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Sold To/Issued To:
Isprava Vesta Pvt Lt
For Whom/ID Proof:
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CO-OP. BANK LTD.


Authorized Signatory



2022-BR2-6063
26/12/2022

DEVELOPMENT AGREEMENT



This Development Agreement (“**Agreement**”) is made at Goa, on this 26th day of December, 2022

BETWEEN

LAVAUUX LUXURY PROJECT ONE LLP, LLP Identification no: _____, a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its Registered Office at First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (W), Mumbai 400 031, Maharashtra, India, Pan No. _____, represented herein by its Partner, **MR. ADITYA R. NAIK**, son of Mr. Ranjan Naik, aged about 31 years, married, Service, Indian National, holding PAN Card bearing no: _____ resident of House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, duly authorised vide Board Resolution dated 05th December, 2022 hereinafter for brevity’s sake, being referred to as “**the Owner**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns and the partners of the said LLP from time to time, the survivor or survivors of them, the heirs, executors and administrators of the last survivor) of the **One Part**;

AND

ISPRAVA VESTA PVT LTD. CIN: _____, a company incorporated under provisions of the Companies Act 2013, having its registered office at First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (West), Mumbai - 400031, Maharashtra, India, having PAN No: _____, through its Authorized Signatory, **MR. ADITYA R. NAIK**, son of Mr. Ranjan Naik, aged about 31 years, married, Service, Indian National, holding PAN Card bearing no: _____ resident of House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, duly authorised vide Board Resolution dated 27th October, 2022, hereinafter referred to as “**the Developer**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **Other Part**.

The Owner and the Developer, wherever the context so requires, shall be hereinafter collectively referred to as “**the Parties**” and individually as “**Party**”.



WHEREAS:


- A. The Owner is seized, possessed of and well sufficiently entitled to, all that land admeasuring 20,941 sq.mtrs. bearing Survey no. 16/0 of Village Moira, forming part of the Larger Rustic property known as **"BOUTICACHEM BATT"** or **"CONDULEM"** or **"BHOUTI KARCHEN BHAT"** or **"KONDULE"**, situated at Moira, within the limits of Village Panchayat of Moira, Taluka and Registration Sub-District of Bardez, District North Goa, in the State of Goa, which larger property is described in the Land Registration Office under description no. 15200 at page 131 of Book B-39 New and not enrolled in the Taluka Revenue Office and as a whole is surveyed under no. 16/0, 21/20, 21/21 and 21/22, more particularly described in **Schedule I** hereunder written (hereinafter referred to as **"the said Larger Property"**). The said Larger Property is shown marked surrounded with red colour boundary line on the plan hereto annexed and marked as **Annexure "A"**.
- B. The Owner intends to now develop a portion of the said Larger Property being all that land admeasuring 9,340 sq.mtrs. bearing Survey no. 16/0 of Village Moira, forming part of the Larger Rustic property known as **"BOUTICACHEM BATT"** or **"CONDULEM"** or **"BHOUTI KARCHEN BHAT"** or **"KONDULE"**, situated at Moira, within the limits of Village Panchayat of Moira, Taluka and Registration Sub-District of Bardez, District North Goa, in the State of Goa, which larger property is described in the Land Registration Office under description no. 15200 at page 131 of Book B-39 New and not enrolled in the Taluka Revenue Office and as a whole is surveyed under no. 16/0, 21/20, 21/21 and 21/22, more particularly described in **Schedule II** hereunder written (hereinafter referred to as **"the said Property"**). The said Property is shown marked surrounded with blue colour hatched lines on the plan hereto annexed and marked as **Annexure "A"**.
- C. The Owner is in vacant, peaceful, unencumbered physical and legal possession of the said Property as the sole and absolute owner thereof and the name of the Owner is mutated/ reflected as the owner/ holder in the revenue records in respect of the said Larger Property.
- D. The Owner has a clear and marketable title to the said Property, free from encumbrances and reasonable doubts of whatsoever nature, except for what is stated herein.
- E. The Developer is engaged in the business of development and construction of real estate properties and is having the expertise and



experience to undertake the development of immovable properties including the said Property.

- F. The Owner has shown its willingness and interest to offer the said Property for the purposes of development and has been looking for a prospective developer. The Developer having come to know about the Owners' intent about the development of the said Property, has approached the Owner and offered to undertake the development of the said Property.
- G. Relying on the representations, assurances and warranties of the Owner with respect to the title of the said Property and other factors, which permit and allow the development of the said Property, the Developer has agreed to enter into this Agreement with the Owner for the development of the said Property on the terms and conditions contained herein.

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

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1. The Parties do hereby declare and confirm that whatever is recited hereinabove shall be treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim.
 2. **Development Rights and Potential of the said Property:**
 - 2.1 On execution of this Agreement, the Owner hereby agrees, declares and confirms to grant exclusive and irrevocable development rights to the Developer in respect of the said Property as per the mutual understanding and arrangement agreed and recorded between the Parties hereto.
 - 2.2 Further, in accordance with the terms hereof, the Owner has granted an exclusive license, right and absolute authority to enter upon the said Property for the purposes as stated herein, for due performance, observance and fulfillment of the obligations by the Developer as recorded herein. Such exclusive license, right and absolute authority to enter upon the said Property should not amount to or be treated as giving possession of the said Property to be developed in accordance with the terms and should not be considered as creation of any right title and interest in respect of the said Property to and in favor of the Developer. It has been expressly clarified and agreed between the Parties hereto that this Agreement will not be contemplated to be a transfer of the said Property in accordance with section 53A of the Transfer of the Property Act, 1882.



2.3 Prior to execution of this Agreement, the Parties hereto have independently through their respective architects/ consultants, evaluated all the factors for the development of the said Property including the Floor Area Ratio ("FAR") and other benefits that can be availed on the development thereof.

