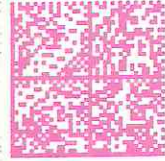


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Isprava Vesta Pvt Lt  
For Whom/ID Proof:  
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For CITIZEN CREDIT™  
CO-OP BANK LTD.  
*Dial*  
Authorized Signatory

2023-BR2-493  
30/1/23



# DEVELOPMENT AGREEMENT



This Development Agreement (“**Agreement**”) is made at Mapusa, Goa, on this 30<sup>th</sup> day of **January, 2023**

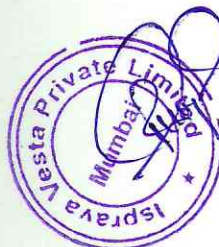
BETWEEN

**ISPRAVA LUXURY REALTY TWO LLP**, LLPIN: AAN-1289, a limited liability partnership, registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (W), Mumbai - 400031, PAN: \_\_\_\_\_, represented by its Designated Partner, **MR. ADITYA R. NAIK**, son of Mr. Ranjan Naik, aged about 31 years, married, Service, Indian National, holding PAN Card bearing no \_\_\_\_\_ resident of House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, duly authorised vide Board Resolution dated 02<sup>nd</sup> January, 2023, hereinafter referred to as “**the Owner**”(which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being and from time to time, the last surviving partner and their/his/her heirs, administrators, executors, nominees and successors-in-interest and permitted assigns) of the One Part;

AND

**ISPRAVA VESTA PRIVATE LIMITED**, CIN: \_\_\_\_\_, a private limited company incorporated under the provisions of the Companies Act, 1956, and having its registered office at First Floor, 42A, Impression House, G. D. Ambekar Marg, Wadala, Mumbai - 400031, PAN: \_\_\_\_\_ represented by its Authorised Signatory, **MR. ADITYA R. NAIK**, son of Mr. Ranjan Naik, aged about 31 years, married, Service, Indian National, holding PAN Card bearing no: \_\_\_\_\_ resident of House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, duly authorised vide Board Resolution dated 05<sup>th</sup> January, 2023, hereinafter referred to as “**the Developer**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the successors-in-interest and permitted assigns) of the Other Part.

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





**WHEREAS:**

- A. The Owner is seized, possessed of and well sufficiently entitled to, all that plot of land admeasuring about 15,455 sq. mts. forming a part of the property known as "Coirat", also known as "Khairat" aggregately admeasuring about 56,466sq.mts., bearing Survey No. 172/1-N of Village Camurlim, which is found described in the Land Registration Office of Bardez under no. 1575 at page 3 of Book B-5 new, within the jurisdiction of the Village Panchayat of Camurlim, Taluka Bardez, District of North Goa, State of Goa (hereinafter referred to as "**the said Property**"), and more particularly described in the **Schedule I** hereunder written.
- B. The Owner is in vacant, peaceful, unencumbered physical and legal possession of the said Property as the sole and absolute owner thereof.
- C. The Owner has a clear and marketable title to the said Property, free from all encumbrances and reasonable doubts of whatsoever nature.
- D. The Developer is engaged in the business of development and construction of real estate properties and is having the expertise and experience to undertake the development of immovable properties including the said Property.
- E. The Owner has shown its willingness and interest to offer the said Property for the purposes of development and has been looking for a prospective developer. The Developer having come to know about the Owners' intent about the development of the said Property, has approached the Owner and offered to undertake the development of the said Property.
- F. Relying on the representations, assurances and warranties of the Owner with respect to the title of the said Property and other factors, which permit and allow the development of the said Property, the Developer has agreed to enter into this Agreement with the Owner for the development of the said Property on the terms and conditions contained herein.





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

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

2. **Development Rights and Potential of the said Property:**

2.1 On execution of this Agreement, the Owner hereby agrees, declares and confirms to grant exclusive and irrevocable development rights to the Developer in respect of the said Property as per the mutual understanding and arrangement agreed and recorded between the Parties hereto.

2.2 Further, in accordance with the terms hereof, the Owner has granted an exclusive license, right and absolute authority to enter upon the said Property for the purposes as stated herein, for due performance, observance and fulfillment of the obligations by the Developer as recorded herein. Such exclusive license, right and absolute authority to enter upon the said Property should not amount to or be treated as giving possession of the said Property to be developed in accordance with the terms and should not be considered as creation of any right title and interest in respect of the said Property to and in favor of the Developer. It has been expressly clarified and agreed between the Parties hereto that this Agreement will not be contemplated to be a transfer of the said Property in accordance with section 53A of the Transfer of the Property Act, 1882.

2.3 Prior to execution of this Agreement, the Parties hereto have independently through their respective architects/ consultants, evaluated all the factors for the development of the said Property including the Floor Area Ratio ("FAR") and other benefits that can be availed on the development thereof.

2.4 In view of the aforesaid, and after considering all the factors pertaining to the development of the said Property, the Parties have computed and arrived at a conclusion that the total construction area on the said Property, post development shall be about 66,387 square feet built up





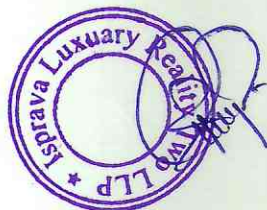
area, equivalent to about 6,170 square meters built up area, which will comprise of the following as under:

No.	Particulars of the Constructed Area on the said Property	Aggregate Area (in Square Feet)	Aggregate Area (in Square Meters)
1	18 (eighteen) Residential Villas	52,793.00	4,906.00
2	Semi – Covered Area - appurtenant to the Villas	6,749.00	627.00
3	Staff Quarters (inclusive of Sit Out Area - Common Areas	5,881.00	547.00
4	Services – Common Areas	964.00	90.00
	<b>Total</b>	<b>66,387.00</b>	<b>6,170.00</b>

2.5 In accordance with the terms hereof and what is stated hereinabove, the Developer at the request of the Owner has agreed to undertake the development of the said Property and the Parties hereto have mutually agreed to and arrived at an arrangement for the development of the said Property, by way of area sharing, in the manner setout herein. The Parties are fully aware and conversant and hereby confirm that the total constructed area referred to in Clause 2.4 hereinabove are tentative areas (with a ten percent addition), are subject to final/ revised approval, sanction, permission, etc. from the concerned authorities with respect to the development of the said Property. It has been expressly clarified and agreed between the Parties hereto that the total constructed area of the said Property, approved/sanctioned by the concerned authorities (i.e. any addition, reduction or revision to any constructed area on the said Property referred to hereinabove), shall be final and binding on the Parties hereto, for the purposes of area sharing as agreed and recorded herein.

#### Owners Share

- a) the Owner shall be entitled to 18.25% (eighteen point two five per cent) of the total constructed area on the said Property i.e. about 12,116square feet built up area, equivalent to about 1,126 square meters built up area (hereinafter referred to as the “**Owners Share**”), out of total constructed area admeasuring 66,387 square feet built up area, equivalent to about 6,170 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense, as provided herein and more particularly described in the **Schedule II** hereunder written.





- b) The Owner hereby agrees, declares and confirms the Owners Share as recorded herein and it will not demand any additional area, consideration, compensation and/or raise any claim, dispute, objection, etc. with the Developer with respect thereto at any time hereafter.

**Developers Share**

- c) the Developer shall be entitled to the remaining balance 81.75% (eighty one point seven five per cent) of the total constructed area on the said Property i.e. about 54,271 square feet built up area, equivalent to about 5,044 square meters built up area (hereinafter referred to as the “**Developers Share**”), out of total constructed area admeasuring 66,387 square feet built up area, equivalent to about 6,170 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense, as provided herein, and more particularly described in the **Schedule III** hereunder written.

2.6 The Parties have agreed and clarified that the staff quarters, other services, passages/ pathways, etc. to be constructed and developed in the said Property, subject to approval /permission from the concerned authorities, for the non-exclusive and collective use and enjoyment by the respective owners of the residential premises/ villas, of the Owners Share and Developers Share, will at all times hereinafter be treated as and deemed to be “**Common Areas and Facilities**”. The Parties hereto have expressly clarified, agreed and declared that the owners of the adjoining plots to the said Property including the owners/ occupants of the residential premises to be constructed on the adjoining plots will be permitted and allowed to enjoy, use and avail the benefits of the Common Areas and Facilities, on such terms and conditions as may be mutually agreed by the Parties hereto and the same shall be binding on the respective owners of the residential premises/ villas, of the Owners Share and Developers Share and their successors in title.

