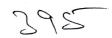


GOVERNMENT OF GOA REGISTRATION DEPARTMENT OFFICE OF THE CIVIL REGISTRAR CUM SUB REGISTRAR, SALCETE Margao – Goa





STAMP DUTY CERTIFICATE

ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

Stamp Duty Of ₹ 4929300

(Rupees Forty Nine Lakh Twenty Nine Thousand Three Hundred only)

PAID VIDE E -RECEIPT NO 202400056158 DATED: 20/01/2024

IN THE GOVERNMENT TREASURY.



SUB REGISTRAR

Office of the Civil Registrar cum Sub Registrar, Salcete

DOCUMENT DETAILS				
NATURE OF THE DOCUMENT	:	AGREEMENT FOR DEVELOPMENT		
PRE REGISTRATION NUMBER	:	202400004872		
DOCUMENT SERIAL NUMBER	:	2024-MGO-395		
DATE OF PRESENTATION	:	23 rd JANUARY 2024		
DOCUMENT REGISTRATION NUMBER	:	MGO-1-636-2024		
DATE OF REGISTRATION	:	06 TH FEBRUARY 2024		
NAME OF THE PRESENTER	:	PARESH RATANKANT MISHRA		
REGISTRATION FEES PAID	:	₹5099220		
PROCESSING FEES PAID	:	₹ 1500		
MUTATION FEES PAID	:	NIL		



Government of Goa Directorate of Accounts e-Challan

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Treasury 11 I DTO-PANAJI

Name of the Bank

10 - NOTARY SERVICES

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59 - STATE REGISTRAR C

Challan Ref. No.

Department

Date

20/01/2024

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0030 - Stamps and Registration

03 - Registration Fees 800 - Other Receipts

04 - 00 - Stamp Duties

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Nature of Remittance

202400004872 भारतीय स्टेट कर्फ, कृष्य वि शाखा, मङगाव, गोवा STATE BANY

भारतीय बट्ट STATE BANY USER ID. No. 6604099 Journal No.

19 JAN 2024

नकट भूगतान / तकद श्राप्त / श्रेतरण CASH PAIDICASH RECEIVED/TRANSFER हस्ताक्षर Signature

Total Amount:

4929300

(Rupees Forty Nine Lakh Twenty Nine Thousand Three Hundred Only)

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(Customer Copy)

Signature and Designation of the Officer(if required)

Print Date: 20/01/2024

pto: 26/01/2024

(Receipt is valid only after bank seal)

Parerh Latanhant Minhra

AGREEMENT FOR DEVELOPMENT

This Agreement for development is entered and executed at Margao, Goa on this 20th day of January 2024.

BETWEEN

M/s. FAIRPLAY PROPERTIES PRIVATE LIMITED, a Private Limited Company, duly incorporated under the with CIN No. Companies Act 1956. U74999MH2008PTC179307, No. Permanent Account), having its registered , TAN No. office at 202, Shree Ram Industrial Estate, Near Pandey Compound, Saraswati Tower, Old Nagardas Cross Road, Andheri (East), Mumbai 400069, represented herein through its Authorised Signatory, Mr. Paresh Ratankant Mishra aged 54 years, son of Mr. Ratankant Mishra, Service, married, having Aadhar No. and , having mobile no.), PAN No. resident of E-1103, Raheja Vistas, Near Bombay Scotish, Raheja Vihar, Tungwa Chandivali Powai, Mumbai, Mumbai Suburban, Maharashtra, 400072, vide Board Resolution 07/12/2023, hereinafter referred to "LANDOWNER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors-in-interest, and assigns) of the ONE PART;

AND

M/S. GREYSTONE REAL ESTATE DEVELOPERS, a duly registered partnership firm, constituted under the Indian Partnership Act 1932, having Registration No. MGO-F166-2016, having Permanent Account No. having its registered office address at F/4, First Floor, Osia Mall, Near KTC Bus Stand, Margao-Goa, represented herein through its Partners (1) Mr. Sebastia Jose Anselm Noronha aged 40 years, son of Mr. Antonio Jose Noronha, Businessman, married, having Aadhar No. having mobile and PAN No. , resident of House No. 59, Duncolim, Seraulim, Salcete, Goa and (2) Mrs. Pinky Fernandes, aged 40 years, daughter of Mr. Laurent Fernandes, having and PAN No.

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resident of Flat No. 10, Second Floor, Damodar Apartments, Near Tanza-Zori, Aquem-Alto, Margao Goa, represented herein by her Power of Attorney Mr. Sebastian Jose Anselm Noronha for admission and presentation of this Agreement, vide Power of Attorney dated 12/04/2019 executed before the Sub-Registrar of Salcete at Margao having Book-POA Register Document having registration No. MGO-POA Register-23-2019, dated 26/04/2019 and hereinafter referred to as the "DEVELOPER" of the OTHER PART;

The **LANDOWNER** and the **DEVELOPER** shall hereinafter, wherever the context so require, be collectively referred to as the "**PARTIES**".

WHEREAS:

- A. The **LANDOWNER** has represented to the **DEVELOPER** that it is the absolute owner in possession of all the entire parcel of land admeasuring an area of 21476 square meters and 19850 square meters bearing survey no. 264/J-B and 264/I-C of Village Nuvem respectively, within the jurisdiction of Village Panchayat of Nuvem, Taluka and Sub-District of Salcete, District of South Goa, State of Goa hereinafter referred to as the "Portion-A" and "Portion-B" respectively and more particularly described in the **Schedule-I** and **Schedule-II** hereunder written.
- B. The LANDOWNER proposes to carry out plotted development in the property in a phased manner (as mentioned herein below) identified as "Portion-A" admeasuring an area of 21476 square meters and "Portion-B" admeasuring an area of 19850 square meters which are hereinafter collectively referred to as the "SAID PROPERTY" and shown on the plan annexed hereto and marked as "Annexure A" and for that purpose is desirous of appointing a DEVELOPER for carrying out the development of the SAID PROPERTY.

