



गोवा GOA



Serial No. 48157 Place of St. Vennd Mapusa Date 11/2/15

Value of Stamp paper 1000/-

Name of Purchaser Pundalik D. Polyekar

Residence at Solim Son of _____

Signature of Vendor [Signature] Signature of Purchaser [Signature]

C. J. PANDIT - LIC NO. AC/STP/VEN/84/2003

11/2/15

289319



DEED OF JOINT VENTURE AGREEMENT

THIS DEED OF JOINT VENTURE AGREEMENT for construction of a residential building and for sale is made on this the 11th day of February 2015 at Mapusa Goa.

[Signature]

[Signature]
[Signature]

Official No. _____ Place of St. Vend Marquis Gate
Date of Stamp paper _____
Name of Purchaser _____
Residence at _____ Son of _____
Signature of Vendor _____ Signature of Purchaser _____
C.A. PARDIT - LIC NULACISTRIYENIBWIS03



(1) **MR. DHRUVANJAY VITHAL HARMALKAR**, s/o late Vithal Harmalkar, age 42 years, married, service, holder of Pan Card no.AKRPH8513L, Indian National and (3) **MRS. DEEPTI DHRUVANJAY HARMALKAR**, w/o Druvanjay Harmalkar, age 36 years, married, service, holder of Pan Card No.AMSPH7764A, both r/o H. No. 30/1A, Vadacha Vada, Sirgao, Bicholim, Goa, hereinafter called the "OWNERS/FIRST PARTY" OWNERS/FIRST PARTY (which expression where the context so admits shall include their successors, legal representatives and assigns of the ONE PART.

AND

MR. PUNDALIK DEELIP PALYEKAR, son of Deelip Palyekar, age 31 years of age, unmarried, business, holder of Pan Card No.APYPP3817P, resident of H. N.257/3B, Danda Siolim, Bardez -Goa. Hereinafter called the "DEVELOPER/SECOND PARTY" (which expression where the context so admits shall include his successors, legal representatives and assigns of the OTHER PART.

AND WHEREAS

1. There exists a property known as "BHAMAN VADDO", bearing survey no.70 sub division no.7, admeasuring an area of 3375 square meters, situated in the village Oxel, Siolim, Bardez-Goa, more particularly described in Schedule I hereunder written.

2. The owners is in exclusive possession of the portion of the above said property admeasuring an area of 702 square meters, of village Oxel Siolim Bardez Goa, the expression of which hereinafter shall be referred as "SAID PROPERTY" more particularly described in schedule II hereunder written.

Harmalkar

Pundalik

Palyekar

3. The Developer/Second Party has requested the owner to allow him to develop the said property, admeasuring an area of 702 square into the residential as well as Commercial Complex and the Owners/First Party have agreed to give the said property unto the Developer/Second Party so as to create full value to the Said Property.

4. The Said Property is proposed to be developed by the Owners/First Party as shown in the plan hereto annexed in the red color boundary line and marked 'B'

5. The OWNERS/FIRST PARTY desires to construct a modern residential apartment building in the said property and engage DEVELOPER/SECOND PARTY the Developer/Second Party for such construction and under the circumstances, both the parties involve a scheme under which the OWNERS/FIRST PARTY have proposed to Provide the said property fully described in the schedule-II and the Developer/Second Party has agreed to mobilize fund from its own resources and or taking advance from the prospective purchasers and provide materials, equipments, manpower and other necessary accessories for construction of a building as per plan to be approved by concerned authorities and other facilities.

5. a) The Developer/Second Party shall construct 220 square meters built up area which shall be delivered to the OWNERS/FIRST PARTY free of cost.

5. b) out of 220 square meters built up area, the Developer/Second Party shall divide into three flats/apartment 2 apartments/flats of bungalow of 2 bed room and 1 single bed room.



6. In addition to the above said super built up area, the Developer/Second Party shall pay to the OWNERS/FIRST PARTY a sum of Rs.4,50,000/- (Rupees four Lakhs fifty thousand Only).

7. a) That out of total amount of Rs. 4,50,000/- the Developer/Second Party pays unto the OWNERS/FIRST PARTY an amount of Rs. 2,00,000/- (Rupees two Lakhs only) in the manner described in schedule III at the time of signing of this Agreement, the OWNERS/FIRST PARTY hereby acknowledges the receipt of the same.

7. b) That the remaining balance of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand only) shall be paid to the OWNERS/FIRST PARTY by the Developer/Second Party in following installments.

a. A sum of Rs.1,00,000/- (Rupees One Lakh Only) shall be paid on 12/4/2015.

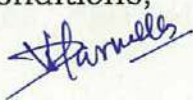
b. A sum of Rs.1,00,000/- (Rupees One Lakh Only) shall be paid on 12/5/2015.

c. A sum of Rs.50,000/- (Rupees Fifty Thousand Only) shall be paid on 12/6/2015.

7. c) The Developer/Second Party shall construct 220 square meters built up area which shall be delivered to the OWNERS/FIRST PARTY free of cost.

8. The Owners/First party undertake to sell the property bearing survey no.70/1 of village Oxel, Bardez-Goa, admeasuring an area of 155 square meters, which is adjacent to the said property for consideration of Rs.1,00,000/- (Rupees One Lakh Only).

