

For CITIZEN CREDIT™
CO-OP BANK LTD

M. J. S.
Authorized Signatory

Chaque Elément coûte quatorze thousand pour le total only

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

भारत 53857
152297

NON JUDICIAL ₹ 141
FEB 15 2021



090 000 000 000 000 000 11:10

Rs. 1114400/- PB8818

INDIA STAMP DUTY GOA

Name of Purchaser VILLAGGIO ESTATES LLP



SN. NO. 2021-PR2-724

17/02/2021

AGREEMENT FOR SALE AND DEVELOPMENT

For Trak Vision and Planners Pvt Ltd

Director/Audt. Signatory

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

This Agreement for sale and development is made on this 15th day of February 2021 at Mapusa, Bardez - Goa.

BETWEEN

(1) **TRAK VISION AND PLANNERS PVT. LTD.**, a Company incorporated under the Companies Act under CIN: U45400DL2007PTC166414, having PAN Card No. [REDACTED] having its office at 67, Poorvi Marg, Vasant Vihar, New Delhi, represented herein by its Directors, (a) **MRS. NAMITA DUTTA**, wife of Sanjay Dutta and daughter of Jitendra Amrit Lal Dave, aged 54 years, business, married, Indian National, having PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED], resident of 67, Poorvi Marg, Vasant Vihar-1, New Delhi-110057, (b) **MRS. VINETI JANAK DUTTA**, daughter of Sanjay Dutta, aged 28 years, business, married, Indian National, having PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED], resident of 67, Poorvi Marg, Vasant Vihar-1, New Delhi-110057, authorized vide Board of Resolution dated 29/01/2021, Represented herein through their power of Attorney Holder, **MR. SURYA VISESH DUTTA**, son of Shri. Sanjay Dutta, aged 26 years, business, married, Indian National, having PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED]

For Trak Vision and Planners Pvt Ltd
Director/ Auth. Signatory

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

[REDACTED] resident of 67, Poorvi Marg, Vasant Vihar-1, New Delhi - 110057, authorized vide Power of Attorney dated 06/02/2021 executed before Ombir Sangwan, Notary, Delhi under Registration No. 129/2021 dated 06/02/2021, hereinafter jointly referred to as the "**FIRST PARTY (OWNER)**" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its legal representatives, executors, administrators, transferees and assigns) of the **ONE PART**.

AND

1. FAIR GREEN VENTURES LLP, a Limited Liability Partnership (**LLP**) constituted under the Limited Liability Partnership Act, 2008 (6 of 2009), having its registered office at H. No. 2-1-251, Godama Mansion, Nallakunta, Hyderabad - 500044, having PAN Card No: **AAFFF6557N**, represented by its Designated Partner, **MR. VENKATESHWAR REDDY PANYALA**, son of Narayan Reddy Panyala, aged 47 years, married, businessman, PAN No. [REDACTED] and Aadhar Card No. [REDACTED], Mobile No. [REDACTED], Indian National, resident of 2-1-251, Lahari Apartment, Flat No. 305, Vegetable Market, Musheerabad, New Nallakunta, Hyderabad,

FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt Ltd

[Signature]
Director/ Auth. Signatory

Andhra Pradesh - 500044, duly authorized vide Resolution dated **10/02/2021**, **2. VILAGGIO ESTATES LLP**, a Limited Liability Partnership (**LLP**) constituted under the Limited Liability Partnership Act, 2008 (6 of 2009), having its registered office at Plot No. 4, Sy. No. 192, Above Café Coffee Day, Botanical Garden Road, Kondapur, Hyderabad, 500084, having PAN Card No: **AATFV4193L**, represented by its Designated Partner, **MR. AJAY HARINATH**, son of Arcot Tukuram Harinath, aged 48 years, married, businessman, PAN No. [REDACTED] and Aadhar Card No. [REDACTED], Mobile No. [REDACTED], Indian National, resident of 2-5-149/20, Vijayapuri, South Lallaguda, Secunderabad, Lallaguda, Hyderabad, Andhra Pradesh - 500017, duly authorized vide Resolution dated **13th February 2021**, hereinafter referred to as the "SECOND PARTY (**DEVELOPERS**)" (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 SECOND PART.

WHEREAS:

WHEREAS there exists ALL THAT part and parcel of land admeasuring **2650 sq. mts.**, surveyed under Survey No. **85/14** of village

FAIR GREEN VENTURES LLP

Designated Partner

For VILAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/Auth. Signatory

Nerul, situated at Fortawado, identified as "PIMPALA BATTA" or "AMBEA KENI" or "AMBEA KHAND", situated at Fortawado, within the limits of the village Panchayat of Nerul, Taluka and Registration Sub District of Bardez, District of North Goa and State of Goa, which property is found described in the Office of Land Registration Office of Bardez under No. 19859 at folio 35(R) of Book B-53 (New) and is inscribed under No. 20529 at page 44 of Book G-33 and is not enrolled in the Taluka Revenue Office. This property is described in the **SCHEDULE-IA** hereafter written and shall hereinafter be referred to as the SAID BIGGER PROPERTY.

AND WHEREAS First Party represents that they are the owners in possession of the said property in the

- The FIRST PARTY acquired title to the **SAID PROPERTY** in the following manner:
 - a. The **SAID PROPERTY** originally belonged to Taumaturgo Lopes alias Joaquim Antonio Gregorio Taumaturgo Paulo Daniel Lopes.
 - b. The said Taumaturgo Paulo Lopes passed away on 09/06/1972 and his wife, Mrs. Sancina Isabel Lopes passed

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/ Auth. Signatory

away on 16/06/1971 leaving behind their following sole and universal legal heirs.

- (i) Mr. Irwin Lopes married to Mrs. Teresa Lopes alias Philomena Bella Noronha alias Teresa Noronha e Lopes
- (ii) Mrs. Martha Vaz alias Eufregina Martha Lopes e Vaz married to Mr. Anthony X. Vaz

c. The said Mr. Irwin Lopes passed away on 31/03/1977 leaving behind his widow and moiety holder, the said Mrs. Teresa Lopes alias Philomena Bella Noronha alias Teresa Noronha e Lopes and the following sole and universal legal heirs:

- (i) Mr. Johnson Lopes alias Johnson Jose Pitto Lopes married to Mrs. Rita Lopes alias Rita Gupta Lopes
- (ii) Mr. Francis Lopes alias Francis Caetan Lopes
- (iii) Mr. Brian Lopes alias Vincent Brian Anthony Lopes

d. The said Mr. Anthony X. Vaz passed away on 17/05/1967 leaving behind his widow and moiety holder, the said

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/ Auth. Signatory

Mrs. Martha Vaz alias Eufregina Martha Lopes e Vaz and the following sole and universal legal heirs

- (i) Mr. Philip Vaz alias Philip Anthony Vincent Vaz married to Mrs. MeenaVaz alias Mina Dayal
- (ii) Mr. Irwin Vaz alias Irwin Cecil John Vaz
- (iii) Mrs. Ursula Fernandes alias Ursula Annie Vaz e Fernandes married to Mr. JohnyFernandes alias John Caetano Fernandes
- (iv) Mrs. Yvonne Gonsalves alias Yvonne Philomena Vaz e Gonsalves married to Mr. BrazGonsalves
- (v) Mrs. Christine Sequeira alias Christine Grace Vaz e Sequeira married to Mr. Steve Sequeira alias Steven Edgar Siqueira

- e. Upon the death of the said Taumaturgo Paulo Lopes, Mrs. Sancina Isabel Lopes, Mr. Irwin Lopes and Mr. Anthony X. Vaz, Inventory Proceedings bearing No. 53/1997/B was initiated before the Civil Judge Senior Division at Panaji wherein the **SAID PROPERTY** was listed at ITEM NO. 9.

