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DEVELOPMENT AGREEMENT





This Development Agreement ("Agreement") is made at Goa, on this 16th day of March, 2023.

BETWEEN

LAVAUX LUXURY PROJECT THREE LLP, a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership Act, 2008, bearing LLP Identification No: , holding Pan No. , having its Registered Office at First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (W), Mumbai 400 031, Maharashtra, India, represented herein by its Partner, MR. ADITYA R. NAIK, son of Ranjan Naik, aged about 33 years, married, service, Indian National, holding PAN Card bearing No. resident of H.No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa 403002, duly authorized vide LLP Resolution dated 8/02/2023. Hereinafter for brevity's sake, being referred to as "the Owner" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns and the partners of the said LLP from time to time, the survivor or survivors of them, the heirs, executors and administrators of the last survivor) of the One Part;

AND

SPRAVA VESTA PVT LTD., ,a company incorporated under provisions of the Companies Act 2013, holding CIN:U74900MH1992PTC065539, having its registered office at First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (West), Mumbai - 400031, Maharashtra, India, having PAN No: , through its Authorized Signatory, MR. ADITYA R. NAIK, son of Ranjan Naik, aged about 33 years, married, service, Indian National, holding PAN Card bearing No. , resident of H.No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa 403002, duly authorized vide Board Resolution dated 23/01/2023. Hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Other Part.

The Owner and the Developer, wherever the context so requires, shall be hereinafter collectively referred to as "the Parties" and individually as "Party".

WHEREAS:

A. The Owner is seized, possessed of and well sufficiently entitled to, all that plot delineated as "Plot B" admeasuring 3,700 sq.mts., forming part of an immovable property known as "MAJREM GALLU" and "AFORAMENTO GALLUM", situated at Carona in Aldona Village, which property is registered in the Land Registration Office of the Judicial Division of Bardez under No. 20170 recorded at page 79 of Book No. B-52 and found enrolled in the Taluka Revenue Office of Bardez, Goa, under Matriz No. 1221, totally admeasuring an area of 7,600 sq.mts. situated at





Carona in Aldona Village, within the local limits of the Village Panchayat of Aldona, Taluka and Registration Sub-District of Bardez, Mapusa-Goa, District of North-Goa, surveyed under No. 337/1 of Village Aldona. The said immovable property, totally admeasuring an area of 7,600 sq.mts. surveyed under No. 337/1 of Village Aldona, is hereinafter referred to as the "SAID PROPERTY" and is more particularly described with its present boundaries in the Schedule I hereunder written. The SAID PROPERTY is shown marked surrounded with red colour boundary line on the plan hereto annexed and marked as Annexure "A". And the said plot of land admeasuring an area of 3,700 sq.mts. forming part of the SAID PROPERTY is hereinafter referred to as the "SAID PLOT" and is more particularly described with its present boundaries in the Schedule II hereunder written. The SAID PLOT is shown marked surrounded with blue colour boundary and hatched lines on the plan hereto annexed and marked as Annexure "A".

- B. The Owner intents to now develop the SAID PLOT.
- C. The Owner is in vacant, peaceful, unencumbered physical and legal possession of the SAID PLOT as the sole and absolute owner thereof and the name of the Owner is mutated/reflected as the owner/ holder in the revenue records in respect of the SAID PROPERTY which includes the SAID PLOT.
- D. The Owner has a clear and marketable title to the SAID PLOT, free from encumbrances and reasonable doubts of whatsoever nature, except for what is stated herein.
- E. The Developer is engaged in the business of development and construction of real estate properties and is having the expertise and experience to undertake the development of immovable properties including the SAID PLOT.
- F. The Owner has shown its willingness and interest to offer the SAID PLOT for the purposes of development and has been looking for a prospective developer. The Developer having come to known about the Owners' intent about the development of the SAID PLOT, has approached the Owner and offered to undertake the development of the SAID PLOT.
- G. Relying on the representations, assurances and warranties of the Owner with respect to the title of the SAID PROPERTY which includes the SAID PLOT and other factors, which permit and allow the development of the SAID PLOT, the Developer has agreed to enter into this Agreement with the Owner for the development of the SAID PLOT on the terms and conditions contained herein.





NOW THIS AGREEMENT WITNESSESTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

 The Parties do hereby declare and confirm that whatever is recited hereinabove shall be treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim.

2. Development Rights and Potential of the SAID PLOT:

- 2.1 On execution of this Agreement, the Owner hereby agrees, declares and confirms to grant exclusive and irrevocable development rights to the Developer in respect of the **SAID PLOT** as per the mutual understanding and arrangement agreed and recorded between the Parties hereto.
- Further, in accordance with the terms hereof, the Owner has granted an exclusive license, right and absolute authority to enter upon the **SAID PLOT** for the purposes as stated herein, for due performance, observance and fulfillment of the obligations by the Developer as recorded herein. Such exclusive license, right and absolute authority to enter upon the **SAID PLOT** should not amount to or be treated as giving possession of the **SAID PLOT** to be developed in accordance with the terms and should not be considered as creation of any right title and interest in respect of the **SAID PLOT** to and in favor of the Developer. It has been expressly clarified and agreed between the Parties hereto that this Agreement will not be contemplated to be a transfer of the **SAID PLOT** in accordance with section 53A of the Transfer of the Property Act, 1882.
- 2.3 Prior to execution of this Agreement, the Parties hereto have independently through their respective architects/ consultants, evaluated all the factors for the development of the SAID PLOT including the Floor Area Ratio ("FAR") and other benefits that can be availed on the development thereof.
- 2.4 In view of the aforesaid, and after considering all the factors pertaining to the development of the SAID PLOT, the Parties have computed and arrived at a conclusion that the total construction area on the SAID PLOT, post development shall be upto about 21,714.1 square feet built up area, equivalent to about 2,017.3 square meters built up area, which will comprise of the following as under:

No.	Particulars of the Constructed Area on the SAID PLOT	Aggregate Area (in Square Feet)	Aggregate Area (in Square Meters)
1	6 (five) Residential Villas- Built up Area	17,337.4	1,610.7
4	6 (five) Homes - Semi Covered Areas	2,450	227.6
5	Staff Quarter Block Area	1,926.7	179
	Total	21,714.1	2,017.3





2.5 In accordance with the terms hereof and what is stated hereinabove, the Developer at the request of the Owner has agreed to undertake the development of the SAID PLOT and the Parties hereto have mutually agreed to and arrived at an arrangement for the development of the SAID PLOT, by way of area sharing, in the manner stated herein.