2.4 In view of the aforesaid, and after considering all the factors pertaining to the development of the said Property, the Parties have computed and arrived at a conclusion that the total construction area on the said Property, post development shall be upto about 67625.817 square feet built up area, equivalent to about 6282.58 square meters built up area, which will comprise of the following as under:

No.	Particulars of the Constructed Area on the said Property	Aggregate Area (in Square Feet)	Aggregate Area (in Square Meters)
1	22 (Twenty Two) Residential Villas (BUA)	53818.85	4999.89
2	22 Homes - Semi Covered Area	8324.91	773.40
3	Staff Quarters (BUA and Semi Covered Area)	3359.09	312.07
4	Amenities Block (BUA and Semi Covered Area)	2122.967	197.22
	Total	67625.817	6282.58

2.5 In accordance with the terms hereof and what is stated hereinabove, the Developer at the request of the Owner has agreed to undertake the development of the said Property and the Parties hereto have mutually agreed to and arrived at an arrangement for the development of the said Property, by way of area sharing, in the manner stated herein.

The Parties are fully aware and conversant and hereby confirm that the total constructed area referred to in Clause 2.4 hereinabove are tentative areas (with a ten percent addition), are subject to final/ revised approval, sanction, permission, etc. from the concerned authorities with respect to the development of the said Property. It has been expressly clarified and agreed between the Parties hereto that the total constructed area of the said Property, approved/sanctioned by the concerned authorities (i.e. any addition, reduction or revision to any constructed area on the said Property referred to hereinabove), shall be



final and binding on the Parties hereto, for the purposes of area sharing as agreed and recorded herein.

Owners Share

- a) the Owner shall be entitled to 15% (Fifteen per cent) of the total constructed area on the said Property i.e. about 10,143.87 square feet built up area, equivalent to about 942.38 square meters built up area (hereinafter referred to as the "**Owners Share**"), out of total constructed area admeasuring 67,625.817 square feet built up area, equivalent to about 6,282.58 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense, as provided herein and more particularly described in the **Schedule III** hereunder written.
- b) The Owner hereby agrees, declares and confirms the Owners Share as recorded herein and it will not demand any additional area, consideration, compensation and/or raise any claim, dispute, objection, etc. with the Developer with respect thereto at any time hereafter.

Developers Share

- c) the Developer shall be entitled to the remaining balance 85% (Eighty Five per cent) of the total constructed area on the said Property i.e. about 57,481.947 square feet built up area, equivalent to about 5,340.20 square meters built up area (hereinafter referred to as the "**Developers Share**"), out of total constructed area admeasuring 67,625.817 square feet built up area, equivalent to about 6,282.58 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense, as provided herein, and more particularly described in the **Schedule IV** hereunder written.

2.6 The Parties have agreed and clarified that the staff quarters, other services, passages/ pathways, gardens, open areas, etc. to be constructed and developed in the said Property, subject to approval /permission from the concerned authorities, for the exclusive and collective use and enjoyment by the respective owners of the residential premises/ villas, of the Owners Share and Developers Share, will at all times hereinafter be treated as and deemed to be "**Common Areas and Facilities**".

2.7 For the purposes of clarity and for avoidance of doubts, the provision and construction of the balcony/ terrace area and swimming pool appurtenant to the respective villas, in the Owners Share and Developers Share, in



in aggregate admeasuring about 6,507.86 square feet built up area equivalent to about 604.6 square meters built up area, does not form part of the FAR and have not been included in the computation for the total constructed area of about 67,625.817 square feet built up area, about 6,282.58 square meters built up area as stated hereinabove.

- 2.8 During the subsistence of this Agreement and prior to completion of the construction/ development of the said Property i.e. completion of the Owners Share, Developers Share and the Common Areas and Facilities as provided herein, if any additional construction is permitted or any benefit is made available, which can be utilized by the Developer on the said Property, the said additional construction / benefit will be shared between the Parties hereto in the same proportion / percentage as agreed and recorded herein i.e. 15% (Fifteen per cent) will be the Owners Share and 85% (Eighty Five per cent) will be the Developers Share.
- 2.9 It has been expressly clarified that the Developer shall at its sole discretion be entitled to avail the benefit as provided in the foregoing Clause 2.8 and the Developer shall not be obligated or bound to construct the said additional area on the said Property. In such an eventuality, the Parties will mutually agree to such terms and conditions for the utilization of the additional benefit as provided herein or in the alternative, the Developer with the written consent of the Owner, shall be entitled to transfer, sale or assign the proportionate share of the Developers Share to any person by way of Transfer Developments Rights ("TDR") and/or in such manner as may be permissible under applicable law and the Owner will not object to nor raise any claim with respect thereto.
- 2.10 The Developer shall be entitled to modify or amend the design/s, plan/s, proposed /approved layout plan/s of the said Property including for the residential premises/ villas and/or submit fresh plans for the layout of the said Property to be developed, to the concerned authorities, without any reduction /deduction to the percentage of the Owners Share to be allotted to the Owner in accordance with the terms hereof, without any prior consent/ permission from the Owner and the Owner hereby gives its/ his/ her express consent / permission to the Developer to modify, alter and submit fresh plans in respect of the said Property as provided herein.
- 2.11 It has been expressly clarified, agreed and confirmed between the Parties that the Developer shall be entitled to commence the development of the said Property in such manner as it deems fit and proper and the Owner shall not compel the Developer to commence and complete the



development of the Owners Share prior to completion of the Developers' Share.

2.12 Neither Party shall have any claim or objection with respect to the share of the other Party as provided herein nor do any act, thing, deed, etc. which is detrimental to the rights of the other Party or prejudicially affects either Party or is contrary to the terms hereof.

2.13 It is hereby expressly agreed and confirmed between the Parties hereto that the respective Party shall be entitled to receive in its own name, the proceeds from the sale of the residential premises/ villas i.e. the Owner shall be entitled to receive the proceeds from the sale of the Owners Share and the Developer shall be entitled to receive the proceeds from the Developers Share, without any consent or permission of the other Party. However, post execution of this Agreement, the Parties may enter into such arrangement or understanding to receive the sale proceeds, in the name of and for and on behalf of the Party, as the case may be.

