



**GOVERNMENT OF GOA
REGISTRATION DEPARTMENT
Office of the Civil Registrar-cum-Sub
Registrar, Bardez**



STAMP DUTY CERTIFICATE

ENDORSEMENT

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

**Stamp Duty Of : ₹ 1700000/-
(Rupees Seventeen Lakhs only)
PAID VIDE E-RECEIPT NO 202400326482 DATED :30-Apr-2024,
IN THE GOVERNMENT TREASURY.**



[Signature]
03/06/2024
Sub Registrar

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

**SUB-REGISTRAR
BARDEZ**

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	202400003254
DOCUMENT SERIAL NUMBER	:	2024-BRZ-2630
DATE OF PRESENTATION	:	03-Jun-2024
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-2597-2024
DATE OF REGISTRATION	:	03-Jun-2024
NAME OF PRESENTER	:	MUBINA SAYED
REGISTRATION FEES PAID	:	₹1757840/-
PROCESSING FEES PAID	:	₹5160/-
MUTATION FEES PAID	:	N.A./-



**Government of Goa
Directorate of Accounts**

Opp. Old Secretariat,
Fazenda Building, Panaji Goa
Phone: 0832-2225548/21/31



Echallan No. 202400326482

e-Receipt

Department : 10 - NOTARY SERVICES

Echallan Date : 25/04/2024 15:56:49

Name and Address of Party : ManasSpacesLLP | 9822185575
PLOT NO 22B GF1 HAPPY HOMES HOUSING SOCEITY LA CAMPALA
MIRAMAR PANAJI GOA 403001

Service: Stamp Duty

	Amount
Stamp Duty	₹ 1700000.00

Total Amount: ₹ 1,700,000.00

(Rs. Seventeen Lakh Only)

Department Data: 202400003254 NOTARY|202400003254 NOTARY

Bank ref No: CPADTOAYN8

Status: Success

Payment Date: 30/04/2024 13:20:08

Payment Gateway: SBI_MOPS



2024-BRZ-2630
03/06/2024

Print Date: 30/04/2024 13:20:14

AGREEMENT FOR DEVELOPMENT CUM SALE

MANAS SPACES LLP

Manish Chohan
Partners

Z.A. Jaffer, Anuntaz Jaffer
H.K. Jaffer

This Agreement for Development cum Sale is made on this [30th] day of APRIL 2024 at Mapusa, Bardez, Goa.

BETWEEN

I. (1) (a) **MR. AKBAR AMIRALI JAFFER**, PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] son of Mr. Amirali Kamruddin Jaffer, age about 53 years, business, Indian National, married and his wife (b) **MRS. ZEENAT AKBAR JAFFER**, PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] daughter of Mr. Jehangir Kimji Pradhan, age about 51 years, service, Indian National, married, both presently residing at 1101, Celestial Tower, 15th Road, Bandra West, Mumbai 400050;

(2) (a) **MR. SAURABH RAMESH SANGEKAR**, PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] son of Mr. Ramesh Nagesh Sangekar, age about 56 years, service, Indian National, married, and his wife (b) **MRS. ARCHANA SAURABH SANGEKAR**, PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] daughter of Mr. Surinder Mehra, age about 57 years, doctor, Indian National, married, both presently residing at Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai – 400004;

(3) **MS. HEENA KARIM JAFFER**, PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED], daughter of Mr. Husainali Abdulmohemed Merchant, age about 54 years, service, Indian National, married, presently residing at 15, Aliabad, Aga hall, Nesbit Road, Mazgaon, Mumbai 400010;

(4) **MS. ZEENAT AHMED JAFFER**, PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED], daughter of Mr. Parvez Doctor, age about 49 years, housewife, Indian National, married, presently residing at 701, Pinnacle de Pride, Turner Road, Bandra West, Mumbai 400050 and

(5) **MS. MUMTAZ AZIZ JAFFER**, PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] daughter of Mr. Abdulali Khimji Bootwala, age about 60 years, housewife, Indian National, married, presently residing at 703, Panju Mahal, B. J. Road, Bandstand, Bandra West, Mumbai 400050; all the aforesaid parties at I above shall be hereinafter referred to as the "**FIRST PARTY**",



Z.A.J.
[Handwritten initials and signatures]

MANAS SPACES LLP
Partners
[Handwritten signatures and initials]

(which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective heirs, successors, administrators and assigns) of the "**First Part**";

AND

II. M/S MANAS SPACES LLP, (PAN No. [REDACTED]), a Limited Liability Partnership concern, having its office at Plot No.22/B, GF-I, Happy Home Housing Society, La Campala, Miramar, Panaji, Goa- 403001, herein represented by its Designated Partner, **MR. TANMAY ULHAS KHOLKAR alias JEVOTTAM ULHAS KHOLKAR**, (PAN NO. [REDACTED]), (AADHAR CARD NO. [REDACTED]), son of Mr. Ulhas Mahabaleshwar Kholkar, aged 49 years, married, business, Indian National, residing at Block A, Adwalpalkar Shelter, Caranzalem, Taleigao, Tiswadi, Goa, duly authorized vide Resolution passed at the Designated Partners Meeting held on 2nd December 2021, at the registered Office of the firm hereinafter referred to as the "**SECOND PARTY**", (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its successors and assigns) of the **Other Part**.



The **FIRST PARTY** and the **SECOND PARTY** shall be collectively referred to as the "**PARTIES**" and individually referred to as the "**FIRST PARTY**" and "**SECOND PARTY**"

Capitalized words and expression as used herein shall carry their ordinary meanings as are congruent and consistent with the manifest intent and purpose of this Agreement and not otherwise.

WHEREAS:

A. There exists a property known as '**PADRIGUELEM BATA**' or '**KALIZOR**' or '**MARACHE BHAT**' situated at the village of Moira, within the limits of Village Panchayat of Moira, Taluka and Sub-District of Bardez, District of North, State of Goa, not described in the Land Registration office but enrolled in the Land Revenue Records of Bardez Taluka under Matriz Nos. 1654, 1663 and 1670, and surveyed under nos. 48/4 and 67/19 of the Village Moira, hereinafter referred to

MANAS SPACES LLP

Partners

[Handwritten signatures and initials in blue ink, including 'Z.A.J.']

as the 'LARGER PROPERTY' and more specifically described in Schedule I hereinunder written.

B. Each of the Party herein has represented and warranted to the other Party that:

- a. The execution, delivery and performance of this Agreement by the Parties have been duly authorized.
- b. 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. This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the transactions contemplated herein to which the Parties are a party, constitutes or will constitute, following the execution and delivery thereof, valid and legally binding obligations of the Parties, enforceable against it in accordance with its respective terms.
- c. Neither the execution and delivery of this Agreement by such Party, nor the performance of its obligations hereunder, will (i) violate or constitute a default under any other agreement to which it is a party or by which it is bound; or (ii) violate or otherwise conflict with any laws applicable to such Party.
- d. There are no actions, suits, or proceedings pending or, to its knowledge threatened, against such Party in any court or by or before any competent authority or any arbitrator.
- e. No order or judgment of any court or approval from any Government, Statutory or Regulatory body (whether domestic or foreign), having been issued or made or revoked, as the case may be, against any Party herein, making it unlawful or otherwise prohibiting the transactions contemplated in this Agreement.
- f. The Parties will at all times ensure compliance with the applicable anti-corruption laws (Prevention of Corruption Act, 1988).



MANAS SPACES LLP

[Signature]
Partners

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Z.A.J.

C. The FIRST PARTY has represented to the SECOND PARTY that:

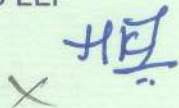
- a. Vide Deed of Sale dated 29th September 2021, registered in the office of the Civil Registrar cum Sub Registrar of Bardez at Mapusa, Goa, under register no. BRZ-1-3972-2021, Document Serial no. 2021-BRZ-3575 on 20/10/2021, the FIRST PARTY has purchased an area of 8,200 square meters which is a part of the LARGER PROPERTY known as "**PADRIGUELEM BATA**" or '**KALIZOR**' and also known as '**MARACHE BHAT**' situated at Moira village, falling within the limits of Village Panchayat of Moira, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, originally admeasuring 8800 sq. mts and not described in the land registration office of Bardez ("**Undivided Property**"), bearing Survey No.48/4, of Moira Village, presently admeasuring 8,200.00 sq. mts, (owing to acquisition of 600 square meters by the Public Works Division XVII, Government of Goa, of which on 07-09-1981 possession has been taken under section 16 of the Land Acquisition Act, 1894), this property is not described in the land registration office of Bardez.
- b. By Award dated 28/03/2003 passed in Case no. I/74/Dy. Col/Rev/2000, an area of 375 square metres from the Undivided Property was acquired by Government of Goa and the balance effective area being 7825 square metres. is hereinafter referred to as the "**SAID PROPERTY**" and more particularly described in **Schedule II** hereunder written and marked in red colour boundary lines on the Plan annexed hereto.
- c. The SAID PROPERTY is free from all encumbrances and besides the FIRST PARTY there are no other person(s), third parties having any right title and interest nor are entitled in any way whatsoever to the SAID PROPERTY. The FIRST PARTY holds, possesses and enjoys a clear and marketable title to the SAID PROPERTY and has the right, authority and capacity to transfer the clear and marketable title of the SAID PROPERTY and that the FIRST PARTY is free to dispose the SAID PROPERTY by way of sale or undertake the development of the SAID PROPERTY.
- d. That the Office of the Additional Collector – III, North Goa District at Mapusa has issued conversion Sanad bearing no: 4/334/CNV/AC-



MANAS SPACES LLP

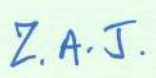
Partners











III/2021/91 dated 09/02/2022 thereby converting the SAID PROPERTY to non-agriculture.

- e. That the FIRST PARTY has represented to the SECOND PARTY that the SAID PROPERTY is fit for development and there are no legal impediment to the FIRST PARTY to enter into this Agreement under any law or contract nor is the SAID PROPERTY a land in which there is any statutory prohibition for sale/development/conveyance. The SAID PROPERTY is not subject matter to any acquisition proceedings or encumbrance, of any kind whatsoever. Neither is the SAID PROPERTY mortgaged or offered as collateral for securing any loan or for obtaining any advance whatsoever from any individual, Bank or Financial Institution and it is not subject to any statutory or any other charge or payment of income tax, gift tax etc. and is fit for construction, of a residential villa scheme to its full potential thereon.



That the SAID PROPERTY is in Settlement Zone (VP-2) with an F.A.R. of 60% as per Table – VIII of The Goa (Regulation of Land Development and Building Construction) Act, 2008 (Goa Act 6 of 2008) and The Goa Land Development and Building Construction Regulations, 2010 (Incorporating all Amendments up to September 2018 and / or any amendments to the aforesaid acts from time to time.).

- g. That the FIRST PARTY has not entered into any agreement for sale, transfer or development with respect to the SAID PROPERTY with any third party/ies prior to the execution of this agreement, nor is the SAID PROPERTY, subject matter of any gift, memorandum of understanding (either oral or written) or any other writing by whatever name called, creating any right in favour of any third party/ies.
- h. As on the Execution Date, to the best of knowledge of the FIRST PARTY, there is no statutory bar or prohibition to hold the SAID PROPERTY including and not limited to any provisions under the Goa Town and Country Planning Act 1974, Goa Daman and Diu Land Revenue Code 1968 or any other provision of law applicable to the SAID PROPERTY.

Handwritten signatures and initials in blue ink, including the name Z.A.J.

MANAS SPACES LLP

Partners

- i. There is no outstanding/s to any revenue/ Tax departments which could directly / remotely constitute a charge/ lien on the SAID PROPERTY that may adversely affect/ prejudice the transaction contemplated herein.

D. The SECOND PARTY has represented to the FIRST PARTY that:

- a. It is duly organized and validly existing and has all necessary power to execute and deliver this Agreement and perform all of its obligations hereunder.
- b. The execution and delivery of this Agreement has been duly authorized by way of a Resolution passed in the meeting of the Designated Partners and shall also bind each of its respective Designated Partners.
- c. Neither the execution nor delivery of this Agreement nor the performance of its obligations hereunder, will violate or constitute a default under its constitutional documents.
- d. The SECOND PARTY is engaged in the business of development of immoveable properties.
- e. It has successfully constructed and developed projects of similar nature, mixed development and high-rise residential cum commercial projects and has the requisite manpower and technical knowhow required for developing the SAID PROPERTY.
- f. It is not insolvent.
- g. It has or is capable of arranging, the necessary monetary and other resources to carry out in timely manner its responsibilities and obligations specified herein.

E. The names of FIRST PARTY, appears in Form I and XIV of the Undivided Property surveyed under survey nos. 48/4 admeasuring an area of 8,200.00 square metres under mutation entry no: 79189.



X HAJ HIKJ XHBT [Signature] Z.A.J.

MANAS SPACES LLP

Partners

F. The SAID PROPERTY has been converted for residential use with 60 F.A.R. vide Conversion Sanad dated 09/02/2022 under reference no. 4/334/CNV/AC-III/2021/91, by the Additional Collector-III, North Goa District, Mapusa, Goa, by the SECOND PARTY, the cost of the Conversion Sanad is borne by the FIRST PARTY.

G. The FIRST PARTY is desirous of developing and constructing a residential gated community scheme complex on the SAID PROPERTY by utilizing F.A.R available under, the Goa (Regulation of Land Development and Building Construction) Act, 2008 (Goa Act 6 of 2008) and the Goa Land Development and Building Construction Regulations, 2010 (Incorporating Amendments upto September 2018 and / or any amendments to the aforesaid acts from time to time) to the utmost extent and have approached the SECOND PARTY to develop and construct on the SAID PROPERTY.



H. On the basis of the above representations, the SECOND PARTY has offered to the FIRST PARTY to develop the SAID PROPERTY by constructing a gated project consisting of Villas including infrastructure and amenities (herein referred to as the "SAID PROJECT").

I. And in consideration of the SECOND PARTY constructing and handing over to the FIRST PARTY total built up area of 2300.39 square meters by way of 06 (Six) Villas which are specified in detail in **Schedule III** hereunder written and referred to as the '**FIRST PARTY'S ENTITLEMENT**' upon receipt of Occupancy Certificate for the PROJECT, the FIRST PARTY agrees to transfer all the undivided right corresponding to 4370.40 square meters. in the SAID PROPERTY to the SECOND PARTY and/or its nominees/ affiliates / Purchasers/ Allottees.