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- C. For the purpose of the development of the **SAID PROPERTY**, into sub divided plots, the **LANDOWNER** is desirous of appointing the **DEVELOPER** to carry out liasoning, construction and other activities pertaining thereto and construction of sub divided plots in the **SAID PROPERTY**.
- D. The **DEVELOPER** is in the business of real estate development and has represented to the **LANDOWNER**, that it has the necessary bandwidth, fund and financial capability and skill to develop the **SAID PROPERTY**.
- E. Based on the representations made by the DEVELOPER, the LANDOWNER has offered to the DEVELOPER the work of development of the SAID PROPERTY which the DEVELOPER has accepted to do and thus, the PARTIES have agreed to enter into this Agreement to record the terms and conditions of their understanding as hereinafter appearing.

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

- The Parties confirm that the recitals form an integral part of this Agreement.
- 2. **Definitions:**
- 2.1 **DEVELOPMENT:** shall have the same meaning as ascribed to it in clause 3.1 herein below.
- 2.2 **Force Majeure:** shall have the same meaning as ascribed to it in clause 8.10 herein below.
- 2.3 **Portion A/First Phase** shall have the same meaning as ascribed to it in recital B herein above.
- 2.4 **Portion B/Second Phase** shall have the same meaning as ascribed to it in recital B herein above.
- 2.5 **Developers Entitlement** shall have the same meaning as ascribed to it in clause 4.1 herein below.



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- 2.6 Landowners Entitlement shall have the same meaning as ascribed to it in clause 4.1 herein below.
- 2.7 "Saleable Area" shall have the same meaning as ascribed to it in clause 4.1 herein below.

3. PROPOSED TRANSACTION:

- 3.1 The LANDOWNER hereby agrees to authorize and based on the representations hereby permits the DEVELOPER to develop and construct the sub divided plots in the SAID PROPERTY, collectively admeasuring an area of 41326 sq. mts. and separately Portion-A is admeasuring an area of 21476 square meters and Portion- B is admeasuring an area of 19850 square meters bearing Survey No. 264/1-B and 264/1-C respectively, within the jurisdiction of Village Panchayat of Nuvem, Taluka and Sub-district of Salcete, District of South Goa, State of Goa hereinafter referred to as the "Portion-A" and "Portion-B" respectively and more particularly described in the Schedule-II and Schedule-II hereinunder written and shown on the plan annexed hereto and marked as Annexure "A", by undertaking planning, development, construction, sales and marketing thereof (hereinafter referred to as the "DEVELOPMENT") as more particularly detailed out herein and the DEVELOPER hereby accepts and agrees to carry out the roles and obligations in accordance with the terms and conditions contained in this Agreement .:
- 3.2 The **DEVELOPER** shall develop the **SAID PROPERTY** in two phases as follows;
- i. The First Phase shall be restricted to the property identified as Portion-A admeasuring an area of 21476 square meters bearing Survey No. 264/1-B within the jurisdiction of Village Panchayat of Nuvem, which portion is shown in colour red lines in the plan annexed hereto as Annexure A to this Agreement (hereinafter referred to as the "First

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Phase").

- ii. The Second Phase shall be restricted to the property identified as **Portion-B** admeasuring an area of 19850 square meters bearing Survey No. 264/1-C within the jurisdiction of Village Panchayat of Nuvem, which portion is shown in colour blue lines in the plan annexed hereto as **Annexure A** to this Agreement (hereinafter referred to as the "Second Phase").
- iii. The First and the Second Phase shall be completed by the **DEVELOPER** within the period stipulated in **Clause 6**. The Second Phase shall also be commenced by the **DEVELOPER** at the same time as the development works carried out for the First Phase, subject to clause 8.
- iv. It is agreed by the PARTIES that for the purpose of carrying out all the works of development, including carrying out and preparing plans for sub-division, **DEVELOPER** is hereby granted permission to enter into the SAID PROPERTY i.e. Portion-A and Portion-B by the LANDOWNER in order to carry out the survey and further to carry out all the development in order to develop subdivided plots. The land development would involve the formation of roads, formation of rainwater drains, laying of electricity transformer and cables, water pipes for water supply, etc., creating necessary basic requirements for human habitation. It is further clarified that physical possession of the SAID PROPERTY shall continue to remain with the LANDOWNER till the execution of the conveyance deed/s are executed in favour of the prospective purchasers in respect to the individual plot/s.
- 3.3 The entire development of the **SAID PROPERTY** shall be done by the **DEVELOPER** at the entire risk, cost and expenses of the **DEVELOPER** except the cost of construction of the bridge over the water resources department pipeline which shall be borne by the

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LANDOWNER which is stipulated in Clause 8.4 herein below. It is hereby clarified that, due to any defects or failure on part of the **DEVELOPER** in compliance to the contractual obligations in this Agreement and as a consequence of termination the **DEVELOPER** hereby undertakes to forthwith vacate the **SAID PROPERTY** and upon such termination the **LANDOWNER** will forfeit the Security Deposit. In the event the **DEVELOPER** fails to vacate the **SAID PROPERTY** then and in such an event consequence as mentioned in clause 13.2 will follow.

