THUE GUPY त INDIA **FIVE HUNDRED** RUPEES-**Rs. 500** पाँच सौ रुपये INDIA NON JUDICIAL 544413 गोवा GOA Sr. No. 21246 Place of vand MAPUSA. Date 12/12/19 m Value of stamp paper Name of Purchaser Samou R. As there is no one single stamp paper for the papers for the completion of the value is attechen eiongwith. Purpose .... Transacting Parties Signature of vendor L. No. 22 (R.K.P. Dessai) Signature of Purchaser dia 66/95 JOINT DEVELOPMENT AGREEMENT THIS JOINT DEVELOPMENT AGREEMENT is made at Mapusa - Goa on this 18th day of December, 2019 AKPHADTE State of Goa Page India Outon · Goe Regd. No. 66/95 Date 202: OF



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## BETWEEN

M/S. SHERATON INFRA, a Partnership Firm having its office at Shop no.272/2160, Ground floor, Motilal Nagar no.1, near Vibgyor School, Link Road, Goregaon (West), Mumbai-400104 and holding PAN Card No.

herein represented by its Partners, (1) SMT. KARISHMA S. TEKCHANDANI, aged 42 years, in Business, married, wife of Shri. Suresh Tekchandani, holding PAN Card , Email Aadhar Card no.' no. skautoplaza@gmail.com, Mobile no.8898035011, Id having office at Flat no. 1002, Pali Palms, 16th Road, Bandra West, Mumbai-400050, represented through her Attorney SHRI. SURESH JAIRAM TEKCHCHANDANI, son of Jairamdas T. Tekchchandani, 49 years, married, , Pan service, holding Aadhaar Card No. , having office at Flat no. 1002, Pali Card No.

Palms, 16th Road, Bandra West, Mumbai-400050,

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(2) SHRI DEVESH HASEJA, aged 24 years, in Business, unmarried, son of Shri Rajkumar Haseja, holding PAN Card Email Id Aadhar Card no. no sheratonhomes@gmail.com, mobile no. 9769444347, residing at 2401, Sejal Tower, Sejal Park, Link Road, Goregaon (West), Mumbai-400101, through his Attorney Mr. Shri Rajkumar Haseja,, son of Shri. Ochiram Haseja, Aadhaar Card residing at 2401, Pan Card No. No. Sejal Tower, Sejal Park, Link Road, Goregaon (West), Mumbai-400101, and (3) SHRI. LAXMAN P. TEKCHANDANI, son of Shri. Pokardas Tekchandani, aged 51 years, Aadhaar Card No.



, Pan Card No. residing at 502,A wing kukreja Palace ,Vallab Baug Lane Ext Near Police Hockey Ground Ghatkopar east Mumbai Pant Nagar Mumbai ,Mumbai Maharashtra 400075. hereinafter referred to as the **"OWNER"** which expression shall unless repugnant to the context and meaning thereof be deemed to include its legal representatives,

executors administrators and/or assigns). - Rso - J. P.K



administrators and assigns).

RIO LUXURY HOMES PRIVATE LIMITED, with its registered Office at Redrock Elegance, near Petrol Pump; Marna, Siolim, Bardez, Goa, holding PAN Card no. , represented through its Managing Director, MR. RIYAZ RAMZANALI SOMANI, son of Mr. Ramzanali Somani, 35 years of age, Indian National, married, business, having PAN Card No.

AND

Aadhar card No. , Email ID riyazsomani@riogroup.co.in, Phone no. 8888922333 resident of 301, Next Avenue, 29<sup>th</sup> Road, Bandra West, Mumbai, 400050 hereinafter referred to as the '**DEVELOPER'** (which expression shall mean and include its legal representatives, successors,

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WHEREAS there exists a part and parcel of land admeasuring 1351m2 comprising of sy.no.41/2 admeasuring 575m2, Sy.no.41/7-A admeasuring 776m2 along with a dwelling House bearing H.No.275 (20A/3) standing in Sy.no.41/2 identified as TAMBUDQUI' situated at Souza Wado, within the limits of Village Panchayat of Candolim, Taluka and Registration Sub-District Bardez, District North Goa, in the State of Goa, which property is described in detail in the SCHEDULE-I hereunder hereinafter.



**AND WHEREAS** there also exists a part and parcel of land admeasuring 75m2 bearing Sy.No.41/15, within the limits of Village Panchayat of Candolim, Taluka and Registration Sub-District Bardez, District North Goa, in the State of Goa, which property is described in detail in the **SCHEDULE-II** hereunder.

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SCHEDULE-I BOTH THE PROPERTIES AT SCHEDULE-II WILL BE HEREINAFTER REFERRED TO THE SAID PROPERTIES.

## SCHEDULE-I PROPERTY

WHEREAS on 13/4/1929 One Fifth Share of the property described under no.29438; interalia; stands inscribed in favour of Resurriecao Rosario Fernandes under no.22262 at folio 192 (R) of book G-28 in the Office of Land Registrar Bardez.

WHEREAS by a Deed dated 4/1/1975 Bento Francis D'Souza purchased the said Plot admeasuring 776m2 bearing Cadastral sy.no.1130 described under no.29438 now bearing Sy.no.41/7-A and 41/2 from Avilasio Fernandes, son of the said Ressurciao; which Deed is duly registered in the Office of Sub-Registrar

Bardez.

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wHEREAS the Cadastral Survey no.1130 corresponds to 41/2; 41/7-A (part).

