

Phone No:
Sold To/Issued To:
RVJ Trading Pvt Ltd
For Whom/ID Proof:
Pancard



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₹ 0668000/-
ZERO SIX SIX EIGHT ZERO ZERO ZERO

Other
38163451687793133632-00008324
3816345 35/02/05/2021-RD1

For CITIZEN CREDIT
CO-OP BANK LTD.
MAPUSA BRANCH

Quis
Manager/Authorised Signatory



2023-BR2-3166
27/6/23

AGREEMENT OF DEVELOPMENT AND SALE

RVJ Trading Pvt Ltd

B
Director

MAPUSA GOA ENTERPRISES

A
PARTNER.

Phone No:
Sold To/Issued To:
RVJ Trading Pvt Ltd
For Whom/ID Proof:
Pancard



JUN-26-2023 16:25:11

₹ 2000000/-
TWO ZERO ZERO ZERO ZERO ZERO ZERO

Other
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3816346 36/02/06/2021-RD1

For CITIZENCREDIT
CO-OP BANK LTD.
MAPUSA BRANCH

[Signature]
Manager / Authorised Signatory



AGREEMENT OF DEVELOPMENT AND SALE

RVJ Trading Pvt Ltd

[Signature]
Director

MAPUSA GOA ENTERPRISES
[Signature]
PARTNER.

THIS AGREEMENT OF DEVELOPMENT AND SALE is made on this 26th day of June of the year 2023 at Mapusa, Sub-District of Bardez Taluka, District of Goa.

BETWEEN

- I. **Mapusa Goa Enterprises** a partnership firm registered under the Indian partnership Act [REDACTED], holding Pan card no. [REDACTED] and having its registered office at [REDACTED] Makers Chambers V, [REDACTED] Floor, Nariman Point, Mumbai [REDACTED] and represented by its partner **Anirudh Garg**, son of Ajay Garg, [REDACTED] years of age, business, Indian National, holder of Pan card no. [REDACTED] & Aadhaar card no. [REDACTED] and resident of [REDACTED], Thane Heights, B Wing, Nepean Sea Road, Mumbai, by virtue of Power of attorney dated [REDACTED] executed before Notary S.M.H Zaidi at Mumbai under serial no. [REDACTED] page no. [REDACTED] Book No. [REDACTED] herein after called "**OWNERS/FIRST PARTY**", (which expression shall include their heirs, executors and assigns) **AS THE PARTY OF THE FIRST PART.**

AND

- II. **R V J Trading Pvt. Ltd**, a Company registered under the Companies Act having CIN No. [REDACTED], holding Pan card no. [REDACTED] and having its office at [REDACTED], B&F Habitat, [REDACTED] Floor, Canca Parra By Pass Road, Khorlim, Xim, Mapusa, Bardez - Goa, [REDACTED] and represented by its Director/Partner; **MR. JOSE MARTINHO BRAGANCA, alias MR. JOSE MARTINHO BRAGANZA**, son of Mr. Jose F. Braganza, 44 years of age, married, businessman, holder of Pan card no. [REDACTED] & Aadhaar card no. [REDACTED] and residing at House no. [REDACTED], Angod, Mapusa, Bardez-Goa, vide Resolution dated 01/06/2023 passed in the Company Board Meeting, hereafter referred to as the "**DEVELOPERS/SECOND PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its representatives and

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Director

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[Signature]
PARTNER.

permitted assigns) **AS THE PARTY OF THE SECOND PART**

ALL THE PARTIES are Indian Nationals.


WHEREAS, the Owners/First Party is the absolute owner of and is seized and possessed of the immovable property forming part of the 5th addition of the immovable property known as "VANGOR BATTA" or 'ESSODEACHEM BATTA' or 'PAUDISTACHEM BATTA', situated at Ward Cunchelim, within the limits of Mapusa Municipal Council, sub district of Bardez Taluka, District of North Goa, State of Goa, surveyed under chalta no.21-D-1 admeasuring 5916 sq. mts and under chalta no 21-D-2 admeasuring 552 sqmts both of P.T. Sheet 10 of Mapusa City survey records. The aforesaid properties are described in the Land Registrar office of Bardez under. No.9541 at Folio 54 of B-25 (New) and enrolled in the Taluka Revenue Office under Matriz no. 748 of 3 Circumscription.

AND WHEREAS, The land bearing Chalta no. 21-D-1 shall herein after be referred to as "**the said property-I**" and is more particularly described in **Schedule I -A** hereunder and the land bearing Chalta no. 21-D-2 shall herein after be referred to as "**the said property-II**" and is more particularly described in **Schedule I-B** respectively. For the sake of brevity the said property-I and the said property-II shall hereinafter be collectively referred to as "**the said property**".

AND WHEREAS, the said property - II is a narrow strip which abuts the main Mapusa - Siolim road and is an access to the said property - I. Only if the planning of the development as per construction rules permits the DEVELOPERS/Second party to use the FSI/FAR of "the said property-II" in "the said property-I", the said FSI/FAR shall be used or else "the said property-II" is solely for the purpose of access;

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AND WHEREAS, the subject matter of this present Agreement is "the said property I & II" and is jointly referred to as "the said property"

AND WHEREAS, Title investigation report has been issued by Adv. Antonio @ Anthony P Braganza dated 06/06/2023 with respect to the Said Property certifying that the title of the Owners/First Party to the Said Property is clear and Marketable. A copy of the said investigation report issued by Adv. Antonio @ Anthony P Braganza is hereto annexed as "**Annexure B**"

AND WHEREAS, the Second Party On having satisfied itself in respect of the title of the Owner/First Party to the said Property and further based on representations of the OWNERS/FIRST PARTY contained herein, the DEVELOPER/SECOND PARTY has approached the Owners/First Party to jointly develop "**the Said Property**" into a multi storeyed building consisting of residential apartments/flats and has agreed to secure at its cost all the required approvals/sanctions as are necessary under law for development of "**the Said Property**" from the statutory authorities on the terms as recorded hereunder.

AND WHEREAS, the Owner/First Party herein has after verifying and establishing the credentials and capabilities have agreed that the DEVELOPERS/SECOND PARTY as part of their normal business and at their own costs shall develop and construct Residential Apartment/Flat by developing "**the Said Property**" in the manner hereinafter appearing.

AND WHEREAS, the Office of the Additional Collector III at Mapusa has issued conversion sanad bearing no no. 4/336/CNV/AC-III/2018/465 dated 08/04/2021 thereby converting "THE SAID PROPERTY" to non agriculture;

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AND WHEREAS, the Developer has approached the Owners/First Party with its desire to jointly develop and consequently purchase undivided share in "THE SAID PROPERTY" corresponding to the DEVELOPERS Units, as defined herein, and the Owners/First Party herein have agreed for the same, in the manner hereinafter appearing.


AND WHEREAS, the Owners/First party and the Developer/Second party have jointly prepared a Development Plan which consist of Sixty Eight (68 nos.) residential Apartments consisting of five Blocks ie. Block A to E (5 nos.) swimming pool and a compound wall which shall be in the name & style of "B&F Whispering Glenz" in association with N.D. Group" herein after referred to as the said project. The font size of such brand name or logo of the Owners shall be equal to that of the Developers. Any advertising or marketing material created by the Owners shall also have the brand name and logo of the Developers in equal font size;

AND WHEREAS, the Parties hereto have mutually agreed for the terms and conditions of the Developer/SECOND PARTY executing the development and construction in "**the Said Property**" and upon such development, the OWNER/ FIRST PARTY shall convey undivided share in land corresponding to the built up area of the DEVELOPERS Units to the DEVELOPERS or its ultimate buyers of the residential Apartments/flats as called upon by them;

AND WHEREAS, in lieu/consideration of the Owners/First Party agreeing to the Second Party/DEVELOPERS develop "the said property" into a residential project and subsequently purchase undivided share in "THE SAID PROPERTY" corresponding to the DEVELOPERS Units. For the said undivided share in "THE SAID PROPERTY" corresponding to the DEVELOPERS Units the Second Party/DEVELOPERS has agreed for the same for a total consideration of a sum of **Rs. 9,20,00,000/ (Rupees Nine Crores Twenty Lakhs only)** wherein the Developer on this day has paid the Owners an advance sum of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only).

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Necessary TDS (Tax Deducted at Source) of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only)(calculated @ 10%, to be deducted and deposited by the Developer in compliance with the provision of Section 194IC of Income Tax Act, 1961, through the Finance Act, 2013 which is applicable for joint developments. Hence the Owners have received a sum of Rs. 3,15,00,000/- (Rupees Three Crores Fifteen Lakhs Only) after necessary TDS deduction. The balance consideration shall be given on completion of the said project in as much as the Developer shall allot to the First Party/Owners a total super built up area of 2850.63 sq.mts. which comprises of Twenty Two (22 nos.) residential apartments along with twenty two (22 nos.) car parking spaces in its basic form without any furniture, fixtures or fittings. The 22 residential apartments along with twenty two (22 nos.) car parking spaces to be allotted to the Owners/First Party are as follows;

- i) One (1no.) 1BHK residential apartment, bearing no. A-203 having a super built-up area of 73.70 sq.mts and carpet area of 57.83 sq.mts. on the second floor, Block A along with one car parking space.
- ii) One (1no.) 3BHK residential apartment, bearing no. A-301 having a super built-up area of 227.83 sq.mts and carpet area of 200.07 sq.mts. on the third floor, Block A along with one car parking space.
- iii) One (1no.) 2BHK residential apartment, bearing no. B-101 having a super built-up area of 115.63 sq.mts and carpet area of 98.42 sq.mts. on the first floor, Block B along with one car parking space.
- iv) One (1no.) 2BHK residential apartment, bearing no. B-204 having a super built-up area of 111.41 sq.mts and carpet area of 94.32 sq.mts. on the second floor, Block B along with one car parking space.
- v) One (1no.) 2BHK residential apartment, bearing no. B-304 having a super built-up area of 111.41 sq.mts and carpet area of 94.32 sq.mts. on the third floor, Block B along with one car parking space.

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- vi) One (1no.) 2BHK residential apartment, bearing no. B-401 having a super built-up area of 171.80 sq.mts and carpet area of 154.79 sq.mts. on the fourth floor, Block B along with one car parking space.
- vii) One (1no.) 2BHK residential apartment, bearing no. B-403 having a super built-up area of 174.17 sq.mts and carpet area of 156.33 sq.mts. on the fourth floor, Block B along with one car parking space.
- viii) One (1no.) 2BHK residential apartment, bearing no. C-101 having a super built-up area of 115.58 sq.mts and carpet area of 98.42 sq.mts. on the first floor, Block C along with one car parking space.
- ix) One (1no.) 2BHK residential apartment, bearing no. C-103 having a super built-up area of 119.50 sq.mts and carpet area of 101.30 sq.mts. on the first floor, Block C along with one car parking space.
- x) One (1no.) 2BHK residential apartment, bearing no. C-202 having a super built-up area of 112.19 sq.mts and carpet area of 94.32 sq.mts. on the second floor, Block C along with one car parking space.
- xi) One (1no.) 2BHK residential apartment, bearing no. C-302 having a super built-up area of 112.19 sq.mts and carpet area of 94.32 sq.mts. on the third floor, Block C along with one car parking space.
- xii) One (1no.) 2BHK residential apartment, bearing no. C-304 having a super built-up area of 111.36 sq.mts and carpet area of 94.32 sq.mts. on the third floor, Block C along with one car parking space.
- xiii) One (1no.) 2BHK residential apartment, bearing no. C-403 having a super built-up area of 202.87 sq.mts and carpet area of 185.13 sq.mts. on the fourth floor, Block C along with one car parking space.

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- xiv) One (1no.) 2BHK residential apartment, bearing no. D-101 having a super built-up area of 115.62 sq.mts and carpet area of 98.41 sq.mts. on the first floor, Block D along with one car parking space.
- xv) One (1no.) 2BHK residential apartment, bearing no. D-103 having a super built-up area of 116.45 sq.mts and carpet area of 98.41 sq.mts. On the first floor, Block D along with one car parking space.
- xvi) One (1no.) 2BHK residential apartment, bearing no. D-204 having a super built-up area of 112.23 sq.mts and carpet area of 94.31 sq.mts. on the second floor, Block D along with one car parking space.
- xvii) One (1no.) 2BHK residential apartment, bearing no. D-303 having a super built-up area of 112.23 sq.mts and carpet area of 94.31 sq.mts. on the third floor, Block D along with one car parking space.
- xviii) One (1no.) 2BHK residential apartment, bearing no. D-402 having a super built-up area of 173.73 sq.mts and carpet area of 155.90 sq.mts. on the fourth floor, Block D along with one car parking space.
- xix) One (1no.) 1BHK residential apartment, bearing no. E-104 having a super built-up area of 78.28 sq.mts and carpet area of 62.32 sq.mts. on the first floor, Block E along with one car parking space.
- xx) One (1no.) 1BHK residential apartment, bearing no. E-201 having a super built-up area of 74.98 sq.mts and carpet area of 58.78 sq.mts. on the second floor, Block E along with one car parking space.
- xxi) One (1no.) 1BHK residential apartment, bearing no. E-203 having a super built-up area of 74.37 sq.mts and carpet area of 58.78 sq.mts. on the second floor, Block E along with one car parking space.

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- xxii) One (1no.) 3BHK residential apartment, bearing no. E-301 having a super built-up area of 233.10 sq.mts and carpet area of 204.95 sq.mts. on the third floor, Block E along with one car parking space.

(hereinafter collectively referred to as "the Owners Unit" and better described in Schedule - II hereunder.

AND WHEREAS, the Twenty Two (22 nos.) residential apartments along with twenty two (22 nos.) car parking spaces or Owners Units to be constructed by the DEVELOPERS is valued at Rs. 5,70,00,000/- (Rupees Five Crore Seventy Lakhs Only) being the cost of construction of the said Owners units in its basic form without any furniture, fixtures or fittings. This Agreement is valued at **Rs. 9,20,00,000/- (Rupees Nine Crore Twenty Lakhs Only)** being the total consideration and hence this Agreement is typed on Non Judicial Stamp paper valued at **Rs. 26,68,000/- (Rupees Twenty Six Lakhs Sixty Eight Thousand Only)**.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

A. AGREEMENT TO DEVELOP

1. The Owners/First party and the Developer/Second party shall jointly develop the immovable property forming part of the property known as 'ESSODEACHEM BATTI' or 'PAUDISTACHEM BATTI', situated at Ward Cunchelim, within the limits of Mapusa Municipal Council, sub district of Bardez Taluka, District of North Goa, State of Goa, surveyed under chalta no.21-D-1 admeasuring 5916 sq. mts ("**the said property-I**") and under chalta no 21-D-2 admeasuring 552 sq.mts. ("**the said property-II**") both of P.T. Sheet 10 of Mapusa City survey records. The aforesaid properties are described in the Land Registrar office of Bardez under. No.9541 at Folio 54 of B-25 (New) and enrolled in the Taluka Revenue Office under Matriz no. 748 of 3

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Circumscription. The said property-I and the said property-II are hereinafter collectively referred to as "**the said Property**".

2. Accordingly, the parties herein have, in accordance with all applicable laws including the Real Estate (Regulation and Development) Act, 2016 ("**the Act**") and the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate agents, Rates of Interest and Disclosures on Website) Rules, 2017, as amended from time to time ("**the Rules**"), jointly prepared a Development Plan which consist of Sixty Eight (68 nos.) residential Apartments consisting of five Blocks (5 nos.) swimming pools and a compound wall which shall be in the name & style of "B&F Whispering Glenz" in association with N.D. Group" hereinafter referred to as "**the said project**". The said project shall be developed on the said Property by availing, exploiting, acquiring and utilizing the maximum development potential of the said Property including but not limited to the basic/ existing Floor Area Ratio (FAR), Fungible, Premium and/or Incentive FAR, Transferable Development Rights (TDR), etc. (collectively "**the Entire Development Potential**") at the sole cost, risk and responsibility of the Developer, strictly on the terms and conditions contained in this Agreement.
3. Further, the Parties hereto have also mutually agreed that on completing the entire development and construction of the said project on "**the Said Property**", and obtaining the occupancy certificate and on the Developer handing over the Owners Units, the OWNER/ FIRST PARTY shall convey undivided share in land corresponding to the built up area of the DEVELOPERS Units to the DEVELOPERS or its ultimate buyers of the residential Apartments/flats as called upon by them.
4. The Owners shall retain for themselves the undivided share in the said Property corresponding to the Owners units, the Developers have in further consideration of

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the development rights hereby granted, have agreed to construct for the Owners, free of cost, residential premises/flats/unit and car parking spaces in the said Project. The Owners entitlement to the total super built-up area of 2850.63 sq. mts. in the said project i.e. Twenty Two (22 nos.) residential apartments shall hereinafter be referred to as the **"the Owners Units/share"** and is more particularly described, on the basis of the current Development Plan, in the Schedule-II hereunder written.