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/Authorized Signatory

- f. Terms of Compromise dated 29/09/1997 were filed in the said Inventory Proceedings bearing No. 53/1997/B before the Civil Judge Senior Division at Panaji wherein interested parties amicably settled the questions of assets and the **SAID PROPERTY** at Item No. 9 was allotted jointly to the said Mrs. Teresa Lopes alias Philomena Bella Noronha alias Teresa Noronha e Lopes; Mr. Johnson Lopes alias Johnson Jose Pitto Lopes and his wife, Mrs. Rita Lopes alias Rita Gupta Lopes; Mr. Francis Lopes alias Francis Caetan Lopes; Mr. Brian Lopes alias Vincent Brian Anthony Lopes; Mrs. Martha Vaz alias Eufregina Martha Lopes e Vaz; Mr. Philip Vaz alias Philip Anthony Vincent Vaz and his wife, Mrs. MeenaVaz alias Mina Dayal; Mr. Irwin Vaz alias Irwin Cecil John Vaz; Mrs. Ursula Fernandes alias Ursula Annic Vaz e Fernandes and her husband, Mr. Johny Fernandes alias John Caetano Fernandes; Mrs. Yvonne Gonsalves alias Yvonne Philomena Vaz e Gonsalves and her husband, Mr. Braz Gonsalves and Mrs. Christine Sequeira alias Christine Grace Vaz e Sequeira



FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory

and her husband, Mr. Steve Sequeira alias Steven Edgar Siqueira and the said Terms of Compromise dated 29/09/1997 was confirmed vide Order dated 25/11/1997 passed by Civil Judge Senior Division at Panaji in Inventory Proceedings bearing No. 53/1997/B.

- g. Vide Deed of Sale dated 06/03/1997 registered before Sub-Registrar of Ilhas, Panaji - Goa under Registration No. 378 at pages 342 to 364 of Book No. 1, Volume No. 582 dated 14/03/1997, the said Mrs. Teresa Lopes alias Philomena Bella Noronha alias Teresa Noronha e Lopes; Mr. Johnson Lopes alias Johnson Jose Pitto Lopes and his wife, Mrs. Rita Lopes alias Rita Gupta Lopes; Mr. Francis Lopes alias Francis Caetan Lopes; Mr. Brian Lopes alias Vincent Brian Anthony Lopes; Mrs. Martha Vaz alias Eufregina Martha Lopes e Vaz; Mr. Philip Vaz alias Philip Anthony Vincent Vaz and his wife, Mrs. Meena Vaz alias Mina Dayal; Mr. Irwin Vaz alias Irwin Cecil John Vaz; Mrs. Ursula Fernandes alias Ursula Annie Vaz e



FAIR GREEN VENTURES LLP For VILLAGGIO ESTATES LLP

Designated Partner

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/Auth. Secretary

Fernandes and her husband, Mr. Johny Fernandes alias John Cactano Fernandes; Mrs. Yvonne Gonsalves alias Yvonne Philomena Vaz e Gonsalves and her husband, Mr. Braz Gonsalves and Mrs. Christine Sequeira alias Christine Grace Vaz e Sequeira and her husband, Mr. Steve Sequeira alias Steven Edgar Siqueira sold **the SAID PROPERTY** in favour of Mr. Sumant Pasricha.


h. Vide Deed of Sale dated 08/09/1997 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. 1317 at pages 201 to 221 of Book No. I, Volume No. 622 dated 11/09/1997; the said Mr. Sumant Pasricha sold **the SAID PROPERTY** in favour of Mr. Kuverji Ramji Gala.

i. Vide Deed of Sale dated 21/02/2007 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. 1106 at pages 185 to 200 of Book No. I, Volume No. 2021 dated 13/03/2007; the said Mr. Kuverji Ramji Gala sold **the SAID**

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Authorized Signatory

PROPERTY in favour of Mr. Sumant M. Pasricha.

- j. Vide Conversion Sanad dated 27/03/2008 bearing No. RB/CNV/BAR/83/2008 issued by the Collector, North Goa District, Panaji - Goa, the area admeasuring **1959 sq. mts.** from the **SAID PROPERTY** bearing Survey No. 85/14 was converted for Residential Use.
- k. Construction License bearing No. V.P/NRL/2008-09/1 dated 03/04/2008 issued by Village Panchayat of Nerul, Bardez - Goa was obtained by Sumant Pasricha for the proposed Construction of Residential Building & Compound Wall in the SAID PROPERTY.
- l. Vide Deed of Sale dated 12/06/2008 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. 3999 at pages 124 to 135 of Book No. 1, Volume No. 2707 dated 05/08/2008; the said Mr. Sumant M. Pasricha along with his wife, Mrs. Sonia Pasricha sold **the**



FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt Ltd

[Signature]
Director/ Auth. Signatory

SAID PROPERTY in favour of M/s. Unicorn Developers.

- m. Vide Deed of Sale dated 04/08/2009 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. BRZ-BK1-01584-2009, CD No. BRZD25 dated 04/08/2009; the said M/s. Unicorn Developers sold **the SAID PROPERTY** in favour of Trak Vision and Planners Pvt. Ltd. and Tanvi Buildon Pvt. Ltd.
- n. Vide Deed of Sale dated 13/04/2015 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. BRZ-BK1-05420-2015, CD No. BRZD764 dated 15/04/2015, the said Tanvi Buildon Pvt. Ltd. sold its 50% undivided right, title, share and interest in **the SAID PROPERTY** equivalent to 1325 sq. mts. in favour of Trak Vision and Planners Pvt. Ltd.
- o. In view of above, the said Trak Vision and Planners Pvt. Ltd. (First Party hereinabove) became absolute owners in possession of the **SAID PROPERTY** admeasuring **2650 sq. mts.**

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/With. Signatory

- p. Vide Technical Clearance Order dated 04/09/2015 bearing Ref. No. TPBZ/947/NER/TCP-15/3057, the Deputy Town Planner, Town and Country Planning Department, Mapusa - Goa granted permission for carrying out the Construction of Residential Complex and Compound Wall (Revised Plan) as per the approved plan in the **SAID PROPERTY**.
- q. Vide Order dated 11/09/2015 bearing Ref. No. TPBZ/947/NER/TCP-15/3018 issued by Dy. Town Planner, Town and Country Planning Department, Mapusa - Goa, Infrastructure Tax was assessed for carrying out construction of residential Complex (revised Plan) in the **SAID PROPERTY**.
- r. Vide e Challan bearing No 201700205432, dated 22nd March 2017, the FIRST PARTY has paid processing fees for the technical clearance order of the SAID PROPERTY,
- On purchase of the **SAID PROPERTY**, the FIRST PARTY has got its name mutated in

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory

the revenue records and that it is in vacant, peaceful and unencumbered possession and enjoyment thereof.

- That the FIRST PARTY being interested in offering the SAID PROPERTY for development and sale to the FIRST PARTY has made the following representations:
 - a. The FIRST PARTY has become the absolute Owner of the SAID PROPERTY in the aforementioned manner and that the title of the FIRST PARTY to the SAID PROPERTY is good, clear, marketable, valid and subsisting and that no one else has any right, title, claim or share therein and that the FIRST PARTY has not entered into any agreement for sale, transfer or development of the SAID PROPERTY with anyone else and nor is the SAID PROPERTY subject matter of any will or gift, memorandum of understanding (oral or written) or any other writing by whatever name called, creating any third party right in favour of any third party.
 - b. There is no impediment to enter into this agreement under any law or

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Authorized Signatory



contract nor is the SAID PROPERTY a land in which there is any statutory prohibition on sale/development/conveyance, and the SAID PROPERTY is not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind and the SAID PROPERTY has not been mortgaged or offered as a 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 for payment of income tax, gift tax.

