



सत्यमेव जयते

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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL38167079714713R
Certificate Issued Date	: 13-Aug-2019 03:11 PM
Account Reference	: IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85750382148319758502R
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)



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- Development Agreement

THIS DEVELOPMENT AGREEMENT FOR SALE

is made at Mapusa, Taluka, Bardez - Goa, on
 this 16th day of the month of August of the
 year Two Thousand and Nineteen.

A. Chauhan

(16/08/2019)

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.e-stamp.com. Any discrepancy in the details on this Certificate and as displayed on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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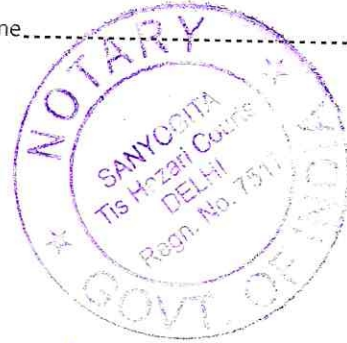
Government of National Capital Territory of Delhi

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Certificate No. : IN-DL38166679531802R
Certificate Issued Date : 13-Aug-2019 03:10 PM
Account Reference : IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85750382147825710888R
Purchased by : VIANAAR HERITAGE DEVELOPMENT PVT LTD
Description of Document : Article 5 General Agreement
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Consideration Price (Rs.) : 0
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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)



.....Please write or type below this line.....



A. Chauhan

[Signature]

Statutory Alert:

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BETWEEN

VIANAAR HERITAGE DEVELOPMENT PVT LTD., a company incorporated under the Indian Companies Act, PAN Card no. AABCH9042H, CIN:U45400DL2007PTC167282, having their Registration 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, 34 years of age, Holder of PAN Card no. AFSPC5819E, Indian National, resident of E-47, Sector-39, Noida, U.P- 201301, 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. AAZFR2477H, LLPIN AAO-2705, having their Registration office at 378, MMM Road Amritsar PB 143001 IN, represented by its Partner. **MR. VARUN NAGPAL** son of Vijay Kumar Nagpal, 35 years of age, Holder of PAN Card no. ACDPN0237D, Married, Indian National, resident of 97-B, GF

thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns), of the, **SECOND PART;**

A. WHEREAS there exist ALL THAT two properties known as '**Madalya Wadyawaril Bhat**' and '**Dactea Bondavelem**', admeasuring an area of **2625 sq. mts. and 1150 sq. mts.**, presently surveyed under Survey No. **84/2 and 84/3** of Village of Marna, within the limits of Village Panchayat of Siolim of the Taluka of Bardez, Sub District of North Goa in the State of Goa, which is found described in the Land Registration Office of the Judicial Division of Bardez bearing No.1844 at Folios 598V of Book 12 which property is more particularly described in **SCHEDULE I and II** hereunder written and hereinafter referred to as the SAID PROPERTY.

B. AND WHEREAS the SAID PROPERTIES originally belonged to Father Aprigio Freitas alias Joao Aprigio Aprigio Antero Felecissimo Santana Freitas alias Aprigio Antero Felecissimo Joao Santana Freitas.

1.  

Antero Felecissimo Joao Santana Freitas expired leaving behind his sole and universal heir Nicolau do Rosario Jesus Maria Carmona Lobo e Freitas.

D. AND WHEREAS the said Nicolau do Rosario Jesus Maria Carmona Lobo e Freitas sold the said properties to Mr. Pedro Antonio Fernandes alias Peter Antonio Fernandes on 02/11/1951 inscribed having inscription no,40355 at fls 184V of G-43.

E. AND WHEREAS the said Pedro Antonio Fernandes alias Peter Antonio Fernandes was married to Clara Fernandes alias Clara Fernandez.

F. AND WHEREAS the said Pedro Antonio Fernandes alias Peter Antonio Fernandes expired on 14/04/2004 leaving behind the following legal heirs.

-- (i) Clara Fernandes alias Clara Fernandez,

(ii) Melvin Fernandes son of Pedro Antonio Fernandes alias Peter Antonio Fernandes.


(iii) Araron Fernandes son of Pedro Antonio Fernandes alias Peter

(iv).Smt. Linda Fernandes daughter of Pedro Antonio Fernandes alias Peter Antonio Fernandes.