The Parties are fully aware and conversant and hereby confirm that the total constructed area referred to in Clause Error! Reference source not found. hereinabove are tentative areas (with a ten percent addition), are subject to final/revised approval, sanction, permission, etc. from the concerned authorities with respect to the development of the SAID PLOT. It has been expressly clarified and agreed between the Parties hereto that the total constructed area of the SAID PLOT, approved/sanctioned by the concerned authorities (i.e. any addition, reduction or revision to any constructed area on the SAID PLOT referred to hereinabove), shall be final and binding on the Parties hereto, for the purposes of area sharing as agreed and recorded herein.

Owner's Share

- a) the Owner shall be entitled to 13% (Thirteen per cent) of the total constructed area on the SAID PLOT i.e. about 2,823 square feet built up area, equivalent to about 262.3 square meters built up area (hereinafter referred to as the "Owners Share"), out of total constructed area admeasuring 21,714.1 square feet built up area, equivalent to about 2,017.3 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense, as provided herein and more particularly described in the Schedule III hereunder written.
- b) The Owner hereby agrees, declares and confirms the Owners Share as recorded herein and it will not demand any additional area, consideration, compensation and/or raise any claim, dispute, objection, etc. with the Developer with respect thereto at any time hereafter.

Developer's Share

- the Developer shall be entitled to the remaining balance 87% (Eighty Seven per cent) of the total constructed area on the SAID PLOT i.e. about 18,891 square feet built up area, equivalent to about 1,755 square meters built up area (hereinafter referred to as the "Developers Share"), out of total constructed area admeasuring 21,714.1 square feet built up area, equivalent to about 2,017.3 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense, as provided herein, and more particularly described in the Schedule IV hereunder written.
- 2.6 The Parties have agreed and clarified that the staff quarter, driveway, pathway, utility services etc. to be constructed and developed in the SAID PLOT, subject to approval /permission from the concerned authorities, for the exclusive and collective use and





enjoyment by the respective owners of the residential premises/ villas, of the Owners Share and Developers Share, will at all times hereinafter be treated as and deemed to be "Common Areas and Facilities".

- 2.7 For the purposes of clarity and for avoidance of doubts, the provision and construction of the terraces/decks and swimming pool appurtenant to the respective villas, in the Owners Share and Developers Share, in aggregate admeasuring about 3,678 square feet built up area equivalent to about 341.7 sq.mts. built up area, does not form part of the FAR and have not been included in the computation for the total constructed area of about 21,741.1 square feet built up area, equivalent to about 2,017.3 square meters built up area as stated hereinabove.
- During the subsistence of this Agreement and prior to completion of the construction/ development of the SAID PLOT i.e. completion of the Owners Share, Developers Share and the Common Areas and Facilities as provided herein, if any additional construction is permitted or any benefit is made available, which can be utilized by the Developer on the SAID PLOT, the said additional construction / benefit will be shared between the Parties hereto in the same proportion / percentage as agreed and recorded herein i.e. 13% (Thirteen per cent) will be the Owners Share and 87% (Eighty Seven per cent) will be the Developers Share.
 - 2.9 It has been expressly clarified that the Developer shall at its sole discretion be entitled to avail the benefit as provided in the foregoing Clause 2.7 and the Developer shall not be obligated or bound to construct the said additional area on the SAID PLOT. In such an eventuality, the Parties will mutually agree to such terms and conditions for the utilization of the additional benefit as provided herein or in the alternative, the Developer with the written consent of the Owner, shall be entitled to transfer, sale or assign the proportionate share of the Developers Share to any person by way of Transfer Developments Rights ("TDR") and/or in such manner as may be permissible under applicable law and the Owner will not object to nor raise any claim with respect thereto.
 - 2.10 The Developer shall be entitled to modify or amend the design/s, plan/s, proposed /approved layout plan/s of the SAID PLOT including for the residential premises/ villas and/or submit fresh plans for the layout of SAID PLOT to be developed, to the concerned authorities, without any reduction /deduction to the percentage of the Owners Share to be allotted to the Owner in accordance with the terms hereof, without any prior consent/ permission from the Owner and the Owner hereby gives its/ his/ her express consent / permission to the Developer to modify, alter and submit fresh plans in respect of the SAID PLOT as provided herein.
 - 2.11 It has been expressly clarified, agreed and confirmed between the Parties that the Developer shall be entitled to commence the development of the SAID PLOT in such manner as it deems fit and proper and the Owner shall not compel the Developer to commence and complete the development of the Owners Share prior to completion of the Developers' Share.