2.14 The Parties hereto have agreed to become a confirming party to the agreement/s for sale, sale deeds, documents, writings, etc. that may be entered into between the respective Party and the prospective purchasers of the residential premises/ villas constructed or to be constructed on the said Property, if required and not otherwise. The Owner will not object to, protest or raise any claim or demand any compensation from the Developer, for being a confirming party, with respect to what has been agreed hereinabove.

2.15 In respect of the Developers Share, the Developer shall be at liberty to sell, transfer and/or allot a residential premises/ villa/s and/or rights in the residential premises /villa/s and structures to be constructed on the said Property and/or to enter into any package deal or arrangement for allotment, sale and transfer of residential premises/ villa/s and structures to be constructed on the said Property, at such price/consideration and on such terms and conditions, as the Developer may feel appropriate and the Owner will not claim or raise any objection with respect thereto.

2.16 At the request of the Developer, the Owner hereby agrees to execute a specific power of attorney to and in favor of the Developer and its authorized representatives, with powers and authority to all acts, deed, things, etc. for and in connection with the development of the said Property. Irrespective of the specific power of attorney being executed in favor of the Developer as contemplated herein, in the event, the Owner is



required to remain present or attend before the concerned authorities for the purposes, for and in connection with this Agreement, the Owner shall forthwith attend to and cooperate with the Developer, without any excuses and delays. Further, the Owner shall execute all documents, deeds, writings, etc. that may be required by the Developer from time to time for the purposes as stated herein.

- 2.17 The name of the entire project to be developed on the said Property shall at times hereafter be known as "The Chapter: Volume 001".

3. **Sub-Division and Partition**

It has been expressly agreed and confirmed by the Owner that, prior to execution of this Agreement, it has not filed nor made any submission/ application for partition, sub-division of the said Property and/or any part thereof nor will file or make any submission/ application with respect thereto during the subsistence of this Agreement or event otherwise. Provided However, if such partition or sub-division of the said Property and/or any part thereof is required to be undertaken for the implementation and to avail any additional benefit or advantage from a development perspective by the Developer, which shall be subject to approval/ sanction from the concerned authorities, the Owner hereby grants its irrevocable consent and authority to the Developer for such partition/ sub- division and the Owner will at all times hereafter cooperate with the Developer for such partition / sub- division, as the case may be.

4. **Completion of the Development**

- 4.1 The Developer has agreed to complete the development of the said Property in accordance with the layout plan approved/ sanctioned by the concerned authorities and of the residential premises/ villas on or before 31st October, 2025, subject to Force Majeure Events as provided hereinbelow.
- 4.2 Save and except for the Force Majeure and for any reason not attributable to the Developer, if the Developer fails to deliver or delay in the completion of the development of the said Property, in particular, the Owners Share, within the time period stipulated hereinabove, the Owner shall be entitled to grant an additional time/ grace period of 6 (six months) to the Developer to complete the development.
- 4.3 If the Developer fails to complete the development during the additional grace period of 6 (six months) granted by the Owner as stated hereinabove, in such eventuality, the Owner at the request of the Developer and after



ascertaining the status of development of the said Property, in particular, the Owners Share, the Owner may extend or grant an additional time period to the Developer for completion of the development.

- 4.4 The Developer shall, at its own cost and expense, be solely liable and responsible for obtaining all the requisite permissions, licenses, approvals, order, sanad, etc. pertaining to the development of the said Property and the occupancy certificate for the respective residential premises/ villas for the Owners Share and also, for the Developers Share. The Developer shall ensure that the development of the project is completed in all respects including the Common Areas and Facilities as stated herein.
- 4.5 Upon completion of the construction and development of the Owners Share or any part thereof in accordance with the terms hereof and the Developer obtaining occupancy certificate in respect of the Owners Share or any part thereof from the concerned authorities, the Developer shall forthwith, from time to time, inform the Owner about the same in writing to take possession of the Owners Share or any part thereof, within 30 (thirty) days from the date of intimation from the Developer, failing which it shall be deemed that the Owner has taken possession of the Owners Share or any part thereof, as the case may be. Further, the Owner shall be liable and responsible for payment of all statutory taxes and outgoings, etc. in respect of the Owners Share or any part thereof from the date of occupation certificate, irrespective of the handover taken from the Developer as provided herein.
- 4.6 The development of the said Property shall be deemed to be complete in all respects upon the Developer handing over vacant and peaceful possession of the Owners Share or any part thereof to the Owner as provided hereinabove and to the prospective purchasers of the Developers Share, upon receipt of the occupancy certificate for the Developers Share or any part thereof, as the case may be.
- 4.7 Prior to taking the possession of the Owners Share as stated herein, the Owner shall visit, inspect, verify and satisfy itself with respect to the quality of construction and completion thereof and any defect or deficiency shall be forthwith be drawn attention of the Developer to enable the Developer to carry out and rectify the defects and deficiencies, if any, failing which the Owner shall not be entitled to claim or seek redress against the Developer in respect thereof.
- 4.8 Save and except for structural defects, cracks/dampness shall not be considered as defective work and further, the Developer shall not be



responsible for colour/ painting work, variations in size of flooring tiles, glazed tiles or any natural stones like marble, granite, or any sanitary fitting etc. The Owner shall not be entitled to claim from the Developer, any amount towards the cost, expenses or charges of repairing or curing any defects undertaken or carried out by the Owner in the Owners Share, without the prior written consent of the Developer.

4.9 Upon completion of development of the said Property or any part thereof, the Developer shall at its sole discretion appoint a maintenance agency for the administration and maintenance of the said Property and the Owner and/or the owners/ purchasers of the Owners Share, contribute and pay to the Developer or to the maintenance agency, all costs and expenses incurred towards the maintenance, security, house-keeping, electricity, water, municipal taxes, outgoings and expenses, etc. at actuals, based on the proportionate area, for which construction has been completed by the Developer.

4.10 Upon completion of development of the said Property in accordance with the terms hereof and as per the applicable provisions of law, the Parties hereto will liable and bound to convey its share right title and interest in the said Property to and in favor of the prospective purchasers/ owners of the residential premises/ villas of the Owners Share and the Developers Share, or the association of the owners, entity, organization etc. formed for the administration and maintenance of the said Property and/or any part thereof, as the case may be.