4. **CONSIDERATION**

- 4.1 In consideration of the development being carried out by the DEVELOPER in the SAID PROPERTY along with the fees, expenditures, costs incurred for obtaining the statutory permissions/licenses by the DEVELOPER and undertaking its roles and responsibilities in accordance with and in compliance with the terms of this Agreement and subject to fulfillment of the its obligations by the **DEVELOPER**, the **DEVELOPER** shall be entitled to 40% of the value of the sale/saleable area in the DEVELOPMENT which shall be hereinafter referred to as "DEVELOPER's ENTITLEMENT" and the balance 60% of the sale/saleable area shall be entitled by the LANDOWNER which shall be hereinafter referred to as "LANDOWNERS ENTITLEMENT". For the purpose of this Agreement, "Saleable Area" shall mean net plot area of the sub-divided plots in the **DEVELOPMENT**, deducting the roads, drainages and open spaces from the SAID PROPERTY.
- 4.2 It is clarified that the proportionate share of **DEVELOPER**'s **ENTITLEMENT** shall automatically stand crystallised as above, upon the **DEVELOPER** attaining the completion of the **DEVELOPMENT**.
- 4.3 It is agreed by the Parties that the minimum rate of the saleable area of the developed sub-divided plots shall be

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fixed mutually by the LANDOWNER and the DEVELOPER by exchange of correspondence within 15 days from the execution of this Agreement, out of which 60% of the total sale consideration would be the entitlement of the LANDOWNER and 40% of the total sale consideration would be the entitlement of the DEVELOPER as aforesaid in Clause 4.1.

Before the execution hereof, the **DEVELOPER** has prepared a detailed business plan for undertaking the construction, development, marketing and sales which shall detail out the phases of construction of the **DEVELOPMENT**, pricing of the plots, timelines for completion etc.

5. REFUNDABLE SECURITY DEPOSIT

- 5.1 The **DEVELOPER** has deposited a sum of Rs. 60,00,000/-(Rupees Sixty Lakhs Only) as interest free refundable security deposit in favour of the **LANDOWNER** in the following manner:
 - a) A sum of Rs. 1,000/- (Rupees One Thousand Only) by NEFT with UTR No. SBIN423307047631, dated: 03/11/2023.
 - b) A sum of Rs. 29,99,000/- (Rupees Twenty-Nine Lakhs Ninety-Nine Thousand Only) by RTGS with UTR No. SBINR52023110482027128 dated: 04/11/2023.
 - c) A sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) by RTGS with UTR No. SBINR52024011696160321 dated: 16/01/2024.

Subject to clause 6.3, the **LANDOWNER** shall refund the said amount of security deposit without any interest upon the completion of the **DEVELOPMENT** only upon completion of the **DEVELOPMENT** in the manner as follows:

5.1.1 At the time of the sale of the last plot in the **DEVELOPMENT**, of Portion-A, the aforesaid amount of Rs. 40,00,000/- (Rupees Forty Lakhs Only) paid as refundable security deposit shall be refunded to the **DEVELOPER** by the **LANDOWNER**, without any interest.

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- 5.1.2. Similarly, at the time of the sale of the last plot in the **DEVELOPMENT**, of Portion-B, the aforesaid amount of Rs. 20,00,000/- (Rupees Twenty Lakh Only) paid as refundable security deposit shall be refunded to the **DEVELOPER** by the **LANDOWNER**, without any interest.
- 5.1.3. In case the **DEVELOPER** fails to complete **DEVELOPMENT** and the sale of the sub-divided plots, within the time duration stipulated in Clause 6.1 and 6.2 herein below, then the LANDOWNER is entitled to forfeit the entire Security Deposit, deposited by the DEVELOPER in favour of the LANDOWNER and shall have an option to terminate this Agreement and upon termination consequences as mentioned in clause 13.2 herein below shall follow.

6. TIME DURATION

- 6.1 It is mutually agreed between the **Parties** that procurement of all the statutory permissions/ licenses/NOCs from various authorities and the completion of **DEVELOPMENT** at site, including the sale of sub-divided plots shall be done by the **DEVELOPER** within a period of 18 months from the date of execution of this Agreement.
- 6.2 However, in case, if any sub-divided plots from the **SAID PROPERTY** remained to be sold an additional grace period of 12 months shall be given to the **DEVELOPER** in order to complete the sale of all the sub divided plots in the Portion-A and/or from the Portion-B of the **SAID PROPERTY**.
- 6.3 It is hereby agreed between the **Parties** that in the event the **DEVELOPER** is unable to sell the sub-divided plots within a maximum period of 30 months as envisaged hereinabove, then and in such an event the **LANDOWNER** will forfeit the Security Deposit held by it.

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7. POWER OF ATTORNEY

- 7.1 The **LANDOWNER** shall issue a specific power of attorney in favour of the **DEVELOPER** to apply for all NOC's, permissions, licenses, sanad in order to legally carry out all the works, activities in the **SAID PROPERTY** with the statutory authorities. All the permissions, NOC's will be obtained by the **DEVELOPER** in the name of the **LANDOWNER**.
- 7.2 It is clearly understood by the **Parties** that the said Power of Attorney shall be only restricted to the extent of availing various NOC's, permissions, licenses, **sanad** from various statutory authorities, government offices and the Village Panchayat. The same shall in no way amount to powers given to create any rights, in order to create any mortgage, lien, pledge and/or transfer any ownership rights in the **SAID PROPERTY** or any part thereof.

8. ROLES AND OBLIGATIONS OF THE DEVELOPER

The **DEVELOPER** has satisfied himself on the title of the **SAID PROPERTY**. The **DEVELOPER** shall be responsible to comply with, observe and perform the following roles, responsibilities and obligations, in relation to the **DEVELOPMENT** at its own cost and expense and in consultation with the **LANDOWNER**:

8.1 Designs

(a) Prepare the layout and plans, drawings and specifications in respect of the **DEVELOPMENT** in consultation with the **LANDOWNER** and to amend and modify the same as may be required after consultation with the **LANDOWNER**, from time to time and obtain the sanction thereof from the competent authorities. In the event of any conflict between the **LANDOWNER** and **DEVELOPER** in respect of the layout and plans, drawings and specifications in respect of the **DEVELOPMENT** the decision of the **LANDOWNER** shall

prevail.