J. It is further agreed that the SECOND PARTY shall be entitled to construct for itself 08 (Eight) Villas on the undivided proportionate share of 4370.40 square metres. which undivided area shall be conveyed/allotted by the FIRST PARTY in favour of the SECOND PARTY and/or its nominees and/or assignees (The entitlement of the SECOND PARTY is specified in detail in **Schedule IV** hereunder written and shall be referred as the '**SECOND PARTY'S ENTITLEMENT**').

MANAS SPACES LLP

Partners

Handwritten signatures and initials in blue ink, including the name 'A.J.' and other illegible marks.

- K. The possession of the SAID PROPERTY is handed over by the FIRST PARTY to the SECOND PARTY for development of the SAID PROPERTY. It is clarified that the rights, share, title and interest of the SAID PROPERTY will vest with the FIRST PARTY till procurement of the Occupancy Certificate for the said PROJECT and till transfer / conveyance of all the undivided rights, share, title and interest corresponding to 4370.40 square meters. in the SAID PROPERTY in favour of the SECOND PARTY and/or its nominees/ Affiliates/ Purchasers/ Allottees.
- L. Nothing contained in this Agreement, shall be deemed to constitute a partnership or a joint venture or association of person/s between the Parties hereto. It is hereby agreed and declared that each of the Parties has undertaken obligations and has rights specified hereinabove on their own account and on principal-to-principal basis and not on behalf of or on account of or as agent of any of them, or of anyone else. Each of the Parties hereto are independent contracting parties. The rights and responsibilities of the Parties are specifically determined herein and shall be as hereinafter set out, and to be mutually agreed, from time to time by and between them.
- M. It is agreed and understood that neither party shall be entitled to assign their respective rights and obligations under this Agreement to any other person/s and/or third party/ies except to their/ it's heir/s, successor/s or permitted assignee/s without the consent of other Party hereto in writing.
- N. Relying upon the representations, warranties, statements, declarations and the obligations made by each Party hereto in the recitals and elsewhere in this Agreement, the Parties have agreed to enter into this Agreement.



NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDING SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED AND CONFIRMED), THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND, HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

MANAS SPACES LLP


Partners

X

Z.A.J. Khos


H.H.J

 A H.E.J

- K. The possession of the SAID PROPERTY is handed over by the FIRST PARTY to the SECOND PARTY for development of the SAID PROPERTY. It is clarified that the rights, share, title and interest of the SAID PROPERTY will vest with the FIRST PARTY till procurement of the Occupancy Certificate for the said PROJECT and till transfer / conveyance of all the undivided rights, share, title and interest corresponding to 4370.40 square meters. in the SAID PROPERTY in favour of the SECOND PARTY and/or its nominees/ Affiliates/ Purchasers/ Allottees.
- L. Nothing contained in this Agreement, shall be deemed to constitute a partnership or a joint venture or association of person/s between the Parties hereto. It is hereby agreed and declared that each of the Parties has undertaken obligations and has rights specified hereinabove on their own account and on principal-to-principal basis and not on behalf of or on account of or as agent of any of them, or of anyone else. Each of the Parties hereto are independent contracting parties. The rights and responsibilities of the Parties are specifically determined herein and shall be as hereinafter set out, and to be mutually agreed, from time to time by and between them.
- M. It is agreed and understood that neither party shall be entitled to assign their respective rights and obligations under this Agreement to any other person/s and/or third party/ies except to their/ it's heir/s, successor/s or permitted assignee/s without the consent of other Party hereto in writing.
- N. Relying upon the representations, warranties, statements, declarations and the obligations made by each Party hereto in the recitals and elsewhere in this Agreement, the Parties have agreed to enter into this Agreement.



NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDING SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED AND CONFIRMED), THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND, HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

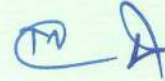
MANAS SPACES LLP


Partners

X

Z.A.J. Khas


HAT

 A HEJ

1. EFFECTIVENESS OF THE AGREEMENT:

- 1.1 The recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of convenience and the recitals shall be deemed to be incorporated in the operative part also as if the same were set out hereunder and reproduced verbatim.
- 1.2 It is agreed that the provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall become effective from the Execution Date.

2. DEFINITIONS:

In this Agreement, unless the context otherwise requires, the following words, with its grammatical variations and cognate expressions, shall mean the following:

2.1. Built Up Area:

"Built up area" means all areas which are built upon and essentially forming part of the Villa/Villas and which includes all area computed under covered area/floor area as well as all area specifically exempted under covered area/floor area calculations and which are allotted for the exclusive use of the owner of the respective Villa.

2.2. Carpet Area: shall mean the net usable floor area of a Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Villa.

2.3. Common Areas: shall mean and include roads, pathways, storm water drains, common car park spaces, lawns and grounds, security rooms, society office, and / or such other premises used for infrastructure and common amenities, if any provided in the SAID PROJECT.

2.4. Common Area Amenities: shall mean and include 24X7 full DG backup, Rainwater harvesting, common gas bank (optional), STP, etc., and/or such other amenities that are for the non-exclusive common use of the residents/occupants of the SAID PROJECT.



MANAS SPACES LLP

[Signature]
Partners

S.A.J.

[Handwritten initials and signatures]

2.5. Consultants: shall mean Architect/s, Liaisoning Architect/s, MEP Consultant/s, Structural Consultant/s, Lighting Consultant/s, Interiors Consultant/s, LEED Consultant/s etc. as may be required for the SAID PROJECT.

2.6. Contractors: shall mean Civil contractor/s, Interior/Finishing Contractor/s, Waterproofing Contractor/s, Landscape Contractor/s, Façade Contractor/s, Swimming Pool Contractor/s, MEP Contractor/s etc. as may be required to carry out the construction for the SAID PROJECT.

2.7. Cost Of Construction Cum Development: Cost of construction cum Development shall mean all the costs and expenses of approvals/ NOC/s/ consents/ certificates/ construction (including labour, material and all utility charges) /development (including infrastructure and amenities) of the SAID PROPERTY in accordance with the approved and sanctioned plans with the only exclusion of Conversion Sanad.



2.8. Encumbrances : includes any: pledge, charge, lien (statutory or other), equitable interest, mortgage, easement, encroachment, guarantee, surety for any debt, right of way, rights of first refusal or restriction of any kind, hypothecation, security interest, option, security interest, encumbrance or third party right or claim of any kind, including any restriction on use, transfer, receipt of income or exercise or any agreement to create any of the above or has a similar effect in Applicable Law.

2.9. Entity: shall mean a co-operative society or a limited company or an association of persons or such other entity entrusted with the up-keep or maintenance of the SAID PROJECT and / or the common amenities of the SAID PROJECT.

2.10. FIRST PARTY'S ENTITLEMENT: shall have the meaning ascribed to it in Recital paragraph I and clause 5.1(a).

2.11. Floor Area Ratio (F.A.R): shall mean 50% of the area of the SAID PROPERTY available for permissible construction and development.

MANAS SPACES LLP

Paul Chahar
Partners

AAS

X Z.A.J. *anaj*

[Handwritten signatures and initials]

2.12. Force Majeure : shall mean any cause or circumstances outside the reasonable control of either of the Parties seeking protection of this clause including, non-availability of material or by reason of war, civil commotion or any act of God or if the non-delivery of possession is due to or is as a result of any Act, Rule, Regulation, Notice, Order, Notification or Circular of the Government of Goa or the Central Government or epidemic or pandemic.

2.13. Said Project: shall have the meaning ascribed to it in Recital H.

2.14. Sale: shall mean allotment and transfer of the Villa/s constructed in the SAID PROPERTY along with the Villa Plot thereto and/or undivided share in the SAID PROPERTY corresponding to the built-up area of the Villa, for monetary consideration in accordance with the respective agreement for sale/sale deed.



2.15. SECOND PARTY'S ENTITLEMENT: shall have the meaning ascribed to it in Recital J and clause 5.2(a).

2.16. Saleable Built Up Area: shall mean shall mean the Built up Area along with the other areas constructed on the Villa Plot for the exclusive use of the Villa owner like swimming pool, deck, car parking etc.

2.17. Villa/s: shall mean the independent premises constructed or to be constructed in the SAID PROPERTY along with the Villa Plot and individual swimming pool thereupon and shall include the non-exclusive right to use the Common Areas and Common Amenities including roads, pathways, common car park spaces, , society office (as statutorily mandated), open landscaped areas (as statutorily mandated), security rooms and such other premises (as required).

2.18. Villa Plot: shall mean the underlying/appurtenant plot earmarked and allotted for the construction of the Villa constructed thereon and meant for the exclusive use of the person allotted and/or purchasing the Villa in terms of this Agreement and/or agreement for sale/sale deed that shall be executed with third party/allottee purchasing the Villa.

MANAS SPACES LLP Z.A.J. Partners
[Handwritten signatures and initials: HHS, Z.A.J., and others]

3. COMPLETION PERIOD AND DELIVERY OF THE POSSESSION OF THE SAID PREMISES:

3.1 The period of completion of the SAID PROJECT and delivery of possession of the FIRST PARTY's ENTITLEMENT is hereby defined under this Agreement as 24 months starting from the execution and registration of this Agreement, subject to an extension of six months, time being of the essence, excluding delay due to any force majeure conditions. Completion for this purpose shall mean the date on which the SECOND PARTY has successfully applied to the Department of Town and Country Planning for issuance of the Completion Certificate and has obtained the same from the department.

3.2 The SECOND PARTY shall develop the SAID PROPERTY, wherein the FIRST PARTY shall bring in the SAID PROPERTY for development and bear the cost of Conversion Sanad (which it has already done) so that the SAID PROPERTY is fit for development of the SAID PROJECT, to be carried out by the SECOND PARTY, on the terms and conditions as stated under this Agreement.

3.3 The SECOND PARTY at his sole costs shall bear the Cost of Construction Cum Development of the SAID PROJECT in terms of the approved plans and revision thereto from time to time, if any.

4. THE SCOPE OF WORK, OBLIGATIONS AND CONTRIBUTION OF THE FIRST PARTY AND THE SECOND PARTY

4.1 OBLIGATIONS AND CONTRIBUTION OF THE FIRST PARTY:

a. The FIRST PARTY shall bring into this development the SAID PROPERTY which the FIRST PARTY does hereby bring in with the execution of this Agreement and covenants to convey the respective Villa Plot (upon transfer / sale of Villa) and /or the undivided share in the SAID PROPERTY corresponding to the SALEABLE BUILT UP AREA of the respective Villa and/or the right to use and enjoy the Common Areas and Common Area Amenities upon completion of the SAID PROJECT on receipt of Completion Certificate and Occupancy Certificate and upon the completion and delivery of the FIRST PARTY's ENTITLEMENT.

MANAS SPACES LLP

Partners

E.A.J.

20/05

Handwritten signatures and initials in blue ink.

- b. To bear the cost incurred for obtaining Conversion Sanad for the SAID PROPERTY so that the same is fit for development by the SECOND PARTY, which the SECOND PARTY has obtained as stated in Recital C(d) and the cost of the Conversion Sanad has been borne by the FIRST PARTY.
- c. To give the 24 X 7 uninterrupted access and the right to enter into the SAID PROPERTY to the SECOND PARTY for the purpose of development and construction of the SAID PROJECT without any hindrances.
- d. To keep the title of the SAID PROPERTY clear, marketable and free from all encumbrances throughout the subsistence of this Agreement.
- e. The FIRST PARTY has represented to the SECOND PARTY that they have clear and marketable title to the SAID PROPERTY, free from encumbrance of any nature whatsoever, that there are no other persons claiming or capable of claiming rights of ownership in the SAID PROPERTY, that there are no Tenants, Mundkars, Occupants, Caretakers and any encroachments or any acquisition proceedings on the SAID PROPERTY and/or any litigations, attachments or other such legal difficulties that could or is liable to affect the same or any part thereof of the SAID PROPERTY.
- f. The FIRST PARTY has provided all the title related documents and the SECOND PARTY is satisfied with the title of the FIRST PARTY. In case if the title related documents are required by the SECOND PARTY and/or their Bankers for obtaining approved project finance and/or individual home loan, the FIRST PARTY shall make available the originals for inspection and furnish copies of the same to the SECOND PARTY as and when requested.



4.2 **OBLIGATIONS AND CONTRIBUTION OF THE SECOND PARTY:**

- a. To construct and develop the SAID PROPERTY by utilizing/consuming permissible FAR available for the construction of the SAID PROJECT in the SAID PROPERTY and other benefits permissible directly and/or indirectly with respect to the SAID PROPERTY.

MANAS SPACES LLP Z.A.J. Partners
HAJ
HAJ

HAJ

- b. To procure and bear the cost of all Approvals / Certificates / Permits / Licenses / Sanctions etc. from competent authorities as required under the applicable laws and statute for the SAID PROJECT but excluding Conversion Sanad ("**APPROVALS**").
- c. To comply with the conditions and requirements of the IOD, CC and other applications, orders, sanctions, permissions and no-objections of the Town and Country Planning ("**TCP**") and various other competent authorities and bodies.
- d. To construct and complete the SAID PROJECT on the SAID PROPERTY as per the sanctioned plans, using first quality material and to obtain the Completion Certificate and Occupancy Certificate thereof.
- e. To carry out all infrastructure work including leveling, laying of roads, street lighting, water storage facilities, water mains, storm water drains, sprinklers and drip irrigation, recreation areas and common amenities, boundary walls, STP, electrical sub-station, piped gas and other amenities and services on the SAID PROPERTY.
- f. To approach the concerned authorities for obtaining service connection for the SAID PROPERTY and/or the Villas and structures to be constructed thereon.
- g. To fund the Cost of Construction Cum Development of the SAID PROJECT and deploy other resources as may be required for the successful and timely completion of the SAID PROJECT within the time frame stipulated hereinabove under clause 3.
- h. To appoint Consultants and Contractors.
- i. To employ labour, workmen, sub-contractors and all other all personnel (skilled and unskilled) and other professionals of necessary experience and expertise as may be required for carrying out the development of the SAID



MANAS SPACES LLP

Partners

Z.A.J.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

PROJECT and to determine the terms of their appointment including wages, remuneration etc.