- 2.12 Neither Party shall have any claim or objection with respect to the share of the other Party as provided herein nor do any act, thing, deed, etc. which is detrimental to the rights of the other Party or prejudicially affects either Party or is contrary to the terms hereof.
- 2.13 It is hereby expressly agreed and confirmed between the Parties hereto that the respective Party shall be entitled to receive in its own name, the proceeds from the sale of the residential premises/ villas i.e. the Owner shall be entitled to receive the proceeds from the sale of the Owners Share and the Developer shall be entitled to receive the proceeds from the Developers Share, without any consent or permission of the other Party. However, post execution of this Agreement, the Parties may enter into such arrangement or understanding to receive the sale proceeds, in the name of and for and on behalf of the Party, as the case may be.
- 2.14 The Parties hereto have agreed to become a confirming party to the agreement/s for sale, sale deeds, documents, writings, etc. that may be entered into between the respective Party and the prospective purchasers of the residential premises/ villas constructed or to be constructed on the SAID PLOT, if required and not otherwise. The Owner will not object to, protest or raise any claim or demand any compensation from the Developer, for being a confirming party, with respect to what has been agreed hereinabove.
- 2.15 In respect of the Developers Share, the Developer shall be at liberty to sell, transfer and/or allot a residential premises/ villa/s and/or rights in the residential premises /villa/s and structures to be constructed on the SAID PLOT and/or to enter into any package deal or arrangement for allotment, sale and transfer of residential premises/ villa/s and structures to be constructed on SAID PLOT, at such price/consideration and on such terms and conditions, as the Developer may feel appropriate and the Owner will not claim or raise any objection with respect thereto.
- 2.16 At the request of the Developer, the Owner hereby agrees to execute a specific power of attorney to and in favor of the Developer and its authorized representatives, with powers and authority to all acts, deed, things, etc. for and in connection with the development of the SAID PLOT. Irrespective of the specific power of attorney being executed in favor of the Developer as contemplated herein, in the event, the Owner is required to remain present or attend before the concerned authorities for the purposes, for and in connection with this Agreement, the Owner shall forthwith attend to and cooperate with the Developer, without any excuses and delays. Further, the Owner shall execute all documents, deeds, writings, etc. that may be required by the Developer from time to time for the purposes as stated herein.
- 2.17 The Parties hereto along with the owner of another distinct plot of land delineated as "Plot A" admeasuring an area of 3,900 sq.mts. forming part of the SAID PROPERTY have made or agreed to make certain provisions for the infrastructure facilities and common amenities proposed to be constructed and developed on the SAID PROPERTY subject to approval/sanction from the concerned authorities. For the said

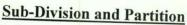


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PROPERTY, the Parties hereto along with owner of the said Plot A forming part of the SAID PROPERTY, have executed or may execute certain documents, writings, etc. with respect to what is stated herein, for the betterment, management and administration of the SAID PROPERTY including the SAID PLOT. The Parties hereto and all purchasers of the respective Owners Share and Developers Share of the SAID PLOT, shall agree to unconditionally abide by what has been agreed to or will be agreed between the Parties hereto including the owner of the said Plot A forming part of the SAID PROPERTY without any claims, objections or excuses of any nature whatsoever and such arrangement / agreement arrived at between the Parties hereto and the owner of the said Plot A forming part of the SAID PROPERTY shall be binding on the purchasers of the Owners Share and Developer Share and their respective successors in title.

2.18 The name of the entire project to be developed on the SAID PLOT shall at times hereafter be known as "MILA VADDO".



It has been expressly agreed and confirmed by the Owner that, prior to execution of this Agreement, it has not filed nor made any submission/ application for partition, sub-division of the SAID PLOT and/or any part thereof nor will file or make any submission/ application with respect thereto during the subsistence of this Agreement or event otherwise. Provided However, if such partition or sub-division of the SAID PLOT and/or any part thereof is required to be undertaken for the implementation and to avail any additional benefit or advantage from a development perspective by the Developer, which shall be subject to approval/ sanction from the concerned authorities, the Owner hereby grants its irrevocable consent and authority to the Developer for such partition/ sub- division and the Owner will at all times hereafter cooperate with the Developer for such partition / sub- division, as the case may be.

4. Completion of the Development

- 4.1 The Developer has agreed to complete the development of the **SAID PLOT** in accordance with the layout plan approved/sanctioned by the concerned authorities and of the residential premises/ villas on or before 30th June, 2026, subject to Force Majeure Events as provided hereinbelow.
- 4.2 Save and except for the Force Majeure and for any reason not attributable to the Developer, if the Developer fails to deliver or delay in the completion of the development of the SAID PLOT, in particular, the Owners Share, within the time period stipulated hereinabove, the Owner shall be entitled to grant an additional time/ grace period of 6 (six months) to the Developer to complete the development.
- 4.3 If the Developer fails to complete the development during the additional grace period of 6 (six months) granted by the Owner as stated hereinabove, in such eventuality, the Owner at the request of the Developer and after ascertaining the status of development





of the **SAID PLOT**, in particular, the Owners Share, the Owner may extend or grant an additional time period to the Developer for completion of the development.

- 4.4 The Developer shall, at its own cost and expense, be solely liable and responsible for obtaining all the requisite permissions, licenses, approvals, order, sanad, etc. pertaining to the development of the SAID PLOT and the occupancy certificate for the respective residential premises/ villas for the Owners Share and also, for the Developers Share. The Developer shall ensure that the development of the project is completed in all respects including the Common Areas and Facilities as stated herein.
- 4.5 Upon completion of the construction and development of the Owners Share or any part thereof in accordance with the terms hereof and the Developer obtaining occupancy certificate in respect of the Owners Share or any part thereof from the concerned authorities, the Developer shall forthwith, from time to time, inform the Owner about the same in writing to take possession of the Owners Share or any part thereof, within 30 (thirty) days from the date of intimation from the Developer, failing which it shall be deemed that the Owner has taken possession of the Owners Share or any part thereof, as the case may be. Further, the Owner shall be liable and responsible for payment of all statutory taxes and outgoings, etc. in respect of the Owners Share or any part thereof from the date of occupation certificate, irrespective of the handover taken from the Developer as provided herein.
- 4.6 The development of the **SAID PLOT** shall be deemed to be complete in all respects upon the Developer handing over vacant and peaceful possession of the Owners Share or any part thereof to the Owner as provided hereinabove and to the prospective purchasers of the Developers Share, upon receipt of the occupancy certificate for the Developers Share or any part thereof, as the case may be.
- 4.7 Prior to taking the possession of the Owners Share as stated herein, the Owner shall visit, inspect, verify and satisfy itself with respect to the quality of construction and completion thereof and any defect or deficiency shall be forthwith be drawn attention of the Developer to enable the Developer to carry out and rectify the defects and deficiencies, if any, failing which the Owner shall not be entitled to claim or seek redress against the Developer in respect thereof.
- 4.8 Save and except for structural defects, cracks/dampness shall not be considered as defective work and further, the Developer shall not be responsible for colour/painting work, variations in size of flooring tiles, glazed tiles or any natural stones like marble, granite, or any sanitary fitting etc. The Owner shall not be entitled to claim from the Developer, any amount towards the cost, expenses or charges of repairing or curing any defects undertaken or carried out by the Owner in the Owners Share, without the prior written consent of the Developer.
- 4.9 Upon completion of development of the SAID PLOT or any part thereof, the Developer shall at its sole discretion appoint a maintenance agency for the administration and maintenance of the SAID PLOT and the Owner and/or the owners/purchasers of the Owners Share, contribute and pay to the Developer or to the







maintenance agency, all costs and expenses incurred towards the maintenance, security, house-keeping, electricity, water, municipal taxes, outgoings and expenses, etc. at actuals, based on the proportionate area, for which construction has been completed by the Developer.

