



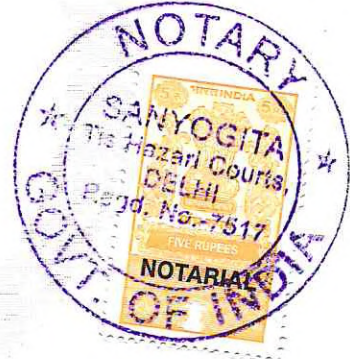
INDIA NON JUDICIAL

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e-Stamp

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Certificate No.	: IN-DL69104144985520S
Certificate Issued Date	: 18-Aug-2020 05:10 PM
Account Reference	: IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85750346277358886898S
Purchased by	: VIANAAR PROPERTIES PVT LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VIANAAR PROPERTIES PVT LTD
Second Party	: VIANAAR INFRA LLP
Stamp Duty Paid By	: VIANAAR PROPERTIES PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



V. Sanyogita

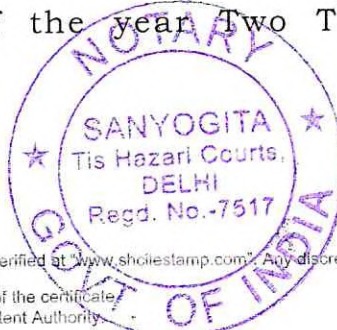
Govt. of India



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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT FOR SALE is made at Mapusa, Taluka, Bardez - Goa, on this 25th day of the month of Aug of the year Two Thousand and Twenty.
(25/08/2020)



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shoilestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

VIANAAR PROPERTIES PRIVATE LIMITED, a duly registered Company, having corporate identity no. U70100MH2013PTC245929, PAN Card no. [REDACTED] having their Registration office Flat No. 308, 3rd Floor, Hiren Light Indust. Co. Op. Soc., Mogul Lane, Mahim (West) Mumbai Mumbai City MH 400016 IN represented by one of their Director **MRS. NEELAM NAGPAL**, wife of Vijay Kumar Nagpal, aged 61 years, businesswoman, married, Indian National, resident of 97- B, Manekshaw Road, Anupam Garden, Sainik Farm, New Delhi-110062, hereinafter referred to as the '**LANDOWNER**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns)

AND

VIANAAR INFRA LLP, a Limited Liability Partnership, PAN Card no. [REDACTED] LLPIN AAP-0902, having their Registration office at 378, MMM Road Amritsar PB 143001 IN, represented by its Partner Director **MR. VIJAY KUMAR NAGPAL** son of Lt. Mr. Raghunath Rai, 78 years of age, Holder of PAN Card no. [REDACTED] Indian National, resident of 97- B, Manekshaw Road, Anupam Garden, Sainik Farm, New Delhi-110062, hereinafter referred to as "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns), of the, **SECOND PART**;

AND WHEREAS ALL that property known as "**ARADI SHIR**", situated at Village **Parra**, within the limits of Village Panchayat of Parra, Taluka and Registration

Sub-District of Bardez, District North Goa in the State of Goa, which property is described in the Land Registration Office under No. 38620 of Book B-99 Old, bearing Old Cadastral Survey No. 317 and the same is presently surveyed under Survey No. **32/2** of Village **Parra**, admeasuring an area **3250 sq. mts**, *hereinafter referred to as the 'Said Property'*, which is more particularly described in Schedule I herein below

AND WHEREAS the said property was originally owned by Sebastiao Francisco de Souza alias Sebestiao Francisco D'Souza and his wife Margarida Eufemia Mascarenhas.

AND WHEREAS in the Manual Form I and XIV pertaining to the said property bearing survey no 32/2 of Village Parra indicates the name of Sebastiao Francisco D'Souza alias Sebestiao Francisco D'Souza as the owner.

AND WHEREAS the name of the said Sebastiao Francisco D'Souza alias Sebestiao Francisco D'Souza is also duly found to be recorded in the Occupant's Coloumn of 'Form IX', in the Index of Lands since 19/08/1972 with respect to the SAID PROPERTY.