5. **Representations, undertakings, assurances, covenants of the Owner:**

5.1 The Owner is seized, possessed of and well sufficiently entitled to the said Property, with clear and marketable title, free from encumbrances, except for what is stated herein.

5.2 The Owner is entitled to enter into this Agreement with the Developer and that it has full right and authority to sign and execute the same.

5.3 The Owner has not done any act, deed, matter or thing whereby or reason whereof, the rights of the Developer for the development of the said Property or any part thereof, are prejudicially affected and the Developer is prevented from fulfilling its' obligations and compliance of the terms and conditions hereof in any manner whatsoever.

5.4 Prior to execution of these presents, the Owner has not agreed, committed or contracted or entered into any agreement, memorandum of understanding or writings, etc. for the sale, transfer, lease and leave and



license or even otherwise of any nature whatsoever in respect of the said Property or any part thereof with any person or persons other than the Developer herein.

- 5.5 Save and except Loan Agreement dated 16th December, 2021 executed between Isprava Vesta Pvt. Ltd. (Lender), Lavaux Luxury Project One LLP (Confirming Party) and Milky Investment and Trading Company (Lender), the Owner has not created any mortgage, charge, security, availed any loan or financial assistance, or created any other encumbrance/s on the said Property in any manner whatsoever as mentioned herein nor will hereinafter, create any mortgage, charge, security, avail any loan or financial assistance, or create any encumbrance/s on the said Property or any part thereof in any manner whatsoever.
- 5.6 The Owner shall render all assistance and co-operation that may be required by the Developer from time to time to carry out the development work in respect of the said Property and construction and completion of the villa/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom.
- 5.7 The Owner shall not object to any decision of the Developer pertaining to development of the said Property and/or construction of the residential premises/ villa/s such as; design, layout, number of residential premises/ villas to be constructed, collaterals, branding, sale and the price of the residential premises/ villa/s as long as the development is in accordance with sanctioned/ approved plans, drawings and the governing bye laws, rules and regulations, applicable laws, as the case may be.
- 5.8 The Owner shall not hire and/or engage any other person in connection with the development and construction of the said Property including marketing of the residential premises/ villas to be constructed thereon and any services to be rendered by the Developer.
- 5.9 The Owner hereby expressly agrees to grant and hereby grants permission to the Developer, on the completion, before completion and during construction of the residential premises/ villas, to publish pictures of the residential premises/ villas (interiors and exteriors) including but not limited to the swimming pool, garden, landscaping etc. displaying on the Developer's website [REDACTED] or any such website as the Developer may deem fit and any other print material, etc. as the Developer



may require to be made from time to time to show the quality of the work done by the Developer.

5.10 There is no impediment to enter into this Agreement under any law or contract nor is there is any statutory prohibition or restriction on sale, development, transfer of the said Property and/or any part thereof and further, the said Property is not subject to any acquisition proceedings or otherwise, howsoever remote, of any kind whatsoever.

5.11 There is/was no statutory bar or prohibition to acquire/hold the said Property including and not limited to any provisions under the Goa Town & Country Planning Act, Goa Land Revenue Act or any other provision of law applicable to the said Property.

5.12 The Owner has not created any right of way nor granted any access, ingress or egress or otherwise to any person to the said Property in any manner whatsoever. Provided However, if any access or right of way is to be created on the said Property for the development of the said Property and/or any part thereof, the Owner will cooperate with the Developer for the same and unconditionally execute such writings and documentation pertaining thereto.

5.13 There are no disputes or otherwise pending with respect to the boundaries for the said Property.

5.14 The Owner has paid and hereby undertakes to forthwith pay all the property/ municipal taxes, statutory outgoings, charges, expenses, etc. pertaining to the said Property till the date hereof including any arrears, outgoings, etc. due and payable for the period prior to this Agreement. Further, the Owner shall continue to pay and be liable for all the property/ municipal taxes, statutory outgoings, charges, expenses, etc. pertaining to the said Property as the owner of the said Property till the completion of development of the said Property in all respects as provided herein.

5.15 Further, the Owner shall be solely liable and responsible for stamp duty and/or registration fees, including penalty, if any, required to paid to any statutory authority in respect of any title documents relating to the said Property, prior to the date of this Agreement and shall keep the Developer indemnified for the same.

5.16 The Owner has not omitted to disclose to the Developer any material fact in respect of the said Property. The Owner is fully aware and conversant that the Developer has agreed to enter into this Agreement and carry out



its obligations under this Agreement, relying upon and believing the statements, representations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate.

6. **Representations, undertakings, assurances, covenants of the Developer**

6.1 The Developer agrees to develop and/or cause to be developed the said Property on the terms mentioned herein and as permitted by the concerned authorities.

6.2 The Developer has the expertise and experience in constructing residential properties, and the Developer shall, entirely at its own costs, solely undertake the designing, planning, construction, development, marketing and sale of residential premises/ villa being developed and constructed on the said Property.

6.3 The Developer shall apply for, obtain entirely at its own costs and pay for all necessary permissions, etc. for the development of the said Property from time to time including demolition of all existing structures, if any, and any other necessary clearances as may be required for the development of the said Property.

6.4 It is hereby agreed that in all matters relating to design, layout, number of residential premises/ villas to be developed, contractors, vendors /suppliers' selection, dealing with the concerned authorities, marketing strategies for the publication of marketing collaterals viz. brochures, hoardings etc., the decision of the Developer shall be final. All the costs charges and expenses in that behalf shall be to the account of the Developer only.

6.5 The Developer shall be entitled to enter into separate contracts in its own name with building contractors, architects, structural engineer, RCC consultants and other such consultants to prepare designs/plans and engage professionals for all other services that may be required for undertaking the development of the said Property, at its risk and make necessary payments /pay fees to them.

6.6 All the residential premises/ villas will be marketed and sold by the Developer under such brand and logo as the Developer deems fit and proper and the Owner will not object to the same at any time in any manner whatsoever.