B. REPRESENTATIONS OF THE OWNER/FIRST PARTY

1. That the OWNERS/FIRST PARTY are the sole owners of and have a clear marketable and subsisting title over **"the Said Property"** and that no one else has any right, title and interest or share there-in and cost of making good title shall be that of the OWNERS at all times until the terms of this present Agreement are fulfilled by the Parties and the said Property is free from encumbrances and claims including all claims by way of sale, exchange, mortgage, gift, inheritance, trust, possession, easement, lien or otherwise.
2. It is hereby mutually agreed by the parties that Owner/First party are the sole owner of **"THE SAID PROPERTY"** and no other person has any right or claim therein.
3. That **"the Said Property"** is not subject to any attachments before or after judgment, acquisition/requisition proceedings, mortgage, charge and /lien of any kind, or vested interest in any other person by way of prior Agreements and/or agency coupled with interests or tax liabilities, attachment towards tax liability, nor has **"the Said Property"** been given as security for any purpose either directly or indirectly or made part of any surety in any case or court proceedings;
4. That there are no tenancy claims, minor claims, lien or encumbrances of any kind on **"the Said Property"**;

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5. That the OWNERS have not entered into any agreement/arrangements for sale, lease, transfer or development of **"the Said Property"** with any other person and has not executed any Power'/s of Attorney to deal with the same
6. It is hereby mutually agreed between the parties that the Owner/First party hereby agree and undertake that they shall not enter into any such type of agreement in future in regard to **"THE SAID PROPERTY"** which is being purchased/developed by the DEVELOPERS nor have they done so in the past.
7. That the OWNERS do not have any pending liabilities with income tax or any other tax which would affect its title to **"the Said Property"** and/or its development and/or sale in terms herein;
8. That the OWNERS are in possession and enjoyment of **"the Said Property"** and is competent to permit the DEVELOPERS to enter upon **"the Said Property"** to develop the same in terms of this Agreement;
9. That the OWNERS have not charged, mortgaged or encumbered **"the Said Property"** to any banks or financial institutions and have agreed to sell, alienate, lease, transfer **"the Said Property"** to any person/s and the same is completely free from third party rights/claims of whatsoever nature;
10. That there are no legal impediments in law or under any other statute for the development of **"the Said Property"**, and there are no restrictive covenants, easements and/or servitudes;
11. That the OWNERS have paid and discharged all property taxes and other out goings in respect of **"the Said Property"** up to date and there are no arrears of taxes and other statutory dues to any authority;

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12. That the OWNERS shall, subject to such court orders, third party rights, encumbrances etc not on account of any acts of the Owners, keep **"the Said Property"** free from all encumbrances, attachments, court orders, charges, leases mortgages and other third party claims, during the terms of this Agreement.
13. That no notice from the Government or any other local body or authority under the Land Acquisition Act or any other Act (Central or State) otherwise or under another Legislative Enactment, Government Ordinance Order or Notification (including any notice for acquisition or requisition of **"the Said Property"**) has been received by the Owners to acquire whole or portions of **"the Said Property"**.
14. That **"the Said Property"** is contiguous block of land with proper road access as described in the Schedule I.
15. That **"the Said Property"** is zoned as settlement 2 Zone having 80% permissible FAR under the outline development plan of Mapusa town published by the Town and Country Planning Department/Planning & Development Authority and the same can be developed as a residential enclave. Units to be allotted to the Owners is based on the said permissible FAR.
16. Save and except the Undivided right of way and access through The Said Property II granted to Chalta no 21-D-2 of P.T. Sheet 10 of Mapusa city Survey Records, the Owners or their predecessors in title or any one claiming under their name have not granted any right of way or easement or license or any other rights to any person over the said property I or any part thereof.
17. The Owners being a Partnership firm represented by the undersigned partner has represented that the said Partnership firm comprises of three partners viz; (i) Mr. Gaurav Garg, son of Ajay Garg, 40 years of age, holder of Pan card No. [REDACTED] & Aadhaar card no. [REDACTED] and resident of 103, Darya Mahal A, 18th

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Floor, Nepean Sea Road, Malabar Hills, Mumbai (ii) Mr. Malav Rajan Shah, son of Rajan Shah, 43 years of age, holder of Pan card no. [REDACTED] & Aadhaar card no. [REDACTED] and resident of 401, Laxmi Co-operative Housing Society, 17th Vachha Gandhi Road, Gamdevi, Behind Westside Showroom, Grant Road SO Mumbai, Maharashtra and (iii) the undersigned partner Anirudh Garg herein. And there are no other partners besides the aforesaid.

C. PERMISSION FOR DEVELOPMENT:

1. That in pursuance of the foregoing and subject to the obligations undertaken by each Party hereto and in consideration of the benefits accruing to each Party as agreed upon and also provided herein, the DEVELOPERS/SECOND PARTY as their own business has agreed to construct and develop **"the Said Property"** whereby the DEVELOPERS shall, at its own cost, construct residential apartments/flats by utilising the entire Development Potential, in accordance with the duly approved plans cleared by the concerned authorities, and in compliance with all applicable laws including the Act and the Rules, as also revisions and changes mutually made by the parties as are permissible under the law [hereinafter referred to as **"the said Project"**]
2. The OWNERS, during the subsistence of this Agreement and by virtue of a Power of Attorney, do hereby irrevocably permit and authorize the DEVELOPERS to enter upon **"the Said Property"** as authorised Developers to construct and develop **"the Said Property"** by constructing the said Project at their own cost, as per the plan to be sanctioned and / or revised from time to time, subject to the terms of this Agreement. The Owners shall execute another Power of attorney to their representative of their own choice to execute Agreements to sell/Deed of Sale and present the same for registration in the office of the Sub - Registrar of Bardez at Mapusa, to Prospective Purchasers on behalf of the Owners for sale of Units in the Project. The Owners or such person

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representing the Owners as a power of Attorney holder shall be made available at any time as required by the Developers subject to 7 days prior intimation. Any delay on the part of the Owners or their representative will be equally added as an extension to the completion of the Project.

3. Subject to the Developers complying and adhering to the terms and conditions of this Agreement, the OWNERS do hereby DECLARE and assure that they shall not revoke the irrevocable permission HEREBY GRANTED during the subsistence of this Agreement till completion and sale of the entire Project by the respective Parties as the DEVELOPERS will be incurring substantial expenditure in planning and obtaining approvals/revisions, followed by construction of the said Project in **"the Said Property"**. The OWNERS shall, subject to what is stated in this Agreement, sign and execute any further documents or deeds or agreements that may be required by the DEVELOPERS, in respect of the development of the said property and in order to implement the scheme of this Project successfully and without any hindrance or obstruction from any Party whatsoever. The Developer shall explain and brief the Owners the contents of such documents/deeds/agreements prior to such signing and execution by the Owners.
4. The OWNERS hereby agree not to interfere or interrupt in any manner whatsoever in the construction and development of the said Project in **"the Said Property"** and construction of the residential building and / or omit to commit any act having the effect of delaying or stopping the work that has to be done under this Agreement, provided the DEVELOPERS adheres to the terms of this Agreement and so long as the development and construction works in respect of the said Project are at all times in compliance with the approved plans and the approvals/permissions granted by the concerned authorities in respect thereof, from time to time and the Developer shall not do any act or thing by which the title of the Owners is in anyway jeopardized. However, the

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OWNERS and /or their authorized representative/s are entitled to inspection of the property when so ever.

5. The DEVELOPERS have done all the necessary planning and designing at their own way and cost. All the cost and expense, of whatsoever nature, including but not limited to official charges and expenses required for obtaining approvals, permissions, technical clearances, construction licenses from various Govt. authorities such as Town and Country Planning Department, North Goa Planning and Development Authority (N.G.P.D.A.), Village Panchayat, Municipal Corporation, Public Works Department (P.W.D.), Health Department, Electricity Department, shall be entirely borne by the DEVELOPERS/Second Party. However the Owners/First Party shall assist and co-operate with the Second Party to facilitate the obtaining of the said approvals and licenses by signing such applications/letters where necessary.
6. It is hereby also agreed between the parties hereto that the Developer shall at all times, after providing adequate and substantial reasoning to the Owners in this regard, obtain the prior written consent of the Owner before making any applications to the concerned authorities for obtaining/revising/modifying any permission/approval obtained/to be obtained in respect of the said Property or any portion thereof. Further, the Owner shall not withhold giving such written consent to the Developer. It is hereby also agreed that despite the Developer providing adequate and substantial reasoning and satisfying the Owners in respect thereof, thereafter due to which written consent of the Owners is delayed, then the time taken by the Owners in giving the consent to the Developers shall be construed to be a delay in the construction of the said Project on account of the Owners.
7. The DEVELOPERS cannot assign and/or sub assign any or all its development rights to any third party without the prior written consent of the Owners.. Further, in the

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event the development rights of the Developer have to be assigned in the manner aforesaid, the DEVELOPERS shall be responsible to the OWNERS and will be liable to pay damages for all violations caused due to such sub assignments.

D. PLANS/LICENCES:

1. The DEVELOPERS at its cost, prepare or get prepared development plans, building construction plans and all required drawings as per bye laws, rules and regulations in force for development of **"the Said Property"** into a residential premises and also the necessary drawings, designs, etc., for other buildings therein.
2. That the DEVELOPERS shall also be entitled to decide upon the entire master planning of **"the Said Property"** for efficient planning and use of the FAR available, marketability and positioning of **"the Said Property"** while taking into account and planning within the provisions of the local laws for the time being in force in respect of the use and consumption of the FAR and development of **"the Said Property"**.
3. The OWNERS agrees to sign and execute all necessary paper/s, applications, declarations and other documents in respect thereto. The responsibility and expenses for revising/preparing the plans and obtaining necessary licenses and sanctioned plans and all other permissions required to take up and complete the said Project shall be that of the DEVELOPERS in respect of **"the Said Property"**.
4. The OWNERS shall execute an irrevocable Power of Attorney to enable the DEVELOPERS to secure plans, licenses and other permissions and for purposes connected with the development of the said Project on **"the Said Property"**. Notwithstanding execution of the power of attorney, the OWNERS shall sign and execute such other document, papers and other agreements, applications that may be required by the DEVELOPERS for securing permission and license and effectively

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developing **"the Said Property"**. However, as agreed all costs associated with the plan approvals, no objection certificates, permission, licenses, etc., in respect of **"the Said Property"** shall be met and borne by the SECOND PARTY/DEVELOPERS alone. The Parties shall co-operate for completion and mutual success of the development of **"the Said Property"**. If so required by the DEVELOPERS, the OWNERS shall furnish such deeds, documents including POA'S or Resolutions for more effectively performing the terms of this Agreement and successfully completing the said Project.


5. Notwithstanding what is stated hereinabove, the Developer shall always inform, and take prior written consent of the Owners, wherever applicable, prior to making any such major alterations, variations, modifications, amendments etc in the plans in respect of the said Project that may hamper, affect, alter or change the location, the size, the structure of the Owners Units/share or the saleability of the same in any manner.

E. **CONSTRUCTION/DEVELOPMENT**

1. The DEVELOPERS shall solely, at its own cost and as a part of its business develop **"the Said Property"** in accordance with approved development plans and sanctioned construction plans construct the said project with necessary internal and external services, roads, driveways, walkways, facilities including compound and passages, water distribution lines and electricity connections. The construction and other developments shall be in accordance with the Specifications mentioned in this agreement or equivalents thereto. The Specifications of construction shall remain the same for the entire development. However the Developer shall be entitled to offer upgrades at additional cost.
2. The sanctioned plans if needs to be revised, The DEVELOPERS shall, after obtaining the prior written consent of the Owners in this regard be entitled to

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make additions, deletions and alterations to the development and construction plans as demanded by the sanctioning authorities and / or as per construction or aesthetic exigencies, without affecting the entitlements of the OWNERS as agreed herein. The DEVELOPERS shall have absolute discretion in matters relating to the method and manner of construction without affecting the quality, safety and time frame agreed for completion of the development. Nevertheless, the Developer shall at all times, make such alterations, additions, deletions etc in compliance all applicable laws including but not limited to the said Act and the said Rules.

3. The DEVELOPERS shall have absolute discretion in selection of construction materials, methodology of construction, equipment to be used for construction and other related techniques of construction and the OWNERS shall not interfere with the same. Provided however, the development and construction shall be in accordance with the specifications agreed between the parties and in terms of this Agreement.

F. APPOINTMENT OF ARCHITECTS, CONTRACTORS AND ENGINEERS:

1. The DEVELOPERS shall be entitled to, at its cost, appoint architects, contractors, engineers and other consultants to execute the development and construction works. All fees payable to the architects, engineers, contractors, consultants and other staff and workmen and all persons connected with the development shall be fully borne by the DEVELOPERS.
2. Plant and machinery, tools and implements, stores and materials that the DEVELOPERS and/or its contractors, workmen and other agencies may bring into "**the Said Property**" for purposes of development and construction of the buildings shall remain the exclusive property of the DEVELOPERS at all times and/or are entitled to take back the same. The

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OWNERS will have no right to claim or create charge on any of the materials and/or construction equipment.

G. COST OF DEVELOPMENT AND CONSTRUCTION

1. All costs, charges, expenses, fees, levies (including such levies imposed by the concerned authorities in respect of the construction) , premiums in respect of development of said Project together with all other infrastructure for water and electricity supply used for the construction and development of the said project, as per the agreed Specifications and as per sanctioned plans including the super built up area to be constructed and delivered to the OWNERS shall be borne entirely by the DEVELOPERS. The OWNERS or its assignees shall not be required to pay/contribute any amount for the aforesaid development and construction purposes.

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

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

1.1). The DEVELOPERS simultaneously with the execution of this present Agreement have paid to the Owners a sum of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only), subject to deduction and deposit necessary TDS (Tax deducted at source) in compliance with the provision of Section 194-1A of the Income Tax Act 1961 through the Finance Act 2013, towards part consideration for development of the said Property. The balance/other part of the consideration shall be paid by the Developer to the Owners in the form of constructing and handing over the possession (along with occupation certificate) of the Owner's Units.

1.2) That the Second Party/DEVELOPERS shall on completion of the said project allot to the First Party/Owners a total super built up area of 2850.63

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sq.mts. which comprises of the said Twenty Two (22 nos.) residential apartments, as per the current Development Plan, in its basic form without any furniture, and white goods described in Schedule II as per proposed floor plan in the SAID PROJECT on Ownership basis explained with specifications as per Schedule III, hereby referred to as the OWNERS UNITS shown delineated with red boundary lines in the plan annexed hereto.

The Owners shall retain proportionate undivided rights to **"the said Property"** corresponding to the built up area of the OWNERS units.

1.3). The DEVELOPER shall get all the balance units proposed to be developed in the said property consisting of total super built up area of 5479.73 sq.mts. which comprises of the said Forty Six (46 nos.) residential apartments.

1.4.(i) The actual identification of the OWNERS unit is done by the Owners in consultation with the DEVELOPERS on showing the plans to the OWNERS.

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

iii). The residential apartments/flats agreed to be allotted to the OWNERS, i.e. the Owners share/Units shall be described in SCHEDULE II and the balance residential apartments flats to be constructed, shall be share of the Developer in the said Project (hereinafter **"Developers Share/Units"**) as described in Schedule II. The SCHEDULEs shall form an integral part of this Agreement.

1.5) it is also agreed between the parties herein that neither party can negotiate for sale of any units coming in their respective share for a price lower than standard market rates, prevailing at the time of such negotiations with the prospective purchasers. In the event the Owners

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entrust the Developers for the sale of their respective units, the Developer must adhere to the above, and not cause any price disparity by sale of his entitled share at any rate lower than the standard market rates prevailing at such time.

1.6) Upon completion of the construction of the said Project, obtaining the Occupation Certificate in respect of the said Project and on the Owners/First Party being handed over possession of the Owners Share/Units, the Owners/First Party shall convey to the DEVELOPERS or any of its assignees or to the ultimate buyers of the residential Apartments/flats as called upon by the **DEVELOPERS**, all that undivided rights/share in "the said property" corresponding to the DEVELOPERS units and the balance undivided rights corresponding to the Owners unit shall be retained by the Owners.

- 1.7) The DEVELOPERS/Second Party shall be liable and compelled to execute a Conveyance Deed in favour of the Owners/First Party or any of its assignees, if required, with respect to the Owners Unit.
- 1.8) Before the commencement of construction works or during its subsistence, The OWNERS shall come forward to with the DEVELOPERS to execute agreements of sale with prospective purchasers/buyers procured by the DEVELOPERS and with respect to the DEVELOPERS Units and whenever the Developers needs the Owners to do so.
- 1.9) The DEVELOPERS/Second Party and the Owners/First part shall be liable and compelled, and shall come forward to execute a Conveyance Deed, Sale Deed, Transfer Deed in favour of each other or any of its assignees, if required, with respect to their respective units
- 1.10) The OWNERS shall also co-operate with the DEVELOPERS and shall come forward to execute a

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Conveyance Deed, Sale Deed, Transfer Deed in favour of the DEVELOPERS/Second Party or any of its assignees, if required, with respect to the super built - up of the Developers Units.

- 1.11) . If the owner entrust the Developer to sell the Owners unit, the Developer shall ensure a minimum consideration of Rs. 1,00,000/- (Rupees One Lakh Only) per sq.mts. of super built up area.
- 1.12) If the Floor Area Ratio (FAR) or Floor Space Index (FSI) is increased in relation to **"the Said Property"** or any part thereof, benefit of the same shall be shared in **50/50** ratio of DEVELOPER/OWNER respectively and the Owners shall execute necessary conveyances.
- 1.13) Notwithstanding anything stated hereinabove, the current numbers of apartments in the Owners Units/share and the Developers unit share is calculated as per the current Development Plan, and can be revised upwards as and when the amended plans due to increased FAR in respect of the said project is approved by the concerned authorities.

