occupancy certificate from the competent authorities, ensuring that the Said Project is fully completed in all respects. Above grace period is subject to change as per completion schedules for units wherein parties have opted for internal civil work to be carried out, which period shall proportionately be extended beyond general building completion as agreed in Clause 8.30.



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15.3 Extensions to the Construction Phase Period:

15.3.1 DEVELOPER shall be granted reasonable extensions to the Construction Phase Period for delays beyond its control, subject to the following conditions:

- a. Delays caused by war, pandemics, civil commotion, military and/or terrorist actions, acts of god, or any act, rule, regulation, notice, order, notification, or circular issued by the Government of Goa, central government, or any competent authority. This includes delays caused by interim orders passed in legal proceedings or other regulatory hurdles affecting the Project.
- b. The DEVELOPER shall notify the OWNER in writing of the occurrence of such events within seven (7) days of their occurrence, explaining the circumstances causing the delay.



15.3.2 Upon intimation of the occurrence of extraordinary events, the DEVELOPER shall be granted a minimum extension of three (3) months for completing construction. The maximum cumulative extension period for such delays shall be twelve (12) months, provided the DEVELOPER

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furnishes timely written intimation. Any further extension beyond twelve (12) months shall be at the sole discretion of the OWNER.

- 15.3.3 If extraordinary events persist beyond twelve (12) months and the OWNER does not grant further extensions, the OWNER shall have the right to terminate this Agreement in accordance with the terms of Clause 20.2 herein.

15.4 Joint Inspection and Rectification of Defects:

- 15.4.1 Upon completion of the Said Project, the DEVELOPER shall notify the OWNER in writing about the completion and request the OWNER to conduct a joint inspection of the Project, including the apartments and amenities to which the OWNER is entitled.

- 15.4.2 The OWNER shall conduct inspection within a period of thirty (30) days from receipt of written intimation from the DEVELOPER and notify the DEVELOPER of any defects observed during the inspection.

- 15.4.3 The DEVELOPER shall rectify all notified defects within a period of forty-five (45) days from the date



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of notification. A certificate from the Engineer/Architect authorized by the OWNER shall be obtained, confirming that all defects have been rectified to the satisfaction of the OWNER.

15.5 Delay in handing over possession of OWNER SHARE in the Said Project:

15.5.1 In case of delay on the part of the DEVELOPER in completing the Said Project within the stipulated period and handing over possession of the apartments in the Said Project as stipulated hereinabove, the DEVELOPER shall compensate the OWNER for such delay, which compensation is quantified at Rs.10,00,000/- (Rupees Ten Lakh Only) per month.



15.5.2 In case the DEVELOPER fails to effect payment of compensation stipulated hereinabove to the OWNER, the OWNER shall be entitled to proportionately encash the security deposit amount and in the event such amount exceeds security deposit amount then terminate this Agreement and consequences stipulated below shall follow. In the event delay occurs after refund of the security deposit amount, the apartment pledged in favour of the OWNER as stipulated in

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this Agreement shall continue to remain pledged with the OWNER until the DEVELOPER effects payment of the entire compensation due.

16 BRANDING MARKETING AND SALES:

16.1 The DEVELOPER shall register the Said Project under RERA before commencement of branding, marketing and sales.

16.2 The DEVELOPER shall have the sole and exclusive right to brand the Said Project. 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. The OWNER further agrees that the DEVELOPER shall have the right to issue any press release or make any public statement or other communication about the Project and/or the development. However, it is expressly agreed between the DEVELOPER and the OWNER that the brand name, style and manner of advertising would be finalized in consultation with the OWNER. Neither party shall be entitled to directly or indirectly use the brand name of the Said Project to any other project.

16.3 The DEVELOPER shall be responsible to sell all apartments and shall be the sole point of contact for seamless sales and



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marketing as per the agreed sale strategy document arrived in consultation with the OWNER. Notwithstanding the above, the OWNER shall be also entitled to market and sell only the apartments of the OWNER's entitlement. However, in such cases, all sales shall be routed through the DEVELOPER.

16.4 The marketing and sales of all residential units / apartments developed, shall be carried out by the DEVELOPER.

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



In furtherance of the above, the OWNER 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 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 apartments, payment plans and schedules and terms of agreements to be entered into with prospective purchasers.