- c. There is/was no statutory bar or prohibition to acquire/hold the SAID PROPERTY including and not limited to any provisions under the Goa Town & Country Planning Act, Goa Land Revenue Act or any other provision of law applicable to the SAID PROPERTY.
- d. The FIRST PARTY is in actual physical and vacant possession of the SAID PROPERTY and that the FIRST PARTY has not parted with the possession in any manner including and not limited

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory

to by any agreement of tenancy or lease. The FIRST PARTY has also not ceded any right of way or any other restriction or easement by whatever name called on the SAID PROPERTY.

e. The FIRST PARTY has paid all the property taxes and all other levies by whatever name called, till this date.

f. On this day of signing agreement FIRST PARTY has handed over peaceful possession of SAID PROPERTY to SECOND PARTY to carry out construction work.

g. The FIRST PARTY represents that there is a 6 meter wide existing road access (exclusive of road widening) to the SAID PROPERTY and that they have irrevocable rights to the said access which is hereinafter referred to as the said access which also reflects on the survey plan attached to this agreement

- On the basis of the above representations, the SECOND PARTY has offered to the FIRST PARTY to develop the SAID BIGGER PROPERTY in the following phases by

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trek Vision and Planners Pvt Ltd

Director/ Auth. Signatory

constructing thereon residential Complex (hereinafter referred to as the "SAID PROJECT") under a Joint Venture on the following terms and conditions stipulated in this agreement.

- The FIRST PARTY has agreed to sell to the SECOND PARTY undivided rights in the SAID PROPERTY corresponding to 60% equivalent to built-up area/units in the SAID PROPERTY, more particularly described in SCHEDULE II in lieu of the SECOND PARTY constructing the said complex and handing over 40% built up area equivalent to built-up area/units in the SAID PROPERTY, more particularly described in SCHEDULE III in the manner stipulated herein.



The SECOND PARTY shall endeavor to exploit the development potential of the land to the maximum and shall conceive the project in a way that there is optimization of the development potential of the said property.

The SECOND PARTY has inspected and seen the TCP / architectural drawings

For Trak Vision and Planners Pvt Ltd
Director/ Auth. Signatory

FAIR GREEN VENTURES LLP For VILLAGGIO ESTATES LLP
Designated Partner Designated Partner

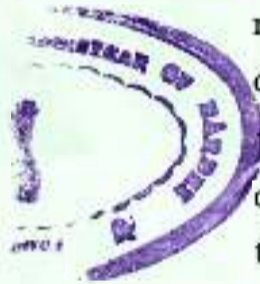
/plans which were earlier approved by the FIRST PARTY.

- The SECOND PARTY shall construct the blocks / flats in terms of specifications mutually agreed by the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO AS UNDER:

1. RECITALS

The Parties do hereby jointly and severally declare and confirm that whatever is recited hereinabove in respect of the SAID PROPERTY shall be treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim. The SECOND PARTY has agreed to enter into this Agreement and carry out its obligations under this Agreement relying upon and believing the statements, representations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate, and based on the said representations of the FIRST PARTY that the FIRST PARTY is



FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt Ltd

[Signature]
Director/ Auth. Signatory

holding clear and marketable title of the SAID PROPERTY and of the development rights thereof; and is legally entitled to transfer rights in the favour of the SECOND PARTY.

2) THE JOINT VENTURE:

- a. The SECOND PARTY and the FIRST PARTY do hereby form and constitute this joint venture for the SAID PROJECT.
- b. All the terms and conditions of this agreement and the clauses detailed hereinbelow constitute and form part of the JOINT VENTURE.

3) THE SAID PROJECT:

- a. The SECOND PARTY shall develop the SAID PROPERTY by constructing thereon residential scheme(s).
- b. The SECOND PARTY shall design, plan and construct the project, by constructing 2 distinct and independent building blocks, in the ratio of
 - 1) 40% built up area for the FIRST PARTY which will be known as the OWNER PREMISES,



For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

- 2) 60% built up area for the SECOND PARTY which will be known as the DEVELOPER PREMISES
- 3) Both building blocks will be planned and designed in a manner that they enjoy similar privileges of FSI, road access and other infrastructure facilities
- c. The SECOND PARTY has conceptualized the said project within the framework of, and parameters permissible, in law.

4) THE CONTRIBUTION OF THE FIRST PARTY AND THE SECOND PARTY UNDER THE JOINT VENTURE:



- a. The primary obligation and contribution of the FIRST PARTY shall be to bring into this joint venture the SAID PROPERTY, which the FIRST PARTY hereby does with the execution of this Agreement.
- b. The primary obligation and contribution of the SECOND PARTY shall be to invest all monies in terms of this Joint Venture Agreement and other resources as the SECOND PARTY may deem necessary for, and to undertake and complete, the SAID PROJECT.

For Trak Vision and Planners Pvt Ltd

Director/Author Signatory

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

- c. After execution of this Agreement, the SECOND PARTY shall invest an amount as may be required towards, liaison, planning, renewal, approval and development cost of the SAID PROJECT till the completion of the SAID PROJECT.

5) RIGHTS OF PARTIES IN RESPECT THEREOF:

5.1. In consideration of the respective promises, obligations and contributions as aforesaid:

a. The FIRST PARTY shall get

i) 40% built up area equivalent to built up in the SAID PROPERTY, more particularly described in SCHEDULE III in the SAID PROJECT (hereinafter referred to as "Owner premises") which said premises shall be located/contained in one independent building/tower. This would include electricity meters and water connections.

ii) It is agreed that out of the 40% of the built-up area stipulated herein, 5% of the said component along with proportionate

FAIR GREEN VENTURES LLP

For VILLAGGIO ESTATES LLP

Designated Partner

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory



referred to as the "DEVELOPER PREMISES".

- ii. The area of the units shall include the incidence of staircase, common passages, elevators, terrace, landings and other common areas as applicable to other units in the SAID PROJECT.

6) **APPROVALS**

i) The first party has obtained conversion sanad dated 27 march 2008 for an area of 1959 sq. m which is valid and existing as on date

ii) The second party shall obtain and the first party shall assist the second party with the following permissions which shall be obtained by and at the cost of the second party:-

- c. Revised approval from TCP, if any.
d. Revised construction license from the Village Panchayat of Nerul.

iii. The FIRST PARTY shall with the active cooperation and assistance of the SECOND PARTY, but at the SECOND PARTY'S cost, obtain the completion and Occupancy Certificate from the concerned authorities on completion of the Development.

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/Auth. Signatory



- iv. Payment of all ADJUSTABLE and non ADJUSTABLE deposits payable to any authority whatsoever for the purpose of obtaining any approval and development of the SAID PROPERTY shall be borne and paid by the SECOND PARTY. The SECOND PARTY alone shall be entitled to receive the refund if any of the said deposits.
- v. All cost pertaining to obtaining the revised approvals, completion or occupation certificate upon completion of the construction by the SECOND PARTY as per the approved plans shall be borne by the SECOND PARTY.
- vi. The approval from the TCP shall be obtained by the SECOND PARTY within a period of 6 months from the date of execution of this agreement and the construction license shall be obtained within two months after the expiry of 6 months. However in the event, for reasons not attributable to the SECOND PARTY the approvals are not granted within the stipulated time, SECOND PARTY shall be entitled for appropriate extension by mutual consent of both the parties.