I. OBLIGATION OF THE OWNERS:

1. The primary obligation and contribution of the OWNERS shall be to bring into agreement **"the Said Property"**, which the OWNERS hereby do with the execution of this Agreement. The OWNERS have on this day executed an irrevocable Power of Attorney in favour of the DEVELOPERS or any person of the Developers choice to enable the DEVELOPERS to proceed with obtaining the Development Plan, Licenses and Building Construction Plans, consents in regard to the development on **"the Said Property"** and construction to be made in the form of residential buildings and other facilities and authorizing the DEVELOPERS to represent the OWNERS before the Town and Country Planning Department, State and Central Government Departments, Forest Department,

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Electricity, Water Supply, Health Departments and all other Statutory Authorities, which will be in force until the development and sale of all the super built up areas in **"the Said Property"** including the Developers Units, sale of the undivided in **"the Said Property"** and construction of same with all the amenities as per the specifications are completed and occupancy certificates, water, electricity and sanitary connections are obtained from the respective authorities/departments. However the first development plans to be submitted to the Planning and Development Authority which are annexed hereto as **Annexure** shall be signed by the Owners, delay in signing such plans shall be adjusted with the four months period to obtain the Permissions. The Owners, shall assist the DEVELOPERS to obtain all the concerned permissions, licenses, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc. required by law for the said project and everything that is necessary in this regard

2. That both parties herein shall be entitled to enter into agreements with their prospective purchasers/nominees/transferees to sell or otherwise dispose off their respective units along with its corresponding undivided share/right in the land and to receive advances/payments towards sale consideration and all other amounts in their names from sales of their respective units.
3. Notwithstanding execution of Power of Attorney as above, the Owners shall sign and execute necessary applications, papers, affidavits, undertakings and documents and do all acts, deeds and things as the DEVELOPERS may lawfully require in order to legally and effectively completing the development of **"the Said Property"**.

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J. APPROPRIATION OF PROCEEDS OF SALE

1. The proceeds from booking received from the SAID PROJECT shall be appropriated and/or adjusted in terms of the allotment of the residential apartments/flats to the respective parties in as much as if the booking is in respect of the DEVELOPERS UNITS, then the amount will be appropriated by the DEVELOPERS and if the booking is in respect of the units allotted to the OWNERS, then the amount will be appropriated by the OWNERS.
2. The Owners shall be entitled to sell its UNITS (Owners Units) during the course of construction, however the OWNERS shall not be entitled to sell at price lower than that of the DEVELOPERS at that current time.
3. The parties hereto shall at no time sell their allotment at price below the prevailing market rate. The parties shall at no time create a price disparity or create unfair competition or advantage in the sales of their allotted units.
4. The OWNERS may at their discretion seek the assistance of the DEVELOPER for the sales of their allotted units, terms of which will be set from time to time and agreed upon in written confirmation by both parties. In the event of sales of the OWNERS units through Third Party Brokers and/or Agents, all commission and costs shall be borne by the OWNERS.

K. TAXES

1. The DEVELOPERS shall pay, from time to time, all the applicable taxes, fees, charges or outgoings levied by the Local Authority or any other competent authority (hereinafter jointly "taxes") in respect of the SAID PROJECT during the period of construction. On handing over the possession of the OWNERS UNITS, the OWNERS shall pay all taxes applicable with respect to its UNITS.

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2. At the time of handing over the possession of the owners unit, the OWNERS or its prospective purchasers shall be liable and have to pay to the Developers: GST, Infrastructure Tax, Maintenance Charges, Sinking Funds, Electricity transformer costs, PWD connection charges, Society formation charges and on any Government levied taxes on their portion of the built up area/Owners units within the development, on or before expiry of 30 days from written intimation in that regard. And upon receipt of the aforesaid amounts by the Developer, the Developer shall pay the same to concerned authorities under due course of then applicable law and furnish to the Owners, copies of receipts in respect of such payments having being made within 30 days from such payments being made by the Owners.

L. VARIATIONS IN PLANS.

1. Subject to the terms of this Agreement, the DEVELOPERS, subject to the specific obligation of the Developers to obtain the prior written consent of the Owners, shall be entitled to carry out such variations and alterations in the SAID PROJECT, building plans or in the layout/ elevations of building including relocating the open space/all structures/ buildings/ garden spaces and /or varying the location of the access of the building, as the exigencies of the situation and the circumstances as it may require. However, any variations made to the plan annexed to this Agreement has to be mutually agreed between the Developers & the Owners, and prior to making any application(s) to carry out such variations and alterations, the Developer shall obtain the written consent of the Owners. Further, the Developers also confirms that, in the event the entitlement of the Owners, i.e., the same may be affected to the extent of 3% of the built-up area as variation upwards or downwards accepted in the plans of the total built-up area of the Owners Units and shall be as follows:-

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2. In the event there is up to 3% upward/increase in the total area calculation pursuant to such variations, the Developer shall charge the Owner, in respect of the Owners share/Units at a rate of Rs. 1,00,000/- (Rupees One Lakh Only) per sq. mts. and the same has been agreed mutually between the parties. Further it has also been agreed between the parties that in the event there is a 3% downward/decrease in the total area calculation pursuant to such variations, the Developer shall pay the Owner, a compensation at a rate of Rs. 1,00,000/- (Rupees One Lakh Only) per sq. mts.

M. COMPLETION OF PROJECT

1. The DEVELOPERS shall do all that is necessary to complete the development and obtain the Occupation Certificate in respect of all towers/wings to be constructed in the said project, within **30** months (Thirty months) from the date of obtaining all relevant construction approvals with a further grace period of 6 (six) months only in case of force Majeure events. It is also agreed that the relevant construction approvals shall be obtained within a period of four months from signing this agreement. Simultaneously with the execution hereof the Owners shall allow to the Developers to enter into the said property to commence the development and construction of the said project.
2. In respect of the delivery of possession of the OWNERS UNITS by the DEVELOPERS:
The same shall be done only after the DEVELOPERS have obtained an occupancy certificate from the concerned authority in respect of the Units to be handed over.
3. However in the event that the OWNERS UNITS is otherwise complete in all respects as per this Agreement but the DEVELOPER is unable to obtain the occupancy certificate due to no fault whatsoever attributable to the DEVELOPERS or on account of unjust, un-reasonable or illegal denial, neglect or

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failure to grant, the same by the concerned Authority, the DEVELOPERS shall be entitled a further grace period of four(4) months to handover the possession of the Owners Units to the owner along with the Occupation certificate. The Developers shall however by all means obtain the Occupancy certificate but such delays shall not be considered as delay in completion.

4. Once the OWNERS UNITS are ready in all respects to be handed over as aforesaid, the DEVELOPERS shall inform the Owners/ allottees of such owners units in writing, unless the Owners waives this requirement in writing or by conduct, by Registered A.D. Post calling upon the Owners to take possession of their UNITS and to complete all formalities in respect thereof within 30 (thirty) days from the date of receipt of the said letter.
5. The delivery of possession shall be acknowledged in writing by the OWNERS to the DEVELOPERS and the actual delivery of possession shall be given to the Owners simultaneously upon the Owners, or their agent, signing and handing over the letter of acknowledgement to DEVELOPERS.
6. In the event, the OWNERS refuses, fails or neglects to take delivery of possession of the Owners UNITS within 30(thirty) days from the date of receipt of the aforesaid letter, without justifiable and reasonable cause, the DEVELOPERS shall be deemed to have fulfilled its obligation under this agreement and in law in respect of handing over the possession of the Owners Share/Units to the Owners.
7. It is the duty of the OWNERS to inspect and verify and satisfy themselves of the quality of construction of the Owners UNITS and that the same confirms to the details/specifications agreed herein, and that each of the Owners Share/Units is free from all defects and deficiencies.

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8. If the OWNERS are not satisfied in as much as there are certain preliminary defects including the construction works then the Owners should inform the DEVELOPERS, in writing within 60-90 days of the date of taking possession enlisting the construction defect(s) in the units. The Developer shall have the same corrected/rectified within 30 days of receipt of such letter from the Owners. It is also agreed between the parties that the Owners shall be not held liable for such defects after the sale of units (either from the Owners share or the Developers share) to the prospective purchasers, and the same shall also be incorporated and recorded in the various agreements for sale to be entered into by the Developers and the Owners with such prospective purchasers.
9. Post rectification of all enlisted the said preliminary construction defects by the Developers to the Owners units the Developers shall notify the Owners, the Owners shall acknowledge delivery of possession and satisfaction of the quality of construction of their respective Owners units, and that the same is free from all defects and deficiencies and complete in all respects
10. Settlement cracks if not caused due to water seepages and leakages from adjoining units, shall not be considered as defective work. The Developers shall not be responsible for colour/ size variations in flooring tiles, glazed tiles or any sanitary fitting etc.
11. Under no circumstances shall the OWNERS be entitled to claim and the DEVELOPERS 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 works conducted by the Owners.
12. Any construction defects occurred after taking possession, shall be dealt with as per RERA Act and Goa RERA Rules

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13. The DEVELOPERS shall not incur any liability if the DEVELOPERS is unable to deliver possession of the Owners UNITS, if the construction or completion thereof by reasons of war or any act of God, pandemic 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 court/tribunal, and/or any competent authority beyond the control of the DEVELOPERS, the DEVELOPERS shall be entitled to a reasonable extension of time for handing over/delivery of the possession of the Owners UNITS.
14. With effect from execution of this Agreement, in respect of their respective premises/ units, including their respective proportionate undivided rights to **"the Said Property"**, each party shall be free to deal with and dispose of their respective Units. However, in respect of sale of any of the units in the said Project, both the Developer and the Owner would be made parties and accordingly they may enter into memorandum(s) of understanding, agreement(s) of sale or deed(s) of sale 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 respective premise(s)/ unit(s) in the **SAID PROJECT**, including their respective proportionate undivided rights in the **SAID PROPERTY and** receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard
15. The title and interest of the DEVELOPERS as the Developers to the said Property and the OWNERS as the absolute Owners of the said property, to the undivided proportionate share in the land of the said property shall be joint and impartible and the parties shall not be entitled for demarcation or partition of their right in or to the land of **"the Said Property"**.

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16. Subject to the provisions of RERA and the rules made there under, all monies or other benefits received by the Owners from their OWNERS UNITS shall be exclusively for, and be retained by, the Owners themselves and similarly all monies or other benefits received by the DEVELOPERS from the DEVELOPERS Units in the SAID PROJECT shall be exclusively for, and be retained by, the DEVELOPERS for itself.
17. The OWNERS from the date of delivery of possession shall not do or suffer to be done anything to the external look of the OWNERS UNITS, or any part thereof, and shall not change or alter the externals of the OWNERS UNITS or the building or any part thereof. The OWNERS shall be bound to maintain the externals of the OWNERS UNITS in uniformity with the other Units of the SAID PROJECT as regards the colour, grills etc., unless otherwise permitted in writing by the DEVELOPERS.
18. After obtaining the occupancy certificate, allotment of Units in terms of this Agreement, In respect of their respective premises/Units in the SAID PROJECT, the parties herein shall execute the necessary documents/instruments of allotment of Units including transfer of corresponding undivided rights in **"the Said Property"** by the OWNERS in favour of the DEVELOPERS.
19. Upon completion of the project and obtaining the Occupancy certificate, the parties herein shall execute necessary documents/instruments for sale of units in favour of respective Purchasers of the units along with the proportionate undivided rights in **"the Said Property"**.
20. Upon completion of the project and obtaining the occupancy certificate, The Owners/First Party shall convey to the DEVELOPERS or any of its assignees or to the ultimate buyers of the residential Apartments/flats as called upon by the **DEVELOPERS,**

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all that undivided rights/share in "the said property" corresponding to the DEVELOPERS units. The developers shall also come forward to convey to the Owners or any of its assignees or its prospective purchasers of the residential apartments as called upon by the owners all that built area of the Owners Units

N. INDEMNITY & ASSURANCES BY OWNERS

1. The Owners hereby covenant, declare and confirm that they are the owners of "**the Said Property**" and that their title is valid good marketable and subsisting and that no one else has any right, title, interest or share in "**the Said Property**" as on the date of signing of this Agreement, "**the Said Property**" is not subject to any encumbrances, attachments, court or taxation or acquisition proceedings or charges of any kind or any tenancy claims and which shall bar the development and sale of "**the Said Property**" and or disposal of the Developers Units in the said Project, proposed to be constructed.

Further, The DEVELOPERS have also conducted their title due-diligence in respect of the title of the Owners and their legal and technical due-diligence to the said Property and have satisfied themselves in respect thereof. The Developers also got published Public Notices both dated 29th January 2023 in two newspapers namely Navhind Times and O'Heraldo and have confirmed vide their letter dated 17th February, 2023 to have not received any claims/objections, whatsoever.

2. Notwithstanding due diligence or publications by the Developers, The Owners shall keep the DEVELOPERS fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings and any third party claims that may arise in the future against the title and ownership of the Owners in respect of "**the Said Property**". Further, the Owners shall indemnify and keep indemnified the Developers in respect of any of the

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representations by the Owners in respect of the title and ownership of the Owners with respect to the said Property, in this Agreement being false or untrue and all costs and expenses arising due to claims raised by any third party against any fault in title or ownership against the Said Property will be borne exclusively by the owners. The Owners shall also make good any losses/damages sustained by the DEVELOPERS on account of defect in title of the OWNERS to "the Said Property" including but not limited to any defect or claims with respect tenancies and easements. The OWNERS agrees that the cost of making out clear title to "the Said Property" shall always be that of the Owners.

3. The OWNERS acknowledge that, the DEVELOPERS have agreed to enter into this Agreement, on the faith and strength of such representation that the owners have freehold title, "**the Said Property**" is not subject to any encumbrances mortgages leasehold rights acquisition proceedings and other charges and claims and demands and that they have a clear and marketable title to the same and that there is no other person interested in "**the Said Property**". The OWNERS have already informed, and the DEVELOPERS have further also confirmed that "**the Said Property**" is zoned as settlement under the Outline Development Plan of Mapusa Town published by the Town and Country Planning Department/NGPDA and the same can be developed as a residential enclave. The OWNERS are aware that the DEVELOPERS shall represent the above facts to the prospective purchasers of the Units to be constructed in "**the Said Property**". The OWNERS & DEVELOPERS hereby declare that neither of the parties shall encumber "**the Said Property**" nor shall deal with or dispose of "**the Said Property**" or any interest/s therein in any manner whatsoever inconsistent with this Agreement nor shall grant any license to use "**the Said Property**" or grant any Power of Attorney to deal with "**the Said Property**" during the subsistence of this Agreement to any other person. After completion of the structures in the said Property, the Developers or its assignees or prospective purchasers shall however be allowed mortgage

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any of the Developers unit to any bank or financial institutes as long as the owners units are not affected. It is further also agreed between the parties herein that the Developer shall, carry out the entire construction work of the said Project at his own costs and expenses or with the finances raised through prospective Purchasers however shall not be permitted to raise any financial assistance from any person whatsoever, on the basis of securing the repayment of such financial assistance by creating a charge over its development rights on the said Property or on the residential units to be constructed in the said Project on the said Property, being the Developers Share/Units i.e. Forty Six (46) Units having super built up area of 5479.73 sq.mts.

4. Subsequent to the execution of this present Agreement, any dispute with respect to the said property arising due to any third party claims, encumbrances created by the Owners or disputes arising between the parties for any violation of the terms herein or misrepresentations made by the Owners, the Owners shall be entitled to settle the same within 45 days from the date the dispute is raised. In the event the Owners are unable to settle the dispute within 45 days from the date of dispute the DEVELOPERS shall be entitled to claim damages with respect to their entire investments subject to deductions along with the interest @ 9% per annum (calculated from the lapse of 45 days after the dispute has occurred) in as much as the DEVELOPERS have invested in part consideration paid to the owners, registration of this present agreement, obtaining all necessary approvals and all cost involved in the construction/development works of "the said property". The aforesaid amount is subject to a deduction to the extent of any amount received from prospective purchasers by the Developers and obtained from the sale of their Developers units. In such an event upon the above-mentioned payment to the developer, the Owners shall be entitled to the entire share of the unsold portion of the Developers units and to the Project.

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The Owners shall become further entitled to the receivables from the Project and Developers Units already agreed to be sold. The Developers shall intimate in writing to the prospective purchasers of the Developers Units to further make payments under their respective Agreements for Sale/ Sale Deed by making provision to this effect in such Agreements for Sale/ Sale Deed. The Developers shall further ensure that all the liabilities and amounts payable by the Developers in respect of the Project are paid off and settled by them (prior to receipt of the amount from the Owners) and that the Owners shall in no manner be liable or responsible for the same. The Developers shall come forward to execute and register any instrument and/or document as may be required to effectuate the above consequences.

5. In case on account of any existing dispute or on account of any dispute or claim raised on the title of the Owners to "**the Said Property**" and due to which the work is stopped by an order of the court, the **OWNERS** and **DEVELOPERS** together but at the cost of the **OWNERS** will take all actions necessary to continue with the Project by removing all impediments. Time for carrying out such settlements shall be adjusted and not considered as delay in completion of the project.
6. Due to disputes and claims raised on the title of the Owners to "**the Said Property**", which consequently results in claims on the **DEVELOPERS** which is payable to the prospective Purchaser of the saleable area in the said project, the **OWNERS** will compensate the **DEVELOPERS** to that extent. However the time lost due to the impediment, shall be taken into account and shall be adjusted towards the time required for the completion of the Development of the said project.

O. INDEMNITY & ASSURANCES BY DEVELOPER

1. The **DEVELOPERS** shall indemnify and keep the **OWNERS** fully indemnified and harmless against any loss or liability, cost, claim, demand, penalty, action or proceedings, that may arise against the **OWNERS** by

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reason of any failure on the part of the DEVELOPERS to discharge their liabilities/obligations or on account of any act of omission or commission in relation to the development of **"the Said Property"** or otherwise or arising out of development and/or the putting up of the construction, amenities and further the DEVELOPERS shall be fully liable and responsible to the Government, Statutory Authorities and all other Authorities for compliance of all the statutory requirements regarding development and construction of buildings in or upon **"the Said Property"**. The DEVELOPERS assured that, on receipt of all approvals and sanctions the DEVELOPERS shall develop **"the Said Property"**/construct the building in accordance with the approvals/sanctioned plans with internal and external services, walkways, roads, passages, amenities, facilities, fittings, fixtures, compounds, electrical works, water connections, sewers lines and pipes etc and secure an occupancy certificate(s). The DEVELOPERS further assures that the constructions shall be in accordance with the agreed Specifications and shall be of good quality.

