

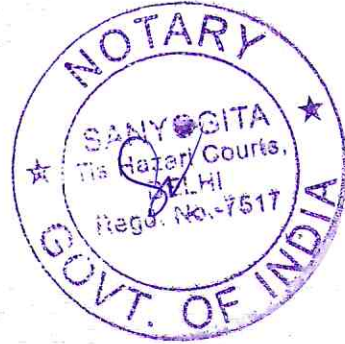
# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

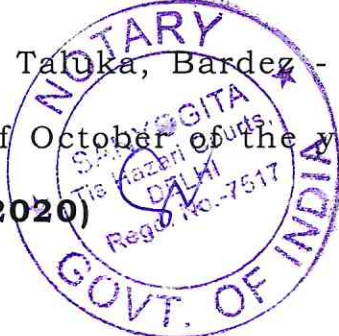
सत्यमेव जयते

Certificate No. : IN-DL90919730249882S  
 Certificate Issued Date : 10-Oct-2020 11:35 AM  
 Account Reference : IMPACC (IV)/ dl857503/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL85750389221256567738S  
 Purchased by : CHANDER KANTA BABBAR  
 Description of Document : Article 5 General Agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : CHANDER KANTA BABBAR  
 Second Party : REALCON RESIDENCY LLP  
 Stamp Duty Paid By : CHANDER KANTA BABBAR  
 Stamp Duty Amount(Rs.) : 500  
 (Five Hundred only)



### Development Agreement

**THIS DEVELOPMENT AGREEMENT FOR SALE** is made at  
 Mapusa, Taluka, Bardez - Goa, on this 14<sup>th</sup> day of the  
 month of October of the year Two Thousand and Twenty.  
 (14/10/2020)



Chander Kanta

#### Statutory Alert:

1. The validity of the Stamp Certificate and Mbls, verified at [www.milestamp.com](http://www.milestamp.com) or using e-Stamp Mobile App of Stock Holding.
2. The validity of the Stamp Certificate and Mbls, verified on the website / Mobile App renders it invalid.
3. In case of any discrepancy, the Stamp Certificate and Mbls, verified on the website / Mobile App renders it invalid.

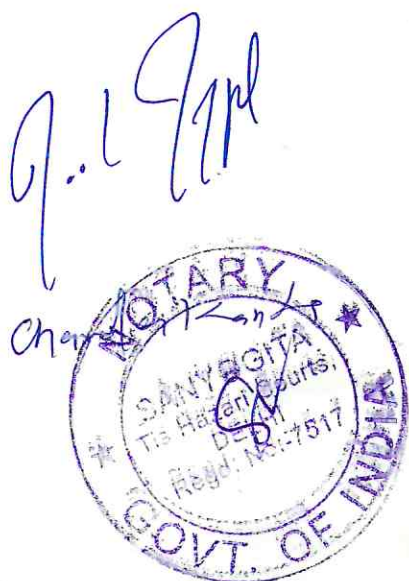
**BETWEEN**

**MRS. CHANDER KANTA BABBAR**, wife of Mr. Sarat Chander Babbar, aged 66 Years, Housewife, Married, Holder Of Pan Card No [REDACTED], Indian National and residents Of A-4/557, Paschim Vihar New Delhi - 110063, hereinafter referred to as "**LAND OWNERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns), of the, **FIRST PART**;

**AND**

**REALCON RESIDENCY LLP**, a Limited Liability Partnership, PAN Card no. [REDACTED], LLPIN AAO-2705, having their Registration office at 378, MMM Road Amritsar PB 143001 IN, represented by its Partner **MRS. NEELAM NAGPAL** wife of Mr. Vijay Kumar Nagpal, 62 years of age, Holder of PAN Card no. [REDACTED] Indian National, resident of B-97, Manek shah road anupam garden, Maidan Garhi, South delhi Pin- 110068, hereinafter referred to as "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns), of the, **SECOND PART**;

**WHEREAS** there existed a larger property denominated as '**Mazalwado**' and also known as





**'Gorxechem Batulem'**, admeasuring an area of 2400 sq. mts., which property is neither inscribed nor described in the Office of the Land Registration Office of Bardez and also not enrolled in the Land Revenue Office and which property comprised of Old Cadastral Survey No. 1215 and 1216 of Village Assagao and originally surveyed as survey no 121/5 of Assagao Village, Bardez Taluka by the Government of Goa Directorate of Settlement and Land Records Revenue Department. (*Hereinafter referred to as the **'Said Larger Property'***), which is more particularly described in Schedule I herein below.