4.10 Upon completion of development of the SAID PLOT in accordance with the terms hereof and as per the applicable provisions of law, the Parties hereto will liable and bound to convey its share right title and interest in the SAID PLOT to and in favor of the prospective purchasers/ owners of the residential premises/ villas of the Owners Share and the Developers Share, or the association of the owners, entity, organization etc. formed for the administration and maintenance of the SAID PLOT and/or any part thereof, as the case may be.

Representations, undertakings, assurances, covenants of the Owner:

The Owner is seized, possessed of and well sufficiently entitled to the SAID PLOT, with clear and marketable title, free from encumbrances, except for what is stated herein.

The Owner is entitled to enter into this Agreement with the Developer and that it has full right and authority to sign and execute the same.

- 5.3 The Owner has not done any act, deed, matter or thing whereby or reason whereof, the rights of the Developer for the development of the **SAID PLOT** or any part thereof, are prejudicially affected and the Developer is prevented from fulfilling its' obligations and compliance of the terms and conditions hereof in any manner whatsoever.
- 5.4 Prior to execution of these presents, the Owner has not agreed, committed or contracted or entered into any agreement, memorandum of understanding or writings, etc. for the sale, transfer, lease and leave and license or even otherwise of any nature whatsoever in respect of the SAID PLOT or any part thereof with any person or persons other than the Developer herein.
- 5.5 The Owner has not created any mortgage, charge, security, availed any loan or financial assistance, or created any other encumbrance/s on the SAID PLOT in any manner whatsoever as mentioned herein nor will hereinafter, create any mortgage, charge, security, avail any loan or financial assistance, or create any encumbrance/s on the SAID PLOT or any part thereof in any manner whatsoever.
- 5.6 The Owner shall render all assistance and co-operation that may be required by the Developer from time to time to carry out the development work in respect of the SAID PLOT and construction and completion of the villa/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom.
- 5.7 The Owner shall not object to any decision of the Developer pertaining to development of the SAID PLOT and/or construction of the residential premises/ villa/s such as; design, layout, number of residential premises/ villas to be constructed, collaterals,





branding, sale and the price of the residential premises/ villa/s as long as the development is in accordance with sanctioned/ approved plans, drawings and the governing bye laws, rules and regulations, applicable laws, as the case may be.

- 5.8 The Owner shall not hire and/or engage any other person in connection with the development and construction of the SAID PLOT including marketing of the residential premises/ villas to be constructed thereon and any services to be rendered by the Developer.
- 5.9 The Owner hereby expressly agrees to grant and hereby grants permission to the Developer, on the completion, before completion and during construction of the residential premises/ villas, to publish pictures of the residential premises/ villas (interiors and exteriors) including but not limited to the swimming pool, garden, landscaping etc. displaying on the Developer's website www.isprava.com or any such website as the Developer may deem fit and any other print material, etc. as the Developer may require to be made from time to time to show the quality of the work done by the Developer.

There is no impediment to enter into this Agreement under any law or contract nor is there is any statutory prohibition or restriction on sale, development, transfer of the SAID PLOT and/or any part thereof and further, the SAID PLOT is not subject to any acquisition proceedings or otherwise, howsoever remote, of any kind whatsoever.

- 5.11 There is/was no statutory bar or prohibition to acquire/hold the SAID PLOT including and not limited to any provisions under the Goa Town & Country Planning Act, 1974, Goa Land Revenue Code, 1968 or any other provision of law applicable to the SAID PLOT.
- 5.12 The Owner has not created any right of way nor granted any access, ingress or egress or otherwise to any person to the SAID PLOT in any manner whatsoever. Provided However, if any access or right of way is to be created on the SAID PLOT for the development of the SAID PLOT and/or any part thereof, the Owner will cooperate with the Developer for the same and unconditionally execute such writings and documentation pertaining thereto.
- 5.13 There are no disputes or otherwise pending with respect to the boundaries for the SAID PLOT.
- 5.14 The Owner has paid and hereby undertakes to forthwith pay all the property/municipal taxes, statutory outgoings, charges, expenses, etc. pertaining to the SAID PLOT till the date hereof including any arrears, outgoings, etc. due and payable for the period prior to this Agreement. Further, the Owner shall continue to pay and be liable for all the property/municipal taxes, statutory outgoings, charges, expenses, etc. pertaining to the SAID PLOT as the owner of the SAID PLOT till the completion of development of the SAID PLOT in all respects as provided herein.





- 5.15 Further, the Owner shall be solely liable and responsible for stamp duty and/or registration fees, including penalty, if any, required to paid to any statutory authority in respect of any title documents relating to the SAID PLOT, prior to the date of this Agreement and shall keep the Developer indemnified for the same.
- 5.16 The Owner has not omitted to disclose to the Developer any material fact in respect of the **SAID PLOT**. The Owner is fully aware and conversant that the Developer has agreed to enter into this Agreement and carry out its obligations under this Agreement, relying upon and believing the statements, representations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate.
- 6. Representations, undertakings, assurances, covenants of the Developer
- 6.1 The Developer agrees to develop and/or cause to be developed the SAID PLOT on the terms mentioned herein and as permitted by the concerned authorities.
- 6.2 The Developer has the expertise and experience in constructing residential properties, and the Developer shall, entirely at its own costs, solely undertake the designing, planning, construction, development, marketing and sale of residential premises/ villa being developed and constructed on the SAID PLOT.

