

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

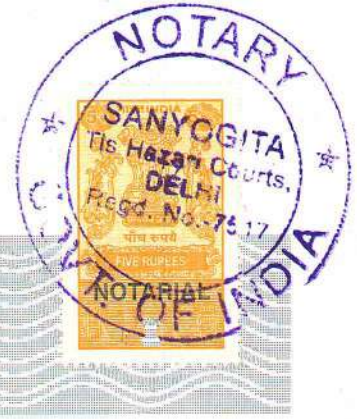
## e-Stamp



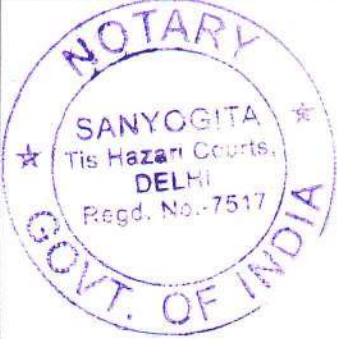
सत्यमेव जयते

Certificate No.	: IN-DL30323222383665T
Certificate Issued Date	: 29-Sep-2021 10:54 AM
Account Reference	: IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85750356337726978415T
Purchased by	: VIANAAR HERITAGE DEVELOPMENT PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VIANAAR HERITAGE DEVELOPMENT PVT LTD
Second Party	: REALCON RESIDENCY LLP
Stamp Duty Paid By	: VIANAAR HERITAGE DEVELOPMENT PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

सत्यमेव जयते



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### DEVELOPMENT AGREEMENT

This development agreement for sale is made at New Delhi, on this 22<sup>nd</sup> day of the month of October of year 2021.

*[Signature]*

*[Signature]*

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



**BETWEEN**

**VIANAAR HERITAGE DEVELOPMENT PVT LTD.**, a company incorporated under the Indian Companies Act, PAN Card no. [REDACTED], having their office at 97-B, GF Manak Shaw Road, Anupam Garden, Sainik Farms, New Delhi 110068, represented by its Director **MR. AKSHAY CHAUDHRY** son of Lt. Col. Ajay Chaudhry, 39 years of age, Holder of PAN Card no. [REDACTED], Indian National, E 47, Sector 39, Near Ryan International School, Noida Gautam Buddha Nagar Uttar Pradesh 201310, 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 LLP incorporated under the Limited Liability Partners Act 2008, LLP Identification No.AAO-2705, having PAN No. [REDACTED] and their Registered office at 378, MMM Road Amritsar Amritsar PB 143001 IN, represented by its Partner/Director **MRS. NEELAM NAGPAL**, wife of Mr. Vijay Kumar Nagpal, aged 61 years, Business, Married, Indian National, holding PAN Card number [REDACTED], resident of 97/B, Manekshaw Road, Anupam, Garden, Sainik Farm, New Delhi-110062, hereinafter referred to as **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns), of the, **SECOND PART**;

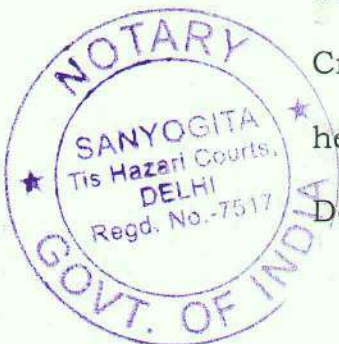


A. Chaudhry

AND WHEREAS there exists a property/parcel of land, known and/or denominated as 'Gonguerachem Bata', also known as 'Gonguerem Bata' also known as Gongere, situated in the ward Gonguerem, within the limits of the Village Panchayat, Assagao, admeasuring 3950 m2, described in the land registration office under No. 51232 of Book B 108, at page 112v (overleaf), enrolled in the Taluka Revenue Office under No. 1479 of the first circle, and presently surveyed under no. 166/14 of village, Assagao, taluka of Bardez, Goa hereinafter referred to as the SAID PROPERTY and more particularly described in SCHEDULE I herein under.