- j. To maintain utmost safety standards at the site. Ensure use of appropriate PPE at site.
- k. To be responsible for any injury/loss of life on site, during the course of construction of the SAID PROJECT on account of any act of commission, omission or negligence on the part of the person/s employed / engaged for the SAID PROJECT during the construction and/or after the construction of the SAID PROJECT due to structural defect.
- l. To manage and supervise the construction and development of the SAID PROJECT as per, the time schedules, agreed norms and standard operating processes and the industry quality parameters and standards. (as per applicable guidelines/rules/laws.). To appoint a dedicated Project Manager by the SECOND PARTY who has sufficient experience in executing/supervising and completing projects of similar nature.
- m. To complete the SAID PROJECT in all respects and carry out all the acts, deeds, matters, things and obligation in respect thereof.
- n. To insure the workers and labourers employed in the SAID PROJECT under the Workmen's Compensation Act and all other applicable labour welfare laws and pays the insurance premiums in respect thereof.
- o. To construct and develop the SAID PROPERTY either by self or by entrusting the work or any part thereof to any contractor. It is clarified that the SECOND PARTY shall always and solely be responsible for due performance of its contractors and/or appointees.
- p. To procure and bear the cost of utilities required for the construction and development of the SAID PROJECT.



MANAS SPACES LLP

Partners

HAJ

Z.A.J. ~~HAJ~~

~~HAJ~~

HAJ

- q. To bear the taxes related to the SAID PROPERTY in their respective proportion.
- r. To give possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT and retain the SECOND PARTY'S ENTITLEMENT.
- s. To make payments of all deposits, premiums or any other charges payable to the TCP or any such other authority including those for obtaining Intimation of Disapproval or Authorization, Commencement Certificate, Completion Certificate, Occupancy Certificate, and various permissions / sanctions / corrigendum / no-objections etc. as aforesaid that may be required to be paid from time to time for the SAID PROJECT and receive back or obtain the refund thereof.
- t. To make payments of electricity charges, water charges, and cess payments for the development of the SAID PROPERTY and on the work-in-progress during construction and until completion of the SAID PROJECT including payment of any development / betterment charges payable in respect thereof.
- u. To finance, incur and meet all expenses, costs, charges, taxes, duties, levies, cess, in respect of the development of the SAID PROJECT and particularly the following charges:
- i) Fees of Architect, Liasoning Architect, Structural Consultant and other professionals and/or Consultants as may be engaged for the SAID PROJECT;
 - ii) Salaries, wages, fees, remuneration, insurance, PF, ESI, Bonus, Gratuity and other statutory dues and all such charges of various personnel and agencies employed under the provisions of the applicable labour laws, payable to the workmen and labourers directly and indirectly employed for the SAID PROJECT.



MANAS SPACES LLP Z. A. J.

Partners

Handwritten signatures and initials in blue ink, including 'AAJ', 'Z.A.J.', and several illegible signatures.

- iii) All the payments, expenses, costs and charges for getting requisite Approvals for the SAID PROJECT payable to any authority;
 - iv) All charges, fees, premium, deposits, penalty etc. payable to TCP and other concerned authorities in respect of the SAID PROJECT;
 - v) Bills of various Contractors and sub-contractors after ensuring that the payments so made towards Cost of Construction Cum Development are only after the said payments are certified by the Project Manager, QA/QC personnel and chartered engineer.
 - vi) Bills of suppliers for building materials, and all other materials required to complete the SAID PROJECT as per the agreed specifications from time to time and the sanctioned plans;
 - vii) All other costs, charges and expenses, GST, Infrastructure tax, TDS and all other taxes, fines, fees and penalties of whatsoever nature or kind that may be required to be incurred with respect to the SAID PROJECT.
- v. To put up a board or hoarding at the SAID PROPERTY displaying the details about the development being undertaken as required by law.
- w. To display the SAID PROJECT advertisements at the SAID PROPERTY.
- x. To issue advertisements to the general public about the SAID PROJECT by such medium as may be deemed fit by the SECOND PARTY, including advertisements inviting offers for purchase of the Villas.
- y. To brand the SAID PROJECT with its brand name "**RENATA MOIRA**" developed by MANAS and the name for the SAID PROJECT is mutually agreed by the Parties hereto.
- z. Be solely and exclusively liable and authorized to conceive, manage and control the complete sales and other related activities save and expect sales of OWNERS ENTITLEMENT.



MANAS SPACES LLP

Partners

X H H H

Z.A.J.

[Handwritten signatures and initials]

- aa. To conceptualize, plan and design the SAID PROJECT.
- bb. To budget the package wise Cost of Construction Cum Development
- cc. To decide the SAID PROJECT timelines in terms of Clause 3 and adhere to it.
- dd. Decide on the Marketing Collaterals while adhering to Goa RERA rules and regulations.
- ee. Draw up the agreement for sale/sale deed wherein each party shall join as a confirming party to such sale when either of the Parties hereto sell the Villas entitled to them in terms of this Agreement.



4.3 JOINT OBLIGATIONS AND CONTRIBUTION OF THE PARTIES:

- a. To inform immediately and in any case within 3 business days to the other Party if any Party has knowledge of or becomes aware of any impediments to the development and construction of the SAID PROJECT, including any notices from any competent authorities.
- b. Be responsible for Goa RERA registration and comply with the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 read with the Goa Real Estate Rules, 2017 and any amendments thereto from time to time. The FIRST PARTY does hereby agree to give all its assistance to the SECOND PARTY for compliance and registration of the SAID PROJECT in the name SECOND PARTY under RERA.
- c. Ensure and co-operate with each other for the formation of an Entity for the SAID PROJECT for maintenance and up-keep of Common Areas and Common Amenities. The Entity to be so formed shall be mutually agreed between both the parties.

5. SHARES OF THE FIRST PARTY AND SECOND PARTY UNDER THE JOINT DEVELOPMENT AND THEIR RESPECTIVE RIGHTS AND OBLIGATIONS IN RESPECT THEREOF:

MANAS SPACES PVT. LTD.
Partners

Z.A.J. [Signature]

[Signature] H.E.I.


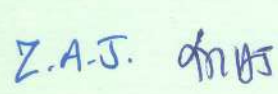




5.1. The FIRST PARTY shall:

a. In consideration of the SECOND PARTY constructing and handing over total 2300.39 square metres of Built Up Area to the FIRST PARTY by way of 06 (Six) Villas more particularly described in detail in **Schedule III** hereunder written on proportionate undivided share of 3454.60 square metres. corresponding to the 06 (Six) villas and specifications as specified in **Schedule V** hereunder written (**FIRST PARTY'S ENTITLEMENT**), the FIRST PARTY upon receipt of the Occupancy Certificate for the said PROJECT agrees to transfer /convey all the balance undivided share in the SAID PROPERTY corresponding to 4370.40 square metres in favour of the SECOND PARTY and/or its nominees/ Affiliates/Assignees/ Purchasers/ Allottees., which undivided share of 4370.40 square metres is corresponding to the 08 (Eight) villas that the SECOND PARTY shall construct for itself (SECOND PARTY'S ENTITLEMENT).



b. The description of the said 06 (Six) villas and the allotment of the said 06 (Six) Villas forming the FIRST PARTY'S ENTITLEMENT in favour of the respective FIRST PARTY/OWNER is mentioned herein below.

<u>SR. NO.</u>	<u>DESCRIPTION OF VILLA</u>	<u>ALLOTTED TO</u>
1.	Villa No. H , admeasuring built up area of 383.73 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 378.49 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 591.30 square metres (which includes the Villa Plot)	To party at 1(b) i.e. Mrs. Zeenat Akbar Jaffer
2.	Villa No. G , admeasuring built up area of 450.98 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 455.66 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 658.35 square metres	To Party at 2(b) i.e. Mrs. Archana Saurabh Sangekar

MANAS SPACES LLP ^{HAS}
Partners      

	(which includes the Villa Plot)	
3.	Villa No. C , admeasuring built up area of 366.42 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 314.33 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 551.24 square metres. (which includes the Villa Plot)	To party at 4 i.e. Ms. Zeenat Ahmed Jaffer
4.	Villa No. D , admeasuring built up area of 366.42 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 314.33 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 551.24 square metres (which includes the Villa Plot)	To party at 1(a) i.e. Mr. Akbar Amirali Jaffer
5.	Villa No. E , admeasuring built up area of 366.42 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 314.33 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 551.24 square metres. (which includes the Villa Plot)	To party at 5 i.e. Ms. Mumtaz Aziz Jaffer
6.	Villa No. F , admeasuring built up area of 366.42 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 314.33 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 551.24 square metres (which includes the Villa Plot)	To party at 3 i.e. Ms. Heena Karim Jaffer



MANAS SPACES LLP
Partners
H.H.J.
Z.A.J. Jaffer
M.A. Jaffer
H.K.J.

5.2. The SECOND PARTY shall:

- a. Be entitled to the balance undivided share in the SAID PROPERTY corresponding to 4370.40 square metres. wherein the SECOND PARTY shall construct for itself 08 (Eight) Villas in the SAID PROJECT having total built up area of 2910.94 square metres more particularly described in detail in **Schedule IV** hereunder written on the proportionate undivided share in the SAID PROPERTY admeasuring 4370.40 square metres., corresponding to the said 08 (Eight) villas and specifications as specified in **Schedule V** hereunder written ("**SECOND PARTY'S ENTITLEMENT**") and the undivided share in area shall be conveyed/transferred by the FIRST PARTY in favour of the SECOND PARTY/ its nominees/ its affiliates/ its assignees /its purchasers/ its allottees upon receipt of Occupancy Certificate for the Said Project by executing appropriate document as and when decided by the SECOND PARTY.



The Villas forming part of the SECOND PARTY'S ENTITLEMENT are as under:

<u>SR. NO.</u>	<u>DESCRIPTION OF VILLA</u>
1.	Villa No. A , admeasuring built up area of 343.81 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 294.92 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 500.34 square metres (which includes the Villa Plot)
2	Villa No. I , admeasuring built up area of 313.06 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 269.93 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 461.11 square metres. (which includes the Villa Plot)
3	Villa No. J , admeasuring built up area of 368.84 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 307.80 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 557.78 square metres (which includes the Villa

MANAS SPACES LLP

Partners

Z.A.J.

[Handwritten signatures and initials]

	Plot)
4	Villa No. K , admeasuring built up area of 370.78 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 324.38 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 565.02 square metres (which includes the Villa Plot)
5	Villa No. L , admeasuring built up area of 365.76 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 384.69 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 556.51 square metres. (which includes the Villa Plot)
6	Villa No. M , admeasuring built up area of 376.06 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 357.01 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 569.49 square metres (which includes the Villa Plot)
7.	Villa No. N , admeasuring built up area of 461.74 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 537.62 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 687.97 square metres (which includes the Villa Plot)
8.	Villa No. B admeasuring built up area of 310.89 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 340.12 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 472.18 mts. (which includes the Villa Plot)



5.3. After execution of this Agreement, the FIRST PARTY authorises the SECOND PARTY to execute Agreements for Sale with Prospective Purchasers / Allottees in terms of the draft Agreement for Sale/Sale Deed, provided (a) The Agreements for Sale/ Sale Deeds are in respect of the SECOND PARTY'S ENTITLEMENT as stipulated in this Agreement and (b)

MANAS SPACES LLP Partners
Z.A.J. [Signatures]

the Sale Consideration therein is not below the Base Price as agreed between the Parties from time to time. The FIRST PARTY shall not unreasonably withhold their NOC with regard to the same.

5.4. The FIRST PARTY shall then accordingly sell, transfer and convey the proportionate undivided rights to the SAID PROPERTY i.e. 4370.40 square metres, in proportion to the SALEABLE BUILT-UP AREA (including the incidence of common areas) of the SECOND PARTY'S ENTITLEMENT as mentioned hereinabove to the SECOND PARTY or its nominee/s, its affiliates/ assignee/s and /or successor/s and/or purchasers/allottees upon the completion and delivery of the FIRST PARTY'S ENTITLEMENT.

5.5. The FIRST PARTY hereby covenant that they shall do all that is necessary to execute and register the agreements for sale and the deeds of sale /conveyance with the prospective purchaser/allottee as confirming parties and that they shall make themselves available or through their Power of Attorney holder(s), at the concerned registration office on dates allotted by the concerned registrar, with 24 hours notification in advance by the SECOND PARTY.



5.6. The SECOND PARTY shall undertake the construction and completion of the SAID PROJECT in phases as per the timelines stated in Clause 3 hereinabove. However, the SECOND PARTY shall ensure that the delivery of possession and completion of the SAID PROJECT in all respects is within a period of 24 months from the date of execution and registration of this Agreement. This SAID PROJECT completion timelines are subject to Force Majeure events as defined under this Agreement.

5.7. In respect of the delivery of possession of the FIRST PARTY'S ENTITLEMENT by the SECOND PARTY to the FIRST PARTY:

a. The same shall be done only after the SECOND PARTY has obtained an Occupancy Certificate for the SAID PROJECT including the Occupancy Certificate pertaining to the Villas of FIRST PARTY'S ENTITLEMENT from the concerned authority.

MANAS SPACES LLP
Partners

HAJ

Z. A. J.

TO A HET

b. However, in the event if the Villas pertaining to the FIRST PARTY'S ENTITLEMENT are otherwise complete in all respects in terms of this Agreement and the Building Completion Certificate is obtained, but the SECOND PARTY is unable to obtain the Occupancy Certificate for the SAID PROJECT for reasons attributable to the FIRST PARTY, the SECOND PARTY shall be entitled to call upon the FIRST PARTY to take possession of the FIRST PARTY'S ENTITLEMENT on as-is-where-is basis as provided herein below.

- i) Once the Villas pertaining to the FIRST PARTY'S ENTITLEMENT are ready in all respects including procurement of the Building Completion Certificate and the Occupancy Certificate for the Said Project, the SECOND PARTY shall inform the FIRST PARTY in writing and/or by means of Registered A.D. Post, calling the FIRST PARTY to take possession and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter, unless the FIRST PARTY waives this requirement in writing or by way conduct.
- ii) The delivery of possession shall be acknowledged in writing by the FIRST PARTY to the SECOND PARTY and the physical delivery of possession shall be given to the FIRST PARTY simultaneously upon the FIRST PARTY, or their agent, or their purchaser/allottee signing and handing over the letter of acknowledgement of possession of the Villa/s pertaining to the FIRST PARTY'S ENTITLEMENT to the SECOND PARTY.
- iii) In the event, the FIRST PARTY refuses, fails or neglects to take delivery of possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT within 15 days from the date of receipt of the aforesaid letter, without justifiable and reasonable cause, the SECOND PARTY shall be deemed to have fulfilled its obligation under this Agreement and in law in respect of handing over the Villas pertaining to the FIRST PARTY'S ENTITLEMENT on the expiry of the 15 days from the date of receipt of the said letter.



MANAS SPACES LLP
Partners

Z.A.J.