WHEREAS the said Bento Francis D'Souza died on 9/9/1980 and his widow Ermelinda died on 10/1/1996 both being survived by their sole heir Dolordso Conceicao Lourence Martins D'Souza; who died on 24/1/1999 being survived by his widow Priscilla Pinto alias Priscilla Pinto D'Souza and his son as his sole heir Denver Savio D'Souza.

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WHEREAS by Order of Homologation dated 20/7/2005 in the Inv. Pro.200/2001 initiated in the Court of Civil Judge Senior Division at Mapusa; the said property listed as item nos.1;2;3 and 4 was allotted to his widow

Priscilla D'Souza.

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AND WHEREAS Smt. Priscilla Pinto alias Priscilla Pinto D'Souza and Shri. Denver Savio D'Souza, has sold the said property to the OWNER herein vide Deed of Sale dated 5/12/2016 duly executed before the Subregistrar of Mapusa, Bardez, Goa, in Book 1, Document Registration no. BRZ-BK1-05045-2016 & BRZ-BK -05049-2016 dated 12/12/2016.



## SCHEDULE-II PROPERTY

WHEREAS the said Bento Francis D'Souza died on 9/9/1980 and his widow Ermelinda died on 10-1-1996 both being survived by their sole heir Doloroso Conceicao Lourence Martins D'Souza; who died on 24/1/1999 being survived by his widow Priscilla D'Souza and his son as his sole heir Denver Savio Bento

D'Souza.



WHEREAS by Order of Homologation dated 20-7-2005 in the Inv. Pro.200/2001 initiated in the Court of Civil Judge Senior Division at Mapusa; on the death of Dolorosa Conceicao Matine D'Souza and others the SAID PLOT listed as item nos.1;2;3 and 4 was allotted to his widow Priscilla D'Souza.

WHEREAS by a Deed of Sale dated 03-10-1985 Smt. Dolorosa Conceicao Matine D'Souza sold an area of 325m2 out of the whole property to Rosalina Severina Ferrao; which Deed is registered under no.895 of book I Vol.245 in the Office of Sub-Registrar Ilhas.

WHEREAS the Smt. Priscilla Pinto alias Priscilla Pinto D'Souza and Shri. Denver Savio D'Souza alongwith the balance area of the said 75m2 out of the said whole  $R_{30} - \frac{1}{2} \frac{1}{2}$ 



property has sold the said property to the OWNER herein vide Deed of Sale dated 5<sup>th</sup> December,2016 duly executed before the Sub-registrar of Mapusa, Bardez, Goa, in Book 1, Document Registration no. BRZ-BK-05049-2016 dated 12/12/2016.

AND WHEREAS, the OWNER desires to develop-the "SAID PROPERTIES" at SCHEDULE-I AND SCHEDULE-II, and the DEVELOPER has offered to develop the "SAID PROPERTIES" at SCHEDULE-I AND SCHEDULE-II, and the Parties therefore propose to enter into a Joint Development Agreement for development of the "SAID PROPERTIES".



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AND WHEREAS The DEVELOPER has verified the title of the OWNER to the SAID PROPERTIES and is satisfied that the OWNER has the right, title and interest to the SAID PROPERTIES as well as the right to enter into the present Deed.

# NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS UNDER:-

the "SAID DEVELOPER shall develop The PROPERTIES", by setting up thereon a "BUILDING PROJECT" comprising, Apartment Blocks, Common Amenities, etc. under the name Rso JPG & ma



and style "RIO ROYALE".

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- All expenses towards development of the project in all respects shall be borne by the DEVELOPER.
- 3. The Joint Development Agreement to be entered into, shall retain its character as a Development Agreement, in form and substance for all legal purposes and intent. The present Deed does not in any manner transfer or otherwise any ownership of the "SAID PROPERTIES" in favour of the DEVELOPER.

The DEVELOPER shall not be entitled to assign privileges for development in favour of any person or entity, the Joint Development Agreement proposed being entirely personal to the DEVELOPER.

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The DEVELOPER shall assume responsibility and be responsible for obtaining all permissions, licenses, approvals, NOC's, certificates, etc., for carrying out development in or upon the "SAID Such permissions, ficenses, PROPERTIES". approvals, etc., shall have to be obtained in the name of the OWNER and DEVELOPER. However, the DEVELOPER shall bear all expenses in relation to obtaining the same. However, the expenses for obtaining Sanad and payment of conversion fees shall be borne by the OWNER and DEVELOPER in equal parts. The DEVELOPER shall be liable to incur all the expenditure/expenses for carrying out development in the "SAID PROPERTIES". Re-



Page | 13

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6. The OWNER shall render all assistance and cooperation to the DEVELOPER in the matter of effecting development in or upon the "SAID PROPERTIES", which includes, inter alia obtaining of the permissions, approvals, etc.

7. The DEVELOPER shall have the permission to engage the services of Architects and other Professionals for the purpose of carrying out development in or upon the "SAID PROPERTIES". All costs relating to such matters, as also entire development shall be borne by the DEVELOPER.

The DEVELOPER shall be liable to pay all the taxes that may accrue on construction cost in the SAID PROPERTIES including that of GST until the grant of Occupancy certificate by the Village Panchayat



8.



following:-

of Candblink. The DEVELOPER and the OWNER shall be liable to pay GST and Income Tax that may accrue to them in their individual capacity on their 50% of share during the development of the SAID PROPERTIES.