AND WHEREAS the SAID PROPERTY was originally owned and belonged to 1.) Elalina Ataide alias Elalina lucia Maria Marta Angelina Henriqueta Francisca Veloso e Ataide widow of Reginaldo de Ataide alias Reinaldo de Ataide alias Gonsaga Baptista Reinaldo Mirandulane de Ataide 2.) Maria Tereza Cristalina Ataide alias Maria Cristalina Ataide Haloween and her husband Melbourne Michael Holoween and 3.) Francisco Xavier Domingos Caetano Ataide.

AND WHEREAS upon being lawful owner in possession of the SAID PROPERTY, 1.) Elalina Ataide alias Elalina lucia Maria Marta Angelina Henriqueta Francisca Veloso e Ataide widow of Reginaldo de Ataide alias Reinaldo de Ataide alias Gonsaga Baptista Reinaldo Mirandulane de Ataide 2.) Maria Tereza Cristalina Ataide alias Maria Cristalina Ataide Haloween and her husband Melbourne Michael Holoween. 3.) Francisco Xavier Domingos Caetano Ataide, sold the said property to Caetano



*S. Chauhan*



Xavier Rodrigues alias Cajetan Xavier Rodrigues, along with his wife Agata Teodolinda de Souza e Rodrigues alias Agatha Theodolinda Rodrigues alias Agaeda Teodolinda de Sousa alias Agatha Theodolinda D'souza alias Agueda Teodolinda de Sousa vide Deed of Sale and Discharge dated 06/07/1964 duly registered before the Office of the Registrar of Registers and Notary Ex-officio in the Judicial Division of Bardez at Mapusa at Folios 13v of Book 659.

AND WHEREAS pursuant to Deed of Sale and discharge dated 06/07/1964, the name of Cajetan Xavier Rodrigues, along with his wife Agata Teodolinda de Souza e Rodrigues stands inscribed under Inscription No. 41572 at folios 178 of G-44.

AND WHEREAS vide Deed of Sale and Discharge dated 06/07/1964 Caetano Xavier Rodrigues alias Cajetan Xavier Rodrigues, along with his wife Agata Teodolinda de Souza e Rodrigues alias Agatha Theodolinda Rodrigues alias Agaeda Teodolinda de Sousa alias Agatha Theodolinda D'souza alias Agueda Teodolinda de Sousa became the owner in possession of the SAID PROPERTY.

AND WHEREAS Caetano Xavier Rodrigues alias Cajetan Xavier Rodrigues, along with his wife Agata Teodolinda de Souza e Rodrigues alias Agatha Theodolinda Rodrigues alias Agaeda Teodolinda de Sousa alias Agatha Theodolinda D'souza alias Agueda Teodolinda de Sousa were married under the regime of Communion of Assets.



*A. Chauhan*

AND WHEREAS the said Caetano Xavier Rodrigues alias Cajetan Xavier Rodrigues expired at Bombay on 23/08/1986 intestate, and without leaving any Will or any other disposition of his last wish but leaving behind his moiety holder his wife Agata Teodolinda de Souza e Rodrigues alias Agatha Theodolinda Rodrigues alias Agaeda Teodolinda de Sousa alias Agatha Theodolinda D'souza alias Agueda Teodolinda de Sousa and his universal heir namely:

- (1) Mr. Hipolito Antonio Jose Rodrigues alias Anthony Rodrigues, a bachelor.
- (2) Mrs. Blossom Espy Lawrence and her husband Derek Tom Lawrence.
- (3) Miss Cecila Conceicao Rodrigues, a spinster.
- (4) Mr. Domnic Angelo Rodrigues and his wife Mrs. Melda Rodrigues.
- (5) Mrs. Escolastica Doris Rodrigues D'souza and her husband Leonard D'souza and as such the said property devolved upon them.

AND WHEREAS the said Derek Tom Lawrence expired on 19/12/1999 at Bangalore, intestate, and without leaving any will or any other disposition of his last wish but leaving behind his widow, the said Mrs. Blossom Espy Lawrence and his universal children namely (1). Mrs. Nerissa Lawrence and her husband Bertrand John Cordeiro and (2). Amanda Lawrence.