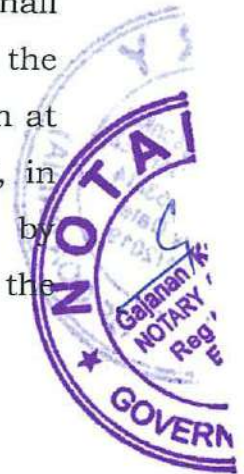
NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE to undertake the venture upon the following terms and conditions;






01. **THE SCHEME:**

That the OWNERS/FIRST PARTY shall allow the Developer/Second Party to construct the residential apartment Building on the said property described in schedule II under the scheme whereby the Developer/Second Party OWNERS/FIRST PARTY shall provide the said property mentioned in schedule-II and the Developer/Second Party shall construct Building thereon at his own cost and responsibility as per plan approved, in favour of OWNERS/FIRST PARTY to be approved by concerned authorities and design to be prepared by the Developer/Second Party.



02. **STRUCTURAL DESIGN AND DRAWING:**

A. The Developer/Second Party shall, prepare the complete structural drawing and design of the proposed building and submit to all the concerned authorities.

B. The Developer/Second Party shall be responsible for soundness of architectural, structural, electrical, plumbing and sanitary drawing and design & also the implementation of the same. The Developer/Second Party shall bear the necessary cost for the said assignments.

03. **TITLE DEED VERIFICFATION**

That the OWNERS/FIRST PARTY shall produce the original Title Deed and other related documents of the schedule property to the Developer/Second Party at the time of signing this document for their verification and at any time thereafter during the tenure of this agreement as may be requested by the Developer/Second Party. The OWNERS/FIRST PARTY also pledges not to sign any

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Agreement with any other person or body whatsoever in relation to the said property during the tenure of this Agreement without the written consent of the Developer/Second Party.

4. SITE DELIVERY:

1.1 That the OWNERS/FIRST PARTY will hand over the vacant possession of the schedule property within a week after the signing of the agreement. The Developer/Second Party shall not have the right to transfer, assign works under the agreement and shall be personally responsible to perform and discharge his obligations mentioned in this agreement.

1.2 The OWNERS/FIRST PARTY thereby undertakes that the said property is not mortgaged and/or; hypothecated to any bank financial authority and said property is free from all encumbrances at time of signing of this Agreement.

5. (a) The penalty for delay in construction due to OWNERS/FIRST PARTY shall be paid up on his behalf by Developer/Second Party as mutually agreed.

6. CONSTRUCTION PERIOD AND DELAY:

a) Total duration of the project will be 30 (thirty) months from the date of plan approve by concerned authorities. Construction Period will be increased by 4 (four) months if there be any political crisis, natural disaster etc. If Developer/Second Party fails to complete the contract work within the stipulated 30 (thirty) + 4 (four) months the

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Developer/Second Party shall have to compensate at the rates as mentioned below:-

b) The Developer/Second Party shall pay to the OWNERS/FIRST PARTY as house rent at the rate of Rs. 15,000/- (fifteen thousand only) per month.

7. **COMPLETIONS AND HANDING OVER:**

That after completion of construction of the building the Developer/Second Party shall invite the OWNERS/FIRST PARTY or their authorized person in writing/orally for a joint inspection on mutually convenient date (s). Then during joint inspection if there is any defect of the construction work, the Developer/Second Party shall rectify, restore and repair such defective work at his cost. Thereafter if everything is found all right & the apartments are complete in all respect in habitable condition, the OWNERS/FIRST PARTY or their authorized representative will take over the possession of their area. It is worth mentioning that during the construction work the OWNERS/FIRST PARTY or their authorized representative shall visit the construction site to see the progress of construction work time to time. If any deviation/defect is observed from the approved design/drawing by the OWNERS/FIRST PARTY, Developer/Second Party shall have to rectify the deviation/defects, immediately.



8. **POWER OF ATTORNEY:**

That the OWNERS/FIRST PARTY shall execute and register a general power of attorney for the said property described in schedule II in favor of the Developer/second party at the time of signing this Agreement with the full power to do the needful to construct the proposed building and to sell the Developer/Second

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Party's area along with the proportionate share of the said property to the intending buyer(s). The OWNERS/FIRST PARTY shall not cancel Power of Attorney so long the Agreement is in force.

9. COST OF TRANSFER OF DEVELOPER/SECOND PARTY APARTMENTS:

That the cost of stamp, transfer fee, gain tax registration fee and other miscellaneous expenses for transferring built-up area of the Developer/second party of the said property with share of land to the buyers shall be borne by the Developer/Second Party or its buyers or transferees and the OWNERS/FIRST PARTY shall not be responsible for any cost thereof.

10. AGREEMENT WITH INVESTOR/ALLOTTEES:

The DEVELOPER/SECOND PARTY, by the power of attorney will have the right to negotiate, sell, resell, lease out, let out and enter into agreement for the purpose of transferring and disposing the apartments with undivided and un-demarcated proportionate piece of land in the project on the basis of approved plan at a price to be determined by the Developer/Second Party and to receive money from prospective buyer and to acknowledge and give receipt provided the same doesn't affect the rights and interests of the OWNERS/FIRST PARTY, or either into any conflict thereof.

11. BANK LOAN:

That after selling the apartments of the Developer/Second Party if any allottee be permitted by the Developer/Second Party to obtain loan from any financial

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Institute or Bank the Allottee needs for such purposes execution of any written instrument in consonance with the terms of his agreement with the Developer/Second Party, the Developer/Second Party shall have the liberty to do the same as per requirement and expediency without mortgaging the said property.