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- 16.7 Minimum selling price for all units in the Said Project shall be decided mutually by the DEVELOPER and the OWNER at the stage of entering into sale agreements / deeds of sale.
- 16.8 The sale proceeds shall be strictly utilized by the party whose apartment is sold. The sale proceeds shall be deposited in the common RERA governed joint bank account and respective withdrawals shall be carried out by each party through internal understanding with strict adherence to GOA RERA norms.
- 16.9 No revenue sharing by either parties shall be considered.

- 16.10 Sequencing of sale of apartments in order of booking



DEVELOPER :- 1, 2, 4, 5, 7, 8, 11, 14, 17, 19

OWNER :- 3, 6, 9, 10, 12, 13, 15, 16, 18

Any change to above arrangement shall be subject to mutual agreement between the Parties.

- 16.11 Notwithstanding anything contained hereinabove, either party can retain any apartments from their respective share, beyond completion of the Said Project and shall be free to deal with the same in any manner it may deem fit.

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17 INDEMNIFICATION:

17.1 The OWNER shall indemnify, defend and hold harmless the DEVELOPER and its partners from any and all actions, claims, demands or rights from any person claiming to be entitled to any right, ownership, title or interest in the said property or any charge, lien, mortgage or encumbrance on the basis of deposit of title deeds of the said property with such person or for any other reason whatsoever.

17.2 The DEVELOPER shall indemnify, defend and hold harmless the OWNER and its directors from:

17.2.1 Failure of the DEVELOPER to complete the Project within the stipulated time.

17.2.2 Violation or non-adherence of conditions imposed in approvals/NOC's, etc. by DEVELOPER which has invited legal action and/or the work is stayed or suspended for a period beyond 3 months.

17.2.3 If held that proposed construction is not permissible for any reason of it being originally a part of approved sub-division scheme of development of plots.



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17.2.4 Any action or proceedings initiated by any person before any authority / court in respect of the approvals / permission received for the Said Project, including but not limited to increase in FAR and relaxation in height, etc.

17.2.5 Any action or proceedings initiated by any purchaser / investor of any apartment in the Said Project before any authority, forum or court, including RERA for any reason being delay in completion of the Said Project vis-à-vis the apartment, defect, deficiency, workmanship in development during the 5 year defect liability period and beyond, as a result of which penalties, fines and compensation are imposed.



BREACH BY DEVELOPER:

Any violation, non - performance, non-compliance or non-adherence to the obligations of the DEVELOPER under this Agreement shall be considered as breach of the terms and conditions of the Agreement by the DEVELOPER. The OWNER shall issue a notice in writing to the DEVELOPER to cure the breach and the DEVELOPER shall be responsible to rectify or cure such breach within a period of 120 days from receipt of such notice. In the event, the breach is not cured

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within 120 days by the DEVELOPER, in such case, the OWNER shall be entitled to terminate the Joint Development Agreement in the manner set out in this Agreement. With respect to other terms and conditions of the Joint Development Agreement, depending on the nature, severity and seriousness of the breach, the OWNER may at its sole discretion grant additional time to the DEVELOPER to cure/rectify such breach provided the OWNER is satisfied that such breach was not intentional and deliberate.

19 TERMINATION:

19.1 The OWNER shall be entitled to terminate this Agreement by providing 30 (thirty) days written notice to the DEVELOPER stating the defect to be rectified, and in case the DEVELOPER is unable to rectify the defect within such 30 (thirty) days period, then in such case the OWNER shall be permitted to terminate this Agreement in the following circumstances:

19.1.1 The DEVELOPER deviates construction of the Said Project in such manner that such deviation is found to be 'illegal deviation' by statutory authorities which cannot be regularized under the Goa Building Regulations and/or such deviation



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invites legal action by authorities leading to suspension of work.

19.1.2 Dissolution of partnership of the DEVELOPER or if either partner retires or ceases to be a partner and/or there is a change in constitution of partnership, without prior written approval of the OWNER.

19.1.3 Violation or non-adherence of conditions imposed in approvals/NOC's, etc. by DEVELOPER which has invited legal action and/or the work is stayed or suspended for a period beyond 3 (three) months.



19.1.4 Partnership firm of the DEVELOPER and/or its present partners are adjudged as insolvent, bankrupt by Court of law and/or ordered to be wound up or dissolved.

19.1.5 DEVELOPER fails to comply with RERA provisions and/or indulges in acts which are contrary to the RERA and rules laid down there under resulting in any coercive order / any coercive order relating to the SAID PROPERTY being passed by the Goa Real Estate Regulatory Authority against the

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DEVELOPER or with respect to the Said Project on account of any act attributable to the DEVELOPER.