The Developer shall apply for, obtain entirely at its own costs and pay for all necessary permissions, etc. for the development of the SAID PLOT from time to time including demolition of all existing structures, if any, and any other necessary clearances as may be required for the development of the SAID PLOT.

- 6.4 It is hereby agreed that in all matters relating to design, layout, number of residential premises/ villas to be developed, contractors, vendors /suppliers' selection, dealing with the concerned authorities, marketing strategies for the publication of marketing collaterals viz. brochures, hoardings etc., the decision of the Developer shall be final. All the costs charges and expenses in that behalf shall be to the account of the Developer only.
- 6.5 The Developer shall be entitled to enter into separate contracts in its own name with building contractors, architects, structural engineer, RCC consultants and other such consultants to prepare designs/plans and engage professionals for all other services that may be required for undertaking the development of the SAID PLOT, at its risk and make necessary payments /pay fees to them.
- 6.6 All the residential premises/ villas will be marketed and sold by the Developer under such brand and logo as the Developer deems fit and proper and the Owner will not object to the same at any time in any manner whatsoever.
- 6.7 The Developer is entitled to enter into this Agreement with the Owner and that it has full right and authority to sign and execute the same.
- 6.8 The Developer shall complete construction of the residential premises/ villa/s on or before 30th June, 2026.





- 6.9 The Developer shall be entitled to create any mortgage, charge, avail loan or financial assistance or create any other encumbrance whatsoever on the residential premises/ villas to be constructed on the **SAID PLOT** i.e. on the development rights granted to the Developer in accordance with the terms hereof.
- 6.10 The Developer confirms and agrees that the entire development of the SAID PLOT shall be carried out by the Developer and that the Owner shall not be responsible in any manner whatsoever either in the development/ construction activity or for any payments to the employees, contractors, consultants, agents, etc. of the Developer, as the case may be.
- 6.11 The Developer shall, at its own cost and expense, register the project i.e. construction and development of the SAID PLOT as stipulated hereunder, under Real Estate Regulation Act, 2016 ("RERA") and will comply with all the terms and conditions and rules and regulations as required to be complied with under the RERA for this project. The Owner shall be a co-promoter of the said project in terms of RERA.

Transfer/ Assignment

Post execution of this Agreement, the Owner shall not assign/transfer its share, right, title or interest or create any third party rights in the **SAID PLOT** or any part thereof, except with prior written consent of the Developer and not otherwise.

7.2 In accordance with the provisions of RERA, the Owner hereby expressly permits and consents to allow the Developer to transfer or assign the benefits of this Agreement to any of its subsidiary, affiliates, group entities, etc. or any third party on such terms and conditions as it may deem fit and proper, without any prior consent/permission from the Owner and such consent for the transfer/assignment of this Agreement by the Developer as provided herein, shall be binding upon the prospective purchaser/s of the Owners' Share in the SAID PLOT. Provided However, such proposed transferee/assignee shall at all times be liable and responsible for due performance and observance of the terms and conditions contained herein.

8. Force Majeure

- 8.1 Neither Party shall be liable to the other for its failure to perform or fulfil any of its obligations to the extent that its performance is delayed or prevented, in whole or in part, due to any event, series of events, crisis, or state of affairs including acts of God or such other events beyond the reasonable control of the either Party:
 - a) any action of the Government, orders, terrorist activities, cyberattacks, lightening, earthquake, tempest, cyclone, flood, storm, hurricane, tornado, volcanic eruption or fire or other casualty or accident or landslide, natural calamity not expressly referred to therein; or
 - b) war, act of terrorism, insurrection, rebellion, riots or other civil unrest/violence, bandh or boycotts, or other violence etc.; or





- epidemics, pandemics, quarantine restrictions or other public health restrictions or advisories accompanied by a Government order/ notification mandating such restrictions; or
- d) strikes, lockouts or other labour interruptions; or
- e) disruption to local, national or international transport service, trade embargoes directly interrupting the performance of this Agreement

and which event prevents the Developer from performing its obligations under this Agreement and which act or event is beyond the reasonable control and not arising out of the fault of the Developer and the Developer has been unable to overcome such act or event by the exercise of reasonable efforts, skill and care, including through expenditure of reasonable sums of money (each event referred to as a "Force Majeure Event").



If the Developer is unable to perform any of its obligations hereunder as a result of Force Majeure Event, the Developer shall: (i) give a written intimation to that effect to the Owner as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and (ii) use reasonable efforts to remedy such occurrence as quickly as possible. To the extent required, by any such occurrence of Force Majeure Event, performance hereunder by the Developer shall be suspended during the continuance of any such occurrence (but for no longer period). When such Force Majeure Event is remedied or ceased to be applicable, the Developer shall notify in writing to the Owner about the same.

8.3 Upon occurrence of the Force Majeure Event, the Parties will forthwith mutually assess the situation and agree to an amicable resolution with the intent to fulfil the purpose of this Agreement or termination of this Agreement, as the case may be.

9. Termination:

- 9.1 Save and except for a Force Majeure Event as stated hereinabove, neither Party shall be entitled to voluntarily terminate this Agreement, except for the reasons and account of, as provided herein.
- 9.2 In the event of any breach /default of the terms and conditions of this Agreement by either Party, in that case, the non-defaulting Party shall give a written notice of 30 (thirty) days to the defaulting Party, referring to the default/ breach committed of the terms and conditions hereof and to cure/ rectify the same within the said notice period, failing which this Agreement shall deemed to be terminated on the expiry of 30 (thirty) days' notice period, without any further notice or intimation to the defaulting Party and the consequences of termination shall follow.