**AND WHEREAS** originally Old Cadastral Survey No. 1215 originally belonged to John Mendonca alias Joao Salvador Timotio Mendonca alias John Salvador Mendonsa, Willam Mendonca and Santos Joseph Mendonca alias Santos Mendonca alias Santus Mendonca children of Monte Francisco Mendonca and Maria Conceicao Vas Mendonca and Old Cadastral Survey No. 1216 originally belonged to Martinho Lobo and Alberto Lobo children of Constantino C S Lobo and Liberata Pires.



*Chander Kant*

**AND WHEREAS** the Office of the Directorate of Public Works and Land Survey, Department of Land Survey in the month of March 1943 has duly conducted verification and demarcation of property known as

"Gorxechem Batulem" having old Cadastral Survey No. 1215 belonging to John Mendonca alias Joao Salvador Timotio Mendonca alias John Salvador Mendonsa, Willam Mendonca and Santos Joseph Mendonca alias Santos Mendonca alias Santus Mendonca in presence of the said Santos Joseph Mendonca alias Santos Mendonca alias Santus Mendonca with the consent of the adjoining neighbors/respective parties with six stone boundary marks and loose stones compound wall.

**AND WHEREAS**, Old Cadastral Survey No. 1215 forming the part of the Said Larger Property was originally owned and possessed by John Mendonca alias Joao Salvador Timotio Mendonca alias John Salvador Mendonsa, Willam Mendonca and Santos Joseph Mendonca alias Santos Mendonca alias Santus Mendonca children of Monte Francisco Mendonca and Maria Conceicao Vas Mendonca which is duly found to be recorded/confirmed in the Registo do Agrimensor bearing Provisional No. 1215 of Assagao Village which is presently corresponding to survey no 121-5-A of Assagao Village. *Hereinafter referred to as the 'Said Property', which is more particularly described in Schedule II herein below.*



*[Handwritten signature]*  
Chander Kant

**AND WHEREAS** the said Santos Pascoal Jose Mendonca alias Santos Mendonca alias Santus



Mendonca expired in the year 1947 in the status of a bachelor which is duly certified by the certificate issued by St. Cajetan Church Assagao Goa by Fr. Oscar Quadres, and the said William Mendonca expired in the status of a bachelor on 05/08/1992, and the said Mr. Joao Salvador Timotio Mendonca alias John Salvador Mendonsa alias John Mendonca was married who expired on 26/07/1948.

**AND WHEREAS** the said Santos Pascoal Jose Mendonca alias Santos Mendonca alias Santus Mendonca and William Mendonca both expired in the status of a bachelor, intestate, without leaving any Will or any other disposition of his last wish, and without leaving descendants or ascendants or children or collaterals, but leaving behind him as his universal heirs and successors in transversal line, his brother, the said Mr. Joao Salvador Timotio Mendonca alias John Salvador Mendonsa alias John Mendonca.



*Chander Kant*

**AND WHEREAS** upon the death of Mr. Joao Salvador Timoteo Mendonca a Deed of Succession came to be initiated on 30/01/1991, that the said Mr. Joao Salvador Timoteo Mendonca who was married to Ana Brigida Viegas e Mendonca, the said Mr. Joao Salvador Timoteo Mendonca who expired without leaving any Will or any other disposition of their last wishes and

leaving behind his leaving behind his widow i.e Ana Brigida Viegas e Mendonca and his sole legal universal heir his only son Mildred Patrick Mendonca alias Patrick Mendonca married to Rita Basilia Mendonca which came to be executed before the Office of the Civil Registrar Cum Sub-Registrar & Notary Ex-Officio Bardez Mapusa Goa which came to be drawn on 30/01/1991 in Book No. 750 at pages 79 to 81 before the office of the Civil Registrar cum Sub-Registrar and Notary Ex-officio, Mapusa Bardez.

