



सत्यमेव जयते

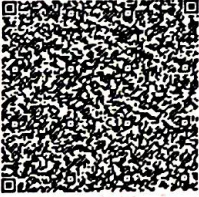
INDIA NON JUDICIAL

Government of Goa

e-Stamp

₹11,19,300

Certificate No. : IN-GA00039939089240X
Certificate Issued Date : 29-May-2025 01:38 PM
Account Reference : NONACC (TS)/ gaga-t30/ TO-North Porvorim/ GA-NGA
Unique Doc. Reference : SUBIN-GAGAGA-T3000075486302289X
Purchased by : KIBANA DESIGNER HOMES LLP
Description of Document : Article 5 Agreement or its records or memorandum of an agreement
Property Description : PROPERTY BEARING CHALTA NO 72 SUB DIV 3 OF P.T. SHEET NO 9 OF CUNCHELM BARDEZ GOA ADM 1825 SQ MTS
Consideration Price (Rs.) : 3,85,95,000
(Three Crore Eighty Five Lakh Ninety Five Thousand only)
First Party : KIBANA DESIGNER HOMES LLP
Second Party : SUNIL MALIK AND TWO OTHERS
Stamp Duty Paid By : KIBANA DESIGNER HOMES LLP
Stamp Duty Amount(Rs.) : 11,19,300
(Eleven Lakh Nineteen Thousand Three Hundred only)



Please write or type below this line

IN-GA00039939089240X

2025-BRZ-3449
24/06/2025

PF

0000175044

Statutory Alert:

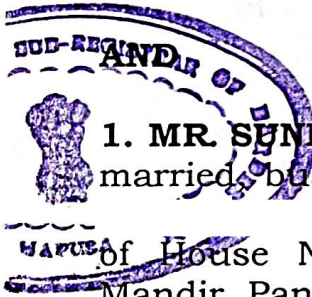
1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("**Agreement**") is entered into at Mapusa, Goa on the 24th day of June, 2025. (24/06/2025)

BY AND BETWEEN:

KIBANA DESIGNER HOMES LLP, a Limited Liability Partnership firm constituted under Indian Limited Liability Act 2008, having its registered office at H. No.743, Model Town, opp. Model Town Post office, Panipat, Haryana, 132103, holding Income Tax PAN No. , represented by its Authorised Representative **MR. VIKAS KATARIA**, son of Mr. Rajinder Kataria, aged 53 years, married, businessman, Indian National, holding PAN No. and Aadhaar Card No. , resident of H. No - 743, Model Town, Opp Model Town Post Office, Panipat, Panipat, Panipat, Haryana - 132103 authorised vide Board Resolution dated 13/05/2025.) which Firm is hereinafter referred to as "**DEVELOPER**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include the said Firm, its Partners for the time being, and the legal heirs of the last surviving Partner and assigns) of the **ONE PART**;



1. MR. SUNIL MALIK, son of late Ajit Malik, aged 56 years, married, businessman, Indian National, holding PAN No. , Aadhaar Card No. , resident of House No. 578, Model Town, Behind Shakuntala Mandir, Panipat, Panipat, Panipat, Haryana, 132103;

2. MRS. NAVNEET MALIK, daughter of Mr. Surinder Singh Sodhi, aged 54 years, married, housewife, Indian National, holding PAN No. , Aadhaar Card No. , resident of H. No.578, Model Town, Bihaind Shakuntala Mandir, Panipat, Panipat, Panipat, Panipat, Haryana, 132103;

3. MR. PARUL MALIK, son of Mr. Ravinder Malik, aged 46 years, married, businessman, Indian National, holding PAN No. , Aadhaar Card No. , resident of E 21, Ground Floor, Jungpura Extension,

KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory


- Vik. Kataria

Jungpura, Jungpura, South Delhi, Delhi 110014; hereinafter referred to as "**LAND OWNERS**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include themselves and their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

(The Land Owner No. 2 and 3 are herein represented by their husband/Cousin Brother **MR. SUNIL MALIK**, son of late Ajit Malik, aged 56 years, married, businessman, Indian National, holding PAN No. , Aadhaar Card No. , resident of House No. 578, Model Town, Behind Shakuntala Mandir, Panipat, Panipat, Panipat, Haryana, 132103, vide POA dated 08/05/2025, before the Notary Adv. S. P. Sharma)

The Land Owners and the Developer are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS the Second Party / Land Owners are the absolute owners in possession of the landed property known as "**Vangorbatta**" or "**Colomba**" or "**Colombachembata**" or "**Augorbata**", situated within the limits of the Village of Cunchelim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under Description No. 50747 of folio 61 of Book B-107, Inscription No.40788 at folio No. 57 of Book G44, having Cadastral No. 584, and presently surveyed under Chalta No.72/3 of P.T. sheet No. 9, admeasuring 1825 sq. mts. in area, along with the house structures existing therein, bearing House No. 141/E-I; more particularly described in the **Schedule I** herein below and hereinafter referred to as "**Said Property**"

The Second Party acquired title to the Said Property in the following manner:

a) The Said Property being originally belonged to Atanasio Alberto Pereira and Maria Elvina Rosalia Conceicao da Silva e Pereira and Queolina Granzela Paula Pereira, who by deed of sale, dated 21.09.1960 sold the same to Venoziana Calazana Boavida Luis alias Veneziana Calazana Boavida Luis alias Venociana Calazana Boa Vida

KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory

S.K. Malik

Luis alias Venoziano Calazana Beavida Luis alias Venaziana E. B. Luis wife of Bento Antonio Lobo.

b) The Said Property described in the Land Registration Office under Description No. 50747 at folio 61 of Book B-107 and Inscribed on 30 January 1963 under Inscription No.40788 at folio No. 57V of Book G-44 in favour of Venoziana Calazana Boavida Luis, wife of Bento Antonio Lobo as described above.