12. DEVELOPER/SECOND PARTY'S RIGHTS:

16.1 That in order to implement the project effectually and completely and facilitate the transfer of Developer/Second Party's apartments, along with proportionate shares in the said property the Developer/Second Party shall on and from the date of execution and signing of this agreement, be at liberty to do, execute and perform at its free will all that acts, deeds and things as may be found reasonable and expedient,

16.2. To prepare and publish prospectus, profiles, forms, leaflets and brochures of or about the project and advertise forward sale of the transferable Land shares and allotment of apartments as shall belong to and be disposable by the Developer/Second Party.

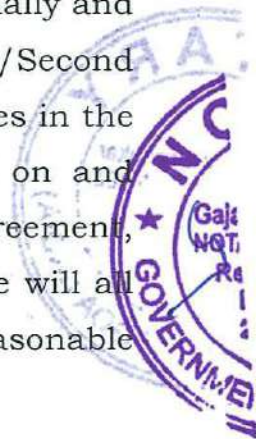
16.3. To receive advances against and/or payments in full of the value payable by the Investors as price of the land shares and costs and charges for the complete construction of the apartments and car parks allotted to them from Developer/Second Party's.

16.4 To cancel an Allotment and rescind any agreement with any Allottee in case of his default in payment of the value or installment within the time specified for their and his insolvency or unbecoming conduct and detection of any









fraud being practiced by him and to re-allot the same properties Developer/Second Party's to some other Investor with reference to the OWNERS/FIRST PARTY.

13. THIRD PARTRY LIBILTY:

That the Developer/Second Party shall be liable to indemnify any workmen or outsider in the event of the possible loss or damage to any property, personal injury and death or otherwise, any claim arising from the construction of the Building by the Developer/Second Party. The OWNERS/FIRST PARTY shall not be responsible or liable for any such loss or claim whatsoever. Similarly, the responsibility for any sort of theft, loss or damage of the works during construction shall vest in the Developer/Second Party and in no way is binding on the OWNERS/FIRST PARTY or on the Said property.



14. CO-OWNERS NOT TO PARTIION THE LAND:

That apartments to be sold by the Developer/Second Party's to different purchasers of apartment shall undertake to the effect that the individual owner of apartments and propotionate land will enjoy the land in common with all the co-owners, shall not claim partition of the land and that all of them shall abide by the terms and conditions embodied in the agreement between the OWNERS/FIRST PARTY and Developer/Second Party.

15. UTILIY SERVICE CHARGE:

That the service lines for electricity, water and all other service lines for T.V. etc. shall be extended to all apartments falling in the share of the OWNERS/FIRST PARTY at the cost of Developer/Second Party so as to avail of those facilities readily by the OWNERS/FIRST PARTY .

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Damalkar *Polyet*

16. Apartment Owner's Status:

That the Ownership, rights, title and possession of the Owner, possessor or occupier of every apartment along with share of said property shall always be subject to pay Government revenue, Municipal taxes and every other legal dues as may be payable from time to time.

17. SIGN BOARD & NAME:

That on signing of the agreement the Developer/Second party shall be entitled to hang up its sign board on the said property, name of the project has commonly been selected as "**BHOOMI DEVELOPER/SECOND PARTYS**".

18. INCLUSION/ADDITION OF TERMS AND CONDITION OF AGREEMENT:

That any points omitted in this agreement may be included or added subsequently in this agreement only if agreed upon by mutual consent of both the OWNERS/FIRST PARTY and the Developer/Second Party and it shall be treated as part of this agreement.

19. OWNERS/FIRST PARTY'S GUARATEE TO THE TITLE OF THE LAND:

That the OWNERS/FIRST PARTY guarantees that thier title in the said property is correct and perfect as described in the schedule and if any errors, misstatements or omission shall be detected, this agreement shall not be annulled and the OWNERS/FIRST PARTY will do whatsoever shall be found necessary to correct the error and other defects to convey the said property to Developer/Second party or its allottees.



20. FORCE MAJEURE:

That if for reason of force majeure i.e. Acts of God, like natural calamity earthquake, flood, or civil unrest, famine, war, military operations of any nature blockade or damage, injury or loss due to fire, accident, mob violence attack from the air of any other major disturbances or for reasons that are beyond control of the Developer/second party any difficulty arises, the parties shall mutually make such arrangement as may be just in the circumstance of the case.

21. Dispute and Arbitration:

That in case of any dispute between the OWNERS/FIRST PARTY and the DEVELOPER/SECOND PARTY regarding this agreement, it is agreed that the dispute will be resolved amicably between the two parties and supplementary agreements may be subsequently made to mitigate the matter.

And that if the two parties cannot resolve the dispute, the same shall be referred to arbitrators appointed in a manner hereinafter provided.

The party raising the dispute shall serve a notice upon the other party advising that a dispute or difference has arisen and nominate in that notice its own arbitrator. The party receiving the notice shall, within 30 (Thirty days after receiving such notice, nominate its arbitrator by advising the party raising the dispute and name of the arbitrator appointed by the other party, The arbitrators so appointed shall appoint an umpire if necessary, in terms of rules and meaning of









Arbitration Act (Act x of 2001). The award of the arbitrators or umpire as the case may be, shall be final, conclusive and binding upon the parties thereto, Arbitration proceeding shall be conducted in accordance with the rules and meaning of Arbitration Act (Act x of 2001) and its statutory modification shall or re-enactment thereof in force from time to time. The venue of arbitration shall be decided by the arbitrators having regard to costs and convenience of the parties.