Handwritten signature

Handwritten initials/signature

- iv) It is the duty of the FIRST PARTY, and the FIRST PARTY only, shall at the time of taking delivery of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT, to inspect, verify, the Villas pertaining to the FIRST PARTY'S ENTITLEMENT or cause the same to be inspected, verified, and satisfy themselves that the Villas pertaining to the FIRST PARTY'S ENTITLEMENT are complete in all respects and free from all defects or deficiencies. The letter acknowledging delivery of possession shall signify, and will be treated as an acknowledgment, that the FIRST PARTY are satisfied with the quality of construction of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT and the same confirms to the details/specifications agreed herein and, that the same is free from all defects and deficiencies and is complete in all respects. It is clarified that if any deficiencies are found during the said inspection the FIRST PARTY's will take possession only after the said deficiencies are removed by the SECOND PARTY to the satisfaction of the FIRST PARTY.
- v) Upon taking delivery of possession and handing over of the letter acknowledging delivery of possession, or upon deemed delivery as stipulated hereinabove, the FIRST PARTY shall be precluded and will not be entitled to make any complaints or claims regarding defective or deficient work(s) in respect of only the Villas pertaining to the FIRST PARTY'S ENTITLEMENT and/or shall not be entitled to claim or seek redress against the SECOND PARTY in respect of any item of work, only in the Villas pertaining to the FIRST PARTY'S ENTITLEMENT or any common area in SAID PROJECT, which may be alleged to be defective or deficient, or alleged to have not been carried out or completed.
- vi) Cracks/dampness shall not be considered as defective work unless the Architect of the SECOND PARTY opines the same, in writing. The SECOND PARTY shall not be responsible for colour/ size variations in natural stones. However, CP fittings, Sanitary ware and other fittings and fixtures of the make mutually decided by the Parties or equivalent make and quality can be used upon prior approval of the



MANAS SPACES LLP

Partners

HTS

Z.A.J.

HTS

HTS

HTS

HTS

FIRST PARTY due to non-availability at the time of such installation and in order to adhere to timelines.

vii) The FIRST PARTY will be entitled to claim, and the SECOND PARTY shall be liable to pay corresponding amount towards the cost, expenses or charges of repairing or curing the identified defects or deficiencies in the Villas pertaining to the FIRST PARTY'S ENTITLEMENT before taking delivery of the same. In the event the SECOND PARTY fails to make the said defects and deficiencies good on its own and at its own cost, THE SECOND PARTY without demur shall reimburse the cost of repair or curing to FIRST PARTY within 10 days of the FIRST PARTY informing the SECOND PARTY It is clarified that the SECOND PARTY will be liable for a period of 5 years from the handover of possession to the FIRST PARTY, for repairing or curing any structural defect (normal wear and tear excluded) and 10 years from the handover of possession for waterproofing defects provided the same is not attributable to any act of the FIRST PARTY.

viii) Simultaneously, with the FIRST PARTY taking possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT, the FIRST PARTY shall convey the proportionate undivided share with respect to the SECOND PARTY'S ENTITLEMENT to the SECOND PARTY.

5.8. The SECOND PARTY shall not incur any liability if the SECOND PARTY is unable to deliver possession of the SAID PROJECT or any delays within the time stipulated above, if the construction or completion thereof is delayed existence of Force Majeure conditions and in such circumstances, the SECOND PARTY shall be entitled to a reasonable extension of time (which time shall not exceed the period of 6 months from the expiry of the stipulated completion period at stated at clause 3), for handing over/delivery of the possession of the FIRST PARTY's ENTITLEMENT.

5.9. In case of delay in possession of the Villas as mutually agreed between the FIRST PARTY and the SECOND PARTY as stipulated in Clause 3 hereinabove subject to Force Majeure conditions or conditions as stated in Clause 5.7.(b) hereinabove the FIRST PARTY shall be entitled to Rs.



MANAS SPACES LLP
Partners

HTJ

Z.A.J.

HTJ

HTJ

HTJ

HTJ

HTJ

1,50,000/- (Rupees One Lakh Fifty Thousand only) per month per Villa forming the FIRST PARTY'S ENTITLEMENT from the date of delay till the date of possession.

5.10. The Parties hereto agree and record that they shall from time-to-time hold site meetings to review the progress of the work as per the timelines stated in clause 3 hereinabove ENTITLEMENT. It is agreed and confirmed that any change or modification in the specifications, plans and time schedules shall be rendered in writing in the form of amendment agreement hereto and not otherwise. However, the SECOND PARTY shall be exclusively and solely entitled to change/modify/revise the plans, specifications, etc. of the Villas forming part of the SECOND PARTY'S ENTITLEMENT provided that the same does not impact the aggregate BUA and number of Villas forming part of SECOND PARTY'S ENTITLEMENT in terms of this Agreement.



5.11. In respect of their respective ENTITLEMENTS in the SAID PROJECT, including their respective proportionate undivided right, title and interest in the SAID PROPERTY, each party shall be free to deal with and dispose of their respective ENTITLEMENTS in the SAID PROJECT, including entering into memorandum(s) of understanding, agreement(s) or deed(s) with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of part or all of their respective ENTITLEMENT in the SAID PROJECT with the corresponding undivided rights in the SAID PROPERTY and receive the full consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to: (i) Each party joining as a confirming party to the Memorandum(s) of Understanding, Agreement(s) Deed(s) or any such document/s etc. executed by the other party with the prospective purchaser/lessee and do all such act or deeds necessary in this regard.

5.12. In case the FIRST PARTY is desirous of selling their respective Villa, the SECOND PARTY shall have a right of pre-emption in respect of the ENTITLEMENT of the FIRST PARTY and the FIRST PARTY shall first offer the SECOND PARTY to purchase their said entitlement at the same price

MANAS SPACES LLP

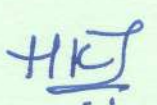

Partners



Z.A.J. 







as offered to the prospective purchaser. The SECOND PARTY shall exercise the right of pre-emption within 15 days from the date of offer of the FIRST PARTY to the SECOND PARTY, failing which this right will fall and the FIRST PARTY will be free to deal with its entitlement as it deems fit. This pre-emptive right of the SECOND PARTY can only be exercised before obtaining the Occupancy Certificate for the SAID PROJECT.

5.13. The title and interest of the FIRST PARTY and the SECOND PARTY to the undivided proportionate share in the SAID PROPERTY shall be joint, indivisible and impartible and the parties shall not be entitled for demarcation or partition of their right in or to the undivided portion of land of the SAID PROPERTY.



5.14. All monies or other benefits received by the FIRST PARTY from the Villas pertaining to the FIRST PARTY'S ENTITLEMENT allotted to them in the SAID PROJECT shall be exclusively for, and be retained by, the FIRST PARTY for themselves and similarly all monies or other benefits received by the SECOND PARTY from the SECOND PARTY'S ENTITLEMENT in the SAID PROJECT shall be exclusively for, and be retained by, the SECOND PARTY for itself or its assignee/s, nominee/s and/or successors.

5.15. The SECOND PARTY shall pay, from time to time, all the taxes namely Municipal House Tax, fees, insurance, charges namely deposit for electricity meter, electricity charges, Cooking gas deposit, utility provider deposit and water charges or outgoings levied by the Local Authority or any other competent authority in respect of both, the SECOND PARTY'S ENTITLEMENT and the FIRST PARTY'S ENTITLEMENT including taxes towards common area held or enjoyed by both Parties in the SAID PROJECT (hereinafter jointly "Indirect Taxes"), till the completion of the SAID PROJECT and handover of possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT to the FIRST PARTY. However, upon the handover of possession or deemed handover of possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT to the FIRST PARTY, or such part thereof wherein possession has been handed over, the liability of the SECOND PARTY in respect to the FIRST PARTY'S ENTITLEMENT shall cease and henceforth the FIRST PARTY shall pay, from time to time,

MANAS SPACES LLP

Partners

[Handwritten signatures and initials in blue ink]
A signature that appears to be "S.A.J." is written in blue ink. To its right are several other initials and marks, including a circled 'M', a star-like symbol, and the letters 'H.C.I.' with two dots below it.

the proportionate Indirect Taxes in respect of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT handed over and any common area held or enjoyed by the FIRST PARTY in the SAID PROJECT. In the event the FIRST PARTY fails, refuses or neglects to pay and the SECOND PARTY has to pay for the same, the FIRST PARTY shall forthwith reimburse to the SECOND PARTY payments made on its behalf and indemnify and hold indemnified the SECOND PARTY from every liability or loss thereof., The SECOND PARTY shall provide such No Objection Certificate's and sign such documents as may be required to get the House Tax and the utility meters/bills transferred in the names of the FIRST PARTY.

5.16. Infrastructure Tax, or any such other tax, as applicable to the BUILT UP AREAS in the SAID PROJECT, and other saleable items shall be paid by the SECOND PARTY.



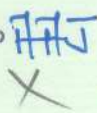
5.17. In respect of any tax, fees, or deposits for the purposes of giving the provision, rendering or sanctioning of, any necessary or other third party agreed services for the SAID PROJECT, or any part thereof, post completion of the SAID PROJECT and receipt of Occupancy Certificate for the SAID PROJECT, the same shall be shared proportionately by the FIRST PARTY and the SECOND PARTY.

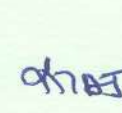
5.18. The FIRST PARTY and the SECOND PARTY shall from the date of handover of the possession maintain their respective entitlements at their own cost and expense in good repairable and tenantable condition and pay proportionately for the maintenance and upkeep of the Common Areas and Common Area Amenities of the SAID PROJECT and shall not do or suffer to be done anything in or to the SAID PROJECT, or any part thereof, and /or common passages, compound or any other Common Area/s or Common Area Amenities which may be against the terms and conditions, rules or bye-laws of the Local Authority or any other authority or the Entity and shall attend to and answer and will be responsible for all actions for violation of any such conditions, rules or bye-laws.

5.19. The FIRST PARTY and the SECOND PARTY from the date of handover of possession of Villas pertaining to their respective ENTITLEMENTS shall not

MANAS SPACES LLP


Partners



Z.A.J. 







do or cause to be done anything to the external façade of the Villas and/or the SAID PROJECT, or any part thereof, with respect to the color scheme, woodwork, windows, grills, enclosing of open terraces and verandahs etc. and shall not change or alter the externals in the Common Areas of the SAID PROJECT. The Parties shall be bound to maintain the externals of the respective Villas in uniformity with the other Villas of the SAID PROJECT as aforesaid.

5.20. The Parties shall use the Villas in the SAID PROJECT for residential purpose only. The Parties shall not store any hazardous materials in their respective Villas. The Parties shall not carry out any act or activity which is obnoxious, anti-social, immoral, illegal or prejudicial to the norms of decency or etiquette or which causes or is likely to cause nuisance or inconvenience to the others. It is expressly understood by the Parties that they will not occupy any Common Areas to carry out their own works pertaining to their respective Villas and the same should be restricted to the open spaces appurtenant to the respective Villas.



5.21. Post possession and prior to the formation of the Entity, the FIRST PARTY shall permit the SECOND PARTY and their authorized persons, surveyors, agents, with or without workmen at all reasonable times and with prior permission of at least 24 hours, to enter into and upon their Villas in the SAID PROJECT, or any part thereof, to view and to examine the state and condition thereof of the infrastructure for the purpose of repair, maintenance, re-building, cleaning, lighting, and keeping in order and condition, all services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID PROJECT, and also for the propose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for all other purposes contemplated by this Agreement.

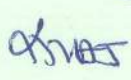
6. VARIATIONS IN PLANS:

6.1 The SECOND PARTY shall be at liberty and be entitled to develop the SAID PROPERTY and construct thereon Villas as per the sanctioned and approved plans.

MANAS SPACES LLP

Partners

HAJ

X E.A.J. 





HAJ

6.2 The SECOND PARTY shall be entitled to develop and construct on the SAID PROPERTY Villas with variations and alterations of whatsoever nature in the sanctioned approved plans if required by law from time to time or as per the exigencies of the situation after due consultation and approval of the FIRST PARTY and after such variations and alterations are duly approved by the competent authority.








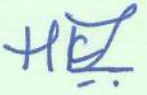
In the event, on account of any change in plan, designs, elevations or for reasons attributed to clause 6.2 the SALEABLE BUILT UP AREAS of the Villas or any other saleable items decreases/increases, the areas so reduced/increased shall be equally shared in their respective proportions amongst the Parties herein.



6.3 Changes, modifications, additions or extra items, over and above the agreed Villa base design and specifications as per Schedule V written herein under and amended from time to time upto finalization and receipt of Commencement Certificate and approved sanctioned plans, if required by the FIRST PARTY shall be accepted by the SECOND PARTY, cost of which shall be paid by the FIRST PARTY to the SECOND PARTY upon the SECOND PARTY raising an invoice to the FIRST PARTY in respect thereto, the FIRST PARTY shall be bound to pay such cost.

6.4 All such changes, modifications, additions or extra items shall be requested in writing by the FIRST PARTY to the SECOND PARTY and the SECOND PARTY shall accept the same in writing to the FIRST PARTY. Unless accepted in writing by the SECOND PARTY, it shall not be responsible nor be held liable to make any changes, modifications, additions or provide any extra items.

6.5 In the event any change, modification, addition or extra item requires the prior permission/approval of the competent Authorities, it will be the duty and responsibility of the FIRST PARTY to obtain the same. However, the SECOND PARTY shall fully co-operate and assist the FIRST PARTY in obtaining the same.

MANAS SPACES LLP 
 Partners  X E.A.J.     

7. FORMATION OF ENTITY:

7.1 The SECOND PARTY in co-ordination with the FIRST PARTY shall as required by law form a co-operative society or a limited company or an association of persons or maintenance co-operative housing society or such other entity (hereafter referred to as an "Entity") for the upkeep and maintenance of the SAID PROPERTY and the SAID PROJECT.

7.2 It shall be entirely at the discretion of the SECOND PARTY to decide whether to form a co-operative society, a maintenance Co-operative Housing Society Limited, a limited company, an association of persons or any other entity. An authorized representative of the SECOND PARTY shall be the Chief Promoter of the proposed Entity and until such time the first Annual General Meeting of the said Entity is conducted as required by law.



7.3 When the SECOND PARTY takes a decision in this matter, the FIRST PARTY shall sign all form(s), application(s), deed(s), and other document(s) as may be required for the formation of the Entity.

- i. The FIRST PARTY, the SECOND PARTY and their respective transferees/assignees/successors/licensees/lessees, shall be governed by, and shall observe and comply with, all byelaws, rules and regulations that may be laid down by the Entity from time to time and shall also be governed by the laws which may be applicable to the Entity.
- ii. The FIRST PARTY, the SECOND PARTY and their respective transferees/assignees/successors hereby agree and undertake to be a member of the Entity to be formed in the manner herein appearing and also from time to time to sign and execute all application(s) for registration and for membership and other papers and documents necessary for the formation and the registration of the Entity. The FIRST PARTY, the SECOND PARTY and their respective transferees/assignees/successors shall return their respective signed documents to the designated Chief Promoter within 10 days of the same being intimated to them.