**AND WHEREAS** upon the death of Mr. Willam Mendonca alias Lili Mendes alias Lily Mendes alias Lily Mendosa alaiias Lilly Mendonsa a Deed of Succession came to be initiated on 25/08/1992, that the said Mr. Willam Mendonca alias Lili Mendes alias Lily Mendes alias Lily Mendosa alias Lilly Mendonsa who expired in the status of a bachelor without leaving any Will or any other disposition of their last wishes and leaving behind his sole universal heir and successor his only nephew Mildred Patrick Mendonca son of his deceased brother Joao Salvador Timoteo Mendonca which came to be executed before the Office of the Civil Registrar Cum Sub-Registrar & Notary Ex-Officio Bardez Mapusa-Goa which came to be drawn on 25/08/1992 in Book No. 762 at pages 52V to 54 before the office of the Civil Registrar cum Sub-Registrar and Notary Ex-officio, Mapusa Bardez.



*Chander Kant*



**AND WHEREAS** by virtue of Deed of Succession on 13/01/1991 and 05/08/1992 the said Ana Brigida Viegas e Mendonca and her son Mildred Patrick Mendonca alias Patrick Mendonca married to Rita Basilia Mendonca succeeded as sole and universal heirs to the estate left behind by said Mr. Joao Salvador Timotio Mendonca alias John Salvador Mendonsa alias John Mendonca and Mr. Willam Mendonca.

**AND WHEREAS** during the Survey carried out by the Government of Goa Directorate of Settlement and Land Records Revenue Department in the year 1971 and 1972, the Said Larger Property comprising of old Cadastral Survey No. 1215 and 1216 were merged into one single property and allotted Survey No. 121/5 of Assagao Village, totally admeasuring 2400.00 Sq. Mts



*G. e. 19/11/19*  
*Chander Kant*

**AND WHEREAS** a superimposition report has been prepared by Architect S.A Dhuri, certifies that the said Larger Property compromising of Old Cadastral Survey Plan bearing No.1215 and 1216 corresponds to originally surveyed under no.121/5 (presently surveyed with survey no.121-5 and 121/5-A) of Assagao Village, Bardez – Goa and the said property with Old Cadastral Survey Plan bearing No. 1215

corresponds to present survey no.121-5-A of Assagao Village, Bardez – Goa.

**AND WHEREAS** Mildred Patrick Mendonca son of Mr. Joao Salvador Timotio Mendonca alias John Salvador Mendonsa alias John Mendonca was in physical possession of the said property admeasuring an area of 1300 sq.mts moved an application under section 61 of the land revenue code 1961 to partition a portion of said larger property bearing survey no.121-5 of Assagao Village admeasuring 1300 sq.mts out the 2400 sq.mts against Martin Lobo alias Marthinho lobo and his legal heirs before the Court of the Deputy Collector North Goa at Mapusa.



**AND WHEREAS** the Dy. Collector & SDO, Mapusa vide his Order dated 02/03/1993 in Case No. 15/215/92/PART/LAND has confirmed the said partition and formed a new land holding bearing Survey No. 121/5-A admeasuring 1300 of Assagao Village, Bardez, North Goa and accordingly necessary changes have also been carried out in the Survey Records respect to the Said Property.

**AND WHEREAS** after confirmation of partition of the said property, the name of Mildred Patrick Mendonca



was duly found to be recorded in the Survey Records of Survey Form I & XIV bearing No.121/5-A of Assagao Village.

**AND WHEREAS** the said Mr. Joao Salvador Timotio Mendonca alias John Salvador Mendonsa alias John Mendonca was married to Ana Rita Brigida Viegas e Mendonca.

**AND WHEREAS** Mr. Joao Salvador Timotio Mendonca alias John Salvador Mendonsa alias John Mendonca expired on 26/07/1948 leaving behind his moiety shareholder Ms. Ana Rita Brigida Viegas e Mendonca and his sole heir his son Mildred Patrick Mendonca also known as Patrick Mendonca.



*Chander [Signature]*

**AND WHEREAS** Ms. Ana Rita Brigida Viegas e Mendonca after the death of her first husband Mr. Joao Salvador Timotio Mendonca alias John Salvador Mendonsa alias John Mendonca, remarried Mr. Francis Joseph Manuel Eusebio Lobo alias Francisco Jose Manuel Eusebio Lobo.