2. Subsequent to the execution of this present Agreement, any dispute with respect to the said property arising due to any third party claims or encumbrances created by or due to the actions directly or indirectly attributed to the DEVELOPERS, the Developers shall be entitled to settle the same within 45 days from the date the dispute is raised. In the event the Developers are unable to settle the dispute within 45 days from the date of dispute, the OWNERS shall be entitled to claim damages amounting to Rs. 28,50,63,000/- (Rupees Twenty Eight Crores Fifty Lacs Sixty Three Thousand only) subject to deductions, along with the interest @ 9% per annum, calculated from the lapse of 45 days from when any such dispute has occurred, which is the amount based upon the allotted super built up area 2850.63 sq. mts. @ the minimum rate of Rs. 1,00,000/sq. mts. and thereafter upon receipt of the aforesaid amount along with interest, as mentioned

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above the Owners shall forfeit their respective units and the Developers shall be entitled for the entire share of the owners units and consequently the Owners shall execute agreements/deeds with respect to the entire share of the Owners Units in the said project and the said property in favour of the Developers or its assignees. The aforesaid amount is subject to a deduction to the extent of any amount received from prospective Purchasers by the Owners and obtained from the sale of their (Owners) units. In such an event upon the above-mentioned payment to the Owners, the Developers shall be entitled to the entire share of the unsold portion of the Owners units. The Developers shall become further entitled to the receivables from the Owners Units already agreed to be sold by the Owners. The Owners shall intimate in writing to their prospective purchasers of the Owners Units to further make payments under their respective Agreements for Sale/ Sale Deed by making provision to this effect in such Agreements for Sale/ Sale Deed. The Owners shall further ensure that all the liabilities and amounts payable by the Owners in respect of the Project are paid off and settled by them (prior to receipt of the amount from the Developers) and that the Developers shall in no manner be liable or responsible for the same. The Owners shall come forward to execute and register any instrument and/or document as may be required to effectuate the above consequences.

P. TIME IS OF THE ESSENCE

1. The DEVELOPERS agree that time is of the essence in this Agreement and save and except for reasons mentioned in above Clause, the DEVELOPERS must endeavour to complete the construction of the said Project and obtain the Full Occupancy Certificate within 30(thirty) months from the date of obtaining all relevant construction approvals with a further grace period of 6 (six) months extension due to force majeure. It is also agreed that the relevant construction approvals shall be obtained within a period of four months from signing this agreement.

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2. Notwithstanding the legal resources available to the Owner, in the event the DEVELOPERS fails to obtain all the relevant construction approvals within 4 months with an additional two months grace period from signing of this agreement. The said additional two months grace period shall be adjusted within the 30 months of projects completion period. If even after the completion of six months the Developers are unable to obtain the necessary licenses/approvals from the concerned authorities for commencement of the project the Owner shall be entitled to terminate this Agreement by refunding the sum of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only) to the Developers.

3. Notwithstanding the legal resources available to the Owner, in the event the DEVELOPERS fail to complete the development of the said project and obtain its occupancy certificate within 30 months, from the time of obtaining all the relevant construction approvals, then in such event, the Owners shall be entitled to give an extension of 8(Eight) months to Developer for completing the said Project with a compensation of Rs.8,00,000/- per month to be paid by the Developer to the Owners during such extended period of 8(Eight) months on or before 5th day of calendar month for the aforesaid 8(eight) months. After the 8(Eight) months extension the Owner shall be entitled to a compensation of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) per month for a further period of 6 (six) months to be paid by the Developer to the Owners on or before 5th day of calendar month for the aforesaid 6(six) months. In the event the Developer fails to complete the development of the said Project even after the completion of the above 6 (six) months extension or there is a default in payment of the above-mentioned compensation for two consecutive months, the Owner shall be entitled to terminate this Agreement. On termination of this Agreement the owners shall take

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over the completion of the said project and the Owners shall be entitled to the entire share of the unsold portion of the Developers units to the extent of the cost involved in completing the said project and considering that the Owners shall become further entitled to the receivables from the Developers units already agreed to be sold. The Developers shall intimate in writing to the prospective purchasers of the Developers Units to further make payments under their respective Agreements for Sale/ Sale Deed by making provision to this effect in such Agreements for Sale/ Sale Deed. The Developers shall further ensure that all the liabilities and amounts payable by the Developers in respect of the Project are paid off and settled by them and that the Owners shall in no manner be liable or responsible for the same. The Developer shall also pay to the Owners liquidated damages at Rs. 1,00,000/-per day, for each day of the Developer using the said Property from termination of this Agreement until the vacant and peaceful possession of the said Property and the project is handed over to the Owners. The said amount of Rs.1,00,000/- (Rupees One Lakh only) per day is not penalty and is reasonable, genuine, pre-estimate and agreed liquidated damages Pursuant to the above, neither of the parties shall have any right or obligation towards the other party. The Developers shall come forward to execute and register any instrument and/or document as may be required to effectuate the above consequences.

4. Save and except as provided in this Agreement, upon obtaining the occupancy certificates and handing over the Owners units the obligation and commitment of the Developers will be deemed been fulfilled in its entirety and free from any penalties and compensation.

Q. TRANSFER OF UNDIVIDED RIGHT/SHARE IN THE SCHEDULE PROPERTY TO DEVELOPER/OWNERS

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1. The DEVELOPERS along with the Owners, as confirming party in respect of the Developers Share/Units, and the Owners along with the Developers as confirming party in respect of the Owners Share Units, on obtaining sanction of development plan, license, approvals and plan for construction of the building, shall be entitled to enter into agreements to sell, transfer, lease and/otherwise dispose of the DEVELOPERS UNITS together with proportionate share of divided/undivided right/interest in land area in **"the Said Property"** as per terms of this agreement, with persons intending to own residential units and the consideration from such sale shall be received by the Developers / Owners respectively in accordance of the provisions of the Act and the Rules, more particularly stated hereinabove.
2. That on completion of the development of **"the Said Property"** and obtaining the occupancy/completion certificate the DEVELOPERS shall be entitled to execute sale deeds and all other documents of conveyance to effectively transfer and convey the DEVELOPERS UNITS and proportionate divided/undivided right, title and interest in **"the Said Property"** allocated to share of the DEVELOPERS.
3. The stamp duty, registration charges, legal fees and expenses in connection with the preparation and execution of the Deed/s if Conveyance and/or other documents relating to divided/undivided right/share in **"the Said Property"** corresponding to the DEVELOPERS UNITS to be conveyed to the DEVELOPERS and/or its nominee/s and assignee/s in term of this agreement shall be borne by the DEVELOPERS and/or its nominee/s and assignee/s and the same shall be borne by the owners on their share of the Owners area/units.
4. The capital gains tax, if any that may be leviable on the transfer of Undivided share in **"the Said Property"** corresponding to the DEVELOPERS UNITS to

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DEVELOPERS and/or its nominees under one or more documents or Capital gains tax arising from the sale of Owners UNITS shall be borne by the Owners while the DEVELOPERS shall meet all their tax liabilities arising on development of **"the Said Property"** and/or/sale/transfer of DEVELOPERS UNITS.

R. TAXES, MAINTENANCE, DEPOSITS, ETC. ON OWNERS UNITS/DEVELOPERS UNITS

1. The Owners and/or its transferees/assignees/nominees / prospective purchasers shall be liable to bear and pay all property taxes, rates and cesses and maintenance charges in proportion of its respective unit size, electricity and water charges and all other outgoings payable in respect of the residential apartments held by them from the OWNERS share/UNITS. It is further agreed that the same shall be proportionately paid by the respective apartment owners / prospective purchasers from the date of taking delivery of possession of the same as spelled out in clause 9.
2. The OWNERS and/or/its transferees/assignees/nominees may be liable, if need, to pay GST/VAT/Sales Tax on works contract, Service Tax on the OWNERS UNITS.
3. Cost of setting up any infrastructure facilities for services such as but not limited to electricity and water, Transformer costs and its maintenance costs, Public Water Supply infrastructure cost, maintenance Society formation costs etc shall be borne by the respective Purchasers or the Owners or the Developers with respect to their respective Units.

S. COMMON AMENITIES AND MAINTENANCE CHARGES:

1. The DEVELOPERS shall be developing **"the Said Property"** into a Residential Enclave by laying internal

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roads/driveways and other areas of common enjoyment. The Owners/occupants/ prospective purchasers of the OWNERS Share/UNITS and DEVELOPERS /Prospective purchasers/occupants of the DEVELOPERS UNITS shall be entitled to make use of all such common amenities provided in the sanctioned development/enclave/layout including the right to enjoy all common areas such as roads/passages/terraces etc. and to such additions as may be added from time to time by amending the sanctioned plans. The Owners/occupants/Owners of the OWNERS UNITS and DEVELOPERS /Owners/occupants of the DEVELOPERS UNITS shall have the right to use all the internal roads/driveways, common areas, amenities and facilities without any obstruction from anyone, subject to sharing expenses for maintenance of all these common amenities.

2. It is hereby agreed by the OWNERS and the DEVELOPERS that from the date the development is complete in all respects and the OWNERS UNITS is ready for occupation for which a notice has been sent to the OWNERS in accordance with the herein above, whether possession of the same is taken by the OWNERS or not, the OWNERS and/or its nominee(s)/transferee(s) shall bear and pay proportionate maintenance expenses for the maintenance of common areas and facilities and all outgoings on general expenses in respect of **"the Said Property"** such as insurance, tax/es, electricity and water tax/es and charges/s or deposits in respect of meters, maintenance charges, security charges and all other costs and expenses connected with maintenance and its common area/facilities. It is also agreed that the Developer shall also simultaneously from the time the Occupation Certificate is obtained, contribute towards the proportionate maintenance expenses for the maintenance of common areas and facilities and all outgoings on general expenses in respect of said project against the Developers respective unsold units

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only and the same shall be applicable to the owners with respect to their unsold units

T. FORMATION OF ORGANISATION/ENTITY:

As mutually agreed between the DEVELOPERS and OWNERS shall assist in forming a Association/ maintenance society (herein referred to as "the Organisation") for maintaining "the Said Property" and the SAID PROJECT. 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 Organisation. Owners/occupants/Owners of the OWNERS UNITS and DEVELOPERS /Owners/occupants of the DEVELOPERS UNITS shall all contribute proportionately towards the formation of the said Organisation.

U. FINANCE

The OWNERS hereby give their express consent to the prospective purchasers of the Developers units, to receive money/ finance by raising any loans, mortgage, or creating a charge or security interest against the Unit they intend to Purchase and its corresponding undivided share of land in favour of Bank(s), Financiers, Financial Companies and/or other financial institution(s) etc.

The DEVELOPERS shall have no right to sell or create any third party rights or mortgage with respect to the units agreed to be allotted to the Owners.

However post completion, the Developers shall be entitled to receive money/ finance by raising any loans, mortgage, or creating a charge or security interest against the Developers respective apartment and share of land.

V. ADDITIONAL WORK:

The DEVELOPERS may at their discretion agree to execute additional items of work (other than those specified in the specifications annexed hereto) as required by the OWNERS on a separate and mutually agreed terms/and/or rates or that the OWNERS shall be at liberty to get any additional items of work done by their own agency only after possession is handed over to them by the DEVELOPERS. The time

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taken for undertaking such additional work shall be added to the time stipulated for completion of construction of the OWNERS UNITS if the same is undertaken by the DEVELOPERS.

W MISCELLANEOUS:

1. The valid rights and obligations of each party shall continue and subsist even after the completion of the SAID PROJECT subject to the termination clause.
2. The OWNERS do 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 DEVELOPERS.
3. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
4. The parties hereby agree that any stipulations/clauses as per the draft Agreement of the Real Estate Regulation Act, Goa Rules which aren't incorporated herein are deemed to have been accepted by the parties herein.
5. The Owners and the Developer shall execute this present Agreement in duplicate and original of the same after registration shall be retained by the

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Developers and the duplicate copy shall be retained by the Owners..

X. INTERPRETATION:

This Agreement shall not be construed as a Partnership between the parties herein and shall be on a principal to principal basis.

Y. ADVERTISEMENT:

Upon obtaining relevant construction/plan approval for the development of "**the Said Property**", the DEVELOPERS shall be entitled to advertise for sale and disposal of the Units in "**the Said Property**" and to publish in the Newspapers/place advertisements on the internet, calling for response from prospective purchasers and in terms of this Agreement.

Z. SPECIFIC PERFORMANCE:

In the event of breach by either party, the other party (the aggrieved party) shall be entitled to specific performance and also be entitled to recover all expenses incurred as a consequence of such breach from the party committing breach;

A.I. AMENDMENT:

No Decision or exercise of discretion/judgment/opinion/approval of any matter arising out of or contained in this Agreement shall be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the parties.

A.2. WAIVERS:

The failure by either parties to enforce any term or for any period, or any one or more of the terms or conditions of this Agreement will not be construed as waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

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A.3. NOTICE AND ADDRESSES:

All letters, notices, communications to the DEVELOPERS and the OWNERS, by or under this agreement or otherwise shall be addressed and sent to:

To the DEVELOPERS

RVJ TRADING PRIVATE LIMITED

303 & 304, B&F Habitat, 3rd Floor, Canca Parra By Pass Road, Khorlim, Xim, Mapusa, Bardez - Goa, 403507

Email: info@rvjtpl.in

to the OWNERS, addressed and sent to :

Mapusa Goa Enterprises

417, Makers Chambers V, 4th Floor, Nariman Point, Mumbai - 400021

Email: gg@ndmil.com and hanigarg@me.com

Email shall also be considered as a valid service

Any change in the above address shall be notified by the concerned party to the other party, in writing. Until and unless the communication of such change in address is received by the other party the above address shall be deemed to the valid and existing address of the parties. Any letters, reminders, notices, documents, papers or communication etc. sent on the above address or the changed address (subject to the immediately above preceding clause) by REGISTERED AD or Under Certificate of Posting shall be deemed to have been lawfully served and received by the respective parties.

A.IV. JURISDICTION:

It is hereby mutually agreed between the parties, that in case of any disputes amongst the parties, the said dispute shall be referred to Arbitrator having his seat at GOA each to be appointed by each of the parties and incase they fail then a neutral person acceptable to both the parties shall be appointed whose decision shall be final. The entire proceedings shall be received by and all the parties shall

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abide by the Arbitration Act, 1996. Further, the language for the Arbitration shall be English language,

It is hereby clarified and agreed that this Deed supersedes all previous arrangements / deeds / understandings and representations, written and oral between the Parties hereto and that this Deed shall alone govern the rights and obligations of the Parties hereto.

It is hereby mutually agreed between the parties, that the original agreements hereof duly stamped and signed and shall be registered in the Office of the Sub Registrar of Bardez at Mapusa shall remain in custody of the DEVELOPERS. The Owners/First party shall be given a certified true copy of this present Agreement.