7) ORIGINALS AND POSSESSION

FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt Ltd

[Signature]
Director/ Auth. Signatory

i. The said original deeds and documents of title shall be in the custody of the SECOND PARTY. However at no point of time the original deeds will be pledged or mortgaged by the second party to any financial institution, creditor, or individual. The FIRST PARTY or its authorized representatives shall have right to inspect the originals on reasonable, intervals with prior notice of 7 days.

ii. The SECOND PARTY will act as the custodian of the originals which belong to the FIRST PARTY and will make sure that it is kept safe, and protected under all or any circumstances. A list of the original title documents / deeds which has been handed over by the FIRST PARTY to the SECOND PARTY is better described at Schedule IV of this agreement

ii. The possession of the said property is not handed over by the FIRST PARTY in favour of SECOND PARTY at the time of execution of this Agreement. However, the SECOND PARTY is put in possession for the limited purpose of carrying out development works in terms of this Agreement.

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd.


Director/ Auth. Signatory

8) ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE FIRST PARTY

The FIRST PARTY shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the FIRST PARTY (unless expressly specified otherwise)

a. Title:

i. The FIRST PARTY shall at all times during the tenure of this Agreement and thereafter for the benefit of the Apartment Second Party's, maintain the FIRST PARTY's title to the SAID PROPERTY (subject only to the rights and entitlements of the SECOND PARTY as are set out herein) unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.

iii. After execution of this Agreement, FIRST Party shall give Specific Power of Attorney to the authorized person of the SECOND PARTY authorizing it for executing documents for approval, Forest Department,



FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt. L

[Signature]
Director/Auth. Signatory

9) **ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THESECOND PARTY**

The SECOND PARTY shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the SECOND PARTY (unless expressly specified otherwise)

- a. The SECOND PARTY shall be responsible for planning and designing of the said Complex and the premises therein. Notwithstanding a power of attorney which may be executed by the FIRST PARTY in favour of the SECOND PARTY as is set out herein, the FIRST PARTY shall, whenever called upon by the SECOND PARTY, duly sign all applications, declarations, affidavits and any other writing by whatever name called, which may be necessary for the purpose of obtaining all approvals, etc.
- b. The SECOND PARTY shall be entitled to modify the plan already submitted to/approved by the concerned authorities, or submit fresh plans from time to time as may be decided



FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory

undivided rights to the property, shall be built/constructed by the SECOND PARTY AND conveyed by the FIRST PARTY to MR. PORUS ADI DOCTOR, Son of Mr. Adi Hormusji Doctor, aged 43 years, Married, Businessman, Holding Aadhar Card bearing No. 8248 6540 7736, PAN Card bearing no. AEEPDI191F, Resident of H. No 761, Perin Villa, Sai Nagar, Opp Xavier Centre of Historical Research, B.B Borkar Road, Alto Porvorim, Bardez, Goa.

iii) To retain 40% undivided rights to the SAID LARGER PROPERTY

b. The SECOND PARTY shall get-

i) 60% built up area equivalent to built up in the SAID PROPERTY, more particularly described in SCHEDULE II in the SAID PROJECT together with the proportionate undivided rights to the SAID PROPERTY corresponding to the area of the SECOND PARTY's premises/units, hereinafter

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Lt.


Director/Authorizing Signatory



Panchayat Licenses, Changes in Plan of construction, up gradation in specification and for all other purposes related to the construction activity under this agreement.

- b. The FIRST PARTY shall fully cooperate with the SECOND PARTY, at the cost of the SECOND PARTY, in discharge of the obligations of the SECOND PARTY to develop the SAID PROPERTY as provided herein and on terms and conditions appearing herein.
- c. The FIRST PARTY shall be liable to convey the undivided rights corresponding to the "developer premises" in the SAID PROPERTY in favour of the SECOND PARTY or their nominees/assigns or prospective Second parties after receipt of the Completion Certificate in respect of the Project land. Provided that all costs and expenses incidental thereto shall be borne and paid by the SECOND PARTY or the Second Party of premises in the said Complex.



FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt Ltd

[Signature]
Director/ Auth. Signatory

by the SECOND PARTY without materially affecting the benefits accruing to the Project and the Parties herein.

- c. The SECOND PARTY shall develop the SAID PROPERTY inter alia by full exploitation of the Development Potential thereof, strictly as per the plans sanctioned and approved by the competent authority and in compliance with all applicable local laws/rules and regulations of the said authority;
- d. The SECOND PARTY shall be at liberty to develop the SAID PROPERTY either by self or by entrusting the work or any part thereof to any contractor. However, the SECOND PARTY shall be responsible for due performance of its contractors and appointees. The SECOND PARTY shall have the sole discretion to appoint architects, RCC consultant, landscaping consultants and all other professionals of necessary experience and expertise.
- e. In the event that in future (during the course of implementation of the Project as provided herein) the FAR

FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt Ltd

[Signature]
Director/ Auth. Signatory



is increased/or purchase of the same is possible with suitable permission/sanction from the Town & Country Planning Authority/Statutory Authority to construct additional built area in the said complex or on the SAID PROPERTY ("**Additional FAR**"), the benefit of the said additional built area shall accrue to the FIRST PARTY and SECOND PARTY in the same proportion and on the same terms as is provided herein in respect of the present agreement.

- f. The SECOND PARTY shall register the said project with RERA authorities and the FIRST PARTY and the SECOND PARTY shall be the promoters for the said project.
- g. The SECOND PARTY will complete the project in an equitable manner with the same standard of construction being adopted for the owner premises and developer premises.

10) **APPROPRIATION OF PROCEEDS OF SALE**

- i) The proceeds from booking received from the SAID PROJECT shall be

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trik Vision and Planners Pvt Ltd

Director/ Auth. Signatory

appropriated and/or adjusted in terms of the allotment of the units to the respective parties in as much as if the booking is in respect of the units of the SECOND PARTY, then the amount will be appropriated by the SECOND PARTY and if the booking is in respect of the units allotted to the FIRST PARTY, then the amount will be appropriated by the FIRST PARTY

- i. The FIRST PARTY shall cooperate with the SECOND PARTY in respect of execution and registration of transactions with THIRD PARTIES and shall do all that is necessary to facilitate the execution and registration process by executing necessary documents and being present at the appointed time and place for execution and registration including procuring presence of the concerned parties. The SECOND PARTY shall if necessary issue notice of 7 days calling upon the FIRST PARTY to be present for execution and registration process at the appointed place, time and date and the FIRST PARTY should do all that is necessary to comply with the same.

11) **TAXES**

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/Auth. Signatory

deem fit.

- ii. The Second Party shall be solely and exclusively liable and authorized to conceive, manage and control the complete marketing, branding and other related activities.
- iii. In furtherance of the above, First Party agree that the Second Party shall have complete control over determination of the marketing or marketing plans for the Residential Project. The Second Party may as it may deem appropriate shall accordingly prepare a marketing plan for the Residential Project taking into account the stage of development of the Project, the schedule of development of the Residential Project, market conditions, minimum price of sale or transfer of units, payment plans and schedules and terms of agreements to be entered into with the Allottees.

14. BRANDING

- a. The Developer shall have the sole and exclusive right to brand the Residential Project. The developments thereon including naming various Unit types and

For Trak Vision and Planners Pvt Ltd

Director Auth. Signatory

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

- i. All rates, taxes, charges, assessments, duties, land revenue and other outgoings in respect of the entire landed property upto the date of execution of this Agreement have been paid by the FIRST PARTY. In the event that such charges have not been paid by the FIRST PARTY, the FIRST PARTY undertakes to pay the same immediately. Further the FIRST PARTY represent and warrant that they will be responsible and liable for the payment of all arrears or outstanding rates, taxes, charges, assessments, duties, arrears and outgoings in respect of the entire landed property for the period upto the date of execution of this Agreement. All rates, taxes, charges, assessments, duties, land revenue and other outgoings, relating to the area occupied by the developmental property after the date of the execution of the Agreement shall be borne by the SECOND Party.
- ii. At the time of selling their respective built-up area the GST shall be borne by the respective parties as


FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Authorized Signatory

applicable by competitive tax authority.

