

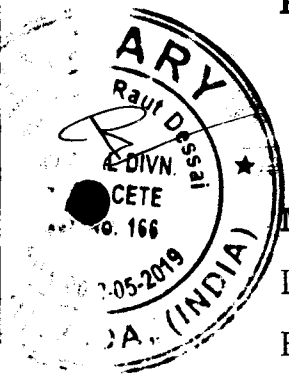
and executed at Margao on this **03rd** day of **April** in the year **Two Thousand Eighteen (03.04.2018)**.

BETWEEN

SHRI GANGADHAR NARSINGDAS AGRAWAL, son of late Narsingdas Agrawal, resident of 'Krishna Kunj', Varde Valualikar Road, Margao – Salcete, Goa, duly represented herein by his constituted Attorney, **SHRI. AVINASH C. JULKA**, son of late Shivrath Julka, aged 72 years, Married, Indian Citizen, resident of Sapana Barrier, Borda, Margao, Salcete, Goa, empowered to sign this agreement, by virtue of Power of Attorney dt. 20.01.2017, hereinafter called the 'OWNER' (which expression shall include unless repugnant to the context or meaning thereof, all its successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**.

AND

M/S. KAYJI REAL ESTATE PRIVATE LIMITED, a Private Limited Company, having its registered office at Anand Bhavan, Old Station Road, Margao, Goa, represented herein by its Constituted Attorney's holders, **SHRI CHANDRAKUMAR R. HUILGOL**, son of Ramarao Huilgol, aged 68 years, resident of Sinqetim, Navelim, Salcete, Goa, and **SHRI SHRIDHAR P. HEGDE** son of Parmeshwar Hegde, aged 55 years, resident of Borda, Margao, Salcete, Goa empowered to sign this agreement by virtue of Power of Attorney dt. 02.03.2016, hereinafter called the 'DEVELOPER' (which expression shall include unless repugnant to the



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context or meaning thereof, all it's successors, legal representatives, administrators, executors and assigns) of the **SECOND PART**. Certified copy of the resolution is annexed hereto.

WHEREAS the party of the FIRST PART is the rightful owner and is in legitimate possession of the landed property known as "AFORAMENTO" without any special name, situated in the village and parish of Sancoale is described in the land registration office of this judicial division, under the number 40965, of new series inscribed in description at fls No. 117v of the Book B No. 114 and fls no. 187 of Book G no. 55 and having an area of 23000 sq.mtrs. surveyed under survey no. 62/13 of village Dabolim of Mormugao Taluka and is bounded on the North by the property of Saluzinho Siquera and that of Roque Fernandes, on the south by the part of the said property and the part of the same which is being purchased by the Ramdas Sarvottam Mallya, on the West by the property of Joaquim Elenterio Gomes and that of the Comunidad of Sancoale and on the east by the remaining part of the said property described under the number Forty thousand nine hundred sixty five new, reserved for road from Dabolim to Cansaulim, hereinafter called the "SAID PROPERTY".

AND WHEREAS the said property was owned by the party of the FIRST PART vide Deed of Sale dated 17.09.1959. duly registered in the Judicial Divcison of Salcete at Margao.

AND WHEREAS the party of the SECOND PART is desirous of developing the said property in to plots for the purpose of sale therefore approached the party of the FIRST PART herein,

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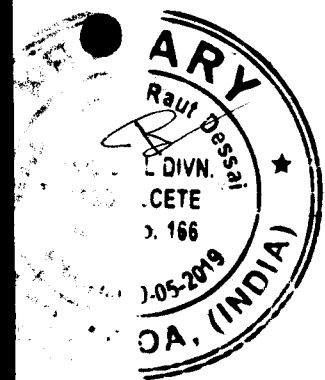


for developing the said property admeasuring an area of 23000.00 sq.mtrs. surveyed under Survey no. 62 Sub-division 13 OF Village Dabolim of Mormugao Taluka.