AND WHEREAS the name of the said Sebastiao Francisco D'Souza alias Sebestiao Francisco D'Souza is also reflected in the Occupant's Column of 'Form III', in the Index of Lands with respect to the SAID PROPERTY.

AND WHEREAS a Super Imposition Report has been prepared by S.A Dhuri for identifying the property bearing Land Description and Marginal Note No 38620 of the property known as "Arad Xir" situated at Parra, has concluded that property bearing Land Description and Marginal Note No 38620 is the same property bearing old cadastral survey no 317 and presently bearing survey no 32/2 of Village Parra at Bardez Goa.



AND WHEREAS the said Sebastiao Francisco de Souza alias Sebastiao Francisco D'Souza was married to Margarida Eufemia Mascarenhas under the regime of communion of assets.

AND WHEREAS the said Sebastiao Francisco de Souza alias Sebastiao Francisco D'Souza after the death of his first wife i.e Margarida Eufemia Mascarenhas was again re-married to Maria Felicidade Mascarenhas under the regime of communion of assets.

AND WHEREAS Orfanologico Inventario (Inventory Proceedings) filed in the year 1910 upon death of Margarida Eufemia Mascarenhas and Orfanologico Inventario (Inventory Proceedings) filed in the year 1928 upon death of Sebastiao Francisco de Souza reveals that the property known as **ARRADY SIR** originally belonged to Sebastiao Francisco de Souza and his wife, Margarida Eufemia Mascarenhas.

AND WHEREAS Orfanologico Inventario (Inventory Proceedings) filed in the year 1910 upon death of Margarida Eufemia Mascarenhas further reveals that the said Margarida Eufemia Mascarenhas passed away leaving behind her widower and moiety holder, the said Sebastiao Francisco de Souza and the following legal heirs:

- 12/1 Jpl*
- Vijay R m*
- i. Maria Idalina de Souza married to Jose Benjamim Coutinho
 - ii. Diogo Antonio de Souza married to Felicia Rozaria de Lobo
 - iii. Ingnez Luizinha de Souza married to Eufemiano Almeida
 - iv. Maria Conceicao de Souza married to Francisco Xavier de Souza alias Agostinho de Souza
 - v. Aleixo Xavier de Souza (unmarried)
 - vi. Caridade Francisco de Souza (unmarried)
 - vii. Casmiro Marcelino de Souza (unmarried)
 - viii. Roberto Joaosinho de Souza (unmarried)

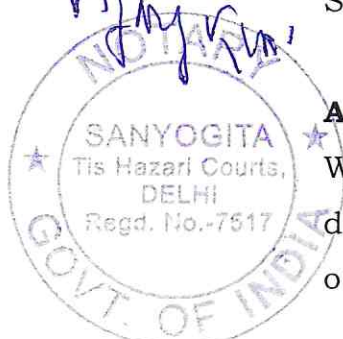
AND WHEREAS on 18/01/1910, upon the death of the said Margarida Eufemia Mascarenhas, Orfanologico

Inventario (Inventory Proceedings) were filed before Civil Judge of the Judicial Division of Bardez by her husband, the said Sebastiao Francisco de Souza and the PROPERTY known as **ARRADY SIR** was listed at Item No. 23 and the same was bidden in auction and taken by the said Sebastiao Francisco de Souza

AND WHEREAS thereafter an Orfanologico Inventario (inventory proceedings) dated 10/10/1928 came to be initiated by Diogo Antonio de Souza before the Court of the Civil Judge of the Judicial Division of Bardez on the death of his father Sebastiao Francisco de Souza alias Sebastiao Francisco D'Souza who expired leaving behind Maria Felicidade Mascarenhas as his widow of his second nuptials as his moiety holder and his children and grandchildren of his first marriage as there being no descendants of the second marriage namely 1) Maria Idalina de Souza married to Jose Benjamim Coutinho, 2) Diogo Antonio de Souza married to Felicia Rozaria de Souza 3) Ingnez Luizinha de Souza married to Eufemiano Almeida, 4) Caridade Francisco de Souza married to Luizinha Fernandes, 5) Casimiro Marcelino de Souza alias Cosme Marcelino de Souza 6) Noberto Joaosinho de Souza and the said Caridade Francisco de Souza expired leaving behind his children namely a) Aninha de Souza, b) Sebastiao Silvestre de Souza who are the grandchildren of Sebastiao Francisco de Souza alias Sebastiao Francisco D'Souza .

