



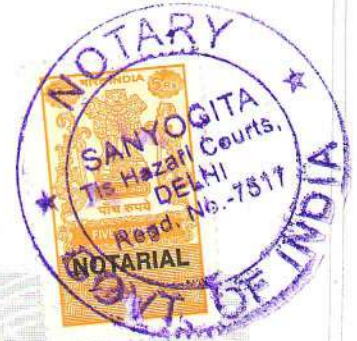
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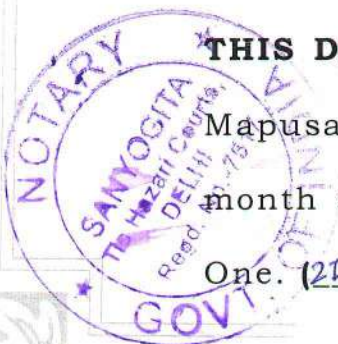
Certificate No.	: IN-DL28985120542533T
Certificate Issued Date	: 11-Jan-2021 12:58 PM
Account Reference	: IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85750361412286130582T
Purchased by	: VIANAAR PROPERTIES PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VIANAAR PROPERTIES PRIVATE LIMITED
Second Party	: VIANAAR INFRA LLP
Stamp Duty Paid By	: VIANAAR PROPERTIES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT FOR SALE is made at
 Mapusa, Taluka, Bardez - Goa, on this 21st day of the
 month of January of the year Two Thousand and Twenty
 One. (21/01/2021)



[Signature]

[Signature]

Statutory Alert:

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

BETWEEN

VIANAAR PROPERTIES PRIVATE

LIMITED a duly registered Company,

having corporate identity no. CIN:

U70100MH2013PTC245929, PAN Card no

██████████, having Registered office at

Flat No 308, 3rd Floor, Hiren Light Indust.

Co. OP. Soc, Mogul Lane,

Mahim(West)Mumbai , Mumbai City Mh

40016 IN, represented by one of their

Director **MRS. NEELAM NAGPAL**, wife of

Vijay Kumar Nagpal, aged 61 years,

businesswoman, married, Indian National,

resident of 97- B, Manekshaw Road,

Anupam Garden, Sainik Farm, New Delhi-

110062, , hereinafter referred to as "**LAND**

OWNERS" (which expression shall unless

repugnant to the context or meaning thereof

be deemed to mean and include his heirs,

executors, administrators, legal

representatives and assigns), of the, **FIRST**

PART;

AND

VIANAAR INFRA LLP, a Limited Liability

Partnership, PAN Card no. ██████████,

LLPIN AAP-0902, having their Registration

office at 378, MMM Road Amritsar PB 143001

IN, represented by its Partner Director **MR.**



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AKSHAY CHAUDHRY son of Lt. Col. Ajay Chaudhry, 34 years of age, Holder of PAN Card no. [REDACTED], Indian National, resident of E-47, Sector-39, Noida, U.P-201301, hereinafter referred to as "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns), of the, **SECOND PART;**

WHEREAS there exist an immovable property denominated as 'VAGATOR' admeasuring 3850 sq. mts. situated in Village Anjuna, within the limits of the Village Panchayat of Anjuna, Bardez Taluka, Sub District of Bardez, District of North Goa and State of Goa, which property is neither found to be inscribed nor described in the Land Registration Office of Bardez and also not enrolled in the Taluka Land Revenue Office, which property comprised of old cadastral survey no.2851 of village Anjuna and presently surveyed under Survey No. 242, Sub-division No. 0, (Survey No. 242/0) of Village Anjuna, Bardez. (Hereinafter referred to as the "**Said Property**", which is more particularly described in Schedule I herein below).



A. Chaudhry
For 9/11/2017

AND WHEREAS the said property was originally belonged to Maria Clotildes Albuquerque alias Maria Clatilda Albuquerque.

AND WHEREAS an Inventory proceedings came to be initiated by Mr. Vijay Albuquerque alias Vijay Alex Amos Albuquerque before the Civil Judge Senior Division at Mapusa on the death of his aunt i.e Miss Maria Clotildes Albuquerque alias Maria Clatilda Albuquerque which came to be registered as Inventory Proceedings bearing no 223/2010/B.