AND WHEREAS the party of the FIRST PART has agreed to allow the party of the SECOND PART to develop the said property in to plots for the purpose of sale of the said plots on the following terms and conditions :-

NOW THIS AGREEMENT WITNESSETH:

1. In consideration of Profit Sharing ratio mentioned hereinbelow, the party of the FIRST PART has allowed the party of the SECOND PART to develop the property admeasuring an area of 23000.00 sq.mtrs. of the property surveyed under Survey no. 62/13 of Village Dabolim of Mormugao taluka, for developing the said property in to plots. The actual amount shall be paid by party of the SECOND PART to the party of the FIRST PART after completion of developmental work.
2. The party of the FIRST PART permits a time of Five years to the Party of the SECOND PART to develop the said property in to plots/Bungalows/Flats/ Offices/Godowns/Commercial Complex etc. and sell the same.
3. The expenses such as development into plots fees to be paid to the Planning Department inclusive of SGPDA, making of roads, tarring the same, drainage system etc., as may be required to be made in terms of the rules framed by the Planning Department for the purpose of obtaining final N.O.C for the sub-division of such plots,



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cost of construction and other related cost shall be borne by the Party of the SECOND PART.

4. The Party of the SECOND PART shall pay to the party of the FIRST PART a price of Rs. 10,000/- (Rupees Ten Thousand Only) per sq.mtr. of the developed area within a period of Five years.
5. Whatever area remaining after a period of Five years shall be handed by the Party of the SECOND PART to the party of the FIRST PART without any consideration.
6. In view of the clauses contained herein above the Party of the SECOND PART shall be free to sell, convey, agree to sell or otherwise transfer a portion or portions on plot or plots to its nominee or nominees individually or collectively for which purpose the Party of the FIRST PART shall execute such documents as may be necessary including executing any of them as confirming Party and participants in the registration thereof, costs whereof shall be arranged by the Party of the SECOND PART.
7. The terms and conditions of this agreement shall be specifically performed.

SCHEDULE - I

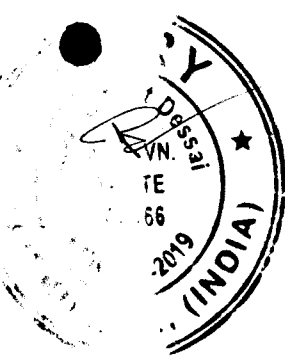
(OF THE SAID PROPERTY)

ALL THAT LANDED PROPERTY known as "AFORAMENTO" without any special name, situated in the village and parish of Sancoale is described in the land registration office of this judicial division, under the number 40965, of new series









inscribed in description at fls No. 117 of the Book B No. 114 and fls no. 187 of Book G no. 55 and having an area of 23000 sq.mtrs. surveyed under survey no. 62/13 of village Dabolim of Mormugao Taluka and is bounded as under:-

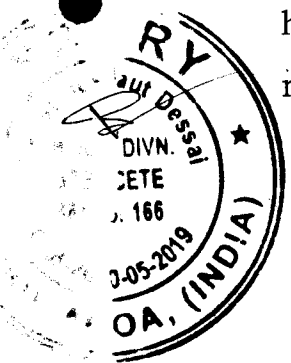
ON THE NORTH : by the property of Saluzinho Siquera and that of Roque Fernandes,

ON THE SOUTH : by the part of the said property and the part of the same which is being purchased by the Ramdas Sarvottam Mallya,

ON THE WEST: by the property of Joaquim Elenterio Gomes and that of the Comunidad of Sancoale and

ON THE EAST : by the remaining part of the said property described under the number Forty thousand nine hundred sixty five new, reserved for road from Dabolim to Cansaulim.

IN WITNESS WHEREOF the parties hereto have set their hands and signed this agreement on the day of date above mentioned.