AND WHEREAS the said property was allotted to, Casimiro Marcelino de Souza alias Cosme Marcelino de Souza, Norberto Joaosinho de Souza and the said Caridade Francisco de Souza expired leaving behind his wife moiety holder Luizinha Fernandes and his children namely a) Aninha de Souza, b) Sebastiao Silvestre de Souza in the inventory proceeding dated 10/10/1928.

AND WHEREAS The Office of the Directorate of Public Works and Land Survey, Department of Land Survey has duly conducted the demarcation of the SAID PROPERTY on 23/02/1938 in presence of the said holder Luizinha



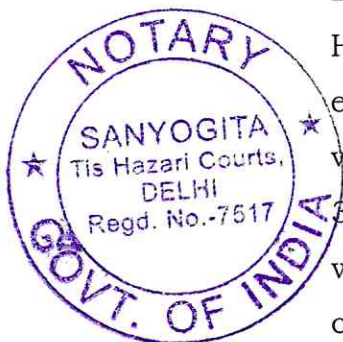
Fernandes and her children namely a) Aninha de Souza, b) Sebastiao Silvestre de Souza with the consent of the adjoining neighbours/respective parties with four stone boundary marks and loose stones compound wall.

AND WHEREAS the name of the said Casimiro Marcelino de Souza alias Cosme Marcelino de Souza, Roberto Joaosinho de Souza and the said Luizinha Fernandes widow of Caridade Francisco de Souza and her children namely a) Aninha de Souza, b) Sebastiao Silvestre de Souza is duly found to be recorded/confirmed in the Registo do Agrimensor bearing Provisional No. 317 of Parra Village.

AND WHEREAS the said Mr. Casmiro D'Souza alias C.M De Souza alias Casimiro Marcelino de Souza was married to Mrs. Antonieta D'Souza alias Antonieta de Almeida e Souza.

AND WHEREAS the said Mr. Casmiro D'Souza @ C.M de Souza alias Mr. Casmiro Marcelino de Souza expired on 7/8/1944 and Mrs. Antonieta D'Souza @ Antonieta de Almeida E Souza expired on 28/2/2008 without leaving behind any will, Gift or Relinquishment but leaving behind the following universal heir namely 1) Mr. Armando Aleixo Roque de Souza 2) Mrs. Maria Atanasia de Souza e Marques married to Alexander Hercules Marques, 3) Fr. Edward D'Souza and 4) Agnelo D'Souza married to Mrs. Angela D'Souza.

AND WHEREAS the said Mr. Armando Aleixo Roque de Souza @ Armando Aleixo de Souza expired on 23/8/2005 in the status of a bachelor, the said Mrs. Maria Atanasia de Souza e Marques @ Maria Atanasia Dsouza e Marques who was married to Alexander Hercules Marques @ Alexandre Hercules Marques expired on 27/1/2004 and 21/4/2003 respectively without any issues and FR. Edward D'Souza expired on 31/12/2017, all expired without leaving behind any will, Gift or Relinquishment but leaving behind their collateral heir their brother Mr. Agnelo D'Souza alias

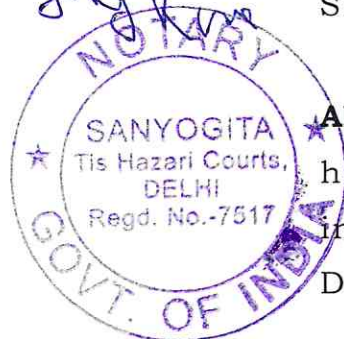


Agnelo Cirilo D'Souza who is married to Mrs. Angela D'souza.

AND WHEREAS the said Mr. Caridade Francisco de Souza was married to Mrs. Luizinha D'Souza alias Luizinho Anastasia Fernandes alias Luisinha Fernandes alias Luisinha Anastasia Fernandes alias Luizinha Fernandes.