AND WHEREAS the said Miss Maria Clotildes Albuquerque alias Maria Clatilda Albuquerque who was a spinster expired on 04/07/1968 at Anjuna, Bardez-Goa without leaving behind any gift, will or testamentary disposition of her last wishes but have left behind her nieces and nephews and their children which are as follows:

- 1) Miss Edna Olive de Mello, d/o late Artemezia Albuquerque and late Silverio de Mello, Spinster,
- 2) Miss Violet De Mello, d/o late Artemezia Albuquerque and late Silverio de Mello, Spinster,
- 3) Mr. Vijay Alex Amos Albuquerque, S/o Late Amos Leo Albuquerque and Late Violeta Maria Clotilde de Menezes married to Blossom Adelaide Albuquerque.



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J. L. M.

4) Peter Anthony Almeida, S/o Late Florence Albuquerque and late James Wilfred Almeida married to Sylvia Braganza, the former died on 28/7/1996 at Panjim leaving behind his 3 children namely:

- a) Miss Sharon Almeida (Spinster)
- b) Mr. Shiffault Almeida (Bachelor)
- c) Miss Sharlene Almeida married to Merrick Loreto Pinto

5) Mrs. Therese Philomena Almeida, d/o Late Florence Albuquerque and late James Wilfred Almeida married to Godfrey Saldanha, the latter expired in December 1997 at Igatpuri without leaving behind any will, gift or testamentary disposition of his last wishes but leaving behind his 4 children namely

- a) Mrs. Edalin Saldanha married to Mr. Patrick John Fernandes
- b) Mr. Allen Saldanha (Bachelor)
- c) Mr. Russel Saldanha (Bachelor)
- d) Mrs. Shirley Fernandes married to Mr. Terry Fernandes.



AND WHEREAS the said property came to be enlisted as ITEM NO XXVI in the Description of Assets in the said Inventory Proceedings bearing no 223/2010/B filed before the Civil Court Senior Division at Mapusa.

AND WHEREAS a TERMS OF SETTLEMENT/COMPROMISE came to filed before the before the Civil Court Senior Division at Mapusa in Inventory Proceedings bearing no 223/2010//B whereby it was agreed that property mentioned at Item No XXVI are allotted jointly to Mr. Vijay Alex Amos Albuquerque his wife Blossom Adelaide Albuquerque, Ms. Sharon Almeida, Mr. Shiffault Almeida, Mrs. Shaleen Elaine Almeida alias Shaleen Almeida alias Sheleen Pinto her husband Mr. Merrick Loreto Pinto and Mrs. Theresa Philomena Almeida alias Theresa Philomena Saldanha in the following manner/proportion/shares mentioned below:

- ½ share to Vijay Alex Amos Albuquerque and his wife Blossom Adelaide Albuquerque.
- 3/24th share to Ms. Sharon Almeida.
- 1/24th Share to Mr. Shiffault Almeida.
- 1/12th share to Shaleen Elaine Almeida alias Shaleen Almeida alias Shaleen Pinto and her husband Merrick Loreto Pinto.
- 1/4th Share to Mrs. Theresa Philomena Almeida alias Theresa Philomena Saldanha



AND WHEREAS on basis of the Terms of Settlement/compromise a chart of partition was accordingly drawn which came to be confirmed by the Civil Judge Senior Division at Mapusa in Inventory

Proceedings bearing no 223/2010/B wherein the said Vijay Alex Amos Albuquerque and his wife Blossom Adelaide Albuquerque, Ms. Sharon Almeida, Mr. Shiffault Almeida, Mrs. Shaleen Elaine Almeida alias Shaleen Almeida alias Shaleen Pinto and her husband Merrick Loreto Pinto and Mrs. Theresa Philomena Almeida alias Theresa Philomena Saldanha became owners of their respective shares.