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- (b) Appoint the engineers, landscape designers and professionals for the preparation of plans and lay-outs, for the **DEVELOPMENT** in consultation with the **LANDOWNER**. In the event of any conflict between the **LANDOWNER** and **DEVELOPER** the decision of the **LANDOWNER** shall prevail, however such decision of **LANDOWNER** shall be in the interest of the development as per the prevailing rules and regulations.
- (c) Appoint all key consultants, contractors, MEP consultant, landscape consultant, structural consultant etc. for the DEVELOPMENT, in consultation with the LANDOWNER. In the event of any conflict between the LANDOWNER and DEVELOPER the decision of the LANDOWNER shall prevail.

8.2 Approvals and Miscellaneous

- (a) Obtain all approvals required for **DEVELOPMENT** in a timely manner as provided in Clause 6 and to comply with all terms of such approvals so as to ensure that all approvals obtained by the **DEVELOPER** shall remain valid, renewed and subsisting throughout the **DEVELOPMENT** being carried out.
- (b) Apply for and obtain permissions for amalgamation and/or sub-division scheme of the SAID PROPERTY, if so required, for the DEVELOPMENT.
- (c) Liason, co-ordinate and take proper steps with local persons like the local authority and other non-government entities, to carry out the smooth functioning for the DEVELOPMENT, without any impediments.
- (d) Pay and bear all the premiums, betterment charges, including deposits if any, costs, charges, deposits, fees, penalties etc. by whatever name in any manner connected and/or arising out and in respect of **DEVELOPMENT**.

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8.3 RERA

- The DEVELOPER shall obtain necessary approvals that (a) may be required for registration with GOA RERA, and the **DEVELOPER** shall register the **DEVELOPMENT** with RERA, if required in terms of Circular No. 11/35/2017-DMA/3390(A) dated 13/02/2018 issued for GOA RERA. However, it is agreed by the PARTIES that the **DEVELOPER** shall be solely liable for all compliances required under the provisions of RERA from time to time, including but not limited to getting the DEVELOPMENT registered under RERA, providing necessary certificates from its Chartered Accountants or from the engineers / architects as may be set out under RERA, complying with necessary filing as are required under RERA, updating information of the DEVELOPMENT on the RERA website from time to time.
- (b) The **DEVELOPER** will keep the **LANDOWNER** informed and provide the **LANDOWNER** with all the necessary documents that the **DEVELOPER** will be filing with the concerned authority under **RERA**.
- the LANDOWNER will only be responsible for extending full co-operation towards compliances required under RERA to be fulfilled by the DEVELOPER. The DEVELOPER will keep the LANDOWNER informed and provide the LANDOWNER with copies of all the documents that the DEVELOPER shall file with the concerned authority under RERA. The DEVELOPER hereby indemnifies and will keep the LANDOWNER indemnified of from and against any liability, penalty, claim., etc that may arise due to non-compliance by the DEVELOPER under any statue including RERA and, on any liability/claim that may arise due to breach of any of the terms and conditions of any permissions, NOC's or any other document and/or writing.

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- (d) In the event any claim / penalty or compensation is payable to the prospective purchaser/s due to the negligence or breach of applicable law by the **DEVELOPER** or any delay in handover of possession of the plot/s or due to any defect liability vis-a-vis the development work, then the **DEVELOPER** shall alone be liable to bear and pay the same and similarly in the event of any claim / penalty or compensation is payable due to any issue of title or related issue by or to the title of the **LANDOWNER** to the **SAID PROPERTY** then the **LANDOWNER** shall be solely liable to bear and pay the same.
- (e) For the purpose of getting the SAID PROPERTY registered under RERA, the LANDOWNER has submitted to the DEVELOPER the title report of the SAID PROPERTY along with copies of-all-supporting title documents.

8.4 No Objection Certificate from Water Resources Department

The **DEVELOPER** at his cost obtain the No Objection Certificate/permission to construct a road/bridge with a width of 10 meters, over the water resources department pipeline and service road in order to connect the **Portion B** with **Portion A** of the **SAID PROPERTY**, however the cost of the bridge/road shall be exclusively borne by the **LANDOWNER**.

8.5 Construction

- (a) Identify, select and appoint, dismiss and replace the architects, structural consultants, RCC consultants, electrical consultants, landscape consultant, design consultant, plumbing consultants and other consultants and professionals as may be required or expedient for the DEVELOPMENT or any part thereof.
- (b) To execute and complete the construction of the **DEVELOPMENT** in a timely manner.

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- (c) Ensure the compliance of all applicable laws including taking out the requisite insurance policies including workmen's insurance.
- (d) Co-ordinate/liaison with the construction team and plan and mobilize all the resources for the effective implementation of the **DEVELOPMENT**, and to manage the day-to-day affairs of the **DEVELOPMENT**, be in the control and charge thereof, use its technical knowledge, experience and expertise to manage and maintain the **DEVELOPMENT** along with the common amenities and facilities and infrastructure to be developed thereon.
- (e) Negotiate and execute all the construction contracts and vendor management agreements for the supply, equipment materials, systems and processes for the construction and implementation of the **DEVELOPMENT**.
- (f) Purchase and procure the required construction materials, fittings, fixtures, equipment, etc.
- (g) Undertake the construction and completion of the DEVELOPMENT in accordance with the sanctioned plans.
- (h) To ensure that quality of work is not compromised.
- (i) The **DEVELOPER** shall plan and execute the **DEVELOPMENT** in such manner as per the approved plans which shall contain following facilities.
 - a. 10 meters/ 6 meters width of tar road as specified and approved in the sub- division plan.
 - b. Internal drainage line/gutter erect electricity poles/cables throughout the sub-divided plot/s in the SAID PROPERTY.
 - Water pipelines to the sub-divided plot/s in the SAID
 PROPERTY, the water pipeline shall be installed of

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8.6 Development Funding:

The **PARTIES** agree that it is the sole obligation of the **DEVELOPER** to arrange all funding for the **DEVELOPMENT** at its own cost and risk, provided that the **DEVELOPER** shall not be entitled to mortgage the **SAID PROPERTY** or the **DEVELOPMENT** for borrowing such funds.