SCHEDULE-I

Description of the entire property

All that property known as "**BHAMAN VADDO**", bearing survey no.70 sub division no.7, admeasuring an area of 3375 square meters, situated in the village Oxel, Siolim, Bardez-Goa. and the same registered in the Land Registration office of Bardez under no.7722 at page 119 Book B (20) new but not enrolled in Taluka Revenue office of Bardez and same is bounded as under

- NORTH : by property bearing survey no. 70/1.
SOUTH : by property bearing survey no. 70/5.
EAST : by road.
WEST : by property bearing survey no. 70/1.

SCHEDULE-II

Description of the Said Property

all that portion of the property known as "**BHAMAN VADDO**", bearing survey no.70 sub division no.7, admeasuring an area of 702 square meters, situated in the property described in schedule I hereinabove and bounded as under:









NORTH : by property bearing survey no. 70/1.
SOUTH : by plot belonging to Rajesh Vithal Harmalkar.
EAST : by road.
WEST : by property bearing survey no. 70/1.

SCHEDULE III
(MODE OF PAYMENT)

- (a) A sum of Rs. 1,00,000/- (Rupees one lakhs only) is paid by cheque bearing Cheque No. 146608 dated 11/02/2015 drawn on Corporation Bank, Anjuna Branch.
- (b) A sum of Rs. 1,00,000/- (Rupees one lakhs only) is paid by cash on signing this agreement, to which the Assignors have acknowledge the receipt of the same.

IN THE WITNESS WHERE OF the parties thereto, having read and understood the impart and significance of this deed in letter and spirit, to thereby set his respective hands hereunder in execution of his deed on the 11th day of February 2015 of the Christian era.

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Harmalkar

Harmalkar

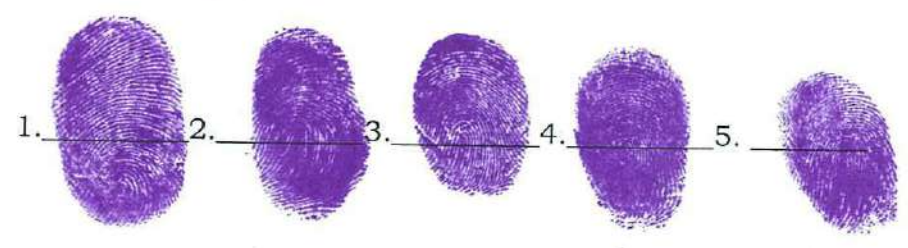
Harmalkar



SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED FIRST PARTY No. 1

(MR. DHRUVANJAY VITHAL HARMALKAR)

Left hand finger prints



Right hand finger prints



Harmalkar

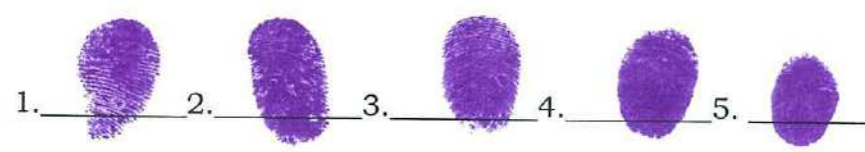
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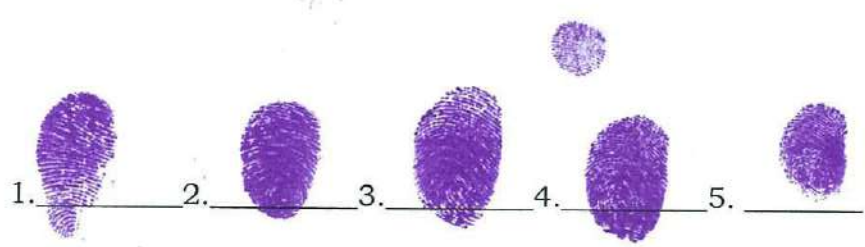
SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED FIRST PARTY no. 2

(MRS. DEEPTI DHRUVANJAY HARMALKAR)

Left hand finger prints



Right hand finger prints



Harmalkar

Harmalkar

Deepti



Palyekar

Palyekar



SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED SECOND PARTY

(MR. PUNDALIK DEELIP PALYEKAR)

Left hand finger prints



Right hand finger prints



In presence of Witnesses:

1. *[Signature]* Dinanath S. Saomkar
2. *[Signature]* Chirag R. Shirgaonkar

BEFORE ME

Mr. Gajanan K. Korgaonkar
Advocate & Notary Public
Mapusa (Bardez), Goa
Sr. No. 591/15
Date:- 11/02/15



[Signature]

[Signature]

[Signature]