- 19.1.6 If the DEVELOPER is unable to (a) obtain requisite permissions to commence construction of the Said Project on the SAID PROPERTY within the period mentioned hereinabove, and (b) fails to commence construction of the Said Project on the SAID PROPERTY, within the period of 6 (six) months from the date of obtaining requisite permissions, due to reasons solely attributable to the DEVELOPER.



The DEVELOPER shall be entitled to terminate this Agreement in the following circumstances:

- 19.2.1 If the DEVELOPER is dispossessed of the SAID PROPERTY or any portion thereof on account of any order of court of law or forum on account of any defect in title of OWNER with respect to the SAID PROPERTY.

- 19.2.2 If the OWNER fails to keep and maintain the title of the SAID PROPERTY clear and marketable and free from all defects and/or encumbrance, charge, lien, or claims whatsoever, on account of which

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performance, rights and benefits under the Agreement are materially affected resulting in delay in granting permissions by any authority or timely completion of the Said Project.

20 EFFECT OF TERMINATION:

20.1 Termination by the OWNER on account of default on part of the DEVELOPER in terms of clause 19.1 above:

20.1.1 OWNER shall be entitled to take over the Project and in such an event, the OWNER shall reimburse 75% of the costs and expenses incurred by the DEVELOPER on the Project.

20.1.2 The cost and expenses of the DEVELOPER shall be evaluated and determined by an Independent Valuer considering the spending's indicated in monthly reports submitted by the DEVELOPER and other factors as may be necessary with respect thereto.

20.1.3 Independent Valuer shall be appointed by the Parties on mutual agreement.

20.1.4 On reimbursement of costs and expenses determined by the Independent Valuer by the OWNER to the DEVELOPER, the DEVELOPER shall



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remove all the moveable belongings only from the Project site, i.e. machinery, metal plates, etc.

20.1.5 Notwithstanding the above, the DEVELOPER alone shall be responsible to pay penalty and/or fine that may be imposed by any statutory authority on account of any breach of conditions by the DEVELOPER.

20.2 Termination by the OWNER due to extraordinary events in terms of clause 15.3.3 above:

20.2.1 The OWNER shall be entitled to take over the Said Project.

20.2.2 The OWNER shall reimburse 90% of the costs and expenses incurred by the DEVELOPER on the Said Project, after deducting any applicable insurance proceeds.

20.2.3 The costs and expenses shall be evaluated and determined by an Independent Valuer, who will consider the expenditures reported in the DEVELOPER's monthly reports, insurance proceeds received, and any other relevant factors.

20.2.4 The Independent Valuer shall be appointed by mutual agreement between the Parties.



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20.3 Termination by the DEVELOPER due to default on part of the OWNER in terms of clause 19.2 above:

20.3.1 OWNER shall be entitled to take over the Project and in such an event, the OWNER shall reimburse 100% of the costs and expenses incurred by the DEVELOPER on the Project.

20.3.2 The costs and expenses shall be evaluated and determined by an Independent Valuer, who will consider the expenditures reported in the DEVELOPER's monthly reports, insurance proceeds received, and any other relevant factors.

20.3.3 The Independent Valuer shall be appointed by mutual agreement between the Parties.



REPRESENTATIONS AND WARRANTIES:

21.1 The OWNER does hereby declare and assure the DEVELOPER that:

21.1.1 The OWNER has not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROPERTY, nor has agreed to sell or otherwise transfer its rights, share or interest in the SAID PROPERTY in any manner whatsoever, to any person other than the DEVELOPER.

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

21.1.3 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.

21.1.4 The SAID PROPERTY or any part thereof is not a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal.



21.1.5 There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID PROPERTY.

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

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

21.1.8 The DEVELOPER has independently verified the title of the OWNER in respect of the SAID PROPERTY, area and boundaries of the SAID PROPERTY and development prospects of the SAID PROPERTY. The

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DEVELOPER has also verified and confirmed that there is no hindrance or restriction to carry out the development of the Said Project as per increase in FAR and relaxation in height accorded by the concerned authorities for the Said Project.

22 MISCELLANEOUS:

22.1 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 Agreement.

22.2 The OWNER 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 DEVELOPER.

22.3 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 DEVELOPER be treated as a consumer qua the OWNER in respect of the residential apartments to be constructed on the SAID



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PROPERTY or the OWNER treated as consumer qua the DEVELOPER in respect of the SAID PROPERTY.