9. The Joint Development Agreement shall contain time frame for completion of the development, as the parties propose to make time the essence of the Joint Development Agreement. The time frame shall broadly correspond to the

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- (a) The DEVELOPER shall apply for all requisite permissions for development within a period of three month from the date of execution of the Joint Development Agreement.
- (b) The Developer shall provide the following Amenities in the building complex proposed to be constructed:-
  - (i) Swimming Pool,
  - (ii) Kone elevator in each wing/building,
  - (iii) Intercom System for each flat,
  - (iv) It shall be a Gated Complex with 24 Hour Security,

- (v) Gym, and
- (vi) Spa. R30 - L.P.T



The Developer shall install/fit the following in each

flat:-

 (i) Vitrified flooring of Nitco Company or equivalent,

(ii) Aluminium sliding Windows,

(iii) Jaguar fittings in bathrooms and kitchens.

(iv) Asian Royal emulsion paint on interior walls.

(v) POP punning on all interior walls.

(vi) Shower cubicles in bathrooms.

(vii) Asian Weather proof paint on exterior walls.

(viii) Kitchen platform Granite with tiles upto dado.

(ix) Switches of le grand or Roma company.



The DEVELOPER shall endeavour to provide good quality of work including use of superior quality of material for construction and internals of each flat.

(e)

The DEVELOPER is developing another property being survey nos. 41/1 of Candolim, admeasuring an area of 3085 sq. mtrs. The said property share common boundaries with the property under the present deed. This property under survey nos. 41/1 is owned by Sheraton Townships LLP, a partnership company with whom the DEVELOPER is also having a joint venture agreement for development. In the said roperties the DEVELOPER has provided amenities such as swimming pool, spa and gym for the residents/ occupiers/ owners/ occupants. The residents/ occupiers/ owners/ occupants of these properties will be entitle to enjoy the amenities more particularly the swimming pool, spa and gym constructed/situated in properties under the present deed.

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(f)

The DEVELOPER after obtaining all the requisite permission from various government authorities and other local authorities shall endeavour to complete all the development works within a period of 30 months from the date of grant of construction license by the Village Panchayat of Candolim. Completion of development works in all respects within 30 months would only mean obtaining Completion Certificate from the North Goa Planning and Development Authority and applying for Occupancy Certificate from the Village Panchayat of Candolim.

(g) The DEVELOPER shall within a period of 18 months from the date of grant of construction license by the Village Panchayat of Candolim complete the super structure of each and every building  $R_{10} - \frac{1}{2} \frac{1}{2} \frac{1}{2}$ 

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(h)

The DEVELOPER is entitled for a grace period of 6 months after the expiry of the period of 30 months which grace period or extension would be obtained by the DEVELOPER upon mutually agreed between the OWNER and the DEVELOPER. Such grace period or extension shall be subject to the DEVELOPER paying compensation in an amount of Rs. 10,00,000/- per month from the 37<sup>th</sup> month. The said compensation shall be paid on the first date of each month.

(i)

(j)



The developer shall be liable towards all claims that may arise on account of delay in completing the project including under RERA Act, 2016. The developer shall indemnify the owner against all such claims and shall reimburse all such amount that be paid by the owner as against such claims including The DEVELOPER is entitled for a for 2018. Super Built up area towards his total cost of construction and share Upon obtaining registration with RERA Goa under RERA Act, 2016, the DEVELOPER as well as the OWNER would be entitled

market or sell their share of allotment/ retention to any third party. Further, the consideration received by the DEVELOPER would be solely retained by him as part of his construction cost. This 50% developed Super Built up area which is allotted to the DEVELOPER is defined herein under in SCHEDULE-III below. The 50% of the developed Super Built up area retained by the OWNER is also defined in SCHEDULE-III.

- Time is the essence of this contract and the same has to be strictly complied with by either parties.
  - 1. The SAID PROPERTIES comes within the jurisdiction of Village Panchayat of Candolim, which is declared as a Planning Area under the Goa Town and Country Planning Act, 1974. In view of this categorization the Real Estate (Regulation and Development) Act, 2016, is applicable to the development on the SAID PROPERTY.
  - 12. The DEVELOPER shall get the project registered under the RERA Act, 2016, prior to marketing the project. The DEVELOPER shall endeavour to complete the project within the period as stated in the RERA application. The RSv Pri



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DEVELOPER shall be liable for timely completion of the project. The DEVELOPER shall maintain quality of the work. The DEVELOPER shall not delay in completing the project and shall handover the flat/s to allottee's as promised under Agreement/s. The OWNER shall not be liable for any liability that may incur on account breach of any provisions of RERA Act, 2016. The liability for any breach under the RERA Act, 2016, shall be that of the DEVELOPER and the DEVELOPER indemnifies the OWNER against any such liability.

13. The DEVELOPER shall at the time registration upder RERA Act, 2016, shall registered himself as the promoter of the project alongwith the OWNER. The DEVELOPER and the OWNER shall, as required by RERA Act, 2016, shall open two separate bank accounts for their allotted units/ apartments/ flat etc. At the point of sale of allotted units/ apartments/ flat etc. by the DEVELOPER and/or the OWNER, the moneys so received as against such allotted units/ apartments/ flat etc. shall be deposited in their respective Bank Accounts. Therefore, when the DEVELOPER sells and/or agrees to sell his allotted units/ apartments/ flat etc. the moneys so received shall be credited to his account and on the other hand when the

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OWNER sells and/or agrees to sell his allotted units/ apartments/ flat etc. the moneys so received shall be credited to his account. The Bank Account maintained by the DEVELOPER shall be inconsonance with RERA Act, 2016, and any withdrawal from the same shall be in compliance with RERA Act, 2016.