12 VARIATIONS IN PLANS.

i. The SECOND PARTY shall carry out such variations and alterations in the SAID PROJECT, building plans or in the layout of the Apartments including relocating the open space/all structures/ buildings/ garden spaces and /or varying the location of the access of the SAID PROJECT, as the exigencies of the situation and the circumstances of the case may require.

ii. The SECOND PARTY is entitled to revise the specifications relating to the exterior of the SAID PROJECT and/or all common structures, areas, amenities in and around SAID PROJECT.

13. MARKETING AND MARKETING RIGHTS

a. **MARKETING**

i. Subject to receipt of registration under RERA, the Second Party shall, from the Effective Date, have the sole and exclusive right of marketing the Residential Project under any name/trade name/trademark as it may

FAIR GREEN VENTURES LLP FOR VILLAGGIO ESTATES LLP

Designated Partner

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory

buildings to be developed in the residential project shall be determined by the Developer. The Residential Project shall be marketed through utilization of the brand of the Developer, on all promotional material, print media, tele-media, events, advertisement, etc., relating to the Residential project. The First Party further agrees that the Second Party shall have the right to issue any press release or make any public statement or other communication about the Residential Project and/or the development. However SECOND PARTY shall not in any way prejudice the value or disturb the **Owner Premises**



15. COMPLETION OF PROJECT

1. The SECOND PARTY shall do all that is necessary to complete the said project within a period of 20 months from the date of grant of construction license in terms of the agreement subject to a grace period/extension of **8 months** and shall comply with the terms and obligations.

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

2. In respect of the delivery of possession of the SAID PREMISES by the SECOND PARTY to the FIRST PARTY:

i) The SECOND PARTY shall inform the FIRST PARTY in writing, unless the FIRST PARTY waive this requirement in writing or by conduct, by Registered A.D. Post calling upon the FIRST PARTY to take possession of the SAID PREMISES and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter.

ii) The delivery of possession shall be acknowledged in writing by the FIRST PARTY to the SECOND PARTY and the actual delivery of possession including the handing over of keys shall be given to the FIRST PARTY simultaneously upon the FIRST PARTY, or their agent, signing and handing over the letter of acknowledgement to SECOND PARTY.

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltr


Director/Authorized Signatory



- iii) In the event, the FIRST PARTY refuse, fail or neglect to take delivery of possession of any or all of the units 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 his obligation under this agreement and in law in respect of handing over the SAID PREMISES on the expiry of the 15 days from the date of receipt of the said letter.
- iv) It is the duty of the FIRST PARTY to inspect and verify and satisfy themselves of the quality of construction of the SAID PREMISES and that the same confirms to the details/specifications agreed herein, and that the SAID PREMISES is free from all defects and deficiencies. And for this purpose the FIRST PARTY / its nominees, representatives, supervisors, will be allowed to inspect, verify the quality,



FAIR GREEN VENTURES LLP For VILLAGGIO ESTATES LLP


Designated Partner


Designated Partner

For Trak Vision and Partners Pvt Ltd


Director/ Auth. Signatory

workmanship and stages of construction, at all times.

- v) Upon completion of the respective stage/slab or works as stated above, the FIRST PARTY shall be precluded and will not be entitled to make any complains or claims regarding defective or deficient work(s) in respect of the said stage/slab or the said works.
- vi) It is the duty of the FIRST PARTY and the FIRST PARTY shall at the time of taking delivery of the SAID PREMISES, to inspect, verify, the SAID PREMISES or cause the same to be inspected, verified, and satisfy themselves that the SAID PREMISES is 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 SAID PREMISES and of the

FAIR GREEN VENTURES LLP

For VILLAGGIO ESTATES LLP


Designated Partner


Designated Partner

For Trak Vision and Planners Pvt Ltr


Director/Authorized Signatory

common areas, and that the same is free from all defects and deficiencies and is complete in all respects.

vii) Upon taking delivery of possession and handing over of the letter acknowledging delivery of possession, or upon deemed delivery as stipulated above, the FIRST PARTY shall be precluded and shall not be entitled to claim or seek redress against the SECOND PARTY in respect of any item of work, in the SAID PREMISES or any common area or SAID PROJECT, which may be alleged to be defective or deficient, or alleged to have not been carried out or completed.

viii) Cracks/dampness shall not be considered as defective work. The SECOND PARTY shall not be responsible for color/size variations in flooring tiles, glazed tiles or any natural stones like marble, granite, or any sanitary fitting etc.



FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt Ltd

[Signature]
Director/ Auth. Signatory

- ix) Under no circumstances shall the FIRST PARTY be entitled to claim and the SECOND PARTY be made liable to pay any amount towards the cost, expenses or charges of repairing or curing any defects undertaken or carried out by the FIRST PARTY without the prior written consent of the SECOND PARTY.
- x) The SECOND PARTY shall not incur any liability if the SECOND PARTY is unable to deliver possession of the SAID PREMISES as aforesaid within the time stipulated above if the construction or completion thereof is delayed by reasons of 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 a result of any Act, Rule, Regulation, Notice, Order, Notification or Circular of the Government of Goa or the Central Government or due to any legal proceedings in any



FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

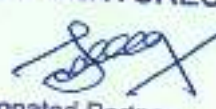
For Trak Vision and Planners Pvt Ltd

[Signature]
Director/Auth. Signatory

court/tribunal, and/or any competent authority or other reasons beyond the control of the SECOND PARTY and in any of the aforesaid events, the SECOND PARTY shall be entitled to a reasonable extension of time for handing over/delivery of the possession of the SAID PREMISES

- xi) Its respective premises/ units in the SAID PROJECT, including their respective proportionate undivided rights to the SAID PROPERTY, each party shall be free to deal with and dispose of their respective unit(s) 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 any or all of their premise(s)/unit(s) in the SAID PROJECT with or without the corresponding undivided rights

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Authorized Signatory



in the SAID PROPERTY and receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to:

- a. Each party shall join as a confirming party to the Memorandum(s) of Understanding; Agreement(s) Deed(s) etc. executed by the other party with the prospective Second Party/lessee and do all that is necessary in this regard.
- xii) The title and interest of the SECOND PARTY and the FIRST PARTY to the undivided proportionate share in the SAID PROPERTY shall be joint and impartibly and the parties shall not be entitled for demarcation or partition of their right in or to the land of the SAID PROPERTIES.
- xiii) All monies or other benefits received by the FIRST PARTY from their OWNER PREMISES

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner


For Trak Vision and Planners Pvt Ltd


Director/ Auth. Signatory

shall be exclusively for, and be retained by, the FIRST PARTY themselves and similarly all monies or other benefits received by the SECOND PARTY from DEVELOPER PREMISES in the SAID PROJECT shall be exclusively for, and be retained by, the SECOND PARTY for itself.

- xiv) The FIRST PARTY from the date of delivery of possession shall not do or suffer to be done anything to the external look of the SAID PREMISES, or any part thereof, and shall not change or alter the externals of the SAID PREMISES or the building or any part thereof. The FIRST PARTY shall be bound to maintain the externals of the SAID PREMISES in uniformity with the other unit(s) of the SAID PROJECT as regards the color, wood work, grills etc, unless otherwise permitted in writing by the SECOND PARTY. No personal sign boards shall be

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Auth. Signatory

erected on the façade of the building except the project name

- xv) The FIRST PARTY hereby covenants that they shall not do anything which has the effect of causing disturbance or interference with the common areas in the project and shall ensure that no chaining of animals, birds, etc. or storage of cycles, motorcycles shall be undertaken in the common areas. The FIRST PARTY and the SECOND PARTY shall not indulge in any acts which shall cause any blockage in any manner to the common areas.

