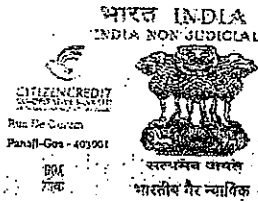


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For whom/ID Proof:
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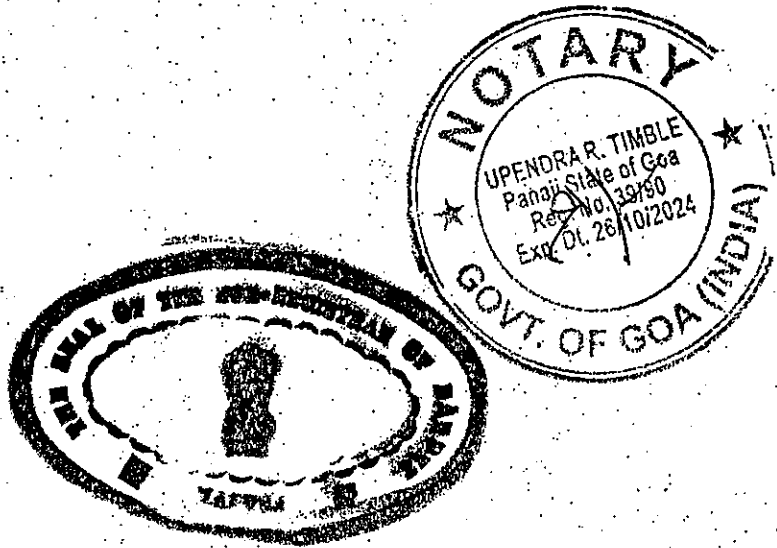
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Authorized Signatory



No. 2021-BR2-4533

29/11/2021

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made and entered into at
Mapusa, Bardez, Goa on this 10th day of November 2021.



BETWEEN

MRS. MADHURAM SRIDHAR wife of Mr. R.Sridhar, Daughter of Late Mr. S. Kumarswami Iyer, Age: about 53 years, Occupation: Business, Address: Ganapati Murugan Temple, AquemBaixo, Navelim, Salcete, Goa, PAN: [REDACTED], AadhaarNo. [REDACTED], Email id: madhuram1998@gmail.com, Mobile No.7387091263 hereinafter referred to as "THE OWNER" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include her heirs, executors and administrators) of the ONE PART;

AND

ADWALPALKAR CONSTRUCTIONS & RESORTS PVT. LTD., incorporated under Companies Act 1956, holding pan card no [REDACTED], having its office at 5th Floor, Smith Vandan Building, above IndusInd Bank, Nr. Taj Vivanta, St. Inez, Panaji, Goa, 403001, duly represented in this act by its Director, MR. MAHESH R. ADWALPALKAR, son of late Ramakant S. Adwalpalkar, age 66 years, married, business, holding PAN Card bearing No. [REDACTED], Aadhaar Card No. [REDACTED], Mobile No. 9822122933, Indian National, resident of "Indira" Horizon Residency Dona Paula, Goa, hereinafter referred to as "THE DEVELOPER" (which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART;

WHEREAS:

There exists property known as "COMYACHEM BHAT" (Northern Part) admeasuring an area of 2075.00 m², being distinct , separate and independent property , duly fenced on all sides , situated at Succoro, Taluka and Sub District of Bardez, District of North Goa , State of Goa , surveyed under no. 185/3 of Succoro village , which was later given a spate holding survey no. 185/3-A of Succoro Village , upon mutation and partition of the said property (More particularly described in schedule I mentioned hereunder and herein after to as SAID PROPERTY I.

AND WHEREAS the said property I originally belonged to one Ana Clotildes Filomena Coelho alias Clotilda Coelho alias Aninha Clotilda Marta Honorata Filomena Coelho , native of Succoro village .

AND WHEREAS by virtue of a Public Will dated 14th October, 1948 registered in the Judicial Division of Bardez, in the City of Mapusa , before Joaquim Filipe Pinto de Menezes , the said property alongwith other properties were bequeathed to her niece Ana Josefina Carmelina Coelho alias Lina , daughter of her brother Rafael Francisco Herculana Coelho .

AND WHEREAS the said Ana Josefina Carmelina Coelho alias Lina was inscribed in the Land Registration Office under number 42929 on 26th May , 1967.

AND WHEREAS the said Ana Josefina Carmelina Coelho alias Lina was married to Shri Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza , without any anti nuptial agreement .

AND WHEREAS vide Deed of Adoption dated 29th August , 1980 the said Ana Josefina Carmelina Coelho alias Lina and here husband Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza adopted from Mother Grace , Divine Providence Orphanage , Belgaum , two minor children Miss Sandra Benardina D'Souza and AllwinHarculano D'Souza .

AND WHEREAS the said Ana Josefina Carmelina Coelho alias Lina expired leaving behind her husband Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza and her adopted children Miss Sandra Benardina D'Souza and AllwinHarculano D'Souza.

AND WHEREAS vide Deed of Succession dated 16th May , 1991, the husband of Ana Josefina Carmelina Coelho alias Lina and the said Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza was declared as the sole and Universal heir of the said Deceased Ana Josefina Carmelina Coelho alias Lina.

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AND WHEREAS vide a Public Will dated 05th January 1991 , the said Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza distributed the properties belonging to his two adopted children .

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AND WHEREAS Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza expired on 05/01/1994 , leaving behind his adopted children Miss Sandra Benardina D'Souza and Allwin Harculano D'Souza as the surviving Legal heirs / Representatives .

AND WHEREAS by virtue of the said Public Will dated 05th January 1991, the property bearing survey no 185/3 of Village Succoro was bequeathed in favour of the son Allwin Harculano D'Souza .

AND WHEREAS vide Deed of Sale dated 02 April 2012 registered before the Sub Registrar of Bardez bearing no BRZ-BK1-02240-2012 Book 1 document dated 02/06/2012, the said Allwin Harculano D'Souza along with his wife Mrs. Shilpa D'Souza sold an area of 2075 m2 to Yashpal Raikar and Associates Buildtech Pvt. Ltd represented through authorized signatory Mr. Yashpal Raikar .

AND WHEREAS pursuant to the said Deed of Sale , Yashpal Raikar and Associates Buildtech Pvt. Ltd applied for Mutation and Partition and vide order dated 28th January 2013 passed an order directing Inspector of Survey and land Records , City Survey , Mapusa to carry out partition of the holding surveyed under number 185/3 of Succoro Village and the said property was separately surveyed under no. 185/3-A of Succoro Village in the name of YashpalRaikar and Associates Buildtech Pvt. Ltd.