14. Upon obtaining all the requisite permissions it shall be the DEVELOPERS duty to get the said project registered with Goa Real Estate Regulatory Authority and only upon such registration the DEVELOPER as well as the OWNER would be entitled to market their respective shares of super built up area. At all times the parties shall strictly abide by the Real Estate (Regulation and Development) Act, 2016.



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> Real Estate (Regulation and Development) Act, 2016. The parties agree to comply and adhere to the Rules and Regulations as required under the Real Estate (Regulation and Development) Act, 2016, and shall not commit any act in contravention of the said Act.

The DEVELOPER shall not cause any deviation or modification to the development undertaken under the approved plan by the NGPDA. If at all, such deviations are required to be made then the DEVELOPER shall approach the OWNER first and take his written consent for carrying out such deviation or modifications.

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17. By virtue of the present Deed the OWNER has not transferred any part of the SAID PROPERTY in favour of the DEVELOPER. The OWNER shall at all times remain to be the owner in possession of the SAID PROPERTY along with the development carried in the SAID PROPERTY.

18. The OWNER states and declares as under:

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That there is no dispute, litigation pending in or before any Court of Law, Tribunal, Revenue authority and/or quasi-judicial body or authority in respect of the SAID PROPERTIES or may parts thereof, nor is there any prohibitory, attachment or other order or any directive issued by any Court, Tribunal, Revenue authority and/or quasi-judicial body or authority, prohibiting the OWNER from alienating, transferring, disposing of and/or otherwise dealing with the SAID PROPERTY and/or rights, benefit or interests therein, and/or entering into these presents, and/or which may affect or prevent the development or redevelopment of the SAID PROPERTIES, as contemplated herein. Roo - J.Pr. Ka

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The OWNER has not entered into any other arrangement, transaction and/or agreement (oral or written) for development, redevelopment, assignment, transfer and/or of the SAID PROPERTIES or any part thereof, and has not done or committed or omitted to do any act, deed, matter or thing save to the extent mentioned herein, whereby or reason whereof the SAID PROPERTIES whereby the DEVELOPER may be prevented or affected in any manner whatsoever.

(c) The OWNER hereby declares that the title of the SAID PROPERTIES is clear, marketable and free from all encumbrances and reasonable doubts, and the same was and remains in exclusive occupation and possession of the said OWNER, who have good title, full power and absolute authority to deal with the SAID PROPERTIES, which the OWNER agrees, admits, consents and confirms that neither they or anyone on their behalf had, done committed or omitted to do any act, matter or thing whereby or by means whereof the title of the SAID PROPERTIES (in all the attributes as above stated or any part thereof is or can in any manner be adversely affected or prejudiced.

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That the SAID PROPERTIES or any part/s thereof is/are not affected by any mortgage, encumbrances, charge, claim, lien, reservation, requisition, litigation, order or prohibition or attachment, claim for possession, easements or right of way adversely affecting the SAID PROPERTIES or any part/s thereof and there is no pending claim or demand of any revenue or other authorities, and there if no impediment whatsoever in contract or in law for development and/or sale of the SAID PROPERTIES (in its attributed as above stated) to the Developed with the clear and marketable, free from encumbrances and reasonable doubts.



The OWNER declares that as on date of execution of the present deed there is/are no outstanding/s to any Revenue or Tax department/s which could directly or remotely constitute a charge/lien on the said plot or otherwise adversely prejudice or affect the transaction herein.

(f)

All the rents, rates, taxes, cesses, assessments and other charges and outgoings payable in respect of the SAID PROPERTIES have been paid and discharged upto date, and there is no demand notice received by or pending against the OWNER as the case may be to any Government, Semi-Government, local or public body or authority in respect thereof.

(g)



No proceedings are pending or initiated against the OWNER under the Provisions of the Income Tax Act, the Public Demand Recovery Act and/or any other law in force for the time being, and that no notice has been served upon or received by any of the OWNER under the Income Tax Act, and there is no attachment or orders in that regard, which may adversely affect the development of the SAID PROPERTIES.

19. All disputes or court cases that may arise in respect of the SAID PROPERTIES during the course of construction shall be dealt with and resolved by the OWNER at its own cost. without harming the right and interest of the developer and prospective purchasers.

20. All disputes or Court cases that may arise by or between in respect of the construction i.e. between the DEVELOPER and the Vendors who have supplied men, material and machinery shall be dealt with and resolved by the

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DEVELOPER at his own cost. The OWNER shall not be liable for any act/accident/incident that may occur during the construction. It shall be the duty of the DEVELOPER to take all necessary licenses/permissions/NOC in-respect of men and material to be used and engaged at the construction site and shall indemnify the OWNER including any wrong act, theft, crime, accident, or any other incident arising at the construction site.

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21. It is mutually agreed between the parties that the proposed development would be named as "RIO ROYALE". Any change to the aforesaid would be at the sole discretion of the DEVELOPER.

The parties agree that they shall cooperate with each other at all times and mutually it should be the endeavour of both the parties to complete the construction within the stipulated period of 36 months from the date of grant of construction license by the Village Panchayat of Candolim.

 At all times the relationship between the parties will be that of landlord and developer.

24. Notwithstanding anything contained hereinabove for if for any reason during the construction if there occurs an event Rso - dr Printer PHADTE ate of Goa India apusa 66/95 ad. No. 66/

That includes, but is not limited to earthquake, flood, tempest, lighting, terrorist attack, violence of any army or mob or enemies of the state or by any other irresistible force or any natural calamities or any act of god, the construction is stopped due to extension of time for completion of the project shall be granted by the OWNER and in such an event neither of the parties shall be entitled to claim compensation for each other, but after the event, the DEVELOPER shall have the right to develop the said property.

25.



