



GOVERNMENT OF GOA
REGISTRATION DEPARTMENT
Office of the Civil Registrar-cum-Sub
Registrar, Bardez



STAMP DUTY CERTIFICATE

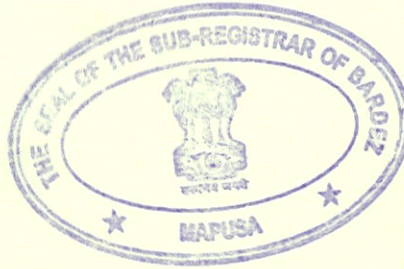
ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challan Payment Facility Rules 2021)

Stamp Duty Of : ₹ 1677000/-

(Rupees Sixteen Lakhs Seventy Seven Thousands only)

PAID VIDE E-RECEIPT NO 202300005748 DATED :03-Jan-2023,
IN THE GOVERNMENT TREASURY.



Chellappa
SUB-REGISTRAR
BARDEZ

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

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	20220000049802
DOCUMENT SERIAL NUMBER	:	2023-BRZ-139
DATE OF PRESENTATION	:	10-Jan-2023
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-145-2023
DATE OF REGISTRATION	:	10-Jan-2023
NAME OF PRESENTER	:	VENKATESHWAR REDDY PANYALA As Designated Partner Of FAIR GREEN VENTURES LLP
REGISTRATION FEES PAID	:	₹1734000/-
PROCESSING FEES PAID	:	₹2500/-
MUTATION FEES PAID	:	N.A./-



**Government of Goa
Directorate of Accounts**

Opp. Old Secretariat,
Fazenda Building, Panaji, Goa
Phone: 0832-2225548/21/31

202300005748

Echallan No. 202300005748

e-Receipt

Department: 10 - NOTARY SERVICES Echallan Date: 1/3/2023 12:58:57 PM

Name and Address of Party: Venkateshwar | 9822161162
Flat No 305 Lahari Apts Musheerabad Nallakunta Hyderabad

Service: Stamp Duty

Amount
Stamp Duty ₹ 1677000.00

Total Amount: ₹ 1,677,000.00

(Rs. Sixteen Lakh Seventy Seven Thousand Only)

Department Data: 20220000049802 NOTARY|20220000049802 NOTARY

Bank ref No:

Status: Success

Payment Date: 1/3/2023 3:36:51 PM

Reprint Date: 03/01/2023 15:56:01



2023 BR2 -139

10.01. 2023

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made and executed at Mapusa, Bardez, Goa on this 3rd day of January, 2023.

For PRIMAVERA REAL ESTATE DEVELOPERS

[Signature]
(PARTNER)

FAIR GREEN VENTURES LLP

[Signature]

[Signature]
Designated Partner

BETWEEN

1. M/s. PRIMAVERA REAL ESTATE DEVELOPERS, a partnership Firm registered under the Indian Partnership Act under No.23/06 on 24-04-2006, with the Registrar of Firms of Bardez, at Mapusa, holding PAN Card No. [REDACTED] and having its registered office at 1/271/E/FF-10, Casa Azure, Gauravaddo, Calangute, Bardez, Goa, represented herein through its partners:

- a. Mr. VIRAJ BHOJRAJ SUVARNA, 60 years of age, s/o Mr. Uppoor Bhojraj, Indian National, businessman, holding PAN Card No. [REDACTED], Aadhar Card No. [REDACTED];
- b. Mr. CHIRAG VIRAJ SUVARNA, 27 years of age, s/o Mr. Viraj Suvarna, businessman, Indian National, holding PAN Card No [REDACTED], Aadhar Card No [REDACTED];
- c. Mr. DHRUV VIRAJ SUVARNA, 25 years of age, s/o Mr. Viraj Suvarna, businessman, Indian National, holding PAN Card No [REDACTED], Aadhar Card No [REDACTED];

all residents of House No 134/51 121, 2nd Floor, Ranka View Apartments, Richmond Road, Rathna Avenue, Near Hosmat Hospital, Bangalore North, Bangalore, 560 025, Karnataka and the Partners, Mr. CHIRAG VIRAJ SUVARNA & Mr. DHRUV VIRAJ

For PRIMAVERA REAL ESTATE DEVELOPERS


(PARTNER)

FAIR GREEN VENTURES LLP



Designated Partner



SUVARNA, are represented herein through their attorney-holder: **Mr. VIRAJ BHOJRAJ SUVARNA**, duly constituted vide (a) power of attorney dated 13th July, 2020, executed before the Notary Shri N. Narayana Swamy under No 266/2020 on 14-07-2020 at Bangalore, Karnataka and (b) power of attorney dated 13th July, 2020, executed before the Notary Shri N. Narayana Swamy under No 267/2020 on 14-07-2020 at Bangalore, Karnataka.

2. **Mr. MICHAEL FERNANDES**, 51 years of age, s/o Mr. Alex Joaquim Luis Fernandes, Indian National, married, businessman, holding Aadhar Card No [REDACTED], PAN Card No. [REDACTED] and resident of H. No. 1707, Saipem, Candolim, Bardez, Goa, India, 403515.

hereinafter referred to as the '**OWNERS**' (which expression shall, unless repugnant to the context or meaning, mean and include their heirs and the respective heirs of the partners, successors, legal representatives, administrators and assigns) of the ONE PART.