- 6.7 The Developer is entitled to enter into this Agreement with the Owner and that it has full right and authority to sign and execute the same.
- 6.8 The Developer shall complete construction of the residential premises/ villa/s on or before 31st October, 2025.
- 6.9 The Developer shall be entitled to create any mortgage, charge, avail loan or financial assistance or create any other encumbrance whatsoever on the residential premises/ villas to be constructed on the said Property i.e. on the development rights granted to the Developer in accordance with the terms hereof.
- 6.10 The Developer confirms and agrees that the entire development of the said Property shall be carried out by the Developer and that the Owner shall not be responsible in any manner whatsoever either in the development/ construction activity or for any payments to the employees, contractors, consultants, agents, etc. of the Developer, as the case may be.
- 6.11 The Developer shall, at its own cost and expense, register the project i.e. construction and development of the said Property as stipulated hereunder, under Real Estate Regulation Act, 2016 ("RERA") and will comply with all the terms and conditions and rules and regulations as required to be complied with under the RERA for this project. The Owner shall be a co-promoter of the said project in terms of RERA.



7. **Transfer/ Assignment**

- 7.1 Post execution of this Agreement, the Owner shall not assign/transfer its share, right, title or interest or create any third party rights in the said Property or any part thereof, except with prior written consent of the Developer and not otherwise.
- 7.2 In accordance with the provisions of RERA, the Owner hereby expressly permits and consents to allow the Developer to transfer or assign the benefits of this Agreement to any of its subsidiary, affiliates, group entities, etc. or any third party on such terms and conditions as it may deem fit and proper, without any prior consent/ permission from the Owner and such consent for the transfer/assignment of this Agreement by the Developer as provided herein, shall be binding upon the prospective purchaser/s of the Owners' Share in the said Property. Provided However, such proposed transferee/ assignee shall at all times be liable and responsible for due performance and observance of the terms and conditions contained herein.



8. **Force Majeure**

8.1 Neither Party shall be liable to the other for its failure to perform or fulfil any of its obligations to the extent that its performance is delayed or prevented, in whole or in part, due to any event, series of events, crisis, or state of affairs including acts of God or such other events beyond the reasonable control of the either Party:-

- a) any action of the Government, orders, terrorist activities, cyberattacks, lightening, earthquake, tempest, cyclone, flood, storm, hurricane, tornado, volcanic eruption or fire or other casualty or accident or landslide, natural calamity not expressly referred to therein; or
- b) war, act of terrorism, insurrection, rebellion, riots or other civil unrest/ violence, bandh or boycotts, or other violence etc.; or
- c) epidemics, pandemics, quarantine restrictions or other public health restrictions or advisories accompanied by a Government order/ notification mandating such restrictions; or
- d) strikes, lockouts or other labour interruptions; or
- e) disruption to local, national or international transport service, trade embargoes directly interrupting the performance of this Agreement

and which event prevents the Developer from performing its obligations under this Agreement and which act or event is beyond the reasonable control and not arising out of the fault of the Developer and the Developer has been unable to overcome such act or event by the exercise of reasonable efforts, skill and care, including through expenditure of reasonable sums of money (each event referred to as a “**Force Majeure Event**”).

8.2 If the Developer is unable to perform any of its obligations hereunder as a result of Force Majeure Event, the Developer shall: (i) give a written intimation to that effect to the Owner as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and (ii) use reasonable efforts to remedy such occurrence as quickly as possible. To the extent required, by any such occurrence of Force Majeure Event, performance hereunder by the Developer shall be suspended during the continuance of any such occurrence (but for no longer period). When such Force Majeure Event is remedied or ceased to be applicable, the Developer shall notify in writing to the Owner about the same.

8.3 Upon occurrence of the Force Majeure Event, the Parties will forthwith mutually assess the situation and agree to an amicable resolution with the



intent to fulfil the purpose of this Agreement or termination of this Agreement, as the case may be.

9. **Termination:**

9.1 Save and except for a Force Majeure Event as stated hereinabove, neither Party shall be entitled to voluntarily terminate this Agreement, except for the reasons and account of, as provided herein.

9.2 In the event of any breach /default of the terms and conditions of this Agreement by either Party, in that case, the non-defaulting Party shall give a written notice of 30 (thirty) days to the defaulting Party, referring to the default/ breach committed of the terms and conditions hereof and to cure/ rectify the same within the said notice period, failing which this Agreement shall deemed to be terminated on the expiry of 30 (thirty) days' notice period, without any further notice or intimation to the defaulting Party and the consequences of termination shall follow.

By the Owner

9.3 Subject to Clause 8 and Clause 9.2 hereinabove, the Owner shall not be entitled to terminate this Agreement, save and except for the reasons and on account of:

- a) failure on the part of the Developer to rectify/ cure the breach committed and failure to fulfil its obligations under this Agreement;
- b) in the event of any bankruptcy or insolvency proceedings have been adjudicated and accepted by the Court of Law or concerned authorities against the Developer;
- c) any proceedings for winding up has been filed resulting into appointment of any Court Receiver or official liquidator/ insolvency resolution professional for the assets and business of the Developer;
- d) any act, deed, thing, etc. committed by the Developer which is contrary to the applicable provisions of law and the purposes of this Agreement cannot be achieved as agreed herein.

9.4 In the event of termination of this Agreement, for reasons attributable to the Developer as stated hereinabove, the Developer shall forthwith remove all its employees, contractors, representatives, contractors, personnel, equipment, machinery, etc. from the said Property and/or any part thereof and the Developer shall be entitled to handover copy of all permissions, licenses, building plans, drawings, designs, etc. to the Owner in respect of the said Property.



- 9.5 Upon termination of this Agreement by the Owner as provided herein, the Owner shall be entitled to deal with, sell, transfer and assign the said Property to any person or third party in such manner as the Owner may deem fit.
- 9.6 Further, upon termination of this Agreement, if the Owner has agreed to or sold the Owners Share, in that case, the Owner shall be solely liable and responsible for the fulfillment of the obligations as may be agreed and recorded between the Owner and the prospective purchaser, in the agreement for sale, deed of sale and/or any such writings, etc. as may be executed between the parties thereto.
- 9.7 Upon termination of this Agreement, the specific power of attorney, if any, is executed by the Owner to and in favor of the Developer and/or its representatives for the purposes of development of the said Property as stated hereinabove, shall deemed to be revoked and stand terminated with immediate effect, without any notice or intimation of such termination.