AND WHEREAS Vide Deed of Sale dated 26/02/2013, registered under number BRZ-BK 1-01987-2013 CD number BRZD 481 Book -1 dated 10.04.2013 , the said Yashpal Raikar and Associates Buildtech Pvt Ltd ,as vendors, sold the said property I to Mr. Anand D. Angadi resident of Mandoppa, Navelim , Salcette and Mrs.Madhuram Sridhar resident Margao , jointly.

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AND WHEREAS vide Deed of Sale dated 18.12.2013. registered under Book 1 Document, Registration number BRZ-BK1-00405-2014 CD number BRZD617 on 04-02-2014, Mr. Anand D. Angadi along with his wife Mrs. Lalita Anand Angadi sold his half share in the said property I to Mrs. Madhuram Sridhar.

AND WHEREAS Vide Deed of Ratification dated 15/04/2014 registered before the Sub Registrar of Bardez at Mapusa, Miss Sandra Benardina D Souza ratified and confirmed the sale between Mr. Alwin Herculano D Souza and Yashpal Raikar and Associates Buildtech Pvt. Ltd .

AND WHEREAS there exists another property known as COMYACHEM BHAT , admeasuring an area of 700 m2, being distinct, separate and independent property, situated at Succoro, within the limits of Village Panchayat of Succoro , Taluka and Sub District of Bardez, District of North Goa , State of Goa , surveyed under survey no. 185/15 of Succoro Village (more particularly described in schedule II mentioned herein under.

AND WHEREAS the said property II originally belonged to one Ana Clotildes Filomena Coelho alias Clotilda Coelho alias Aninha Clotilda Marta Honorata Filomena Coelho , native of Succoro village .

AND WHEREAS by virtue of a Public Will dated 14th October, 1948 registered in the Judicial Division of Bardez, in the City of Mapusa , before Jaoaquim Filipe Pinto de Menezes , the said property alongwith other properties were bequeathed to her niece Ana Josefina Carmelina Coelho alias Lina , daughter of her brother Rafael Francisco Herculana Coelho .

AND WHEREAS the said Ana Josefina Carmelina Coelho alias Lina was inscribed in the Land Registration Office under number 42929 on 26th May , 1967.

AND WHEREAS the said Ana Josefina Carmelina Coelho alias Lina was married to Shri Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza , without any anti nuptial agreement .

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AND WHEREAS vide Deed of Adoption dated 29th August , 1980 the said Ana Josefina Carmelina Coelho alias Lina and here husband Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza adopted from Mother Grace , Divine Providence Orphanage , Belgaum , two minor children Miss Sandra Benardina D'Souza and Allwin Herculano D'Souza .

AND WHEREAS the said Ana Josefina Carmelina Coelho alias Lina expired leaving behind her husband Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza and her adopted children Miss Sandra Benardina D'Souza and Allwin Herculano D'Souza.

AND WHEREAS vide Deed of Succession dated 16th May 1991, the husband of Ana Josefina Carmelina Coelho alias Lina and the said Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza was declared as the sole and Universal heir of the said Deceased Ana Josefina Carmelina Coelho alias Lina.

AND WHEREAS vide a Public Will dated 05th January 1991 , the said Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza distributed the properties belonging to his to his two adopted children .

AND WHEREAS Francisco Pedro Joaquim D'Souza alias Peter F. D. Souza or Peter D'Souza expired on 05/01/1994 , leaving behind his adopted children Miss Sandra Benardina D'Souza and Allwin Herculano D'Souza as the surviving Legal heirs / Representatives .

AND WHEREAS by virtue of the said Public Will dated 05th January 1991, the property bearing survey no 185/3 of Village Succoro was bequeathed in favour of the son Allwin Herculano D'Souza .

AND WHEREAS the name of Remedio Inacio Coelho was wrongly recorded in the survey records of Survey no. 185/15 of Succoro Village.

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AND WHEREAS the said Remedio Inacio Coelho alias Remedies Inacio Coelho died on 9.7.1984 leaving behind his Widow and Moiety holder Smt. Lucia Elvira Senorinha de alias Lucy E Coelho and four children namely a) Joao Baptista Coelho alias John Baptista Coelho b) Camilo Dos Remedios Coelho c) Elroy dos Reis Coelho and d) Mrs. Maura Sarina Coelho

AND WHEREAS the said Joao Baptista Coelho died on 9.7.1995 leaving behind his widow and moiety holder Smt. Hazibai Abdulaziz Karim and his only child Vikram Coelho.

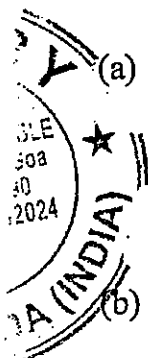
AND WHEREAS thereafter the said Lucia Elvira Senhorino de Souza died on 22.08.1996, leaving behind the confirming parties to the deed as the sole and universal heirs.

AND WHEREAS by irrevocable Agreement of Sale of Immovable Property dated 11.12.2009, registered before the Sub Registrar of Bardez at Mapusa bearing no. 479 at pages 212 to 230, Book I, Volume no. 2958 dated 06.04.2010, the Vendor in the said Agreement i.e. Mr. Allwin Herculano D'Souza alongwith his wife Shilpa D'Souza agreed to sell an area admeasuring 700.00 m² to Mr. Yashpal Raikar upon receipt of part consideration amount envisaged in the said Agreement, authorizing to develop the said property and to enter into agreement to sell with the prospective purchasers. The possession of the said property was also handed over to the said Yashpal Raikar.

AND WHEREAS vide Deed of Sale dated 15.05.2014, registered before the Sub Registrar of Bardez at Mapusa, the said Allwin Herculano D Souza as the Vendor, Yashpal Raikar and Confirming party no. 1, Mrs Camilo Dos Remedios Coelho and his wife Mrs. Pearl Coelho, Eloy Dos Reis Coelho and his wife Tessy Fidelis Coelho, Mrs. Maura Sarina Coelho and her husband Vincent Francis Gregory Athaide, Mrs. Hazibai Abdulaziz Karim and Vikram Coelho as Confirming parties no. 2 and Mrs Sandra Benardina D'Souza as the Confirming party no. 3, sold the said property II described in schedule II herein under to Mrs. Madhuran Sridhar, as the Purchaser. The Properties

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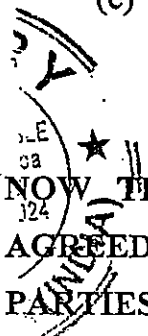
mentioned in schedule I and II are jointly hereinafter referred to as the Said Property.