AND

FAIR GREEN VENTURES LLP, registered under the Limited Liability Partnership Act, 2008 with ROC, Hyderabad under No. AAL-4830 on 21-12-2017 at Hyderabad, Telangana, holding PAN Card No. [REDACTED], having its registered office

For PRIMAVERA REAL ESTATE DEVELOPERS


(PARTNER)

FAIR GREEN VENTURES LLP




Designated Partner

address at M1, H. No. 2-1-251, Godama Mansion, Nallakunta, Hyderabad, TG, 500044 and represented herein through its Designated Partner: **Mr. VENKATESHWAR REDDY PANYALA**, 49 years of age, s/o Mr. P. Narayan Reddy, businessman, Indian National, holding PAN Card No. [REDACTED], Aadhar Card No. [REDACTED] and resident of H. No. 2-1-251, Flat No.305, Lahari Apartments, Vegetable Market, Musheerabad, Nallakunta, Hyderabad, 500044, duly constituted vide resolution passed in the meeting of the Designated Partners on 10-02-2021, hereinafter referred to as 'PURCHASER/DEVELOPER' (which expression shall, unless repugnant to the context and meaning, mean and include its nominee/s, legal representatives, administrators, and assigns) of the OTHER PART.

WHEREAS:

1. There exists a property known as 'VHALL' alias 'ORDA' alias 'VALE' alias 'PRIMEIRO LOTE DE LUIS ANTONIO', admeasuring 7,300 sq. mtrs, bearing survey no. 81/9 of Village Marra, situated at Saipem, Marra, Bardez, Goa, within the limits of the Village Panchayat of Candolim, delineated in red in the plan annexed hereto, hereinafter referred to as the 'SAID PROPERTY' for brevity's sake and more particularly described under Schedule I hereunder.

For PRIMAVERA REAL ESTATE DEVELOPERS


(PARTNER)



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2. The SAID PROPERTY originally belonged to (i) Mr. Rafael Rodrigo Santana de Souza alias Rafhael Rodrigos e Souza, his daughter (ii) Ms. Maria Verediana Teodosia Olinda dos Milagres Vales e Souza and his son (iii) Mr. Candido Pedro Sabino Francisco Xavier de Vales e Souza, having been allotted the SAID PROPERTY vide Order of Inventory dated 13-10-1934 instituted on the death of their father/grandfather Mr. Pedro Sabino de Souza and the SAID PROPERTY was consequently inscribed in their favour under Inscription No. 32444 of Book G-37 at pages 26 in the Land Registration Office of Bardez, at Mapusa.

3. The SAID PROPERTY was allotted to Mr. Rafael Rodrigo Santana de Souza alias Rafhael Rodrigos e Souza his daughter Ms. Maria Verediana Teodosia Olinda dos Milagres Vales e Souza and his son Mr. Candido Pedro Sabino Francisco Xavier de Vales e Souza in the following shares:

- i. Mr. Rafael Rodrigo Santana
de Souza - ½ share
- ii. Ms. Maria Verediana Teodosia Olinda
dos Milagres Vales e Souza - 1/4th share
- iii. Mr. Candido Pedro Sabino Francisco
Xavier de Vales e Souza - 1/4th share.

For PRIMAVERA REAL ESTATE DEVELOPERS

(PARTNER)

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4. The said (a) Ms. Maria Verediana Teodosia Olinda dos Milagres Vales e Souza, and (b) Mr. Candido Pedro Sabino Francisco Xavier de Vales e Souza, came to be allotted a share in the SAID PROPERTY having inherited the moiety of their late mother Mrs. Apolonia Silveira Vales e Souza in the SAID PROPERTY who was married to Mr. Rafael Rodrigo Santana de Souza which was confirmed vide the aforesaid Order of Inventory dated 13-10-1934 instituted on the death of their grandfather Mr. Pedro Sabino de Souza.
5. The said Mr. Rafael Rodrigo Santana de Souza remarried one Mrs. Carmo Auxiliana D'Souza under the Regime of Communion of Assets.
6. The said Mr. Rafael Rodrigo Santana de Souza however came to expire on 18th October, 1989 leaving behind his moiety shareholder, his wife from his second nuptials, Mrs. Carmo Auxiliana D'Souza and his share in the SAID PROPERTY came to devolve on his children from the first and second marriage as follows:
- a. Ms. Maria Verediana Teodosia Olinda
Dos Milagres Vales e Souza - 1/3rd share
married to Mr. Rogerio de Souza.
 - b. Mr. Candido Pedro Sabino Francisco- 1/3rd share
Xavier de Vales e Souza
married to Mrs. Alvita Ilda Dias.

For PRIMAVERA REAL ESTATE DEVELOPERS


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c. Mrs. Bemvinda D'Souza - 1/12th share
married to Mr. Nicholas Fernandes

7. The said Ms. Maria Verediana Teodosia Olinda dos Milagres Vales e Souza and her husband Mr. Rogerio de Souza subsequently expired and their 1/3rd share in the SAID PROPERTY came to be vested in their only child and universal heir, their daughter Mrs. Amelia D'Souza married to Mr. Napoleon Rodricks.

8. Mr. Candido Pedro Sabino Francisco Xavier de Vales e Souza came to expire on 19th June, 1986 leaving behind as his moiety-holder his wife Mrs. Alvita Ilda Dias and as his sole and universal heirs, his following children, who have inherited his 1/3rd share in the SAID PROPERTY as follows:

- i. Mrs. Alvita Ilda Dias - 1/6th share.
- ii. Mrs. Antonetta D' Souza - 1/24th share.
married to Mr. Anton Zito Gomes.
- iii. Mr. Wilfred D'souza married - 1/24th share
to Mrs. Samia Carneiro.
- iv. Mrs. Sara Sita D'souza
married to - 1/24th share
Mr. Carlos Figueiredo.
- v. Mrs. Sheila D'souza
married to - 1/24th share
Mr. John Pinheiro.