Party No. 1: Identified by PAN Card No. AKRPH8513L

Party No. 2: Identified by PAN Card No. AMSPH7864A

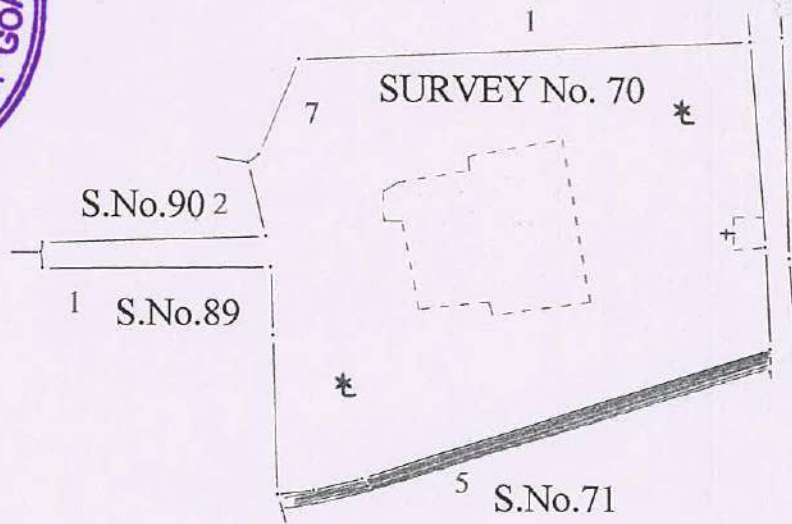
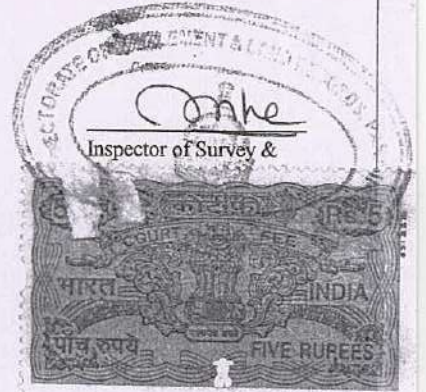


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 PANAJI - GOA



Plan Showing plots situated at
 Village : OXEL
 Taluka : BARDEZ
 Survey No./Subdivision No. : 70/ 7
 Scale : 1 :1000

Inward No: 5393



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Dbandekar
 D'man Gr II

Generated By : Disha Bandekar
 On : 17-12-2014

Dortanaskar
 18/12/14
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 Gr-I

Compared By:





गोवा GOA

SABAL A. DHARGALKAR
No. AC-STP-VEN/MAPUSA/775

ATMARAM INVESTMENT CENTRE
Rijim Plaza 2nd Floor,
Office No. D-217, Nr. Fish Market
Morod, Mapusa, Goa.

Sr. No. 10823 Place of Vendor, Mapusa
Date of Issue 11 8 14 Value of Stamp
Paper Rs. 1000 (Rupees one thousand
only)
Name of the Purchaser Ramesh Karmalkar
Residing at Siolim Son of

276239

B
Signature of the
Stamp Vendor

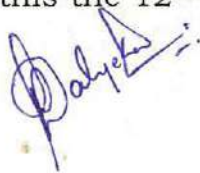

Signature of the Purchaser



DEED OF JOINT VENTURE AGREEMENT

THIS DEED OF AGREEMENT for construction of a residential building and for sale is made on this the 12th day of August 2014 at Mapusa Goa.


Ramesh Karmalkar



(1) **MR. NAMDEV SONU HARMALKAR**, s/o Sonu Harmalkar, age 74 years, married, widower, retired, Indian National, represented by his attorney i.e. party no. 2 Mr. Rajesh Vithal Harmalkar vide Power of Attorney Dated 7th August 2014, registered before Notary Adv.Gajanan Korgaonkar under Serial NO. 1300/2014, (2) **MR. RAJESH VITHAL HARMALKAR**, s/o late Vithal Harmalkar, age 38 years, married, service, Indian National, And (3) **MRS. SAVITA RAJESH HARMALKAR**, w/o Rajesh Harmalkar, age 34 years, married, service, all r/o H. No. 298/5, Arradi, Oxel Siolim Bardez, hereinafter called the "OWNERS/FIRST PARTY" OWNERS/FIRST PARTY which expression where the context so admits shall include his successors, legal representatives and assigns of the ONE PART.

AND

Mr. Pundalik Deelip Palyekar, son of Deelip Palyekar, age 30 years of age, unmarried, business, resident of H. N.257/3B, Danda Siolim, Bardez -Goa. hereinafter called the "DEVELOPER/SECOND PARTY" (which expression where the context so admits shall include successors-in-interest assignee, administrator, executors, representatives of the OTHER PART.

AND WHEREAS

1. There exists a property known as "BHAMAN VADDO", bearing survey no.70 sub division no.7, admeasuring an area of 3375 square meters, situated in the village Oxel, Siolim, Bardez-Goa, more particularly described in Schedule I hereunder written.

2. The owners is in exclusive possession of the portion of the above said property admeasuring an area of 2675 square meters along with the house bearing house no. 298/5, of village Oxel Siolim Bardez Goa, the expression of which hereinafter shall be

Danda Harmalkar *Palyekar*



referred as "SAID PROPERTY" more particularly described in schedule II hereunder written.


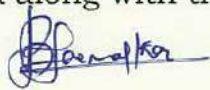
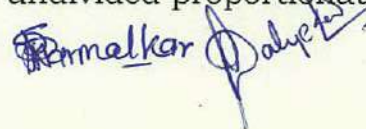
3. The Developer/Second Party has requested the owner to allow him to develop the said property, admeasuring an area of 2675 square into the residential as well as Commercial Complex and the Owners/First Party have agreed to give the said property unto the Developer/Second Party so as to create full value to the Said Property.