By the Owner

- 9.3 Subject to Clause 8 and Clause 9.2 hereinabove, the Owner shall not be entitled to terminate this Agreement, save and except for the reasons and on account of:
 - failure on the part of the Developer to rectify/ cure the breach committed and failure to fulfil its obligations under this Agreement;





- in the event of any bankruptcy or insolvency proceedings have been adjudicated and accepted by the Court of Law or concerned authorities against the Developer;
- any proceedings for winding up has been filed resulting into appointment of any Court Receiver or official liquidator/ insolvency resolution professional for the assets and business of the Developer;
- d) any act, deed, thing, etc. committed by the Developer which is contrary to the applicable provisions of law and the purposes of this Agreement cannot be achieved as agreed herein.
- 9.4 In the event of termination of this Agreement, for reasons attributable to the Developer as stated hereinabove, the Developer shall forthwith remove all its employees, contractors, representatives, contractors, personnel, equipment, machinery, etc. from the SAID PLOT and/or any part thereof and the Developer shall be entitled to handover copy of all permissions, licenses, building plans, drawings, designs, etc. to the Owner in respect of the SAID PLOT.

Upon termination of this Agreement by the Owner as provided herein, the Owner shall be entitled to deal with, sell, transfer and assign the **SAID PLOT** to any person or third party in such manner as the Owner may deem fit.

- 9.6 Further, upon termination of this Agreement, if the Owner has agreed to or sold the Owners Share, in that case, the Owner shall be solely liable and responsible for the fulfillment of the obligations as may be agreed and recorded between the Owner and the prospective purchaser, in the agreement for sale, deed of sale and/or any such writings, etc. as may be executed between the parties thereto.
- 9.7 Upon termination of this Agreement, the specific power of attorney, if any, is executed by the Owner to and in favor of the Developer and/or its representatives for the purposes of development of the SAID PLOT as stated hereinabove, shall deemed to be revoked and stand terminated with immediate effect, without any notice or intimation of such termination.

By the Developer

- 9.8 Subject to Clause 8 and Clause 9.2 hereinabove, without prejudice to the other rights under this Agreement, the Developer shall not be entitled to terminate this Agreement, save and except for the reasons and on account of:
 - failure on the part of the Owner to rectify/ cure the breach committed and failure to fulfil its obligations under this Agreement;
 - b) in case, if any defect is found in the title of the Owner, resulting into prevention /obstruction of the development of the SAID PLOT and ultimately, the final transfer/ conveyance/ assignment of the share right title and interest of the Owner in the SAID PLOT to the owners/ purchasers of the residential premises/ villa of the Owners Share and the Developers Share, as the case may be;
 - c) in the event of any bankruptcy or insolvency proceedings have been adjudicated and accepted by the Court of Law or concerned authorities against the Owner;





- any proceedings for winding up has been filed resulting into appointment of any Court Receiver or official liquidator/ insolvency resolution professional for the assets and business of the Owner;
- e) any act, deed, thing, etc. committed by the Owner which is contrary to the applicable provisions of law and the purposes of this Agreement cannot be achieved as agreed herein.
- e) the Developer is prevented from undertaking the development of the SAID PLOT in accordance with the terms hereof by any persons and/or concerned authorities for any reasons directly or indirectly attributable to the Owner;
- 9.9 In the event of termination of this Agreement, for reasons attributable to the Owner as stated hereinabove, the Developer shall forthwith stop the development and construction work on the SAID PLOT and remove all its employees, contractors, representatives, contractors, personnel, equipment, machinery, etc. from the SAID PLOT and/or any part thereof.
 - 10 Upon termination of this Agreement, all the permissions, licenses, building plans, drawings, designs, etc. in respect of the development of the SAID PLOT shall solely belong to the Developer, provided however, for the purposes of completion of the development and construction of the SAID PLOT, the Developer shall provide a copy of the same to the Owner, subject to receipt of the compensation and interest from the Owner as provided hereinabove.
- 9.11 Further, upon termination of this Agreement, if the Developer has agreed to or sold any of the residential premises/ villas to any prospective purchaser or person from the Developer Share, in that case, the Owner shall be solely liable and responsible for the fulfillment of the obligations as may be agreed and recorded between the Developer and the prospective purchaser or person, in the agreement for sale, deed of sale and/or any such writings, etc. as may be executed between the parties thereto.
- 9.12 Upon termination of this Agreement, and refund and repayment of the amounts agreed and recorded herein by the Parties, the Owner shall be entitled to deal with, sell, transfer and assign the SAID PLOT to any person or third party in such manner as the Owner may deem fit and not otherwise.

10. Finance/Loans

- 10.1 On execution of this Agreement, the Owner has granted its consent and no objection to the Developer to avail loan and financial assistance from any person, bank, financial institution by creating a charge or security on the Developers Share and the Developer will be solely liable and responsible for the repayment of the same, without prejudicially affecting the share right title and interest of the Owner in respect of the SAID PLOT.
- 10.2 The prospective purchasers of the residential premises/ villas in the SAID PLOT, falling under the Owners Share /Developers Share, shall be entitled to raise a loan/ financial assistance from any person, bank, financial institution by creating a charge





or security on the proportionate area of their respective residential premises/ villas, and will be solely liable and responsible for the repayment of the same, without prejudicially affecting the share right title and interest of the Owner in respect of the SAID PLOT and the development rights of the Developer as contemplated herein including the Developers Share.

11. Communications/ Notices

Any communication or notice to be served upon any Party to these presents shall always be in writing and shall be served either by (i) speed post with acknowledgment due or (ii) by courier at the respective addresses given below and within 7 (seven) days from the service thereof shall be deemed to be received by the addressee.

In case of the Owner:

To the Attention of: Legal Manager

Address: First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (W),

Mumbai 400 031 legal@isprava.com

In case of the Developer:

Email:

To the Attention of: Legal Manager

Address: First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (W),

Mumbai 400 031

Email: legal@isprava.com

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.

12. Dispute Resolution

In the event of any dispute, difference, claim or controversy arising out of or in connection with the interpretation or implementation of this Agreement, the Parties shall make an attempt to mutually resolve the dispute without intervention of any third party within a period of 30 (thirty) days from the date of occurrence of such dispute. However, if the Parties fail to resolve the dispute or difference within a period of 30 (thirty) days as stated herein, the dispute or difference arising between the Parties with respect to this Agreement or any matter in connection therewith or relating thereto shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force. The dispute shall be referred to arbitration at the written request of either Party to the sole arbitrator mutually appointed by the Parties within 15 (fifteen) days from the date of expiry of the 30 (thirty) days' notice period, and the venue of arbitration shall be Mumbai and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding on the Parties. The fees for arbitration shall be borne and paid by the Parties equally.