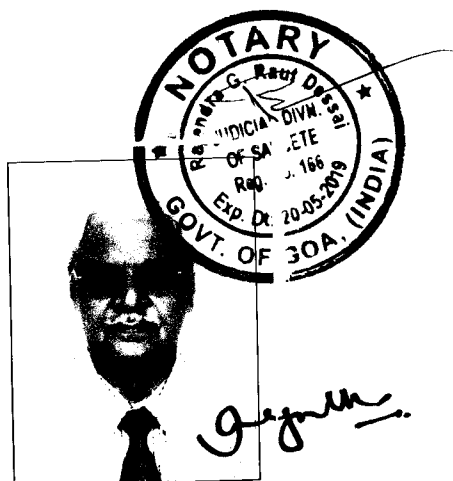


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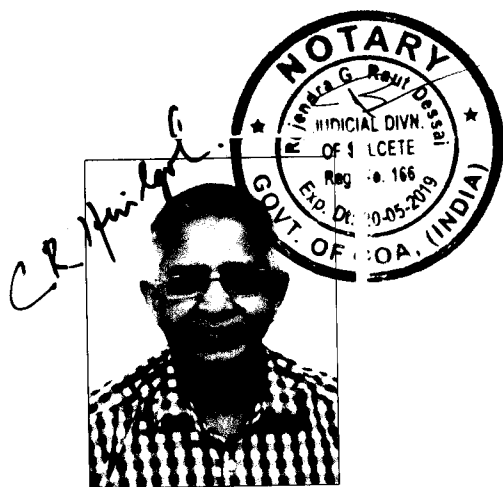
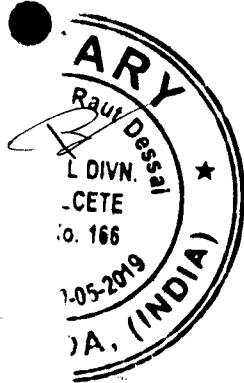
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Signed and Delivered by
the within named Party of the FIRST PART
through his Constituted Attorney



SHRI AVINASH C. JULKA

Signed and Delivered
by the within named Party of the SECOND PART
through its constituted attorney's

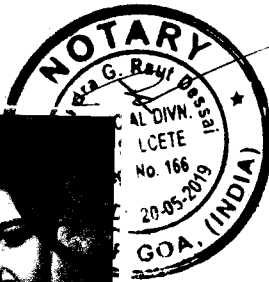


SHRI CHANDRAKUMAR R. HUILGOL

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SHRI SHRIDHAR P. HEGDE

Witnesses :



1. DINESH N. NAIK
H. No. 164/J, Aundewadi
Sawwaden Goa

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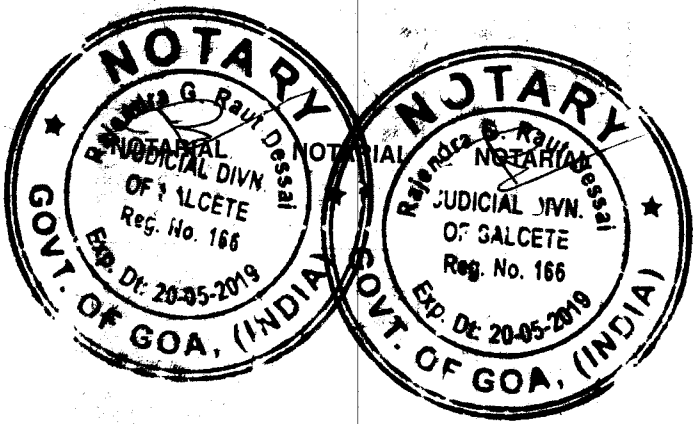
2. Deepak Mandekar
P.W.D. Class B-5-6
Fatorda Goa