MANAS SPACES LLP **HAJ**
Partners **X Z.A.J.** **AKAS** **HAJ**

- iii. The FIRST PARTY shall be bound, from time to time, to sign all deeds, papers, documents and to do all acts, deeds and things as may be necessary from time to time for safeguarding the interest of the SECOND PARTY and of the other villa holders in the SAID PROJECT in respect of formation of the Entity to maintain the SAID PROJECT and/or the SAID PROPERTY.
- iv. All papers pertaining to the formation of the Entity and the rules and regulation thereof as also all the necessary deeds, deeds of conveyance shall be prepared by the SECOND PARTY or the Advocate of the SECOND PARTY and approved by the FIRST PARTY.

7.4 All costs, charges, fees, expenses including stamp duty, registration charges and other expenses in connection with preparation, execution and registration of the deed of conveyance of the indivisible common areas in favour of the Entity (which will be reimbursed by the prospective purchasers proportionately to their respective Villa built up area) and/or for the formation of the Entity shall be borne and paid by the FIRST PARTY and the SECOND PARTY or their respective nominee/s, assignee/s, in proportion to their respective entitlements. The prospective purchasers or the SECOND PARTY shall bear all the costs, charges, fees, expenses including stamp duty, registration charges and other expenses in connection with preparation, execution and registration of such deed/s of conveyance.



8. DEPOSIT FOR COMMON AREA AND COMMON AREA MAINTENANCE EXPENDITURE AND ENTITY MEMBERSHIP FEES.

8.1 The FIRST PARTY, the SECOND PARTY and/or their respective transferees/assignees/successors shall from the date of Occupancy Certificate pay and contribute to a fund to be held in the name and style of the Project Name and/or Society Account' and managed by the SECOND PARTY and/or the Entity as the case may be: -

- a. At such a rate per square metres of their respective SALEABLE BUILT UP AREA, as may be decided by the SECOND PARTY as One Time Corpus deposit, which will be initially paid by the FIRST PARTY on the FIRST PARTY ENTITLEMENT and deemed to be

MANAS SPACES LLP

Partners

H.H.J.

X

Z.A.J.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

transferred to their respective purchasers/allottees/successors. Such One Time Corpus Deposit will be transferred by SECOND PARTY to the Entity.

- b. At such a rate per square metres of their respective SALEABLE BUILT UP AREA, as may be decided by the SECOND PARTY as monthly maintenance charges, to be used to meet the expenditure pertaining to maintenance of common area, common amenity area, common electricity charges/bills, water charges/bills of common area, gardens, parking area, etc. of the SAID PROJECT and such other common expenses as may be required for upkeep and maintenance of the SAID PROJECT. And shall be paid to the SECOND PARTY/Entity on or before 5th of the subsequent month or any other date as desired by the SECOND PARTY/ENTITY.
- c. Any other charges/deposits as may be charged by the DEVELOPERS/ Entity and/or specified under the bye-laws of the Entity.
- d. Rs. 1000/- (Rupees Thousand Only) per Villa of the respective parties towards membership Fees of the ENTITY.



8.2 In the event, any Premises under the FIRST PARTY'S ENTITLEMENT is sold/ transferred/ allotted by the FIRST PARTY in favour of any third party/respective transferees/assignees, then, the FIRST PARTY shall collect from such third party/ transferees/ assignees the below mentioned amounts and pay the same to the SECOND PARTY before handing over possession of the Premises to the third party/transferee /assignees:

- a. Proportionate amount towards the Electricity Meter /Security Deposit / Supervision charges/ Service Connection charges and other charges.
- b. Proportionate amount towards installing a separate Transformer/Sub-station/Electrical infrastructure, etc.

MANAS SPACES LLP

Partners

HAJ
X

S.A.J.

AKH

AKH

AKH

AKH

c. Proportionate amount towards Infrastructure Tax.

8.3. The Transferees/assignees and all those in whose hands the FIRST PARTY'S ENTITLEMENT comes, shall be bound by the terms and conditions of this agreement and the bye-laws, rules and regulations of the Entity, if any.

8.4. No transfer fee will be applicable to the FIRST PARTY for sale/transfer of the FIRST PARTY'S ENTITLEMENT to new purchasers.

8.5. The SECOND PARTY shall, after formation of the Entity, convene an Annual General Meeting as required by law for appointment of the managing committee and hand over the accounts and amount of deposit and membership fees, after deductions of expenses incurred till date of handover if any, and all the Common Areas and Common Area Amenities to the ENTITY. The SECOND PARTY shall also handover all the documents pertaining to the construction and development of the SAID PROJECT as required by law to the Entity. Upon handing over the aforesaid deposits, accounts and documents to the Entity, the responsibility of the SECOND PARTY in respect of the upkeep and maintenance of the SAID PROJECT shall cease to exist and the Entity shall henceforth be responsible for the same.

8.6. If the SECOND PARTY and / or the Entity are of the opinion that the amount fixed hereinabove is or will not be sufficient for the proper maintenance of the SAID PROJECT, the SECOND PARTY and / or the Entity are hereby authorized to increase the aforesaid deposit with prior written intimation to the Parties, and the Parties, agree to pay the same within 15 days from the date of receipt of such intimation.

8.7. The FIRST PARTY agrees and understands that SECOND PARTY shall have the unqualified and unfettered right to sell or allot the SECOND PARTY'S ENTITLEMENT in the SAID PROJECT on ownership basis or otherwise, to any person(s) of their choice, subject to clause 5.3 above, and subject to



MANAS SPACES LLP
[Signature]
Partners

[Signature]
X Z.A.J.

[Signature] *[Signature]* *[Signature]* *[Signature]*

the necessary means of access to be permitted to Common Areas and Common Area Amenities of the SAID PROJECT.

8.8. The terrace spaces, if any, appurtenant to the Villas in the SAID PROJECT, shall belong exclusively to the respective purchasers of such Villas and such terrace spaces are intended for the exclusive use of the respective purchasers. The said terrace space shall remain open to the sky and shall not be enclosed or covered without the written permission, approvals, license, NOC of the SECOND PARTY and/or the Entity, and of the concerned authorities as the case maybe.

9. The FIRST PARTY shall be bound to sign all the papers and documents and do all the things and matters as the SECOND PARTY may require from FIRST PARTY from time to time in this behalf for safeguarding, inter alia, the interest of the SECOND PARTY'S ENTITLEMENT and/or the purchaser/s of the respective Villas in the SAID PROJECT.



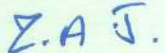




10. In the event, before the execution of the final sale deed(s), the FSI/FAR presently allowed to the SAID PROPERTY is increased or decreased or any other or further benefits/restrictions are granted/imposed by law or any authority in respect of the SAID PROPERTY, all such benefits/restrictions shall be shared amongst the FIRST PARTY and the SECOND PARTY in the ratio of their respective ENTITLEMENT'S. If changes occur post execution of the sale deed and upon obtaining the Occupancy Certificate for the Said Project the respective owners shall be entitled to such benefit/restriction.

11. The respective rights and obligations of each Party accrued required shall continue and subsist even after the completion of the SAID PROJECT and/or the termination/lapse of this Agreement and upon the handover of the SAID PROJECT to the Entity formed of all the owners/purchasers/allottees of the Villas of the SAID PROJECT

12. It is specifically agreed by and between the parties hereto that:-

12.1. This Agreement is not an agreement to share the profits and losses with reference to the totality of the SALEABLE BUILT UP AREAS of the SAID

MANAS SPACES LLP 
Partners  X Z.A.J.   

PROJECT and as such shall not be construed or represented as a partnership between the parties hereto.

12.2. This Agreement also does not create any relationship of principal and agent or contractor between the Parties.

12.3. This Agreement also does not create any association formed by the Parties and in fact each Party is doing its own business independent of each other, and the rights and obligations of each Party is well defined, specific and mutually exclusive.

12.4. The purpose of the arrangement contemplated in this Agreement is to ensure optimum realization for each Party independent from respective activities they perform or obligations undertaken by them in relation to development of the SAID PROPERTY.

12.5. The Parties will receive their respective SALEABLE BUILT UP AREAS in terms of this Agreement. The costs incurred or to be incurred by any Party in relation to their obligations under this Agreement are their own costs and are of no consequence to the other Party except as otherwise stated expressly in this Agreement.

12.6. The liability to pay the income tax or any other taxes, cess, levies etc. on gross and/or net income earned or on costs incurred by each Party shall be their respective responsibility individually and either Party shall in no way be involved or concerned about such liabilities of the other Party. However, the Parties shall ensure that they discharge all their respective obligations as statutorily required in respect of the matters referred in this Clause for the effective completion of the SAID PROJECT.

12.7. Each of the Parties herein shall indemnify and keep indemnified, saved, defend and harmless the other Party from or against any liability arising from non-payment of any taxes, levies, cess etc. on gross and/or net income accruing from the development of the SAID PROJECT.

MANAS SPACES LLP

Partners

HHJ

X

Z. A. J.

HHJ

HHJ

HHJ

HHJ



12.8. The GST liability arising on the transfer of development rights on reverse charge basis to the extent it arises shall be borne by the SECOND PARTY.

12.9. The GST liability arising on sale of SALEABLE BUILT UP AREAS to prospective purchasers shall be collected by respective Parties and duly discharged to the Government.

13. The SECOND PARTY shall register the SAID PROJECT under Goa RERA.

14. It is specifically agreed that the absolute ownership, title and possession of the SAID PROPERTY shall remain vested in the FIRST PARTY till completion of the SAID PROJECT and procurement of Occupancy Certificate for the Said Project. However, the SECOND PARTY shall acquire right, title and interest in the SAID PROPERTY to the extent of the SECOND PARTY'S ENTITLEMENT and be entitled to enter into agreement for sale for the same with such prospective buyers for early monetization of its ENTITLEMENT, provided proceeds from which shall be solely used for the timely completion of the SAID PROJECT and procurement of Occupancy Certificate. The FIRST PARTY does hereby agree that they shall be a party to such agreement/s as mutually agreed from time to time.

15. The Parties hereto agree to hold site meetings from time to time to review the progress of the work as per the schedule as per clause 3 herein and mutually decided specifications. It is agreed and confirmed that any change or modification to the schedule or specifications shall be rendered in writing.

16. Any modification to this Agreement, unless reduced in writing shall not be binding on the Parties.

17. TERMINATION -

17.1 This Agreement hereto by and between the Parties as mutually agreed by and between them shall come to an end or shall be deemed to have been terminated as the case maybe upon:



MANAS SPACES LLP

Partners

HHJ
X

Z.A.J.

97105

- a. The SECOND PARTY is taken to Insolvency and Bankruptcy Court and the same is not remedied within 60 days thereof. OR
- b. If the SAID PROJECT is rendered inconvenient or unfeasible to both the Parties on account of any breach of material terms and conditions of this Agreement by either Party and the Parties herein fail to make a reasonable attempt to remedy the material breach and/or continue with the same despite either of the Parties calling upon other in writing to remedy the same within 1(one) month of receipt of such notice. OR.
- c. In the event the FIRST PARTY and/or the SECOND PARTY commits any act of fraud and or cheating in the business conducted as per the terms of this Agreement.

17.2 Both the parties may mutually agree in writing, signed by both parties, to terminate this Agreement;

- a. Upon termination of this Agreement as per clause 17.1 a to 17.1 c hereinabove mentioned, the FIRST PARTY shall be entitled to continue and complete the execution of the development works in the SAID PROPERTY in any manner they deem fit and also sell the entire SALEABLE BUILT UP AREAS to any intending purchasers. Further, it is agreed that within 1 (ONE) month from the date of termination, the FIRST PARTY shall obtain from a qualified third party Valuer(s) certificate(s) / confirmation(s) of the quantum of work carried out on the SAID PROJECT by the SECOND PARTY and the amounts incurred from the same. And within 1 (ONE) month from the date of obtaining such certificate/confirmation, the FIRST PARTY shall pay to the SECOND PARTY the said amounts certified by the Valuer(s) less the amounts collected by the SECOND PARTY from their purchasers/allottees/assignees prior to Termination of this Agreement ("SETTLEMENT AMOUNT). It is clarified that if the SETTLEMENT AMOUNT is a negative amount than the SECOND PARTY shall be liable to pay the differential amounts to the FIRST PARTY 1 (ONE) month from the date of obtaining such valuation certificate/confirmation. A Simple Interest @12% p.a. shall be paid by the defaulting Party to the other Party in case of delay in payment.



MANAS SPACES LLP

Partners

MAJ

Z.A.J.

(79) A



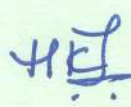

HEJ

b. That in any case, where the present Agreement stands terminated on account of any of the cases, as mentioned herein above under clause 17.1 a to 17.1 c where the work is taken up by the FIRST PARTY as mentioned under clause 17.2 (a) hereinabove, the SECOND PARTY hereby undertakes not to raise nor shall be entitled to raise any claim and/or demand of whatsoever nature and the SECOND PARTY agrees and confirms that the SECOND PARTY'S ENTITLEMENT under this Agreement shall immediately stand revoked and cancelled. Upon such termination, the SECOND PARTY shall have no right to claim any of its rights of either sharing the SALEABLE BUILT UP AREAS in terms of this Agreement or balance receivable from the purchasers/allottees/assignees to whom the SECOND PARTY has sold Villas pertaining to SECOND PARTY'S ENTITLEMENT or any right in any part of the SAID PROPERTY including branding as per clause 4.2 (y) subject to the no usage of the words 'Developed by MANAS' and/or name of the SECOND PARTY or its associate concerns. Upon such termination, the SECOND PARTY waives its right to any legal recourse or remedy except for the recovery of amount as stated in clause 17.2 (a) hereinabove, if any. And thereafter it shall be the obligation, responsibility and liability of the FIRST PARTY to complete construction and handover the Villas under SECOND PARTY'S ENTITLEMENT to the Purchasers/Allottees as specified in their respective Agreements for Sale executed by her/him/them with the SECOND PARTY and the SECOND PARTY shall be discharged from their obligations, liability and responsibility under the respective agreements with the Purchasers/Allottees.



17.3 Except as aforesaid, this Agreement shall not be terminated.

18. The FIRST PARTY does hereby undertake that they shall at all times hereafter do, perform, execute or cause to be done, performed and executed all such acts, deeds and things whatsoever which may be necessary for further, better and more perfectly assuring the SAID PROPERTY and every part thereof for timely development of the SAID PROJECT or according to the intent and meaning of this Agreement or as

MANAS SPACES LLP ^{HTJ} Z-A.J.   