8.7 Sales and Marketing

- (a) The DEVELOPER shall market and sell the developed plots and undertake post sales activities in consultation with the LANDOWNER. The decision of the LANDOWNER shall be final and binding. The name of the DEVELOPMENT project shall be decided by the LANDOWNER.
- (b) Advocate and Solicitors appointed by the LANDOWNER in consultation with the DEVELOPER from time to time, shall draft, prepare, and approve all MOU's, agreements, documents, writings etc. in respect of the allotments and sales of the plots and to amend, modify or replace such drafts from time to time ("Draft Formats"). All documents to be executed with the prospective purchasers will be executed jointly by the LANDOWNER as owner and the DEVELOPER as the Confirming Party. The Draft Formats will be prepared in consonance with this Agreement and shall be approved mutually by the LANDOWNER and the DEVELOPER.
- (c) All marketing collaterals including the finalization of hoardings, brochures, pamphlets etc. to be used for the marketing of the **DEVELOPMENT** shall be finalized mutually by the **PARTIES**. In the event of any disagreement the decision of the **LANDOWNER** shall be final and binding however all the cost of advertising for the sale of plots shall be borne by the **DEVELOPER**.

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8.8 Information Sharing.

- (a) The **DEVELOPER** shall within 72 hours of making any application send a copy of such application by e-mail to the **LANDOWNER** and keep the **LANDOWNER** informed, about all the applications it has made for obtaining the required approvals and the correspondence exchanged by the **DEVELOPER** with various Authorities, in this connection. Copies of all such applications and/or correspondence shall be sent by email by the **DEVELOPER** to the **LANDOWNER**.
- (b) The **DEVELOPER** shall provide the **LANDOWNER** the certified copies of all approvals, plans, registrations, letters, notices received in respect of the **DEVELOPMENT**. However, the originals, if available shall be retained by the **DEVELOPER** till completion of the **DEVELOPMENT**.
- (c) In the event there is any query pertaining to the title of the SAID PROPERTY, the DEVELOPER shall address such query to the LANDOWNER by email and the LANDOWNER shall provide the required information to the DEVELOPER within one week.

8.9. Other

The **Parties** shall execute the agreements/ conveyance and/or such other transfer deeds with respect of open spaces in favour of owner's association comprising of prospective purchasers, or the Village Panchayat as may be mutually agreed between the **LANDOWNER** and **DEVELOPER** at the later stage.

8.10 Subject to Force Majeure situation, with the co-operation from the LANDOWNER the sale of the plots of Portion A and Portion B of the property thereon shall be completed by the DEVELOPER within a period of 18 (Eighteen) months and/or additional 12 months as stipulated in Clause 6 herein above, from the date of execution of this Agreement. In the event of occurrence of the Force Majeure

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situation, the **DEVELOPER** shall be entitled to get proportionate extension of time until such Force Majeure situation subsists to fulfil its obligations under this Agreement. For the purpose of this Agreement, the term "Force Majeure" shall mean and include acts of God, wars, invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions disorders, any pandemic or epidemic, munitions of war, and natural catastrophes such as earthquakes, tsunamis, hurricanes, typhoons, volcanic activities or, exceptionally adverse climatic conditions.

9. ROLES AND OBLIGATIONS OF THE LANDOWNER The LANDOWNER shall:

- 9.1 Execute and forthwith sign all documents/ applications to enable the **DEVELOPER** to obtain the approvals set out herein, if required.
- 9.2 Execute in favour of the **DEVELOPER** a power of attorney so as to enable the **DEVELOPER** to sign, apply for and obtain all the required statutory permissions for the development work in the name of the **LANDOWNER**.
- 9.3 Submit to the **DEVELOPER** all the documents, forms required, for the purpose of applying for RERA registration, marketing the sub divided plots and for all other purposes as may be required.
- 9.4 Provide utmost co-operation to the **DEVELOPER** to obtain the development permissions and complete the **DEVELOPMENT**.
- 9.5 The LANDOWNER/DEVELOPER shall jointly sign, execute and/ or enter into agreement/Deed/s of Sale or any instrument for transfer of the sub-divided plots in favour of the prospective purchaser as and when requested by the DEVELOPER in order to create any third party rights in the sub-divided plots and/or the proposed sub-divided plots

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the consideration or part payment of the consideration, as received from the prospective purchaser shall be shared between the **LANDOWNER** and the **DEVELOPER** in 60:40 ratio as stipulated in Clause 4.1 herein above.

- 9.6 The LANDOWNER shall bear the entire cost of the construction of the bridge, upon the no objection/permission obtained by the DEVLEOPER, over the water resources department pipeline and service road, from the water resources department. The cost of the bridge shall be mutually agreed and the cost shall be totally borne by the LANDOWNER and the same shall be paid by the LANDOWNER in accordance to the stage of construction of the bridge which shall be constructed by the DEVELOPER.
- 9.7 The LANDOWNER hereby indemnifies and agrees to keep the DEVELOPER indemnified against any cost/claim that may arise due to any genuine claim in respect of the title of the SAID PROPERTY that may be filed and proved, resulting in stalling of the DEVELOPMENT work/ the DEVELOPMENT work coming to a halt.