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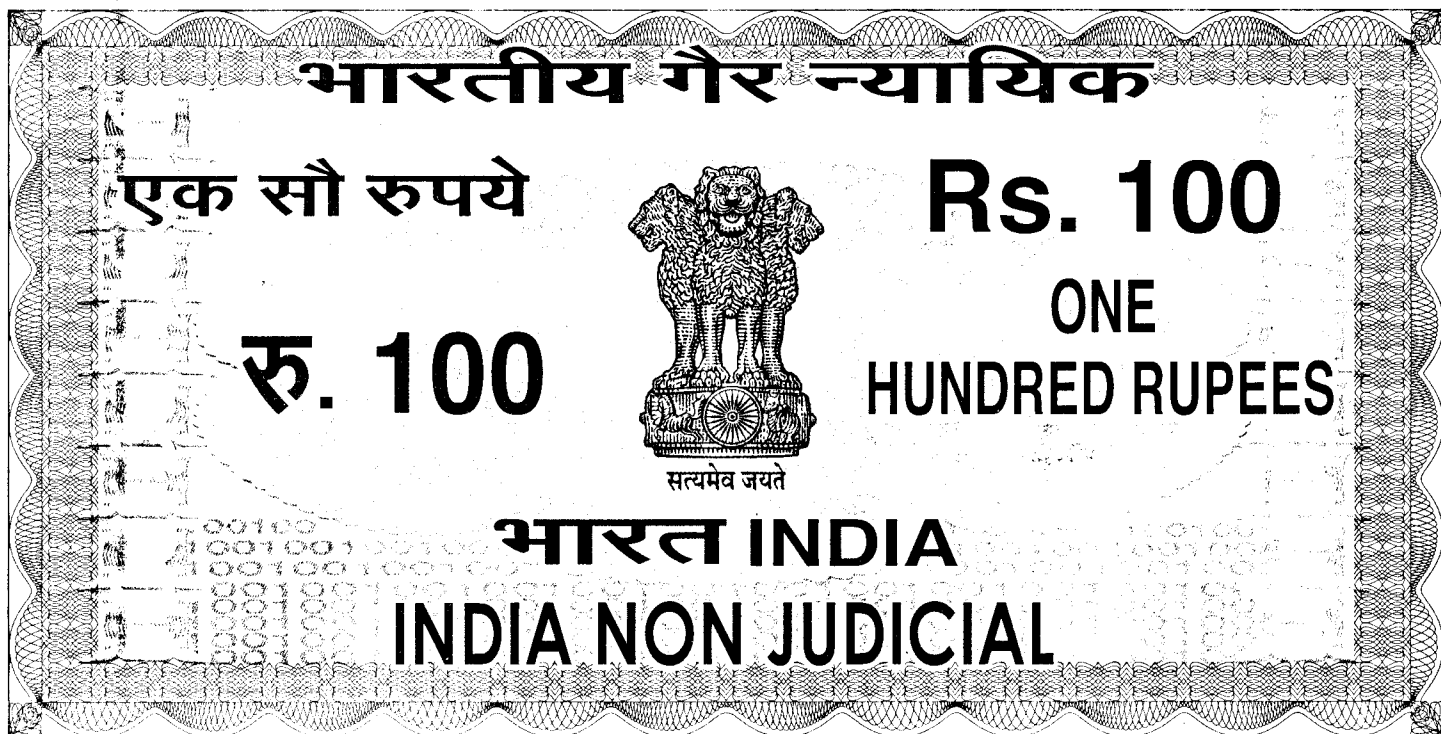
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WHICH I ATTEST

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Rajendra G. Raut Dessai
ADVOCATE & NOTARY
MARGAO

STATE OF GOA (INDIA)
PLACE: MARWA
REG. NO.: 32333/2018
DATE: 03-04-2018



गोवा GOA

Sr No. 8240 Place of Vendor Margao, Go. Dt. 09/01/2020 A 061071

Value of Stamp Paper: 100

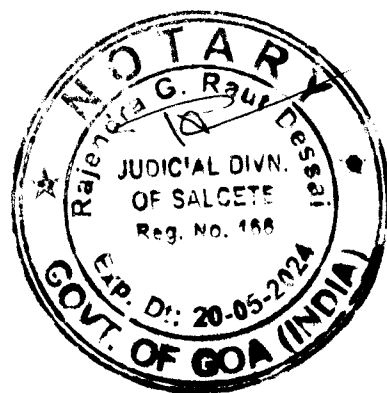
Name of Purchaser: M/s. Raju Real Estate Pvt Ltd

Residing at: Margao Father's Name:

As there is no one single stamp paper for the value of Rs., additional stamp papers for the completion of the value are attached alongwith

Sign of Stamp Vendor
Lic. No. JUDVEN-LIC/2/2005/AC-I
Arwin S. Goes, Margao-Goa

Sign of Purchaser



INSTRUMENT OF RECTIFICATION

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THIS **INSTRUMENT OF RECTIFICATION** of Agreement of Development of land dated 03.04.2018 is executed at Margao, Goa on this **26th day of May, 2020** (26.05.2020).

BETWEEN

SHRI. GANGADHAR NARSINGDAS AGRAWAL, son of late Narsingdas Agrawal, major in age, resident of 'Krishna Kunj', Varde Valualikar Road, Margao - Salcete, Goa, duly represented herein by his constituted Attorney, **SHRI. AVINASH C. JULKA**, son of late Shivrath Julka, aged 74 years, Married, Indian Citizen, resident of Sapana Barrier, Borda, Margao, Salcete, Goa, empowered to sign this indenture, by virtue of Power of Attorney dated 22.01.2019, hereinafter called the 'LAND OWNER' (which expression shall include unless repugnant to the context or meaning thereof, all his successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**.