c) The name of the said Venoziana Calazana Boavida Luis is duly found recorded in the Form T of the Said Property as its owner.

d) The said Venoziana Luis was married to Bento Lobo alias Bento Antonio Lobo alias Bento Antenio Lobo and that on their demise an Inventory Proceedings bearing I.P. No. 276/2020/C ("**Inventory Proceedings**") was initiated in the Court of the Civil Judge Senior Division of Bardez at Mapusa - Goa.

e) In the said Inventory Proceedings the Said Property was listed under Item No. 8 and the same was taken in auction and allotted to Mr. Francisco Lobo, as per the final order and decree dated 09/05/2023 passed in the said Inventory Proceedings.

f) The said Mr. Francisco Bento Lobo carried out the mutation of the Said Property in his name under Mutation no. 213843.

g) Mrs. Maria Lalita Lobo is the wife of Mr. Francisco Bento Lobo and is entitled to half share in the estate of the Mr. Francisco Bento Lobo as per the law of communion of assets prevalent in the State of Goa.

h) The Land Owners acquired the said property by purchase from Mr. Francisco Bento Lobo and Mrs. Maria Lalita Lobo as evidenced by the Deed of Sale executed at Mapusa on the 6th day of August, 2024 ("**Deed of Sale**"), wherein the said property was conveyed to the Land Owners for a total consideration of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only), the terms and conditions of which are set forth in the said Deed of Sale;

S.K. Malik

KIBANA DESIGNER HOMES LLP

[Signature]
Designated Partner / Auth. Signatory

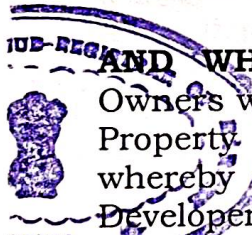
i) The Land Owners have thus represented as the owners, seized and possessed of and otherwise well and sufficiently entitled to the Said Property, which has been verified by the Purchaser and the Purchaser shall not hold the Land Owners liable for any defect in the title of the Said Property.

j) The Purchasers have approached the Land Owners to purchase the Said Property, with all its developments, structures, easements, appurtenances, plants, trees, paths, passages and ways free from all encumbrances.

AND WHEREAS as on date, the ownership structure of the Said Property is as follows:

S. No.	Name	Percentage Ownership
1.	Mr. Sunil Malik	25%
2.	Mrs. Navneet Malik	25%
3.	Mr. Parul Malik	50%

AND WHEREAS a Technical Order dated 20 January 2025 issued by the North Goa Planning and Development Authority, Panjim Goa prescribes the technical conditions, clearances, and approvals requisite for the development of the Said Property;

**AND WHEREAS** the Developer approached the Land Owners with an offer to join hands in developing the Said Property and constructing a residential complex therein, whereby the Said Property shall be developed by the Developer and the ratio sharing is 50:50% each;

AND WHEREAS the Land Owners accepted the aforesaid offer of the Developer and agreed to provide the Said Property to the Developer for constructing a residential complex therein comprising of 21 residential apartments having a built up area of 2172.93 sq mts., as per the plans and drawings already approved by the North Goa Planning and Development Authority, Panjim Goa for 21 residential apartments, which is hereinafter referred to as "**The Residential Complex**";

AND WHEREAS the Parties, relying on the aforesaid representations and assurances as being absolutely true

KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory

and correct and with full knowledge of applicable laws, have arrived at an understanding to enable the Developer to develop the Said Property and have agreed to faithfully abide by all the terms, conditions, and stipulations contained in this Agreement which are stipulated herebelow:

NOW THEREFORE THIS AGREEMENT FOR JOINT VENTURE WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. DEVELOPMENT: The Developer shall develop the Said Property described in the Schedule I hereunder written and construct a residential complex therein comprising of 21 residential apartments having a built up area of 2172.93 Sq mts, having built on total plot area of 1825 square metres.

2. LAND OWNERS SHARE: The Developer is entitled for 50% of the Built up area i.e. 1086.47 sq. mts., and also has deposited an interest free Security Deposit of Rs. 60,00,000/- (Rupees Sixty Lakhs only).

3. PLANNING AND APPROVALS: The Developer shall plan and design the Residential Complex and shall appoint architects, an RCC consultant, landscaping consultants, and all other professionals of necessary experience and expertise, and shall arrange to obtain the Technical Clearance Order from the Town and Country Planning Department, North Goa District, Mapusa, and other relevant authorities for construction of the Residential Complex as well as all other approvals/certificates required after the commencement of construction (such as renewal of the Construction Licence, Completion Certificate, Occupancy Certificate, and connections for electricity and water from the concerned Government Departments).

4. DEPOSIT: The Developer has also deposited an interest free security deposit of **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)** with the land owners which is paid as under:

a. A sum of Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only) is paid vide RTGS under UTR No. HDFCR52025062183247729, through HDFC, dated 21/06/2025, in favour of Land Owner No. 1.