By the Developer

- 9.8 Subject to Clause 8 and Clause 9.2 hereinabove, without prejudice to the other rights under this Agreement, the Developer shall not be entitled to terminate this Agreement, save and except for the reasons and on account of:
- a) failure on the part of the Owner to rectify/ cure the breach committed and failure to fulfil its obligations under this Agreement;
 - b) in case, if any defect is found in the title of the Owner, resulting into prevention /obstruction of the development of the said Property and ultimately, the final transfer/ conveyance/ assignment of the share right title and interest of the Owner in the said Property to the owners/ purchasers of the residential premises/ villa of the Owners Share and the Developers Share, as the case may be;
 - c) in the event of any bankruptcy or insolvency proceedings have been adjudicated and accepted by the Court of Law or concerned authorities against the Owner;
 - d) any proceedings for winding up has been filed resulting into appointment of any Court Receiver or official liquidator/ insolvency resolution professional for the assets and business of the Owner;
 - e) any act, deed, thing, etc. committed by the Owner which is contrary to the applicable provisions of law and the purposes of this Agreement cannot be achieved as agreed herein.
 - e) the Developer is prevented from undertaking the development of the said Property in accordance with the terms hereof by any persons



and/or concerned authorities for any reasons directly or indirectly attributable to the Owner;

- 9.9 In the event of termination of this Agreement, for reasons attributable to the Owner as stated hereinabove, the Developer shall forthwith stop the development and construction work on the said Property and remove all its employees, contractors, representatives, contractors, personnel, equipment, machinery, etc. from the said Property and/or any part thereof.
- 9.10 Upon termination of this Agreement, all the permissions, licenses, building plans, drawings, designs, etc. in respect of the development of the said Property shall solely belong to the Developer, provided however, for the purposes of completion of the development and construction of the said Property, the Developer shall provide a copy of the same to the Owner, subject to receipt of the compensation and interest from the Owner as provided hereinabove.
- 9.11 Further, upon termination of this Agreement, if the Developer has agreed to or sold any of the residential premises/ villas to any prospective purchaser or person from the Developer Share, in that case, the Owner shall be solely liable and responsible for the fulfillment of the obligations as may be agreed and recorded between the Developer and the prospective purchaser or person, in the agreement for sale, deed of sale and/or any such writings, etc. as may be executed between the parties thereto.
- 9.12 Upon termination of this Agreement, and refund and repayment of the amounts agreed and recorded herein by the Parties, the Owner shall be entitled to deal with, sell, transfer and assign the said Property to any person or third party in such manner as the Owner may deem fit and not otherwise.

10. Finance/ Loans

- 10.1 Prior to the execution hereof, the Parties have entered into a Loan Agreement dated 16th December, 2021 executed between Isprava Vesta Pvt. Ltd. (Lender), Lavaux Luxury Project One LLP (Confirming Party) and Milky Investment and Trading Company (Lender).
- 10.2 On execution of this Agreement, the Owner has granted its consent and no objection to the Developer to avail loan and financial assistance from any person, bank, financial institution by creating a charge or security on the Developers Share and the Developer will be solely liable and responsible for the repayment of the same, without prejudicially affecting the share right title and interest of the Owner in respect of the said Property.



10.3 The prospective purchasers of the residential premises/ villas in the said Property, falling under the Owners Share /Developers Share, shall be entitled to raise a loan/ financial assistance from any person, bank, financial institution by creating a charge or security on the proportionate area of their respective residential premises/ villas, and will be solely liable and responsible for the repayment of the same, without prejudicially affecting the share right title and interest of the Owner in respect of the said Property and the development rights of the Developer as contemplated herein including the Developers Share.

11. **Communications/ Notices**

Any communication or notice to be served upon any Party to these presents shall always be in writing and shall be served either by (i) speed post with acknowledgment due or (ii) by courier at the respective addresses given below and within 7 (seven) days from the service thereof shall be deemed to be received by the addressee.

In case of the Owner:

To the Attention of: Legal Manager

Address: First Floor, Impression House, 42A, G.D. Ambekar Marg,
Wadala (W), Mumbai 400 031

Email:

In case of the Developer:

To the Attention of: Legal Manager

Address: First Floor, Impression House, 42A, G.D. Ambekar Marg,
Wadala (W), Mumbai 400 031

Email:

Any change in the above address shall be notified by the concerned Party to the other Party, in writing. Until and unless the communication of such change in address is received by the other Party the above address shall be deemed to the valid and existing address of the Parties.

12. **Dispute Resolution**

In the event of any dispute, difference, claim or controversy arising out of or in connection with the interpretation or implementation of this Agreement, the Parties shall make an attempt to mutually resolve the dispute without intervention of any third party within a period of 30 (thirty) days from the date of occurrence of such dispute. However, if the Parties fail to resolve the dispute or difference within a period of 30 (thirty) days as stated herein, the dispute or difference arising between the



Parties with respect to this Agreement or any matter in connection therewith or relating thereto shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force. The dispute shall be referred to arbitration at the written request of either Party to the sole arbitrator mutually appointed by the Parties within 15 (fifteen) days from the date of expiry of the 30 (thirty) days' notice period, and the venue of arbitration shall be Mumbai and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding on the Parties. The fees for arbitration shall be borne and paid by the Parties equally.

13. **Indemnity**

13.1 Each Party mutually agrees to indemnify, defend and hold harmless the other Party (including such other Party's directors, employees, representatives and agents) from any claims, liabilities, damages, losses and judgments, including costs and expenses incidental thereto, directly incurred by either Party as a result of breach or non-performance, or misrepresentation or declarations as herein stated or made or negligence under this Agreement by either of the Parties.

13.2 Neither Party shall be liable to the other Party for any consequential, indirect, incidental, special, exemplary or punitive damages (including, but not limited to, indirect loss of profit or future loss of profit, reputation or goodwill and damages of third parties) or expenses in connection with the performance or failure to perform any provisions of this Agreement except those arising from: -

- a) fraudulent misrepresentation or misstatement; or
- b) death or personal injury caused by negligence; or
- c) the specific terms of any indemnity in this Agreement.