2.7 For the purposes of clarity and for avoidance of doubts, the provision and construction of the balcony/ terrace area and swimming pool appurtenant to the respective villas, in the Owners Share and Developers Share, in aggregate admeasuring about 10,212 square feet built up area equivalent to about 949 square meters built up area, does not form part of the FAR and have not been included in the computation for the total constructed area of about 66,387 square feet built up area, about 6,170 square meters built up area as stated hereinabove.





2.8 During the subsistence of this Agreement and prior to completion of the construction/ development of the said Property i.e. completion of the Owners Share, Developers Share and the Common Areas and Facilities as provided herein, if any additional construction is permitted or any benefit is made available, which can be utilized by the Developer on the said Property, the said additional construction / benefit will be shared between the Parties hereto in the same proportion / percentage as agreed and recorded herein i.e. 18.25% (eighteen point two five per cent) will be the Owners Share and 81.75% (eighty one point seven five cent) will be the Developers Share.

2.9 It has been expressly clarified that the Developer shall at its sole discretion be entitled to avail the benefit as provided in the foregoing Clause 2.8 and the Developer shall not be obligated or bound to construct the said additional area on the said Property. In such an eventuality, the Parties will mutually agree to such terms and conditions for the utilization of the additional benefit as provided herein or in the alternative, the Developer with the written consent of the Owner, shall be entitled to transfer, sale or assign the proportionate share of the Developers Share to any person by way of Transfer Developments Rights ("TDR") and/or in such manner as may be permissible under applicable law and the Owner will not object to nor raise any claim with respect thereto.

2.10 The Developer shall be entitled to modify or amend the design/s, plan/s, proposed / approved layout plan/s of the said Property including for the residential premises/ villas and/or submit fresh plans for the layout of the said Property to be developed, to the concerned authorities, without any reduction /deduction to the percentage of Owners Share to be allotted to the Owner in accordance with the terms hereof, without any prior consent/ permission from the Owner and the Owner hereby gives its/ his/ her express consent/ permission to the Developer to modify, alter and submit fresh plans in respect of the said Property as provided herein.

2.11 It has been expressly clarified, agreed and confirmed between the Parties that the Developer shall be entitled to commence the development of the said Property in such manner as it deems fit and proper and the Owner shall not compel the Developer to commence and complete the development of the Owners Share prior to completion of the Developers' Share.





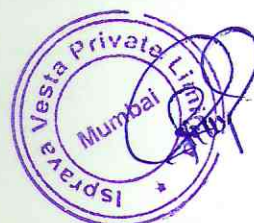
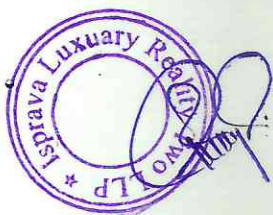
2.12 Neither Party shall have any claim or objection with respect to the share of the other Party as provided herein nor do any act, thing, deed, etc. which is detrimental to the rights of the other Party or prejudicially affects either Party or is contrary to the terms hereof.

2.13 It is hereby expressly agreed and confirmed between the Parties hereto that the respective Party shall be entitled to receive in its own name, the proceeds from the sale of the residential premises/ villas i.e. the Owner shall be entitled to receive the proceeds from the sale of the Owners Share and the Developer shall be entitled to receive the proceeds from the Developers Share, without any consent or permission of the other Party. However, post execution of this Agreement, the Parties may enter into such arrangement or understanding to receive the sale proceeds, in the name of and for and on behalf of the Party, as the case may be.

2.14 The Parties hereto have agreed to become a confirming party to the agreement/s for sale, sale deeds, documents, writings, etc. that may be entered into between the respective Party and the prospective purchasers of the residential premises/ villas constructed or to be constructed on the said Property, if required and not otherwise. The Owner will not object to, protest or raise any claim or demand any compensation from the Developer, for being a confirming party, with respect to what has been agreed hereinabove.

2.15 In respect of the Developers Share, the Developer shall be at liberty to sell, transfer and/or allot a residential premises/ villa/s and/or rights in the residential premises /villa/s and structures to be constructed on the said Property and/or to enter into any package deal or arrangement for allotment, sale and transfer of residential premises/ villa/s and structures to be constructed on the said Property, at such price/consideration and on such terms and conditions, as the Developer may feel appropriate and the Owner will not claim or raise any objection with respect thereto.

2.16 At the request of the Developer, the Owner hereby agrees to execute a specific power of attorney to and in favor of the Developer and its authorized representatives, with powers and authority to all acts, deed, things, etc. for and in connection with the development of the said Property. Irrespective of the specific power of attorney being executed in favor of the Developer as contemplated herein, in the event, the Owner is required to remain present or attend before the concerned authorities for the purposes, for and in connection with this Agreement, the Owner shall forthwith attend to and cooperate with the Developer, without any excuses and delays. Further, the Owner shall execute all documents,





deeds, writings, etc. that may be required by the Developer from time to time for the purposes as stated herein.

2.17 The name of the entire project to be developed on the said Property shall at times hereafter be known as “**Evillia Vaddo**”.

3. **Sub-Division and Partition**

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

4. **Completion of the Development**

4.1 The Developer has agreed to complete the development of the said Property in accordance with the layout plan approved/ sanctioned by the concerned authorities and of the residential premises/ villas on or before **31<sup>st</sup> March 2027**, subject to Force Majeure Events as provided herein below.

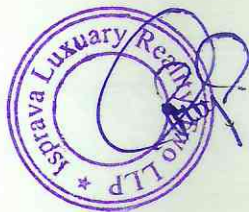
4.2 Save and except for the Force Majeure and for any reason not attributable to the Developer, if the Developer fails to deliver or delay in the completion of the development of the said Property, in particular, the Owners Share, within the time period stipulated hereinabove, the Owner shall be entitled to grant an additional time/ grace period of 6 (six) months to the Developer to complete the development.

4.3 If the Developer fails to complete the development during the additional grace period of 6 (six) months granted by the Owner as stated hereinabove, in such eventuality, the Owner at the request of the Developer and after ascertaining the status of development of the said Property, in particular, the Owners Share, the Owner may extend or grant an additional time period to the Developer for completion of the development.





- 4.4 The Developer shall, at its own cost and expense, be solely liable and responsible for obtaining all the requisite permissions, licenses, approvals, order, sanad, etc. pertaining to the development of the said Property and the occupancy certificate for the respective residential premises/ villas for the Owners Share and also, for the Developers Share. The Developer shall ensure that the development of the project is completed in all respects including the Common Areas and Facilities as stated herein.
- 4.5 Upon completion of the construction and development of the Owners Share or any part thereof in accordance with the terms hereof and the Developer obtaining occupancy certificate in respect of the Owners Share or any part thereof from the concerned authorities, the Developer shall forthwith, from time to time, inform the Owner about the same in writing to take possession of the Owners Share or any part thereof, within 30 (thirty) days from the date of intimation from the Developer, failing which it shall be deemed that the Owner has taken possession of the Owners Share or any part thereof, as the case may be. Further, the Owner shall be liable and responsible for payment of all statutory taxes and outgoings, etc. in respect of the Owners Share or any part thereof from the date of occupation certificate, irrespective of the handover taken from the Developer as provided herein.
- 4.6 The development of the said Property shall be deemed to be complete in all respects upon the Developer handing over vacant and peaceful possession of the Owners Share or any part thereof to the Owner as provided hereinabove and to the prospective purchasers of the Developers Share, upon receipt of the occupancy certificate for the Developers Share or any part thereof, as the case may be.
- 4.7 Prior to taking the possession of the Owners Share as stated herein, the Owner shall visit, inspect, verify and satisfy itself with respect to the quality of construction and completion thereof and any defect or deficiency shall be forthwith be drawn attention of the Developer to enable the Developer to carry out and rectify the defects and deficiencies, if any, failing which the Owner shall not be entitled to claim or seek redress against the Developer in respect thereof.
- 4.8 Save and except for structural defects, cracks/dampness shall not be considered as defective work and further, the Developer shall not be responsible for colour/ painting work, variations in size of flooring tiles, glazed tiles or any natural stones like marble, granite, or any sanitary





fitting etc. The Owner shall not be entitled to claim from the Developer, any amount towards the cost, expenses or charges of repairing or curing any defects undertaken or carried out by the Owner in the Owners Share, without the prior written consent of the Developer.