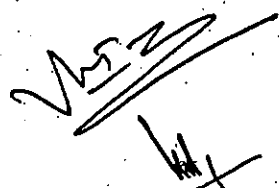
- (a) The OWNER is the sole and exclusive OWNER of the lands more particularly described in the Schedule I and II (jointly referred to as "THE SAID PROPERTY"). The OWNER is in possession of the said property as the OWNER of the same.
- (b) The said property is the self acquired and self occupied property of the OWNER and save and except the OWNER there are no other occupants in the said property.
- (c) The OWNER is desirous of developing the said property. The DEVELOPER has approached the OWNER with a proposal for development of the said property by constructing a Scheme / Project of 11 (Eleven) independent Row-houses/ villas with separate swimming pool for each row house, as may be permissible under the relevant provision of the Goa Town and Country Planning Act and the Village Panchayat Act and the Development Control Rules by consuming available Floor Space Index (FSI), premium FSI, area free of FSI, Transfer of Development Rights (TDR) and all other benefits directly and/or indirectly attached to the said property.
- (d) The main terms arrived between the parties for development of the said property are as under:-
 - (i) The OWNER shall make out free and marketable title to the said property.
 - (ii) DEVELOPER will construct 11 villas out of which 4 villas will be given to the land OWNERS. Each villa will be of 250 sq. mtrs (Super built up area) with a loading of 25% on carpet area for each villa, with the agreed amenities (hereinafter collectively referred to as "NEW PREMISES") and which is more particularly described in the **THIRD SCHEDULE** hereunder written.
 - (iii) The balance 7 (Seven) Villas / area after reserving area of "new premises" for the OWNER shall be available to the DEVELOPER for free sale in the open market

(hereinafter referred to as "DEVELOPER'S PREMISES")

- (e) The OWNER has agreed to permit the DEVELOPER to develop the said property for the consideration and on the terms and conditions recorded herein.


 NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The recitals mentioned hereinabove shall form an integral part of this Agreement.
2. The OWNER hereby, subject to the terms and conditions of this agreement, permits the DEVELOPER and the DEVELOPER shall develop at their own costs, efforts and expenses "the said property" more particularly described in the First Schedule hereunder written. For the development of the said property, the DEVELOPER shall be entitled to apply for and obtain all the necessary sanctions and permissions from all the concerned authorities for commencement and completion of the construction on the said property; to obtain possession of the said from the OWNER; and to construct and complete the construction work; to construct 11 Villas with swimming pool for each unit; to acquire Transfer of development rights as per prevalent Rules as may be applicable and to use and consume the same by putting up constructions; to use existing FSI, Premium FSI, any additional FSI, area free of FSI and all the benefits directly and/or indirectly attached to the said property; to provide the New Premises to the OWNER; to sell the free sale component to third parties and receive consideration thereof and to do all other acts, deeds, matters and things incidental or consequential thereto required for complete, proper and effective development of the said property. The grant of development rights in respect of the said property is coupled with the right to convey and transfer the said property by the OWNER at the instance, request and in place of DEVELOPER to the body of all the Purchasers in



the proposed new building/s which can either be a Society or Limited Company or Condominium.

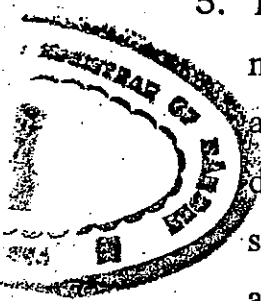
3. In consideration of the OWNER permitting the DEVELOPER to Develop the said property, the DEVELOPER shall provide the said New Premises to the OWNER "free of cost" in the new Project/ scheme to be constructed on the said property as under:-

- (a) The DEVELOPER shall carry out construction and hand over 4 (four) Row-house units/ villas with swimming pool for each unit with areas as mentioned in FOURTH SCHEDULE herein under written and specifications as provided in FOURTH SCHEDULE herein under written .
- (b) The DEVELOPER shall get approved and obtain sanction for the building plans in respect of the New Project/ Scheme from the Village Panchayat and the Town and Country Planning Authorities. The DEVELOPER shall also get all the requisite permissions from all other Authorities as may be required under prevalent Laws.
- (c) The 4 (Four) Villas to be given / handed over to the OWNER are marked in red in the Plans annexed hereto (Villa numbers 6, 7, 9 and 10). The DEVELOPER will be entitled to free sale of the remaining Villas.
- (d) The DEVELOPER shall obtain the necessary registration with RERA authorities prior to commencing any sale of the free sale components.
- (e) The New Premises shall be constructed for and on behalf of the OWNER by the DEVELOPER as a Contractor of the OWNER and the area/FSI for the same including the restricted areas pertaining to the new premises shall be deemed to have been retained by the OWNER.

4. That the DEVELOPER has agreed to perform their part of the agreement in due time and the DEVELOPER have agreed to keep deposited an amount of Rs.60,00,000/- (Rs.Sixty Lakhs Only) with the OWNER by way of Security deposit to guarantee performance of its obligations under this agreement. Rs.30,00,000/- (Rupees Thirty Lakhs only) has been paid at the time of execution of these presents and balance amount of Rs

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30,00,000/- (Rupees Thirty Lakhs only) shall be paid on obtaining Construction Licence/sanction for the building plans in respect of the new Project/Scheme. That after obtaining the completion certificate, handing over possession of the New Premises to the OWNERS herein, upon fulfillment of all the obligations under this agreement, the amount of the Security deposit shall be returned by the OWNER to the DEVELOPER. That in the event of non fulfillment of any of the obligations under this agreement the OWNER herein shall be entitled to forfeit the said Security deposit towards damages. That in case of delay in refunding the Security deposit by the OWNER after receipt of the possession of the New premises, the OWNER shall be liable to pay interest @ 12% p.a. on the said amount for the period of delay till its actual payment.