AND WHEREAS the said Mr. Caridade Francisco de Souza expired on 25/5/1928 who was married to Mrs. Luizinha D'Souza alias Luizinho Anastasia Fernandes alias Luisinha Fernandes alias Luisinha Anastasia Fernandes alias Luizinha Fernandes who also expired on 23/4/1976 without leaving behind any will, Gift or Relinquishment but leaving behind the following Universal heirs namely 1) Mrs. Ana Candida Marcelina D'Souza alias Aninha de Souza married to Victor Manuel Max D'Souza alias Victor Max de Souza and 2) Mr. Sebastiao Silvestre de Souza alias Sebastiao DSouza alias Sebastian Sylvester de Souza alias Sebastian Sylvester D'Souza married to Mrs. Maria Lourdes Angela de Souza.

P. 1 Jpn
AND WHEREAS the said Mrs. Ana Candida Marcelina D'Souza alias Anne Candida Marcelina D'souza alias Aninha de Souza expired on 22/6/1994 and her husband Victor Manuel Max D'Souza alias Victor Max de Souza expired on 22/7/1987 without leaving behind any Will, Gift or Relinquishment but leaving behind their following universal heirs namely 1) Miss Selina Philomena Joan D'Souza, 2) Mr. Derick Eleuterio Fatima Mario D'Souza married to Mrs. Yvette Pereira e Souza 3) Mrs. Glenda Josephine D'Souza married to Mr. Douglas D'Souza alias Douglas Oswald Francis D'souza and 4) Mr. Gavin Agnelo Carmo D'Souza alias Gavino Agnelo de Souza alias Gavin Agnelo Carmo de Souza.



AND WHEREAS the said Mr. Gavin Agnelo Carmo D'Souza has relinquished his right, title and interest in the inheritance of his parents i.e Mr. Victor Manuel Max D'Souza and Mrs. Ana Candida Marcelina D'souza vide

Deed of Relinquishment dated 11/12/2014 drawn at Book N 848 at pages 12 to 12V before the Notary Ex-Officio of Bardez at Mapusa-Goa.

AND WHEREAS the said Mr. Sebastiao Silvestre de Souza alias Sebastiao D'Souza who was married to Mrs. Maria Lourdes Angela de Souza both of them expired on 25/7/1997 and 17/8/2014 respectively without any Will, Gift or Relinquishment but leaving behind their following universal heirs 1) Mr. Douglas D'Souza alias Douglas Oswald Francis D'Souza married to Glenda Josephine D'souza 2) Mr. Trevor D'Souza alias Trevor Thomas John D'souza married to Mrs. Hazel Agnes Isabel D'Souza alias Hazel D'Souza 3) Mr. Stanislaus Cyril D'Souza alias Cyril de Souza alias Stan D'Souza married to Mary Theresa Hannon alias Mary D'Souza 4) Mr. Assumcao Agnelo de Souza alias Assumption D'Souza married to Alison Ann Rebello and 5) Mr. Roland Anthony D'Souza alias Roland D'Souza.

AND WHEREAS the said Mr. Robert D'Souza @ Roberto Joaosinho de Souza @ Roberto Joaosinho de Souza @ Noberto Joao de Souza who is the son of Sebastiao Francisco de Souza alias Sebestiao Francisco D'Souza and Margarida Eufemia Mascarenhas expired on 26/6/1970 at East Africa in the status of a Bachelor without leaving behind any Will, Gift or Relinquishment.

AND WHEREAS the said property came to be devolved to the Legal heirs of 1) Mr. Casmiro D'Souza @ C.M de Souza alias Mr. Casmiro Marcelino alias Casmiro Marcellino de Souza who was married to Mrs. Antonieta D'Souza @ Antonieta de Almeida E Souza alias Antonieta de Almeida 2) Mr. Armando Aleixo Roque de Souza who expired as a status of a bachelor, 3) Mr. Alexander Hercules Marques who was married to Mrs. Maria Atanasia de Souza e Marques, 4) Mr. Caridade Francisco de Souza who was married to Mrs. Luizinha D'Souza alias Luizinho Anastasia Fernandes alias Luisinha Fernandes alias Luisinha Anastasia Fernandes alias Luizinha Fernandes, 5) Mrs. Ana Candida Marcelina