4.9 Upon completion of development of the said Property or any part thereof, the Developer shall at its sole discretion appoint a maintenance agency for the administration and maintenance of the said Property and the Owner and/or the owners/ purchasers of the Owners Share, contribute and pay to the Developer or to the maintenance agency, all costs and expenses incurred towards the maintenance, security, house-keeping, electricity, water, municipal taxes, outgoings and expenses, etc. at actuals, based on the proportionate area, for which construction has been completed by the Developer.

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

**Representations, undertakings, assurances, covenants of the Owner:**

- 5.1 The Owner is seized, possessed of and well sufficiently entitled to the said Property, with clear and marketable title, free from all encumbrances.
- 5.2 The Owner is entitled to enter into this Agreement with the Developer and that it has full right and authority to sign and execute the same.
- 5.3 The Owner has not done any act, deed, matter or thing whereby or reason whereof, the rights of the Developer for the development of the said Property or any part thereof, are prejudicially affected and the Developer is prevented from fulfilling its' obligations and compliance of the terms and conditions hereof in any manner whatsoever.
- 5.4 Prior to execution of these presents, the Owner has not agreed, committed or contracted or entered into any agreement, memorandum of understanding or writings, etc. for the sale, transfer, lease and leave and license or even otherwise of any nature whatsoever in respect of the said





Property or any part thereof with any person or persons other than the Developer herein.

- 5.5 Prior to execution of these presents, the Owner has not created any mortgage, charge, security, availed any loan or financial assistance, or created any other encumbrance/s on the said Property in any manner whatsoever as mentioned herein nor will hereinafter, create any mortgage, charge, security, avail any loan or financial assistance, or create any encumbrance/s on the said Property or any part thereof in any manner whatsoever.
- 5.6 The Owner shall render all assistance and co-operation that may be required by the Developer from time to time to carry out the development work in respect of the said Property and construction and completion of the villa/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom.
- 5.7 The Owner shall not object to any decision of the Developer pertaining to development of the said Property and/or construction of the residential premises/ villa/s such as; design, layout, number of residential premises/ villas to be constructed, collaterals, branding, sale and the price of the residential premises/ villa/s as long as the development is in accordance with the sanctioned/ approved plans, drawings and the governing bye laws, rules and regulations, applicable laws, as the case may be.
- 5.8 The Owner shall not hire and/or engage any other person in connection with the development and construction of the said Property including marketing of the residential premises/ villas to be constructed therein and any services to be rendered by the Developer.
- 5.9 The Owner hereby expressly agrees to grant and hereby grants permission to the Developer, on the completion, before completion and during construction of the residential premises/ villas, to publish pictures of the residential premises/ villas (interiors and exteriors) including but not limited to the swimming pool, garden, landscaping etc. displaying on the Developer's website [www.isprava.com](http://www.isprava.com) or any such website as the Developer may deem fit and any other print material, etc. as the Developer may require to be made from time to time to show the quality of the work done by the Developer.





- 5.10 There is no impediment to enter into this Agreement under any law or contract nor is there is any statutory prohibition or restriction on sale, development, transfer of the said Property and/or any part thereof and further, the said Property is not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind whatsoever.
- 5.11 There is/was no statutory bar or prohibition to acquire/hold the said Property including and not limited to any provisions under the Goa Town & Country Planning Act, Goa Land Revenue Act or any other provision of law applicable to the said Property.
- 5.12 The Owner has not created any right of way nor granted any access, ingress or egress or otherwise to any person to the said Property in any manner whatsoever. Provided However, if any access or right of way is to be created on the said Property for the development of the said Property and/or any part thereof, the Owner will cooperate with the Developer for the same and unconditionally execute such writings and documentation pertaining thereto.
- 5.13 There are no disputes or otherwise pending with respect to the boundaries for the said Property.
- 5.14 The Owner has paid and hereby undertakes to forthwith pay all the property/ municipal taxes, statutory outgoings, charges, expenses, etc. pertaining to the said Property till the date hereof including any arrears, outgoings, etc. due and payable for the period prior to this Agreement. Further, the Owner shall continue to pay and be liable for all the property/ municipal taxes, statutory outgoings, charges, expenses, etc. pertaining to the said Property as the owner of the said Property till the completion of development of the said Property in all respects as provided herein.
- 5.15 Further, the Owner shall be solely liable and responsible for stamp duty and/or registration fees, including penalty, if any, required to paid to any statutory authority in respect of any title documents relating to the said Property, prior to the date of this Agreement and shall keep the Developer indemnified for the same.
- 5.16 The Owner has not omitted to disclose to the Developer any material fact in respect of the said Property. The Owner is fully aware and conversant that the Developer has agreed to enter into this Agreement and carry out





its obligations under this Agreement, relying upon and believing the statements, representations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate.

6. **Representations, undertakings, assurances, covenants of the Developer**

6.1 The Developer agrees to develop and/or cause to be developed the said Property on the terms mentioned herein and as permitted by the concerned authorities.

6.2 The Developer has the expertise and experience in constructing residential properties, and the Developer shall, entirely at its own costs, solely undertake the designing, planning, construction, development, marketing and sale of residential premises/ villa being developed and constructed on the said Property.

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

6.4 It is hereby agreed that in all matters relating to design, layout, number of residential premises/ villas to be developed, contractors, vendors /suppliers' selection, dealing with the concerned authorities, marketing strategies for the publication of marketing collaterals viz. brochures, hoardings etc., the decision of the Developer shall be final. All the costs charges and expenses in that behalf shall be to the account of the Developer only.

6.5 The Developer shall be entitled to enter into separate contracts in its own name with building contractors, architects, structural engineer, RCC consultants and other such consultants to prepare designs/plans and engage professionals for all other services that may be required for undertaking the development of the said Property, at its risk and make necessary payments /pay fees to them.

6.6 All the residential premises/ villas will be marketed and sold by the Developer under such brand and logo as the Developer deems fit and proper and the Owner will not object to the same at anytime in any manner whatsoever.





- 6.7 The Developer is entitled to enter into this Agreement with the Owner and that it has full right and authority to sign and execute the same.
- 6.8 The Developer shall complete construction of the residential premises/ villa/s on or before **31<sup>st</sup> March 2027**.
- 6.9 The Developer shall be entitled to create any mortgage, charge, avail loan or financial assistance or create any other encumbrance whatsoever on the residential premises/ villas to be constructed on the said Property i.e. on the development rights granted to the Developer in accordance with the terms hereof.
- 6.10 The Developer confirms and agrees that the entire development of the said Property shall be carried out by the Developer and that the Owner shall not be responsible in any manner whatsoever either in the development/ construction activity or for any payments to the employees, contractors, consultants, agents, etc. of the Developer, as the case may be.
- 6.11 The Developer shall, at its own cost and expense, register the project i.e. construction and development of the said Property as stipulated hereunder, under Real Estate Regulation Act, 2016 ("RERA") and will comply with all the terms and conditions and rules and regulations as required to be complied with under the RERA for this project. The Owner shall be a co-promoter of the said project in terms of RERA.

7. **Transfer/ Assignment**

- 7.1 Post execution of this Agreement, the Owner shall not assign/transfer its share, right, title or interest or create any third party rights in the said Property or any part thereof, except with prior written consent of the Developer and not otherwise.
- 7.2 In accordance with the provisions of RERA, the Owner hereby expressly permits and consents to allow the Developer to transfer or assign the benefits of this Agreement to any of its subsidiary, affiliates, group entities, etc. or any third party on such terms and conditions as it may deem fit and proper, without any prior consent/ permission from the Owner and such consent for the transfer/assignment of this Agreement by the Developer as provided herein, shall be binding upon the prospective purchaser/s of the Owners' Share in the said Property. Provided However, such proposed transferee/ assignee shall at all times be liable and responsible for due performance and observance of the terms and conditions contained herein.





8. **Force Majeure**

8.1 Neither Party shall be liable to the other for its failure to perform or fulfil any of its obligations to the extent that its performance is delayed or prevented, in whole or in part, due to any event, series of events, crisis, or state of affairs including acts of God or such other events beyond the reasonable control of the either Party:-

- a) any action of the Government, orders, terrorist activities, cyber attacks, lightening, earthquake, tempest, cyclone, flood, storm, hurricane, tornado, volcanic eruption or fire or other casualty or accident or landslide, natural calamity not expressly referred to therein; or
- b) war, act of terrorism, insurrection, rebellion, riots or other civil unrest/ violence, bandh or boycotts, or other violence etc.; or
- c) epidemics, pandemics, quarantine restrictions or other public health restrictions or advisories accompanied by a Government order/ notification mandating such restrictions; or
- d) strikes, lockouts or other labour interruptions; or
- e) disruption to local, national or international transport service, trade embargoes directly interrupting the performance of this Agreement

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

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





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

9. **Termination:**

9.1 Save and except for a Force Majeure Event as stated hereinabove, neither Party shall be entitled to voluntarily terminate this Agreement, except for the reasons and account of, as provided herein.