AND WHEREAS upon the death of Caetano Xavier Rodrigues alias Cajetan Xavier Rodrigues an Inventory Proceedings came



*[Handwritten signature]*



to be initiated before the Civil Judge Senior Division, at Mapusa - Goa. Which came to be registered as Inventory proceedings no.25/2002/A

AND WHEREAS the SAID PROPERTY came to be listed as Item No.3 in inventory proceedings no.25/2002/A filled Before the Civil Judge Senior Division at Mapusa

AND WHEREAS vide the said Order dated 06/2/2004 passed by the Civil Judge Senior Division, at Mapusa - Goa, in Inventory Proceedings No. 25/2002/A it is transpired that widow and moiety holder Agata Teodolinda de Souza e Rodrigues alias Agatha Theodolinda Rodrigues alias Agaeda Teodolinda de Sousa alias Agatha Theodolinda D'souza alias Agueda Teodolinda de Sousa was allotted 1/2 of the said property, Mrs. Blossom Espy Lawrence was allotted (1/12) one twelfth share of the said property, Miss Nerissa Lawrence was allotted (1/24) one upon twenty four share of the said property, Miss Amanda Lawrence was allotted (1/24) one upon twenty four share of the said property, Miss Cecila Conceicao Rodrigues was allotted (1/6) one sixth share of the said property and Mrs. Escolastica Doris Rodrigues D'souza was allotted (1/6) one sixth share of the said property.

AND WHEREAS subsequently upon the death of Agata Teodolinda de Souza e Rodrigues alias Agatha Theodolinda Rodrigues alias Agaeda Teodolinda de Sousa alias Agatha Theodolinda D'souza alias Agueda Teodolinda de Sousa who expired on 20/8/2006 an Inventory Proceeding came to be



*A. Chauhan*

initiated by Hipolito Antonio Jose Rodrigues alias Anthony Rodrigues before the Civil Judge Senior Division, at Mapusa - Goa which came to be registered as inventory proceedings no. 06/2007/C

AND WHEREAS during the pendency of the Inventory Proceedings bearing no 06/2007/C they said Hipolito Antonio Jose Rodrigues alias Anthony Rodrigues expired as a Bachelor on 30/4/2008 at Mumbai without any will or testamentary disposition of his last wish.

AND WHEREAS the SAID PROPERTY came to be listed as the sole Item in inventory proceedings no. 06/2007/C filed before the Civil Judge Senior Division, at Mapusa - Goa.

AND WHEREAS vide the said Order dated 09/11/2010 passed by the Civil Judge Senior Division, at Mapusa - Goa, in Inventory Proceedings No. 06/2007/A it has transpired that Mrs. Blossom Espy Lawrence was allotted (5/40) five forty share of the said property, Miss Nerissa Lawrence was allotted (5/80) five upon eighty share of the said property, Miss Amanda Lawrence was allotted (5/80) five upon eighty share of the said property, Miss Cecila Conceicao Rodrigues was allotted (5/20) five twenty share of the said property, Domnic Angelo Rodrigues was allotted (5/20) five twenty share of the said property and Mrs. Escolastica Doris Rodrigues D'souza was allotted (5/20) five twenty share of the said property as per the Final Chart of Partition prepared in the Inventory Proceedings bearing no 6/2007/C.



*[Handwritten signature]*



AND WHEREAS the said Domnic Agnelo Rodrigues alias Domnic Rodrigues alias Domnic Agnelo alias Domnic Agnelo Rodrigues expired on 3/9/2019 (Third September Two Thousand and Nineteen) at 58 Subhadra Sadan, Gokhale Road, Above Chandrika Automobiles, Dadar, Mumbai, Maharashtra 400028.