10. MUTUAL REPRESENTATIONS

Each Party hereto represents and warrants to the other party that:

- 10.1. The execution, delivery and performance of this Agreement by such Party have been duly authorized.
- 10.2. Each Party is duly organized and validly existing and has all necessary power to execute and deliver this Agreement and perform all its roles and responsibilities hereunder.
- 10.3. This Agreement constitutes a legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with the terms set out herein.
- 10.4. Neither the execution and delivery of this Agreement by such Party, nor the performance of its roles and responsibilities



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GST. The GST collected upon the sale of sub-divided plots from the prospective purchaser shall be collected exclusively by the **DEVELOPER** and the entire responsibility to pay the GST and file appropriate returns in terms of the GST statues is solely the responsibility of the **DEVELOPER**.

12. INDEMNITY

12.1. The **DEVELOPER** hereby indemnifies and holds harmless the **LANDOWNER**, its shareholders, directors, employees, officers against all claims, loss harm, injury, costs and expenses that may be suffered or incurred by the **LANDOWNER** or its shareholders, directors, employees, officers pursuant to any breach, default, negligence or nonperformance of obligations by the **DEVELOPER** under this Agreement, and/or arising due to any misrepresentations by the **DEVELOPER** under this Agreement including all liabilities towards the prospective purchasers of plots in terms of RERA regulation.

13. TERMINATION

13.1. The **PARTIES** agree that in the event the **DEVELOPER** fails to fulfill its obligations under this Agreement or fails to achieve any of the milestones as per the timelines set out at Clause 6 herein above, then, the LANDOWNER shall issue a notice of 30 (thirty) days to the **DEVELOPER** to comply with the same. In the event the DEVELOPER fails to rectify such breach with such notice period, specified in such notice, then the LANDOWNER may terminate this such termination, Agreement forthwith. Upon LANDOWNER shall be entitled to continue with the development of the DEVELOPMENT either by itself or through a new third-party developer as it may deem fit. However, this shall not apply, in case the delay is on account of any fault, negligence, default, omission and/or act which is attributed to the LANDOWNER.



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13.2. CONSEQUENCES OF TERMINATION

- 13.2.1. In case of termination of the Agreement as aforesaid, the LANDOWNER shall transfer to the DEVELOPER, the DEVELOPER'S ENTITLEMENT crystallised upto the date of such termination for the works which is completed by the DEVELOPER.
- 13.2.2. The **DEVELOPER** covenants, agrees and undertakes that upon termination of the Agreement, the **DEVELOPER** shall handover all papers, applications, approvals etc. in respect of the **SAID PROPERTY** to the **LANDOWNER** and shall not claim any right, title or interest in the **SAID PROPERTY** or any part thereof except as provided in this Agreement.
- 13.2.3. Nothing in this clause shall apply, if the **DEVELOPER** is unable to achieve the milestone due to Force Majeure situation.
- 13.2.4. It is hereby agreed between the PARTIES that in the event DEVELOPER fails to handover any signed documents/certificates/ No Objection Certificate, obtained from any authority, as desired by the LANDOWNER, resulting in delay to LANDOWNER to appoint another developer and continue with the development mentioned hereinabove, then, and such an event the DEVELOPER will pay liquidated damages of Rs 1,00,000/- (Rupees One Lakh only). per month of such delay. The DEVELOPER agrees that the sum of Rs 1,00,000/-(Rupees One Lakh only) per month is a genuine estimate of loss the LANDOWNER shall suffer.
- 13.2.5. Without prejudice to the aforesaid clause 13.2.4, upon termination of this agreement, the **LANDOWNER** shall be entitled to forthwith put any other Developer, of its choice and to do the further construction activity of the development in the **SAID PROPERTY**, including availing of

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further statutory permissions/licenses, if any required.

14. MISCELLANEOUS

14.1. Brokerage

The expenditures incurred, if any, towards brokerage for the sale of the sub-divided plots, the PARTIES hereto agree TO pay 2% of the sale consideration as brokerage to the brokers, if any, and the same shall be shared/borne by the LANDOWNER to the extent of 60% and the DEVELOPER to the extent of 40% of the cost towards brokerage.

14.2. Notices

Any notice or communication to be given under this Agreement shall be in writing and be sent to the address of the concerned Party as mentioned herein, as varied by any prior written notice intimating a new/alternate address. All such notice or communication shall be served through registered post with acknowledgment due or through courier service of repute or through hand delivery, in all cases with due acknowledgment of receipt in writing. A notice shall be considered to have been duly served upon the other Party on the date on which it is received by the other Party, or the delivery of the same is refused by the other Party.

LANDOWNER:

Address: Mr. Paresh Ratankant Mishra, office at Top 14th Floor, Times Tower, Kamala Mills Compound Senapati Bapat Marg, Lower Parel, Mumbai 400013.

Email: paresh@ashokgoeltrust.com and

Compliance.co@ashokgoeltrust.com

Attention: Mr. Paresh Ratankant Mishra

DEVELOPER:

Developers, Address: M/s. Greystone Real Estate represented by its partner Mr. Sebastian Jose Anselm Noronha, office address at F/4, First Floor, Osia Mall, Near

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KTC Bus Stand, Margao-Goa, 403601.

Email: greystone365@gmail.com

14.3. Principal-to-Principal

It is clearly agreed and understood by and between the **PARTIES** that the Agreement herein between the **PARTIES**, in respect of the **SAID PROPERTY** and the **DEVELOPMENT**, is and shall always be on a principal-to-principal basis between the **PARTIES** and that this Agreement does not amount to a partnership or joint venture or association of persons, whereby each Party will carry out its obligations independently. It is expressly agreed that neither Party shall act as deemed agent of the other.

14.4. Assignment

Without prior written consent of the LANDOWNER, the DEVELOPER shall not arrange to transfer, delegate, nominate or otherwise alienate the rights, obligations, entitlements, to be acquired by it under this Agreement, transfer agreements to any third parties. Any change in the control constitution of the DEVELOPER during the subsistence of this Agreement, shall require the prior written consent of the LANDOWNER.