KIBANA DESIGN HOMES LLP

Designated Partner / Auth. Signatory

S.K. Malik

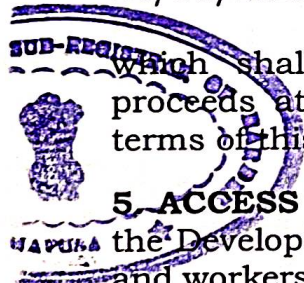
b. A sum of Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only) is paid vide RTGS under UTR No. HDFCR52025062183275767, through HDFC, dated 21/06/2025, in favour of Land Owner No. 2.

c. A sum of Rs. 27,00,000/- (Rupees Twenty Seven Lakhs Only) is paid vide RTGS under UTR No. HDFCR52025062183201021, through HDFC, dated 21/06/2025, in favour of Land Owner No. 3.

d. A sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) is deducted as 10% TDS towards the Income Tax Act and is paid vide Challan No. 06193, drawn on HDFC Bank, dated 24/06/2025 in favour of Land Owner No. 1.

e. A sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) is deducted as 10% TDS towards the Income Tax Act and is paid vide Challan No. 05962, drawn on HDFC Bank, dated 24/06/2025 in favour of Land Owner No. 2.

f. A sum of Rs. 3,00,000/- (Rupees Three Lakhs Only) is deducted as 10% TDS towards the Income Tax Act and is paid vide Challan No. 06424, drawn on HDFC Bank, dated 24/06/2025 in favour of Land Owner No. 3.



which shall be adjusted against their share of sale proceeds at the time of final settlement, subject to the terms of this Agreement

5. ACCESS AND WORKS: The Land Owners shall permit the Developer, its employees, representatives, contractors, and workers to access the property to carry out inspection, developmental, and all other works necessary for the construction of the residential complex (including demarcation, surveying, excavation, and construction), and shall cooperate fully with the Developer, provided all such actions are undertaken in accordance with applicable laws, including but not limited to the Real Estate (Regulation and Development) Act, 2016.

6. COSTS AND APPROVALS: All costs, fees and expenses for obtaining the required approvals and for the construction of the said Residential Complex shall be borne by the Developer, including development charges, laying of

S.K. Malik

KIBANA DESIGNER HOMES LLP
[Signature]
Designated Partner / Auth. Signatory

drain, laying of roads and tarring thereof, laying of electricity poles and water pipeline etc. The Developer shall carry out and execute the entire work of construction of the Residential Complex in accordance with the prescribed rules and regulations in force in the State of Goa. Payment of all refundable and non-refundable deposits payable to any authority whatsoever for the purpose of obtaining any approval and development of the said property and construction of the said residential complex shall be made by the Developer who alone shall be entitled to receive the refund if any of the said deposits. Notwithstanding the above, if the Land Owner is compelled to pay any amounts for the development or in respect of the Said Property (including the development of the Residential Complex), the Developer shall immediately pay to the Land Owners the respective amount.

7. SALE AND PROCEEDS: Every Agreement to Sell ("ATS") executed by the purchaser of any apartment of the Residential Complex shall be signed by both the Parties, in addition to such purchaser. On the sale of any apartment in the Residential Complex, the price of which shall be mutually decided by the Parties, the proceeds of the sale shall be shared equally by the Land Owners and the Developer. The Developer shall share 50% of the net sale proceeds from the sale of the 21 apartments with the Land Owners, which 50% sale proceeds is the land owners consideration under the said Joint Venture. The Developer shall remit the requisite share to the Land Owners immediately upon receipt of the amount from the purchaser, subject to deduction of applicable deduction of TDS. Provided, however, that if the Developer fails to remit the requisite amount to the Land Owners, it shall be liable to pay penal interest at the rate of 2% per annum calculated from the date of such payment by the purchaser to the actual date of remittance to the Land Owners.

8. INSPECTION RIGHTS: The Land Owners shall at all times have the right, with a prior notice of 2 (two) days to inspect the development and the books of the Developer (including but not limited to conducting an audit on the books of the Developer) in respect of the development of the Residential Complex at the cost of the Developer.

9. REPRESENTATIONS AND WARRANTIES: The Developer affirms to the Representations and Warranties as forth in **Schedule IV**. The Developer hereby confirms

KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory

S.K. Haldar

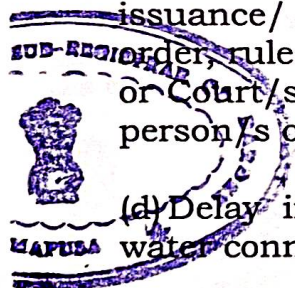
that the Representations and Warranties are true, correct and complete in all respects with respect to the facts and circumstances as existing on such dates and acknowledge that the Land Owners are entering into this Agreement relying upon such Representations and Warranties.

10. COMMENCEMENT AND COMPLETION: The Developer shall commence construction within 15 (fifteen) days from the date of obtaining construction license and RERA approvals and the Developer shall complete the work within 36 months, with a grace period of six months, subject to fulfillment of all conditions by the Land Owners. The Developer may be granted reasonable extensions for delays due to:

(a) Any notice, order, rule, notification of the government and/or any other public or competent authority and/or any judicial authority, which has been issued due to no fault of the Developer;

(b) Changes in any law/s or changes in the official planning approval and completion;

(c) Certificate procedures, requirements or due to the issuance/ promulgation of any notice, act, law, statute, order, rule, notification by the public and local authorities or Court/s of law or Public Interest Litigation filed by any person/s or N.G.O;



(d) Delay in sanction of electricity connection/s and/or water connection/s to the said residential building;

(e) National emergency, force majeure, earthquake, fire, arson, force major, war or any causes / reasons beyond the control of the Developer;

Provided that if the Developer is unable to meet the timelines as agreed or as may be extended at the sole discretion of the Land Owners, the Developer shall be liable to pay an amount equal to INR 5,00,000 (Indian Rupees Five Lakh only) plus GST for every month of delay.

11. INDEMNITY: Without prejudice to any other right available to the Land Owners under law, the Developer hereby, agree to indemnify and shall keep indemnified,

KIBANA DESIGN HOMES LLP

Designated Partner / Auth. Signatory

save, defend and hold harmless the Land Owners, from and against any and all direct and actual losses, claims, demands, liabilities, obligations, fines, costs, damages (including related to a third-party claim), interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' fees and disbursements incurred or suffered by the Land Owners in relation to any and all claims, demands, notices of claims issued by any person, actions, causes of actions, suits, litigation or any proceeding.