AND WHEREAS a Deed of Succession and Qualification of Heirs dated 18/8/2021 came to be initiated before Sub-Registrar of Cancona by Mrs. Melda Margaret Rodrigues alias Melda Rodrigues alias Margaret Melda Rodrigues alias Melda Margaret on demise of her husband Domnic Agnelo Rodrigues alias Domnic Rodrigues alias Domnic Agnelo alias Domnic Agnelo Rodrigues who expired on 3/9/2019 (Third September Two Thousand and Nineteen) at 58 Subhadra Sadan, Gokhale Road, Above Chandrika Automobiles, Dadar, Mumbai, Maharashtra 400028 without leaving behind any will or testamentary disposition of his last wish but leaving behind his wife Mrs. Melda Margaret Rodrigues alias Melda Rodrigues alias Margaret Melda Rodrigues alias Melda Margaret, and his three children as their sole and universal heirs i.e. three son's namely,

(a) Mr. Sameer Reginald Jude Rodrigues alias Sameer Rodrigues,

(b) Mr. Shrey Anthony Rodrigues alias Shrey Rodrigues

(c) Mr. Sunith Rodrigues alias Sunith Cajetan Rodrigues married to Mrs. Beena Shekhar Pednekar,



*Chauhan*

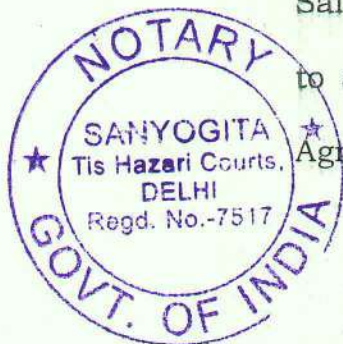


AND WHEREAS the said Mrs. Melda Margaret Rodrigues ,Mr. Sameer Reginald Jude Rodrigues , Mr. Shrey Anthony Rodrigues , Mr. Sunith Rodrigues , Mrs. Beena Shekhar Pednekar, Mrs. Blossy Esspy Lawrence , Mrs. Nerissa Maria Cordeiro, Mr. Bertrand John Cordeiro, Ms. Amanda Gillian Dominica Lawrence, Ms. Cecilia Conception Rodrigues, Mrs. Escolastica Doris Rodrigues D'souza and Mr. Leonard Joseph D'souza sold the SAID PROPERTY to the LAND OWNERS vide Deed of Sale dated 23/8/2021 which came to be registered before the Sub registrar of Bardez under registration no BRZ-1-2946-2021, Book No 1 dated 23/8/2021

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

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

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



*[Handwritten Signature]*



**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 3950 square meters on the Said Property (hereinafter referred to as 'Residential Units'). For this, Land Owners grant to the Developer the right of development and commercial utilization of the Said Property, and the license to enter into the Said Property to do the foregoing.

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

a) At its own cost, complete the design for the Residential Units. Developer shall prepare this design as per building laws and will take into account the permitted floor area ratio (FAR). Developer shall then hand over the designs to the Land Owners.

b) Developer shall work to obtain approval for home/flat/villa loan facility from banks for the benefit of the prospective buyers of the Residential Units.

c) Developer shall obtain (i) technical clearance and other approvals from the Town and Country Planning Department, Goa; (ii) permission from the Panchayat; (iii) permission for cutting the trees and other vegetation on



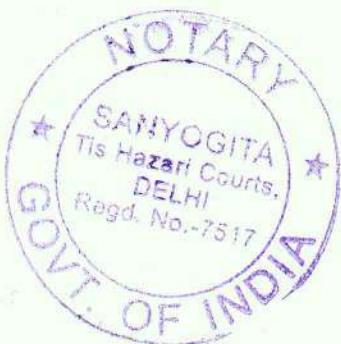
*A. Chauhan*



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 event that is beyond the control of the Developer, or any event that the developer could not foresee; and which event affects the performance of Developer's obligations. Illustrative examples of force majeure events include acts of God like earthquake and flood, riots, lockdowns or civil commotion, and directions by statutory or 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.