AND

M/S. KAYJI REAL ESTATE PRIVATE LIMITED, a Private Limited Company, having its registered office at Anand Bhavan, Old Station Road, Margao, Goa, represented herein by its Constituted Attorney holders, **1) SHRI. CHANDRAKUMAR R. HUILGOL**, son of Ramarao Huilgol, aged 70 years, resident of Sinquetim, Navelim, Salcete, Goa and **2) SHRI. SHRIDHAR P. HEGDE**, son of Parmeshwar Hegde, aged 57 years, resident of Borda, Margao, Salcete, Goa empowered to sign this indenture by virtue of Power of Attorney dated 05.03.2019, hereinafter called the 'DEVELOPER' (which expression shall include unless repugnant to the context or meaning thereof, all its successors, legal representatives, administrators, executors and assigns) of the **SECOND PART**.

All parties hereto are Indian Nationals.

WHEREAS Agreement of Development of land dated 03.04.2018 was entered between the "LAND OWNER" and the "DEVELOPER" wherein the "LAND OWNER" permitted the "DEVELOPER" to develop the land of the "LAND OWNER" in to plots.

AND WHEREAS the said Agreement of Development of land dated 03.04.2018 has been executed and registered in the office of Notary Mr. Rajendra G.Raut Dessai at Margao under registration number 32333/2018 dated 03.04.2018 is hereinafter called the '**Principal Development Agreement**'.







AND WHEREAS the parties herein desire to delete clause No. 4 and 5 of the '**Principal Development Agreement**' which highlight the profit sharing Ratio of the "LAND OWNER" and the "DEVELOPER".

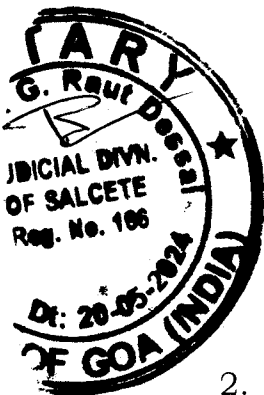
AND WHEREAS the parties hereto agree to delete the clause No. 4 and Clause No. 5 of the '**Principal Development Agreement**' by executing this present Instrument of Rectification.

NOW THIS INSTRUMENT OF RECTIFICATION WITNESSETH AS UNDER :

1. That the said '**Principal Development Agreement**' be rectified as under:-

i. Clause No. 4, at page No. 5 of the said '**Principal Development Agreement**' be deleted and shall be substituted as '**The Party of the Second part shall pay to the Party of the First Part a revenue share of 60% out of each sale and shall keep itself a revenue share of 40%**'.

ii. Clause No. 5, at page No. 5 of the said '**Principal Development Agreement**' be deleted and shall be substituted as '**The Party of the Second part shall pay to the Party of the First Part his revenue share on or before execution of document conveying the developed plot to the prospective purchasers**'.



2. All other terms and conditions as well as recitals of the said '**Principal Development Agreement**' shall remain the same.

3. That this Instrument of Rectification shall always be read with the said '**Principal Development Agreement**' and shall be considered as part and parcel of said '**Principal Development Agreement**' dated 03.04.2018.

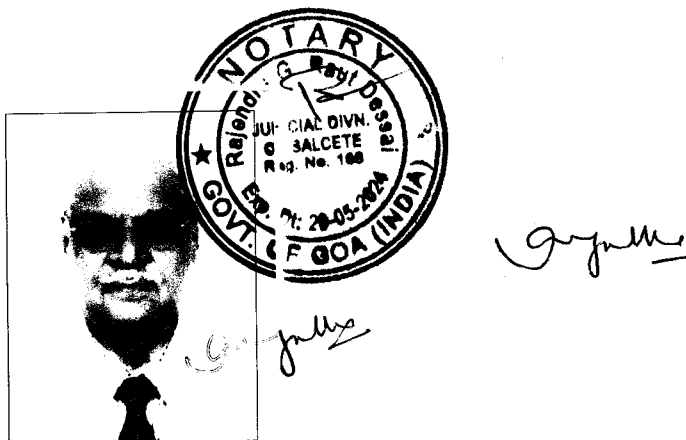
IN WITNESS WHEREOF the Parties hereto have signed this indenture on the day and date hereinabove mentioned.