12. LIMITATION OF LIABILITY: Notwithstanding anything contained in this Agreement, the Land Owners shall not be responsible for any remote, punitive, special, indirect or consequential, exemplary or incidental damages or losses or damage to goodwill or reputation, business opportunity or profit in any case. Further, the liability of the Land Owners shall not exceed the amount paid by the Developer to the Land Owners in the preceding 3 (three) months.

13. DEVELOPMENT OPTIONS: The Developer may develop the property on its own or through a contractor, but shall remain responsible for supervising and monitoring the work. Notwithstanding the above, the Developer shall always be responsible for the actions of its contractors and shall be liable to indemnify the Land Owners due to any act or action of its contractors.

14. VARIATIONS: The Developer may carry out such variations and alterations to the building plans or the layout of the apartments in the Residential Complex including relocating the open space / all structures / buildings / garden spaces and /or varying the location of the access of the said residential complex as the exigencies of the situation and the circumstances of the case may require, provided that such modifications are in line with the applicable laws. The Developer shall indemnify and keep indemnified the Land Owners against any losses suffered by the Developer due to non-adherence to the applicable laws.

15. REVISIONS: The Developer is entitled to revise the specifications relating to the exterior of the Residential Complex and/or all common structures, areas, amenities in and around said Residential Complex.

KIBANA DESIGNER HOMES LLP

[Signature]
Designated Partner / Auth. Signatory

S.K. Malik

16. BRANDING: The Developer shall have the sole and exclusive right to brand the Residential Complex, including determining its name, provided that at no time will the Developer represent itself as the owner of the Said Property.

17. CONFIDENTIALITY

(a) The Parties shall ensure that the terms of the Agreement shall be confidential. Both the Parties agree to maintain secrecy and confidentiality of all information obtained both pursuant to this Agreement and prior to and in contemplation of it (including and not limited to information concerning the terms of this Agreement). Neither Party shall disclose, duplicate, publish, release, transfer or otherwise make available Confidential Information of the other Party in any form to, or for the use or benefit of, any person or entity.

(b) This clause shall not apply to information which is or comes into the public domain (otherwise than in consequence to breach of this clause by either Party) or is known to either Party through other sources or either Party is already in possession of such information (otherwise than as a result of a breach of any contractual obligations related to confidentiality) or specifically provided by one Party to the other Party for the purpose of making it public or disclosure required by law or process of a court where such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely protective order or any other appropriate relief or disclosure by a Party to its professional advisors, lawyers, auditors or is required to be disclosed for exercise or performance by a Party of its rights, duties or obligations pursuant to this Agreement.

(c) Both the Parties shall safeguard and protect each other's Confidential Information against unauthorized access, accidental loss, improper use and unlawful disclosure, as required by applicable data protection law.

(d) In any event upon termination of this Agreement, the Parties shall: (i) cease using the Confidential Information, (ii) destroy or return the Confidential Information in form of physical and electronic thereof to the other Party within 10 (ten) days of receipt of demand (iii) shall purge/delete

KIDANA DESIGN HOMES LLP

Designated Partner / Auth. Signatory

S.K. Malik

the data from the systems where such information/data are stored. If the either Party is unable to destroy or delete any Confidential Information that has been recorded electronically, such information shall be protected in perpetuity.

(e) For the purpose of this Agreement "**Confidential Information**" shall mean all confidential or proprietary knowledge, information and materials including all customers information, oral, visual, electronic information, data and all information recorded in writing or electronically or in any other medium or by any other method, belonging to the relevant Party, its affiliates, or to their respective customers/ vendors, or other third parties who furnish such information, materials, and/or trade secrets to the relevant Party indicating such information to be confidential.

18. RELATIONSHIP OF PARTIES: Nothing contained in this Agreement shall be construed to be a partnership between the parties except as provided in the clauses hereinabove nor shall anything contained in this Agreement be construed to create a relationship of a principal and agent between the parties nor will the Developer be treated as a consumer qua the Land Owners in respect of the Residential Complex or the Land Owners treated as consumer qua the Developer in respect of the Residential Complex.

19. NOTICES: All letters, notices, communications to the Developer and the Land Owners shall be sent to them at the aforementioned addresses. Any change in the above address shall be notified by the concerned party to the other party in writing.

20. MAINTENANCE: The Developer shall appoint a maintenance agency or form a co-operative maintenance society for maintaining the Residential Complex, based on mutual discussions between the Parties and shall ensure every purchaser enters into a separate maintenance agreement in respect of the same.

21. UNSOLD APARTMENTS: If any constructed Apartments remain unsold, then:

(a) If the number is even, both Parties shall receive an equal number of apartments with corresponding undivided property rights;

KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory

S.K. Malik

(b) If the number is odd, the unsold Apartments shall be jointly conveyed to both Parties.

22. INTELLECTUAL PROPERTY: Each Party shall be the owners of their respective intellectual property. Nothing in this Agreement shall be construed to grant any right to either Party in the intellectual property of the other Party.

23. CONVEYANCE: After allotment of the aforesaid residential apartments in terms of this Agreement, Developer and Land Owners shall jointly execute the necessary Conveyance Deed/s for conveyance of the said apartments along with corresponding undivided rights in the Said Property in favour of the respective purchaser and all costs and expenses incidental thereto shall be paid by Developer and the purchaser.

24. GST: The Goods and Services Tax / service tax / VAT / Excise or any Indirect Tax as may be applicable shall be borne by the respective parties as per the applicable provisions of their respective acts.