*Paul J. [Signature]*



*[Signature]*



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**

*A. Chauhan*

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

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

a. Developer may enter into agreement to sell of flats/Villas/units of the present or future properties in the Residential Units on ownership basis with prospective buyers. Developer shall determine the content of those agreements;

b. Developer shall determine the price at which the present or future properties in the Residential Units shall be sold to prospective buyers. However, the Developer shall determine this price only in consultation with the Land Owners;

c. Developer has the right to execute necessary documents including agreements to sell and get them registered with the concerned authorities along with the Land Owners as the confirming party;

d. Land Owners shall sign the sale deeds as per the instructions and directions of the Developer;

e. Developer has the right to sell and dispose of the Residential Units along with the gardens, parking area, common area etc. at the price determined in sub-clause (b) above; and



*[Handwritten signature]*



- 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. Land Owners shall receive 35% of the gross revenue from the sale of the Residential Units in the said property. Developer shall receive the remaining revenue from the sale of the Residential Units in the said property.
- 7. Land Owners shall indemnify and keep the Developer indemnified from and against any losses, claims and expenses suffered and incurred by the Developer on account of or in connection with (i) non-performance by the Land Owners of its obligations under this agreement; (i) Wrongful Termination (as defined in clause 18) of this agreement; and (iii) any other mala-fide act of the Land Owners.
- 8. Developer shall indemnify and the keep the Land Owners indemnified from and against any losses, claims and expenses suffered and incurred by the Land Owners due to an order of a court or judicial authority against the Land Owners pursuant to a legal action by a prospective

*Govt. of India*



*A. Chan Singh*

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
- d) encumbrances, prior claims and claims of adverse possession, and the Land Owners undertake not to create any encumbrances on the Said Property in future;
- e) There is no pending legal proceeding with respect to the Said Property;
- f) 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

*April 9th*

**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'.



*J. Chandley*



### 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



*[Handwritten Signature]*

as though such invalid, unenforceable or provision was not included herein.

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

If to the Land Owners:

**VIANAAR HERITAGE DEVELOPMENT PVT LTD**

Kind attention: **MR. AKSHAY CHAUDHRY**

+91 9871393007

If to the Developer:

**REALCON RESIDENCY LLP**

Kind attention: **MRS. NEELAM NAGPAL**

+91 8587937381

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.



*A. Chaudhry*



### SCHEDULE I

All that property/parcel of land, known and/or denominated as 'Gonguereachem Bata', also known as 'Gonguerem Bata also known as Gongere", situated in the ward Gonguerem, within the limits of the Village Panchayat, Assagao, admeasuring 3950 m<sup>2</sup>, described in the land registration office under No. 51232 of Book B108, at page 112v (overleaf), enrolled in the Taluka Revenue Office under No. 1479 of the first circle, and presently surveyed under no. 166/14 of village, Assagao, taluka of Bardez, Goa, and bounded thus::

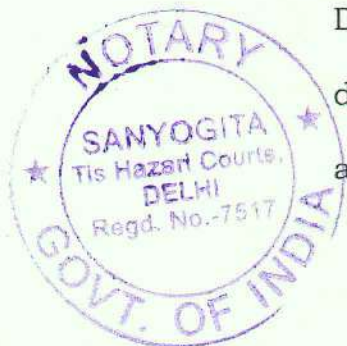
On the north: By the property surveyed under Survey No. 165/20 of Assagao;

On the south: By a public road and survey 166/28 of Village Assagao;

On the east: By the property surveyed under Survey No. 166/16, 166/19 & 166/23 of Assagao; and,

On the west: By the property surveyed under Survey No. 166/13 and 165/16 of Assagao.

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.



*A. Chauhan*

*A. Chauhan*

**SIGNED AND DELIVERED**  
by the within named LANDOWNER  
**VIANAAR HERITAGE DEVELOPMENT PVT LTD**  
Represented by its Director-  
**MR.AKSHAY CHAUDHRY**

*A. Neelam*

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

**ATTESTED**  
*SN*  
**NOTARY PUBLIC DELHI.**



**22 OCT 2021**