SCHEDULE I-A

All that immovable property known as "VANGOR BATTA" or 'ESSODEACHEM BATTA' or 'PAUDISTACHEM BATTA', situated at Ward Cunchelim, within the limits of Mapusa Municipal Council, sub district of Bardez Taluka, District of North Goa, State of Goa, surveyed under chalta no.21-D-1 of P.T. Sheet 10 of Mapusa City survey records and admeasuring 5916 sq. mts. The aforesaid Property is described in the Land Registrar office of Bardez under. No.9541 at Folio 54 of B-25 (New) and enrolled in the Taluka Revenue Office under Matriz no. 748 of 3 Circumscription. Chalta no. 21-D-1 is bounded as under

North: By chalta no. 21, 21-E & 21-E-3 of P.T. Sheet no. 10;

South: By survey no. 78/3 of P.T. Sheet no. 11;

East: By chalta no. 21, 21-D-2 & 21-C of P.T. Sheet no. 10;

West: By chalta no. 21-E, 21-E-2 & 21-E-3 of P.T. Sheet no. 10;

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SCHEDULE - I-B

All that immovable property known as "VANGOR BATTA" or 'ESSODEACHEM BATTA' or 'PAUDISTACHEM BATTA', situated at Ward Cunchelim, within the limits of Mapusa Municipal Council, sub district of Bardez Taluka, District of North Goa, State of Goa, surveyed under chalta no 21-D-2 of P.T. Sheet 10 of Mapusa City survey records and admeasuring 552 sqmts. The aforesaid properties are described in the Land Registrar office of Bardez under No.9541 at Folio 54 of B-25 (New) and enrolled in the Taluka Revenue Office under Matriz no. 748 of 3 Circumscription. Chalta no. 21-D-2 is bounded as under;

North: By road;

South: By chalta no. 21 & 21-D-1 of P.T. Sheet no. 10;

East: By chalta no. 21-D of P.T. Sheet no. 10;

West: By chalta no. 21-E & 21-D-1 of P.T. Sheet no. 10;

SCHEDULE - II**(SCHEDULE OF THE OWNERS UNITS)**

- i) One (1no.) 1BHK residential apartment, bearing no. A-203 having a super built-up area of 73.70 sq.mts and carpet area of 57.83 sq.mts. on the second floor, Block A along with one car parking space.
- ii) One (1no.) 3BHK residential apartment, bearing no. A-301 having a super built-up area of 227.83 sq.mts and carpet area of 200.07 sq.mts. on the third floor, Block A along with one car parking space.
- iii) One (1no.) 2BHK residential apartment, bearing no. B-101 having a super built-up area of 115.63 sq.mts and carpet area of 98.42 sq.mts. on the first floor, Block B along with one car parking space.
- iv) One (1no.) 2BHK residential apartment, bearing no. B-204 having a super built-up area of 111.41 sq.mts and

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- carpet area of 94.32 sq.mts. on the second floor, Block B along with one car parking space.
- v) One (1no.) 2BHK residential apartment, bearing no. B-304 having a super built-up area of 111.41 sq.mts and carpet area of 94.32 sq.mts. on the third floor, Block B along with one car parking space.
- vi) One (1no.) 2BHK residential apartment, bearing no. B-401 having a super built-up area of 171.80 sq.mts and carpet area of 154.79 sq.mts. on the fourth floor, Block B along with one car parking space.
- vii) One (1no.) 2BHK residential apartment, bearing no. B-403 having a super built-up area of 174.17 sq.mts and carpet area of 156.33 sq.mts. on the fourth floor, Block B along with one car parking space.
- viii) One (1no.) 2BHK residential apartment, bearing no. C-101 having a super built-up area of 115.58 sq.mts and carpet area of 98.42 sq.mts. on the first floor, Block C along with one car parking space.
- ix) One (1no.) 2BHK residential apartment, bearing no. C-103 having a super built-up area of 119.50 sq.mts and carpet area of 101.30 sq.mts. on the first floor, Block C along with one car parking space.
- x) One (1no.) 2BHK residential apartment, bearing no. C-202 having a super built-up area of 112.19 sq.mts and carpet area of 94.32 sq.mts. on the second floor, Block C along with one car parking space.
- xi) One (1no.) 2BHK residential apartment, bearing no. C-302 having a super built-up area of 112.19 sq.mts and carpet area of 94.32 sq.mts. on the third floor, Block C along with one car parking space.
- xii) One (1no.) 2BHK residential apartment, bearing no. C-304 having a super built-up area of 111.36 sq.mts and

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- carpet area of 94.32 sq.mts. on the third floor, Block C along with one car parking space.
- xiii) One (1no.) 2BHK residential apartment, bearing no. C-403 having a super built-up area of 202.87 sq.mts and carpet area of 185.13 sq.mts. on the fourth floor, Block C along with one car parking space.
- xiv) One (1no.) 2BHK residential apartment, bearing no. D-101 having a super built-up area of 115.62 sq.mts and carpet area of 98.41 sq.mts. on the first floor, Block D along with one car parking space.
- xv) One (1no.) 2BHK residential apartment, bearing no. D-103 having a super built-up area of 116.45 sq.mts and carpet area of 98.41 sq.mts. On the first floor, Block D along with one car parking space.
- xvi) One (1no.) 2BHK residential apartment, bearing no. D-204 having a super built-up area of 112.23 sq.mts and carpet area of 94.31 sq.mts. on the second floor, Block D along with one car parking space.
- xvii) One (1no.) 2BHK residential apartment, bearing no. D-303 having a super built-up area of 112.23 sq.mts and carpet area of 94.31 sq.mts. on the third floor, Block D along with one car parking space.
- xviii) One (1no.) 2BHK residential apartment, bearing no. D-402 having a super built-up area of 173.73 sq.mts and carpet area of 155.90 sq.mts. on the fourth floor, Block D along with one car parking space.
- xix) One (1no.) 1BHK residential apartment, bearing no. E-104 having a super built-up area of 78.28 sq.mts and carpet area of 62.32 sq.mts. on the first floor, Block E along with one car parking space.
- xx) One (1no.) 1BHK residential apartment, bearing no. E-201 having a super built-up area of 74.98 sq.mts and

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carpet area of 58.78 sq.mts. on the second floor, Block E along with one car parking space.

xxi) One (1no.) 1BHK residential apartment, bearing no. E-203 having a super built-up area of 74.37 sq.mts and carpet area of 58.78 sq.mts. on the second floor, Block E along with one car parking space.

xxii) One (1no.) 3BHK residential apartment, bearing no. E-301 having a super built-up area of 233.10 sq.mts and carpet area of 204.95 sq.mts. on the third floor, Block E along with one car parking space.

SCHEDULE - III
(CONSTRUCTION SPECIFICATIONS)
Detailed Specifications

Structure- The skeleton of beams, columns and slabs shall be of Reinforced cement concrete, having earthquake resistant design and which consists of high quality steel rods, cast along with M20 grade of concrete.

Walls- The external walls will be made up of laterite stone blocks/clay/brick blocks, coated with a double layer of sand faced cement plaster and coated with paint. The internal walls are made up of clay bricks, coated with a single layer of sand faced plaster (if required) or rendered with cement plaster/gypsum plaster, primer and paint.

Water Proofing- Chemical compound treatment shall be applied, to the roof slabs, Basement, toilet sunken portions and all other areas that need waterproofing. .

Water proofing for Roof Slab - Sloping - A layer of waterproofing sheet "Velti sun" shall be used and then covered with Fibre sheets.

Flooring- Vitrified Tiles shall be used for flooring with the skirting shall be of the same tile.

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Bathroom tiles for walls and flooring- Flooring shall be of non-skid ceramic tiles. Walls will have glazed tiles up to ceiling height.

Woodwork- a) Main Door: The Main doorframe and the shutter shall be of Teak wood and they shall be polished/Painted.

b) Internal doors: Frame will be of good quality hard wood. Door shall be of Fibre skinned/ compressed doors and the same, shall be painted.

c) French doors/shutters shall be of white UPVC

d) Window frames and shutters shall be of white UPVC

All windows, shall be provided with shutters glazed with distortion free float glass.

Woodwork Fittings- All fittings such as handles, tower bolts and hinges will be of S.S. Mortise locks shall be (in S.S finish) on all bedroom doors.

Electrical fittings- All wiring will be multi-strand, fire resistant, and double insulated and concealed. 3-phase power, will be provided, along with adequate number of light points, fan points, power points, switches and sockets in each room. In the living and bedrooms, ACs provision shall be provided.

Sanitary fittings- The entire plumbing system will be completely concealed. All sanitary fittings such as cisterns and washbasins shall be of Jaquar or equivalent brand and will be made of ceramic with White as the base colour. Washbasins and showers shall be provided with hot and cold mixer taps. All Faucets shall be of Jaquar or equivalent brand and having chrome finish. The Master Bathroom and all other bathrooms shall be provided with shower curtains.

Kitchen Platform- The kitchen platform shall be a civil kitchen having polished granite with a wall tile backdrop. A Single bowl (medium size) sink shall be provided along with hot & cold mixer taps. Built in power sockets for fridge,

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microwave, oven, hob and washing machine shall be provided. Plumbing provision for washing machine shall also be provided. (*Appliances etc not provided*)

Paint- Exterior surfaces shall be painted with weatherproof paint and the interior surfaces with acrylic emulsion.

Pathways- The garden pathways will be paved with stone slabs and illuminated with lighting.

Water Supply- through CPVC pipes down take from an overhead storage tank and ground level sump tank of adequate capacity fed by Government water department.

Landscaping- The entire area around the project shall be landscaped adequately.

Generator set for the project- Power back up will be provided for the Elevators, Pumps, common areas and **one light and one fan point in every room.**

IN WITNESS WHEREOF the parties have hereunto signed this Agreement of Development at Mapusa, Goa, on the day, month and year first above mentioned.

RVJ Trading Pvt Ltd


Director

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PARTNER

SIGNED, SEALED and DELIVERED by the
within named Owners/First party
MAPUSA GOA ENTERPRISES represented
by its partner no. 1








MAPUSA GOA ENTERPRISES






Anirudh
PARTNER.

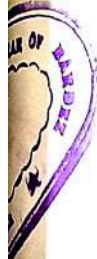
(Mr. Anirudh Garg)

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Right Hand

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J3
Director

MAPUSA GOA ENTERPRISES

A
PARTNER.

SIGNED, SEALED and DELIVERED by the
within named DEVELOPERS/Second
party R V J TRADING PVT. LTD
represented by its Director



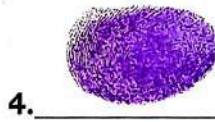
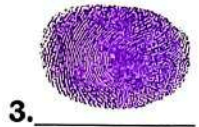
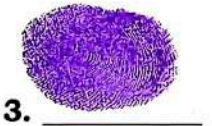
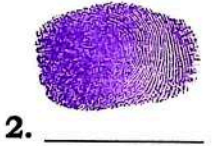
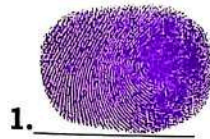
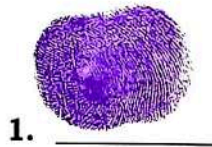
RVJ Trading Pvt Ltd

J Braganca
Director

(MR. JOSE MARTINHO BRAGANCA alias
MR. JOSE MARTINHO BRAGANZA)

Left Hand

Right Hand




RVJ Trading Pvt Ltd

J
Director


MAPUSA GOA ENTERPRISES

A
PARTNER

IN THE PRESENCE OF WITNESSES:-

1. 

(Kevin Breganze)
Hno 220-A/2/6
Mapusa - Goa

2. 

CHERYL FERMINA PERBIRA
H.142. Aframento Vaddy
Siolim, Bardez, Goa
403517

RVJ Trading Pvt Ltd


Director

MAPUSA GOA ENTERPRISES
MAPUSA GOA

PARTNER



PROPOSED 25.00M WIDE ROAD

6.00M WIDE ROAD

6.00M WIDE ROAD

6.00M WIDE ROAD

6.00M WIDE ROAD

6.00M WIDE ROAD

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PARKING COVERED WITH FABRICATED ROOF



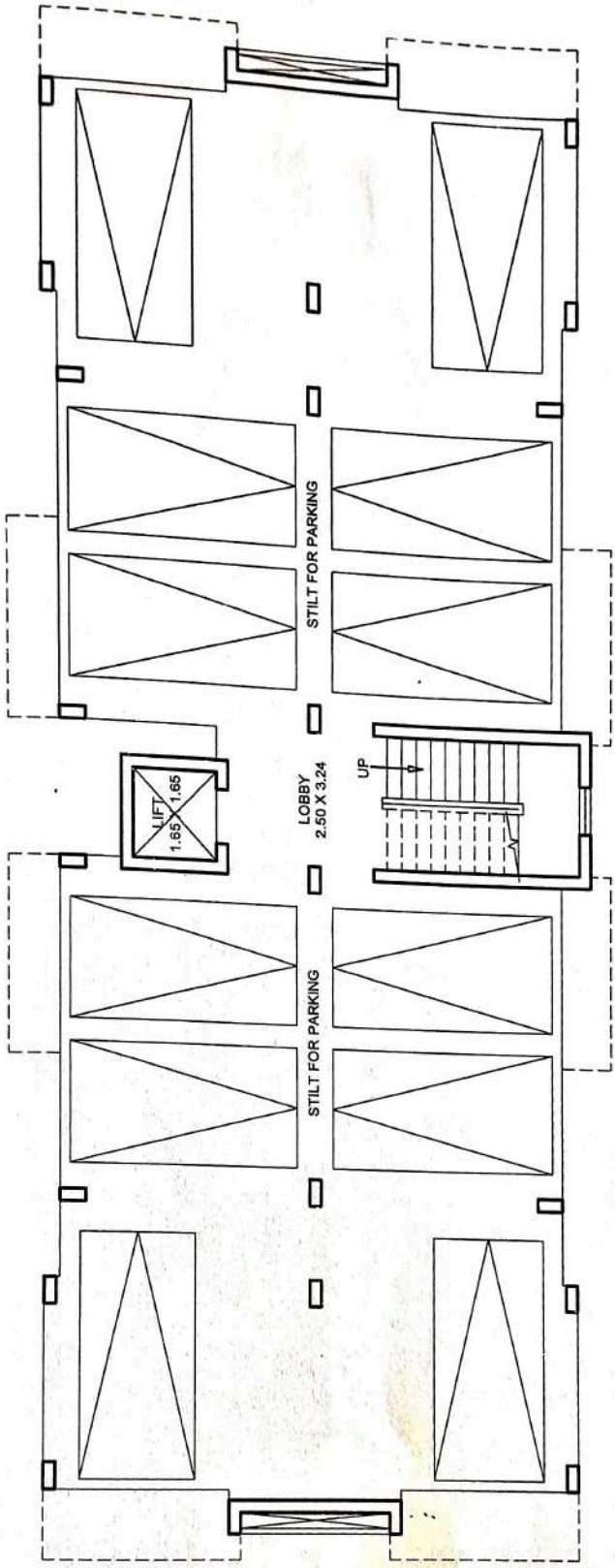
U L Y S I S
ARCHITECTURAL , INTERIOR & LANDSCAPE CONSULTANTS.
201 - A-SECOND FLOOR, MATHIAS PLAZA,
PANJIM - GOA 403001
PH - 2421950

PROPOSED RESIDENTIAL PROJECT AT CUCHELIM
SITE PLAN AS PER GOVT. SURVEY

RVJ Trading Pvt Ltd

13
Director

PAPER
PAPER
MAPUSA GOA ENTERPRISES



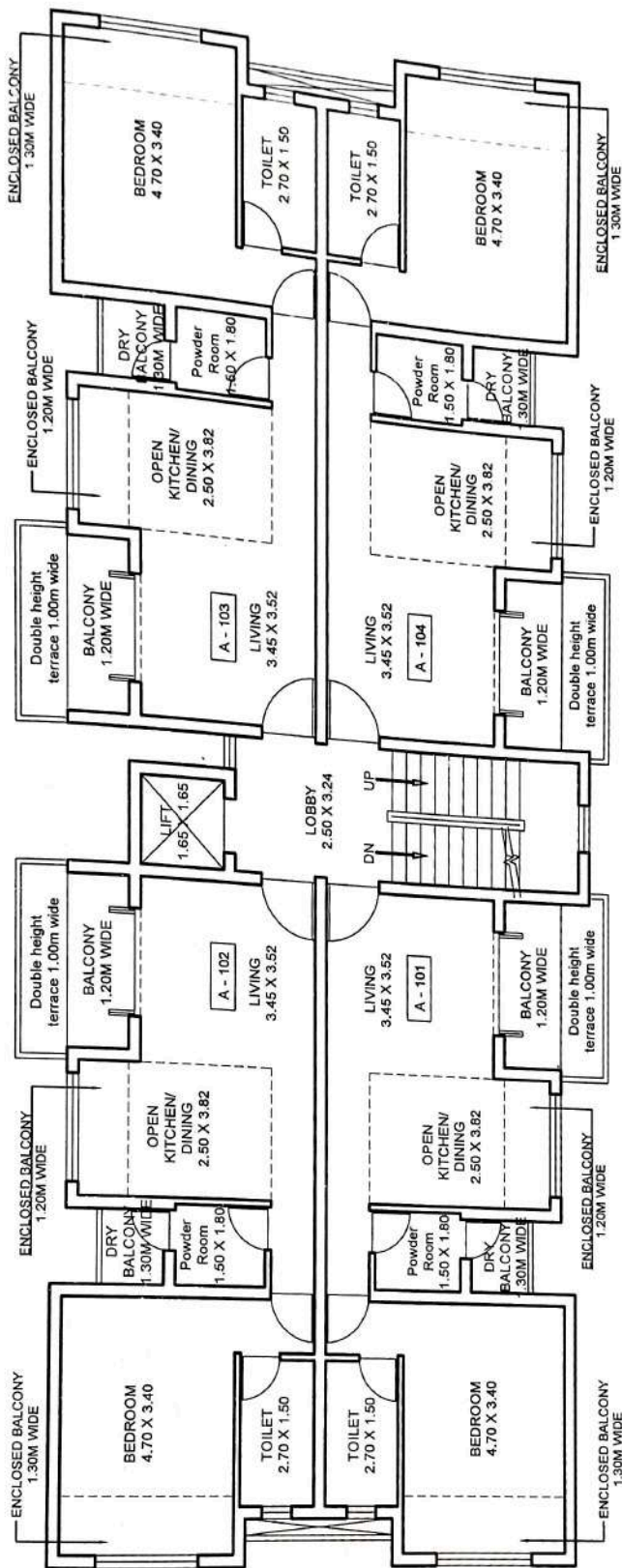
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 #.201 - A, SECOND FLOOR, MATHIAS PLAZA,
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 PH - 2421950

PROPOSED RESIDENTIAL PROJECT AT CUCHELIM
BLOCK A - STILT FLOOR PLAN

RVJ Trading Pvt Ltd

RB
 Director

PARTNER - *[Signature]*
 MAPUSA CONSULTANTS



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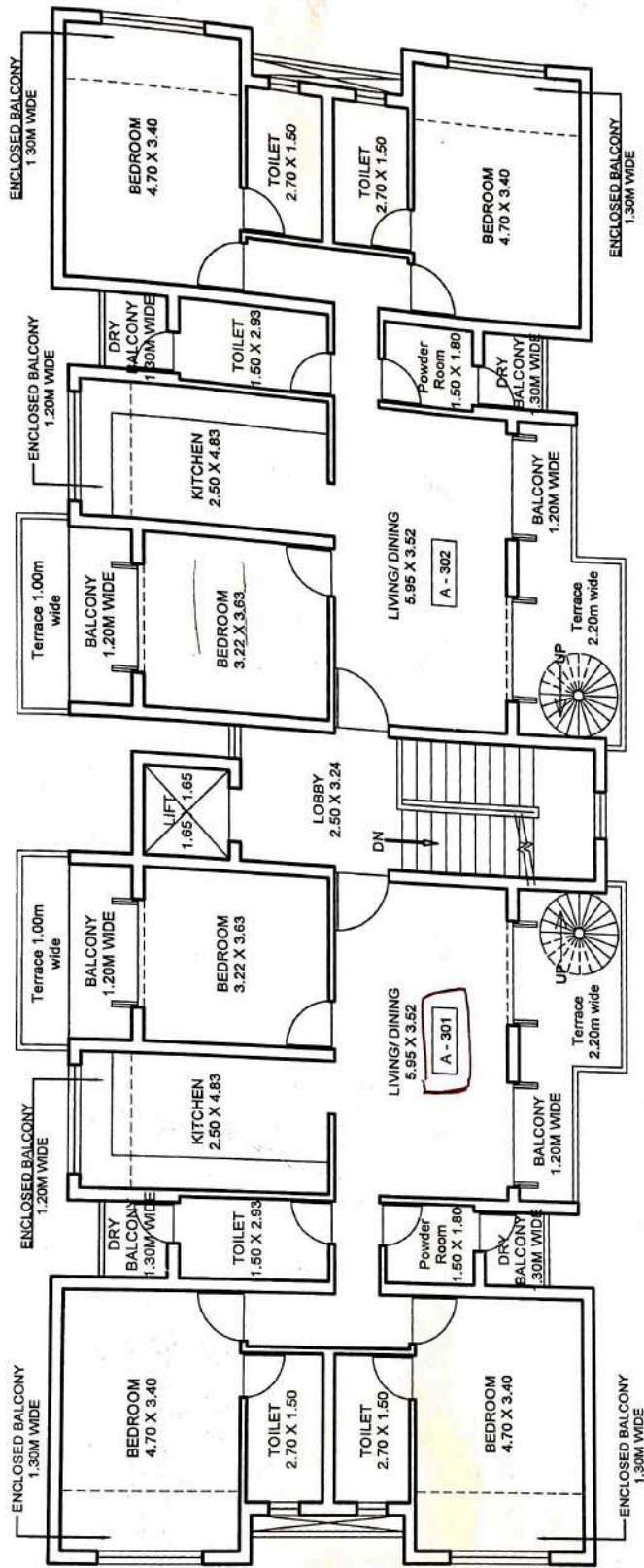
**PROPOSED RESIDENTIAL PROJECT AT CUCHELIM
 BLOCK A - FIRST FLOOR PLAN**

RVJ Trading Pvt Ltd

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13
 Director


 PARTNER.