3. Upon completion of the project, if necessary, the SECOND PARTY and FIRST PARTY shall execute necessary documents/instruments for sale of units in favor of respective Second Parties of the units along with proportionate undivided rights in the SAID PROPERTIES.

16. **FORMATION OF ENTITY:**

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd

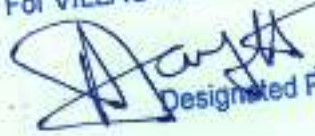

Director/Authorized Signatory

- i. The SECOND PARTY shall in its discretion appoint a maintenance agency or form a co-operative maintenance society for maintaining the SAID PROPERTY in the SAID PROJECT
- ii. The FIRST PARTY and/or its transferees shall execute a maintenance agreement that the SECOND PARTY and/or its nominee which maintenance agreement shall be drawn and finalized by the SECOND PARTY. The FIRST PARTY hereby covenants and undertakes to pay the maintenance charges, security charges as may be levied by the SECOND PARTY and/or its agency. The FIRST PARTY and/or its transferees shall diligently make all the payments as and when demanded by the SECOND PARTY and/or its maintenance agency.
- iii. When a decision in this matter is taken, the respective parties shall sign all form(s), application(s), deed(s), and other document(s) as may be required for the formation of the ENTITY.

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/ Auth. Signatory

17. **INCREASE IN FAR**

- i. 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 by the SECOND PARTY, First Party and Porus Doctor in the ratio of **60/35/5** percent respectively.

18. **TERMINATION:**

- i. In the event the FIRST PARTY fails to comply with the conditions stipulated in this AGREEMENT above and/or in the event the approvals for the said project are not given by the concerned authority for reasons not attributable to the SECOND PARTY and/or in case any objection is received from any person against the SAID PROPERTY this Joint Venture and/or the development not attributable to the SECOND PARTY thereof which has the effect of

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Auth. Signatory

disturbing or frustrating this agreement or in any manner impeding the development of the SAID PROPERTY the SECOND PARTY shall within 1 month from the date of knowledge of such impediments, objections, disturbances or stopping construction work, shall be entitled to terminate this Agreement for Joint Venture by giving the FIRST PARTY a one month notice in writing to this effect and upon expiry of one month, the Agreement shall stand terminated for all effective and practical purposes and the FIRST PARTY shall be liable to refund the monies invested on actuals in the construction under this AGREEMENT within a period of 60 days from receipt of the notice and in the event of failure to effect payment within a period of 60 days, interest @ 10% p. a shall be levied.

- (ii) In the event, for reasons not attributable to the FIRST PARTY, the construction of the said project in respect of the SAID PROPERTY is not commenced within a period of 3

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Authorized Signatory


months from the date of receipt of the construction licence the FIRST PARTY shall issue a notice to the SECOND PARTY calling upon the SECOND PARTY to remedy the breach within a period of 60 days and if SECOND PARTY fails to remedy breach, FIRST PARTY shall be entitled to terminate this agreement without any cost payable to the SECOND PARTY, and any monies which may have been invested by the SECOND PARTY will be forfeited by the FIRST PARTY towards damages and holding cost.

- iii) It is clearly agreed that in any event, for any reason except for reason of defect of title, if the construction / development activity of the SAID PROJECT is stopped for a period of 6 months after the commencement of construction activity and before handing over of built up area to the FIRST PARTY. Then the FIRST PARTY shall pay / compensate the SECOND PARTY strictly on actuals within a period of 3 months, after having a joint evaluation of the construction

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP



Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Authorizing Signatory


- act of terrorism or civil commotion;
- (vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Second Party from complying with any or all the terms and conditions as agreed in this Agreement;
- (vii) any legislation, order or rule or regulation made or issued by the Government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Residential Project;
- (viii) any claim, challenge or objection to the Residential Project or on the rights of the First Party and/ or the Residential Project;
- (ix) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Said property which renders liable or endangers the health and safety of either Party or the general public; or
- (x) any change in Applicable Laws adversely affecting the development of the Residential Project; or

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/Authorized Signatory

work undertaken by the SECOND PARTY.

- (iv) The SECOND PARTY undertakes that on the termination of this agreement, under any of the above circumstances the SECOND PARTY will simultaneously return the original title deeds, better described in the schedule IV herein to the FIRST PARTY, in a proper undamaged condition

19. FORCE MAJEURE

- i. If the Second Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Second Party shall have no liability in respect of the performance of such of its obligations as are prevented by the events of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Second Party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations. The Second Party shall not be held responsible for any consequences or liabilities under this Agreement if

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt.Ltd.


Director/Authorizing Signatory

prevented in performing the same by reason of Force Majeure Event. The Second Party shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure Event and the time limits laid down in this Agreement for the performance of such obligations shall be deemed to be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

ii. Force Majeure shall mean and includes an event as preventing the Second Party from performing any or all of its obligations under this Agreement, which arises from or is attributable to any of the below events:

- (i) act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
- (ii) explosions or accidents, air crashes, act of terrorism;
- (iii) strikes or lock outs, industrial disputes;
- (iv) non-availability of cement, steel or other raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (v) war and hostilities of war, riots, bandh,

FAIR GREEN VENTURES LLP

[Signature]
Designated Partner

For VILLAGGIO ESTATES LLP

[Signature]
Designated Partner

For Trak Vision and Planners Pvt Lt

[Signature]
Director/Auth. Signatory

- (xi) Any occurrence of an event which is not in control of the Second Party.



20. Without prejudice to the other rights under this Agreement, Incase if any defect is found in the title of the FIRST PARTY to the SAID PROPERTY and/or in the present agreement and/or the FIRST PARTY is ever dispossessed from and/or prevented from undertaking the development of the SAID PROPERTY, or any part thereof, then the FIRST PARTY agree and undertake at all times, to indemnify and keep indemnified the SECOND PARTY herein and his transferee/assigns against any 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 does hereby declare and assure the SECOND PARTY that:
- a. The FIRST PARTY have not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROPERTY, nor have agreed to sell or otherwise transfer their rights, share or interest

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory

in the SAID PROPERTY in any manner whatsoever, to any person other than the SECOND PARTY.

- b. The SAID PROPERTY or any part thereof is not a subject matter of any pending litigation.
- c. The SAID PROPERTY or any part thereof is not a subject matter of acquisition under the Land Acquisition Act 1984, Requisition Act, Defence of India Act or C.A.D.A area.
- d. The SAID PROPERTY or any part thereof was never a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal.
- e. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID PROPERTY.
- f. No easements or right of way run through or over the SAID PROPERTY.
- g. No Order of any Court, Tribunal or Authority prohibits or impedes the beneficent use of the SAID PROPERTY for construction or any other activity.
- h. That the SAID PROPERTY is fit for development and there is no disability or restriction on development of the

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Auth. Signatory



SAID PROPERTY or construction thereon.