If any term, provision or condition of this Development Agreement shall, to any extent, be finally adjudicated to be invalid or unenforceable, the remained of the development agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is finally adjudicated to be invalid or unenforceable) shall not be affected thereby and each and every other term, provision or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.

26. No weaver of any provisions of this agreement shall be implied by any failure of either party to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one  $R_{50} - \frac{1}{2} P_{11}$ 



in the manner specifically stated.

- 27. Both the parties upon mutual agreement are entitled to make amendments to the present deed which shall be concomitant to the present Deed.
- 28. Any amendment made to this agreement shall be in pursuance of a Deed of Amendment to Joint Venture Agreement under the signature of both the parties.
- K PHADTE State of Goa India Mapusa - Goa egd. No. 66/95 Exp. Date 01/03/2023

29.

In respect of 50% of the super built up area allotted to the DEVELOPER vide the present Deed the DEVELOPER is entitled to sell the same and retain the entire consideration received by him in its entirety towards cost of construction. The DEVELOPER is not liable to pay any part of the consideration to the OWNER. However, the OWNER shall be under obligation to sign all such deeds so as to effectively transfer the ownership of the flat/s in favour of the Third Party within the stipulated time of 10 days from such Notice.

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Independent of the 50% of the super built up area retained by the OWNER, if the OWNER desires, shall be entitled to sell the same to any third party and consideration in that regard shall be entirely retained by the OWNER. However, the DEVELOPER shall be liable to sign all such deeds to effectively transfer the ownership of the flat/s in favour of the Third Party within the stipulated time of 10 days from such Notice.

31. 32.

During the development of the SAID PROPERTIES i.e. date from which construction license is granted by the Village Panchayat of Candolim, the DEVELOPER shall be liable to pay all taxes/fees/cess that may be payable government authorities, semi government and the Village Panchayat.

Upon obtaining the Occupancy Certificate, the DEVELOPER would be liable to pay all such taxes/fees/cess that may be payable government authorities, semi government and the Village Panchayat to the extent of his 50% of the allotment and the OWNER shall be liable to pay all taxes/fees/cess that may be payable to government authorities, semi government and the Village Panchayat to the extent of his 50% of the allotment.

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33. Upon the execution of this Deed, the DEVELOPER shall be entitled to put up a hoarding on the SAID PROPERTIES displaying the elevation of the proposed building and other particulars at the discretion of the DEVELOPER.

- 34. At all times the OWNER is entitle to visit the SAID PROPERTIES at any point of time for verification, compute progress at site, etc. without seeking permission from the DEVELOPER. The DEVELOPER shall have no right to stop the OWNER from entering upon the SAID PROPERTIES at any point of time.
- 35. It is hereby specifically agreed by the Parties that in the event of any additional F.A.R. and/or F.S.I. being made available to the SAID PROPERTIES prior to start of construction or during the construction stages then the OWNER and the DEVELOPER shall be entitled to enjoy benefit thereof in the ratio of 50:50 (wherein 50% is for DEVELOPER and 50% for the OWNER).



36. The OWNER hereby states and assures the DEVELOPER that no notice under the Land Acquisition Action the Town and Country Planning Act has been issued against, received by or served upon him in respect of the SAID PROPERTIES.

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Page | 30



The OWNER shall at the time of this Deed, deliver to the DEVELOPER or their nominees copies of all documents of title of the OWNER which exclusively relate to the SAID PROPERTIES.

38. All notices required to be served on the parties hereto shall be made in writing and shall be deemed to be served properly when delivered by registered post with A.D. on the respective addresses and or email as mentioned herein below. In the event of change in address of the Parties the Parties shall communicate the same to each other.

OWNER:-

SHERATON INFRA,

SHERATON TOWNSHIP LLP,

Office at Flat no. 1002, Pali Palms, 16<sup>th</sup> Road, Bandra West, Mumbai-400050 Email:- skautoplaza@gmail.com

### DEVELOPER:-

RIO LUXURY HOMES PRIVATE LIMITED,

Office at Redrock Elegance,

near Petrol Pump, Marna, Siolim, Bardez, Goa.

PIN- 403517

Email:- riyazsomani@riogroup.co.in Room fren





39.

All disputes, which may arise between the Parties to this Deed, whether in relation to the interpretation of the clauses and conditions of this Agreement and/or about the performance of these presents or concerning any act or omission of the other Party to the disputes, or to any act which ought to be done by the Parties in disputes, or in relation to any matter whatever concerning this Agreement shall be referred to Arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 2019.

40. The parties to the present Deed state that the parties have entered into the present Deed out of their own free will and

consent.

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### SCHEDULE-I

(Description of the SAID PROPERTY)



All that part and parcel of land admeasuring 1351m2 comprises of Sy.no.41/2 admeasuring 575m2, Sy.no.41/7-A admeasuring 776m2 along with a dwelling House bearing H.No.275 (20A/3) standing in Sy.no.41/2 identified as TAMBUDQUI' situated at Souza Wado, within the limits of Village Panchayat of Candolim, Taluka and Registration Sub-District Bardez, District North Goa, in the State of Goa, which property described under no.29438 of Book B-75 and enrolled in the Taluka Revenue Office under Matriz no.776.

The said Plot as One Unit is bounded as under:-

North:- Sy.no.41/1 of Candolim and Road.

South:- Sy.no.41/15 of Candolim.

East :- Sy.no.28/7,22,23 and 40/1 of Candolim.

West :- Sy.no.41/7,10 and 12 of Candolim.

The survey plan of the above property bearing Survey No. 41/1

is attached hereto.