For PRIMAVERA REAL ESTATE DEVELOPERS


(PARTNER)



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9. As a consequence of the aforesaid, the SAID PROPERTY has devolved upon the following in the following shares:

- i. Mrs. Carmo Auxiliana D'Souza - 1/4th share.
- ii. Mrs. Bemvinda D' Souza - 1/12th share.
married to
Mr. Nicholas Fernandes
- iii. Mrs. Amelia D' Souza - 1/3rd share
married to
Mr. Napoleon Rodricks
- iv. Mrs. Alvita Ilda Dias, widow - 1/6th share.
- v. Mrs. Antonetta D' Souza, - 1/24th share
married to
Mr. Anton Zito Gomes
- vi. Mr. Wilfred D' Souza - 1/24th share
married to
Mrs. Samia Carneiro
- vii. Mrs. Sara Sita D' Souza - 1/24th share
married to
Mr. Carlos Figueiredo
- viii. Mrs. Sheila D' Souza - 1/24th share
married to
Mr. John Pinheiro

10. The aforesaid predecessors in title save and except Mrs. Bemvinda D'Souza married to Mr. Nicholas Fernandes sold their share in the SAID PROPERTY to the OWNER

For PRIMAVERA REAL ESTATE DEVELOPERS


(PARTNER)

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No. 1 and late Shri Nikhil Sen herein vide Deed of Sale dated 28th February, 2007, registered under No. 1187 dated 15-02-2007 of Book I Volume 2027 in the Office of the Sub-Registrar of Bardez, at Mapusa.

11. The said late Mrs. Bemvinda D' Souza and her husband late Mr. Nicholas Fernandes were holding 1/12th share in the SAID PROPERTY but the said Mr. Nicholas Fernandes conveyed his moiety share being 1/24th share in the SAID PROPERTY to the OWNER No. 1 and late Shri Nikhil Sen herein under the SAID DEED dated 15-02-2007. But the late Mrs. Bemvinda D'Souza married to late Mr. Nicholas Fernandes due to inadvertence was omitted from the SAID DEED dated 15-02-2007 and therefore her 1/24th share in the SAID PROPERTY was not conveyed to the OWNER No. 1 and late Shri Nikhil Sen herein.

12. The 1/24th share of the said Mrs. Bemvinda D' Souza which was omitted from being conveyed to the OWNER No. 1 and late Shri Nikhil Sen herein was equivalent to 304.166 sq.mtrs upon 7,300 sq.mtrs of undivided share in the SAID PROPERTY.

13. The said Mrs. Bemvinda D' Souza came to expire on 11-06-2010 and her 1/24th share therefore came to be vested in her children, viz.:

For PRIMAVERA REAL ESTATE DEVELOPERS

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- a. Mrs. Larisa Theresa Fonseca and her husband Mr. Mario Placido Fonseca.
- b. Miss. Andreas Antoniella Fernandes, spinster.
- c. Mr. David Royd Fernandes and his wife Mrs. Olinka Kristina Fernandes.

14. The said (a) Mrs. Larisa Theresa Fonseca and her husband Mr. Mario Placido Fonseca, (b) Miss. Andreas Antoniella Fernandes, spinster and (c) Mr. David Royd Fernandes and his wife Mrs. Olinka Kristina Fernandes then sold the 1/24th share of the said Mrs. Bemvinda D' Souza inherited by them to the OWNER No. 1 and late Shri Nikhil Sen herein vide Deed of Sale dated 29th April, 2016, registered in the Office of the Sub-Registrar of Bardez, at Mapusa.

15. The aforesaid succession to the estate of late Mr. Rafael Rodrigo Santana de Souza and his wife from his second nuptials, Mrs. Carmo Auxiliana D'Souza has been corroborated by Heirship Certificate dated 22-12-2021 in Inventory Proceedings no.489/2016/E in terms of Sec 373(b) of the Goa Succession, Special Notaries and Inventory Proceedings Act, 2012.

For PRIMAVERA REAL ESTATE DEVELOPERS

(PARTNER)

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16. Therefore, the SAID PROPERTY came to be vested as under:

- a. M/s Primavera Real Estate Developers - ½ share
- b. Shri Nikhil Sen - ½ share

17. The said Shri Nikhil Sen expired on 19.11.2019 and came to be survived by his wife, Mrs. Romila Sen and his three daughters, viz: (a) Ms. Ria Sen, (b) Ms. Divya Sen and (c) Ms. Zia Sen.

18. The said Shri Nikhil Sen had executed a Will dated 08-10-2019 bequeathing his properties including his one-half (1/2) share in the SAID PROPERTY to his wife, Mrs. Romila Sen vide Will dated 08-10-2019, which has been granted probate vide Order dated 10-12-2020 in Probate Civil Petition No 09/2020 before the Hon'ble High Court of Karnataka at Bengaluru and therefore Mrs. Romila Sen was granted and allotted the one-half (1/2) share of Shri Nikhil Sen in the SAID PROPERTY.

19. The said Mrs. Romila Sen was therefore, entitled to one-half (1/2) share in the SAID PROPERTY equivalent to 3,650 sq.mts upon 7,300 sq.mtrs of undivided share in the SAID PROPERTY, hereinafter referred to as the 'SAID UNDIVIDED SHARE' for brevity's sake.

For PRIMAVERA REAL ESTATE DEVELOPERS


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20. The PURCHASER/DEVELOPER then purchased the SAID UNDIVIDED SHARE in the SAID PROPERTY vide Deed of Sale dated 20-04-2022 registered in the Office of the Sub-Registrar of Bardez, at Mapusa.

21. The OWNER NO. 2 i.e. Mr. Michael Fernandes, was a partner of the OWNER NO. 1 firm and has since retired from the said firm vide Deed of Admission and Retirement dated 03.08.2020, executed before the Notary Advocate Linus Emmanuel under 966/2020 at Panaji and is a necessary party hereto in terms of the said Deed of Admission and Retirement dated 03.08.2020.