5. The DEVELOPER shall, for and on behalf of the OWNER and in the name of the OWNER, be entitled to submit to the Village Panchayat and all other concerned authorities plans for getting the said property developed. The DEVELOPER shall, at their own cost, get the said plans sanctioned by the concerned authorities. The DEVELOPER shall also at all times be entitled to alter and modify the building plans as they may desire and as permitted in accordance with the rules. The DEVELOPER shall at their own cost be entitled to appoint Architects, Contractors, Engineers, Supervisors, Labour etc. for development of the said property.
6. The DEVELOPER has agreed to develop the said premises as aforesaid free from all encumbrances and reasonable doubts of whatsoever nature and with the free, clear and marketable title. The OWNER, has prior to the execution of this Agreement, handed over to the Developers' Advocates and Solicitors true copies of all documents and title deeds relating to the said property for enabling the Developers' Advocates and Solicitors to investigate the OWNER's title to the said property and for the inspection of the originals of the same. The DEVELOPER has accepted the OWNER's title to the said property and the DEVELOPER shall not be entitled to administer any requisition on the title of the OWNER. However, the OWNER shall, if required, at the request of the

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DEVELOPER, execute such documents which may be necessary for the effective completion of the project

7. That the OWNER has on execution of these presents handed over the possession of the said property to the DEVELOPER for the purposes of carrying out development thereon.

8. The DEVELOPER shall commence the construction of the new project/scheme immediately on obtaining sanction for the building plans from the Village Panchayat and all Authorities as may be required under the Law.

9. The DEVELOPER shall complete the construction work of the New premise and hand over the same complete in all respects with amenities, fittings etc. within a period of 24 months from the date of Obtaining the Construction Licence from the Village Panchayat.

However, the DEVELOPER shall be entitled to an extension of 6 months for the completion of the project, in event of delay caused due to non availability of Cement, Sand, Stones, building materials or any hindrance caused due to unavoidable circumstances.

Provided that the DEVELOPER shall communicate to the OWNER in writing the difficulties faced during the execution of construction of the project.

Provided further, that such extension shall be granted by the OWNER, only if it is apparent that the project is nearing completion.

10. In the event the DEVELOPER is unable to commence any construction or can put up only part construction due to any action or inaction attributable to the OWNER or due to any event of force majeure, or any other similar event which is beyond the control of the parties, then in such an event, the date of performance of its obligations under this Agreement shall be deemed to have been suspended for the period equal to the delay caused

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by such an event. The Period shall be mutually agreed by the Parties in such eventuality.

11. DECLARATION OF TITLE AND WARRANTIES:

The OWNER hereby confirms, represents, declares and warrants to the DEVELOPER as under:-

- (i) The OWNER has not created any mortgage on the said property or subjected it to any encumbrances of whatsoever nature and that the OWNER is otherwise well and sufficiently entitled to the said property and that her title to the said property is free, clear and marketable. The OWNER shall produce the Original Deeds as and when Necessary for execution and sale of the Villas.
- (ii) No other person except the OWNER has any right, claim, interest or demand in respect of the said property or any part thereof;
- (iii) The OWNER has not entered into any agreement or arrangement, oral or written with regard to the sale and development of the said property.
- (iv) The OWNER has not made any commitment for sale, transfer or utilization of FSI/TDR in respect of the said property;
- (v) There are no orders from any Court or statutory authorities, which do not permit or which restrains the OWNER from entering into these presents.
- (vi) The OWNER shall render full assistance and co-operation to the DEVELOPER for the effective implementation of this Agreement.
- (vii) There is no notice from any Government (State or Central), Authority/Body or any Notice under any law including the Land Acquisition Act or any other statute has been received or served upon the OWNER and the property is not subject to any acquisition or requisition;
- (viii) The property is not subject to any easements or any restrictive covenants in the nature of easements or otherwise;

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(x) All the taxes and outgoings up to date in respect of the said property have been paid and there are no arrears of the same;

(ix)

There are no proceedings instituted by or against the OWNER in respect of the said property and pending in any Court or before any authority and the said property is not under any *lis pendens*;

The OWNER indemnifies the DEVELOPERS against any claim that may be made by third party against the OWNERS causing defect to the marketability of the title of the OWNER and/or causing hindrance or obstruction to the DEVELOPERS/ for peaceful use and occupation of the said land under this Agreement and in case of any defect/infirmity/deficiency in the title/development in respect of the said property from the documents and/or on account of claim of any other claimant in respect of the said property and/or from the objection including third party claims in respect of the said property if any received the OWNER shall take all appropriate steps to remedy the defect.

REPRESENTATIONS BY THE DEVELOPER:

The DEVELOPER has represented, declared, assured and warranted to the OWNER as under:-

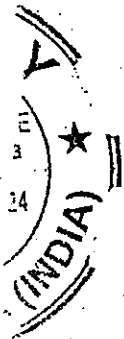
- (i) The DEVELOPER has the necessary expertise, infrastructure, financial ability and resources to perform the obligations, as mentioned in this Agreement and to carry out the development of the said agreement as envisaged herein;
- (ii) The DEVELOPER shall perform and complete all its obligations under this Agreement as per the dates and schedules specified herein; subject to force majeure or for other reasons beyond the control of the DEVELOPER.
- (iii) The DEVELOPER has completed independent title verification with regard to the title of the said property as provided herein and has agreed to develop the said property free from all encumbrances and reasonable doubts of whatsoever nature and with the free, clear and marketable title.

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(iv) The DEVELOPER shall obtain the completion certificate/Occupation Certificate in respect of the new premises to be constructed on the said property before offering the OWNER the said New Premises which the OWNER is entitled to get under this Agreement.

(v) The DEVELOPER shall construct the proposed New Project/scheme as per the applicable laws;

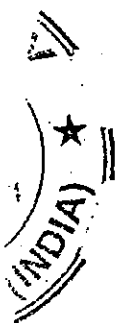
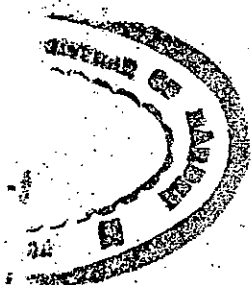
(vi) GST shall not be applicable or payable to the projects which are completed or in receipt of Occupancy Certificate. In the event, the said New Premises which the OWNER is entitled is sold to Third Party /Prospective Purchaser the appropriate GST shall be payable/charged from the Third Party / Prospective Purchaser. It is made clear that the provisions of the GST Act and the Circulars and the Notification issued by the Govt of India from time to time are applicable. Presently, in case of Joint Development Agreement or Transfer of Construction Services by DEVELOPER to Land Owner (Residential Real Estate Project) entered on or after 01.04.2019 for the transfer of development rights by land owner, GST need to be discharged by Developer or Builder under Reverse Charge Mechanism (Reference: * Rule 27 of Central Goods and Services Tax Rules, 2017 read with section 15 of Central Goods and Services Tax Act, 2017). In such event the DEVELOPER shall bear the same without liability on the OWNER. However, in case of any change in regulations in the event the liability is of the OWNER, then in such an event, the OWNER shall bear the GST for her share of the Villas which are unsold on the date of receipt of Occupancy Certificate as per prevailing laws without any liability on the DEVELOPER after taking abatement of land value available under the GST Act, in which case the full input tax credit available on the construction service rendered for the 4 villas of the OWNER will be credited to the OWNER and the details