22. The SECOND PARTY does hereby declare and assure the FIRST PARTY that:-


a. The SECOND PARTY will make every effort to construct the project with the highest quality of workmanship, materials and standards of construction.

b. The SECOND PARTY will construct both the building blocks of the FIRST PARTY and the SECOND PARTY in a simultaneous manner maintaining the same standards of quality, fixtures, material and workmanship.

c. The SECOND PARTY will consume the maximum permissible loading (areas free of FSI) permissible in law while planning, designing and constructing balconies, landings, open terraces, stilts, common areas, in a fair and proportionate ratio of 40/60 percent for both the building blocks of the FIRST PARTY and the SECOND PARTY respectively.

d. The SECOND PARTY will at no point in time create by way of writings, actions or conduct any conflict of interest amongst themselves or against the project, its reputation, the property, or the title of the FIRST PARTY, which would have a bearing of disturbing the

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/ Auth. Signatory

construction / development or brand value of the project / property.

e. The SECOND PARTY will make every possible effort to complete the project in the time specified in this agreement, and will allow the FIRST PARTY or its authorized representative to check progress of work , and assist at any stage of this development agreement

23. **MISCELLANEOUS**

- i. The second party has not given any bank guarantee or security to an equivalent value of the market price of this property to the first party and hence balance of equity continues to stay with the first party until completion of the project and successful hand over of the possession of (40%) built up area of the OWNER PREMISES.

The FIRST PARTY shall execute Irrevocable Power of Attorney in favour of the SECOND PARTY for the purpose of development of the SAID PROPERTY.

- ii. The respective rights and obligations of each party shall continue and

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trek Vision and Planners Pvt Lt

Director/Authorized Signatory

subsist even after the completion of the SAID PROJECT and/or the lapse of this Joint Venture.

- iii. 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 every part thereof for development of the SAID PROJECT or according to the intent and meaning of this Agreement or as reasonably required by the SECOND PARTY.

- a. Nothing contained in this Agreement shall be construed to be a partnership between the parties except as provided in the clauses hereinabove nor shall anything contained in this Agreement be construed to create a relationship of a principal and agent between the parties nor will the SECOND PARTY be treated as a consumer qua the FIRST PARTY in respect of the SAID PREMISES or the FIRST PARTY treated as consumer qua

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/ Auth. Signatory



the SECOND PARTY in respect of the SAID PROPERTY.

- b. The parties hereto are entitled to specific performance of the terms of this agreement.

24. NOTICES

Any notice hereunder, to be effective, shall be in writing, and shall be delivered to a Party by (i) hand delivery duly acknowledged; or (ii) sent by registered post with acknowledgment due or internationally accepted courier; or (iii) by email, at the respective addresses or email address, as the case may be, set out herein below or at such other address or email address, as the case may be, as may be subsequently intimated by one Party to the other Party in writing as set out herein. If the notice is sent by email, the said notice shall also be sent by registered post acknowledgment due.

- a) In the case of notices to the First Part, the following shall be the address :

TRACK VISION AND PLANNERS PVT. LTD.,

having its office at 67, Poorvi Marg,

Vasant Vihar, New Delhi,

Email: suryadutta0@gmail.com

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/ Auth. Signatory

b) In the case of notices to the Second Part,
the following shall be the address :

FAIR GREEN VENTURES LLP,
having its registered office at H. No. 2-1-
251,
Godama Mansion, Nallakunta,
Hyderabad - 500044
Email: panyala.us@gmail.com



VILAGGIO ESTATES LLP,
having its registered office at Plot No. 4,
Sy. No. 192, Above Café Coffee Day,
Botanical Garden Road, Kondapur,
Hyderabad, 500084,
Email: ajay@villaggioestates.com

25. All disputes, differences and questions of any nature which at any time arise among the Parties to this Agreement out of the construction of or concerning anything contained in or arising out of this Agreement or as to the rights, duties or liabilities under it shall be referred to arbitration by a sole arbitrator to be appointed by the First Party and Second Party to be conducted under the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The law governing this Agreement, the arbitration process and this arbitration agreement will be the laws of India. The costs and expenses of the

FAIR GREEN VENTURES LLP

For VILAGGIO ESTATES LLP


Designated Partner


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Auth. Signatory

arbitrations shall be borne equally by the Parties. The award rendered by the arbitrator shall be in writing, shall set out the reasons for the decision and shall be final and binding on each of the Parties. The seat of arbitration will be in Goa. Courts in Goa will have exclusive jurisdiction with respect to matters that may be referred to the courts under this Agreement.



26. That the stamp duty is paid on the land value of the property surveyed under Survey No. 85/14 OF Village Nerul, admeasuring 2650 sq. mts. which land is valued at Rs. 1,72,25,000/- (2650 x 6500/-). The total FAR of the SAID PROPERTY is 80 and therefore the total build up area corresponding to 40% works out to 848 sq. mts. and the construction value of the buildup premises allotted to the First Party is valued at Rs. 2,12,00,000/- (848 sq. mts. x Rs. 25,000/-) and accordingly the stamp duty of 2.9% is paid both on land and premises Rs. 3,84,25,000/- and accordingly stamp duty @2.9% of **Rs. 11,14,400/-** is affixed herewith and

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Authorized Signatory

Registration charges shall be 3.5% of the land value of Rs. 1,72,25,000/- which works out to **Rs. 6,02,900/-**.

SCHEDULE I

(DESCRIPTION OF THE SAID BIGGER PROPERTY)

ALL that part and parcel of land admeasuring **2650 sq. mts., having land conversion sanad of 1959 sqmts**, surveyed under Survey No. **85/14** of village **Nerul**, situated at Fortawado, identified as "**PIMPALA BATTA**" or "**AMBEA KENI**" or "**AMBEA KHAND**", situated at Fortawado, within the limits of the village Panchayat of Nerul, Taluka and Registration Sub District of Bardez, District of North Goa and State of Goa, which property is found described in the Office of Land Registration Office of Bardez under No. 19859 at folio 35(R) of Book B-53 (New) and is inscribed under No. 20529 at page 44 of Book G-33 and is not enrolled in the Taluka Revenue Office and the said property as a whole is bounded as under :-

Towards the North :- By the public road;
Towards the South :- By the road;
Towards the East :- By the property bearing Survey No.

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planners Pvt Ltd


Director/Auth. Signatory

85/15 of Village
Nerul;
Towards the West :- By the property
bearing Survey No.
85/13 of Village
Nerul;

SCHEDULE II

60% of the built up area which shall be
constructed in an independent block

SCHEDULE III

40% of the built up area which shall be
constructed in an independent block

SCHEDULE IV

List of original TITLE DEEDS handed over
by the FIRST PARTY to the SECOND PARTY


- 1) Deed of Sale dated 06/03/1997 registered
before Sub-Registrar of Ilhas, Panaji - Goa
under Registration No. 378 at pages 342 to
364 of Book No. I, Volume No. 582 dated
14/03/1997
- 2) Deed of Sale dated 08/09/1997 registered
before Sub-Registrar of Bardez, Mapusa -
Goa under Registration No. 1317 at pages
201 to 221 of Book No. I, Volume No. 622
dated 11/09/1997;

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planters (Pvt) Ltd

Director/ Auth. Signatory

- 3) Deed of Sale dated 21/02/2007 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. 1106 at pages 185 to 200 of Book No. I, Volume No. 2021 dated 13/03/2007;
- 4) Deed of Sale dated 12/06/2008 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. 3999 at pages 124 to 135 of Book No. I, Volume No. 2707 dated 05/08/2008.
- 5) Deed of Sale dated 04/08/2009 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. BRZ-BK1-01584-2009, CD No. BRZD25 dated 04/08/2009;
- 6) Deed of Sale dated 13/04/2015 registered before Sub-Registrar of Bardez, Mapusa - Goa under Registration No. BRZ-BK1-05420-2015, CD No. BRZD764 dated 15/04/2015



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.