22. Therefore, the SAID PROPERTY is vested as under:

- i. M/s Primavera Real Estate Developers - ½ share
&
Mr Michael Fernandes
- ii. PURCHASER/DEVELOPER - ½ share

23. The OWNERS herein are desirous of developing their 50% (one-half) share in the SAID PROPERTY equivalent to 3,650 sq.mts upon 7,300 sq.mtrs of undivided share in the SAID PROPERTY and hereinafter referred to as the "SAID SHARE" for brevity's sake.

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24. The OWNERS have further represented that they have obtained the following approvals:

- i. Conversion Sanad dated 02.01.2020 bearing No. RB/CNV/BAR/288/2007 dated 11.08.2014 issued by the Office of the Addl. Collector-II, Panaji read with Conversion Sanad bearing No. 4/250/CNV/AC-III/2019/12 issued by the Office of the Addl. Collector-III, at Mapusa;
- ii. Order dated 23.03.2017 bearing No. NGPDA/CAN/ 44/126/1455/17 issued by the North Goa Planning and Development Authority for the payment of infrastructure tax;
- iii. Order dated 25.01.2019 bearing No. NGPDA/CAN/ 44/ 126/ 3353/18-19 of the North Goa Planning and Development Authority read with Order dated 20.04.2022 bearing No. NGPDA/CAN/ 44/126/154/2022 of the North Goa Planning and Development Authority.
- iv. Construction License dated 21.02.2015 bearing No. VP/ 32/ 12/28/314/2014-2015 read with License dated 31.05.2019 bearing No. VP/13/491/6/2019-2020 issued by the Village Panchayat of Candolim.

25. The PURCHASER/DEVELOPER is desirous of developing the SAID PROPERTY including the SAID SHARE of the OWNERS herein by constructing villas in the project

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known as 'CASA ALTINHO' and which shall be hereinafter be referred to as the 'SAID PROJECT' for brevity's sake and has approached the OWNERS to develop their SAID SHARE in the SAID PROPERTY.

26. The OWNERS and the PURCHASER/DEVELOPER have agreed to the sale and development of the SAID SHARE in the SAID PROPERTY in consideration of the sum of **Rs. 5,78,00,000/- (Rupees five crores and seventy-eight lakhs only)** by apportionment of built-up areas in the ratio 50:50 and deposit of the sum of **Rs.3,50,00,000/- (Rupees three crores and fifty lakhs only)** as security deposit for the due completion of the SAID PROJECT.
27. The total built-up area approved for the SAID SHARE in the SAID PROJECT is 3800 sq. mtrs and therefore the OWNERS shall appropriate and be allotted 50% FAR of the SAID SHARE admeasuring **1900 sq.mtrs** of built-up area equivalent to 5nos villas including the corresponding undivided share in the SAID SHARE in the SAID PROPERTY. The OWNERS shall appropriate their built-up share/villas equally between themselves, without any liability or responsibility on the PURCHASER/DEVELOPER.

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28. The PURCHASER/DEVELOPER has deposited with the OWNERS the security deposit of **Rs.3,50,00,000/- (Rupees three crores and fifty lakhs only)** as under:
- Rs. 2,17,50,000/- (Rupees two crores, seventeen lakhs and fifty thousand only) to the OWNER No. 1, M/s Primavera Real Estate Developers.
 - Rs. 1,32,50,000/- (Rupees one crore, thirty-two lakhs and fifty thousand only) to the OWNER No. 2, Mr. Michael Fernandes.
29. The parties hereto are executing these presents on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT OF DEVELOPMENT AND SALE WITNESSES AS FOLLOWS:

1. IN CONSIDERATION of the aforesaid agreement and payment of **Rs. 5,78,00,000/- (Rupees five crores and seventy-eight lakhs only)**, as under:
- Rs.3,50,00,000/- (Rupees three crores and fifty lakhs only) towards security deposit paid in terms of clause 2 hereunder.
 - Rs.2,28,00,000/- (Rupees two crores and twenty-eight lakhs only) towards the cost of construction of the **50% FAR** of the SAID SHARE in the SAID PROPERTY allotted to the OWNERS herein, admeasuring **1900 sq.mtrs of built-up area** in terms

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of clause (3) hereunder, the OWNERS do hereby agree to transfer to the PURCHASER/DEVELOPER the complete development rights of the SAID SHARE in the SAID PROPERTY equivalent to 3,650 sq.mts upon 7,300 sq.mtrs of undivided share in the SAID PROPERTY, more particularly described under Schedule II hereunder and the SAID PROJECT shall be carried out by the PURCHASER/DEVELOPER after obtaining any revised permissions, licenses and no objection certificates in addition to those already obtained by the OWNERS as above including registration under Goa RERA and/or any other statutory body and/or authority as may be required in law.

2. The PURCHASER/DEVELOPER has deposited with the OWNERS the security deposit of **Rs.3,50,00,000/- (Rupees three crores and fifty lakhs only)** as under:
- Rs 60,00,000/- (Rupees sixty lakhs only)** vide RTGS bearing No BKIDH21315726406 on 11-11-2021 from Bank of India to HDFC Bank, Candolim Branch in favour of M/s PRIMAVERA REAL ESTATE DEVELOPERS.
 - Rs 90,00,000/- (Rupees ninety lakhs only)** vide RTGS bearing No BKIDH21330588556 on 26-11-2021 from Bank of India to HDFC Bank, Candolim

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Branch in favour of M/s PRIMAVERA REAL ESTATE DEVELOPERS.

- c. **Rs. 40,00,000/- (Rupees forty lakhs only)** paid vide RTGS bearing No BKIDH21315725203 on 11-11-2021 from Bank of India to Karur Vyasa Bank, Panaji Branch in favour of Mr. MICHAEL FERNANDES.
- d. **Rs. 67,50,000/- (Rupees sixty-seven lakhs and fifty thousand only)** vide cheque bearing No 169174 dated 03-01-2022 drawn on Bank of India, Hyderabad (Sultan Bazaar) Branch in favour of M/s PRIMAVERA REAL ESTATE DEVELOPERS.
- e. **Rs. 92,50,000/- (Rupees ninety-two lakhs and fifty thousand only)** vide cheque bearing No 169175 dated 03-01-2022 drawn on Bank of India, Hyderabad (Sultan Bazaar) Branch in favour of Mr. MICHAEL FERNANDES.