Partners

reasonably required by the SECOND PARTY or his assignee/, nominee/s or its successor/s.

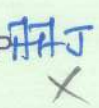

19. The FIRST PARTY does hereby give their express consent to the SECOND PARTY and/or its assignee/s, nominee/s or successor/s or the purchasers /allottees agreeing to purchase the Villas forming part of the SECOND PARTY'S ENTITLEMENT in the SAID PROJECT, to receive money/ finance by raising any loans, mortgage, or creating a charge or security interest against the SECOND PARTY'S ENTITLEMENT in the SAID PROJECT in favour of bank(s) or financial institution(s) etc. for financing the construction of the Villas in the SAID PROJECT and/or purchasing the Villas forming part of the SECOND PARTY'S ENTITLEMENT as the case maybe, subject to the FIRST PARTY not being liable to make any payment to the banks / financial institutions.



20. In case if any defect is found in the title of the FIRST PARTY to the SAID PROPERTY and/or if the SECOND PARTY is ever prevented from undertaking the development of the SAID PROPERTY, or any part thereof, then the FIRST PARTY agrees and undertakes at all times, to indemnify and keep indemnified the SECOND PARTY herein and his transferee/assigns against any direct loss, damage, cost, charges, expenses, suffered by the SECOND PARTY on account of any defect in title of the FIRST PARTY.
21. The FIRST PARTY and the SECOND PARTY shall keep each other indemnified from any loss or damage caused to either Party as a result of breach of their respective representations, covenants, obligations and the terms of this Agreement.
22. Each party hereto shall be liable and responsible for paying and discharging their respective Income Tax and other tax obligations arising from the transaction contemplated under this Agreement.
23. The FIRST PARTY does hereby declare and assure unto the SECOND PARTY as on date of Execution, save and except as disclosed to the SECOND PARTY that:

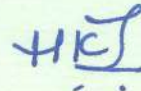
MANAS SPACES LLP


Partners

 X Z.A.J. 







- a. The SAID PROPERTY or any part thereof is not a subject matter of acquisition under the Land Acquisition Act 1984, Requisition Act, Defense of India Act or C.A.D.A area.
 - b. No claim of tenancy or mundkarship is pending before any Court or Tribunal on the SAID PROPERTY.
 - c. No easements or right of way run through or over the SAID PROPERTY.
24. The Parties hereto are entitled to specific performance of the terms of this Agreement. Any insufficiency in the payment of stamp duty shall not be taken up as a defense in the event of invocation of this clause or clause 23.
25. All letters, notices, communications to the FIRST PARTY and the SECOND PARTY, by or under this Agreement or otherwise shall be addressed at the addresses stated aforesaid in the name clause. 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. Any letters, reminders, notices, documents, papers or communication etc. sent on the respective addresses stated in the name clause by REGISTERED AD or Under Certificate of Posting shall be deemed to have been lawfully served and received by the respective parties.
26. Failure or delay of either Party to exercise promptly any right herein granted or to require strict performance of any obligation undertaken herein, shall not be deemed a waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by respective Parties.
27. **SETTLEMENT OF DISPUTES:**

In the case of any claim, controversy or dispute arising out of, or in connection with this Agreement or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply:

MANAS SPACES LLP

Partners

HAJ

Z.A.J. 0705

HAJ

HAJ

HAJ

- i) **Notification:** The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than 7 (seven) days from awareness of the existence thereof.
- ii) **Consultation:** On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the development works.
- iii) **Conciliation:** Where the authorised representatives of the Parties are unable to reach such an amicable settlement, either party may request the submission of the matter to conciliation in accordance with the Rules of Conciliation as may be applicable.



28. **ARBITRATION:**

Any claim, controversy or dispute which is not settled as provided under clauses (ii) and (iii) above shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall jointly appoint a sole arbitrator. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such dispute, controversy or claim.

29. For any of relief sought in case of disputes as stated above in this clause, the Courts in Goa alone shall have jurisdiction thereto.
30. If any of the clauses and/or terms of this Agreement are rendered unenforceable or invalid under any applicable law or be so held by a decision of any applicable court / authority/ any other authority having jurisdiction in the present case, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, the validity, legality and enforceability of any or all the other remaining clauses or terms of this Agreement shall not in any way be affected or impaired thereby and shall be binding between the FIRST PARTY, the SECOND PARTY and the THIRD PARTY. However, that clause or term which is rendered unenforceable or invalid under any applicable law shall be changed and interpreted so as to best accomplish the

MANAS SPACES LLP

Partners

[Handwritten signatures and initials]
Z.A.J. *[initials]* *[initials]* *[initials]* *[initials]*


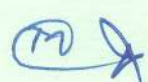
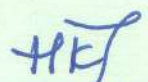
objectives of such clause and /or term within the limits of applicable law or applicable court/authority's decision.

31. The Parties shall each bear their own costs and expenses relating to the negotiation and the implementation of the transactions contemplated herein, including, without limitation, fees and expenses of legal counsel, accountants, printers, copiers, consultants or other representatives.
32. That the original copy of this Agreement shall be retained by the SECOND PARTY and the notarized true copy thereof shall be kept with of the FIRST PARTYIES. That the SECOND PARTY shall produce the original Agreement as and when desired by the FIRST PARTY.
33. For the purpose of computation of stamp duty, the valuation is taken as under:



- a. The valuation of the FIRST PARTY'S ENTITLEMENT being total 2300.39 square metres. built up area, is taken as **Rs. 4,60,07,800/-** (Rupees Four Crores Sixty Lakhs Seven Thousand Eight Hundred only) i.e. @Rs. 20,000/- (Rupees Twenty Thousand only) per square metres. Built up area.
- b. The valuation for the SECOND PARTY'S ENTITLEMENT being 4370.40 square metres., undivided proportionate share in the SAID PROPERTY, is taken as Rs. 1,57,33,440/- (Rupees One Crore Fifty Seven Lakhs Thirty Three Thousand Four Hundred and Forty Only) i.e. @Rs. 3,600/- per square metres. Since the said undivided proportionate share in the SAID PROPERTY is a Settlement land and admeasures more than 4,000 square metres. i.e. 4370.40 square metres, a reduction in the base valuation is taken @20% that works out to Rs. 31,46,688 (Rupees Thirty One Lakhs Forty Six Thousand Six Hundred and Eighty Eight only). Thus, the Valuation for the purpose of computation of Stamp Duty is Rs. 1,25,86,752/- (Rupees One Crore Twenty Five Lakhs Eighty Six Thousand Seven Hundred and Fifty Two only) .

Thus, the total valuation of the FIRST PARTY'S ENTITLEMENT and the SECOND PARTY'S ENTITLEMENT is **Rs. Rs. 5,85,94,552/- (Rupees**

MANAS SPACES LLP
Partners
Z.A.J.   

Five Crores Eighty Five Lakhs Ninety Four Thousand Five Hundred and Fifty Two only) on which stamp duty of 2.9% i.e. Rs. 17,00,000/- (Rupees Seventeen Lakhs only) is affixed hereto along with the registration fees of 3% i.e. Rs. 17,60,500/- (Rupees Seventeen Lakhs Sixty Thousand Five Hundred only).

SCHEDULE I
(DESCRIPTION OF LARGER PROPERTY)

All that property admeasuring 8,800 square metres known as 'PADRIGUELEM BATA' or 'KALIZOR' situated at the village of Moira, within the limits of Village Panchayat of Moira, Taluka and Sub-District of Bardez, District of North, State of Goa, not described in the Land Registration office but enrolled in the Land Revenue Records of Bardez Taluka under Matriz Nos. 1654, 1663 and 1670, surveyed under the nos. 48/4 and 67/19 of the Village Moira and bounded as under:

On the East: By the property bearing survey no 48/15, 48/16 and 67/20

On the West: By property survey no 48/3, 48/6, 67/3, 67/5, 67/9, 67/17 and 67/18

On the North: Rain Water Drain and survey no 49

On the South: Public Road from ward Atafondem to the Church

SCHEDULE II
(DESCRIPTION OF SAID PROPERTY)

All that part and parcel of the property admeasuring 7825 square metres known as PADRIGUELEM BATA' or 'KALIZOR' or 'MARACHE BHAT' constituting a part and parcel of the LARGER PROPERTY described hereinabove and surveyed under Survey no 48/4 situated at the village Moira, within the limits of Village Panchayat of Moira, Taluka and Sub-District of Bardez, District of North, State of Goa, not described in the Land Registration office and bounded as follows:

On the East: By the remaining property bearing survey no 48/4 admeasuring 975.00 sq.mts acquired by the PWD Department Goa;

MANAS SPACES LLP

Partners

HAJ

Z.A.J. 07/05

HAJ

On the West: By property survey no 48/3 and 48/6

On the North: Rain Water Drain and survey no 49

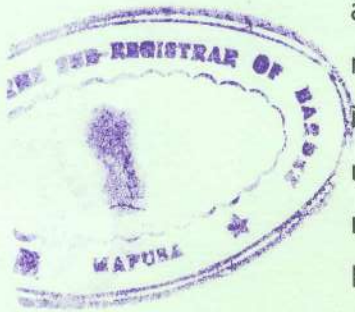
On the South: By Road, beyond which lies survey no 67/19 the other portion of the Larger Property bought by Acron Developers Pvt. Ltd.

SCHEDULE III
(DESCRIPTION OF FIRST PARTY'S
ENTITLEMENT)

A. THE FIRST PARTY'S ENTITLEMENT

1. **ALL THAT UNIT/VILLA** being **Villa No. C** , with a total carpet area of admeasuring **254.54** square metres, built up area of **366.42** square metres, Super Built-up area admeasuring **437.89** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **314.33** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above and along with proportionate share in the Said Property admeasuring 551.24 square metres (which includes the Villa Plot);

2. **ALL THAT UNIT/VILLA** being **Villa No. D** , with a total carpet area of admeasuring **254.54** square metres, built up area of **366.42** square metres, Super Built-up area admeasuring **437.89** sq.mts., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **314.33** sq.mts. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above, and along with proportionate share in the



MANAS SPACES LLP
Partners

Z.A.J. 9/10/25

H.A.J. M.A.J. H.E.J.

Said Property admeasuring 551.24 square metres (which includes the Villa Plot);

3. **ALL THAT UNIT/VILLA** being **Villa No. E** , with a total carpet area of admeasuring **254.54** square metres, built up area of **366.42** square metres, Super Built-up area admeasuring **437.89** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **314.33** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above and along with proportionate share in the Said Property admeasuring 551.24 square metres (which includes the Villa Plot);

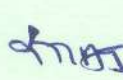


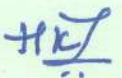
4. **ALL THAT UNIT/VILLA** being **Villa No. F** , with a total carpet area of admeasuring **254.54** square metres, built up area of **366.42** square metres, Super Built-up area admeasuring **437.89** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **314.33** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above and along with proportionate share in the Said Property admeasuring 551.24 square metres (which includes the Villa Plot);

5. **ALL THAT UNIT/VILLA** being **Villa No. G** , with a total carpet area of admeasuring **322.92** square metres, built up area of **450.98** square metres, Super Built-up area admeasuring **522.98** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **455.66** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the

MANAS SPACES LLP

Partners

Z.A.J. 



no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above and along with proportionate share in the Said Property admeasuring 658.35 square metres (which includes the Villa Plot);

6. **ALL THAT UNIT/VILLA** being **Villa No. H** , with a total carpet area of admeasuring **303.71** square metres, built up area of **383.73** square metres, Super Built-up area admeasuring **469.72** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **378.49** square metres appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above, and along with proportionate share in the Said Property admeasuring 591.30 square metres (which includes the Villa Plot).

SCHEDULE IV

THE SECOND PARTY'S ENTITLEMENT

All that undivided right in the SAID PROPERTY described in Schedule II hereabove, admeasuring 4370.40 square metres. Corresponding to the below mentioned Villas of the SECOND PARTY.

1. **ALL THAT UNIT/VILLA** being **Villa No. A**, with a total carpet area of admeasuring **247.82** square metres, built up area of **343.81** square metres, Super Built-up area admeasuring **397.46** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" along with the right to the exclusive use of the plot of land admeasuring **294.92** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above, and along with proportionate share in the

MANAS SPACES LLP

Partners

HAS

Z.A.J. dms

HAS

HA

HAS



Said Property admeasuring 500.34 square metres (which includes the Villa Plot);

2. **ALL THAT UNIT/VILLA** being **Villa No. I** , with a total carpet area of admeasuring **231.30** square metres, built up area of **313.06** square metres, Super Built-up area admeasuring **366.30** square metres square metres ., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **269.93** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above, and along with proportionate share in the Said Property admeasuring 461.11 square metres (which includes the Villa Plot);



ALL THAT UNIT/VILLA being **Villa No. J**, with a total carpet area of admeasuring **254.79** square metres , built up area of **368.84** square metres, Super Built-up area admeasuring **443.09** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **307.80** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above and along with proportionate share in the Said Property admeasuring 557.78 square metres (which includes the Villa Plot);

4. **ALL THAT UNIT/VILLA** being **Villa No. K**, with a total carpet area of admeasuring **266.62** square metres, built up area of **370.78** square metres, Super Built-up area admeasuring **448.84** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **324.38** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the

MANAS SPACES LLP

Partners

H7J

Z.A.J.

Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above, and along with proportionate share in the Said Property admeasuring 565.02 square metres (which includes the Villa Plot);

5. **ALL THAT UNIT/VILLA** being **Villa No. L** , with a total carpet area of admeasuring **257.49** square metres, built up area of **365.76** square metres, Super Built-up area admeasuring **442.08** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **384.69** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above and along with proportionate share in the Said Property admeasuring 556.51 square metres (which includes the Villa Plot);
6. **ALL THAT UNIT/VILLA** being **Villa No. M** , with a total carpet area of admeasuring **262.53** square metres, built up area of **376.06** square metres, Super Built-up area admeasuring **452.39** square metres., situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **357.01** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above, and along with proportionate share in the Said Property admeasuring 569.49 square metres (which includes the Villa Plot);
7. **ALL THAT UNIT/VILLA** being **Villa No. N** , with a total carpet area of admeasuring **350.33** square metres, built up area of **461.74** square metres, Super Built-up area admeasuring **546.51** square metres, situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to



MANAS SPACES LLP
Partners
Z.A.J. 07/05
H.K.J.

the exclusive use of the plot of land admeasuring **537.62** square metres appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825.00 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above and along with proportionate share in the Said Property admeasuring 687.97 square metres (which includes the Villa Plot);

8. **ALL THAT UNIT/VILLA** being **Villa No. B** , with a total carpet area of admeasuring **234.54** square metres, built up area of **310.89** square metres, Super Built-up area admeasuring **375.09** square metres, situated in the project "**RENATA MOIRA developed by MANAS**" alongwith the right to the exclusive use of the plot of land admeasuring **340.12** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTY admeasuring 7825 square metres., surveyed under the no.48/4 of the Village Moira, Bardez, Goa, situated at Moira, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule II written herein above and along with proportionate share in the Said Property admeasuring 472.18 square metres (which includes the Villa Plot);



SCHEDULE V
(SPECIFICATIONS OF THE FIRST PARTY'S ENTITLEMENT)

Structure	: RCC structure, 23 cm thick external walls and 11 ½ cm thick internal walls.
Flooring	: With 1 meter by 1 meter Ceramic/vitrified tiles of Reputed Brand.
Hall & Kitchen Floor	: Marble Tiles / Large format Vitrified tiles of Reputed Brand
Master Bedroom Floor	: Wooden Flooring.
Other Bedrooms	: vitrified tiles of Reputed Brand
Internal Décor paint	: Cement plaster/Gyproc with premium emulsion (Asian or Reputed Brand)

MANAS SPACES LLP

Partners

HHJ
X

Z.A.J. gms

HHJ
HHJ
HHJ
HHJ

External Décor	: Double coat sand cement plaster with Asian OR reputed exterior paint Brand.
Doors	: Teak frames & Veneer Flush Doors (Internal) & Laminated Flush doors. Main Door of Teak Wood.
Windows	: Aluminium shutters openable windows.
French Doors	: Aluminium shutters.
Kitchen	: Kitchen cabinets (with Hettich, Blum or equivalent fittings), granite platform with moulded edges, stainless steel double sink, ceramic tiles dado upto 60 cms above platform.
Toilets	: Floor and walls in ceramic/Vitrified tiles full height with wash basin, European WC & C.P fittings of TOTO Brand or Premium Segment fittings to be used.
Electricals	: Concealed electrical fittings with copper Wiring (FRLS/XLPE) and DB's (ELCB's/MCB's of reputed make)/ reputed brand switches and points. Copper Piping and drainage system will be provided for all A/C's.
Water Supply	: Provision of sump

Entry Gates will be put for all Villas.

DESCRIPTION OF COMMON AREAS AND FACILITIES)

1. 100% DG for Villas / Common lighting/pumps
2. Pressurized water supply pumping system.
3. Underground Sump for water storage.
4. Security Room.
5. Landscape/Open space with External lights.
6. Internal Road Access

MANAS SPACES LLP

Partners

AAJ

Z.A.J. dmas

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 & Delivered by the within)
named FIRST PARTY at I.1 (a))
their duly constituted Attorney)

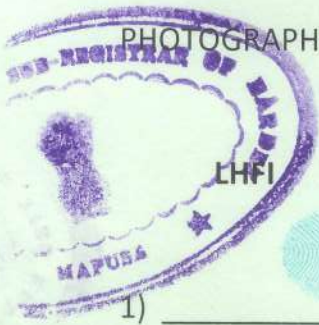
A.A. Jaffer

MR. AKBAR AMIRALI JAFFER



A.A. Jaffer

PHOTOGRAPH OF MR. AKBAR AMIRALI JAFFER



1) _____

2) _____

3) _____

4) _____

5) _____

RHFI

1) _____

2) _____

3) _____

4) _____

5) _____

MANAS SPACES LLP

Partners

Manas Chhabra

A.A.J.

A.A. Jaffer Z.A.J.

(10)

Manas Chhabra

Signed & Delivered by the within)
named FIRST PARTY at I.1 (b),)

Z.A. Jaffer

MRS. ZEENAT AKBAR JAFFER.

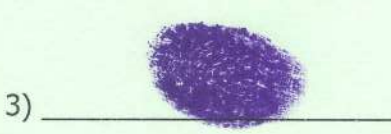
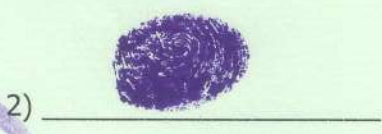
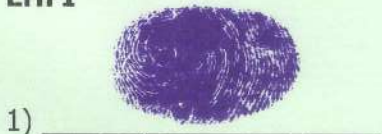


A. Jaffer.

PHOTOGRAPH OF **MRS. ZEENAT AKBAR JAFFER.**

LHFI

RHFI



MANAS SPACES LLP

Manas Chakraborty
Partners

X all to sign HJJ

Z.A. Jaffer

Z.A.J.

Manas *(M)* *A* *HJJ*

Signed & Delivered by the within
named FIRST PARTY at I.2 (a),

)
)



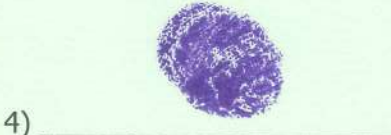
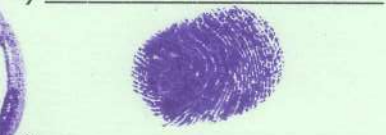
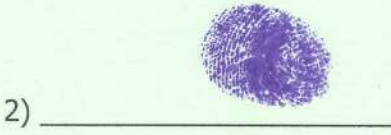
MR. SAURABH RAMESH SANGEKAR.



PHOTOGRAPH OF **MR. SAURABH RAMESH SANGEKAR.**

LHFI

RHFI



MANAS SPACES LLP


Partners

xadd HAJ

Z. A. Jaffer.

MAJ MAS HAJ

Signed & Delivered by the within)
named FIRST PARTY at I.2 (b),)

M. Archana



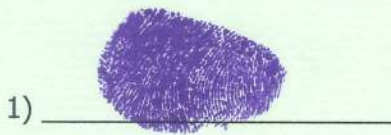
MRS. ARCHANA SAURABH SANGEKAR.

M. Archana

PHOTOGRAPH OF MRS. ARCHANA SAURABH SANGEKAR.

LHFI

RHFI



MANAS SPACES LLP

Manish Chhabra
Partners

X ok HAT

Z.A.J.

M

HAT

Signed & Delivered by the within
named FIRST PARTY at I.3

)
)

H.K. Jaffer ✓

MS. HEENA KARIM JAFFER



H.K. Jaffer ✓

PHOTOGRAPH OF **MS. HEENA KARIM JAFFER**

LHFI

RHFI

1) _____

1) _____

2) _____

2) _____

3) _____

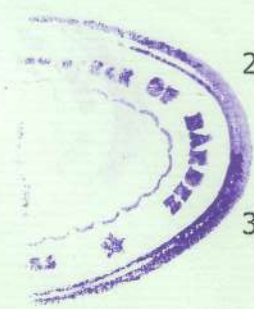
3) _____

4) _____

4) _____

5) _____

5) _____



MANAS SPACES LLP

[Signature]
Partners

Xall

HHJ

[Signature]
S.A.J.

[Signature]
[Signature]

HEJ

Signed & Delivered by the within
named FIRST PARTY at I.4

)
)

Zaffer

X

MS. ZEENAT AHMED JAFFER



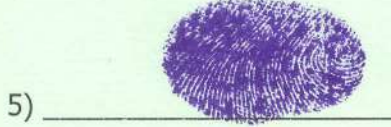
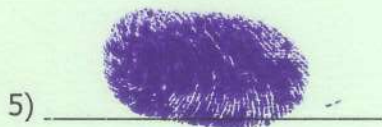
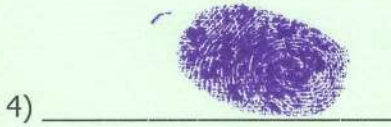
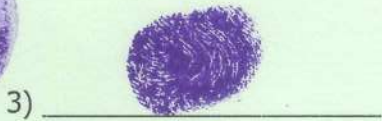
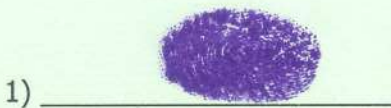
Zaffer

X

PHOTOGRAPH OF **MS. ZEENAT AHMED JAFFER.**

LHFI

RHFI



MANAS SPACES LLP

Manoj Chakraborty
Partners

Zaffer

X all HAJ

Z.A.J.

(M) X

HAJ

HAJ

Signed & Delivered by the within
named FIRST PARTY at I.5

)
)

Mumtaz Aziz Jaffer
MS. MUMTAZ AZIZ JAFFER



Mumtaz Aziz Jaffer

PHOTOGRAPH OF **MS. MUMTAZ AZIZ JAFFER**

LHFI

RHFI

1) _____

1) _____

2) _____

2) _____

3) _____

3) _____

4) _____

4) _____

5) _____

5) _____



MANAS SPACES LLP

Partners

Manas Chhabra

Mumtaz Aziz Jaffer *Z.A.J.* *Mumtaz* *H.K.J.*

Signed & Delivered by the within named
SECOND PARTY AT (II)
Through its Designated Partner

)For MANAS SPACES LLP
)
)
)



Tanmay Cholkar
MR. TANMAY U. KHOLKAR
alias
JEVOTTAM ULHAS
KHOLKAR

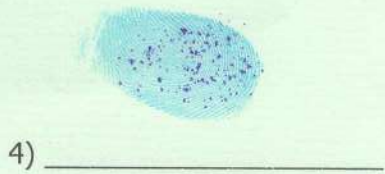
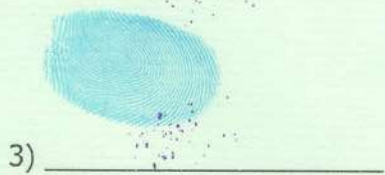
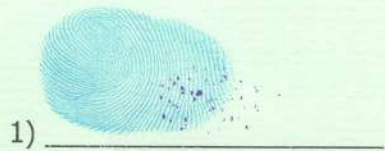


Tanmay Cholkar

PHOTOGRAPH OF **MR. TANMAY U. KHOLKAR**

LHFI

RHFI



MANAS SPACES LLP

Tanmay Cholkar
Partners

Kalishankar

Haffa
E.A.J.

(M) A

H.K.J.

IN THE PRESENCE OF WITNESSES:

1. Name : MR. MARUTI GANGARAM TALWAR
Aadhar Card No. : [REDACTED]
Son/Daughter of : GANGARAM TALWAR
Age : 34 YRS
Occupation : SERVICE
Nationality : INDIAN
Address : 42, ANGANWADI NAGAR, NEAR P&T
COLONY, PORVORIM, BARDEZ - GOA.
403521



Signature : [Handwritten Signature]

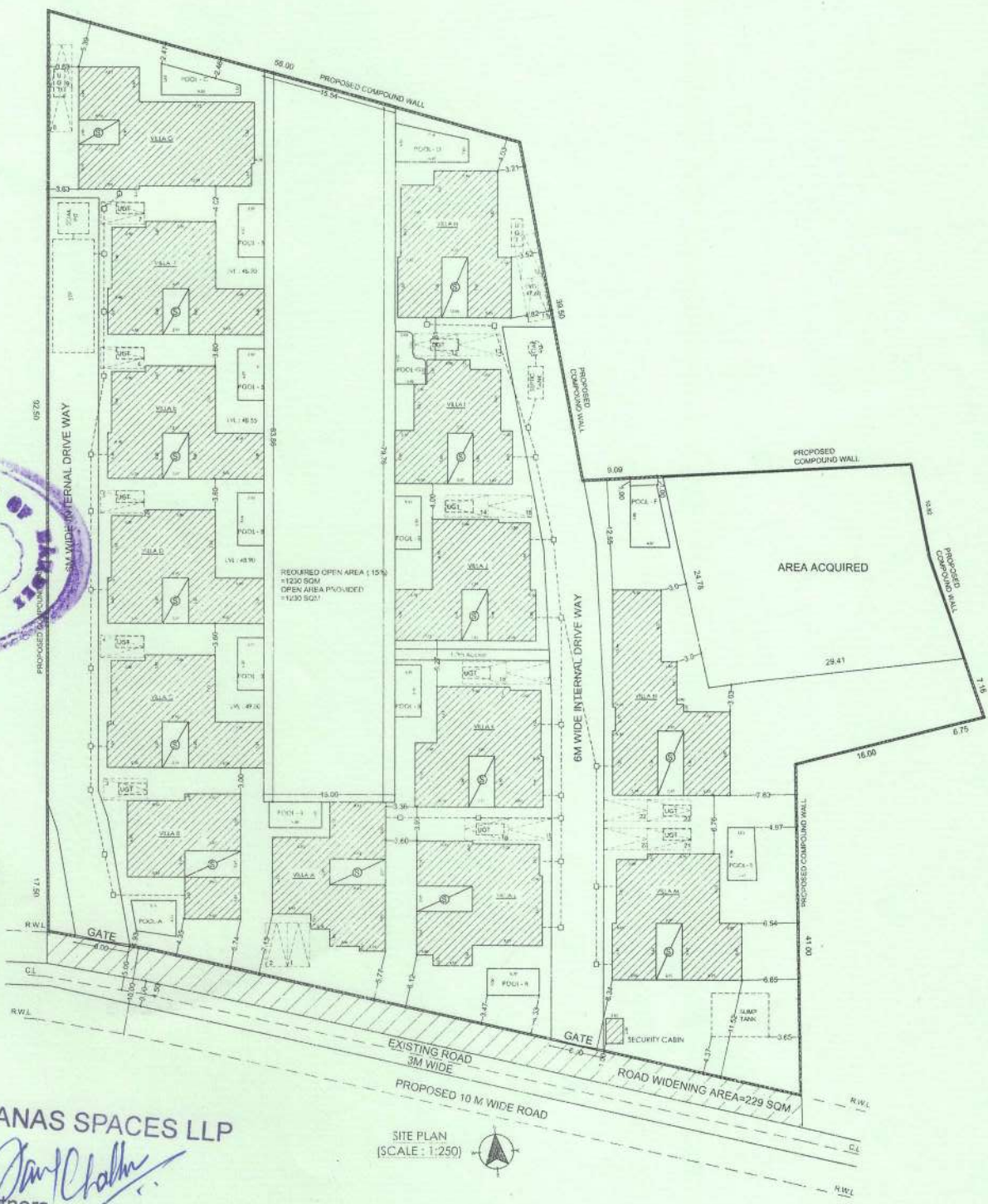
2. Name : MR. HARSHAL MOKESH DESAI
Aadhar Card No. : [REDACTED]
Son/Daughter of : MOKESH DHIRAJLAL DESAI
Age : 28 YRS
Occupation : ADVOLATE
Nationality : INDIAN
Address : 101/B-2, LAWANDE HERITAGE,
CHINCHI WADA CHIMBEL - GOA.
403006

Signature : [Handwritten Signature]

MANAS SPACES LLP

[Handwritten Signature]
Partners

[Handwritten Signatures and Initials: HHTJ, Z-A J., [Signature], [Signature], [Signature], [Signature]



MANAS SPACES LLP

Partners

SITE PLAN
[SCALE : 1:250]



Handwritten notes and signatures in blue ink:
 AU
 Y
 CHAJ
 Z.A.J.
 HAJ
 [Signature]

PROJECT TITLE		ARCHITECT	CUSTOMER
REGION DRAWING FOR CONSTRUCTION OF RESIDENTIAL VILLAS PERMANENT FENCE & COMPOUND WALL ON PLOT BEARING SURVEY NO. 46/A AT MOIRA, BANGALORE, KARNATAKA NOTE: APPROVED BY TOWN PLANNING WITH CONDRON 1, NO. 194/P&M/MOIRA/KC/22/4TH DATE: 18/09/2023 NOTICE APPROVED BY MEDICAL OFFICER, PRIMARY HEALTH CENTER MOIRA, H. NO. PASSED AND APPROVED WITH PERMISSION NO. VY/NO/22/46/A/022/2023/190 DATED: 20/10/2023		Mr. Saurabh Sangkar & Co. Suite 202, 2nd Floor, Plot Grand Road East, Mysuru 576004	
SHEET No.	01	DRAWINGS	
FILE No.		SITE PLAN	
SHEET SIZE	DEC N/A	AREA COVERED BY THIS DRAWING: 1000 SQ. METERS DATE OF PREPARATION: 15/10/2023	
DATE	15-10-2023		
DRAWN BY	S.M.		