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

22.5 All letters, notices, communications to the DEVELOPER and the OWNER, 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 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.



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

23 STAMP DUTY:

23.1 The total RERA carpet area to be handed over to the OWNER has been estimated at 4855 square meters calculated at

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Rs.25,000/- per square meter and hence the same is valued at Rs.12,13,75,000/- (Rupees Twelve Crores Thirteen Lakhs and Seventy-Five Thousand only). Accordingly, Stamp Duty payable is Rs.35,20,000/- (Rupees Thirty-Five Lakhs and Twenty Thousand Only) and the Registration Fees is Rs.36,41,250/- (Rupees Thirty-Six Lakhs and Forty-One Thousand and Two Hundred Fifty only).

- 23.2 The entitlement of the DEVELOPER is estimated at 1252 square meters of land area (at 50% of total land area) calculated at Rs.25000/- per square meter and hence the same is valued at Rs.3,13,00,000/- (Rupees Three Crores and Thirteen Lakhs Only). Accordingly, Stamp Duty payable is Rs.9,07,700 (Rupees Nine Lakhs and Seven Thousand Seven Hundred only) and the Registration Fees is Rs.9,39,000 (Rupees Nine Lakhs and Thirty-Nine Thousand only).



- 23.3 Accordingly, the total Stamp Duty paid is Rs.44,27,700/- and the total Registration Fee is Rs.45,80,250/-.

- 23.4 The amount towards applicable stamp duty and registration fee is equally paid by the DEVELOPER and the OWNER.

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SCHEDULE - I
(Description of the SAID PROPERTY)

All that immoveable property surveyed under Survey No. 242/1-P of village Taleigao, Tiswadi, Goa, totally admeasuring 2,503 sq. mts., then comprising of Plot bearing No. 8, admeasuring 630 sq. mts., Plot bearing No. 9, admeasuring 647 sq. mts., Plot bearing No. 10, admeasuring 596 sq. mts. and Plot bearing No. 12, admeasuring 630 sq. mts., being part of the larger property named 'CURLA VAINGUINIM', also known as 'MACHADOS COVE', described in the land registration office of Ilhas under no. 17260 in book B-45 New, then enrolled in the Taluka Revenue Office of Tiswadi under Matriz Nos. 279, 284, 286, 288, 289, 291, 293, 295, 297, 299, 301, 303 and 382 thereafter surveyed under Survey Nos. 242/1, 243/2, 243/3, 243/4, 243/6, 243/9, 243/10, 243/12, 243/17 and 243/19 of village Taleigao, situated at Village Taleigao, within the limits of the Village Panchayat of Taleigao, Registration Sub District and Taluka of Ilhas / Tiswadi, District of North Goa, State of Goa. The SAID PROPERTY comprising of Plot No. 8, Plot No. 9, Plot No. 10 and Plot No. 10 and totally admeasuring 2,503 sq. mts. has been independently and distinctly surveyed under Survey No. 242/1-P of village Taleigao and as a whole presently bounded as under:

On the North : By 6 mts road of the same sub division
On the West : By 6 mts road of the same sub division
On the South : By 12.5 mts road of the same sub division
On the East : By Plot No. 11 of the same sub division.

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ANNEXURE - 1

(Description of the 'Said Project' with specifications of Residential Building, ancillary structures and amenities thereto)

PART (A)

(DETAILS ABOUT BUILT UP AREA AND APARTMENTS)

DEVELOPER shall develop / construct on the SAID PROPERTY a residential building with two car park basement floors, one stilt floor for lobby and two wheeler park, ten (10) residential apartment floors, with one apartment on first floor and with 2 apartments on each floor from second (2nd) to tenth (10th) floor i.e. a total 19 nos. of apartments.

GREY SHELL:



Grey Shell apartment shall mean an unfinished apartment / unit with only bare walls at the sewage disposal tapping points, allowing maximum flexibility for prospective purchasers / buyers to design and finish the interiors according to their preferences.

The Key features of a grey shell apartment / unit are as under:

- No partition walls, flooring, doors, or MEPF (Mechanical, Electrical, Plumbing & Firefighting) work inside the apartment.
- Only tapping provisions for MEPF connections will be available at designated locations. Only sewage connection points/water

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supply, drainage, electrical main tapping point and fire sprinkler tapping point will be provided.