(the receipt whereof the OWNERS do hereby admit and acknowledge).

3. It is agreed that the total built-up area approved for the SAID SHARE in the SAID PROJECT is 3800 sq. mtrs and therefore the OWNERS shall appropriate and be allotted 50% FAR of the SAID SHARE admeasuring **1900 sq.mtrs** of built-up area equivalent to 5nos villas including the corresponding undivided share in the SAID SHARE in the SAID PROPERTY. The OWNERS shall appropriate their

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built-up share/villas equally between themselves, without any liability or responsibility on the PURCHASER/DEVELOPER.

4. It is agreeable by the parties hereto that the apportionment of the built-up areas shall be subject to the following, viz:
- i. That if there is a deficit in the built-up area to be apportioned by the parties hereto then the same shall be compensated at the time of obtaining Occupancy Certificate by the PURCHASER/DEVELOPER.
 - ii. That the built up areas to be apportioned shall be the total sellable area as approved by the concerned Authorities.
 - iii. The villas nos and the built-up areas to be apportioned will be as per the approved plans as approved by the Authorities and revised by the PURCHASER/DEVELOPER herein and delineated/described in the Deed of Addendum that shall be executed between the parties hereto.
 - iv. It is agreed by the parties hereto that the villas constituting the built-up areas to be apportioned between the OWNERS and the PURCHASER/DEVELOPER shall be delineated and demarcated on the sanctioned revised plans and



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shall form part of the Deed of Addendum to this Agreement of Development.

- v. That it is further agreed that the villas allotted to the OWNERS shall be sold by the OWNERS who shall directly receive the advance/sale proceeds from the same and apportion directly amongst themselves. Further, the villas owned by the PURCHASER/DEVELOPER will be sold by the PURCHASER/DEVELOPER who shall directly receive the advance/ sale proceeds directly for the same.

5. It is agreed by the parties hereto that the said Security Deposit of **Rs.3,50,00,000/- (Rupees three crores and fifty lakhs only)** shall refunded to the PURCHASER/DEVELOPER within a period of 30 days of obtaining Occupancy Certificate for the SAID PROJECT. However, in the event the OWNERS are unable to refund the security deposit of **Rs.3,50,00,000/- (Rupees three crores and fifty lakhs only)**, the same shall be offset against one villa of the OWNERS and the OWNERS shall release one villa to the PURCHASER/DEVELOPER which shall be appropriated by the PURCHASER/DEVELOPER.

6. The PURCHASER/DEVELOPER shall complete the SAID PROJECT at its exclusive cost within a period of **30 months (thirty) months and six (6) months** grace period

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(PARTNER)

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from the date of execution of this Agreement of Development and the PURCHASER/DEVELOPER shall carry out the construction strictly in terms of the approved revised plans with good quality materials and the specifications and amenities to be detailed under the Addendum to this Agreement of Development to be executed between the parties hereto.

7. It is agreed by and between the parties that it shall be the responsibility of the PURCHASER/DEVELOPER to apply for and obtain necessary registration under RERA for the SAID PROJECT at its costs including any other permissions, revisions and licenses/no objection certificates, as the OWNERS have already obtained the necessary permissions, no objection certificates, approvals and licenses, required for the SAID PROJECT under the relevant laws, acts, rules and regulations from the Village Panchayat, Planning and Development Authority and/or any other statutory body and/or authority. Should any plans require to be revised or any applications filed hereto the PURCHASER/DEVELOPER shall apply for the same at its own costs after obtaining the consent of the OWNERS to the plans and the OWNERS shall sign the same and cooperate with the PURCHASER/DEVELOPER.



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(PARTNER)

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8. It is further undertaken by the PURCHASER/DEVELOPER that the PURCHASER/DEVELOPER shall register the SAID PROJECT under Goa RERA within a period of 2 months from the date of signing this Agreement of Development. Only after obtaining necessary registration under Goa RERA, shall the PURCHASER/DEVELOPER commence the construction of the SAID PROJECT strictly according to the terms and approvals granted by the concerned authorities. The PURCHASER/DEVELOPER shall bear all charges and expenses towards construction of the SAID PROJECT, development fees, infrastructure tax and such other necessary charges and expenses required to be borne for the construction of the SAID PROJECT. However, it is clarified that GST on the construction of SAID PROJECT and for sale/ transfer of the SAID PROJECT to customers, if applicable, will be responsibility of the OWNERS and the PURCHASER/DEVELOPER, in respect of the allocated villas. In the event any GST is made applicable on the transaction between the OWNERS and PURCHASER/DEVELOPER, the same shall be borne by the respective party to whom its liable under the law.

9. The PURCHASER/DEVELOPER shall lay down standard norms for the staff/ employees/workers/personnel of the PURCHASER/DEVELOPER working in the SAID

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(PARTNER)

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PROJECT and ensure that they are covered under insurance schemes including proper safety measures are being adopted and shall ensure that all norms and regulations under the RERA Act, 2016 and the Rules framed there under shall be strictly complied with by the PURCHASER/DEVELOPER. Further, where applicable, the norms and regulations under RERA Act 2016, shall be complied to by the OWNERS as well.

10. It is agreed and understood by the PURCHASER/DEVELOPER that the possession of the SAID SHARE in the SAID PROPERTY is not handed over to the PURCHASER/DEVELOPER who shall enter the SAID PROPERTY under license of the OWNERS for the purpose of development of the same.