DSouza alias Anne Candida Marcelina D'Souza alias Aninha de Souza who was married to Mr. Victor Manuel Max D'Souza, 6) Mr. Sebastiao Silvestre de Souza alias Sebastiao D'Souza alias Sebastian Sylvester de Souza alias Sebastian Sylvester D'Souza alias Sebastian Sylvester D'Souza who was married to Mrs. Maria Lourdes Angela de Souza, 7) Fr. Edward D'Souza who expired as a status of a bachelor and 8) Mr. Robert D'Souza alias Roberto Joasinho de Souza alias Roberto Joasinho de Souza alias Noberto Joasinho de Souza who expired as a status of a bachelor.

AND WHEREAS an inventory proceedings had been initiated by Mr. Agnelo D'Souza alias Agnelo Cirilo D'Souza before the Civil Court Senior Division at Mapusa bearing No 395/16/C on the demise of his parents i.e 1) Mr. Casmiro D'Souza @ C.M de Souza alias Mr. Casmiro Marcelino who was married to Mrs. Antonieta D'Souza @ Antonieta de Almeida E Souza, his aunty i.e 2) Mrs. Luizinha D'Souza alias Luizinho Anastasia Fernandes alias Luisinha Fernandes alias Luisinha Anastasia Fernandes alias Luizinha Fernandes, and his cousin 3) Mrs. Ana Candida Marcelina DSouza alias Anne Candida Marcelina D'Souza alias Aninha de Souza who was married to Mr. Victor Manuel Max D'Souza 4) Mr. Sebastiao Silvestre de Souza alias Sebastiao D'Souza alias Sebastian Sylvester de Souza alias Sebastian Sylvester D'Souza who was married to Mrs. Maria Lourdes Angela de Souza.

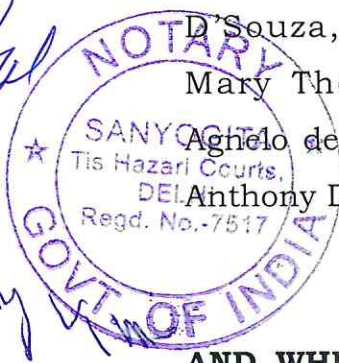
AND WHERAS as some of the estate leavers names have been omitted in the inventory proceedings bearing no 395/16/C therefore a Portuguese C.M.A No 107/19/C In Inventory Proceedings bearing no 395/2016/C had been initiated before the Civil Court Senior at Mapusa by Mr. Agnelo D'Souza alias Agnelo Cyril D'Souza married to Mrs. Angela D'Souza alias Maria Angela Praxedes do Carmo Pereira e Souza on the death of his parents Mr. Casmiro D'Souza alias Casmiro Marcellino e Souza or Casimiro Marcelino de Souza alias Casmiro Marcelino De Souza alias Casimirao M. De Souza alias C.M De Souza and Antonieta D'Souza Alias Antonieta de

Almeida e Souza, his uncles and aunties, i.e Mr. Caridade Francisco de Souza married to Mrs. Luizinha D'Souza alias Luizinho Anastasia Fernandes alias Luisinha Fernandes alias Luisinha Anastasia Fernandez alias Luizinha Fernandes and Mr. Robert D'Souza @ Roberto Joaosinho de Souza @ Roberto Joaosinho de Souza @ Noberto Joaosinho de Souza, his brothers, sisters, brother in law and cousins i.e Mr. Armando Aleixo Roque De Souza, Mrs. Maria Atanasia De Souza E Marques married to Mr. Alexander Hercules Marques, Fr. Edward D'Souza, Mrs. Ana Candida Marcelina D'Souza alias Anne Candida Marcelina D'Souza alias Aninha de Souza married to Victor Manuel Max D'Souza alias Victor Max de Souza, Mr. Sebastiao Silvestre DE Souza alias Sebastiao D'Souza alias Sebastian Sylvester De Souza alias Sebastian Sylvester D'Souza married to Mrs. Maria Lourdes Angela De Souza.