JULYSIS
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 PANJIM - GOA 403001
 PH. - 2421950

PROPOSED RESIDENTIAL PROJECT AT CUCHELIM
BLOCK A - THIRD FLOOR PLAN

RVJ Trading Pvt Ltd

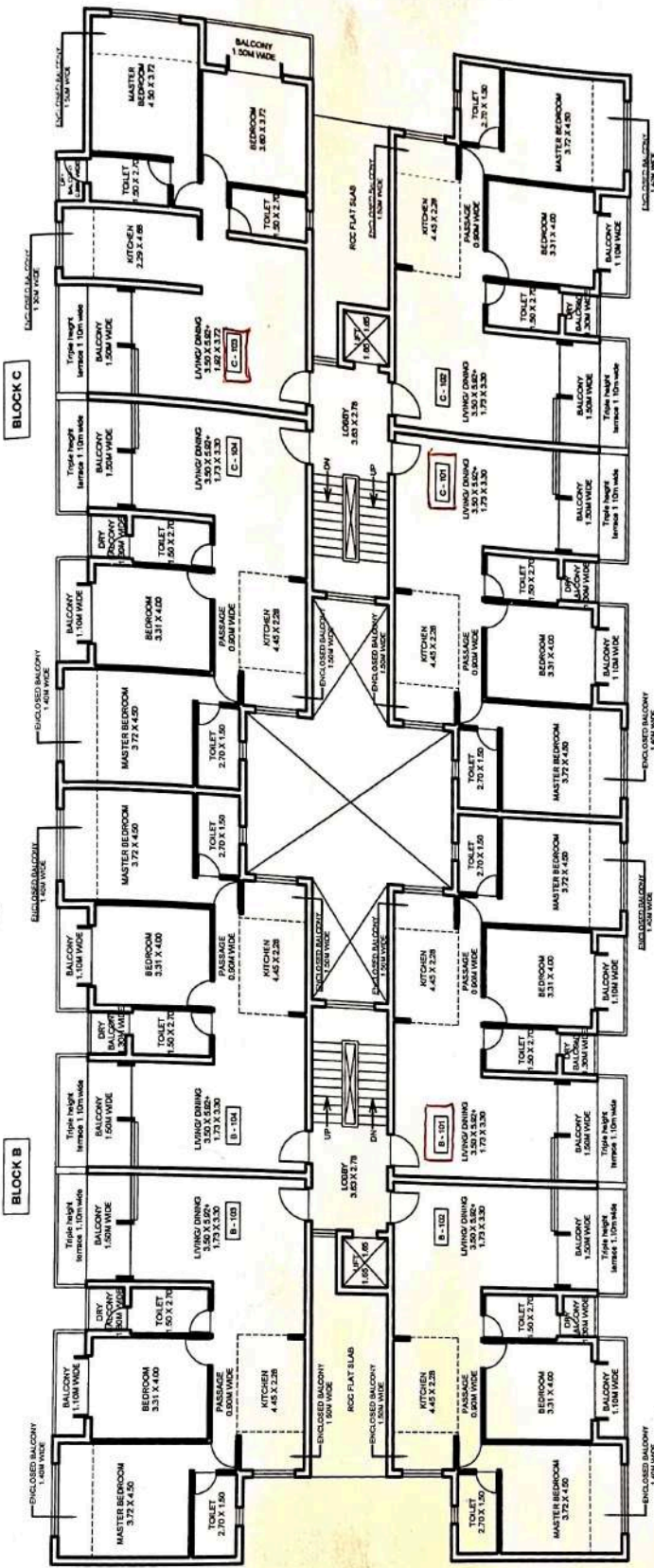
J3
 Director

MAPUSA GOA ENTERPRISES
A
 PARTNER.



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Director

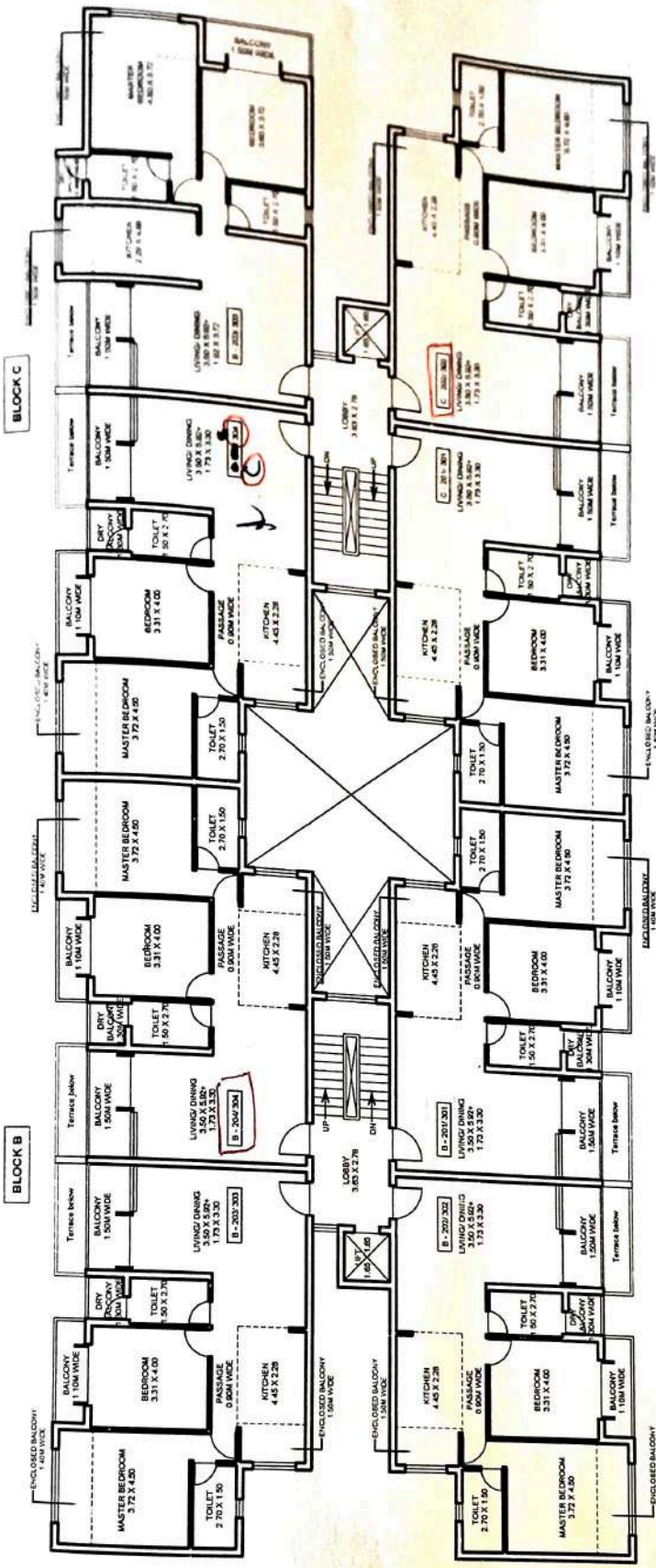


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PARTNER.

PROPOSED RESIDENTIAL PROJECT AT CUCHELM
BLOCK B & C - FIRST FLOOR PLAN

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201 - A SECOND FLOOR, MATHIAS PLAZA,
PANJIM - GOA 403001
PH. - 2421950



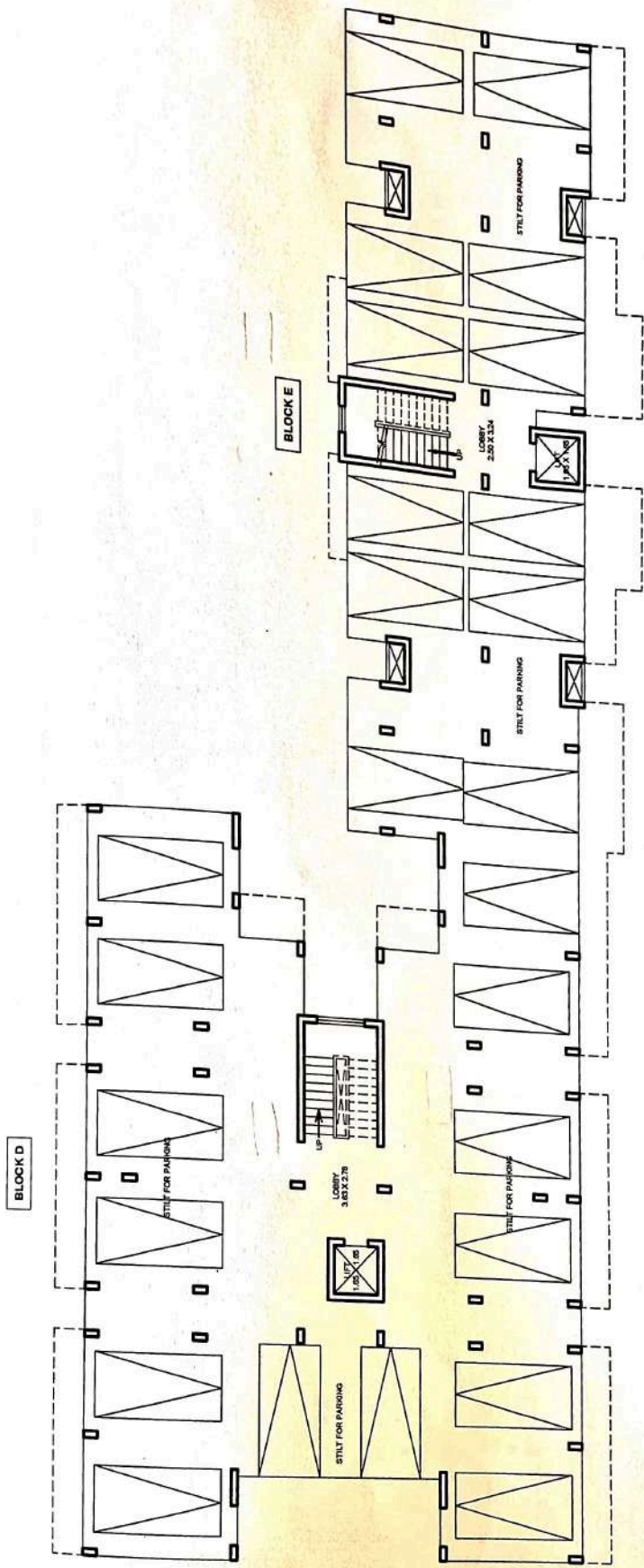
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 PANJIM - GOA 403001
 PH - 24219550

PROPOSED RESIDENTIAL PROJECT AT CUCHELIM
BLOCK B & C - TYPICAL SECOND & THIRD FLOOR PLAN

RVJ Trading Pvt Ltd

13
 Director

MPUSH CONSULTANTS PARTNER



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 #.201 - A, SECOND FLOOR, MATHIAS PLAZA,
 PANJIM - GOA 403001
 PH - 2421950

PROPOSED RESIDENTIAL PROJECT AT CUCHELIM
BLOCK D & E - STILT FLOOR PLAN

RVJ Trading Pvt Ltd

MAPUSA GOA ENTERPRISES

J3
 Director

A
 PARTNER

RVJ Trading Pvt Ltd

Director

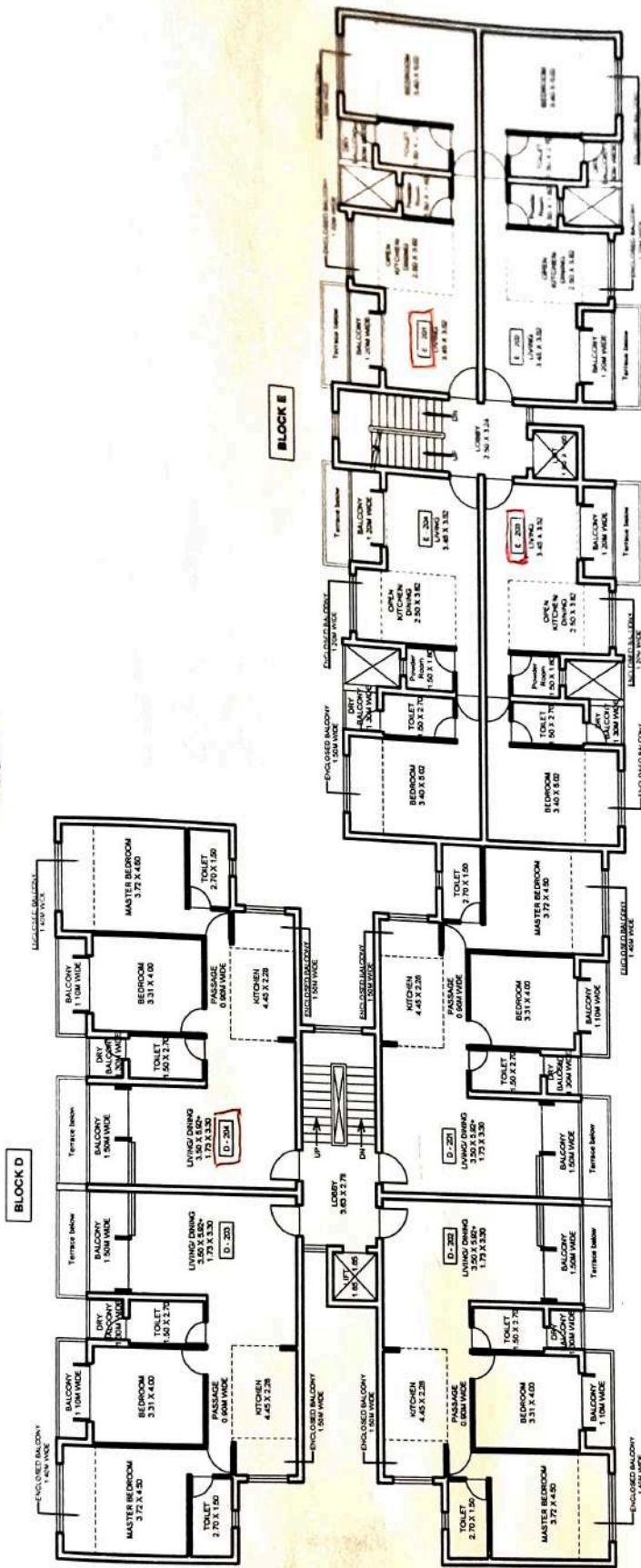
MAPUSA GOA ENTERPRISES

PARTNER.