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Page | 33



SCHEDULE-II

Description of the SAID PROPERTY)

All that part and parcel of land admeasuring 75m2 being a part of Sy.no.41/15 of Candolim situated at Souza Wado, within the limits of Village Panchayat of Candolim, Taluka and Registration Sub-District Bardez, District North Goa in the State of Goa, which property neither described in the office of Land Registrar and nor enrolled in the Taluka Revenue Office under Matriz.

The said Plot as One Unit is bounded as under:-

North:- Remaining Part of the same property

South:- Sy.no.40/\_\_\_ of Candolim

East :- Sy.no.40/1 of Candolim

West :-

Sy.no.41/16 of Candolim 1.96 Rss -

Page | 34

A X PHADTE tate of Goa India Mapusa - Goa 3gd. No. 66/95 Exp. 01/e 01/03/2023 REOF the parties have put their hands on this IN WITNESS day, month and year in presence of two witnesses. SIGNED AND DELIVERED BY THE WITHINNAMED OWNER OF THE FIRST PART M/S. SHERATON INFRA MA KARISHMA SURESH TEKCHANDANI PHADTE THR. HER ATTORNEY te of Goa India MR. SURESH JAIRAM TEKCHANDANI. ISA 숾 Õв 66/95 aħ З Riso Page | 35




Page | 37



## SCHEDULE II

## SHERATON INFRA

	RIO ROYALE	BLOCK C	
	Stilt car Park		
Pirst Floor	C101 (73.73)	C102 (63.97)	C103 (63.97)
Second Floor	C201 (65.41)	C202 (63.97)	C203(63.97)]
Third Floor	C301 (73.73)	C302 (63.97)	C303 (63.97)
Fourth Floor	C401 (65.41)	C402 (63.97)	C403 (63.97)
Fifth Floor	C501 (73.73)	CS02 (63.97)	C503 (63.97)
			1
HU	Total	TOTAL	991.74

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## **RIO LUXURY HOMES PVt LTD**

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DTE 003 *	RIO LUXURY	HOMES Pvt LT	D.
Date 3/5		RIO ROYALE I	BLOCK C
3310 6	Stilt car Park		
ist my	C104 (63.97)	C105 (63.97)	C106 (63.97)
around Sidor	C204 (63.97)	C205 (63.97)	C206(63.97))
hird Floor	C304 (63.97)	C305 (63.97)	C306 (63.97)
ourth Floor	C404 (63.97)	C405 (63.97)	C405 (63.97)
ifth Floor	C504 (63.97)	C505 (63.97)	CS06 (63.97)
	Total	TOTAL	975.39

ł, 4 K PHAD1 state of Gos India Aapusa - Gos Bd. Nor 655 Ezo, D.R. 01/03/2013



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For any further inquires, please contact the Mamlatdar of the concerned Taluka.

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Date : 18/12/2019			नमुना नं 9		Page	1 of 1
Taluka तालुका	BARDEZ				Survey सर्वे नंबर	
/illage	Candolim				Sub Di	v. No.
गांव Name of the Field	Souza Wado				हिस्सा नं Tenure	
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	Nil							

End of Report



alter dark Criginar D. Frig. 41 . 15 . 19 मादर्श । ------Reg पावती के 8163 - दिसाक 15/0 र इति ताथ जी प्रम प्रतिगिताव इन्नऐवजाना अन्द्रमण्ड वरत-412443-2016 रम्तगेनजाया प्रताः कृपमुखत्यारेपज मादर नरणाऱ्यान नाव रारिश्मा मुरेश टेकचंदानी नोंदणी फी π. दम्त हाताळणी की 7 पृष्ठांची संख्या: 18 एङ्ग 7 आपणाम मूळ दम् वयत्रन छिट सूची - अदाजे 11 38 AM ह्या गरेम मिकेन म्ह इ नि जा-वो बाजार पुल्य र 1 सह. रुखन निवधक, बारीव मोबदला त 0/+ 5 अरं उपनगर जिल्ह भरसेने मुद्रा १ जन २ 500/-1) देवजावा उच्चा eChailan रहम, र 100-डीडी/धनादेश प ऑडॉर कमार MH002671666201617E दितांक 15:07 2 ° दे वैकेथे नाव च गमा PHADIE 2) देयवरना प्रकार By Cash रइस र 360 te of Goa \* India nusa Goa i. No. 66/95 ixp. Date 1/03/2023 culles + ) DF GO GELIVERED DTE 308 Goa 16/95 18 123 GO

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## POWER OF ATTORNEY

THESE PRESENT SHALL COME; I MS. KARISHMA SU Indian inhabitant. CHANDANI, aged about 40 years, (PAN NO: Tenement No. 272/2160, Motilal Nagar, Goregaon (West), Mumbai - 400 1 hereby SEND GREETINGS -

Whereas I/We own various movable and immovable properties in various parts of Maha Gujarat, Goa and Daman & Diu and are personally unable to attend day to day affairs reasons of convenience it is necessary for us to appoint an attorney and confer upon powers hereinalter stated

Now Know ye by these Presents that 1 MS. KARISHMA SURESH TEKCHAND. hereby nominate and constitute and appoint my Husband Shri SURESH JAIR TEKCHANDANI and of JAIRAMDAS THADOMAL TEKCHANDANI at present re Flat No. 603, B Wing. Casurina, Evershine Greens, Adarsh Nagar. Andheri (Wes our true and lawful Attorney for u Mumbai 400 053 Pan Card NO: my/our behalf in any of my/our said capacities and in the name and on behalf of any pa firm, association of persons, trustee, beneficiary or businesses in which I/We now o future in any manner become interested to do exercise, execut, and perform all or a

following actualts and things, namely:-

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possession, manage and maintain n:... r immovable prop other immovable properties acquired by me hereaftar

To demand, recover and receive rents, manse profits, heense fees, maintenance electricity charges, corporation taxes and all other same of manages receivable in my properties and to make all just and reasonable allowance therein in respec taxes, repairs and other outgoings and to take all necessary steps whether a Chistless or otherwise to recover any property or sums of money in arrears.

to collect compensation on recurring monthly basis or in advance and th 10982 Deposit from the Prospective Customer (Proposed Licensee), and or to colle ? Breceeds in mit name and on my behalf from the proposed Purchaser and to sig valid receipts for the same.