- Waterproofing of the entire floor is compulsorily required to be carried out by the DEVELOPER prior to handover commencement of interior works to prevent damage to lower floors.
- Base scope detailed out in table below.

Scope description by Developer	Scope description by customer/purchaser/s in respective apartments
All exterior masonry work and fixed glazing, windows, elevation features	All interior masonry partition walls, flooring PCC and leveling
All exterior sliding windows	All interior floor material finish and installation
All exterior balcony wall / tile finishes and landscaping and waterproofing	All interior gypsum wall plaster
All balcony-railings, including glass railings	All interior MEPP work
All A.C.conduit provisioning	All interior false ceiling
External plaster, paint (entire envelope)/Cladding	All interior cabinetry, kitchen interior, wood work, paneling
All exterior lighting	All internal wiring, cabling, DBs, SBs, fixtures
All interior lighting in public spaces and common amenity spaces	All sanitary ware, CP fittings. Kitchen sinks



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All elevators installed and commissioned	All HVAC equipment, internal & external, power & drainage connection
All MEFF services/utilities completed & commissioned (Internal MEP scope may vary as per customer preferences)	All internal ELV work (Extra Low Voltage Services like security system and fire detection system, etc.
All public areas and common amenities (ex. Banquet Hall, Business Centre, gymnasium, swimming pool and its service areas, entrance lobbies, car park, staircases, lift lobbies, entrance foyers at every floors, roof top lounge, etc) to be fully finished and ready to operate	All internal doors, including main doors, servant room doors
Temporary doors to all apartments (Private lobby and servant entry)	All internal painting
Electrical power/ DG power - Topping point at the main door of each apartment	Curtains, blinds, lights, carpets, mirrors, loose furniture, fixed furniture
Plumbing connections - outside the toilets in the duct (watersupply and sewage disposal)	
HVAC- Provisions/electrical power, drainage and routing of pipes &cables	
External firefighting, Fire Detection & Fire fighting : all	



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provisions in the structure for routing of pipes, power	
ELV (security, data, emergency lighting, access control, etc) all provisions in the structure for routing of pipes, cables, wires	
Waterproofing of interior slabs, roof slabs, terraces, balconies, swimming pools, water tanks. Common areas/amenities and toilets	
Upkeep of all areas, operation and maintenance of all equipment & furniture at all common areas/Amenity areas, security, staffing, etc. till the termination of the maintenance	



CIVIC INFRASTRUCTURE:

- DEVELOPER to provide provision for civic infrastructure such as water connection, sanitation and electricity.
- DEVELOPER to provide electrical, plumbing and drainage connectivity (tapping points) at specified point in each apartment/'s.
- Windows and temporary main entrance door to every apartment.

Envelope (Building Exterior):

The DEVELOPER shall be responsible to complete the following works in respect of the Said Project:

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- All external walls finished with plaster, paint, cladding, and windows, any external elevation feature in any material.
- All external balconies finished with railings.

Common Areas:

- Reception, lobby, administrative areas, parking floors, staircases, elevators, toilets, swimming pool, gymnasium, changing rooms and corridors/passages will be completed in all respects, including lighting, MEPF fixtures and landscape.

Services & Utilities:

- All external MEPF services and utilities (such as water supply, firefighting, electrical substation, DG, septic tank, and security systems) will be completed and functional.



DETAILS OF SUPER BUILT UP AREA:

From First (1st) to Tenth (10th) floor, each floor would have an estimated super built up area of 1,250 sq. mts., i.e. a total estimated super built up area of 12,500 sq. mts. approximately (equivalent to 9710 sq. mts. approximately of RERA carpet area), subject to technical clearance.

The OWNER would be entitled to 50% of estimated super built up area i.e. 6250 sq. mts approximately, estimated to be minimum of 4,855 sq. mts. RERA carpet area. The DEVELOPER would be entitled to 50% of estimated super built up area i.e. 6250 sq. mts approximately, estimated to be minimum of 4,855 sq. mts. RERA

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carpet area. Both parties are entitled for proportionate areas in car park floors and common amenities on terrace.

Note -

In the above context reference may be made to the share/ entitlement of either party as provided for in ANNEXURE-2.

Above is an estimate based on granting of 250 F.A.R. for the project. Final allotments of built up areas shall be decided once submission drawings are approved by government authorities.

Any additional F.A.R or built up area that may be available in future shall be shared equally by the OWNER and the DEVELOPER.