**PROPOSED RESIDENTIAL PROJECT AT CUCHELIM
BLOCK D & E - FIRST FLOOR PLAN**

U L Y S I S
 ARCHITECTURAL, INTERIOR & LANDSCAPE CONSULTANTS.
 # 201 - A, SECOND FLOOR, MATHIAS PLAZA,
 PANJIM - GOA 403001
 PH - 2421950



RVJ Trading Pvt Ltd

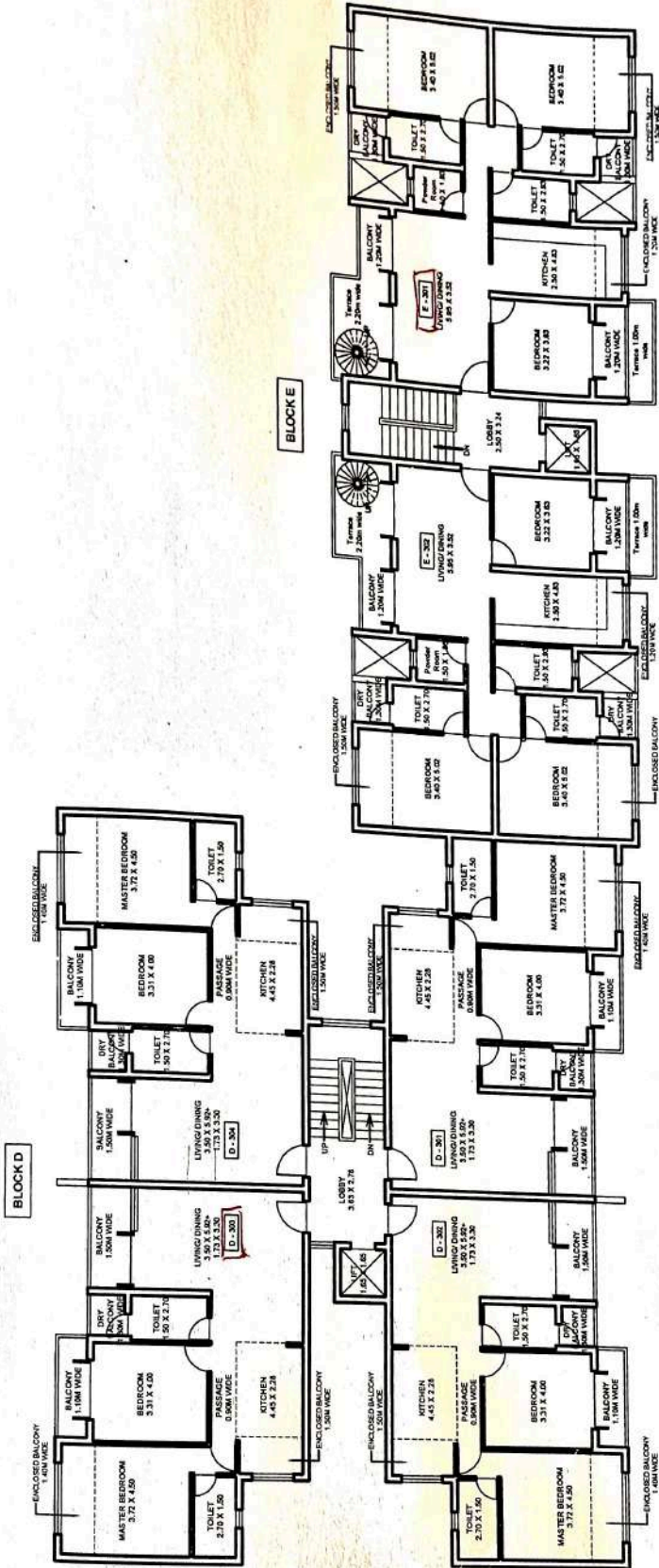
MAPUSA GOA ENTERPRISES

Director

PARTNER.

PROPOSED RESIDENTIAL PROJECT AT CUCHELM
BLOCK D & E - SECOND FLOOR PLAN

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 PANJIM - GOA 403001
 PH : 2421950



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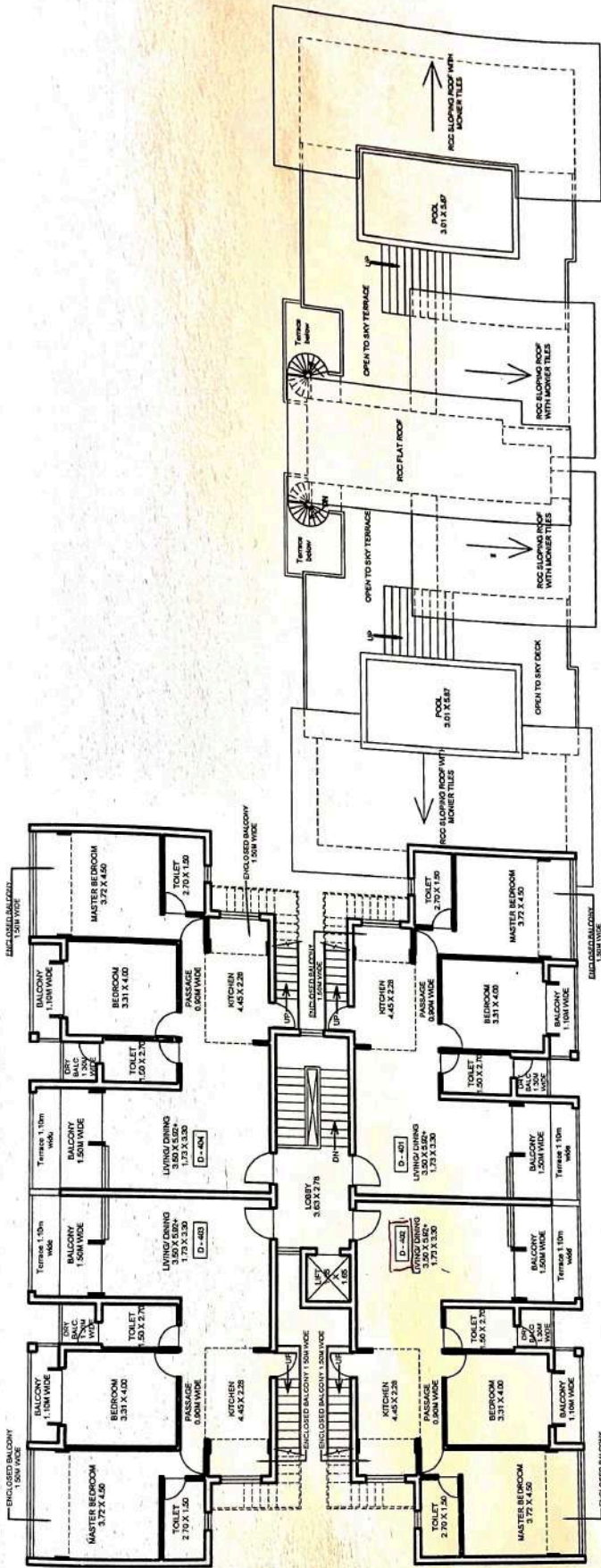
13
Director

MAPUSA GOA ENTERPRISES

[Signature]
PARTNER.

U L Y S I S
ARCHITECTURAL, INTERIOR & LANDSCAPE CONSULTANTS.
201 - A, SECOND FLOOR, MATHIAS PLAZA,
PANJIM - GOA 403001
PH. - 2421950

PROPOSED RESIDENTIAL PROJECT AT CUCHELMIM
BLOCK D & E - THIRD FLOOR PLAN



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 ARCHITECTURAL , INTERIOR & LANDSCAPE CONSULTANTS.
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 PANJIM - GOA 403001
 PH. - 2421950

PROPOSED RESIDENTIAL PROJECT AT CUCHELIM
BLOCK D & E - FOURTH FLOOR PLAN

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13
 Director

MAPUSA GOA ENTERPRISES

[Signature]
 PARTNER.



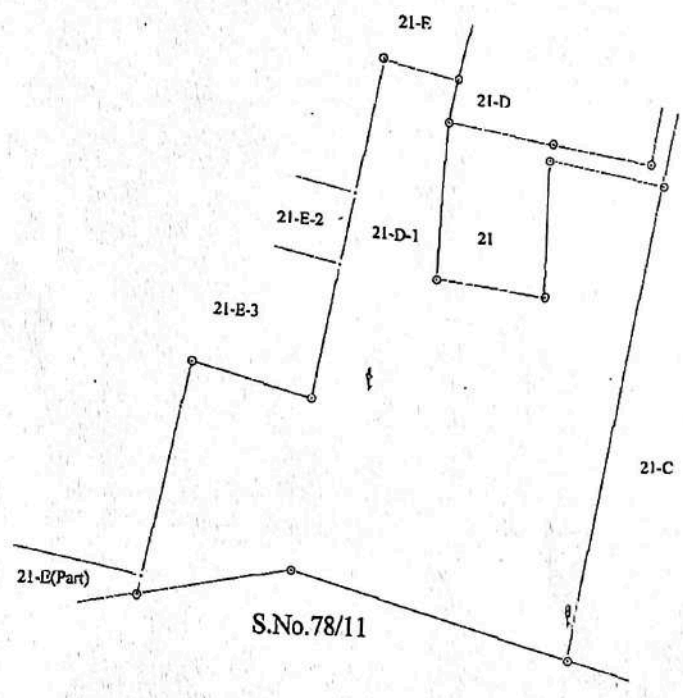
GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MAPUSA - GOA



Plan Showing plots situated at
 City : CUNCHELIM
 Taluka : BARDEZ
 P.T.Sheet No.10 /Chalta No. 21-D-1
 Scale :1:1000

Inward No: 5472

(Rajesh B. Pai Kuchelkar)
 Inspector of Survey &
 Land Records.



EM

Generated By : Pratap Moulsekar (D'Man Gr. II)
 On : 09-07-2019

Compared By:

RVJ Trading Pvt Ltd

IB
 Director

MAPUSA GOA ENTERPRISES

A
 PARTNER.



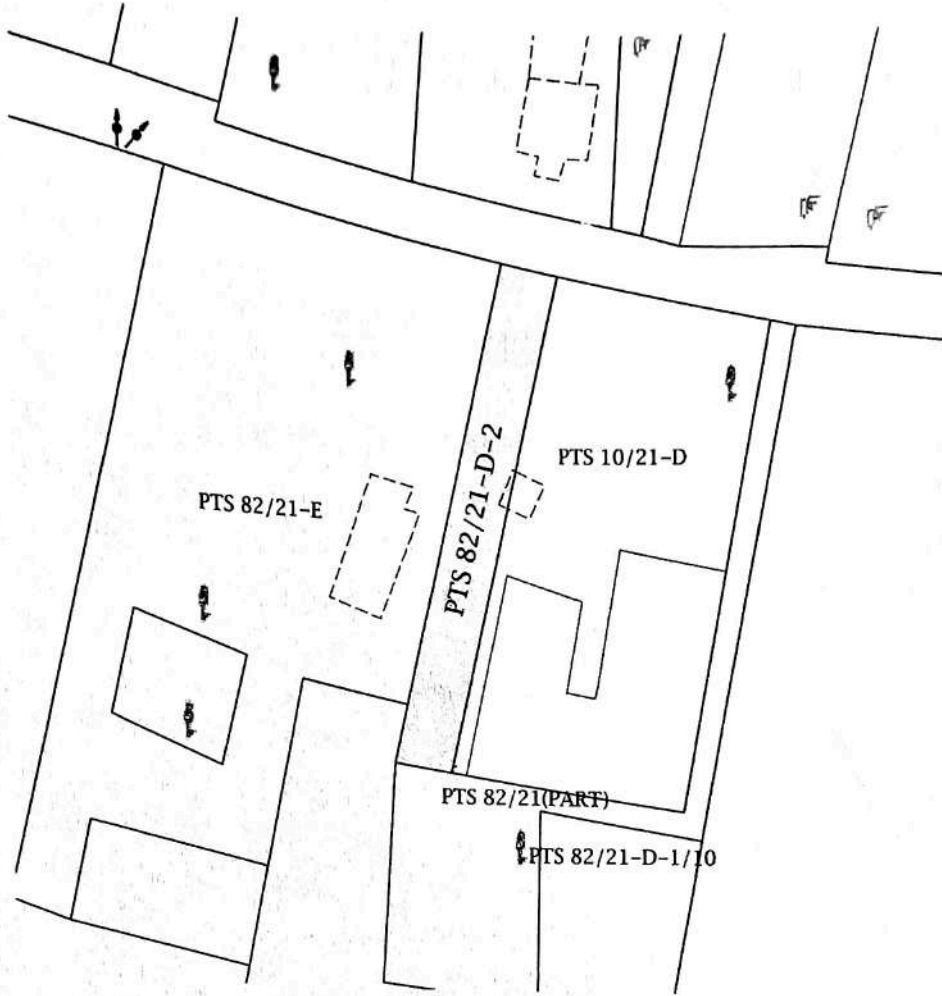
Government Of Goa
 Directorate of Settlement and Land records
 Plan

Appln date: 22-05-2023

Ref. No. :123-12890



Scale 1:1000



CITY: CUNCHELM
 PLOTS NO: 10
 LOCALITY NO: 21-D-2

RVJ Trading Pvt Ltd


 Director

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 PARTNER

Report Generated By: Priti Zoivonta Gad

Print Size : A4

This record is computer generated on 24/05/2023 12:41:29 as per Online Ref No.123-12890. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>.

Mr. Nilesh B. Naik Mah/3016/03

Mr. Kevin J. Braganza Mah/5438/09

Mr. Snehank B. Sadekar Mah/2207/16

Miss. Tanvi D. Dhavjekar Mah/3320/16

Miss. Dikshita V. Gadekar Mah/4135/19



1 Anthony P. Braganza

Mah/383/74

Advocate & Associates

Office :

Comunidade Building, Near Church,
Mapusa, Bardez - Goa.

Phone : 2252760 / 2250294

E-mail : anthony2braganza@gmail.com

06/06/2023

TITLE REPORT

At the instance of **MR. JOSE MARTINHO BRAGANZA**, Director of BRAGANZA & FULARI Ventures Pvt. Ltd, I proceed to scrutinize the documents placed in my hands, for my scrutiny and opinion in respect of the property surveyed under chalta no.21-D-1 admeasuring 5916 sq. mts and under chalta no 21-D-2 admeasuring 552 sqmts both of P.T. Sheet 10 of Mapusa City survey records., which is within the limits of village Mapusa Municipal Council, Sub District of Bardez Taluka, District of North Goa, State of Goa.

SCHEDULE - I

All that immovable property known as "VANGOR BATTA" or 'ESSODEACHEM BATTA' or 'PAUDISTACHEM BATTA', situated at Ward Cunchelim, within the limits of Mapusa Municipal Council, sub district of Bardez Taluka, District of North Goa, State of Goa, surveyed under chalta no.21-D-1 admeasuring 5916 sq. mts of P.T. Sheet 10 of Mapusa City survey records. The aforesaid properties are described in the Land Registrar office of Bardez under. No.9541 at Folio 54 of B-25 (New) and enrolled in the Taluka Revenue Office under Matriz no. 748 of 3 Circumscription. The aforesaid property shall be herein

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13
Director

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PARTNER.

be referred to as **"THE SAID PROPERTY - I"** and is bounded as under;

North: By chalta no. 21, 21-E & 21-E-3 of P.T. Sheet no. 10;

South: By survey no. 78/3 of P.T. Sheet no. 11;

East: By chalta no. 21, 21-D-2 & 21-C of P.T. Sheet no. 10;

West: By chalta no. 21-E, 21-E-2 & 21-E-3 of P.T. Sheet no. 10;

SCHEDULE - II

All that immovable property known as "VANGOR BATTA" or 'ESSODEACHEM BATTA' or 'PAUDISTACHEM BATTA', situated at Ward Cunchelim, within the limits of Mapusa Municipal Council, sub district of Bardez Taluka, District of North Goa, State of Goa, and under chalta no 21-D-2 admeasuring 552 sqmts of P.T. Sheet 10 of Mapusa City survey records. The aforesaid properties are described in the Land Registrar office of Bardez under. No.9541 at Folio 54 of B-25 (New) and enrolled in the Taluka Revenue Office under Matriz no. 748 of 3 Circumscription. The aforesaid property shall be herein be referred to as **"THE SAID PROPERTY - II"** and is bounded as under;

North: By road;

South: By chalta no. 21 & 21-D-1 of P.T. Sheet no. 10;


East: By chalta no. 21-D of P.T. Sheet no. 10;

West: By chalta no. 21-E & 21-D-1 of P.T. Sheet no. 10;

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Director



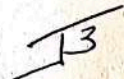
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PARTNER.


"THE SAID PROPERTY I & II shall jointly be referred to as "THE SCHEDULE PROPERTIES".

DOCUMENTS INSPECTED & SCRUTINIZED WITH RESPECT TO SCHEDULE PROPERTIES

- 1) Translated copy of the Land description no. 9541 of Book B-25 New Bardez at Folios 54 V.
- 2) Certified copy of the inscription bearing no. 17079 of Book G-23 Bardez at pages 139
- 3) Certified copy of the inscription bearing no. 8574 of Book F-11 Bardez at pages 20 V.
- 4) Copy of the Auto De Demarcacao (property demarcation details) with respect to old cadastral survey no. 645 of Village Cunchelim.
- 5) Copy of the Land Index with respect to old cadastral survey no. 645 of Village Cunchelim.
- 6) Copy of the corresponding certificate issued by the Supdt. Of Survey and Land Records bearing no. 9(02)-46/DSL-2021/1166 dated 06/04/2021
- 7) Copy of Deed of Gift dated 4/06/1974 registered in the Office of Sub Registrar of Bardez under serial no. 186.
- 8) Deed of Succession dated 17/05/2006 drawn in the Office of the Notary Ex-officio of Bardez at Mapusa in Book no. 811 pages 73 V to 75.
- 9) Copy of the Inquiry Register (Form B) issued by the Mapusa City Survey Records.
- 10) Copy of the Deed of Gift dated 14/09/1998 registered in the Office of Sub Registrar of Bardez under serial no. 1345/1998.

RVJ Trading Pvt Ltd


Director



Advocate

MAPUSA GOA ENTERPRISES
PARTNER.