**AND WHEREAS** Ms. Ana Rita Brigida Viegas e Mendonca and her husband Mr. Francis Joseph Manuel Eusebio Lobo alias Francisco Jose Manuel

Eusebio Lobo both expired on 07/02/2007 and 19/02/2010 respectively, intestate, and without leaving any Will or any other disposition of their last wish, and leaving behind them their universal heirs their only son Mario Lobo married to Esmeralda Maria Lobo as their only heirs.

**AND WHEREAS** Mildred Patrick Mendonca also known as Patrick Mendonca was married to Ms. Rita Mendonca.

**AND WHEREAS** Mildred Patrick Mendonca also known as Patrick Mendonca expired 27/04/1996, intestate, and without leaving any Will or any other disposition of their last wish, and leaving behind leaving behind his moiety shareholder Ms. Rita Mendonca and sole heir his son Richard John Mendonca.



*Chander K...*

**AND WHEREAS** Mr. Mario Agnelo Peter Lobo son of Francis Joseph Manuel Eusebio Lobo initiated inventory proceedings of inheritance of late Santos Pascoal Jose Mendonca alias Santos Mendonca alias Santus Mendonca which came to be registered in Inventory proceedings bearing No.471/2018/B were instituted before the Court of the Civil Judge Senior



Division, Mapusa, and the said property was listed at ITEM NO. 2 in the list of Assets.

**AND WHEREAS** vide Order dated 30/10/2019 passed in Inventory Proceedings bearing No. 471/2018/B by Civil Judge Senior Division at Mapusa, the said property at Item No. 2 was allotted to Ms. Rita Mendonca and her son Richard John Mendonca and they became owner in possession of the said property

**AND WHEREAS** in the light of above Ms. Rita Mendonca Richard John Mendonca became owners of the said property.



*Chander Kanta*

**AND WHEREAS** Upon being the absolute owner Ms. Rita Mendonca and her son Richard John Mendonca thereafter wards sold the Said Property to the Land Owner MRS. CHANDER KANTA BABBAR vide Deed of Sale dated 01/09/2020, duly registered before the Sub-Registrar of Bardez bearing Registration No. BRZ-BK1-2081-2020 dated 01-09-2020. Pursuant to the said Sale Deed, the Land Owner became the absolute and lawful owners in possession of the Said Property.

**AND WHEREAS** the above named LANDONWER declare that she own and possess the "SAID PROPERTY", admeasuring 1300.00 Square meters,

situated at Assagao Village, and which is described under **SCHEDULE – II** hereunder written.

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

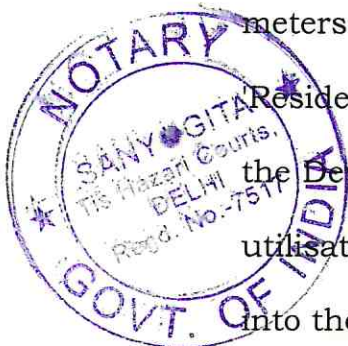
**AND WHEREAS** the Developer is engaged in the business of developing land into residential and other projects, and its commercial utilization by marketing and selling the constructed units;

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

**NOW THIS AGREEMENT WITNESSETH AS UNDER:-**

Development of the Said Property

1. Developer shall develop and construct residential buildings and associated structures with a total super built-up area of, subject to compliance with applicable laws on floor area ratio (FAR), at least 1300 square meters on the Said Property (hereinafter referred to as 'Residential Units'). For this, Land Owners grant to the Developer the right of development and commercial utilisation of the Said Property, and the license to enter into the Said Property to do the foregoing.





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

- a) At its own cost, complete the design for the Residential Units. Developer shall prepare this design as per building laws and will take into account the permitted floor area ratio (FAR). Developer shall then hand over the designs to the Land Owners.
- b) Developer shall work to obtain approval for home/flat/villa loan facility from banks for the benefit of the prospective buyers of the Residential Units.
- c) Developer shall obtain (i) technical clearance and other approvals from the Town and Country Planning Department, Goa; (ii) permission from the Panchayat; (iii) permission for cutting the trees and other vegetation on the Said Property; and (iv) any other approval required for commencing construction of the Residential Units.
- d) Developer shall then, at its own cost, develop and construct the Residential Units within a period of 36 months. Further, development and construction of the Residential Units means that the Developer shall develop and construct the Residential Units such that they are ready for being applied for completion certification, occupancy certificate, and electricity and water connections
- e) The time period specified in sub-clause (d) above excludes days on account of delays caused by *force majeure* events. *Force majeure* events means any

Chander Kank



event that is beyond the control of the Developer, or any event that the developer could not foresee; and which event affects the performance of Developer's obligations. Illustrative examples of force majeure events include acts of God like earthquake and flood, riots or civil commotion, and directions by statutory or governmental authorities or court order delaying construction activities. Developer undertakes to keep the Land Owners adequately informed about the happening of any *force majeure events*.