14.5. Waiver

No failure on the part of either Party to exercise and no delay in exercising any rights hereunder shall, operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.

14.6. Entire Agreement

This Agreement constitutes the entire agreement between the **PARTIES** with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements.

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14.7. Amendment

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by each of the **PARTIES**.

14.8. Severability

If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, it shall not affect the validity or enforceability of any of the other provisions of this Agreement and the **PARTIES** shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the **PARTIES** in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

14.9. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of India. Subject to Clause 16 (dispute resolution), the courts in the State of Goa shall have exclusive jurisdiction over all disputes arising from or in connection with this Agreement.

14.10. Copies of Agreement

The original copy of this Agreement, executed by the **PARTIES** is retained by the **LANDOWNER**, and the **DEVELOPER** shall be issued a notarized copy of this Agreement and the **LANDOWNER** shall produce the original Agreement to the **DEVELOPER** on a written request made by the **DEVELOPER**, whenever required.

15. Stamp Duty and Registration charges

15.1. For the purposes of registration of this Agreement, the **PORTION-A** is at Rs. 8,83,30,788/- and **PORTION-B** is valued at Rs. 8,16,43,050/-, thereby the total value is Rs.

6,99,73,838/- this agreement is rounded up and valued at

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Rs. 16,99,74,000/- (Rupees Sixteen Crore Ninety-Nine Lakh Seventy-Four Thousand Only) and appropriate stamp duty is paid thereon. The stamp duty and the registration charges to execute this Agreement is borne by the LANDOWNER to the extent of 60% of the total cost and the DEVELOPER has borne the balance to the extent of 40% of the total cost, incurred in stamp duty and registration charges in executing the present Agreement.

15.2. The stamp duty and the registration charges applicable for further entering agreements/deeds towards the transfer of the ownership of the sub-divided plots from the SAID PROPERTY shall be borne by the prospective purchasers.

DISPUTE RESOLUTION

- 16.1. In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the PARTIES, then such PARTIES shall attempt to resolve the same in good faith, failing which such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in force on the date hereof or any subsequent amendment thereof.
 - 16.2. The seat and venue of arbitration shall be at Mumbai and the language of the arbitration proceedings shall be English.
 - 16.3. The **PARTIES** shall mutually agree and appoint a Sole Arbitrator.
 - 16.4. Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
 - 16.5. The **PARTIES** shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such

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Arbitral Tribunal.

- 16.6. The **PARTIES** agree and undertake that during the pendency of the arbitration—proceedings, the **PARTIES** will duly perform their respective roles and responsibilities under this Agreement so that the implementation of the **DEVELOPMENT** is not adversely affected, to the extent practicable and if commercially reasonable.
- 16.7. Any decision of the Arbitral Tribunal shall be final and binding on the PARTIES.

17. CONFIDENTIALITY

- 17.1. The **Parties** recognize that they will be given and have access to confidential and proprietary information of the other **Parties** pursuant to this Agreement. The **Parties** undertake not to use any of such confidential information for purposes other than for the purposes of the transaction set out herein without the prior written consent of the Party owning such information and shall use their best efforts to keep confidential and not to disclose to any third party, the other Party's confidential and proprietary information. It is clarified that business information and any records provided, shall be deemed to be confidential information.
- 17.2. The obligations of confidentiality shall not apply to any information that:
 - (i) was developed independently by the Party.
 - (ii) was known to the Party prior to the disclosure by the disclosing Party.
 - (iii) has become generally available to the public (other than by virtue of its disclosure by the receiving Party).

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- (iv) may be required in any report or statement to any governmental authority.
- (v) may be required to comply with any law, order, regulation or ruling applicable to any Party.
- (vi) neither Party may make or send a public announcement, press release or communication concerning the other Party or any aspect of this Agreement including its existence, unless it has first obtained the other **PARTIES** written consent.

18. SPECIFIC PERFORMANCE OF THE CONTRACT

The **PARTIES** hereto shall specifically perform this contract and shall be entitled to secure the specific performance of this contract from the other party, specific performance of the terms of this Agreement shall constitute the essence of this Agreement.

SCHEDULE-I

(SCHEDULE OF THE PORTION-A)

All that part or parcel of the property known as "DOGRI" also known as "AGALE" situated at Nuvem, within the jurisdiction of Village Panchayat of Nuvem, Taluka and Sub-District of Salcete; District of South Goa, State of Goa, neither registered in the Land Registration Office nor enrolled in the Taluka Revenue Office but surveyed under No. 264/1-B of Village Nuvem, admeasuring an area of 21476 sq. mts. and is bounded as under;

On the East: By Public Road.

On the West: Partly by Service Road and partly

by property bearing Survey No.

265/1 of Village Nuvem.

On the North: By Property bearing Survey No.

264/1 of Village Nuvem.

On the South: By Service Road of water pipeline.

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SCHEDULE-II (SCHEDULE OF THE PORTION-B)

All that part or parcel of, the property known as "DOGRI" also known as "AGALE" situated at Nuvem, within the jurisdiction of Village Panchayat of Nuvem, Taluka and Sub-District of Salcete: District of South Goa, State of Goa, neither registered in the land registration office nor enrolled in the Taluka Revenue Office but surveyed under No. 264/1-C of Village Nuvem, admeasuring an area of 19850 sq. mts. and is bounded as under;

On the East: By Service Road of water pipeline.

On the West: By property partly under survey No.

264/1 and partly under survey No.

265/1 of Village Nuvem.

On the North: By service Road of water pipeline.

On the South: By property partly under No. 265/1

and partly under Survey No. 263/1

of Village Nuvem.

IN WITNESS WHEREOF, the Parties have here unto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED WITHIN NAMED "LANDOWNER" M/S. FAIRPLAY PROPERTIES PRIVATE LIMITED REPRESENTED BY ITS AUTHORISED REPRESENTATIVE MR. PARESH RATANKANT MISHRA OF THE "ONE PART"

M/S. FAIRPLAY PROPERTIES PVT. LTD.