- 11) Copy of the Deed of Partition dated 20/11/2000 registered in the Office of Sub Registrar of Bardez under serial no. 2128/2000
- 12) Deed of Succession dated 18/06/2007 drawn in the Office of the Notary Ex-officio of Bardez at Mapusa in Book no. 817 pages 73 V to 75.
- 13) Copy of the Deed of Sale dated 11/07/2007 registered in the Office of Sub Registrar of Bardez at Mapusa under serial no. 627/2007
- 14) Copy of the inventory proceedings bearing no. 47/2017/B passed by the Civil Judge Senior Division at Mapusa.
- 15) Copy of the Deed of Sale dated 26/02/2018 registered in the Office of Sub Registrar of Bardez at Mapusa under serial no. 974/2018
- 16) Copy of the Order passed by the Deputy Collector and Sub Divisional Officer in Partition case no. 15/340/2015/PART/LAND dated 11/02/2019
- 17) Copy of the Order passed by the Deputy Collector and Sub Divisional Officer in Partition case no. 15/297/2019/PART/LAND dated 20/08/2020
- 18) Computerized Form D with respect to the Schedule Properties
- 19) Combined Survey plan with respect to the Schedule Properties.
- 20) Copy of the Conversion sanad issued by the Additional Collector - III, North Goa at Mapusa bearing no. 4/336/CNV/AC-III/2018/465 dated 08/04/2021 with respect to the Schedule properties.

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Director


Advocate


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PARTNER.

BRIEF FACTS OF THE CASE

1. **"THE SCHEDULE PROPERTIES"** are a part of the Larger property being the fifth addition of the Entire property described in the Land Registration Office of Bardez under no. 9541 of Book B-25 New at pages 54 V which property is known as **"PAUTISTACHEM BATTA"** and totally consisting of 10 additions and its annex. The first nine additions are situated in Village Cunchelim which is within the Parish of Mapusa and the tenth addition with its annex is situated in Village and Parish of Siolim. The fifth addition known as **"VANGOR BATTA"** or **'ESSODEACHEM BATTA'** composed of a coconut grove and hillock where rice and vegetables were cultivated and also existed cashew grove, bamboo trees, other fruit and non fruit bearing trees and wild trees.
2. The fifth addition of the Entire property described under no. 9541 was inscribed in favour of Janardana Chatim under inscription no. 17079 of Book G - 23 and the same was allotted to him by virtue of an Order passed in the Inventory Orphonologico filed pursuant to the demise of Gangabai Chatim.
3. I the undersigned have personally inspected the various books referred in the said Land description no. 9541 and conclude that inscription no. 17079 of Book G-23 and inscription no. 8574 of Book F-11 pertains to the fifth addition of the property described under no. 9541. It is further stated that smaller portions of the fifth additions were sold to various purchasers and

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PARTNER.



the said portions were independently described under description nos. 39202, 39203, 39204, 39205, 39206 & 39207 of Book B - 100, Bardez; description nos. 40623, 40698 & 40813 of Book B-104, Bardez.

4. The fifth addition of the property described under no. 9541 was surveyed under old cadastral no. 645. The numeral index of village Cunchelim and Record of demarcation carried out by Land Surveyor Xamba Dessai on 26/11/1934, reveals that old cadastral survey no. 645 of Village Cunchelim is owned by Janardana Chatim.
5. By virtue of a Deed of Gift dated 4/06/1974 registered in the Office of Sub Registrar of Bardez under serial no. 186, the said Janardan Chatim and his wife gifted to their two sons viz; (i) Eknath Janardana Chatim and (ii) Laxmi Narana Janardana Chatim, the balance portion of the fifth addition of the property described under no. 9541. In the said Deed of Gift it is stated that the portion gifted therein is the remaining unsold part of the fifth addition and after selling various plots of the fifth addition to various purchasers.
6. On perusal of the inquiry register (Form B) issued by the Mapusa City Survey Records reveals that at the time of promulgation of city survey records in the year 1982, the portion of the fifth addition gifted in favour of Eknath Janardana Chatim and Laxmi Narana Janardana Chatim came to be surveyed under no. 82/6 of Village Cunchelim in Mapusa City survey records and admeasuring 75070 sq.mts.

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Director

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A
PARTNER.

Subsequently in the year 1989, survey no. 82/6 was confirmed as chalta no. 21 of P. T. Sheet no. 10 of Village Cunchelim in Mapusa City survey records and in the names of Eknath Janardana Chatim and Laxmi Narana Janardana Chatim.

7. The said Eknath Janardana Chatim passed away on 27/08/1996 and pursuant to his demise a Deed of Succession dated 17/05/2006 was drawn in the Office of the Notary Ex-officio of Bardez at Mapusa in Book no. 811 pages 73 V to 75 and his widow viz; Anita Sriecanata Chatim alias Anita Eknath Chatim was declared as his widow and half share moiety holder along with the following heirs viz; (i) Bhupesh Eknath Chatim (ii) Janardan Eknath Chatim and (iii) Dipa Eknath Chatim alias Deepashri Dilip Rivankar married to Dilip Ramrai Rivankar; were declared as his sole and Universal heirs of late Eknath Janardan Chatim.

8. That by virtue of a Deed of Gift dated 14/09/1998 registered in the Office of Sub Registrar of Bardez under serial no. 1345/1998, the heirs of late Eknath Janardan Chatim viz; Anita Eknath Chatim, Bhupesh Eknath Chatim, Janardan Eknath Chatim alias Siddesh Eknath Chatim and Deepa Dilip Rivankar and her husband Deelip Ramrai Rivankar along with Laxminarayan alias Satyawana Janardan Chatim and his wife Hemlata Laxminarayan Chatim gifted a portion of the fifth addition surveyed under chalta no. 21 of P.T. Sheet no. 10 of Village Cunchelim, Mapusa City survey records, admeasuring 30000 sq.mts.

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Director



MAPUSA GOA ENTERPRISES



PARTNER


marked as plot C therein; in favour of (i) Pandurang Nanu Vaigankar and his wife Kanta Pandurang Vaigankar, (ii) Lalit alias Lalitrao Nanu Vaigankar and his wife Lalita Lalit Vaigankar and (iii) Dilip Nanu Vaigankar and his wife Baby Dilip Vaigankar.

9. In the said Deed of Gift dated 14/09/1998 it is stated that the said Pandurang Nanu Vaigankar, Lalit Nanu Vaigankar and Dilip Nanu Vaigankar had filed an application under the Agricultural Tenancy Act claiming to be Agricultural tenants with respect to chalta no. 21 of P.T. Sheet no. 10. It is further stated therein that in view to end litigation the heirs of Eknath Janardan Chatim along with Laxminarayan and his wife Hemalata Chatim, the Donors therein, decided to gift a portion admeasuring 30000 sq.mts in favour of the said Pandurang, Lalit and Dilip Vaigankars.

10. Pursuant to the Deed of Gift dated 14/09/1998, Pandurang Nanu Vaigankar, Lalit Nanu Vaigankar and Dilip Nanu Vaigankar got their names mutated in the survey records with respect to chalta no. 21 of P.T. Sheet no. 10 of Village Cunchelim Mapusa City survey records.

11. By virtue of a Deed of Partition dated 20/11/2000 registered in the Office of Sub Registrar of Bardez under serial no. 2128/2000, Pandurang Nanu Vaigankar, Lalit Nanu Vaigankar and Dilip Nanu Vaigankar partitioned the portion admeasuring 30000 sq.mts. by metes and bounds wherein (i) an area of

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Director

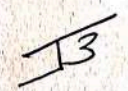

MAPUSA GOA ENTERPRISES


PARTNER.

8666 sq.mts. marked as Plot C therein was allotted to Pandurang Nanu Vaigankar (ii) an area of 8667 sq.mts. marked as Plot D therein was allotted to Lalit alias Lalitrao Nanu Vaigankar (iii) an area of 8667 sq.mts. marked as Plot E therein was allotted to Dilip Nanu Vaigankar and (iv) an area of 4000 sq.mts. marked as Plot F therein was jointly allotted for common use in favour of Pandurang, Lalit and Dilip.

12. Pursuant to the said Deed of Partition dated 20/11/2000, the said Pandurang, Lalit and Dilip filed for partition under the Provision of the Land Revenue Code of the said Plots C, D, E and F and the same was in case no. 15/403/2000/PART/LAND. By Order dated 06/07/2001 passed by the Deputy Collector of Bardez at Mapusa in the said partition case. (i) Plot C admeasuring 8666 sq.mts. allotted in favour of Pandurang Nanu Vaigankar obtained chalta no. 21C of P.T. Sheet no. 10, (ii) Plot D admeasuring 8667 sq.mts. allotted in favour of Lalit alias Lalitrao Nanu Vaigankar obtained chalta no. 21D of P.T. Sheet no. 10 (iii) Plot E admeasuring 8667 sq.mts. allotted in favour of Dilip Nanu Vaigankar obtained chalta no. 21E of P.T. Sheet no. 10 and (iv) Plot F admeasuring 4000 sq.mts. jointly allotted for their common use obtained chalta no. 21F of P.T. Sheet no. 10.
13. The said Lalit alias Lalitrao Nanu Vaigankar passed away on 08/12/2002 and his wife Lalita Lalit Vaigankar passed away on 25/12/2006 and pursuant to their demise a Deed of Succession dated 18/06/2007 drawn in the Office of the Notary Ex-

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Director

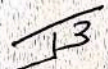
MAPUSA GOA ENTERPRISES


PARTNER.

officio of Bardez at Mapusa in Book no. 817 pages 73 V to 75 the following were declared as their sole and universal heirs viz; (i) Miss. Rupa Lalitrao Vaigankar, spinster (ii) Mr. Rajesh Lalit Vaigankar, bachelor, (iii) Mr. Navanath Lalit Vaigankar married to Mrs. Mohini Navanath Vaigankar, (iv) Miss. Deepali L. Vaigankar, spinster (v) Nanu Lalit Vaigankar married to Silvia Fernandes and (vi) Siddesh Lalitrao Vaigankar, bachelor.

14. By virtue of a Deed of Sale dated 11/07/2007 registered in the Office of Sub Registrar of Bardez at Mapusa under serial no. 627/2007, the said heirs of late Lalit alias Lalitrao Nanu Vaigankar and Lalita Lalit Vaigankar sold a portion of chalta no. 21D of P.T. Sheet no. 10 admeasuring 5916 sq.mts. in favour of Mapusa Goa Enterprises, a partnership firm registered under the Indian Partnership Act.
15. Pursuant to the said Deed of Sale dated 11/07/2007, Mapusa Goa Enterprises filed for partition under the provisions of Land Revenue Code before the Deputy Collector and Sub Division Officer of Bardez at Mapusa and the same taken at case no. 15/340/2015/PART/LAND. By Order dated 11/02/2019, the Deputy Collector and Sub Division Officer of Bardez at Mapusa allowed the partition and the portion admeasuring 5916 sq.mts. obtained chalta no. 21-D-1 of P.T. Sheet no. 10 of Cunchelim Mapusa City survey records. (**"THE SAID PROPERTY - I"**).

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MAPUSA GOA ENTERPRISES


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16. Pursuant to the said Partition order dated 11/02/2019, remaining portion of chalta no. 21-D of P.T. Sheet no. 10 admeasuring 2751 sq.mts. was still under the ownership and possession of the heirs of late Lalit alias Lalitrao Nanu Vaigankar.
17. On the demise of Lalit alias Lalitrao Nanu Vaigankar and his wife Lalita Lalit Vaigankar an Inventory proceeding was also initiated in the Court of Civil Judge Senior Division at Mapusa being Inventory proceedings no. 47/2017/B and the balance portion of chalta no. 21-D of P.T. Sheet no. 10 admeasuring 2751 sq.mts. was taken at Item no. 1. By Order dated 31/01/2018 passed by Civil Judge Senior Division at Mapusa in Inventory proceedings no. 47/2017/B the said Item no. 1 was allotted to (i) Miss Rupa Lalitrao Vaigankar, (ii) Mr. Rajesh Lalitrao Vaigankar, (iii) Mrs. Mohini Navanath Vaigankar, (iv) Mr. Nanu Lalitrao Vaigankar married to Silvia Fernandes alias Laxmi Nanu Vaigankar and (v) Mr. Siddesh Lalitrao Vaigankar.
18. By virtue of a Deed of Sale dated 26/02/2018 registered in the Office of Sub Registrar of Bardez at Mapusa under serial no. 974/2018, the Allottees in the said inventory proceedings no. 47/2017/B sold another portion of chalta no. 21-D of P.T. Sheet no. 10 admeasuring 552 sq.mts. in favour of the same partnership firm Mapusa Goa Enterprises.
19. Pursuant to the said Deed of Sale dated 26/02/2018, Mapusa Goa Enterprises filed for

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partition under the provisions of Land Revenue Code before the Deputy Collector and Sub Division Officer of Bardez at Mapusa and the same taken at case no. 15/297/2019/PART/LAND. By Order dated 20/08/2020, the Deputy Collector and Sub Division Officer of Bardez at Mapusa allowed the partition and the portion admeasuring 552 sq.mts. obtained chalta no. 21-D-2 of P.T. Sheet no. 10 of Cunchelim Mapusa City survey records. (**"THE SAID PROPERTY - II"**).

20. The corresponding certificate issued by the Supdt. Of Survey and Land Records bearing no. 9(02)-46/DSL-2021/1166 dated 06/04/2021, confirms that chalta no. 21-D-1 corresponds to old cadastral no. 645 (part).
21. Conversion sanad was issued by the Additional Collector - III, North Goa at Mapusa bearing no. 4/336/CNV/AC-III/2018/465 dated 08/04/2021 with respect to the Schedule properties
22. Public notices were issued on 29/01/2023 on two local dailies being "The Navhind Times" and "O Herald" inviting objections if any with respect to the Schedule properties. It is further stated that there were no objections or replies to the said public notices.
23. I the undersigned, on 18/05/2023 had personally inspected the originals of two Deeds of Sale being (i) Deed of Sale dated 11/07/2007 and (ii) Deed of Sale dated 26/02/2018. However a latest Nil Encumbrance Certificate will have to be procured to RVJ Trading Pvt Ltd

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Director

MAPUSA GOA ENTERPRISES

PARTNER.


assert that the Schedule properties are not a subject matter of any encumbrance or mortgage.

In view of the above, considering the title documents inspected and that the survey records correspond to the devolution of title which in turn corresponds with the ownership of the present owner, I certify that the title of Mapusa Goa Enterprises with respect to "The Schedule Properties", are clear and marketable subject to (i) **Ascertaining that there are no pending suits and litigations with respect to the Schedule properties, by Obtaining a Declaration from the partners of the said firm stating that there are no pending suits, litigations, mortgages and encumbrances with respect to the Schedule properties, (ii) Obtaining Latest Nil Encumbrance Certificate**

Mapusa
06/06/2023


Shri. Anthony P. Braganza
Advocate

RVJ Trading Pvt Ltd


Director

MAPUSA GOA ENTERPRISES

PARTNER.



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 27-Jun-2023 11:44:16 am

Document Serial Number :- 2023-BRZ-3166

Presented at 11:30:56 am on 27-Jun-2023 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		2668000
2	Stamp Duty	2760000
3	Registration Fee	10000
4	Tatkal appointment fee	2920
	Processing Fee	
	Total	5440920

Stamp Duty Required :2668000/-

Stamp Duty Paid : 2668000/-

Presenter



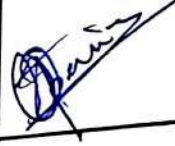



Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	JOSE MARTINHO BRAGANCA, Alias MR. JOSE MARTINHO BRAGANZA, Father Name: Jose F. Braganza, Age: 44, Marital Status: , Gender: Male, Occupation: Business, Address1 - House no. 130, Angod, Mapusa, Bardez-Goa, Address2 - , PAN No.: [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anirudh Garg, Father Name: Ajay Garg, Age: 36, Marital Status: , Gender: Male, Occupation: Business, 224, Thane Heights, B Wing, Nepean Sea Road, Mumbai, PAN No.: [REDACTED]			
2	Anirudh Garg, Father Name: Ajay Garg, Age: 36, Marital Status: , Gender: Male, Occupation: Business, 224, Thane Heights, B Wing, Nepean Sea Road, Mumbai, PAN No.: AKCPG2264Q			
3	JOSE MARTINHO BRAGANCA, Alias MR. JOSE MARTINHO BRAGANZA, Father Name: Jose F. Braganza, Age: 44, Marital Status: , Gender: Male, Occupation: Business, House no. 130, Angod, Mapusa, Bardez-Goa, PAN No.: [REDACTED]			
4	JOSE MARTINHO BRAGANCA, Alias MR. JOSE MARTINHO BRAGANZA, Father Name: Jose F. Braganza, Age: 44, Marital Status: , Gender: Male, Occupation: Business, House no. 130, Angod, Mapusa, Bardez-Goa, PAN No.: [REDACTED]			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Cheryl Fermina Pereira, Age: 30, DOB: , Mobile: 7083214130 , Email: , Occupation: Service , Marital status : Unmarried , Address: 403517, H No 142 Afframent Vaddy, H No 142 Afframent Vaddy, Siolim, Bardez, NorthGoa, Goa			
2	Name: Kevin J A Braganza, Age: 38, DOB: , Mobile: 9823994296 , Email: , Occupation: Advocate , Marital status : Married , Address: 403507, 220 A 2 6, 220 A 2 6, Church side mansion, Near Milagres Church, Mapusa, Bardez, NorthGoa, Goa			


Sub Registrar

SUB-REGISTRAR
BARDEZ

Document Serial Number :- 2023-BRZ-3166



Document Serial No:-2023-BRZ-3166

Book :- 1 Document
Registration Number :- **BRZ-1-3046-2023**
Date : 27-Jun-2023



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

SUB-REGISTRAR
BARDEZ

Scanned by Nailancia Costa (DEO)
Costa