AND WHEREAS the said property came to be enlisted as Item No 1 in the Final List of Assets in Port CMA bearing no 107/2019/C in the Inventory proceeding bearing No 395/2016/C.

AND WHEREAS consent terms had been filed in the Port CMA bearing no 107/2019/C in Inventory Proceedings bearing no 395/2016/C thereafter the said property came to be allotted in equal shares to Mr. Agnelo D'Souza married to Mrs. Angela D'Souza, , Miss Selina Philomena Joan D'Souza, Mr. Derick Eleuterio Fatimo Mario D'Souza married to Mrs. Yvette Pereira e Souza, Mrs. Glenda Josephine D'Souza married to Douglas D'Souza, Mr. Stanislaus Cyril D'Souza married to Mrs. Mary Theresa Hannon alias Mary D'Souza, Mr. Assumcao Agnelo de Souza married to Mrs. Alison Rebello and Mr. Roland Anthony D'Souza alias Roland D'Souza.

AND WHEREAS the said Mr. Agnelo D'Souza married to Mrs. Angela D'Souza, , Miss Selina Philomena Joan D'Souza, Mr. Derick Eleuterio Fatimo Mario D'Souza married to Mrs. Yvette Pereira e Souza, Mrs. Glenda



Josephine D'Souza married to Douglas D'Souza, Mr. Stanislaus Cyril D'Souza married to Mrs. Mary Theresa Hannon alias Mary D'Souza, Mr. Assumcao Agnelo de Souza married to Mrs. Alison Rebello and Mr. Roland Anthony D'Souza alias Roland D'Souza upon become the lawful owners of the said property thereafter wards sold the Said Property to the Land Owner Vianaar Properties Private Limited vide Deed of Sale dated 07/08/2020, duly registered before the Sub-Registrar of Bardez bearing Registration No. BRZ-BK1-1850-2020 dated 07-08-2020 Pursuant to the said Sale Deed, the Land Owner became the absolute and lawful owners in possession of the Said Property.

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

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

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

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

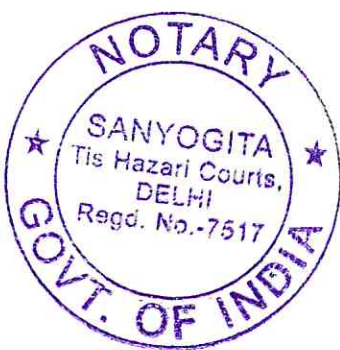
Development of the Said Property

1. Developer shall develop and construct residential buildings and associated structures with a total super built-up area of, subject to compliance with applicable laws on floor area ratio (FAR), at least 3250 square meters on the Said Property (hereinafter referred to as 'Residential Units'). For this, Land Owners grant to the Developer the right of development and commercial utilization of the Said Property, and the license to enter into the Said Property to do the foregoing.



2. Without prejudice to the generality of the development rights granted under the above clause, the Developer shall:

- a) At its own cost, complete the design for the Residential Units. Developer shall prepare this design as per building laws and will take into account the permitted floor area ratio (FAR). Developer shall then hand over the designs to the Land Owners.
- b) Developer shall work to obtain approval for home/flat/villa loan facility from banks for the benefit of the prospective buyers of the Residential Units.
- c) Developer shall obtain (i) technical clearance and other approvals from the Town and Country Planning Department, Goa; (ii) permission from the Panchayat; (iii) permission for cutting the trees and other vegetation on the Said Property; and (iv) any other approval required for commencing construction of the Residential Units.
- d) Developer shall then, at its own cost, develop and construct the Residential Units within a period of 42 months. Further, development and construction of the Residential Units means that the Developer shall develop and construct the Residential Units such that they are ready for being applied for completion certification, occupancy certificate, and electricity and water connections
- e) The time period specified in sub-clause (d) above excludes days on account of delays caused by *force majeure* events. *Force majeure* events means any event that is beyond the control of the Developer, or any event that the developer could not foresee; and which event affects the performance of Developer's obligations. Illustrative examples of *force majeure* events include acts of God like earthquake and flood, riots, lockdowns or civil commotion, and directions by statutory or



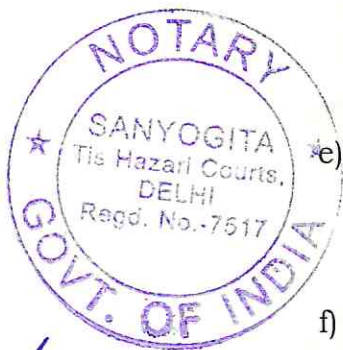
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governmental authorities or court order delaying construction activities. Developer undertakes to keep the Land Owners adequately informed about the happening of any *force majeure events*.