4. The Said Property is proposed to be developed by the Owners/First Party as shown in the plan hereto annexed in the red color boundary line and marked 'B'

5. The OWNERS/FIRST PARTY desires to construct a modern residential apartment building in the said property and engage DEVELOPER/SECOND PARTY the Developer/Second Party for such construction and under the circumstances, both the parties involve a scheme under which the OWNERS/FIRST PARTY have proposed to Provide the said property fully described in the schedule-II and the Developer/Second Party has agreed to mobilize fund from its own resources and or taking advance from the prospective purchasers and provide materials, equipments, manpower and other necessary accessories for construction of a building as per plan to be approved by concerned authorities and other facilities.

6. The OWNERS/FIRST PARTY, in consideration of the land as described in the schedule II below, shall get 40% of the super built up area along with the undivided proportionate land.

7. The Developer/Second Party shall get remaining 60% of the super built up area along with the undivided proportionate land.

8. The OWNERS/FIRST PARTY have requested the Developer/Second Party to pay a sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) as security deposit and the same shall be refunded on the 1st sale of OWNERS/FIRST PARTY super built up area.

9. a) That out of total security deposit of Rs. 35,000,00/- the Developer/Second Party pays unto the OWNERS/FIRST PARTY an amount of Rs. 14,50,000/- (Rupees Fourteen Lakhs Fifty Thousand only) in the manner described in schedule III at the time of signing of this Agreement, the OWNERS/FIRST PARTY hereby acknowledges the receipt of the same.

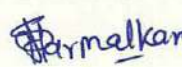
9. b) That the remaining balance of Rs.20,50,000/- (Rupees Twenty Lakhs Fifty Thousand only) shall be paid to the OWNERS/FIRST PARTY by the Developer/Second Party within 18 months of signing of this Agreement.

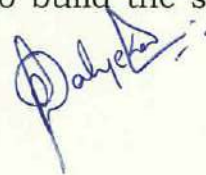
9. c) The Developer/Second Party shall construct 642 square meters built up area which shall be delivered to the OWNERS/FIRST PARTY free of cost.

9. d) out of 642 square meters built up area, the Developer/Second Party shall construct bungalow of 200 square meter built up area which consist of ground and First Floor, consisting of 3 bed rooms on first floor, 1 hall, 1 kitchen and 1 bed room on ground floor and balance built up area shall be in form of flats i.e. six flats equally distributed on the first floor and second floor.

9.e) The cost of the construction per sq.mt to build the said flats and bungalow shall be of the same value.









NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE to undertake the venture upon the following terms and conditions;

01. **THE SCHEME:**

That the OWNERS/FIRST PARTY shall allow the Developer/Second Party to construct the residential apartment Building on the said property described in schedule II under the scheme whereby the Developer/Second Party OWNERS/FIRST PARTY shall provide the said property mentioned in schedule-II and the Developer/Second Party shall construct Building thereon at his own cost and responsibility as per plan approved, in favour of OWNERS/FIRST PARTY to be approved by concerned authorities and design to be prepared by the Developer/Second Party.



02. **STRUCTURAL DESIGN AND DRAWING:**

A. The Developer/Second Party shall, prepare the complete structural drawing and design of the proposed building and submit to all the concerned authorities.

B. The Developer/Second Party shall be responsible for soundness of architectural, structural, electrical, plumbing and sanitary drawing and design & also the implementation of the same. The Developer/Second Party shall bear the necessary cost for the said assignments.

03. **TITLE DEED VERIFICATION**

Bamatta *Farmarkar* *Palyekar*

That the OWNERS/FIRST PARTY shall produce the original Title Deed and other related documents of the schedule property to the Developer/Second Party at the time of signing this document for their verification and at any time thereafter during the tenure of this agreement as may be requested by the Developer/Second Party. The OWNERS/FIRST PARTY also pledges not to sign any Agreement with any other person or body whatsoever in relation to the said property during the tenure of this Agreement without the written consent of the Developer/Second Party.

4. SITE DELIVERY:

1.1 That the OWNERS/FIRST PARTY will hand over the vacant possession of the schedule property within a week after the signing of the agreement. The Developer/Second Party shall not have the right to transfer, assign works under the agreement and shall be personally responsible to perform and discharge his obligations mentioned in this agreement.

1.2 The OWNERS/FIRST PARTY thereby undertakes that the said property is not mortgaged and/or; hypothecated to any bank financial authority and said property is free from all encumbrances at time of signing of this Agreement.

5. SHARE:

That share ratio of the 1st and 2nd parties shall be 40:60

6. (a) The penalty for delay in construction due to OWNERS/FIRST PARTY shall be paid up on his behalf by Developer/Second Party as mutually agreed.

Bamapa *Hamalkar* *Palyekar*



7. **CONSTRUCTION PERIOD AND DELAY:**

a) Total duration of the project will be 30 (thirty) months from the date of plan approve by concerned authorities. Construction Period will be increased by 4 (four) months if there be any political crisis, natural disaster etc. If Developer/Second Party fails to complete the contract work within the stipulated 30 (thirty) + 4 (four) months the Developer/Second Party shall have to compensate at the rates as mentioned below:-

b) The Developer/Second Party shall pay to the OWNERS/FIRST PARTY as house rent at the rate of Rs. 1,000/- (one thousand only) per month.