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provided as per the methodology and calculation as per the GST Act. The DEVELOPER has prepared plans in respect of the said New Project/ Scheme to be constructed on the said property which are seen and approved by the OWNER and the same are annexed hereto as Annexure A-1 and the DEVELOPER agrees to construct the New Premises as per the said plans or as they may be modified while sanctioning by the Authorities for complying with the requirement of the DC rules. That there shall be no modification/change/alteration in respect of the area and location of the New Premises except with the written consent of the OWNER. The specifications for the said retained units will be as set out in the list marked and annexed hereto as THIRD SCHEDULE, which specifications have been agreed to and approved by the OWNER.

- (vii) The DEVELOPER shall bear Society Deposit, society/ Association formation charges, Maintenance charges. Panchayat tax, Infrastructure tax, Electrical Transformer Charges and appropriate Taxes/charges in respect of the New Premises to be allotted for the OWNER till the date of obtaining Completion Certificate/Occupancy Certificate. However, In the event the OWNER is selling, letting out, or agreeing to sell then said New Premises, the Prospective Purchaser shall pay all the above mentioned Monies/Charges.
- (viii) In the event that the OWNER requires the DEVELOPER to make any internal changes in the retained units or any change in the design or specifications of the said New Premises, the aforesaid period of completion, shall stand extended by the period required by the DEVELOPER to ascertain the feasibility thereof in consultation with the architects for the scheme, the time taken for making any changes in the overall scheme, and the time required for



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implementing the said changes including the time taken by the suppliers of the materials.

- (ix) On handing over possession of the New Premises to the OWNER, the OWNER shall be liable to pay to the DEVELOPER an amount of Rs. 5000/- per month per villa/row house towards maintenance charges till the formation of the Association of apartment OWNERS/ Society and handing over of the New Project/Scheme by the DEVELOPER to such Association/ Society.
- (x) The DEVELOPER shall provide for each Row House Unit of the New Premises, one three-phase meter electrical connection at the cost of the DEVELOPER. The DEVELOPER shall not change the common areas and amenities agreed to be provided to the new Project/scheme as set out in Third Schedule without specific written permission of the OWNER.
- (xi) If area of the New Premises is lesser than mentioned in Second Schedule, is given to OWNER than the DEVELOPER shall pay to the OWNER, the amount calculated at the rate of Rs.55000/- per Sq. meters carpet area. This amount will be paid by the DEVELOPER to the OWNER at the time when the DEVELOPER hands over the possession of the New Premises to the OWNER. If area is more than mentioned in Schedule II is given to the OWNER then the OWNER will not pay any extra or additional amount to the DEVELOPER.
- (xii) If within a period of five years, from the date of handing over the possession of the said New Premises to the OWNER, the OWNER brings to the notice of the DEVELOPER any defect in the said New Premises or any defect in the material used, then wherever possible, the defect if any brought to the notice of the DEVELOPER, it shall be certified by Architect Mr.Vinay Surve and Mr. Paresh Gaitonde after the joint inspection as a defect and on the certification of defect by Arch Vinay Surve and

INDIA)



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Mr. Paresh Gaitonde the same shall be rectified by the DEVELOPER at its own costs & in case it is not possible to rectify such defects, the OWNER shall be entitled to receive from the DEVELOPER the actual expenses for rectifying the said defects.

- (xiii) It is agreed between the parties that the warranty and maintenance of all equipment's like lifts/pumps/plumbing /fittings/lighting solar panels/inverter parking jacks, etc. will be arranged by the DEVELOPER during the warranty period free of cost.

13. The entire development work shall be carried out by the DEVELOPER at its own risk, costs and expenses. They shall bear and pay the Bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work as also all other costs, charges and expenses that may be incurred in regard to the development work. The DEVELOPER shall also keep harmless and indemnify and keep indemnified the OWNER against any claim that may be made by any one against the OWNER on account of the DEVELOPER carrying out the said development work. The DEVELOPER shall specifically ensure that the workmen employed for the purpose of carrying out the development work are insured under the Workmen's Compensation Act.

14. In respect of the delivery of possession of the New premises mentioned in Schedules III to be handed over by the DEVELOPERS to the OWNER in terms of this agreement, the following stipulations are agreed by the OWNER and DEVELOPERS:

- i) The developer shall complete the Construction within the stipulated time agreed and mentioned hereinabove i.e. within a period of 24 months from the date of Obtaining the Construction License including further legitimate extension of 6 months and thereafter obtain the Completion Certificate from Town and Country Planning.

The delivery of possession of the premises be done only after the DEVELOPERS has obtained a Completion Certificate from the Town and Country Planning in respect of the New Premises to

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be handed over. Any delay cause from Town and Country Planning department towards issuance of Completion Certificate, the period of possession, shall stand extended.

ii) (INDIA) ★
iii)

Once the SAID PREMISES are complete to be handed over as aforesaid, the DEVELOPERS shall inform the OWNER in writing, within 15 days.

The delivery of possession shall be acknowledged in writing by the OWNERS to the DEVELOPERS and the actual delivery of possession shall be given to the OWNER simultaneously upon the party of the FIRST PART, or their agent, signing and handing over the letter of acknowledgement to DEVELOPERS. Any amounts due and payable including the amount deposited as security deposit in terms of clause 4 hereinabove with the OWNER by or under this Agreement will be paid by the OWNER to the DEVELOPERS as described later in this Agreement before taking possession. In the event of the DEVELOPER failing to hand over the possession of the said New Premises to the OWNER completed in all respect along with the listed amenities, within the agreed period of 24 months or the extended period even after obtaining Completion Certificate without justifiable and reasonable cause the DEVELOPER shall be liable to pay to the OWNER a sum of Rs. 25,000/- per Month /per row-house unit as mutually agreed liquidated damages commencing from the date of the expiry of the such period till possession of the said New Premises is handed over to her, for a period of first six months beyond the agreed period (i.e. 24 months plus 6 months) and thereafter a sum of Rs.50,000/- per month / per row-house unit shall be paid to the OWNER.