13. **Indemnity**

- 13.1 Each Party mutually agrees to indemnify, defend and hold harmless the other Party (including such other Party's directors, employees, representatives and agents) from any claims, liabilities, damages, losses and judgments, including costs and expenses incidental thereto, directly incurred by either Party as a result of breach or nonperformance, or misrepresentation or declarations as herein stated or made or negligence under this Agreement by either of the Parties.
- 13.2 Neither Party shall be liable to the other Party for any consequential, indirect, incidental, special, exemplary or punitive damages (including, but not limited to, indirect loss of profit or future loss of profit, reputation or goodwill and damages of third parties) or expenses in connection with the performance or failure to perform any provisions of this Agreement except those arising from:
 - fraudulent misrepresentation or misstatement; or death or personal injury caused by negligence; or

 - the specific terms of any indemnity in this Agreement.
 - This Clause shall continue without limit of time, and shall survive the termination of this Agreement.

Compliance of Applicable Laws

Both Parties shall be responsible for compliance of their respective obligations under the applicable laws.

Miscellaneous

- 15.1 The Parties hereto agree, declare and confirm that this Agreement does not constitute any joint venture or partnership between the Parties hereto. It is hereby agreed and declared that the Parties hereto have undertaken the obligations and have the rights specified herein on their own account as independent Parties and on a principle-toprinciple basis and not on behalf of or on account of or as agent of any of them or of anyone else.
- 15.2 If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement, shall not, so far as possible, be affected by the severance.
- 15.3 Any alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by both the Parties.
- 15.4 No failure or delay by a Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.





- 15.5 The stamp duty, registration fees and all other incidental expenses relating to the registration of this Agreement shall be borne and paid by the Developer. The Parties shall endeavor to attend the offices of the concerned Sub-Registrar of Assurances for the registration of this Agreement in accordance with the provisions of The Registration Act, 1908.
- 15.6 The original registered Agreement shall be kept by the Developer and a certified true copy thereof will be provided by the Developer to the Owner.

5.7 The Parties hereto shall bear and pay the professional charges of their respective Advocates/Solicitors.

for the purpose of stamp duty, this Agreement is valued at Rs. 1,85,00,000/- (Rupees One Crore Eighty Five Lakh Only).

SCHEDULE I REFERRED TO HEREINABOVE: ("Description of the SAID PROPERTY")

ALL THAT an immovable property known as "MAJREM GALLU" and "AFORAMENTO GALLUM", situated at Carona in Aldona Village, which property is registered in the Land Registration Office of the Judicial Division of Bardez under No. 20170 recorded at page 79 of Book No. B-52 and found enrolled in the Taluka Revenue Office of Bardez, Goa, under Matriz No. 1221, totally admeasuring an area of 7,600 sq.mts. situated at Carona in Aldona Village, within the local limits of the Village Panchayat of Aldona, Taluka and Registration Sub-District of Bardez, Mapusa-Goa, District of North-Goa and surveyed under No. 337/1 of Village Aldona.

The SAID PROPERTY is bounded as follows:

On the North: By the public road.

On the South: By the properties bearing Survey No. 337/2-A and 337/2 of the

same Village.

On the East: By the public road and

On the West: By the public road.

SCHEDULE II REFERRED TO HEREINABOVE: ("Description of the SAID PLOT")

ALL THAT plot delineated as "Plot B" admeasuring 3,700 sq.mts., forming part of the SAID PROPERTY known as "MAJREM GALLU" and "AFORAMENTO GALLUM", situated at Carona in Aldona Village, which property is registered in the





Land Registration Office of the Judicial Division of Bardez under No. 20170 recorded at page 79 of Book No. B-52 and found enrolled in the Taluka Revenue Office of Bardez, Goa, under Matriz No. 1221, totally admeasuring an area of 7,600 sq.mts. situated at Carona in Aldona Village, within the local limits of the Village Panchayat of Aldona, Taluka and Registration Sub-District of Bardez, Mapusa-Goa, District of North-Goa, surveyed under No. 337/1 of Village Aldona, described in the SCHEDULE I hereinabove.

The SAID PLOT is bounded as under:

On the North: By the public road;

On the South: By the properties bearing Survey Nos. 337/2 and 337/2-A(p) and

the remaining part of the property bearing Survey No. 337/1 of

the same Village;

On the East:

By the public road and

On the West:

By the remaining part of the property bearing Survey No. 337/1

of the same Village.

<u>SCHEDULE III REFERRED TO HEREINABOVE</u>:

("Owner's Share")

All that 13% (Thirteen per cent) of the total constructed area on the SAID PLOT (more particularly described in the SCHEDULE II hereinabove) i.e. about 2,823 square feet built up area, equivalent to about 262.3 square meters built up area, out of total constructed area admeasuring 21,714.1 square feet built up area, equivalent to about 2,017.3 square meters built up area, which will be developed and constructed by the Developer, at cost and expense of the Developer.

SCHEDULE IV REFERRED TO HEREINABOVE:

("Developer's Share")

All that 87% (Eighty-Seven per cent) of the total constructed area on the SAID PLOT (more particularly described in the SCHEDULE II hereinabove) i.e. about 18,891 square feet built up area, equivalent to about 1,755 square meters built up area, out of total constructed area admeasuring 21,714.1 square feet built up area, equivalent to about 2,017.3 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense.

SCHEDULE V REFERRED TO HEREINABOVE:

("Common Areas and Facilities")

- 1. Staff Quarter;
- 2. Driveway,
- 3. Pathways and
- 4. Utility services.

all, for the exclusive and collective use and enjoyment by the respective owners of the residential premises/ villas, of the Owners Share and Developers Share.





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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses herein below mentioned.