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

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

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



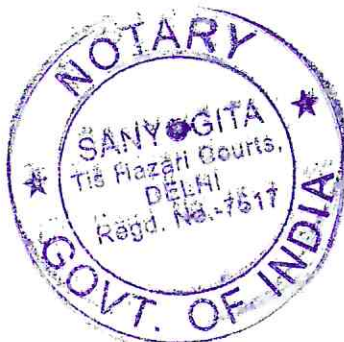


- development of the Said Property;
- e) Apply for modifications of the designs and building plan from time to time, if required; and
- f) Obtain adequate insurances.

### **Marketing and sale of Residential Units**

4. Developer has the right to commercially exploit, market and sell the present or future properties in the Residential Units at any stage that it deems fit. For this, Land Owners grant the Developer necessary rights.
5. Without prejudice to the generality of the above clause-
- a. Developer may enter into agreement to sell of flats/Villas/units of the present or future properties in the Residential Units on ownership basis with prospective buyers. Developer shall determine the content of those agreements;
- b. Developer shall determine the price at which the present or future properties in the Residential Units shall be sold to prospective buyers. However, the Developer shall determine *this* price only in consultation with the Land Owners;
- c. Developer has the right to execute necessary documents including agreements to sell and get them registered with the concerned authorities along with the Land Owners as the confirming party;
- d. Land Owners shall sign the sale deeds as per the instructions and directions of the Developer;
- e. Developer has the right to sell and dispose of the Residential Units along with the gardens, parking area, common area etc. at the price determined in

*Chander Kank*



sub-clause (b) above; and

- f. Developer has the right to enforce the terms and conditions of the agreements to sell with the prospective buyers including receiving installment amounts;
- g. Developer shall be responsible to collect and deposit GST wherever applicable on sale of residential units.
- h. Developer shall be responsible to complete compliance under all statutory laws including RERA.

#### **Payment to the Developer and Indemnity**

- 6. Developer shall receive 22% of the gross revenue from the sale of all properties in the Residential Units. Land Owners shall receive the remaining revenue from the sale of all properties in the Residential Units.
- 7. Land Owners shall indemnify and keep the Developer indemnified from and against any losses, claims and expenses suffered and incurred by the Developer on account of or in connection with (i) non-performance by the Land Owners of its obligations under this agreement; (i) Wrongful Termination (as defined in clause 18) of this agreement; and (iii) any other mala-fide act of the Land Owners.
- 8. Developer shall indemnify and the keep the Land Owners indemnified from and against any losses, claims and expenses suffered and incurred by the Land Owners due to an order of a court or judicial authority against the Land Owners pursuant to a legal action by a



*Chander Kank*



prospective buyer under the agreement for sale between the Developer and the said prospective buyer for the Residential Units.

### **Representations, warranties and undertakings**

9. Land Owners represent, warrant and undertake as follows:

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

### **Termination**

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

### **Miscellaneous**

11. In relation to the development of the Said Property,

Developer may accept service of writ or summons or any such legal summons on behalf of the Land Owners and appear in any court or before any authority as the duly constituted attorney. Developer may also sue, prosecute, or institute other legal proceedings on behalf of the Land Owners.

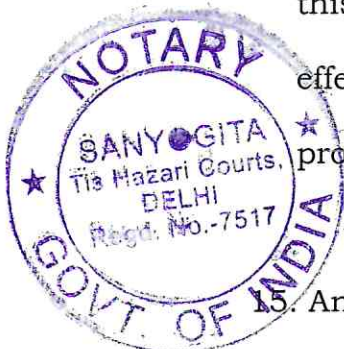
12. Land Owners authorize the Developer to do and perform all acts, deeds, matter and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to this Agreement.