ANNEXURE - 1 / PART (B)
(PROPOSED AMENITIES IN THE PROJECT)

1

(1) Luxury apartments and design

- Stylish lobby design and interiors
- Public areas and common areas will comprise:
 - a. Car entry point and car drop off
 - b. Lobby, lounge, society office, common toilets for security, staff, drivers and housekeeping staff
 - c. Security and housekeeping office and storage
 - d. As mentioned in Annexure 3

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- (2) Interior and finishes as per ANNEXURE 3 hereto.
- (3) Terrace top pool, deck and lounge.
- (4) Gymnasium with standard gym equipment comprising of weights, mirrors, two treadmills and two bicycles (Brand recommended Life fitness/ Technogym) proposed at terrace top.
- (5) Two automatic 8-person lifts and one stretcher lift.

Brand preferred Mitsubishi/ Otis/ Schindler with access control mechanism.

- (6) Generator power backup for entire building

Brand preferred- Cummins, Kirloskar, Pai Kane, or equivalent

- (7) Independent electrical Compact Sub Station

Brand preferred - Suncontrols, Pai Kane, ABB or equivalent



CCTV, monitoring cameras for all entry and exit points, lifts, staircase entries, lobbies, public areas and parking.

- (9) Mandatory AC VRF system proposed for individual flat
 - Provision by developer, to be purchased by respective apartment owners

- (10) Dedicated garbage handling and collection point to be clearly indicated.

- (11) Landscaped gardens and children play area with children play equipment.

- (12) Car parking floors, reserved parking allotment

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ANNEXURE - 1 / PART (C)
(DETAILS OF PARKING FACILITY FOR THE PROJECT)

Parking Facilities:

Total parking slots would be minimum 75 car park slots, out of which 57 car park slots would be given to prospective apartment owners. Balance available car parks would be kept or reserved for the DEVELOPER and the OWNER or as visitor's car park slots.

3 car park slots for each apartment =

Total $19 * 3 = 57$ reserved car park slots

Visitor Parking = Minimum 18 car park slots

(Note-Above is an estimate only and subject to change)

Facility for car washing plus drainage included.

All car parking spots to include electrical provision for EV charger, charger provided and installed by the respective apartment owner.



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ANNEXURE - 2
(Allotment of apartments table)

DEVELOPER

OWNER

Apt No. 201

Apt No. 101

Apt No. 401 and 402

Apt No. 301 and 302

Apt No. 501 and 502

Apt No. 601 and 602

Apt No. 701 and 702

Apt No. 801 and 802

Apt No. 901 and 902

Apt No. 1001 and 1002

Apartment No. 202:



With respect to apartment bearing Apartment No. 202 proposed to be constructed on the second floor of the said building, the OWNER and the DEVELOPER have agreed to sell the said apartment together with proportionate undivided share in the SAID PROPERTY along with amenities and common areas appurtenant thereto. The DEVELOPER and the OWNER shall be entitled to 50% of revenue share / sale proceeds each derived from sale.

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ANNEXURE - 3

(Specifications of Structure and Fittings and other facilities)

Detail specification provided in table below.

1.	Architecture	In compliance with by-laws of the applicable planning authority		
2.	Structure	Reinforced Cement Concrete (RCC) framed, designed by a professional engineer and in compliance with Indian standards, earthquake resistant	Brand of cement / RMC : Prism Johnson and/or Ultratech	
3.	Walls	AAC and/or laterite block masonry, finished with POP and painted		
4.	Paint (External)	Waterproof cement paint	Make- ASIAN or equivalent	
5.	Paint (internal): walls & ceilings (As applicable in public areas and amenity scope only)	Acrylic Emulsion	Make- ASIAN or equivalent	
6.	Flooring	- Foyer, Living, Dining: Italian marble - Bed rooms: Vitrified Tiles - Toilets - floor & Dado: Ceramic	As per architect's /ID consultant's design,	Vitrified tiles- Kajaria, Qutone, Nexion (6x4 ft or as required)