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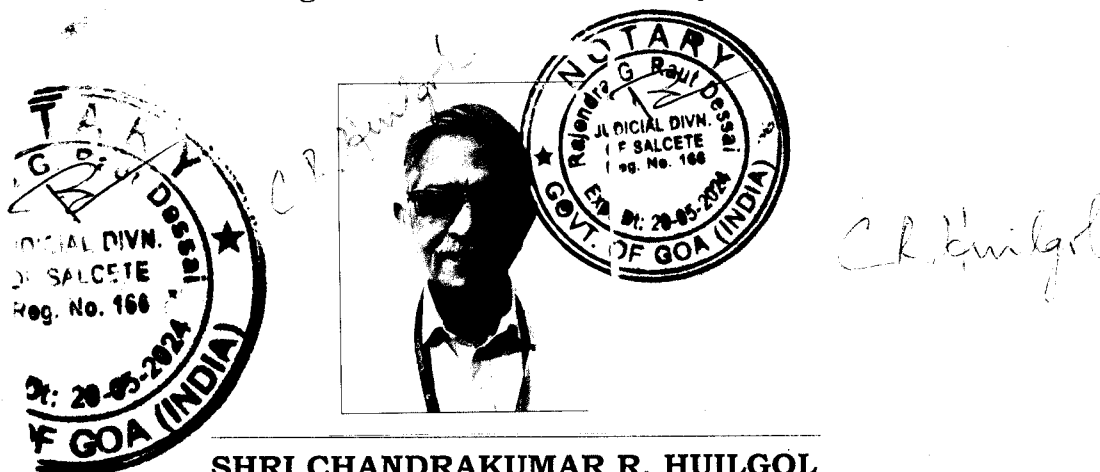
[Signature]

Signed and Delivered by
the within named Party of the FIRST PART
through his Constituted Attorney

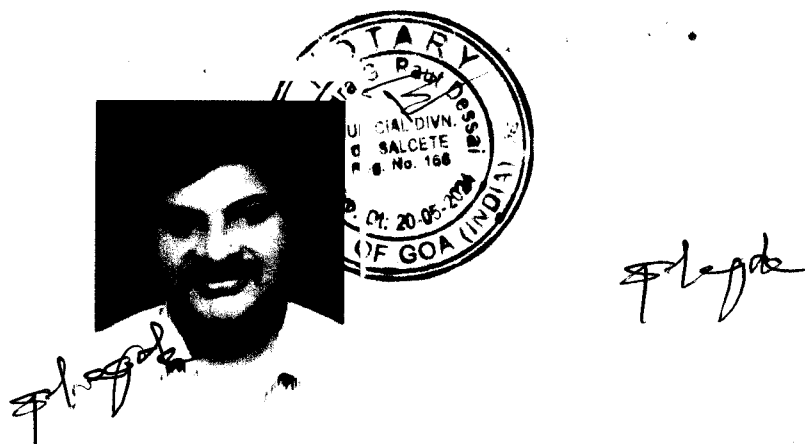


SHRI AVINASH C. JULKA

Signed and Delivered
by the within named Party of the SECOND PART
through its constituted attorney's



SHRI CHANDRAKUMAR R. HUILGOL



SHRI SHRIDHAR P. HEGDE

Handwritten marks and signatures at the bottom of the page.

Witnesses:

1. Gurunath. H. Bhasale
H No 11-2 Perreira Appr
Morida Fatorda
Margao - 409

G. Bhasale

2. Surendra S. Prabhusai
H No - 217, Longwada
Kawda - Goa 403706.

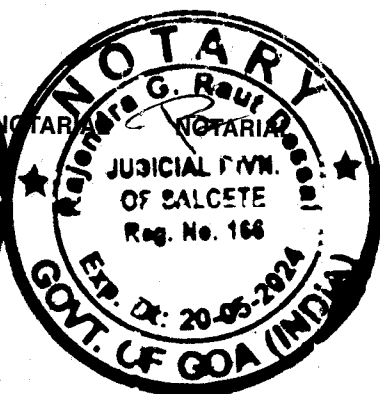
S. Prabhusai



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EXECUTED BEFORE ME
WHICH I ATTEST

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Rajendra G. Raut Desso
ADVOCATE & NOTARY
MARGAO
STATE OF GOA (INDIA)

PLACE: MARGAO

REG. NO. 41760/2020

DATE: 27-05-2020