AND WHEREAS pursuant to the Inventory proceeding bearing no 223/2010/B filed before the Civil Judge Senior Division at Mapusa a Deed of Sale dated 04/01/2018 which came to be executed before the Sub-Registrar of Mapusa under registration no BRZ-BK1-00071-2018, CD No BRZD792 dated 4/1/2018, the said Ms. Sharon Almeida, Mr. Shiffault Almeida, Mrs. Shaleen Elaine Almeida alias Shaleen Almeida alias Shaleen Pinto her husband Merrick Loreto Pinto and Mrs. Theresa Philomena Almeida alias Theresa Philomena Saldanha has sold their ½ or 50% of their undivided share i.e. 1925 square meters totally admeasuring 3850 square meters in favor of Mrs. Maria Cristina Rita Pinto Do Rosario and RVS Property Developers and Consultants Private Limited



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AND WHEREAS vide Deed of Sale dated 04/01/2018 the said Mrs. Maria Cristina Rita Pinto Do Rosario and RVS

Property Developers and Consultants Private Limited have got their names mutated in the 50% undivided share i.e 1925 square meters totally admeasuring 3850 square meters vide mutation no 62722 before the Mamlatdar of Mapusa.

AND WHEREAS pursuant to the Inventory proceeding bearing no 223/2010/B filed before the Civil Judge Senior Division at Mapusa a Deed of Sale 16/4/2018 came to be executed before the Sub Registrar of Bardez under registration no BRZ-BK1-01757-2018, CD no BRZD797 dated 17/4/2018, the said Mr. Vijay Alex Amos Albuquerque along with his wife Mrs. Blossom Adelaide Albuquerque sold their ½ or 50% undivided share i.e 1925 square meters totally admeasuring 3850 square meters in favor of Mrs. Maria Cristina Rita Pinto Do Rosario and RVS Property Developers and Consultants Private Limited.



AND WHEREAS vide Deed of Sale dated 16/4/2018 the said Mrs. Maria Cristina Rita Pinto Do Rosario and RVS Property Developers and Consultants Private Limited have got their names mutated in the remaining 50% undivided share i.e 1925 square meters totally admeasuring 3850 square meters vide mutation no 64458 before the Mamlatdar of Bardez.

S. Chauhan
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AND WHEREAS vide Deed of Sale dated 04/01/2018 and Deed of Sale dated 16/4/2018 the said Mrs. Maria Cristina Rita Pinto Do Rosario and RVS Property Developers and Consultants Private Limited have become the absolute owners in possession of the SAID PROPERTY.

AND WHEREAS upon being the owners in possession of th said property Mrs. Maria Cristina Rita Pinto Do Rosario and RVS Property Developers and Consultants Private Limited thereafter wards sold the Said Property to the Land Owner Vianaar Properties Private Limited vide Deed of Sale dated 24/11/2020, duly registered before the Sub-Registrar of Bardez bearing Registration No. BRZ-BK1-2977-2020 dated 24-11-2020 Pursuant to the said Sale Deed, the Land Owner became the absolute and lawful owners in possession of the Said Property.



AND WHEREAS the Land Owners are the absolute owner and in possession of the Said Property, and are desirous of granting right of developing rights of the Said Property and its commercial exploitation to a developer.

AND WHEREAS the Developer is engaged in the business of developing land into residential and other projects, and its commercial utilization by marketing and selling the constructed units;

A. Chauhan
7-11-2020

AND WHEREAS the Land Owners have agreed to grant the development and commercial utilization rights of the Said Property to the Developer and the Developer has agreed to accept it, subject to the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

Development of the Said Property

1. Developer shall develop and construct residential buildings and associated structures with a total super built-up area of, subject to compliance with applicable laws on floor area ratio (FAR), at least 3850 square meters on the Said Property (hereinafter referred to as 'Residential Units'). For this, Land Owners grant to the Developer the right of development and commercial utilization of the Said Property, and the license to enter into the Said Property to do the foregoing.



2. Without prejudice to the generality of the development rights granted under the above clause, the Developer shall:
- At its own cost, complete the design for the Residential Units. Developer shall prepare this design as per building laws and will take into account the permitted floor area ratio (FAR). Developer shall then hand over the designs to the Land Owners.
 - Developer shall work to obtain approval for home/flat/villa loan facility from banks for

A. Chauhan
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the benefit of the prospective buyers of the Residential Units.