To pay all taxes, rates, assessments, charges, expenses and other putgoings payable for eres account of my properties or any part thereof and to insure an

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thereon against they or damage of fire and ther risks as be themed necessary desirable and to pay all premia for such insurances.

To sign and give any notice to any occupier of any property balonging to me to quit repair or to abate any nuisence or to remeay any breach of covenant or for an purpose whatsoever.

To take down, demolish, rebuild and/or repair property or other structure of whatever 7. nature.

To apply for and obtain electricity, gas, water, sewerage and/or connections of any utilities and/or to make alterations and/or close down and/or have disconnected the same in my properties.

To enter upon any of my property or any part of it as often as be desired to view the state of repair thereof and to require any occupier as a result of such view to remedy any want of repair or abate any nuisance.

To enforce any covenant in any lease, license or tenancy agreement or any other document 10. affecting any of my property and it any right to re-enter arises in any manner under such covenants or under notice to quit then to exercise such rights among sufficer

11. To warn off and prohibit and it necessary proceed against in the form off trespassers on any of my property and to take appropriate Asz when otherwise and to abate all nuisance

To get prepared plans for construction of any building or structure and or other 12. of my property and to have the same sanctioned, modified and or altered by any Corporation, Municipality or other authority and in connection therewith or to make necessary applications, give undertakings, pay fees, obtain sanctions and such other orders and permissions as may be expedient.

To apply for and obtain such permission as may be necessary for obtaining steel, cement, 13 bricks and other construction materials and construction equipments and to appoint archinesis and contractors for the construction of building or buildings to he constructed on the plots wonging to me. वरल -- X

130°To appear and represent in any proceedings for fixation of fair rent and 1 or any other oppose or purposes before any any ourt, Rent Controller or other authors, ....connection. 02 23 relating to and o arising out of any of my property. 10. 1531 To man and obtain such certificate and other permissions and clear 5055 certificarys end or permission under any law relating to ceiling on urban lat ·- including relating to land and or buildings both urban and rural or under the Incomeother law other law as may be required for execution and/or registration of any conve Act or any or other

> TADTE of Goa

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document-and : the transferring any rights in any land, building or other belonging to the or acquired by me hereafter.

To prepare, sign, dectare and file declarations, statements, applications and/or ret otherwise in connection with holding, possessing, acquiring, transferring, partititetherwise dealing with any of my property before any appropriate or other aut may be required under any law or laws now prevailing or as may in future applicable and to do, exercise, execute and perform any or all the necessary acts, of things required there under.

- 17. To enter into, sign, execute, vary, alter, terminate, suspend, and repudiate any con
- 18. To open, operate, continue or close any account including any overdraft or e account and/or saving account, current, fixed or other accounts and also sat lockers and all accounts whatsoever in my name and on my behalf with any bank that may be existing or may in future be opened in my name or in the name of n firms or business or businesses or in my capacity as trustee or beneficiary of any any bank or banks including Postal Savings Bank.
- 19. To draw, sign, negotiate and/or endorse cheques, payment orders, drafts, dividend and/or any other instruments and to execute, enter into, acknowledge, do and p state decise, thermoments, contracts, agreements, acts, deeds and things as shall be or decine fill and purposes for or in relation to all or any of the purposes, matters herein contained or others with any bank or banks.

notes of differentiale instruments relating to moneys, goods, properties or othe

21. To realize loons and/or borrow money or moneys from time to time from institution, or any person or persons, organization whatsoever against the s properties both movable and immovable belonging to me or any of my firm or business or businesses in which 1 am now or may bereafter become interes execute, sign and register mortgage, charges, transfer and/or give other s securities by any other deed or deeds on such terms and conditions as my said a his substitute or substitutes may think fit and proper.

To make and/or to receive any loan or advance from any bank, financial institution person to such extent and on such terms as the said attorney may deem expedient to secure the same by pledging, hypothecating, mortgaging, charging or any oth encumbering any of my movable or immovable property.

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and to vary such rate and interests or consideration from have to time

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- To draw, execute, negotiate, cancel, present for payment and for make or telsive payment 25 of any promissory note, bill of exchange, bond or undertaking and ing or and/or advance. money rece
- To represent me in any of the bank or banks, insurance companies, Courts, registration 26. offices, municipal offices, office of competent authority, urban land ceiling, post office sales tax offices, income-tax offices, customs offices, revenue offices or any co-operativ society, Central or any other State Government or other authority, society, body corporate or other person for any purpose or purposes whatsoever and do all acts as may b expedient before the same or in connection therewith.
- 27.