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		tiles - Kitchen: Floor-Vitrified tiles, Dado- Ceramic Tiles, Platform-Granite top - Staircases: Granite - GYM: Rubberized floor - External hardscape: Granite - Service areas: Kota	Suitable skirting as per design	Basic rates: Indian marble - Rs.100/sq ft + GST Imported/Italian marble- Rs.400 / sqft + GST Vitrified tiles- Rs.60/sq ft + taxes Granite platform - Rs.170/sq ft + GST Window sills - Rs.200/sq ft + GST
7.	Doors	Main entrance door to each apartment (Not in developer scope)	Dorma or equivalent	Developer to provide one or two temporary doors to each flat during construction and fitout period
	Windows	Sliding Aluminum - 40 mm series	Brand-Bandson or equivalent	Min. 6mm glass toughened
9.	Kitchen	Modular kitchen (Not in developer scope)		Cooking Gas line if any shall be provided by local state vendor, developer shall provision for routing



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10.	Electrical (As applicable in public areas and amenity scope only)	Wires - Concealed wiring with PVC insulated Copper Wires Cables Switches- Modular Lights, Fans	Polycab Wire or equivalent Legrand or equivalent	
11.	Back-up power	DG sets	Cummins, Kirloskar, Pai Kane or equivalent	
12.	Air conditioning	VRF AC is mandated for all apartments, outdoor unit provisioning by developer, entire AC system purchased by respective apartment purchaser, sleeve in RCC structure provided by developer, electrical conduits by purchaser. Any HVAC systems provided in common areas or amenities shall be purchased, installed and its services coordinated by the developer	Mitsubishi, Daikin, or equivalent	
13.	Water supply	RCC OH & UG tanks, pump room, pumps (Hydro pneumatic system), WTP, uPVC &cPVC pipes. CP fittings, Sanitary ware.	Pump- Wilo, Grundfos or equivalent Sanitary piping- Astral and/or Finolex	



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14	Bathroom Sanitary Ware and Fittings (As applicable in public areas and amenity scope only)		ROCA or KOHLER or GROHE or TOTO	
15	Wardrobes (Only if requested by respective apartment purchaser)	MDF / Blockboard / Aluminum	Hettich / Hafele Fixtures (only if in scope of developer)	DEVELOPER shall provide at additional price (to be negotiated as per scope and specs.
16.	Fire detection	Fire alarm, Smoke detectors (Common areas and residential flats as stipulated in Fire Dept. NOC).		As per statutory requirement
17.	Fire fighting	Fire alarm, Smoke detectors (Common areas and residential flats as stipulated in Fire Dept. NOC).		As per statutory requirement
18.	WiFi, IT connectivity	Provision for internet connectivity through WiFi		Dlink/Cisco Dlink switch, WAP Router/Access point
19.	Communication	Intercom system with telephone & cable connections.		NEC EPABX/ Panasonic handsets
20.	Security	CCTV system, Access control with applicable UPS or power backup.	Intercom with photo	D-link/HIK vision with 28 days backup



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21.	TV, Cable	Provisioning only		
22.	Sewage treatment	STP or public sewer if available	MBBR technology	
23.	Swimming pool	Water filtration plant make to be decided		Sinpar/Wilo
24.	Elevators	2 Elevators (eight persons each cabin) as per approved design plus 1 service cum stretcher lift	mitsubishi otis schindler	
25.	Other	Compound wall, gates, security rooms, services rooms, staff rooms, garbage bins holding area, storm water drains, landscape- lawns, plants, irrigation system, EV charging points for two and four wheelers, Earthing, internal roads, pavements, external lights		
26.	Common areas	Staircases, Elevators, Elevator lobbies, Lobby, Lounge, Gym, Society office, Kids play area, Residents parking, Visitors parking, terrace, swimming pool, Deck and all exterior areas around the building.		



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27.	Gas Line	PNG/LPG (as the case may be) tapping point may be provided for kitchen of every unit.		
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Note:-

Any change/s in amenities, common areas and/or any specifications provided for under this Agreement shall be on mutual understanding between the Parties and shall be in writing.

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.

Naseem C. Kh





SIGNED AND DELIVERED
BY THE PARTY OF THE **ONE**
PART OR DEVELOPER FOR
URBAN CONCEPT REALTY
LLP. THROUGH ITS
AUTHORISED PARTNER (1)
MR. MILIND BHALCHANDRA
KELEKAR



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L.H.F.I.

R.H.F.I.