Authorised Signatory

MR. PARESH RATANKANT MISHRA

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(Right hand impression of MR. PARESH RATANKANT MISHRA)



(Left hand impression of MR. PARESH RATANKANT MISHRA)

SIGNED, SEALED AND DELIVERED WITHIN NAMED DEVELOPER M/S. **ESTATE** REAL GREYSTONE ITS THROUGH REPRESENTED PARTNERS:

MR. SEBASTIA JOSE ANSELM NORONHA OF THE "OTHER PART"

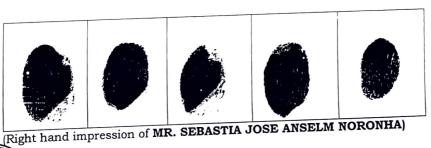


For GREYSTONE REAL ESTATE DEVELOPERS

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PARTNER

MR. SEBASTIA JOSE ANSELM NORONHA





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(Left hand impression of MR. SEBASTIA JOSE ANSELM NORONHA)

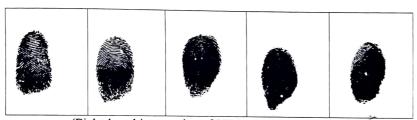
2. MRS. PINKY FERNANDES, OF THE "OTHER PART"

For GREYSTONE REAL ESTATE DEVELOPERS

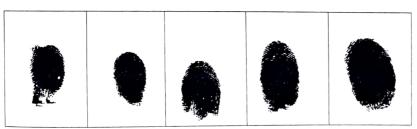
PARTNER

MRS. PINKY FERNANDES





(Right hand impression of MRS. PINKY FERNANDES)



(Left hand impression of MRS. PINKY FERNANDES)

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IN THE PRESENCE OF FOLLOWING WITNESSES:

1. Sana Sayed EWS 890, Nr. Aryuman School, Rumbamol Howard Board Margao-Goa, 4103601.

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2. Mr. Eusebio Cirilo Almeida, H. H. No. 136, Nr. St. Lawrence Chapel Arossim Cansaulim, Soult-Goz - 4037/2

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Document Registration Summary 2

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

Date & Time : - 06-Feb-2024 11:27:09 am

ment Serial Number :- 2024-MGO-395 enled at 12:42:10 pm on 23-Jan-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, can with fees paid as follows

along with fees paid as follows

ete along	Description	Rs.Ps
Sr.No	Stamp Duty	4929300
1	Registration Fee	5099220
3	Tatkal appointment fee	10000
4	Processing Fee	1500
and the same of th	Tot	al 10040020

Stamp Duty Required :4929300/-

Stamp Duty Paid : 4929300/-

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Party Name and Address	Photo	Thumb	Signature
Mr. Paresh Ratankant Mishra ,Father Name:Ratan Kant Misra,Age: 54, Marital Status: ,Gender:Male,Occupation: Business, Address1 .E-1103, Raheja Vistas, Near Bombay Scotish, Raheja Vihar, Tungwa Chandivali Powai, Mumbai, Mumbai Suburban, Maharashtra, 400072, Address2 - , PAN No.:			lavery

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10	Party Name and Address	Photo	Thumb	Signature
	M/s. Fairplay Properties Pvt. Ltd, Through Its Authorized Representative Mr. Paresh Ratankant Mishra,, Age:, Marital Status:, Gender:, Occupation:, 202, Shree Ram Industrial Estate, Near Pandey Compound, Saraswati Tower, Old Nagardas Cross Road, Andheri-East, Mumbai, 400069, PAN No.:			Jarent
	Mr. Paresh Ratankant Mishra , Father Name:Ratan Kant Misra, Age: 54, Marital Status: ,Gender:Male,Occupation: Business, E-1103, Raheja Vistas, Near Bombay Scotish, Raheja Vihar, Tungwa Chandivali Powai, Mumbai, Mumbai Suburban, Maharashtra, 400072, PAN No.:			Sarent
3	M/s. Greystone Real Estate Developers, Through Its Partners Mr. Sebastia Jose Anselm Noronha, Father Name:Mr. Antonio Jose Noronha, Age: 40, Marital Status: Married, Gender:Male,Occupation: Business, F- 4, First Floor, Osia Mall, Near KTC Bus Stand, Margao-GoaOffice	25523		SNN

of the Sub Registrar of Salcete Margao Goa,

PAN No.:

	- Codificility	redistration Sv	0)000	
	Party Name and Address	registration Sy.		- I
101	Mr. Sebastia Jose Anselm Noronha , Father Name:Mr. Antonio Jose Noronha, Age: 40,	Photo	Thumb	Signature
	Marital Status: ,Gender:Male,Occupation: Business, H. No. 59, Duncolim, Seraulim, Salcete Goa, , as Power Of Attorney Holder for M/s. PAN No.: PAN No.: PAN No.: Pinky Fernandes			5Nor I

ness: individually/Collectively recognize the Developer, Owner,

Party Name and Address			
	Photo	Thumb	Signature
Name: GODFREY BRAZ, Age: 45, DOB: , Mobile: 9763872431 , Email: , Occupation: Service , Marital status : Unmarried , Address: 403724, Orlim, Salcete, SouthGoa, Goa			7
Name: Sana Sayed,Age: 22,DOB: 2001-03-26 ,Mobile: 5 ,Email: ,Occupation:Service , Marital status : Unmarried , Address:403601, Margao Goa, Margao, Salcete, SouthGoa, Goa			carrir.

Document Serial Number :- 2024-MGO-395

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Registration Number > MGO-1-636-2024

Date: 06-Feb-2024

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Salcete) Cum

We Registra Salore