9.2 In the event of any breach /default of the terms and conditions of this Agreement by either Party, in that case, the non-defaulting Party shall give a written notice of 30 (thirty) days to the defaulting Party, referring to the default/ breach committed of the terms and conditions hereof and to cure/ rectify the same within the said notice period, failing which this Agreement shall deemed to be terminated on the expiry of 30 (thirty) days' notice period, without any further notice or intimation to the defaulting Party and the consequences of termination shall follow.

By the Owner

9.3 Subject to Clause 8 and Clause 9.2 hereinabove, the Owner shall not be entitled to terminate this Agreement, save and except for the reasons and on account of:

- a) failure on the part of the Developer to rectify/ cure the breach committed and failure to fulfil its obligations under this Agreement;
- b) in the event of any bankruptcy or insolvency proceedings have been adjudicated and accepted by the Court of Law or concerned authorities against the Developer;
- c) any proceedings for winding up has been filed resulting into appointment of any Court Receiver or official liquidator/ insolvency resolution professional for the assets and business of the Developer;
- d) any act, deed, thing, etc. committed by the Developer which is contrary to the applicable provisions of law and the purposes of this Agreement cannot be achieved as agreed herein.

9.4 In the event of termination of this Agreement, for reasons attributable to the Developer as stated hereinabove, the Developer shall forthwith remove all its employees, contractors, representatives, contractors, personnel, equipment, machinery, etc. from the said Property and/or any part thereof and the Developer shall be entitled to handover copy of all permissions, licenses, building plans, drawings, designs, etc. to the Owner in respect of the said Property.





- 9.5 Upon termination of this Agreement by the Owner as provided herein, the Owner shall be entitled to deal with, sell, transfer and assign the said Property to any person or third party in such manner as the Owner may deem fit.
- 9.6 Further, upon termination of this Agreement, if the Owner has agreed to or sold the Owners Share, in that case, the Owner shall be solely liable and responsible for the fulfillment of the obligations as may be agreed and recorded between the Owner and the prospective purchaser, in the agreement for sale, deed of sale and/or any such writings, etc. as may be executed between the Parties thereto.
- 9.7 Upon termination of this Agreement, the specific power of attorney, if any, is executed by the Owner to and in favor of the Developer and/or its representatives for the purposes of development of the said Property as stated hereinabove, shall deemed to be revoked and stand terminated with immediate effect, without any notice or intimation of such termination.

By the Developer

- 9.8 Subject to Clause 8 and Clause 9.2 hereinabove, without prejudice to the other rights under this Agreement, the Developer shall not be entitled to terminate this Agreement, save and except for the reasons and on account of:
- failure on the part of the Owner to rectify/ cure the breach committed and failure to fulfil its obligations under this Agreement;
  - incase, if any defect is found in the title of the Owner, resulting into prevention /obstruction of the development of the said Property and ultimately, the final transfer/ conveyance/ assignment of the share right title and interest of the Owner in the said Property to the owners/ purchasers of the residential premises/ villa of the Owners Share and the Developers Share, as the case may be;
  - in the event of any bankruptcy or insolvency proceedings have been adjudicated and accepted by the Court of Law or concerned authorities against the Owner;
  - any proceedings for winding up has been filed resulting into appointment of any Court Receiver or official liquidator/ insolvency resolution professional for the assets and business of the Owner;
  - any act, deed, thing, etc. committed by the Owner which is contrary to the applicable provisions of law and the purposes of this Agreement cannot be achieved as agreed herein.





e) the Developer is prevented from undertaking the development of the said Property in accordance with the terms hereof by any persons and/or concerned authorities for any reasons directly or indirectly attributable to the Owner;

9.9 In the event of termination of this Agreement, for reasons attributable to the Owner as stated hereinabove, the Developer shall forthwith stop the development and construction work on the said Property and remove all its employees, contractors, representatives, contractors, personnel, equipment, machinery, etc. from the said Property and/or any part thereof.

9.10 Upon termination of this Agreement, all the permissions, licenses, building plans, drawings, designs, etc. in respect of the development of the said Property shall solely belong to the Developer, provided however, for the purposes of completion of the development and construction of the said Property, the Developer shall provide a copy of the same to the Owner for its records.

9.11 Further, upon termination of this Agreement, if the Developer has agreed to or sold any of the residential premises/ villas to any prospective purchaser or person from the Developer Share, in that case, the Owner shall be solely liable and responsible for the fulfillment of the obligations as may be agreed and recorded between the Developer and the prospective purchaser or person, in the agreement for sale, deed of sale and/or any such writings, etc. as may be executed between the parties thereto.

9.12 Upon termination of this Agreement, the Owner shall be entitled to deal with, sell, transfer and assign the said Property to any person or third party in such manner as the Owner may deem fit and not otherwise.

## 10. Finance/ Loans

10.1 On execution of this Agreement, the Owner has granted its consent and no objection to the Developer to avail loan and financial assistance from any person, bank, financial institution by creating a charge or security on the Developers Share and the Developer will be solely liable and responsible for the repayment of the same, without prejudicially affecting the share right title and interest of the Owner in respect of the said Property.





10.2 The prospective purchasers of the residential premises/ villas in the said Property, falling under the Owners Share /Developers Share, shall be entitled to raise a loan/ financial assistance from any person, bank, financial institution by creating a charge or security on the proportionate area of their respective residential premises/ villas, and will be solely liable and responsible for the repayment of the same, without prejudicially affecting the share right title and interest of the Owner in respect of the said Property and the development rights of the Developer as contemplated herein including the Developers Share.

11. **Communications/ Notices**

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

In case of the Owner:

To the Attention of: Legal Head

Address: First Floor, Impression House, 42A, G. D. Ambekar Marg,  
Wadala (W), Mumbai 400031, Maharashtra.

Email:

In case of the Developer:

To the Attention of: Legal Head

Address: First Floor, Impression House, 42A, G. D. Ambekar Marg,  
Wadala (W), Mumbai 400031, Maharashtra.

Email:

Any change in the above address shall be notified by the concerned Party to the other Party, in writing. Until and unless the communication of such change in address is received by the other Party the above address shall be deemed to the valid and existing address of the Parties.

12. **Dispute Resolution**

In the event of any dispute, difference, claim or controversy arising out of or in connection with the interpretation or implementation of this Agreement, the Parties shall make an attempt to mutually resolve the dispute without intervention of any third party within a period of 30 (thirty) days from the date of occurrence of such dispute. However, if the Parties fail to resolve the dispute or difference within a period of 30 (thirty) days as stated herein, the dispute or difference arising between the Parties with respect to this Agreement or any matter in connection





therewith or relating thereto shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force. The dispute shall be referred to arbitration at the written request of either Party, to the sole arbitrator, to be mutually appointed by the Parties within 15 (fifteen) days from the date of expiry of the 30 (thirty) days' notice period, and the venue of arbitration shall be Mumbai and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding on the Parties. The fees for arbitration shall be borne and paid by the Parties equally.

13. **Indemnity**

13.1 Each Party mutually agrees to indemnify, defend and hold harmless the other Party (including such other Party's directors, employees, representatives and agents) from any claims, liabilities, damages, losses and judgments, including costs and expenses incidental thereto, directly incurred by either Party as a result of breach or non-performance, or misrepresentation or declarations as herein stated or made or negligence under this Agreement by either of the Parties.

13.2 Neither Party shall be liable to the other Party for any consequential, indirect, incidental, special, exemplary or punitive damages (including, but not limited to, indirect loss of profit or future loss of profit, reputation or goodwill and damages of third parties) or expenses in connection with the performance or failure to perform any provisions of this Agreement except those arising from: -

- a) fraudulent misrepresentation or misstatement; or
- b) death or personal injury caused by negligence; or
- c) the specific terms of any indemnity in this Agreement.

13.3 This Clause shall continue without limit of time, and shall survive the termination of this Agreement.

14. **Compliance of Applicable Laws**

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

15. **Miscellaneous**

15.1 The Parties hereto agree, declare and confirm that this Agreement does not constitute any joint venture or partnership between the Parties hereto. It is hereby agreed and declared that the Parties hereto have undertaken the obligations and have the rights specified herein on their own account as independent Parties and on a principle-to-principle basis and





not on behalf of or on account of or as agent of any of them or of anyone else.