15. The DEVELOPER shall form and register a Co-operative Society/Association of persons or a limited Company of all the purchasers of various premises in the newly constructed building/s and shall also admit/accept the OWNER as the member/shareholder of the same. The DEVELOPER shall at its costs and expenses execute allotment

152
144

agreement in favour of the OWNER in respect of the individual Row-house units. The Stamp Duty/ Registration Charges/fees if any shall be borne by the Society/Prospective Purchaser.

16. In the event of sale of the individual Row-house units out of the new premises, by the OWNER during the course of construction or prior to handing the possession to the OWNER, the DEVELOPER shall execute a tri-partite agreement with the new Purchaser and the OWNER as parties. The entire amount of consideration towards sale shall be receivable by the OWNER directly from the new Purchaser, subject to RERA restrictions. The new Purchaser shall in such an event be liable to pay GST, if any for the purchase of the said individual row-house unit.

17. The DEVELOPER is entitled and free to deal with and dispose of the DEVELOPERS PREMISES/ THE BALANCE 7 (SEVEN) VILLAS/ AREAS in the SAID PROPERTY, including entering into memorandum(s) of understanding, agreement(s) or deed(s) with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of any or all of their Villas (s)/ unit(s) in the SAID PROPERTY and receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard, The OWNER hereby ratify such agreements limited to DEVELOPERS PREMISES/ THE BALANCE 7 (SEVEN) VILLAS.

18. That the DEVELOPER's nominees/Purchaser/allottees shall be free to raise financial assistance from any financial institution of their choice pertaining to the respective villas/units allotted in the DEVELOPERS PREMISES.

19. The OWNER shall at the request and demand of the DEVELOPER make and execute a proper Deed of Conveyance and all other necessary writings, documents and papers to complete the title agreed to be given in respect of the said property and such Conveyance shall be in favour of the Co-operative Housing Society, Limited Company or Condominium as

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may be formed by various Purchasers of the newly constructed premises on the said property.

20. During the subsistence of this Agreement neither party shall enter into any arrangement or agreement in respect of the said property or for grant of the development rights in respect thereof with any third person or party.

21. The DEVELOPER shall upon execution of this agreement and on payment of deposit amount to the OWNER, in terms of Clause 4 above be entitled to proceed with the development of the said property and commence construction on the said property and also to allot on Ownership basis the constructed premises viz. row house units/ villas, in the proposed new Project/Scheme constructed on the said property or in any part of the said property to the prospective purchasers (except the New premises to be constructed for the OWNER) and for that purpose to enter into in their own name agreements or letters of allotment or such other writings or documents for sale of Units/Row-house/ Villas etc. in the said property and to receive and retain with them all the moneys from the persons to whom the said premises are sold or allotted and to appropriate the same in such manner as the DEVELOPER may deem fit. All the moneys which shall be received by the DEVELOPER from such persons shall belong to the DEVELOPER and will be received by them on their own account. The OWNER shall also not be liable or responsible to any such persons so far as the said moneys are concerned either for refund thereof or for any mis-application or non-application thereof or part thereof. However the DEVELOPER shall not part with possession of the newly constructed premises to third parties unless and until the DEVELOPER has first offered the OWNER vacant and peaceful possession of the said New Premises to the OWNER with Occupation Certificate and expiry of 15 days thereafter.

22. The DEVELOPER shall not at any time cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconveniences, suffering, hardship or

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disturbance to the OWNER or to the occupants of the neighbouring properties.

23. The stamp duty and registration charges and all other incidental expenses in respect of this Agreement and all other documents in connection with the development of the said property, shall be borne and paid by the DEVELOPER.

24. If either party commits breach of any of the terms and conditions of this Agreement, the aggrieved party shall give notice to the defaulting party to remedy the breach within a period of 60 days from the date of notice. If the defaulting party fails to do so, this agreement shall ipso facto stand terminated, which termination shall be without prejudice to the rights and remedies available to the aggrieved party in law.

25. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all or any prior negotiations, representations or agreements, either oral or written and shall be legal, binding and capable of specific performance thereof.

26. Any notice to be given hereunder by a Party to the other Party shall be in English and shall be sent by Registered Post with Acknowledgement Due / Courier to the other Party at the address stated in the title of this Agreement above.

27. In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

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28. It is not the intention of the parties by virtue of these presents to enter into partnership and neither party shall represent itself as an agent of the other.

29. The Courts at State of Goa shall have exclusive jurisdiction to try and entertain all disputes between the parties hereto.

30. Total market value of the SAID PROPERTY for the purpose of registration and stamp duty is Rs.3,33,20,000/- (Rupees Three Crores Thirty Three Lakhs and Twenty Thousand Only) and accordingly stamp duty of Rs.9,66,500/- (Rupees Nine Lakhs Sixty Six Thousand Five Hundred Only) is Affixed to this Agreement borne by the DEVELOPER.

THE FIRST SCHEDULE ABOVE REFERRED TO:

("THE SAID PROPERTY")

SCHEDULE - I

All that property known as "COMYACHEM BHAT" admeasuring 2075 sq.mts. Presently Surveyed under survey No. 185/3A of Socorro village, Bardez, Taluka, Goa described in land registration office under no 51972, not found enrolled in the Taluka Revenue Office, This property is bounded as under:-

On the East: By Survey No. 185/4-E, 185/4-F, 185/4-G, 185/4-H, 185/4

On the west: - By Survey No. 185/15

On the North:- By other part of the property bearing survey No. 185/3

On the South :- By Road

SCHEDULE - II

All that property known as "COMYACHEM BHAT" 700 sq.mts. Presently Surveyed under survey No. 185/15 of Socorro village, Bardez, Taluka, Goa, described in land registration office under no 51972, not found enrolled in the Taluka Revenue Office This property is bounded as under:-

On the East: By property bearing survey No. 185/3A of Socorro Village

On the west: - By property bearing survey No. 185/1 of Socorro Village

On the North:- By property bearing survey No. 185/2 of Socorro Village

On the South :- By Road.

The Properties mentioned in schedule I and II are jointly hereinafter referred to as the SAID PROPERTY.

The Properties mentioned in schedule I and II are jointly hereinafter referred to as the SAID PROPERTY.

TABLE
3 of 3
39/90
15/10/2024

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said New Premises to be provided to the OWNER)

Proposed VILLA /UNIT	Proposed Super Built Up Area
06	250.00 Sq Mts
07	250.00 Sq Mts
09	250.00 Sq Mts
10	250.00 Sq Mts

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the amenities to be provided to the OWNER)

List of Amenities & Specifications

SCHEDULE -V

(Specification)

1) STRUCTURE:

RCC structure per designs approved by the authorities.