G. AND WHEREAS upon the death of the said Pedro Antonio Fernandes alias Peter Antonio Fernandes, Inventory Proceedings bearing No. 299/2015/B were instituted before Civil Judge Senior Division at Mapusa and the said Properties was listed at ITEM NO. 1 and ITEM NO.2 in the List of Assets.

H. AND WHEREAS vide Judgment and Order dated 08/07/2016 passed in Inventory Proceedings bearing No. 299/2015/B by Civil Judge Senior Division at Mapusa, the said Properties at Item No. 1 and 2 was allotted to Clara Fernandes alias Clara Fernandez.

I. AND WHEREAS upon becoming the absolute owner in possession, Clara Fernandes alias Clara Fernandez sold the Said Properties to the Land Owner Vianaar Heritage Development Private Limited vide Deed of Sale dated 13/02/2019, duly registered before the Sub-Registrar of Bardez bearing



lawful owners in possession of the Said Properties.

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

K. 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;

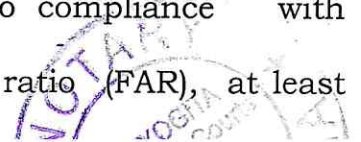
L. AND WHEREAS the Land Owners have agreed to grant the development and commercial utilization rights of the Said Properties to the Developer and the Developer has agreed to accept it, subject to the terms and conditions of this Agreement.

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

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Properties, and the license to enter into the Said Properties 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 Properties; 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

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 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

- c) Enter upon the Said Properties with men and material as may be required for the development work and demolish any existing structures on the Said Properties 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 Properties;
- 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



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
- 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.

W A



the Residential Units. Developer 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; (ii) Wrongful Termination (as defined in clause 18) of this agreement; and (iii) any other mala-fide act of the Land Owners.

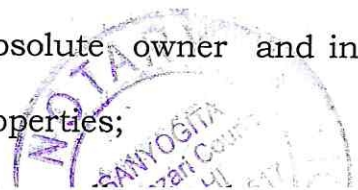
8. Developer shall indemnify and keep the Land Owners indemnified from and against any losses, claims and expenses suffered and incurred by the Land Owners due to an order of a court or judicial authority against the Land Owners pursuant to a legal action by a prospective buyer under the agreement for 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 Properties;



future;

d) There is no pending legal proceeding with respect to the Said Properties;

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 Properties, 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

Said Properties 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:

Vianaar Heritage Development Private Limited

Kind attention: **Mr. Akshay Chaudhry**

+91 9871393007



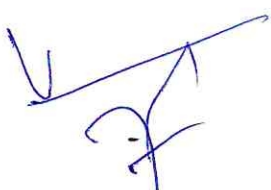
+91 9810433300

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

(Description of the said property)

All that property known as 'Madalya Wadyawaril Bhat' also known as 'Dactea Bondavelem', situated in of Village Marna, admeasuring an area of 2625.00 Square Metres, within the limits of the Village Panchayat of Siolim, Taluka of Bardez, Sub District of Bardez, District of North Goa and State of Goa; which is found described in the land Registration Office Of The Judicial Division Of Bardez Bearing No.1844 at Folios 598v Of Book 12



South: By the Survey No.86/1

West: By Property Bearing Survey No.84/1

East: By Survey No. 84/3

SCHEDULE- II

(Description of the said property)

All that property known as 'Madalya Wadyawaril Bhat' also Known as 'Dactea Bondavelem', situated in of Village Marna, admeasuring an area of 1150.00 Square Metres, within the limits of the Village Panchayat of Siolim, Taluka of Bardez, Sub District of Bardez, District of North Goa and State of Goa; which is found described in the land Registration Office Of The Judicial Division Of Bardez Bearing No.1844 at Folios 598v Of Book 12 and Presently Bearing Survey No. 84/3 of Marna Village; and is bounded as follows:

North: By Public Road

South: By Survey No.86/1

West: By Survey No.84/2

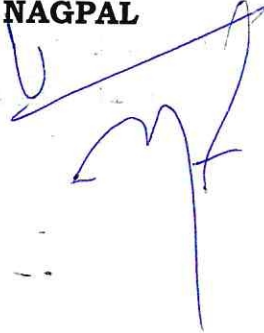
East: By Survey No. 84/4



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



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



16 AUG 2019

ATTESTED

NOTARY PUBLIC DELHI