8. **COMPLETIONS AND HANDING OVER:**

That after completion of construction of the building the Developer/Second Party shall invite the OWNERS/FIRST PARTY or their authorized person in writing/orally for a joint inspection on mutually convenient date (s). Then during joint inspection if there is any defect of the construction work, the Developer/Second Party shall rectify, restore and repair such defective work at his cost. Thereafter if everything is found all right & the apartments are complete in all respect in habitable condition, the OWNERS/FIRST PARTY or their authorized representative will take over the possession of their area. It is worth mentioning that during the construction work the OWNERS/FIRST PARTY or their authorized representative shall visit the construction site to see the progress of construction work time to time. If any deviation/defect is observed from the approved



Sankar *Barde* *Barde*

design/drawing by the OWNERS/FIRST PARTY, Developer/Second Party shall have to rectify the deviation/defects, immediately.

9. POWER OF ATTORNEY:

That the OWNERS/FIRST PARTY shall execute and register a general power of attorney for the said property described in schedule II in favor of the Developer/second party at the time of signing this Agreement with the full power to do the needful to construct the proposed building and to sell the Developer/Second Party's area along with the proportionate share of the said property to the intending buyer(s). The OWNERS/FIRST PARTY shall not cancel Power of Attorney so long the Agreement is in force.

12. COST OF TRANSFER OF DEVELOPER/SECOND PARTY APARTMENTS:

That the cost of stamp, transfer fee, gain tax registration fee and other miscellaneous expenses for transfer of 60% built-up area of the Developer/second party of the said property with share of land to the buyers shall be borne by the Developer/Second Party or its buyers or transferees and the OWNERS/FIRST PARTY shall not be responsible for any cost thereof.

13. AGREEMENT WITH INVESTOR/ALLOTTEES:

The DEVELOPER/SECOND PARTY, by the power of attorney will have the right to negotiate, sell, resell, lease out, let out and enter into agreement for the purpose of transferring and disposing of his said 60% share of the apartments with undivided and un-demarçated

Blamatta Flarmalkar *Palvel*



proportionate piece of land in the project on the basis of approved plan at a price to be determined by the Developer/Second Party and to receive money from prospective buyer and to acknowledge and give receipt provided the same doesn't affect the rights and interests of the OWNERS/FIRST PARTY, or either into any conflict thereof.

15. BANK LOAN:

That after selling the apartments of the Developer/Second Party if any allottee be permitted by the Developer/Second Party to obtain loan from any financial Institute or Bank the Allottee needs for such purposes execution of any written instrument in consonance with the terms of his agreement with the Developer/Second Party, the Developer/Second Party shall have the liberty to do the same as per requirement and expediency without mortgaging the said property.



16. DEVELOPER/SECOND PARTY'S RIGHTS:

16.1 That in order to implement the project effectually and completely and facilitate the transfer of Developer/Second Party's apartments, along with proportionate shares in the said property the Developer/Second Party shall on and from the date of execution and signing of this agreement, be at liberty to do, execute and perform at its free will all that acts, deeds and things as may be found reasonable and expedient,

16.2. To prepare and publish prospectus, profiles, forms, leaflets and brochures of or about the project and advertise

Benappa Farmalkar Dabekar

forward sale of the transferable Land shares and allotment of apartments as shall belong to and be disposable by the Developer/Second Party.

16.3. To receive advances against and/or payments in full of the value payable by the Investors as price of the land shares and costs and charges for the complete construction of the apartments and car parks allotted to them from Developer/Second Party's 60% shares.

16.4 To cancel an Allotment and rescind any agreement with any Allottee in case of his default in payment of the value or installment within the time specified for their and his insolvency or unbecoming conduct and detection of any fraud being practiced by him and to re-allot the same properties Developer/Second Party's 60% share to some other Investor with reference to the OWNERS/FIRST PARTY.



17. THIRD PARTRY LIBILTY:

That the Developer/Second Party shall be liable to indemnify any workmen or outsider in the event of the possible loss or damage to any property, personal injury and death or otherwise, any claim arising from the construction of the Building by the Developer/Second Party. The OWNERS/FIRST PARTY shall not be responsible or liable for any such loss or claim whatsoever. Similarly, the responsibility for any sort of theft, loss or damage of the works during construction shall vest in the Developer/Second Party and in no way is binding on the OWNERS/FIRST PARTY or on the Said property.

18. CO-OWNERS NOT TO PARTIION THE LAND:

[Handwritten signatures]
B. S. ... Harmalkar ... Palvekar

That apartments to be sold by the Developer/Second Party's to different purchasers of apartment shall undertake to the effect that the individual owner of apartments and proportionate land will enjoy the land in common with all the co-owners, shall not claim partition of the land and that all of them shall abide by the terms and conditions embodied in the agreement between the OWNERS/FIRST PARTY and Developer/Second Party.

19. UTILITY SERVICE CHARGE:

That the service lines for electricity, water and all other service lines for T.V. etc. shall be extended to all apartments falling in the share of the OWNERS/FIRST PARTY at the cost of Developer/Second Party so as to avail of those facilities readily by the OWNERS/FIRST PARTY .

22. Apartment Owner's Status:

That the Ownership, rights, title and possession of the Owner, possessor or occupier of every apartment along with share of said property shall always be subject to pay Government revenue, Municipal taxes and every other legal dues as may be payable from time to time.