2) WALLS:

The external walls shall be of 20 cm. laterite /concrete blocks and internal wall in concrete brick/tradition bricks.

Wall tiling in Bathrooms –Tiles of reputed brand.

3) FLOORING:

a) Nitco/Kajaria/Somani

4) FITTINGS:

a) Sanitary Fittings –of reputed brand.

b) Bath Fittings – of reputed brand.

c) Electrical Fittings – of reputed brand.

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5) PAINT:

Asian paints/Dulux.

6) DOORS:

a) Entrance Door – Door with Teak wood finish on both sides.

b) Internal Doors – flush doors.

7) WINDOWS:

aluminium sliding windows.

Toilet window will be powder coated aluminum adjustable louvers with 4 mm frosted glass.

8) ELECTRICAL INSTALLATION:

3 phase electrical connection with premium quality concealed wiring and modular switches of reputed brand.

9) WATER TANK: RCC sump Tank and Sintex overhead tank will be provided.

ANNEXURE -A

AREA STATEMENT

DESCRIPTION	AREA	DESCRIPTION	AREA
(SQM)		(SQM)	
<u>GROUND FLOOR</u>		<u>FIRST FLOOR</u>	
<u>CARPET AREA</u>		<u>CARPET AREA</u>	
MASTER BEDROOM	11.02	MASTER BEDROOM	10.688
MASTER BATHROOM	3	MASTER BATHROOM	3.25
COMMON BATHROOM	3.25	MASTER BEDROOM	10.656
KITCHEN	8.64	MASTER BATHROOM	3
PASSAGE	3.9625	PASSAGE	4.98
LIVING ROOM	26.65	SITTING AREA	22.939

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	56.52	BEDROOM	14.56
			70.073
<u>INTERNAL STAIRCASE AREA</u>		<u>INTERNAL STAIRCASE AREA</u>	
STAIRCASE AREA	6.2725	STAIRCASE AREA	6.2725
<u>BALCONY AREA</u>		<u>BALCONY AREA</u>	
M. BEDROOM BALCONY	6.175	M. BEDROOM BALCONY	6.38
ENCL. BALCONY	5.155	M. BEDROOM BALCONY	6.23
LIVING ROOM BALCONY	6.63	SITTING AREA BALCONY	6.705
	17.96	BEDROOM BALCONY	6.79
			26.105
<u>EXTERNAL WALL AREA</u>		<u>EXTERNAL WALL AREA</u>	
EXTERNAL WALLS	8.826	EXTERNAL WALLS	8.368

TOTAL CARPET AREA	126.60
TOTAL BALCONY AREA	44.07
TOTAL INTERNAL STAIRCASE AREA	12.545

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TOTAL EXTERNAL WALL AREA	17.194
TOTAL BUILTUP AREA (SQM)	200.40
TOTAL SUPER BUILTUP AREA (SQM)	250.50

MATERIAL SPECIFICATION

- SANITARY FITTINGS - JAQUAR
- ELECTRICAL FITTINGS - ANCHOR ROMA, LEGARAND
- TILES - NITCO / KAJARIA
- HARDWARE - REPUTED BRAND
- INTERNAL DOORS - ELEGANT FLUSH DOORS

Or Equivalent or higher quality

IN WITNESS WHEREOF the parties hereto shall hereunto set and subscribed their respective hands and seal the day and year first hereinabove written.

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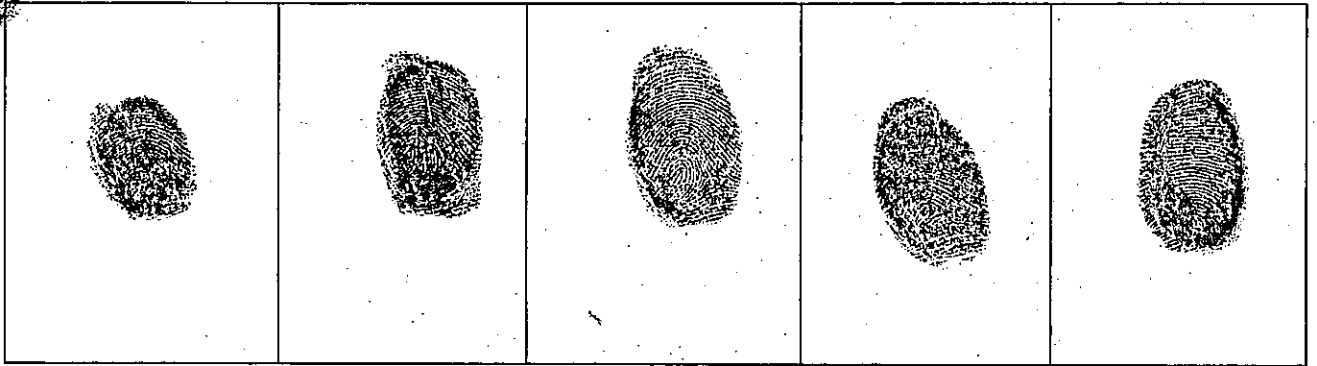
SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED
"MRS. MADHURAM SRIDHAR"



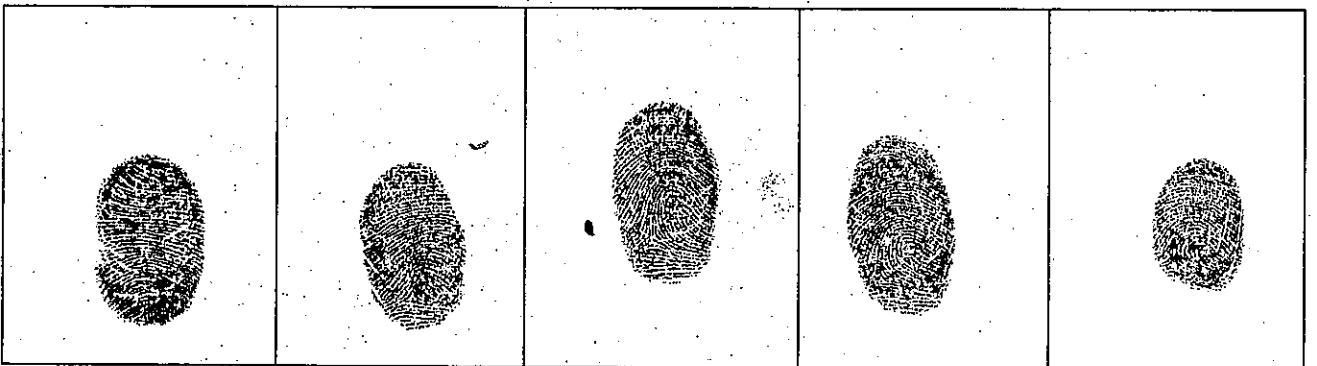
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MRS. MADHURAM SRIDHAR

LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



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SCALE : 1:1000

SITE PLAN

OF THE LAND BEARING SUB DIV. No. 3(PART), 15
OF SURVEY NO. 185 SITUATED AT
SOCORRO VILLAGE OF BARDEZ TALUKA

 AREA OF THE PLOT 'A' 2075 Sq. Mts.