15.2 If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement, shall not, so far as possible, be affected by the severance.

15.3 Any alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by both the Parties.

15.4 No failure or delay by a Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

15.5 The stamp duty, registration fees and all other incidental expenses relating to the registration of this Agreement shall be borne and paid by the Developer. The Parties shall endeavor to attend the offices of the concerned Sub-Registrar of Assurances for the registration of this Agreement in accordance with the provisions of The Registration Act, 1908.

15.6 The original registered Agreement shall be kept by the Developer and a certified true copy thereof will be provided by the Developer to the Owner.

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

For the purpose of stamp duty this Agreement it is valued at **Rs.3,37,80,000/- (Rupees Three Crore Thirty Seven Lakhs and Eighty Thousand Only)** i.e 1126 sq.mts (18.25% of the total of the total constructed area) i.e owners Share @ Rs. 30,000/- per sq.





**SCHEDULE I REFERRED TO HEREINABOVE:**

**("the said Property")**

All that plot of land admeasuring about 15,455 sq. mts. forming a part of the property known as "Coirat", also known as "Khairat" aggregately admeasuring about 56,466 sq.mts., bearing Survey No. 172/1-N of Village Camurlim, which is found described in the Land Registration Office of Bardez under no. 1575 at page 3 of Book B-5 new, within the jurisdiction of the Village Panchayat of Camurlim, Taluka Bardez, District of North Goa, State of Goa.

The said Property is bounded as under:

On the East: By remaining part of the property bearing Survey No.172/1-N;

On the West: By remaining part of the property bearing Survey No. 172/1-N;

On the North: By the existing Public Road;

On the South: By property bearing Survey No. 172/1-N and existing traditional pathway.

**SCHEDULE II REFERRED TO HEREINABOVE:**

**("Owners Share")**

All that 18.25% (eighteen point two five per cent) of the total constructed area on the said Property (more particularly described in the Schedule I hereinabove) i.e. about 12,116 square feet built up area, equivalent to about 1,126 square meters built up area, out of total constructed area admeasuring 66,387 square feet built up area, equivalent to about 6,170 square meters built up area, which will be developed and constructed by the Developer, at cost and expense of the Developer.

**SCHEDULE III REFERRED TO HEREINABOVE:**

**("Developers Share")**

All that 81.75% (eighty one point seven five per cent) of the total constructed area on the said Property (more particularly described in the Schedule I hereinabove) i.e. about 54,271 square feet built up area, equivalent to about 5,043 square meters built up area, out of total constructed area admeasuring 66,387 square feet built up area, equivalent to about 6,170 square meters built up area which will be





developed and constructed by the Developer, at its own cost and expense.

**SCHEDULE IV REFERRED TO HEREINABOVE:**  
**(“Common Areas and Facilities”)**

1. Staff Quarters;
2. Service Area;
3. Guard Block;
4. Recreation Ground/ Open Space

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

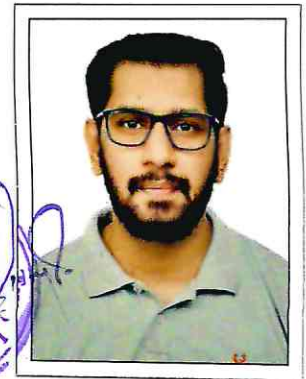
The owners/ occupants of the residential premises to be constructed on the adjoining plots shall be entitled to a non-exclusive and collective use and enjoyment of the Recreation Ground/Open Space only.

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

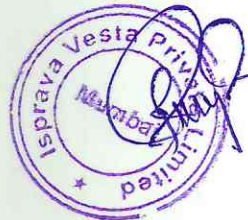




Signed and Delivered )  
by the withinnamed "the Owner" )  
**ISPRAVA LUXURY REALTY TWO LLP** )  
Represented by its Partner )  
**MR. ADITYA R. NAIK** )



LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				





Signed and Delivered )  
by the withinnamed "the Developer" )  
**ISPRAVA VESTA PRIVATE LIMITED** )  
Represented by its authorized Signatory )  
**MR. ADITYA R. NAIK** )



LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				



In the presence of witnesses:

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

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



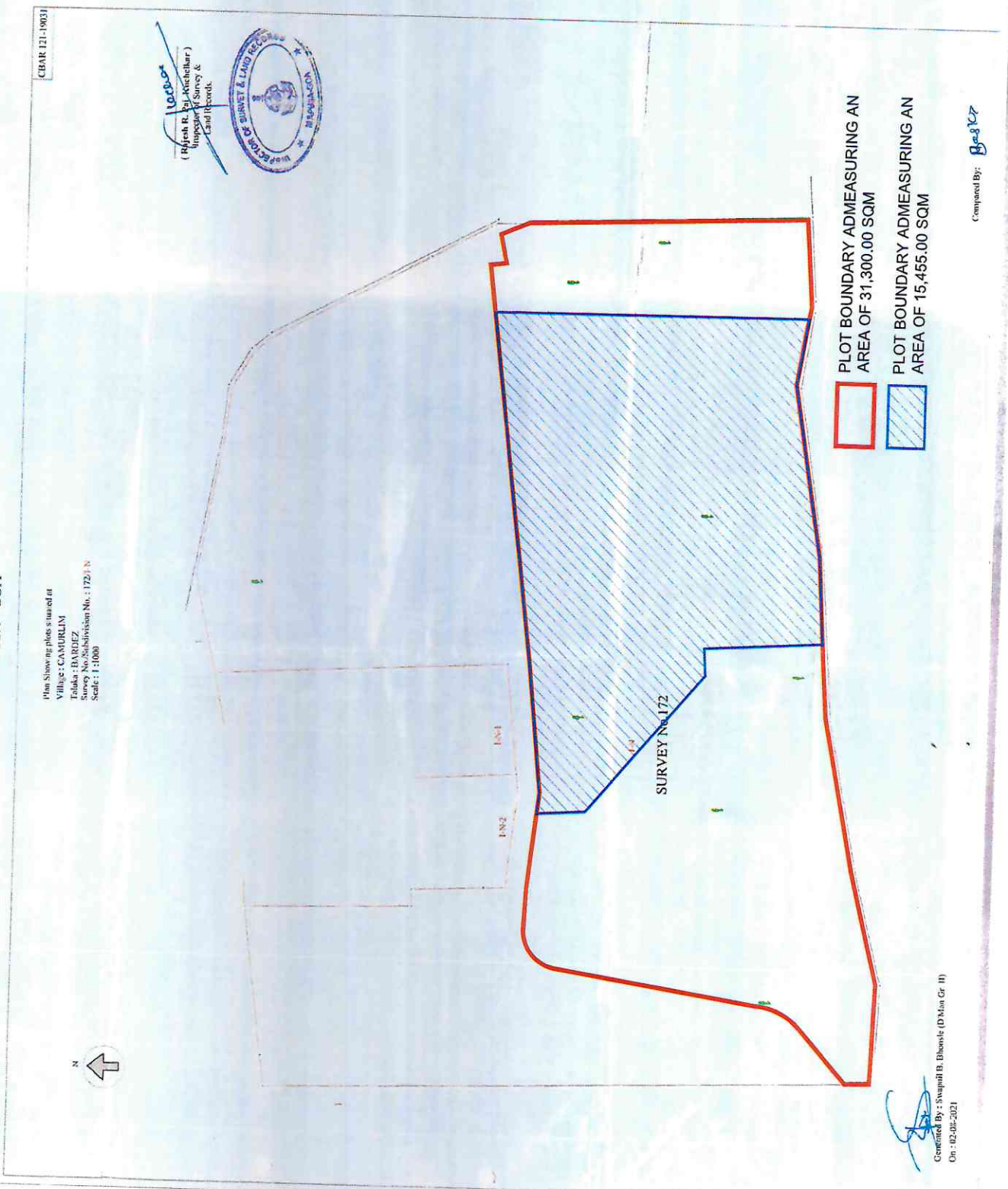
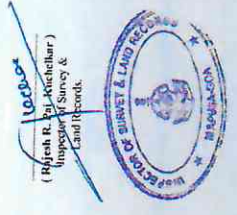
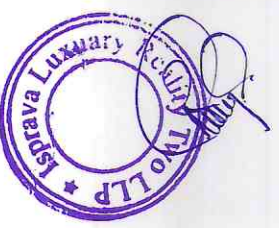