25. INCOME TAX: Each Party shall be solely responsible for complying with all applicable Income Tax Laws and for the timely payment of any income tax liabilities arising from its share of income, profits, or any other amounts derived under this Agreement. The Developer and the Land Owners shall independently calculate, report, and pay their respective tax obligations, and no Party shall be liable for or indemnified against the income tax liabilities of the other Party. Each Party hereby agrees to indemnify and hold harmless the other from and against any claims, penalties, or expenses arising out of its failure to comply with such tax obligations. Goods and Services Tax / service tax / VAT / Excise or any Indirect Tax as may be applicable liability arising in connection with the purchase of individual Apartments shall be borne by the respective purchasers.

26. TITLE DOCUMENTS: The Land Owners shall make available original Deeds and documents of title of the said property to the Developer and/or the prospective Purchasers as and when required.

27. FLOOR AREA RATIO ADJUSTMENT: The Parties hereto agree that in case the Floor Area ratio for the said property is increased during the course of implementation

KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory

Sk. Malik

of the Residential Complex, the benefit of the additional super built area shall accrue to both the Parties.

28. POWER OF ATTORNEY: The Land Owners shall execute an revocable Power of Attorney appointing the Developer as its lawful Attorney with all necessary powers to sign and execute the necessary Applications, Affidavits, Undertakings, Forms etc. and represent the Land Owners before the concerned authorities in any matter concerning the Said Property, provided that at all times, the Developer shall always intimate the Land Owners prior to signing such document and shall take requisite approvals from the Land Owners in respect thereof.

29. COMMUNITY STATUS: The Parties hereby confirm that they do not belong to any Scheduled Caste or Scheduled Tribe community or any other communities which may be barred to act under this Agreement.

30. SPECIFIC PERFORMANCE: Both Parties shall be entitled to seek specific performance of all terms, conditions, and provisions of this Agreement.

31. DISPUTE RESOLUTION: Any dispute arising between the Parties hereto whether with regard to interpretation of the clauses and conditions or performance of this Agreement or understanding or concerning any acts or omission of either Party or any other matter herein contained shall be referred to a Sole Arbitrator appointed by both parties, and such arbitration shall be conducted at Panaji, Goa as per the provisions of the Arbitration and Conciliation Act, 1996.

32. JURISDICTION: This Agreement shall be construed in accordance with the laws of India and the courts at Panaji, Goa shall have exclusive jurisdiction.

33. ASSIGNMENT: Parties shall not have the right to assign this Agreement except as laid down in this Agreement.

34. MODIFICATION: Any modification to this Agreement shall be effective or binding if agreed in writing by authorized representatives.

35. ENTIRE AGREEMENT: This Agreement, including the annexures shall constitute the entire and

KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory

S. K. Hark

final agreement between the Parties with respect to the subject matter covered herein.

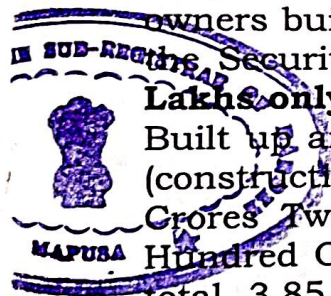
36. SURVIVAL: Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive.

37. SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid or unenforceable, such provisions of the Agreement will not affect the validity or enforceability of the remaining provisions of this Agreement.

38. NON-WAIVER: No waiver, by either Party, of any provision of this Agreement shall, in any event, become effective unless the same is in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

39. AMENDMENT: This Agreement shall not be varied, amended or modified by any of the Parties in any manner whatsoever unless such variation, amendment or modification is mutually discussed and agreed to in writing and duly executed by both the Parties.

40. STAMP DUTY AND REGISTRATION: For the Purpose of Valuation the Stamp duty is calculated on Land owners built up area calculating to **1086.47 Sq. mts** and this Security Deposit of **Rs. 60,00,000/- (Rupees Sixty Lakhs only)** and hence the valuation is calculated on the Built up area i.e 1086.47 sq mts x 30,000 per sq. mts, (construction market value)= 3,25,94,100/- (Rupees Three Crores Twenty Five Lakhs Ninety Four Thousand One Hundred Only) + 60,00,000/- (Rupees Sixty Lakhs Only) total 3,85,94,100/- (Rupees Three Crores Eighty Five Lakhs Ninety Four Thousand One Hundred Only) and rounded to a land valuation of Rs. **3,85,95,000/- (Rupees Three Crore Eighty Five Lakhs Ninety Five Thousand only)** and hence stamp duty payable @ 2.9% is Rs. 11,19,300/- (Rupees Eleven Lakhs Nineteen Thousand Three Hundred Only) bearing Certificate No. IN-GA00039939089240X, dated 12/06/2025 is attached to this Deed and Registration @3% i.e Rs. 11,57,850/- (Rupees Eleven Lakhs Fifty Seven Thousand Eight Hundred Fifty Only) is paid vide Challan No. 202500403025, on 12/06/2025.



S. K. Halek

KIBANA DESIGNER HOMES LLP

[Signature]
Designated Partner / Auth. Signatory

SCHEDULE I
DESCRIPTION OF THE SAID PROPERTY

ALL that property known as "**Vangorbatta**" (alternatively "**Colomba**", "**Colombachem bata**" or "**Augorbata**"), situated at Cunchelim, within the jurisdiction of the Mapusa Municipal Council, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, admeasuring 1825 square metres, and more particularly described as follows:

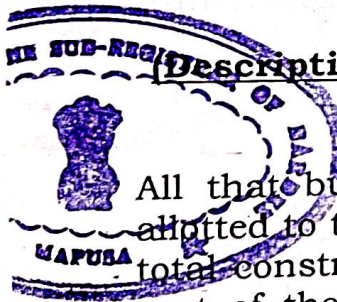
Registered in the Land Registration Office under Description No. 50747 of Book B-107, Inscription No. 40788 of Book G-44, having Cadastral No. 584, presently surveyed under Chalta No. 72, sub-division No. 3 of P.T. Sheet No. 09;

Bounded as follows:

- East: by the property as per Chalta No. 72, sub-divisions Nos. 4, 6, and 5 of P.T. Sheet No. 09;
- West: by the property as per Chalta No. 72, sub-division No. 17 of P.T. Sheet No. 09;
- North: by a Nullah; and
- South: by the existing road.