- c) Developer shall obtain (i) technical clearance and other approvals from the Town and Country Planning Department, Goa; (ii) permission from the Panchayat; (iii) permission for cutting the trees and other vegetation on the Said Property; and (iv) any other approval required for commencing construction of the Residential Units.
- d) Developer shall then, at its own cost, develop and construct the Residential Units within a period of 36 months. Further, development and construction of the Residential Units means that the Developer shall develop and construct the Residential Units such that they are ready for being applied for completion certification, occupancy certificate, and electricity and water connections
- e) The time period specified in sub-clause (d) above excludes days on account of delays caused by *force majeure* events. *Force majeure* events means any event that is beyond the control of the Developer, or any event that the developer could not foresee; and which event affects the performance of Developer's obligations. Illustrative examples of *force majeure* events include acts of God like earthquake and flood, riots, lockdowns or civil commotion, and directions by statutory or



H. Chauhan
9.11.17

governmental authorities or court order delaying construction activities. Developer undertakes to keep the Land Owners adequately informed about the happening of any *force majeure events*.

f) Upon development and construction of the Residential Units, Developer shall obtain the completion certificate, occupancy certificate, and electricity and water connections for the properties.

3. For the purposes of the above, Developer has the right to:

a) Apply for and obtain clearances, permissions and approvals that the Land Owners are not required to obtain under this agreement;

b) Sign application, writings, papers, undertakings and such other documents in relation to the above;

c) Enter upon the Said Property with men and material as may be required for the development work and demolish any existing structures on the Said Property and erect new buildings and constructions;

d) Appoint architects, contractors, sub-contractors, surveyors etc. As may be required and supervise their work in respect of the development of the Said Property;

e) Apply for modifications of the designs and



Handwritten signature: S. Chauhan
Handwritten date: 27.01.2024

building plan from time to time, if required;
and

f) Obtain adequate insurances.

Marketing and sale of Residential Units

4. Developer has the right to commercially exploit, market and sell the present or future properties in the Residential Units at any stage that it deems fit. For this, Land Owners grant the Developer necessary rights.

5. Without prejudice to the generality of the above clause-

a. Developer may enter into agreement to sell of flats/Villas/units of the present or future properties in the Residential Units on ownership basis with prospective buyers. Developer shall determine the content of those agreements;

b. Developer shall determine the price at which the present or future properties in the Residential Units shall be sold to prospective buyers. However, the Developer shall determine *this* price only in consultation with the Land Owners;

c. Developer has the right to execute necessary documents including agreements to sell and get them registered with the concerned authorities along with the Land Owners as the confirming party;

d. Land Owners shall sign the sale deeds as per the instructions and directions of the



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Developer;

- e. Developer has the right to sell and dispose of the Residential Units along with the gardens, parking area, common area etc. at the price determined in sub-clause (b) above; and
- f. Developer has the right to enforce the terms and conditions of the agreements to sell with the prospective buyers including receiving installment amounts;
- g. Developer shall be responsible to collect and deposit GST wherever applicable on sale of residential units.
- h. Developer shall be responsible to complete compliance under all statutory laws including RERA.

Payment to the Developer and Indemnity

- 6. Developer shall receive 22% of the gross revenue from the sale of all properties in the Residential Units. Land Owners shall receive the remaining revenue from the sale of all properties in the Residential Units.
- 7. Land Owners shall indemnify and keep the Developer indemnified from and against any losses, claims and expenses suffered and incurred by the Developer on account of or in connection with (i) non-performance by the Land Owners of its obligations under this agreement; (ii) Wrongful Termination (as defined in clause 18) of this agreement; and (iii) any other mala-fide act of the Land Owners.



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8. Developer shall indemnify and the keep the Land Owners indemnified from and against any losses, claims and expenses suffered and incurred by the Land Owners due to an order of a court or judicial authority against the Land Owners pursuant to a legal action by a prospective buyer under the agreement for sale between the Developer and the said prospective buyer for the Residential Units.