GOVERNMENT OF GOA  
 Directorate of Settlement and Land Records  
 Office of Inspector of Survey and Land Records  
 MAPUSA - GOA

Plan showing plots situated at  
 Village: CAMURLIM  
 Taluka: DAPDUTZ  
 Survey No. Subdivision No.: 172, N  
 Scale: 1:1000

CIRAR 121-19031



PLOT BOUNDARY ADMEASURING AN AREA OF 31,300.00 SQM  
 PLOT BOUNDARY ADMEASURING AN AREA OF 15,455.00 SQM

Generated By: Swapnil B. Bhoole (D.Mun Cr. II)  
 On: 02-08-2021

Compared By:





## Government of Goa

### Document Registration Summary 2

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

Print Date & Time : - 30-Jan-2023 11:54:04 am

Document Serial Number :- 2023-BRZ-493

Presented at 11:49:21 am on 30-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	979700
2	Registration Fee	1013400
3	Tatkal appointment fee	10000
4	Processing Fee	2080
<b>Total</b>		<b>2005180</b>

Stamp Duty Required :979700/-

Stamp Duty Paid : 979700/-

#### Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
	<b>Aditya R Naik Authorized Representative For ISPRAVA VESTA PRIVATE LIMITED ,Father Name:Ranjan Naik, Age: 33,</b> <b>Marital Status: , Gender:Male, Occupation: Service, Address1</b> <b>- House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002,</b> <b>Address2 - ,</b> <b>PAN No.:</b>			

#### Executer







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<b>Aditya R Naik Partner Of ISPRAVA LUXURY REALTY TWO LLP , Father Name:Ranjan Naik, Age: 33,</b> <b>Marital Status: , Gender:Male, Occupation: Service, House</b> <b>No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002,</b> <b>PAN No.:</b>			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Aditya R Naik Authorized Representative For ISPRAVA VESTA PRIVATE LIMITED , Father Name:Ranjan Naik, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, PAN No.: [REDACTED]			

**Witness:**

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: SHESHAN PRAKASH RAWOOL, Age: 30, DOB: 1992-04-02 , Mobile: [REDACTED] , Email: [REDACTED] , Occupation: Advocate , Marital status : Unmarried , Address: 403507, Moira, Bardez, NorthGoa, Goa			
2	Name: VASUDEV RAUJI CHOPDEKAR, Age: 25, DOB: [REDACTED] , Mobile: [REDACTED] , Email: [REDACTED] , Occupation: Service , Marital status : Unmarried , Address: 403512, Agarvado, Pernem, NorthGoa, Goa			



Sub Registrar

SUB-REGISTRAR  
BARDEZ

Document Serial Number :- 2023-BRZ-493





Book :- 1 Document

Registration Number :- **BRZ-1-446-2023**

Date : 30-Jan-2023

*Parab*  
SUB-REGISTRAR  
BARDEZ

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

Scanned by Lakshada Parab (Deo)

*Parab*





For CITIZEN NEIGHBOURHOOD  
CO-OP LTD. LTD.



₹ 2000000/-  
20/02/2022

For CITIZEN NEIGHBOURHOOD  
CO-OP LTD. LTD.

*[Signature]*  
Authorised Signatory



2022-BR2-3629  
29/05/2022

DEED OF SALE

For FASTGROWTH ESTATES PRIVATE LIMITED

*[Signature]*

(Vendor)





Phone No  
Sold to Issued To  
Ishvara Luxury Realt  
For whom ID Proof  
Pan AAHF11844B



₹ 200000/-  
38182371688368818327  
3818237 38/02/01/2021 P01

For CITIZEN CREDIT  
CO-OP. BANK LTD.

*[Signature]*  
Authorized Signatory



DEED OF SALE

For FASTGROWTH ESTATES PRIVATE LIMITED

*[Signature]*

(Director)





Phone No. \_\_\_\_\_  
Sold to/Issued to:  
Ishaya Laxmi Mehta  
For her ID Proof  
Pan: AANFI1844B



₹ 2000000/-

IN WORDS: TWO LAKHS ONLY

3815217186636866402100500928  
3816237 36/02/01/2021 001

For CITIZEN CREDIT  
CO-OP BANK LTD.

  
Authorized Signatory



### DEED OF SALE

For FASTGROWTH ESTATES PRIVATE LIMITED



(Director)





Phone No  
Sold To/Issued To  
Isprava Luxury Realt  
For Khom ID Proof  
Pan-AAHF11844B



₹ 0259300/-  
JH162371688368676923-00007829  
JH16237 38/02/01/2021 R01

For **CITIZENCREDIT<sup>TM</sup>**  
**CO-OP. BANK LTD**  
  
Authorized Signatory

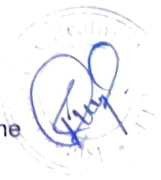


For **FASTGROWTH ESTATES PRIVATE LIMITED**

  
(Director)

**DEED OF SALE**

THIS DEED OF SALE is executed at Mapusa, Goa, on this 03<sup>rd</sup> day of August of the year 2022.



For **FASTGROWTH ESTATES PRIVATE LIMITED**  
  
(Director)





BETWEEN

**FASTGROWTH ESTATES PRIVATE LIMITED**, formerly known as Ayaan Properties Pvt. Ltd. and prior thereto known as Muskan Properties Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956, having CIN No. \_\_\_\_\_ PAN Card bearing no \_\_\_\_\_ and registered office at P.O. Jagatjit Nagar, Distt. Kapurthala, Kapurthala-144802, Punjab, India, represented herein through its Director **MR. NEELAM KUMAR TYAGI**, son of Mr. Bava Duttamal Tyagi, aged 63 years, Service, Indian National, holding PAN Card bearing no \_\_\_\_\_ resident of G-414, Chandani Estate, Alpha-2, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh-201301, duly authorised vide Board Resolution dated 20<sup>th</sup> July 2022, hereafter referred to as the "**VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**.



AND

**ISPRAVA LUXURY REALTY TWO LLP**, a Limited Liability Partnership, bearing LLP Identification No. AAN-1289, PAN Card bearing no. \_\_\_\_\_ Email \_\_\_\_\_ and having its registered office at First Floor, 42A, Impression House, G. D. Ambekar Marg, Wadala, Mumbai-400031, represented herein by its Designated Partner **MR. ADITYA NAIK**, son of Mr. Ranjan Naik, aged about 31 years, Married, Service, Indian National, holding PAN Card bearing \_\_\_\_\_ resident of House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, duly authorised vide LLP Resolution dated 11<sup>th</sup> July 2022, hereafter referred to as the "**PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being, the last surviving partner and its

FASTGROWTH ESTATES PRIVATE LIMITED

*NY*

(Director)

*ADITYA NAIK*



permitted assigns, heirs, administrators, executors, nominees and successors-in-interest) of the **SECOND PART**.

The **VENDOR** and the **PURCHASER** are, wherever the context so requires, hereinafter individually referred to as "Party" and collectively as "the Parties".

**WHEREAS:**

A. The Vendor has represented to the Purchaser as follows:

(i) One Jose Salustiano Lobo alias Jose Salustiano Cirilo Lobo was the original owner of the property previously described under no.1575 drawn up at folio 3 of Book B-5 new, having purchased the same from one Maria Amelia Fragoso, vide Deed dated 13<sup>th</sup> May 1931 drawn at folio 36 of Book No.261 of Notary Public Carlos Pegado of the Judicial Division of Ilhas of Goa. On 18<sup>th</sup> July 1931, the property previously described under no1575 at folio 3 of Book B-5 new was inscribed infavour of the said Jose Salustiano Lobo alias Jose Salustiano Cirilo Lobo, in the Certificate of Inscription bearing no.23759 drawn up at folio 79 of Book G-30 of the Land Registration Records of Bardez and preserved in the Directorate of Archives and Archaeology, Panjim.

(ii) The said Jose Salustiano Lobo alias Jose Salustiano Cirilo Lobo was married to one Sancia Maria Prelinda Anunciacao Liberata Rebelo. The said Jose Salustiano Lobo alias Jose Salustiano Cirilo Lobo expired, leaving behind his widow and moiety holder (half sharer) the said Sancia Maria Prelinda Anunciacao Liberata Rebelo and as heirs, the following children:

a. Bemvinda Lobo married to Hopolito Vas



For FASTGROWTH ESTATES PRIVATE LIMITED

  
(Director)



- b. Leonildes Lobo (spinster)
- c. Piedade Lobo (bachelor)
- d. Jose Jeremias Basilio Lobo alias Jose Jeremias Lobo married to  
Telma May Lucinda Lobo.