23. SIGN BOARD & NAME:

That on signing of the agreement the Developer/Second party shall be entitled to hang up its sign board on the said property, name of the project has commonly been selected as "BHOOMI DEVELOPER/SECOND PARTYS".

24. INCLUSION/ADDITION OF TERMS AND CONDITION OF

[Handwritten signatures in blue ink: "Bharmalkar", "Bharmalkar", and "Dalye"]



AGREEMENT:


That any points omitted in this agreement may be included or added subsequently in this agreement only if agreed upon by mutual consent of both the OWNERS/FIRST PARTY and the Developer/Second Party and it shall be treated as part of this agreement.

25. OWNERS/FIRST PARTY'S GUARATEE TO THE TITLE OF THE LAND:

That the OWNERS/FIRST PARTY guarantees that thier title in the said property is correct and perfect as described in the schedule and if any errors, misstatements or omission shall be detected, this agreement shall not be annulled and the OWNERS/FIRST PARTY will do whatsoever shall be found necessary to correct the error and other defects to convey the said property to Developer/Second party or its allottees.

26. FORCE MAJEURE:

That if for reason of force majeure i.e. Acts of God, like natural calamity earthquake, flood, or civil unrest, famine, war, military operations of any nature blockade or damage, injury or loss due to fire, accident, mob violence attack from the air of any other major disturbances or for reasons that are beyond control of the Developer/second party any difficulty arises, the parties shall mutually make such arrangement as may be just in the circumstance of the case.



  

27. Dispute and Arbitration:

That in case of any dispute between the OWNERS/FIRST PARTY and the DEVELOPER/SECOND PARTY regarding this agreement, it is agreed that the dispute will be resolved amicably between the two parties and supplementary agreements may be subsequently made to mitigate the matter.

And that if the two parties cannot resolve the dispute, the same shall be referred to arbitrators appointed in a manner hereinafter provided.

The party raising the dispute shall serve a notice upon the other party advising that a dispute or difference has arisen and nominate in that notice its own arbitrator. The party receiving the notice shall, within 30 (Thirty days after receiving such notice, nominate its arbitrator by advising the party raising the dispute and name of the arbitrator appointed by the other party, The arbitrators so appointed shall appoint an umpire if necessary, in terms of rules and meaning of Arbitration Act (Act x of 2001). The award of the arbitrators or umpire as the case may be, shall be final, conclusive and binding upon the parties thereto, Arbitration proceeding shall be conducted in accordance with the rules and meaning of Arbitration Act (Act x of 2001) and its statutory modification shall or re-enactment thereof in force from time to time. The venue of arbitration shall be decided by the arbitrators having regard to costs and convenience of the parties.


Bharatkar *Bharatkar* *Bharatkar*

SCHEDULE-I

Description of the entire property

All that property known as "**BHAMAN VADDO**", bearing survey no.70 sub division no.7, admeasuring an area of 3375 square meters, situated in the village Oxel, Siolim, Bardez-Goa. The same is not described in the Land registration office nor enrolled in the Taluka Revenue office of Bardez and same is bounded as under

NORTH : by property bearing survey no. 70/1.

SOUTH : by property bearing survey no. 70/5.

EAST : by road.

WEST : by property bearing survey no. 70/2.

SCHEDULE-II

Description of the Said Property

all that portion of the property known as "**BHAMAN VADDO**", bearing survey no.70 sub division no.7, admeasuring an area of 2673 square meters, situated in the village Oxel, Siolim, Bardez-Goa more particularly described in schedule I and bounded as under:

NORTH : by property bearing survey no. 70/7 (Plot A).

SOUTH : by property bearing survey no. 70/5.

[Handwritten signatures]
Bhamankar Parmalkar Daryek

EAST : by road.

WEST : by property bearing survey no. 70/2.

The Said Property is proposed to be developed by the Owners/First Party as shown in the plan hereto annexed in the red color boundary line and marked 'A'

SCHEDULE III

(Payment Details)

- (a) A sum of Rs. 2,00,000/- (Rupees two lakhs only) by cash.
- (b) A sum of Rs. 6,00,000/- (Rupees six lakhs only) is paid by cheque bearing Cheque No. 144381 dated 20/02/2014 drawn on Corporation Bank, Anjuna Branch.
- (c) A sum of Rs. 6,00,000/- (Rupees six lakhs only) is paid by cheque bearing Cheque No. 144382 dated 20/03/2014 drawn on Corporation Bank, Anjuna Branch.
- (d) A sum of Rs. 50,000/- (Rupees fifty thousand only) is paid by cheque bearing Cheque No. 144389 dated 08/05/2014 drawn on Corporation Bank, Anjuna Branch.



IN THE WITNESS WHERE OF the parties thereto, having read and understood the impart and significance of this deed in letter and spirit, to thereby set his respective hands hereunder in execution of his deed on the 12th day of August 2014 of the Christian era.

[Handwritten signatures]
Dhanrajkar Parmalkar Dalvekar

Signature of the OWNERS/FIRST PARTY (First Party)



Rajesh

Rajesh



**MR. RAJESH VITHAL HARMALKAR
For self and as attorney holder for Party
No. 1 MR. NAMDEV SONU HARMALKAR**



Harmalkar

Harmalkar



MRS. SAVITA RAJESH HARMALKAR



Signature of the Developer/Second Party



Palyekar

Palyekar



Mr. Pundalik Deelip Palyekar

Rajesh Harmalkar Palyekar