Government of Goa
Directorate of Settlement and Land records

Survey Plan
Bardez Taluka, Moira Village
Survey No.: 48 , Subdivision No.: 4

Scale 1:2000

Reference No.: REV192452299



x
A4

MANAS SPACES LLP
[Signature]
Partners

HAJ Z.A-J. ~~HAJ~~ HEJ

~~HAJ~~ (70) A

This record is computer generated on 16-01-2024 11:36:27. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd 24-Apr-2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in/>.

NOTE: PLAN TO BE PRINTED ON A4 SIZE

**FORM I & XIV**

100017966668

Date : 06/10/2023

नमुना नं १ व १४

Page 1 of 2

Taluka BARDEZ
तालुका
Village Moira
गांव
Name of the Field Marache Bhat
शेताचें नांव

Survey No. 48
सर्वे नंबर
Sub Div. No. 4
हिस्सा नंबर
Tenure
सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.88.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.88.00

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जामीन	Grand Total एकूण
0000.00.00	0000.00.00	0000.00.00	0000.88.00

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
----------------------	----------	-------------	----------	----------------------	----------	--------------	----------

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Government, Public Works Division, Xvii Akbar Amirali Jaffer		1890 79189	
3	Zeenat Akbar Jaffer		79189	
4	Saurabh Ramesh Sangekar		79189	
5	Archana Saurabh Sangekar		79189	
6	Heena Karim Jaffer		79189	
7	Zeenat Ahmed Jaffer		79189	
8	Mumtaz Aziz Jaffer		79189	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	-----Nil-----			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार -----Nil-----		

MANAS SPACES LLP

Partners

MANAS SPACES LLP
Z.A.J. Jaffer
MANAS SPACES LLP



FORM I & XIV

100017966668

Date : 06/10/2023

नमुना नं १ व १४

Page 2 of 2

Taluka BARDEZ
तालुका
Village Moira
गांव
Name of the Field Marache Bhat
शेताचें नांव

Survey No. 48
सर्वे नंबर
Sub Div. No. 4
हिस्सा नंबर
Tenure
सत्ता प्रकार

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated	Unirrigated	Land not Available for cultivation नापिक जमीन		Source of irrigation सिंचनांचा प्रारि	Remarks शेरा
					बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.		
	Nil									

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.



The record is computer generated on 06/10/2023 at 11:11:09AM as per Online Reference Number - 100017966668. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>

7777 7777 Z.A.J. 7777 7777

MANAS SPACES LLP

Partners



GOVERNMENT OF GOA
Town and Country Planning Department

2nd floor, Government Office Complex, Mapusa, Goa

Phone no. : 2262444	Fax no. : -
Email : ctp-tcp.goa@nic.in	Website : https://tcpcraft.nic.in/
Ref no. : BAR/54/Zoning/MOI/TCP/2023	Date : 15-Oct-2023
Ack. no. : TCP022301062	Application Date : 03-Oct-2023

LAND USE ZONING INFORMATION

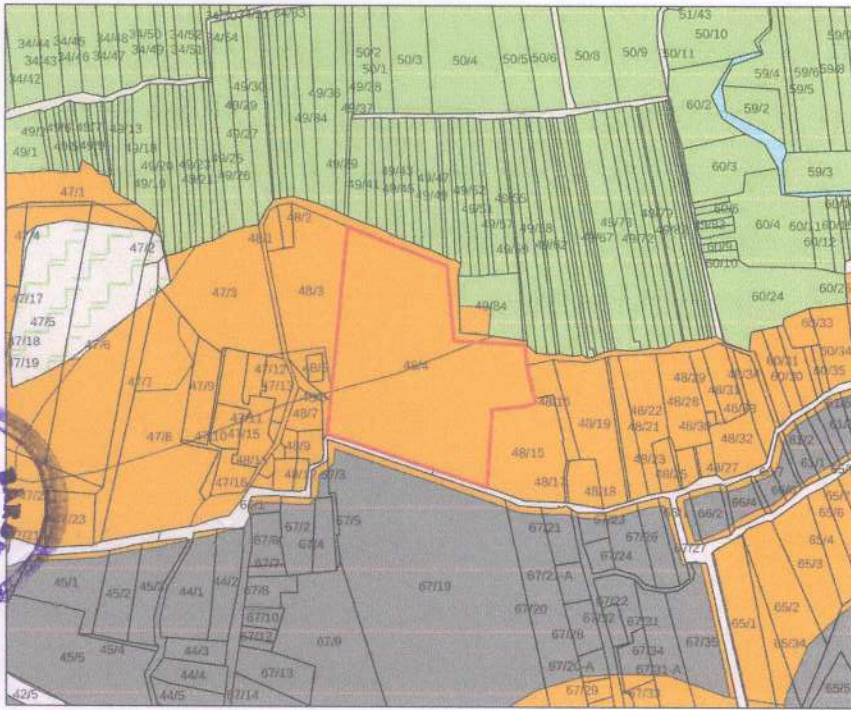
The Zoning of the property bearing Survey No. 48, Sub.Div.No. 4 of Village Moira, Taluka Bardez, is as follows.

Sr. No.	Zone Name	Area in Sq. mtrs	Description
1	Settlement	8,800.000	Settlement Zone
Total Area		8,800.000	

Zoning Plan:

As per the Regional Plan For Goa-2021 the plot under reference falls under "Settlement Zone " having VP-2 Status and permissible FAR-60.

Taluka: BARDEZ Village: Moira Survey: 48 Sub Div: 4



N
Scale
1:2000

LEGEND

- Selected Land Parcel
- LandParcel

Goa

- MDR
- PADDY FIELD
- ROAD
- SETTLEMENT
- SLOPES
- WATER BODY

Basemap-OSM

Y HAJ
AU Z.A.J. ~~HA~~ @ A H.K.J.

MANAS SPACES LLP

Yash Chohan
Partners

2024-B22-2630

3/6/24

This information is issued based on the application received from **Mubina Sayed** dated **03-Oct-2023**, to be read with note given below:

This information is valid only for three years or till the Regional Plan for Goa 2021 is in force, whichever is earlier from the date of issue of this letter.

Processing fees of Rs. **3000.00** paid vide Transaction id **231003015570** dated **03-Oct-2023**.

Verified by

Saviour Olstrakh Coutinho
(Planning Assistant)

(**Zaldev Ramakant Aldonkar**)
Dy.Town Planner

To,

Mubina Sayed
H.NO. 297/19/9, Corlim, Tiswadi, North Goa - 403110

NOTE:

The Zoning information provided is as per Regional Plan 2021 in force as on date of issue of the above information and shall not be constructed as NOC in any form for undertaking any development including construction and sub-Division etc.

Further any development shall be subject to provision of Tenancy Act, Land Use Regulation Act, Forest Conservation Act, Highways Act, Ancient Monuments and Archeological Sites and Remains Act, (State and Central), EIA notification issued by MOUF, Coastal Regulation Zone, including section 17-A of the TCP Act.

This Certificate is issued based on the order issued vide no.**29/8/TCP/2018(Pt. file)/1672 dtd. 13/08/2018** pertaining to guide line for processing various application and Circular issued vide no.**29/8/TCP/Pt. file /2020/239** dated **31/07/2020** and Ref. no. **29/8/TCP/Pt.File/2020/1284** dated **11/08/2020**.

Additional information for reference and determination of values of the property except Settlement zone/development zone.

Broad Land use classification and sub-classification of zone as per Regional Plan for Goa 2021.

Eco-Sensitive Zone I		Eco-Sensitive Zone II	
1	Protected/Reserved Forest	1	Orchard
2	Mangrove Forest	2	Natural Cover
3	No Development Slopes	3	Fish Farm
4	Paddy Field/Khazan	4	Cultivated land
5	River & Nallah/Pond	5	Irrigation Command Area
6	Mud flats	6	Salt Pans
7	Sand Dunes/Sandy Area		

For the purpose of Evaluation of the value of the property following shall be noted.

All the aforesaid zones in **Eco-Sensitive Zone-1** Category shall be taken as A-Zone (Agriculture).

All the aforesaid Zones in **Eco-Sensitive Zone-II** Category shall Orchard/Forest Zone.

This is also issued on the basis of order bearing no. 29/8/TCP/Pt.file/2020/951 dated 10/6/2020.

Zaidev Ramakant Aldonkar
DY.TOWN PLANNER
North Goa District Office Mapusa, Office of the Senior Town Planner
Signed Date 15/10/2023 11:09 PM

MANAS SPACES LLP
[Signature]
Partners

[Handwritten signatures and initials]
Z.A.J. *[Signature]*
[Signature] *[Signature]* *[Signature]*



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 03-Jun-2024 10:46:31 am

Document Serial Number :- 2024-BRZ-2630

Presented at 10:41:04 am on 03-Jun-2024 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	1699300
2	Registration Fee	1757840
3	Processing Fee	4640
Total		3461780

Stamp Duty Required :1699300/-



















Stamp Duty Paid : 1700000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	MUBINA SAYED ,Father Name:Mr. Zainuddin Shaikh, Age: 49, Marital Status: ,Gender:Female, Occupation: Service, Address1 - H No 297/19/9 Mangado, Corlim-Goa-403110, Address2 - , PAN No. [REDACTED]			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	AKBAR AMIRALI JAFFER , Father Name:Mr. Amirali Kamruddin Jaffer, Age: 53, Marital Status: Married ,Gender:Male, Occupation: Business, 1101, Celestial Tower, 15th Road, Bandra West, Mumbai, PAN No. [REDACTED]			
2	SAURABH RAMESH SANGEKAR , Father Name:Mr. Ramesh Nagesh Sangekar, Age: 56, Marital Status: Married ,Gender:Male, Occupation: Service, Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai, PAN No. [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	SAURABH RAMESH SANGEKAR , Father Name:Mr. Ramesh Nagesh Sangekar, Age: 56, Marital Status: ,Gender:Male,Occupation: Service, Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai – 400004, PAN No. [REDACTED], as Power Of Attorney Holder for ZEENAT AHMED JAFFER			
4	SAURABH RAMESH SANGEKAR , Father Name:Mr. Ramesh Nagesh Sangekar, Age: 56, Marital Status: ,Gender:Male,Occupation: Service, Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai – 400004, PAN No.: [REDACTED], as Power Of Attorney Holder for MUMTAZ AZIZ JAFFER			
5	SAURABH RAMESH SANGEKAR , Father Name:Mr. Ramesh Nagesh Sangekar, Age: 56, Marital Status: ,Gender:Male,Occupation: Service, Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai – 400004, PAN No. [REDACTED], as Power Of Attorney Holder for HEENA KARIM JAFFER			
6	SAURABH RAMESH SANGEKAR , Father Name:Mr. Ramesh Nagesh Sangekar, Age: 56, Marital Status: ,Gender:Male,Occupation: Service, Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai – 400004, PAN No. [REDACTED], as Power Of Attorney Holder for ARCHANA SAURABH SANGEKAR			
7	SAURABH RAMESH SANGEKAR , Father Name:Mr. Ramesh Nagesh Sangekar, Age: 56, Marital Status: ,Gender:Male,Occupation: Service, Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai – 400004, PAN No. [REDACTED], as Power Of Attorney Holder for ZEENAT AKBAR JAFFER			
8	MUBINA SAYED , Father Name:Mr. Zainuddin Shaikh, Age: 49, Marital Status: ,Gender:Female,Occupation: Service, H No 297/19/9 Mangado, Corlim-Goa-403110, PAN No. [REDACTED] as Power Of Attorney Holder for TANMAY ULHAS KHOLKAR Alias JEVOTTAM ULHAS KHOLKAR – Designated Partner Of M/s. Manas Spaces LLP			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Maruti Gangaram Talwar ,Age: 34 ,DOB: ,Mobile: 7020666329 ,Email: ,Occupation: Service , Marital status : Married , Address: 403521, 42 Anganwadi Nagar Near P and T Colony Alto Porvorim Bardez Goa, 42 Anganwadi Nagar Near P and T Colony Alto Porvorim Bardez Goa, Penha-de-franca, Bardez, NorthGoa, Goa			
2	Name: Harshal Mukesh Desai ,Age: 28 ,DOB: ,Mobile: 9673658208 ,Email: ,Occupation: Advocate , Marital status : Married , Address: 403006, 101 B-2 Lawande Heritage Chinchwada Chimbhel Tiswadi Goa, 101 B-2 Lawande Heritage Chinchwada Chimbhel Tiswadi Goa, Chimbhel, Tiswadi, NorthGoa, Goa			



M. Desai
 03/06/2024
 Sub Registrar
 SUB-REGISTRAR
 BARDEZ

Document Serial Number :- 2024-BRZ-2630

Document Serial No:-2024-BRZ-2630

Book :- 1 Document
Registration Number :- **BRZ-1-2597-2024**
Date : 03-Jun-2024

Mawant
03/06/2024

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

**SUB-REGISTRAR
BARDEZ**