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

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

- a) Apply for and obtain clearances, permissions and approvals that the Land Owners are not required to obtain under this agreement;
- b) Sign application, writings, papers, undertakings and such other documents in relation to the above;
- c) Enter upon the Said Property with men and material as may be required for the development work and demolish any existing structures on the Said Property and erect new buildings and constructions;
- d) Appoint architects, contractors, sub-contractors, surveyors etc. As may be required and supervise their work in respect of the development of the Said Property;
- e) Apply for modifications of the designs and building plan from time to time, if required; and
- f) Obtain adequate insurances.

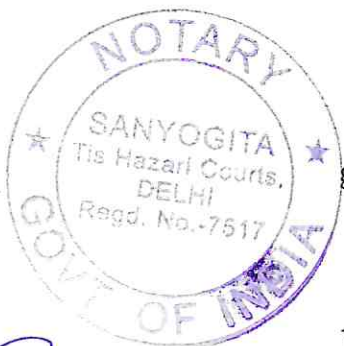


Marketing and sale of Residential Units

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

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

- a. Developer may enter into agreement to sell of flats/Villas/units of the present or future properties in the Residential Units on ownership basis with prospective buyers. Developer shall determine the content of those agreements;
- b. Developer shall determine the price at which the present or future properties in the Residential Units shall be sold to prospective buyers. However, the Developer shall determine *this* price only in consultation with the Land Owners;
- c. Developer has the right to execute necessary documents including agreements to sell and get them registered with the concerned authorities along with the Land Owners as the confirming party;
- d. Land Owners shall sign the sale deeds as per the instructions and directions of the Developer;
- e. Developer has the right to sell and dispose of the Residential Units along with the gardens, parking area, common area etc. at the price determined in sub-clause (b) above; and
- f. Developer has the right to enforce the terms and conditions of the agreements to sell with the prospective buyers including receiving installment amounts;
- g. Developer shall be responsible to collect and deposit GST wherever applicable on sale of residential units.
- h. Developer shall be responsible to complete compliance under all statutory laws including RERA.



Payment to the Developer and Indemnity

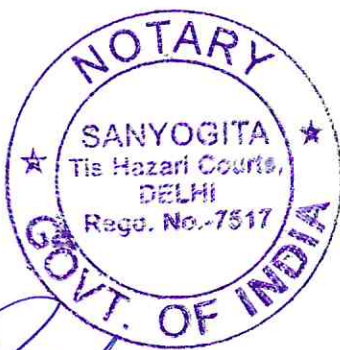
6. Developer shall receive 22% of the gross revenue from the sale of all properties in the Residential Units. Land Owners shall receive the

remaining revenue from the sale of all properties in the Residential Units.

7. Land Owners shall indemnify and keep the Developer indemnified from and against any losses, claims and expenses suffered and incurred by the Developer on account of or in connection with (i) non-performance by the Land Owners of its obligations under this agreement; (i) Wrongful Termination (as defined in clause 18) of this agreement; and (iii) any other mala-fide act of the Land Owners.
8. Developer shall indemnify and the keep the Land Owners indemnified from and against any losses, claims and expenses suffered and incurred by the Land Owners due to an order of a court or judicial authority against the Land Owners pursuant to a legal action by a prospective buyer under the agreement for sale between the Developer and the said prospective buyer for the Residential Units.