To, sign, execute and/or file any of my and/or any of my firm or firms or business of businesses in my personal capacity or as trustee or beneficiary of any trust, sales tax returns, income-tax returns. I/Wealth- tax returns, gift tax returns or any other returns under the Income-tax Act. 1961. I Wealth-tax Act. 1957. Gift-tax int. 1958 and/or any other law for the time being in force or other returns, statements connection with the aforesaid Acts, to sign and or submit reports and and any submit reports and Bocilments in balance sheets, declaration forms, to receive refund orders to your ... ounts, aforesaid authorities, to apply for and to sign and submit oppedess. from any m athe represent me or any of the firm or firms or business or business. Thornes and to concerns in which I am now or may hereafter be interested as proprie an profinctary beneficiary with such authority or authorities concerned therewith. parmer, trustee or

To appear before any Assessing Officer, Deputy Commiss. 28. and/or any other authority or authorities in connection with any matter or matters and to essent me or my proprietary concerns, firm or firms, business or "asinesses, trusts in am trustee or beneficiary and to produce, explain accounts. cocuments and papers IADTEas may a necessary and to pay taxes and other amounts to such authorities and to any of Goa other authority by virtue of these presents and to sign, execute and deliver all other papers, dia a - 30a document and deeds in connection therewith.





the bow ra herein conferred.

- 30. In sign and execute all legal documents/agreements and appear for m before any Sub-Registrar/Government Authority and to present for reg admit document or documents executed by us or for and my/our behalf for and License, Lease and/or purchase of the new properties
- To sign, execute and represent before Sub-Registrar pertaining to Confirmation for carlier Agreements and or regularizing the Previous Ag clearance of Stamp Duty dues.
- 32. To execute all deeds and other instruments necessary or proper for transfer shares, annuities, debentures, obligations and other securities held by me or by me hereafter to the purchaser or purchasers thereof.
- 33. To sign, execute, enter into, modify, cancel, alter. draw. approve. present is and admit registration of all papers, documents. contracts. agreements, mortgage deeds. leases. grants, assurances, applications. declarations and oth in connection with the management and development of any business connection with the sale, purchase, lease, transfer and disposition or constant of plan or obtaining of clearances or permits from the Government other production of plan or obtaining of clearances or permits from the Government other production.

and defending any set or proceedings, in the matters with treass, companies or organizations, in which hereafter in any name or in the name of my said attato sign value managed by him.

To sign, declare and/or affirm any plaints, written stationaridavits, memorandum of appeal or any other documproceeding or in any way connected therewith.

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such consent as aforesaid to compromise, refer to arbitra: 660a or become non-suited in any such action or proceeding as or criminal, or revenue including the Rent Controller, City 2.5



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To demand, collect sue for, recover and receive of any food all and every person or 38 persons, body or budies, politic or corporate. Court or authority Influe government and or local hodies whomsoever concerned or chargeable therewith all or every sum or sums of money including rent documents, securities, goods, effects, dues, duties, interests, rents, profits, income, purchase consideration, dividends, compensation and/or any other money or moneys which shall belong or be or become payable to me or to any of my firm or firms, business or businesses or companies in which I am interested.

To demand, collect, sue for, recover and receive, from all and every person, body, politic 39. or municipal or corporate or firm or company where so ever and whatsoever all sums of money, debts, dues, good wares, merchandise, chattels, effects and things of any nature or description whatsoever which now are or which at any time or times hereafter shall or may become due or owing or payable to or recoverable including those from or by the bank by virtue of any hypothecations, bonds, mortgages, pledges, agreements or other securities whatsoever or upon or by virtue of any bills of exchange, promissory notes, cheques, bills of lading or other mercantile or negotiable instruments whatever or otherwise.

- To receive and give effectual receipts and discharges in my name for all monies, securities 40. for monies, debts, goods, chattels and personal estate which are or may become due, owing, payable or transferable in or by any right, title, ways or from any person or persons or corporation or other body or authority. / 3
- 41. Receive and give good and valid receipts and discharges in my man any business or for the purchase money of any share therein or and all such other monies as may be payable to me in any manacri-

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employ an person in any capacity for my business firm, trusts, o nd require to employ such person or become interested 1/03/2020 to employ such person and to suspend, dismiss or discharge any employ mylour mid attorney may deam fit.

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  - For all of any pubbose to give and execute all such bonds, guarantees, in 45. covenants and obligations in my pathe.
- To sublet, substitute and appoint in his place (on such terms and conditions a 46. attorney shall think fit and proper) one or more attorneys to exercise for me as n or attorneys any or all of the powers and authorities hereby conferred and to conconditionent from time to time and to substitute or appoint any other and some in the place of such attorney or attorneys us the said attorney shall fr anink fit and proper.

This Power of Attorney is given without any consideration.

tenerally nivour said attorney shall have the power to do all such acts, deeds an Behalf and I/We could have lawfully done, if personally present.

AND I/We do hereby for my/our self, my/our heirs, executors. administrators of ac legal representatives ratify and confirm and agree to ratify and by attorney confi whatsoever my/our said attorney or his substitute or substitutes shall lawfully do or done by virtue of these presents.

IN WITNESS WHEREOF the parties herein have executed these presents at Mun 15 day of July 2016.

SIGNED AND DELIVERED by the Within named MS. KARISHMA SURESH TEKCHANDANI PAN No. AAEPT3407E



I agree to act as Constituted Attomey. SIGNED AND DELIVERED by the Within named Shri SURESH JAIRAMDAS TEKCHANDANI







ABre PREETIE TALLOR ADVOCATE & NOTAFY GOVT. OF INDIA! HAMMA I ANE

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Consumers can install rooftop solar system as per MERC (Net metering for Rooftop Solar Systems) Regulations,2015. Visil www.marc.gov.in or our wasks www.relinconergy in for more defails

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