 AREA OF THE SUB. DIV 15 700 Sq. Mts.

SURVEY No. 185

4-A

4-B

4-C

4-D

4-E

4-F

4-G

4-H

PLOT A

3

4

2

1

15

7.00

16.25

26.50

58.50

109.80

88.50

41.00

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11-11-11
11/11/11



Government of Goa

Document Registration Summary 2

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

Print Date & Time: - 29-Nov-2021 11:20:09 am

Document Serial Number :- 2021-BRZ-4533

Presented at 10:53:38 am on 29-Nov-2021 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	966300
2	Registration Fee	999600
3	Processing Fee	1420
Total		1967320

Stamp Duty Required :966300/-

Stamp Duty Paid : 966500/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	DILIP KRISHNA NAIK AS POA FOR EXECUTION ON BEHALF OF MR MAHESH R ADWALPALKAR DIRECTOR OF ADWALPALKAR CONSTRUCTIONS AND RESORTS PVT LTD Father Name:KRISHNA NAIK, Age: 59, Marital Status: ,Gender:Male,Occupation: Service, Address1 - ADWALPALKAR RESIDENCY DONA PAULA TISWADI GOA, Address2 - , PAN No.: [REDACTED]			

Executer

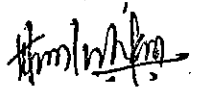
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	MADHURAM SRIDHAR , Father Name:S KUMARSWAMI IYER, Age: 53, Marital Status: Married ,Gender:Female,Occupation: Business, GANAPATI MURUGAN TEMPLE AQUEM BAIXO NAVELIM SALCETE GOA, PAN No.: [REDACTED]			
2	MADHURAM SRIDHAR , Father Name:S KUMARSWAMI IYER, Age: 53, Marital Status: Married ,Gender:Female,Occupation: Business, GANAPATI MURUGAN TEMPLE AQUEM BAIXO NAVELIM SALCETE GOA, PAN No.: [REDACTED]			
3	DILIP KRISHNA NAIK AS POA FOR EXECUTION ON BEHALF OF MR MAHESH R ADWALPALKAR DIRECTOR OF ADWALPALKAR CONSTRUCTIONS AND RESORTS PVT LTD , Father Name:KRISHNA NAIK, Age: 59, Marital Status: ,Gender:Male,Occupation: Service, ADWALPALKAR RESIDENCY DONA PAULA TISWADI GOA, PAN No.: [REDACTED] , as Power Of Attorney Holder for MAHESH R ADWALPALKAR DIRECTOR OF ADWALPALKAR CONSTRUCTIONS AND RESORTS PVT LTD			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
4	DILIP KRISHNA NAIK AS POA FOR EXECUTION ON BEHALF OF MR MAHESH R ADWALPALKAR DIRECTOR OF ADWALPALKAR CONSTRUCTIONS AND RESORTS PVT LTD , Father Name:KRISHNA NAIK, Age: 59, Marital Status: ,Gender:Male,Occupation: Service, ADWALPALKAR RESIDENCY DONA PAULA TISWADI GOA, PAN No. [REDACTED], as Power Of Attorney Holder for MAHESH R ADWALPALKAR DIRECTOR OF ADWALPALKAR CONSTRUCTIONS AND RESORTS PVT LTD			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: MANISH SALKAR, Age: 52, DOB: 1969-06-01 , Mobile: 9823104570 , Email: , Occupation: Advocate , Marital status : Married , Address: 403002, F NO.U/G-3, F NO.U/G-3, ADWALPALKAR SHELTERS BLOCK E, CARANZALEM GOA , Panaji, Tiswadi, NorthGoa, Goa			
2	Name: SURAJ S SHITOLE, Age: 35, DOB: 1986-03-11 , Mobile: 9130478710 , Email: , Occupation: Advocate , Marital status : Married , Address: 403521, B/7/8 POLICE QUARTERS PORVORIM GOA, B/7/8 POLICE QUARTERS PORVORIM GOA, Penha-de-franca, Bardez, NorthGoa, Goa			


Sub Registrar

SUB-REGISTRAR

BARDEZ

Document Serial Number :- 2021-BRZ-4533

Document Serial No:-2021-BRZ-4533

Book :- 1 Document

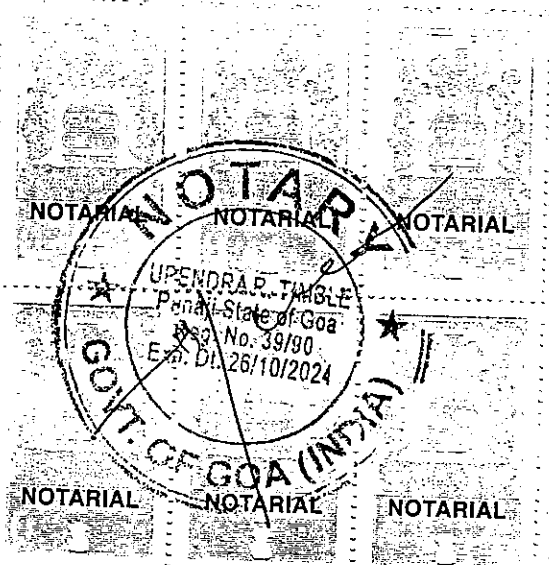
Registration Number :- BRZ-1-4403-2021

Date : 29-Nov-2021

U. R. Timble

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

SUB-REGISTRAR
BARDEZ



TRUE COPY

U. R. Timble

Reg. No. 26/15/1204 dated 13/12/2021

NOTARY

PANAJI STATE OF GOA (INDIA)

U. R. Timble

ADVOCATE & NOTARY

F08, 1st Floor,

Atmaram Commercial Complex,

Dr. A. B. Road, Panaji - Goa.