Representations, warranties and undertakings

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

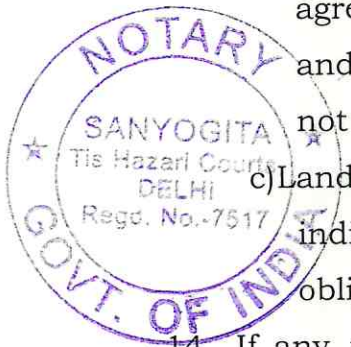


Termination

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

Miscellaneous

11. In relation to the development of the Said Property, Developer may accept service of writ or summons or any such legal summons on behalf of the Land Owners and appear in any court or before any authority as the duly constituted attorney. Developer may also sue, prosecute, or institute other legal proceedings on behalf of the Land Owners.
12. Land Owners authorize the Developer to do and perform all acts, deeds, matter and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to this Agreement.
13. It is clarified between the Land Owners and the Developer that:
- a) This agreement does not constitute a sale of the Said Property by the Land Owners to the Developer;
 - b) This agreement is not a partnership agreement or a joint venture agreement, and the Land Owners and the Developer are not association of persons; and
 - c) Land Owners and the Developer shall be individually responsible for paying their tax obligations.
14. If any provision of this agreement is invalid or unenforceable or prohibited by law, this agreement shall be considered severable as to such provision and such provision shall be inoperative but the remainder of this agreement shall be valid, binding and of like effect as though such invalid, unenforceable or provision was not included herein.
15. Any notice or communication between the



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

If to the Land Owners:

VIANAAR PROPERTIES PRIVATE LIMITED

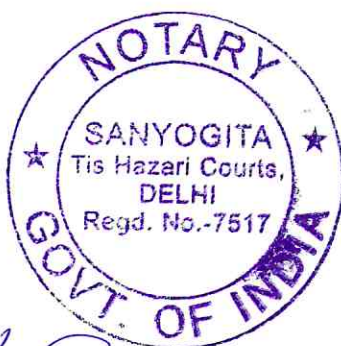
Kind attention: **Mrs. Neelam Nagpal**
+918587937381

If to the Developer:

VIANAAR INFRA LLP

Kind attention: **Mr. Vijay Kumar Nagpal**
+91 9599044983

16. In the event a dispute arises out of, or in relation to, or in connection with this agreement, the parties (hereinafter referred to as the '**Disputing Parties**') shall attempt in the first instance to resolve such dispute through negotiations between them. If the dispute is not resolved through negotiations within seven (7) business days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties may by notice in writing to the other party, refer the dispute for resolution through arbitration in Delhi in accordance with the Arbitration and Conciliation Act, 1996.



SCHEDULE I

ALL that property known as "**ARADI SHIR**", situated at Village **Parra**, within the limits of Village Panchayat of Parra, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa, which property is described in the Land Registration Office under No. 38620 of Book B-99 Old, bearing Old Cadastral Survey No. 317 and the same is presently surveyed under Survey No. **32/2** of Village **Parra**, admeasuring an area **3250 sq. mts.**, and bounded as under:-

Towards the North :- By the property surveyed under Survey No. 32/1 of Village Parra;
Towards the South :- Partly by the property surveyed under Survey No. 32/3 and partly by Survey No. 32/4 of Village Parra;
Towards the East :- By the public road;
Towards the West :- By the property surveyed under Survey No. 30 of Village Parra

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



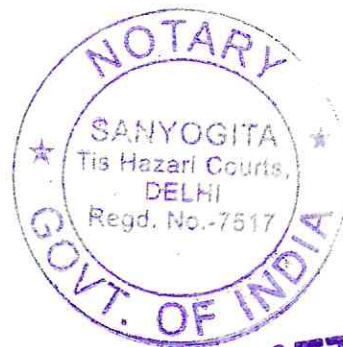
SIGNED AND DELIVERED

by the within named **LANDOWNER**

VIANAAR PROPERTIES PRIVATE LIMITED

Represented by its Director-

MRS. NEELAM NAGPAL



ATTESTED

NOTARY PUBLIC DELHI

SIGNED AND DELIVERED

by the within named **DEVELOPER**

VIANAAR INFRA LLP

Represented by its Director

MR. VIJAY KUMAR NAGPAL

25 AUG 2020

25 AUG 2020