SCHEDULE II

Description of the Built up area allotted to the Land Owners)



All that built up area admeasuring 1086.47 **Sq mts.**, allotted to the Land Owners as their 50% share out of the total constructed built up of 2172.93 sq. mts., forming a part of the said Property more particularly described in schedule I hereinabove.

KIBANA DESIGNER HOMES LLP

[Signature]
Designated Partner / Auth. Signatory

S. K. Malik

SCHEDULE III
(Technical Conditions, Clearances, and Approvals)

The development of the Said Property shall be subject to, and carried out in accordance with, the technical conditions, clearances, and approvals as prescribed in the Technical Order issued by the North Goa Planning and Development Authority dated 20 January 2025, including without limitation:

(c) Strict adherence to the approved plans for the construction of 21 residential apartments, the compound wall, and all ancillary works;

(d) Compliance with all statutory requirements under the Goa Town & Country Planning Act, 1974, including obtaining the Conversion Sanad under the Goa Land Revenue Code, 1968;

(e) Observance of all technical specifications regarding setbacks, utility provisions, storm water drainage, and other infrastructural requirements as detailed in the Technical Order; and

(f) Any other conditions as may be imposed by the relevant authorities in connection with the development.



KIBANA DESIGNER HOMES LLP

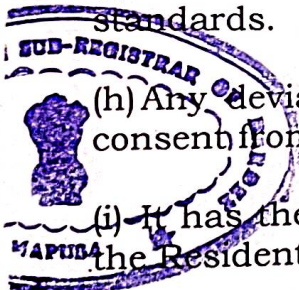
[Signature]
Designated Partner / Auth. Signatory

S.K. Halk

SCHEDULE IV
Representations and Warranties

The Developer hereby represents and warrants to the Land Owners that:

- (a) It is a legally incorporated entity, validly existing, and has the authority to enter into and perform the agreement.
- (b) The execution and performance of the agreement do not violate any laws, regulations, or contractual obligations.
- (c) It has obtained (or will obtain) all necessary statutory approvals, permits, and consents required for the development.
- (d) The Residential Complex will comply with all applicable laws, including zoning laws, environmental regulations, RERA (if applicable), and municipal building codes.
- (e) It will be responsible for obtaining occupation and completion certificates.
- (f) It will develop the Residential Complex as per the agreed timeline and specifications.
- (g) It will use high-quality materials and adhere to industry standards.
- (h) Any deviation from approved plans will require prior consent from the Land Owners.
- (i) It has the financial capability to execute and complete the Residential Complex.
- (j) There are no ongoing or pending litigations, insolvency, or regulatory actions that may affect the development of the Residential Complex.
- (k) It shall not sell or market any units before obtaining necessary approvals.
- (l) It shall not make any false representations to potential buyers.



S.K. Haldar

KIBANA DESIGNER HOMES LLP

[Signature]
Designated Partner / Auth. Signatory

(m) It warrants that payments will be made on time as per the agreed terms.

(n) It will maintain transparent financial records and provide periodic updates.

(o) It shall not mortgage or encumber the Said Property or Residential Complex without prior written consent from the Land Owners.

(p) It will ensure that no third-party claims arise due to its actions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month, and year first above written.

KIBANA DESIGNER HOMES LLP
[Signature]
Designated Partner / Auth. Signatory

S.K. Malik



**SIGNED AND DELIVERED BY
WITHIN NAMED DEVELOPER
KIBANA DESIGNER HOMES LLP**
represented by its Authorised Representative

KIBANA DESIGNER HOMES LLP

Designated Partner / Authorised Signatory

Vikas Kataria



MR. VIKAS KATARIA

--	--	--	--	--

LEFT HAND FINGER TIPS IMPRESSIONS

--	--	--	--	--

RIGHT HAND FINGER TIPS IMPRESSIONS



S.K. Malik

KIBANA DESIGNER HOMES LLP

Designated Partner / Authorised Signatory

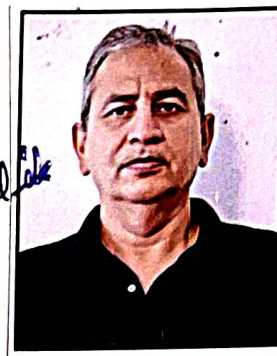
Vikas Kataria

SIGNED AND DELIVERED BY
WITHIN NAMED LAND OWNER No. 1
For self and as a POA holder for
Land Owner No. 2 and 3

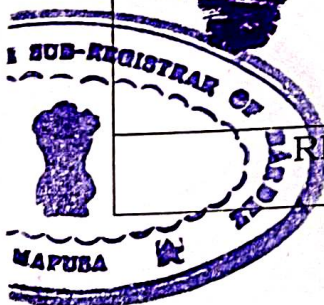
S.K. Malik

MR. SUNIL MALIK

S.K. Malik



LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				



KIBANA DESIGNER HOMES LLP

[Signature]
Designated Partner / Auth. Signatory

S.K. Malik

IN PRESENCE OF WITNESSES

1. MR. ANAND MOHAN JHA

Anand

Address: Survey Number 209/2 Zhor Waddo Behind St
Anthony Hospital Bardez Anjuna Anjuna North Goa Goa -
403509

2. MR. LOKESH GIRISH BEIG

Beig

Address: H. No. 1388 Chameram Chorao Chorao North
Goa Goa - 403102

[Signature]
KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory

[Signature]