Signed and Delivered by the within named "the Owner" LAVAUX LUXURY PROJECT THREE LLP

Acting through its Partner Signatory viz., MR. ADITYA R. NAIK authorized vide LLP Resolution dated 8/02/2023.

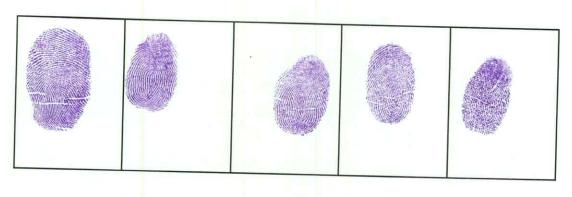




LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



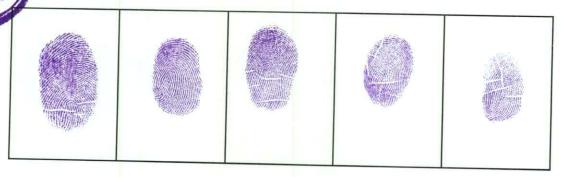




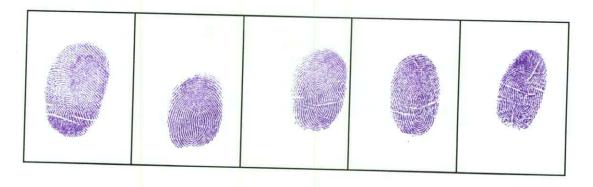
Signed and Delivered by the within named "the Developer" ISPRAVA VESTA PVT. LTD. Acting through its authorized signatory viz., MR. ADITYA R. NAIK authorized vide Board Resolution Dated 23/01/2023.



HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



WITNESS:

1. Adv. Sheshan Prakash Rawool, R/o. H. No. 287, Povacao, Moira Bardez-Goa.

2. Mr. Vasudev Rauji Chopedkar, R/o. 131, Khurban Wada Chopdem, Agarvado, Pernem-Goa.

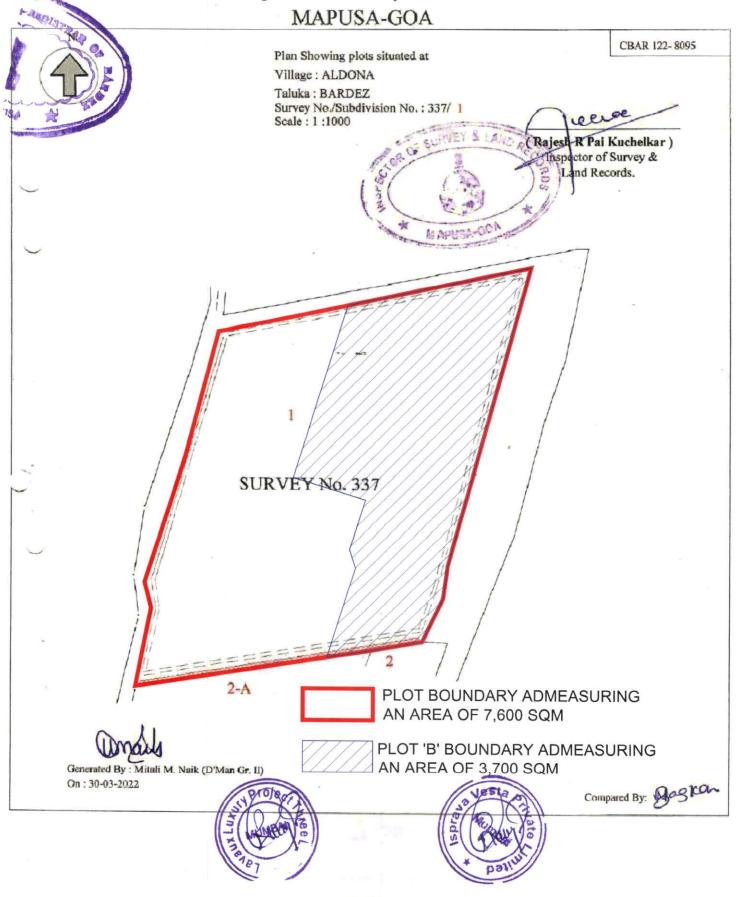






GOVERNMENT OF GOA

Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 16-Mar-2023 12:27:52 pm

Document Serial Number :- 2023-BRZ-1319

Presented at 12:08:15 pm on 16-Mar-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	Stamp Duty	536500
2	Registration Fee	555000
3	Tatkal appointment fee	10000
4	Processing Fee	2080
	Total	1103580

Stamp Duty Required:536500/-

Stamp Duty Paid : 536500/-

Presenter

Sr.NC	Party Name and Address	Photo	Thumb	Signature
	Aditya R. Naik Authorized Representative For ISPRAVA VESTA PVT LTD ,Father Name:Ranjan Naik,Age: 33, arital Status: ,Gender:Male,Occupation: Service, Address1 No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa 403002, Address2 - , PAN No.:			Curdury.

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Aditya R. Naik Partner Of LAVAUX LUXURY PROJECT THREE LLP, Father Name:Ranjan Naik, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, H.No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa 403002, PAN No.:			Andre

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Aditya R. Naik Authorized Representative For ISPRAVA VESTA PVT LTD, Father Name:Ranjan Naik, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, H.No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa 403002, PAN No.:	62		Print.

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: SHESHAN PRAKASH RAWOOL,Age: 30,DOB: 1992-04-02 ,Mobile: 9404454798 ,Email: ,Occupation:Advocate ,	0.10		Sent
2	Name: VASUDEV RAUJI CHOPDEKAR, Age: 25, DOB: ,Mobile: 8007531329 ,Email: ,Occupation: Service , Marital status: Unmarried , Address: 403512, Agarvado, Pernem, NorthGoa, Goa	1		Que

Sub Registrar

SUB-REGISTMAR

BARDEZ

Document Serial Number :- 2023-BRZ-1319



Document Serial No:-2023-BRZ-1319

Book :- 1 Document

Registration Number :- BRZ-1-1246-2023

Date: 16-Mar-2023

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

SUB-REGISTMAR

BARDEZ

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