Representations, warranties and undertakings

9. Land Owners represent, warrant and undertake as follows:

- a) All the representations contained in the recitals are true, correct and complete.
- b) Land Owners are the absolute owner and in possession of the Said Property;
- c) The Said Property is free from all encumbrances, prior claims and claims of adverse possession, and the Land Owners undertake not to create any encumbrances on the Said Property in future;
- d) There is no pending legal proceeding with respect to the Said Property;
- e) Land Owners undertake to enter into and execute all such documents and deeds that may be required for giving effect to this Agreement, and agreement to sell or sale deed in favour of prospective buyers of properties in the Residential Units; and



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Termination

10. This agreement can be terminated or discharged only in accordance with the provisions of the Indian Contract Act, 1872. Any other termination of this agreement by either the Developer or the Land Owners shall be 'Wrongful Termination'.

Miscellaneous

11. In relation to the development of the Said Property, Developer may accept service of writ or summons or any such legal summons on behalf of the Land Owners and appear in any court or before any authority as the duly constituted attorney. Developer may also sue, prosecute, or institute other legal proceedings on behalf of the Land Owners.

12. Land Owners authorize the Developer to do and perform all acts, deeds, matter and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to this Agreement.

13. It is clarified between the Land Owners and the Developer that:

- a) This agreement does not constitute a sale of the Said Property by the Land Owners to the Developer;
- b) This agreement is not a partnership agreement or a joint venture agreement, and the Land Owners and the Developer are not association of persons; and
- c) Land Owners and the Developer shall be individually responsible for paying their tax obligations.



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14. If any provision of this agreement is invalid or unenforceable or prohibited by law, this agreement shall be considered severable as to such provision and such provision shall be inoperative but the remainder of this agreement shall be valid, binding and of like effect as though such invalid, unenforceable or provision was not included herein.

15. Any notice or communication between the parties hereto relating to this agreement shall be strictly effective upon receipt, and shall be sent by hand delivery, by registered post or by email (and followed with a telephone call informing of the said notice or communication) to:

If to the Land Owners:

Vianaar Properties Private Limited

Kind attention: **Mrs. Neelam Nagapl**

+91 8587937381

If to the Developer:

VIANAAR INFRA LLP

Kind attention: **Mr. Akshay Chaudhry**

+91 9871393007



16. In the event a dispute arises out of, or in relation to, or in connection with this agreement, the parties (hereinafter referred to as the '**Disputing Parties**') shall attempt in the first instance to resolve such dispute through negotiations between them. If the dispute is not resolved through

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negotiations within seven (7) business days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties may by notice in writing to the other party, refer the dispute for resolution through arbitration in Delhi in accordance with the Arbitration and Conciliation Act, 1996.

SCHEDULE- I

(DESCRIPTION OF PROPERTY)

Immovable property known as 'VAGATOR' admeasuring 3850 sq.mts situated in Village Anjuna, within the limits of the Village Panchayat of Anjuna, Bardez Taluka, Sub District of Bardez, District of North Goa and State of Goa, neither found to be described in the Land Registration Office of Bardez nor found to be enrolled in the Taluka Land Revenue Office, presently surveyed under Survey No. 242, Sub-division No. 0, (Survey No. 242/0) of Village Anjuna, Bardez and the said property is bounded as follows:

East: By Property bearing survey no 206/1 of village Anjuna;

West: By Property bearing survey no 206/1 of village Anjuna;



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North: By Public Road;

South: By Property bearing survey no 206/1 of village
Anjuna;

IN WITNESS WHEREOF, the Land Owners and the
Developer have signed and affixed their signatures on
this development agreement after understanding its
contents at the place, day, month and year first written
above.

SIGNED AND DELIVERED
by the within named **LANDOWNER**
VIANAAR PROPERTIES PVT. LTD
Represented by its Director-
MRS. NEELAM NAGPAL

SIGNED AND DELIVERED
by the within named **DEVELOPER**
VIANAAR INFRA LLP
Represented by its Designated Partner
MR. AKSHAY CHAUDHRY



ATTESTED
NOTARY PUBLIC DELHI

21 JAN 2021