(iii) Pursuant thereto, the said Sancia Maria Prelinda Anunciacao Liberata Rebelo expired and Inventory Proceedings bearing No.5/1961(30/61/B) were initiated in the Court of the Civil Judge Senior Division at Mapusa to partition her estate. The said Inventory Proceedings were initiated by her son Jose Jeremias Basilio Lobo.

(iv) In the Act of Declaration of the Head of the Family dated 20<sup>th</sup> March 1961 filed in the said Inventory Proceedings, it is recorded that the said Sancia Maria Prelinda Anunciacao Liberata Rebelo expired on 26<sup>th</sup> December 1959, without any testament nor gift and was married without precedent anti-nuptial contract and for this purpose in general communion of the assets and in first and only one nuptial with Jose Salustino Lobo, leaving behind the following children:

- a. Bemvinda Lobo married to Hopolito Vas
- b. Leonildes Lobo (spinster)
- c. Piedade Lobo ( bachelor)
- d. Jose Jeremias Basilio Lobo alias Jose Jeremias Lobo married to  
Telma May Lucinda Lobo.

(v) In the Description of Property dated 23<sup>rd</sup> July 1963 filed in the said Inventory Proceedings, the property was listed at Clause No.54 (Hereinafter referred to as the "Said Entire Property")

For FASTGROWTH ESTATES PRIVATE LIMITED



(Over)





(vi) In the Map of Partition of the estate dated 28<sup>th</sup> September 1964 filed in the said Inventory Proceedings, it is recorded that the said Jose Salustiano Lobo alias Jose Salustiano Cirilo Lobo had executed a Testament, by virtue of the same, he bequeathed his disposable quota to Piedade Lobo and Leonildes Lobo. Although, the said Inventory proceedings were initiated only to partition the estate of the said Sancia Maria Prelinda Anunciacao Liberata Rebelo, the disposable as well as the un-disposable quota of the said Jose Salustiano Lobo alias Jose Salustiano Cirilo Lobo in the Said Entire Property was also mentioned in the said Inventory Proceedings bearing No.5/1961(30/61/B) and taken into consideration in the said Map of Partition.

(vii) Vide Order dated 20<sup>th</sup> November 1964 passed in the said Inventory Proceedings, the ½ share in the Said Entire Property came to be allotted to the said Leonildes Lobo and the remaining ½ share came to be allotted to Piedade Lobo.

(viii) Subsequently, the said Leonildes Lobo and Piedade Lobo mutually divided the Said Entire Property amongst themselves, in terms whereof, the northern portion came to be allotted to the said Piedade Lobo and the southern portion came to be allotted to the said Leonildes Lobo.

(ix) The property known as "COIRAT" was surveyed in the survey records, partly under survey no.172/1, 180 and 181 of Village Camurlim and partly under survey no.31/1 of Village Oxel. The northern portion of the property known as "COIRAT", comprised of survey no.172/1(part) and the southern portion of the property known as "COIRAT",



For FASTGROWTH ESTATES PRIVATE LIMITED

*M. J. J.*

(Director)



comprised of survey no.172/1(part), 180 and 181 of Village Camurlim and partly under survey no.31/1 of Village Oxel.

- (x) As per an Affidavit dated 02<sup>nd</sup> September 1999 sworn by the said Jose Jeremias Lobo (i.e. brother of Leonildes Lobo and Piedade Lobo) before Notary S.J.Sardesai and registered under no.9/1999, the said Leonildes Lobo during her lifetime had sold the southern part of the property bearing survey no.172/1, to one Rupali R. Vaigankar and the said Piedade Lobo and his family were in possession of the northern portion of the property bearing survey no.172/1, admeasuring 65000 sq. mts. approximately.
- (xi) The property known as "COIRAT" OR "KHAIRAT", admeasuring 65000 sq. mts., surveyed under survey no.172/1 of Village Camurlim, forming a part of the entire property described in the Land Registration Office under no.1575 at folio no 3 of Book B-5 new, within the jurisdiction of Village Panchayat of Camurlim, Taluka Bardez, District of North Goa, State of Goa, shall hereinafter be referred to as the **"Said Larger Property"**.
- (xii) In the Index of Land with respect to survey no.172/1 of Village Camurlim, Goa, issued by the Office of the Talathi of Camurlim, Bardez Taluka, Goa, the names of Piedade Jose Saverina Santiago Lobo and Leonildes Lobo were recorded in the occupants column under mutation entry nos.302 and 492 respectively. In the other rights column, under mutation entry no.863 it is recorded that there is a house belonging to one Yeshwant Rama Kesarkar and a house belonging to one Harischandra Bablo Morajkar existing on the property



For FASTGROWTH ESTATES PRIVATE LIMITED

(Circle)





- (xiii) In the Manual Form I and XIV, with respect to survey no.172/1 of Village Camurlim, issued by the Office of the Talathi of Camurlim, Bardez Taluka, Goa, the names of Piedade Jose Saverina Santiago Lobo and Leonildes Lobo were recorded in the occupants column under mutation entry no.302 and 492 respectively. In the other rights column, under mutation entry no.863, it is recorded that there is a house belonging to one Yeshwant Rama Kesarkar and a house belonging to one Harischandra Bablo Morajkar existing on the property.
- (xiv) As per the Form 9 with respect to mutation entry no.302, with reference to survey no.172/1 of Village Camurlim, issued by the Talathi of Camurlim, the said Piedade Jose Saverina Santiago Lobo was the occupant, since before survey, i.e. prior to 1971.
- (xv) As per the Form 9 with respect to mutation entry no.492, with reference to survey no.172/1 of Village Camurlim, issued by the Talathi of Camurlim, the said Leonildes Lobo was the occupant, since before survey, i.e. prior to 1971.
- (xvi) As per the Form 9 with respect to mutation entry no.863, with reference to survey no.172/1 of Village Camurlim, issued by the Talathi of Camurlim, there was a house belonging to one Yeshwant Rama Kesarkar and a house belonging to one Harischandra Bablo Morajkar existing on the property.
- (xvii) The said Yeshwant Rama Kesarkar and Harishchandra Krishna Morajkar filed an application under section 103 of LRC 1968 requesting to record their names in occupants column of the Form I

For FASTGROWTH ESTATES PRIVATE LIMITED

  
(Director)



and XIV of the property bearing survey no.172/1(Part) of Village Camurlim. On the date of enquiry, the applicants produced a Deed of Sale dated 03<sup>rd</sup> March 1970 in support of their contention. The applicants also produced a Deed of partition, by virtue of which an area totally admeasuring 1500 sq.mts. was equally partition amongst themselves. Vide Judgement dated 16<sup>th</sup> October 1997 passed in case no.18/303/94-LRC/MISC/4421 by the Court of the Deputy Collector and Sub Divisional Officer Mapusa, the Mamlatdar of Bardez and the Talathi of Carmulim were directed to include the names of Yeshwant Rama Kesarkar and Harishchandra Krishna Morajkar as co-occupants in the Form I and XIV of the property bearing survey no.172/1(Part) of Village Camurlim. Pursuant to mutation entry nos.1203 and 35217 respectively, the names Yeshwant Rama Kesarkar and Harishchandra Krishna Morajkar were deleted from the other rights column and recorded in the occupant's column of the Form I and XIV, under survey no.172/1-H and 172/1-I of Village Camurlim.



- (xviii) In the Deed of Succession dated 06<sup>th</sup> January 2009 recorded at pages 43 to 51 of the Notarial Book of Deeds bearing no.20 on 09<sup>th</sup> January 2009, it is recorded that the said Jose Piedade Xavier Santiago Lobo alias Piedade Jose Xavier Santiago Lobo alias Piedade Jose Xavier Santiago Lobo alias Piedade Lobo was married to one Anna Luizita Luis e Lobo. It is further recorded therein that the said Jose Piedade Xavier Santiago Lobo alias Piedade Jose Xavier Santiago Lobo alias Piedade Jose Xavier Santiago Lobo alias Piedade Lobo expired on 16<sup>th</sup> January 2004 and the said Anna Luizita Luis e Lobo expired on 14<sup>th</sup> February 2001, without executing any Will of any other disposition

For FASTGROWTH ESTATES PRIVATE LIMITED

(Director)





of their last wish and leaving behind as their sole and universal heirs,  
the following children:

- a. Jose Salustiano Rosario Lobo alias Salustiano Lobo married to Clara Cecilia de Guia Gonsalves;
- b. Maria Ana Graciana Lidia Lobo married to Jose Noronha;
- c. Maria Sancia Serafina Lobo married to Dirk Siegfred Manfred Eilert.