FAIR GREEN VENTURES LLP

Designated Partner

For VILLAGGIO ESTATES LLP

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/Asth. Signatory

Signed & Delivered by the within)
Named FIRST PARTY
TRAK VISION AND PLANNERS PVT. LTD.,

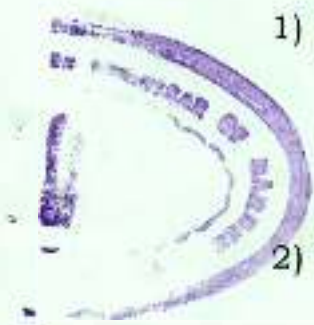
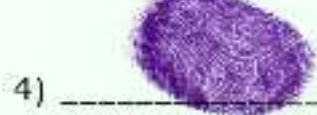
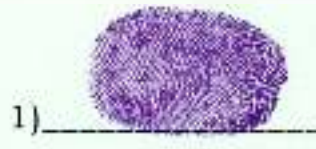
Director/Auth. Signatory



MR. SURYA VIVESH DUTTA
As Power of Attorney holder of Director

LHFI

RHFI



FAIR GREEN VENTURES LLP

For VILLAGGIO ESTATES LLP

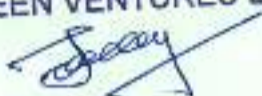
Designated Partner

Designated Partner

For Trak Vision and Planners Pvt Ltd

Director/Auth. Signatory

Signed & Delivered by the within named)
SECOND PARTY)
FAIR GREEN VENTURES LLP









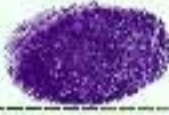



Designated Partner



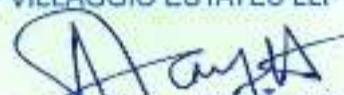
.....
1. FAIR GREEN VENTURES LLP,
represented by its Designated Partner
MR. VENKATESHWAR REDDY PANYALA
LHFI RHF1



- | | | | |
|----------|---|----------|--|
| 1) _____ |  | 1) _____ |  |
| 2) _____ |  | 2) _____ |  |
| 3) _____ |  | 3) _____ |  |
| 4) _____ |  | 4) _____ |  |
| 5) _____ |  | 5) _____ |  |

FAIR GREEN VENTURES LLP

For VILLAGGIO ESTATES LLP


Designated Partner
Designated Partner
For Trak Vision and Planners Pvt Ltd
Director/Authorizing Signatory

Signed & Delivered by the within named)
SECOND PARTY)

For VILLAGGIO ESTATES LLP


Designated Partner



.....
2. VILLAGGIO ESTATES LLP,
represented by its Designated Partner,
MR. AJAY HARINATH,



LHFI

RHFI



1)

2)



2)



3)



3)



4)



4)



5)



5)



FAIR GREEN VENTURES LLP

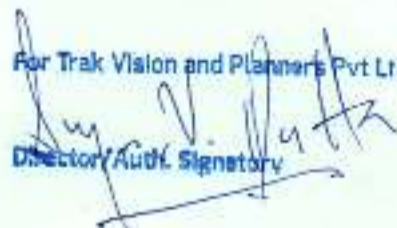
For VILLAGGIO ESTATES LLP


Designated Partner


Designated Partner


For Trak Vision and Planners Pvt Ltd

Director/Aud. Signatory



In the presence of the following witnesses:

1) Name: Laximkant Halambur L
Address: Borhali - Goa

2) Name: Maria Silveira.
Address: Newul, Bandez Goa. 

FAIR GREEN VENTURES LLP


Designated Partner

For VILLAGGIO ESTATES LLP


Designated Partner

For Trak Vision and Planning Pvt Ltd


Director/Auth. Signatory

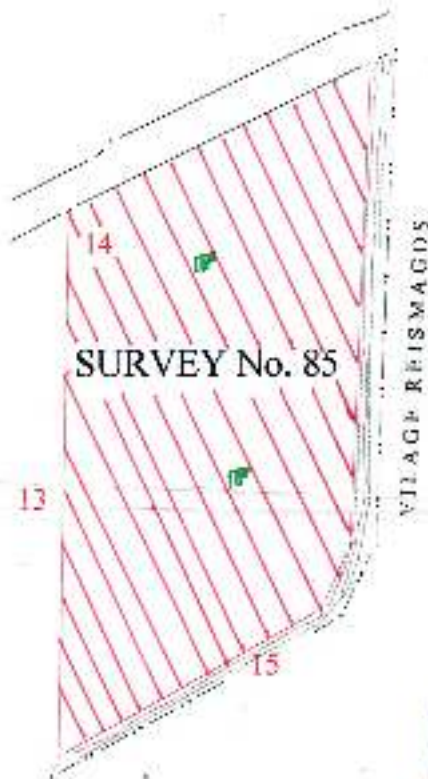


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records

MAPUSA - GOA



Plan Showing plots situated at
 Village : NERUL
 Taluka : BARDEZ
 Survey No./Subdivision No. : 85/ 14
 Scale : 1 : 1000



[Signature]
 28/5/16
 (ANAND V. VAIGANKAR)
 Inspector of Survey &
 Land Records.



[Signature]
 For Trak Vision and Planners Pvt Ltd
 Director/Auth. Signatory

[Handwritten signature]

Generated By : Vrushali Arolkar (D/ Man Gr. II)
 On : 25-05-2016

For VILLAGGIO ESTATES LLP

[Signature]
 Designated Partner
 Compared By:
[Signature]
 C-STAT (F-5)



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 17-Feb-2021 01:02:50 pm

Document Serial Number :- 2021-BRZ-724

Presented at 01:02:02 pm on 17-Feb-2021 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	499600
2	Registration Fee	602880
3	Processing Fee	1540
Total		1104020

Stamp Duty Required :499600/-



Stamp Duty Paid : 1114400/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	AJAY HARINATH Designated Partner Of VILLAGGIO ESTATES LLP ,Age: , Marital Status: ,Gender:,Occupation: , Address1 - Plot No. 4, Sy. No. 192, Above Cafe Coffee Day, Botanical Garden Road, Kondapur, Hyderabad - 500084, Address2 - , PAN No.:			 VILLAGGIO ESTATES LLP Designated Partner




Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	SURYA VISESH DUTTA As POA Holder For The Vendor Trak Vision And Planners Pvt Ltd Represented By Directors Namita And Vineti , Father Name:Sanjay Dutta, Age: 26, Marital Status: ,Gender:Male,Occupation: Business, 67, Poorvi Marg, Vasant Vihar -1, New Delhi -110057, PAN No. [REDACTED], as Power Of Attorney Holder for VINETI JANAK DUTTA			
2	VENKATESHWAR REDDY PANYALA Designated Partner Of FAIR GREEN VENTURES LLP , , Age: , Marital Status: ,Gender:,Occupation: , H. No. 2-1-251, Godama Mansion, Nallakunta, Hyderabad - 500044, PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	AJAY HARINATH Designated Partner Of VILLAGGIO ESTATES LLP , , Age: , Marital Status: , Gender: Occupation: , Plot No. 4, Sy. No. 192, Above Cafe Coffee Day, Botanical Garden Road, Kondapur, Hyderabad - 500084, PAN No.:			 VILLAGGIO ESTATES LLP Designated Partner

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Laximikant Suryakant Halomekar, Age: 43, DOB: , Mobile: 9823865571 , Email: , Occupation: Advocate , Marital status : Married , Address: 403504, Bicholim, Bicholim, NorthGoa, Goa			
2	Name: Maria Silveira, Age: 30, DOB: , Mobile: 9890385864 Email: , Occupation: Advocate , Marital status : Married , Address: 403114, Nerul, Bardez, NorthGoa, Goa			


Sub Registrar
 SUB-REGISTRAR
 BARDEZ

Document Serial Number :- 2021-BRZ-724

Document Serial No:-2021-BRZ-724

Book :- 1 Document
Registration Number :- **BRZ-1-705-2021**
Date : 17-Feb-2021



A handwritten signature in blue ink, appearing to be "H. J. ...".

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

SUB-REGISTRAR
BARDEZ