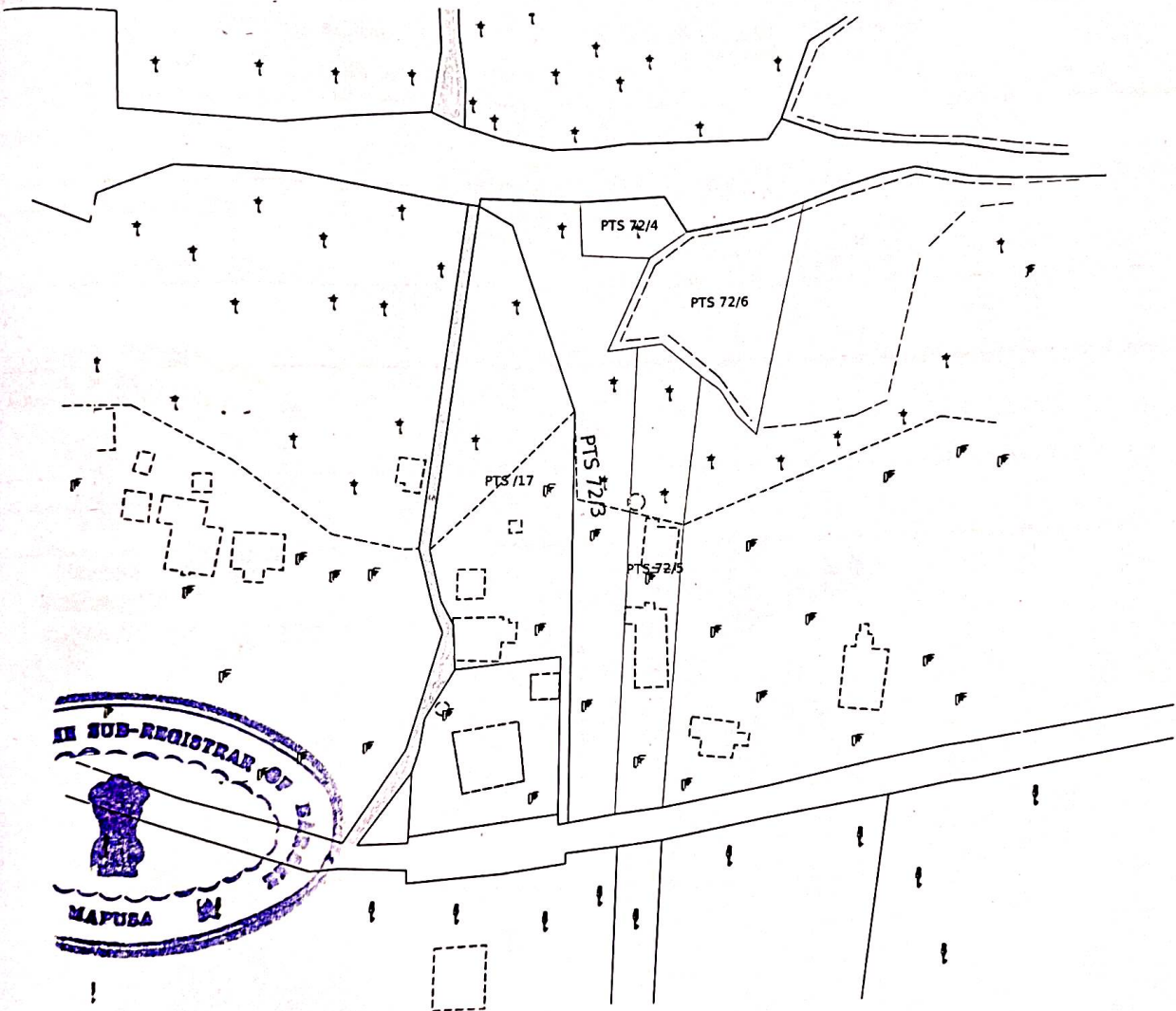


Government of Goa
Directorate of Settlement and Land records
Plan
Taluka / City Name : BARDEZ / Cunchelim
PT Sheet No.: 9/ Survey No.: 72/ Sub Div No.: 3

Appln Date :10-03-2025

Ref. No.: 125-4775

1:1000



Page Size : A3

Report Generated By: MITALI NAIK

Record is computer generated on 11/03/2025 12:37:30 as per Online Ref No.125-4775. This record is valid without any signature as per Govt of Goa Notification No. 2016-RD/8639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>.

KIBANA DESIGN HOMES LLP

Designated Partner / Auth. Signatory

S.K. Malik



Government of Goa

Form 'D'

See Rule 7

Goa Land Revenue (City Survey) Rules, 1969

Property Card of Mapusa city

100019813435

Page No. 1

Date 23/06/2025

Pl Sheet No	Chalta No	Area Sq.Mts	Tenure	Particulars of assessment or rent paid to Government and when due for revision	Category
9	72/3	1,825.00	OCCUP. CLASS I		Private

Easements

----- Nil -----

Holders in the origin of the title
(So far as traced) -

VENOCIANA CALAZANA BOA VIDA LUIS]

OF MAPUSA-GOA.