PANAJI



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SIGNED AND DELIVERED
BY THE PARTY OF THE **ONE**
PART OR DEVELOPER FOR
URBAN CONCEPT REALTY
LLP. THROUGH ITS
AUTHORISED PARTNER (2)
MR. AMIT MANGESH
SUKHTHANKAR



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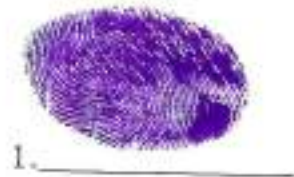
SIGNED AND DELIVERED
 BY THE PARTY OF THE
 SECOND PART OR OWNER
 FOR SALGAOCAR LEASING
 AND CREDIT COMPANY
 PRIVATE LIMITED
 THROUGH ITS AUTHORISED
 DIRECTOR MR. NARCINVA
 GURUDAS BENE

Narcinva G. Bene

L.H.F.I.



R.H.F.I.



1. _____



2. _____



3. _____



4. _____



5. _____



1. _____



2. _____



3. _____



4. _____



5. _____

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Narcinva G. Bene



IN THE PRESENCE OF WITNESSES:-

1- PRABODH GOVIND KAMAT

F-4 Block A, Chaitanya Apts,

Caranzalem, Panaji,

North Goa 403002.

Aadhar No. - 5397 5936 4678



2- JONATHAN BERNARO GEORGE

House No. 378/7, Firguem Bhat

Siridao, Tiswadi 403108.

Aadhar No. - 4529 1278 9000





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GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA



Plan Showing plots situated at
Village: TALEIGAO
Taluka: TISWADI
Survey No./Subdivision No.: 242/ 1-P
Scale: 1:500

Invest No: 10015

W. Kamble
Smt. Vinila V. Kamble
Asst. Survey & Settlement Officer
Panaji-Goa

1-P

SURVEY No. 242

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Generated By: A/Ly. Gluck Nanny De Souza (DMS Gr. II)
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21/11/2019
Prepared By: Dilip M. Tanchekar (DMS Gr. I)

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12/07/2025

Adv. Gluck Nanny D'Souza
NOTARY

Room No. 105, Hotel Ricone
Vasco-da-Gama, Goa-403 802

Date: 12/07/2025

Reg. Ref. No. 1168/2025





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 14-Jul-2025 12:54:37 pm

Document Serial Number :- 2025-PNJ-1959

Presented at 12:51:54 pm on 14-Jul-2025 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	4427600
2	Registration Fee	4580250
3	Processing Fee	2100
Total		9009950

Stamp Duty Required :4427600/-

Stamp Duty Paid : 4427700/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	MILIND BHALCHANDRA KELEKAR As Designated Partner Of URBAN CONCEPT REALTY LLP ,Father Name:BHALCHANDRA KELEKAR, Age: 55, Marital Status: ,Gender:Male,Occupation: Other, Address1 - Flat 502, Magsons Towers, Miramar, Panaji Goa 403001, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	NARCINVA GURUDAS BENE Authorized Representative Of SALGAOCAR LEASING & CREDIT COMPANY PRIVATE LIMITED , Father Name:Gurudas Bene, Age: 52, Marital Status: ,Gender:Male,Occupation: Other, House No. 6, Yashodham, Behind Govt. Cottage Hospital, Chicalim-Goa 403711, PAN No.:			
2	MILIND BHALCHANDRA KELEKAR As Designated Partner Of URBAN CONCEPT REALTY LLP , Father Name:BHALCHANDRA KELEKAR, Age: 55, Marital Status: ,Gender:Male,Occupation: Other, Flat 502, Magsons Towers, Miramar, Panaji Goa 403001, PAN No.:			
3	AMIT MANGESH SUKHTHANKAR As Designated Partner Of URBAN CONCEPT REALTY LLP , Father Name:MANGESH SUKHTHANKAR, Age: 51, Marital Status: ,Gender:Male,Occupation: Other, Villa No. 2, Sagar Co-op Housing Society, Dona Paula, Taleigaon Goa 403004, PAN No.:			

Witness:

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



Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Jonathan George, Age: 31, DOB: , Mobile: 7875539492 Email: george_jonathan@outlook.com , Occupation: Advocate Marital status : Married , Address: 403108, Siridao, Tiswadi, NorthGoa, Goa			
2	Name: Prabodh Kamat, Age: 55, DOB: , Mobile: 9850398361 Email: , Occupation: Other , Marital status : Married , Address: 403002, Taleigao, Tiswadi, NorthGoa, Goa			

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15/7/2015
Sub Registrar

SUB - REGISTRAR
ILHAS

Document Serial Number :- 2025-PNJ-1959





Book :- 1 Document

Registration Number :- **PNJ-1-1875-2025**

Date : 15-Jul-2025

Appawady
15/7/2025

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

SUB - REGISTRAR
ILHAS