11. The PURCHASER/DEVELOPER in consultation with the OWNERS shall be in total and complete charge and control of construction activities to be carried out in the SAID PROJECT and shall collect various instalment/s and purchase price towards the sale of the villas in the SAID PROJECT from the respective purchaser/s and to deposit the same in terms of the clauses herein in the joint venture account to be opened, which will be subject to the RERA compliances

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12. It is specifically agreed by and between the parties hereto that the present understanding for the SAID PROJECT is for sale and development in terms of these presents and shall not be construed or deemed to be construed to be a Partnership or Association of Persons or Joint Venture between the parties hereto and the present arrangement is limited to the SAID PROJECT only which shall come to an end upon execution of Sale Deeds in favour of each prospective purchaser of the villas in the SAID PROJECT in order to safeguard the consideration payable to the OWNERS.

13. That the PURCHASER/DEVELOPER and the OWNERS shall be fully entitled to jointly sell, transfer, convey and assign their respective portions to any prospective buyer and to receive the sale proceeds in respect thereof, in their respective names, before, during or after the completion of the construction, without any objection or hindrance by the other. Further, the PURCHASER/DEVELOPER and the OWNERS shall be jointly entitled to enter into any Agreement(s) for the sale/booking of their respective allocations in the SAID PROJECT.

14. The OWNERS hereby declare that they have not created any charge, encumbrance or lien on the SAID SHARE in the SAID PROPERTY nor is the SAID SHARE in the SAID

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PROPERTY subject matter of any litigation or acquisition and that they shall not create any charge, encumbrance and/or lien on the SAID SHARE in the SAID PROPERTY and shall keep the SAID SHARE free from any and all encumbrances, charges or lien during the currency of these presents and shall indemnify and keep indemnified the PURCHASER/DEVELOPER against any defect in title.

15. The PURCHASER/DEVELOPER does agree with the OWNERS that on execution of these presents the PURCHASER/DEVELOPER and its employees/personnel shall be entitled to enter upon the SAID SHARE and survey, demarcate the land, excavate, fill and commence and execute construction works thereon and do all that is required for the construction of the SAID PROJECT. It is agreed and understood that the PURCHASER/DEVELOPER shall enter the SAID SHARE under the license of the OWNERS herein.

16. The PURCHASER/DEVELOPER shall be solely liable in case of any wrong act, theft, crime or any other incident arising in the SAID PROJECT and covenants that it shall not create any charge, encumbrance and/or lien on the SAID SHARE and shall keep the SAID SHARE free from any and all encumbrances, charges or lien.

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17. It is hereby agreed by and between the parties that the OWNERS directly or through their constituted attorney and the PURCHASER/DEVELOPER shall sign the necessary Agreements/Deeds for Sale or Memorandums of Understanding for the sale of the villa/s in the SAID PROJECT but it is the PURCHASER/DEVELOPER that shall be solely responsible/liable for handing over possession of the villa/s within the time stipulated in the Agreements for Sale or Memorandums of Understanding proposed to be executed with the prospective purchaser/s of the villa/s and also for the quality of construction of the villa/s.

18. Time is of the essence of these presents. The PURCHASER/DEVELOPER shall not be liable for delay in the SAID PROJECT due to any Act of God, Force Majeure which includes any Pandemic/Epidemic, non-availability of construction material or due to any notice/order/Rule of any Authority/ Court beyond the control of the PURCHASER/DEVELOPER and the PURCHASER/DEVELOPER shall be entitled to such reasonable extensions of time as may be necessary to complete the construction of the SAID PROJECT.

19. That in the event of any question or dispute arising under in connection with incidental to and/or

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interpretation or scope of these presents or relating hereto, the same shall be referred to a sole arbitrator, whose decision shall be final and binding upon the parties. The provisions of the Arbitration and Conciliation Act, 1996 and the statutory modifications, amendments and/or re-enactment thereof from time to time shall apply to such arbitration. The parties shall bear and pay their own costs, charges and expenses of the proceedings for the Arbitrators. The seat and venue of Arbitration shall be at Goa.

20. That any increase in F.A.R. of the SAID PROPERTY will be used for the benefit of the parties hereto in the ratio of apportionment of the built-up areas. It is further clarified that in case one party i.e. the PURCHASER/DEVELOPER or the OWNERS, as the case may be, gets more built-up area than the share settled, then such party shall pay the other party the difference to compensate for the deficit area.
21. It is agreed by the parties hereto that the villas to be allotted to the OWNERS herein shall from part of the stock-in-trade of the OWNERS herein.
22. It is further agreed that the proposed purchaser/s of the villas being the nominees/assignees of the party hereto shall be entitled to all rights, common passages,

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proportionate share in the SAID PROPERTY, amenities etc and the prospective purchasers of the same shall be governed and shall observe and comply with the byelaws of the local Authorities or the Maintenance Society, as applicable and as may be laid from time to time.

23. This Agreement comprises the entire understanding between the parties and shall supersede any earlier oral or written agreement or any other writing in the matter. Any amendment to these presents shall be in writing and signed by the parties hereto.

24. Each party hereby represents and warrants that the execution, delivery and performance of these presents has been duly authorized by all necessary actions on their part and that they have the legal capacity to undertake their obligations as contemplated in these presents and to perform and observe the terms and provisions hereof applicable to them and that these presents constitutes legal, valid and binding obligations enforceable against them in accordance with the terms hereof.

25. These presents shall nullify and invalidate all negotiations and communications exchanged hereto between the parties in respect of the understanding

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recorded herein. Neither party shall plead any oral or other variation of these presents.

26. That unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of these presents shall be given in writing and may be given by personal delivery or by sending the same by courier addressed to the concerned Party at the addresses mentioned in these presents or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery.