Lessees -

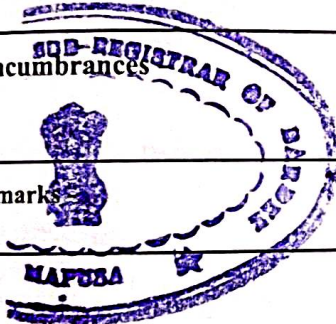
----- Nil -----

Other Encumbrances

----- Nil -----

Other Remarks

----- Nil -----



KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory

S.K. Malik

Continued in Page 2



Government of Goa
Form 'D'

100019813435

Goa Land Revenue (City Survey) Rules, 1969
Property Card of Mapusa city

Page No. 2

Date 23/06/2025

Chalta No	Area Sq.Mts	Tenure	Particulars of assessment or rent paid to Government and when due for revision	Category
72/3	1,825.00	OCCUP. CLASS I		Private

Mutation Number	Mutation Type	Name Remarks	New Holder (H), Lessee (L), Encumbrance(E) Other Remarks(R) Easements(A)	Area (Sq.Mts)
2024 213843	Deed of Inventory Proceedings (Sale)	[Francisco Lobo]	H	1,825.00
2024 214288	Deed of Sale	Sunil Malik As per Final Order, dated 09/05/2023, passed by the Court of the Civil Judge Senior Division A, at Mapusa-Goa in Inventory Proceeding No. 276/2020/C/A.	H	
2024 214288	Deed of Sale	Navneet Malik by virtue of Deed of sale under registration BRZ-1-4091-2024 Book I document dated 07/08/2024 duly registered in the office of the Civil Registrar cum Sub Registrar Bardez Goa	H	
2024 214288	Deed of Sale	Parul Malik by virtue of Deed of sale under registration BRZ-1-4091-2024 Book I document dated 07/08/2024 duly registered in the office of the Civil Registrar cum Sub Registrar Bardez Goa	H	

Bracketed entries indicate Deletion
For further inquiries, please contact the ISLR of the concerned city.

*** END OF REPORT ***



This record is computer generated on 23/06/2025 at 5:47:01PM as per Online Reference Number -
100019813435. This record is valid without any signature as per Government of Goa Notification No.
13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the
ISLR website <https://dslr.goa.gov.in>.

KIBANA DESIGNER HOMES LLP

Designated Partner / Auth. Signatory



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 24-Jun-2025 02:39:16 pm

Document Serial Number :- 2025-BRZ-3449

Presented at 02:36:32 pm on 24-Jun-2025 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	1119300
2	Registration Fee	1157850
3	Processing Fee	2420
Total		2279570

Stamp Duty Required :1119300/-

Stamp Duty Paid : 1119300/-

Presenter

Sl.No	Party Name and Address	Photo	Thumb	Signature
1	VIKAS KATARIA Authorised Representative Of KIBANA DESIGNER HOMES LLP ,Father Name:Rajinder Kataria,,Age: 53, Marital Status: Gender:Male, Occupation: Business, Address1 - H.No - 7437 Model Town, Opp Model Town Post Office, Panipat, Panipat, Haryana - 132103, Address2 - , PAN No.:			KIBANA DESIGNER HOMES LLP Designated Partner / Auth. Signatory

Recorder

Sl.No	Party Name and Address	Photo	Thumb	Signature
1	SUNIL MALIK , Father Name:Ajit Malik, Age: 56, Marital Status: Married ,Gender:Male, Occupation: Business, House No. 578, Model Town, Behind Shakuntala Mandir, Panipat, Panipat, Haryana, 132103, PAN No.:			
2	SUNIL MALIK , Father Name:Ajit Malik, Age: 56, Marital Status: ,Gender:Male, Occupation: Business, House No. 578, Model Town, Behind Shakuntala Mandir, Panipat, Panipat, Haryana, 132103, PAN No.: , as Power Of Attorney Holder for PARUL MALIK			
3	SUNIL MALIK , Father Name:Ajit Malik, Age: 56, Marital Status: ,Gender:Male, Occupation: Business, House No. 578, Model Town, Behind Shakuntala Mandir, Panipat, Panipat, Haryana, 132103, PAN No.: , as Power Of Attorney Holder for NAVNEET MALIK			

Party Name and Address	Photo	Thumb	Signature
VIKAS KATARIA Authorised Representative Of KIBANA DESIGNER HOMES LLP , Father Name: Rajinder Kataria , Age: 53, Marital Status: , Gender: Male, Occupation: Business, H. No – 743, Model Town, Opp Model Town Post Office, Panipat, Panipat, Panipat, Haryana – 132103, PAN No.:			KIBANA DESIGNER HOMES LLP  Designated Partner / Auth. Signatory

Witness:

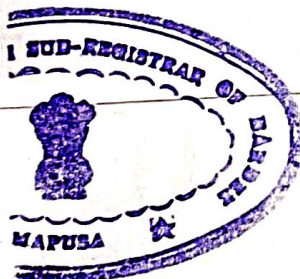
I individually/Collectively recognize the Developer, Owner, POA Holder,

Party Name and Address	Photo	Thumb	Signature
Name: LOKESH GIRISH BEIG , Age: 26, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Unmarried , Address: 403102, H. No. 1388 Chameram Chorao Chorao North Goa Goa - 403102, H. No. 1388 Chameram Chorao Chorao North Goa Goa - 403102, Chorao, Tiswadi, North Goa, Goa			
Name: ANAND MOHAN JHA , Age: 28, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403509, Survey Number 209/2 Zhor Waddo Behind St Anthony Hospital Bardez Anjuna Anjuna North Goa Goa - 403509, Survey Number 209/2 Zhor Waddo Behind St Anthony Hospital Bardez Anjuna Anjuna North Goa Goa - 403509, Anjuna, Bardez, North Goa, Goa			

Sub Registrar

SUB-REGISTRAR
BARDEZ

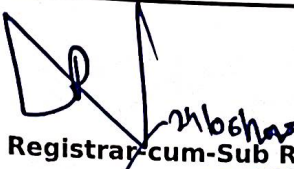
Document Serial Number :- 2025-BRZ-3449



document Serial No:-2025-BRZ-3449

Book :- 1 Document
Registration Number :- **BRZ-1-3344-2025**
Date : 24-Jun-2025

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


SUB-REGISTRAR
BARDEZ