13. It is clarified between the Land Owners and the Developer that:

- a) This agreement does not constitute a sale of the Said Property by the Land Owners to the Developer;
- b) This agreement is not a partnership agreement or a joint venture agreement, and the Land Owners and the Developer are not association of persons; and
- c) Land Owners and the Developer shall be individually responsible for paying their tax obligations.

14. If any provision of this agreement is invalid or unenforceable or prohibited by law, this agreement shall be considered severable as to such provision and such provision shall be inoperative but the remainder of this agreement shall be valid, binding and of like effect as though such invalid, unenforceable or provision was not included herein.

15. Any notice or communication between the parties hereto relating to this agreement shall be strictly





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

**If to the Land Owners:**

**MRS. CHANDER KANTA BABBAR**

+919718909529

**If to the Developer:**

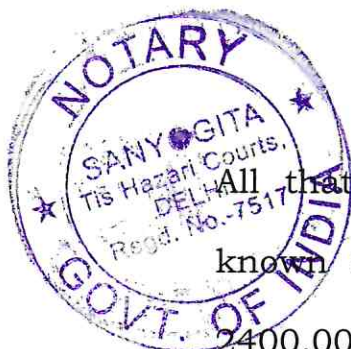
**REALCON RESIDENCY LLP**

Kind attention: MRS. NEELAM NAGPAL

+918587937381

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

**SCHEDULE-I**



All that Property denominated as '**Mazalwado**' and also known as '**Gorxechem Batulem**, admeasuring an area of 2400.00 Sq. Mts., which property is neither inscribed nor

described in the Office of the Land Registration Office of Bardez and also not enrolled in the Land Revenue Office and which property comprised of Old Cadastral Survey No. 1215 and 1216 of originally surveyed under survey no at 121/5 of Village Assagao and bounded as under:

On the East: By old cadastral no.1210 and presently by survey no.121/4 of Assagao Village

On the West: By old cadastral no.1219 and presently by survey no.121/6 of Assagao Village.

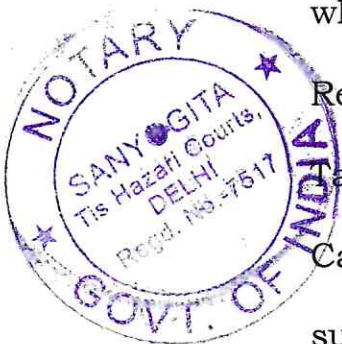
On the North: By originally by comunidade road presently a Public Road

On the South: By originally by comunidade road and presently a Public Road

## **SCHEDULE II**

### **(Description of the said property)**

All that property known as '**Mazalwado**' also known as "**Gorxechem Batulem**", situated in Village Assagao, admeasuring an area of 1300 Square Metres, within the limits of the Village Panchayat of Assagao, Taluka of Bardez, Sub District of Bardez, District of North Goa and State of Goa; which property is neither found to be described in the Land Registration Office of Bardez, nor found to be enrolled in the Taluka Land Revenue Office, originally surveyed under Old Cadastral Survey No. 1215 and which property is presently surveyed in the Survey Records under Survey No. 121/5-A of Village of Assagao; and is bounded as follows:



East: By property bearing Survey No. 121/6 of Assagao Village.

West: By property bearing Survey No. 121/5 of Assagao Village.

North: By a Public road, and

South: By a Public road.

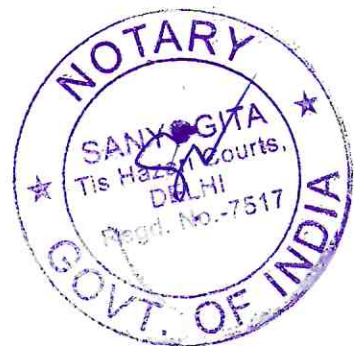
IN WITNESS WHEREOF, the Land Owners and the Developer have signed and affixed their signatures on this development agreement after understanding its contents at the place, day, month and year first written above.

*Chander Kanta*

SIGNED AND DELIVERED  
by the within named **LANDOWNER**  
**MRS. CHANDER KANTA BABBAR**

*Neelam Nagpal* *Chander Kanta*

SIGNED AND DELIVERED  
by the within named **DEVELOPER**  
**REALCON RESIDENCY LLP**  
Represented by its Partner  
**MRS. NEELAM NAGPAL**



**ATTESTED**

*S*  
**NOTARY PUBLIC DELHI**

**14 OCT 2020**