27. The relationship between the parties hereto is that of principal to principal basis and does not create any partnership between the Parties. The Parties are independent contracting parties and neither party hereto is in any way the legal representative or agent or consumer of the other party for any purpose whatsoever and has any right or authority to assume or create, in writing or otherwise, any obligation of any kind or nature, expressed or implied, in the name of or on behalf of the other Party.

28. For the purpose of stamp duty and valuation, the SAID SHARE sought to be developed is valued at

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Rs. 5,78,00,000/- (Rupees five crores and seventy-eight lakhs only) and necessary stamp duty of Rs. 16,77,000/- (Rupees sixteen lakhs and seventy-seven thousand only) is paid hereto.

29. In the event that in future (during the course of implementation of the SAID PROJECT or before the execution of the final sale deed(s)), the FAR/FSI of the SAID SHARE in the SAID PROPERTY is increased with suitable permission/sanction from the Planning Authority or any other concerned Government Authority to construct additional built area on the SAID SHARE of the SAID PROPERTY ("Additional FAR"), the benefit of the said additional built area shall accrue to the PURCHASER/DEVELOPER and OWNERS in the same proportion as is provided herein i.e. in the ratio of 50:50.

30. In the case of any disputes and differences between the parties hereto, the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and in case of disputes only the Courts in Goa shall have jurisdiction.

31. All notices to be served on the parties shall be deemed to be duly served if sent by registered post to the address-mentioned above.

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32. Possession of the SAID SHARE of the OWNERS in the SAID PROPERTY has not been transferred to the PURCHASER/DEVELOPER herein.
33. Only part payment of the purchase consideration has been made.

SCHEDULE I

[SAID PROPERTY]

ALL THAT PROPERTY known as 'VHALL' alias 'ORDA' alias 'VALE' alias 'PRIMEIRO LOTE DE LUIS ANTONIO', admeasuring 7,300 sq. mtrs, bearing survey no. 81/9 of Village Marra, situated at Saipem, Marra, Bardez, Goa, within the limits of the Village Panchayat of Candolim, bearing old cadastral no. 1010, registered under Description No. 14029 at pages 136(v) of Book B-36 in the Land Registration Office of Bardez at Mapusa and bearing Inscription No. 32444 at pages 26 of Book G-37, not known to be registered in the Taluka Revenue Office and is bounded as follows:

On or towards the EAST: by property bearing survey no. 91/1;

On or towards the WEST: by property bearing survey no. 81/8, 81/14 & 81/16 and an internal road;

On or towards the NORTH : by property bearing survey no. 83/1;

For PRIMAVERA REAL ESTATE DEVELOPERS


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On or towards the SOUTH : by property bearing survey
no. 92/2 & 92/1;

(The SAID PROPERTY is delineated in red in the plan
annexed hereto)

SCHEDULE II

[SAID SHARE]

ALL THAT **one-half (1/2) undivided share** in the SAID
PROPERTY equivalent to **3,650 sq.mts** upon 7,300 sq.mtrs of
undivided share in the SAID PROPERTY, bearing survey no.
81/9 of Village Marra, situated at Saipem, Marra, Bardez, Goa,
within the limits of the Village Panchayat of Candolim.

IN WITNESS WHEREOF the parties hereto have
executed these presents on the date hereinabove mentioned.

For PRIMAVERA REAL ESTATE DEVELOPERS



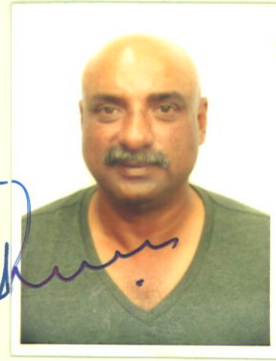
(PARTNER)

FAIR GREEN VENTURES LLP



Designated Partner

SIGNED SEALED AND DELIVERED]
BY THE WITHIN-NAMED OWNERS]

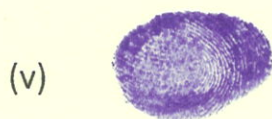
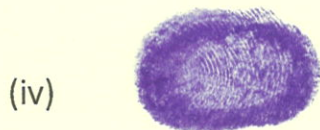
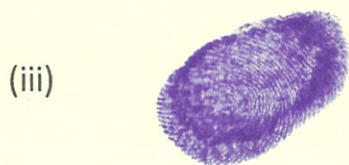
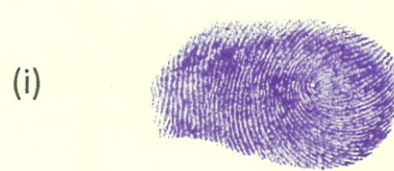


1. 

Mr. VIRAJ BHOJRAJ SUVARNA
for self and as attorney-holder of
Mr. CHIRAG VIRAJ SUVARNA
Mr. DHRUV VIRAJ SUVARNA
Partners
**M/s. PRIMAVERA REAL ESTATE
DEVELOPERS**

L. H.

R. H.



For PRIMAVERA REAL ESTATE DEVELOPERS


(PARTNER)

FAIR GREEN VENTURES LLP



Designated Partner

2.



Mr. MICHAEL FERNANDES

L. H.

R. H.

(i)



(i)



(ii)



(ii)



(iii)



(iii)



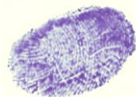
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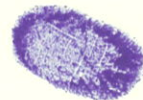
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(v)



For PRIMAVERA REAL ESTATE DEVELOPERS

(PARTNER)

FAIR GREEN VENTURES LLP

Designated Partner



SIGNED SEALED AND DELIVERED BY THE]
WITHIN-NAMED PURCHASER/DEVELOPER]



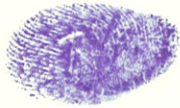
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FAIR GREEN VENTURES LLP
Designated Partner:
Mr. VENKATESHWAR REDDY PANYALA

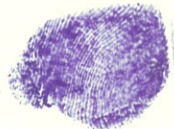
L. H.