13.3 This Clause shall continue without limit of time, and shall survive the termination of this Agreement.

14. **Compliance of Applicable Laws**

Both Parties shall be responsible for compliance of their respective obligations under the applicable laws.

15. **Miscellaneous**

15.1 The Parties hereto agree, declare and confirm that this Agreement does not constitute any joint venture or partnership between the Parties hereto. It is hereby agreed and declared that the Parties hereto have undertaken the obligations and have the rights specified herein on their own account



as independent Parties and on a principle-to-principle basis and not on behalf of or on account of or as agent of any of them or of anyone else.

15.2 If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement, shall not, so far as possible, be affected by the severance.

15.3 Any alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by both the Parties.

15.4 No failure or delay by a Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

15.5 The stamp duty, registration fees and all other incidental expenses relating to the registration of this Agreement shall be borne and paid by the Developer. The Parties shall endeavor to attend the offices of the concerned Sub-Registrar of Assurances for the registration of this Agreement in accordance with the provisions of The Registration Act, 1908.

15.6 The original registered Agreement shall be kept by the Developer and a certified true copy thereof will be provided by the Developer to the Owner.

15.7 The Parties hereto shall bear and pay the professional charges of their respective Advocates/Solicitors.

*For the purpose of stamp duty this Agreement it is valued at **Rs.2,82,71,400/- (Rupees Two Crore Eighty Two Lakhs Seventy One Thousand and Four Hundred Only)** i.e 942.38 sq.mts (15% of the total of the total constructed area) i.e owners Share @ Rs. 30,000/- per sq.*



SCHEDULE I REFERRED TO HEREINABOVE:
("the said Larger Property")

ALL THAT part and parcel of land admeasuring 20,941 sq.mtrs. bearing Survey no. 16/0 of Village Moira, forming part of the Larger Rustic property known as **"BOUTICACHEM BATT"** or **"CONDULEM"** or **"BHOUTI KARCHEN BHAT"** or **"KONDULE"**, situated at Moira, within the limits of Village Panchayat of Moira, Taluka and Registration Sub-District of Bardez, District North Goa, in the Land Registration Sub-District of Bardez, District of North Goa, in the State of Goa, which whole property is described in the Land Registration Office under description no. 15200 at page 131 of Book B-39 New and not enrolled in the Taluka Revenue Office and as a whole is surveyed under no. 16/0, 21/20, 21/21 and 21/22.

The said Larger Property bearing Survey no.16/0 is bounded as under:-

Towards the North: By property bearing Survey no.16/1A, 16/1B of the same Village and partly by proposed 10 meters Road.

Towards the South: By existing Road (proposed 10 meter wide road) and partly by property bearing Survey No.15/5.

Towards the East: By existing Road (proposed 10 meters wide Road).

Towards the West: By existing Road and pathway and partly by property bearing sy.No.15/5.



SCHEDULE II REFERRED TO HEREINABOVE:
("the said Property")

ALL THAT part and parcel of land admeasuring 9,340 sq.mtrs. bearing Survey no. 16/0 of Village Moira, forming part of the Larger Rustic property known as **"BOUTICACHEM BATT"** or **"CONDULEM"** or **"BHOUTI KARCHEN BHAT"** or **"KONDULE"**, situated at Moira, within the limits of Village Panchayat of Moira, Taluka and Registration Sub-District of Bardez, District North Goa, in the Land Registration Sub-District of Bardez, District of North Goa, in the State of Goa, which whole property is described in the Land Registration Office under description no. 15200 at page 131 of Book B-39 New and not enrolled in the Taluka Revenue Office and as a whole is surveyed under no. 16/0, 21/20, 21/21 and 21/22, forming part of the Larger Property described in Schedule I hereinabove.

The said Property is bounded as under:

On the North: By the proposed 10 meter wide Road and partly by the property bearing Survey No.16/1-A;

On the South: By existing Road (Proposed 10 meter wide road);

On the East: By existing Road (Proposed 10 meter wide road);

On the West: By property bearing Survey No.16/1-A and remaining part of the property bearing Survey No. 16/0.

SCHEDULE III REFERRED TO HEREINABOVE:
("Owners Share")

All that 15% (Fifteen per cent) of the total constructed area on the said Property (more particularly described in the Schedule II hereinabove) i.e. about 10,143.87 square feet built up area, equivalent to about 942.38 square meters built up area, out of total constructed area admeasuring 67,625.817 square feet built up area, equivalent to about 6,282.58 square meters built up area, which will be developed and constructed by the Developer, at cost and expense of the Developer.



SCHEDULE IV REFERRED TO HEREINABOVE:
(“Developers Share”)

All that 85% (Eighty Five per cent) of the total constructed area on the said Property (more particularly described in the Schedule II hereinabove) i.e. about 57,481.947 square feet built up area, equivalent to about 5,340.20 square meters built up area, out of total constructed area admeasuring 67,625.817 square feet built up area, equivalent to about 6,282.58 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense.

SCHEDULE V REFERRED TO HEREINABOVE:
(“Common Areas and Facilities”)

1. Staff Quarters;
2. Amenities Block;
3. passages/ pathways;
4. gardens, recreation ground;
5. open area.

all, for the exclusive and collective use and enjoyment by the respective owners of the residential premises/ villas, of the Owners Share and Developers Share.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses herein below mentioned.