R. H.

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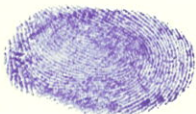
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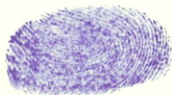
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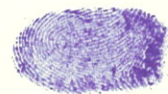
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For PRIMAVERA REAL ESTATE DEVELOPERS

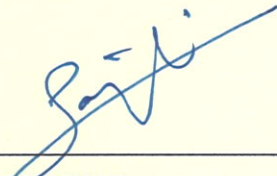
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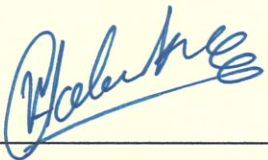
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Designated Partner

WITNESSES:

1. 

Mr. SANJAY MORAJKAR
House No 505, La Campala, Miramar,
Panaji, Tiswadi, Goa, 403001

2. 

Mr. VINOD DORMANATA ALORNENCAR
House No 40/1, Near Shree Krishna Temple,
Alorna Wada, Ecoxim, Salvador do
Mundo, Bardez, Goa, 403101



For PRIMAVERA REAL ESTATE DEVELOPERS

(PARTNER)

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GOVERNMENT OF GOA

Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA

CBAR 122- 6846



Plan Showing plots situated at
Village : MARRA
Taluka : BARDEZ
Survey No./Subdivision No. : 81/ 9
Scale :1:1000

Rajesh
(**Rajesh R. Pai Kuchelkar**)
Inspector of Survey &
Land Records.

S.No.83

S.No.91

SURVEY No. 81

1-A-1

S.No.92

14

1-A-1

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2

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On : 31-03-2022

Compared By: *Basika*



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 10-Jan-2023 10:58:16 am

Document Serial Number :- 2023-BRZ-139

Presented at 10:38:55 am on 10-Jan-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	1676200
2	Registration Fee	1734000
3	Tatkal appointment fee	10000
4	Processing Fee	2120
Total		3422320

Stamp Duty Required :1676200/-







Stamp Duty Paid : 1677000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	VENKATESHWAR REDDY PANYALA As Designated Partner Of FAIR GREEN VENTURES LLP , Father Name:P Narayan Reddy, Age: 49, Marital Status: , Gender:Male, Occupation: Business, Address1 - H. No. 2-1-251, Flat No.305, Lahari Apartments, Veg Market, Musheerabad, Nallakunta, Hyderabad, 500044, Address2 - , PAN No.:			 Designated Partner







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	VIRAJ BHOJRAJ SUVARNA As Partner Of Primavera Real Estate Developers , Father Name:Uppoor Bhojraj, Age: 60, Marital Status: , Gender:Male, Occupation: Business, House No 134-51 121, 2nd Floor, Ranka View Apartments, Richmond Road, Rathna Avenue, Near Hosmat Hospital, Bangalore North, Bangalore, 560 025, PAN No.:			 PARTNER
2	MICHAEL FERNANDES , Father Name:Alex Joaquim Luis Fernandes, Age: 51, Marital Status: Married , Gender:Male, Occupation: Business, H. No. 1707, Saipem, Candolim, Bardez, Goa, India, 403515, PAN No.:			
3	VENKATESHWAR REDDY PANYALA As Designated Partner Of FAIR GREEN VENTURES LLP , Father Name:P Narayan Reddy, Age: 49, Marital Status: , Gender:Male, Occupation: Business, H. No. 2-1-251, Flat No.305, Lahari Apartments, Veg Market, Musheerabad, Nallakunta, Hyderabad, 500044, PAN No.:			 Designated Partner



Sr.NO	Party Name and Address	Photo	Thumb	Signature
4	VIRAJ BHOJRAJ SUVARNA As Attorney Holder For Dhruv Viraj Suvarna , Father Name:Uppoor Bhojraj, Age: 60, Marital Status: ,Gender:Male,Occupation: Business, House No 134-51 121, 2nd Floor, Ranka View Apartments, Richmond Road, Rathna Avenue, Near Hosmat Hospital, Bangalore North, Bangalore, 560 025, Karnataka , PAN No.: , as Power Of Attorney Holder for DHRUV VIRAJ SUVARNA As Partner Of Primavera Real Estate Developers			 (PARTNER)
5	VIRAJ BHOJRAJ SUVARNA As Attorney Holder Of Chiraj Viraj Suvarna , Father Name:Uppoor Bhojraj, Age: 60, Marital Status: ,Gender:Male,Occupation: Business, House No 134-51 121, 2nd Floor, Ranka View Apartments, Richmond Road, Rathna Avenue, Near Hosmat Hospital, Bangalore North, Bangalore, 560 025, Karnataka , PAN No.: , as Power Of Attorney Holder for CHIRAG VIRAJ SUVARNA As Partner Of Primavera Real Estate Developers			 (PARTNER)

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Vinod Dormanata Alornencar, Age: 50, DOB: , Mobile: 9848483639 , Email: , Occupation: Self Employed , Marital status : Married , Address: 403101, House No 40/1 Near Shree Krishna Temple Alorna Wada Ecoxim Salvador do Mundo Bardez Goa, House No 40/1 Near Shree Krishna Temple Alorna Wada Ecoxim Salvador do Mundo Bardez Goa, Salvador-do-mundo, Bardez, NorthGoa, Goa			
2	Name: Sanjay Morajkar, Age: 61, DOB: , Mobile: 9848483639 , Email: , Occupation: Self Employed , Marital status : Married , Address: 403001, House No 505, House No 505, La Campala Miramar, Panaji, Tiswadi, NorthGoa, Goa			


Sub Registrar

SUB-REGISTRAR
BARDEZ

Document Serial Number :- 2023-BRZ-139

Book :- 1 Document

Registration Number :- **BRZ-1-145-2023**

Date : 10-Jan-2023


SUB-REGISTRAR
BARDEZ

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