Signed and Delivered)
by the withinnamed "the Owner")
LAVAUX LUXURY PROJECT ONE LLP)
Represented by its Partner)
MR. ADITYA R. NAIK)



LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				



Signed and Delivered)
by the withinnamed "the Developer")
ISPRAVA VESTA PRIVATE LIMITED)
Represented by its authorized Signatory)
MR. ADITYA R. NAIK)



LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				



In the presence of witnesses:

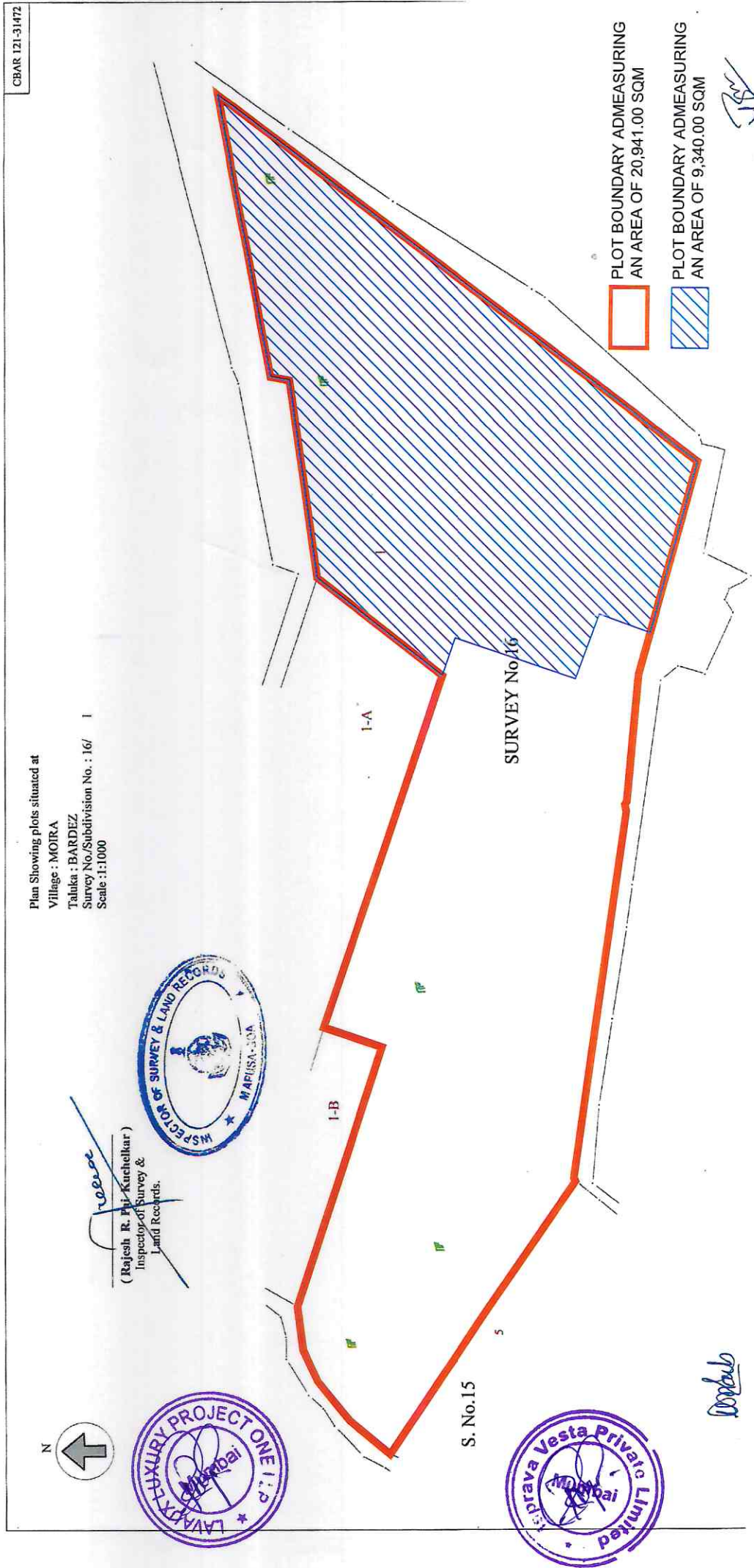
1. Adv. Sheshan Prakash Rawool
R/o. H.No.287, Povacao, Moira Bardez-Goa

2. Mr. Vasudev Rauji Chopdekar
R/o. 131, Khurban Wada Chopdem, Agarvado Pernem-Goa





GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 26-Dec-2022 01:30:12 pm

Document Serial Number :- 2022-BRZ-6063

Presented at 01:26:13 pm on 26-Dec-2022 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	819900
2	Registration Fee	848150
3	Tatkal appointment fee	10000
4	Processing Fee	2080
Total		1680130

Stamp Duty Required :819900/-

Stamp Duty Paid : 819900/-

Presenter



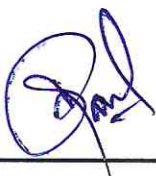



Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Aditya Naik Authorized Signatory For ISPRAVA VESTA PRIVATED LIMITED ,Father Name:Ranjan Naik, Age: 33, Marital Status: , Gender:Male, Occupation: Service, Address1 First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (West), Mumbai - 400031, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Aditya Naik Partner Of LAVAUX LUXURY PROJECT ONE LLP , Father Name:Ranjan, Naik, Age: 33, Marital Status: , Gender:Male, Occupation: Service, HNo.39, Tonca, Near Sewer Treatment Paint, Caranzalem, Tiswadi, Goa- Panaji, North Goa, Goa- 403002, PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Aditya Naik Authorized Signatory For ISPRAVA VESTA PRIVATED LIMITED , Father Name:Ranjan Naik, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (West), Mumbai - 400031, PAN No.:			

Witness:
I/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: SHESHAN PRAKASH RAWOOL, Age: 30, DOB: 1992-04-02 , Mobile: 9404454798 , Email: , Occupation: Advocate , Marital status : Unmarried , Address: 403507, Moira, Bardez, NorthGoa, Goa			
2	Name: VASUDEV RAUJI CHOPDEKAR, Age: 25, DOB: , Mobile: 9404454798 , Email: , Occupation: Service , Marital status : Unmarried , Address: 403512, Agarvado, Pernem, NorthGoa, Goa			


Sub Registrar

Sub-REGISTRAR
BARDEZ

Document Serial Number :- 2022-BRZ-6063



Book :- 1 Document

Registration Number :- **BRZ-1-5864-2022**

Date : 26-Dec-2022

Sub Registrar

**SUB-REGISTRAR
BARDEZ**

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

Scanned by Sadanand Kadam (MTS)

Sadanand Kadam