(xix) Vide Public Will dated 12<sup>th</sup> June 2002 recorded at pages 40 to 41v of the Book of Wills bearing no.229 in the office of the Sub Registrar of Bardez, the said Jose Piedade Xavier Santiago Lobo alias Piedade Jose Xavier Santiago Lobo alias Piedade Jose Xavier Santiago Lobo alias Piedade Lobo bequeathed the Said Larger Property to his son Jose Salustiano Rosario Lobo alias Salustiano Lobo and his wife Clara Cecilia de Guia Gonsalves.

(xx) Pursuant to mutation entry bearing no.15920, the names of Jose Salustiano Rosario Lobo and his wife Clara Cecilia De Duia Gonsalves were recorded in the occupant's column of the Form I and XIV, with respect to the property bearing survey no.172/1 of Village Camurlim, Goa.

(xxi) As per the Form 9 with respect to mutation entry no. 15920, with respect to the property bearing survey no.172/1 of Village Camurlim, Goa, issued by the Talathi of Camurlim, the said Jose Salustiano Rosario Lobo and his wife Clara Cecilia De Duia Gonsalves came to be the owners of the property by virtue of the aforementioned Public Will dated 12<sup>th</sup> June 2002 recorded at pages 40 to 41v of the Book of Wills bearing no.229 in the office of the Sub Registrar of Bardez.

For FASTGROWTH ESTATES PRIVATE LIMITED

  
(Director)



(xxii) Vide Power of Attorney dated 22<sup>nd</sup> March 2003 executed before Notary N.S.Shinde and registered under no.346/2003 on 22<sup>nd</sup> March 2003, the said Maria Sancia Serafina Lobo and her husband Dirk Eilert appointed Jose Salustiano Rosario Lobo as their Attorney, which included powers to sell the Said Larger Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.

(xxiii) Vide Power of Attorney dated 21<sup>st</sup> July 2003 executed before Notary Tulsidas Naik and registered under no.477/2003 on 21<sup>st</sup> July 2003, the said Joseph Francisco Noronha and his wife Maria Ana Graciana Lidia Lobo appointed Jose Salustiano Rosario Lobo as their Attorney, which included powers to sell the Said Larger Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.

(xxiv) Vide Deed of Sale dated 11<sup>th</sup> October 2007, executed by 1.Jose Salustiano Rosario Lobo 2.Clara Cecilia de Guia Gonsalves E Lobo, 3. Maria Ana Graciana Lidia Lobo E Noronha, 4. Joseph Francisco Noronha, 5. Maria Sancia Serafina Lobo E Eilert and 6. Dirk Eilert as the "Vendors" and Muskan Properties Pvt. Ltd., represented by its Director Roshni Jaiswal as the "Purchaser", and Munish Anand as the "Confirming Party", the Vendors sold the Said Larger Property to the Purchaser therein i.e. Muskan Properties Pvt. Ltd. The said Deed of Sale dated 11<sup>th</sup> October 2007 was registered with the office of the Sub-Registrar of Bardez under no.5026 at pages 1 to 32 of Book No.1 of Volume No 2311 dated 15<sup>th</sup> October 2007.



For FASTGROWTH ESTATES PRIVATE LIMITED


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Munish Anand





(xxv) In the said Deed of Sale dated 11<sup>th</sup> October 2007, it is recorded that the aforesaid Vendors had entered into a Memorandum of Understanding dated 24<sup>th</sup> April 2007 with the Confirming Party, whereby they had agreed to sell the Said Larger Property to the Confirming Party.

(xxvi) In the said Deed of Sale dated 11<sup>th</sup> October 2007, it is further recorded that vide another Memorandum of Understanding dated 18<sup>th</sup> May 2007, the Confirming Party agreed inter alia to assign to the Purchaser all his rights and interest which was acquired by him under the aforesaid Memorandum of Understanding dated 24<sup>th</sup> April 2007, with respect to the Said Larger Property.



(xxvii) Thereafter, the said Muskan Properties Pvt. Ltd. moved an application before the Deputy Collector to partition the area admeasuring 65000 sq.mts. i.e. Said Larger Property. Vide Order dated 09<sup>th</sup> March 2009 passed in Case No.15/48/2008/Part/Land by the Deputy Collector & SDO at Mapusa, a new sub-division no.172/1-N was allotted for an area admeasuring 65000 sq.mts. of Village Camurlim.

(xxviii) Pursuant to mutation entry bearing no.43697, the name Ayaan Properties Private Limited was recorded in the occupant's column of the Form I and XIV, with respect to the property bearing survey no.172/1-N of Village Camurlim, Goa. There are no other names recorded in the occupant's column or other rights column in the Form I and XIV, with respect to the property bearing survey no.172/1-N of Village Camurlim.

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(Director)



(xxix) Pursuant thereto, Vide Deed of Sale dated 23<sup>rd</sup> September 2009, duly registered with the office of the Sub-Registrar of Bardez under no.1784 at pages 218 to 237, Book no.I, Volume no.2852 on 29<sup>th</sup> September 2009, Muskan Properties Pvt. Ltd. sold to Mr. Vikram Goyal, an area admeasuring 4138 sq mts forming a part of the property bearing survey no.172/1-N, aggregately admeasuring 65000 sq. mts.

(xxx) Vide Deed of Sale dated 24<sup>th</sup> September 2009, duly registered with the office of the Sub-Registrar of Bardez under no.1783 at pages 198 to 217, Book no.I, Volume no.2852 on 29<sup>th</sup> September 2009, Muskan Properties Pvt. Ltd. sold to Ms. Ujwala Khanna, an area admeasuring 4296 sq mts forming a part of the property bearing survey no.172/1-N, aggregately admeasuring 65000 sq. mts.

(xxxi) The balance area admeasuring 56466 sq mts, bearing survey no.172/1-N, shall hereinafter referred to as the "**Said Property**" and is more particularly described in the **Schedule I** hereunder written to this Agreement.

(xxxii) As per the "Fresh Certificate of Incorporation Consequent Upon Change of Name" dated 16<sup>th</sup> May 2008 issued by the Ministry of Corporate Affairs, the name of the Company M/s Muskan Properties Pvt. Ltd. was changed to Ayaan Properties Private Limited.

(xxxiii) As per the "Fresh Certificate of Incorporation Consequent Upon Change of Name" dated 19<sup>th</sup> February 2020 issued by the Ministry of Corporate Affairs, the name of the Company Ayaan Properties Private Limited was changed to Fastgrowth Estates Private Limited.

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(Director)





(xxxiv) As per the Zoning Information bearing reference nc dated 10<sup>th</sup> August 2021 issued by the office of the Senior Town Planner, the property bearing survey no.172/1-N, admeasuring 56466 sq. mts., falls Partly under Settlement (V-2) with FAR 60 (towards northern side an area admeasuring 10,665 sq.mts. and towards southern side an area admeasuring 27000 sq.mts.), Partly Natural cover overlapping with No Development Slopes and Proposed 10 meter wide road passing through the property, as per the Regional Plan for Goa 2021.

(xxxv) Since, the Deed of Sale dated 11<sup>th</sup> October 2007, by virtue of which the said M/s Muskan Properties Pvt. Ltd. had purchased the Said Property was lost on 20<sup>th</sup> September 2021, a Missing Article Report bearing no.754708/2021 dated 27<sup>th</sup> September 2021 was lodged with the Crime Branch, Delhi, with reference to the same.

(xxxvi) As per the Nil Encumbrance Certificate dated 18<sup>th</sup> October 2021 issued by the Office of the Sub-Registrar of Bardez at Mapusa, no encumbrances are affecting the Said Larger Property i.e. survey no.172/1-N, admeasuring 65000 sq. mts., for the period 11<sup>th</sup> October 2007 till 14<sup>th</sup> October 2021.

(xxxvii) As per the Nil Encumbrance Certificate dated 30<sup>th</sup> May 2022, issued by the Office of the Sub-Registrar of Bardez at Mapusa, there were no encumbrances, affecting the Said Property for the period 01<sup>st</sup> January 2007 to 27<sup>th</sup> May 2022.

(xxxviii) Vide Sanad bearing reference no.4/392/CNV/AC-III/2021/672 dated 20<sup>th</sup> June 2022 issued by the office of the Deputy Collector, North

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(Director)



Goa, M/s Ayaan Properties Pvt. Ltd were granted permission to use an area admeasuring 24583 sq. meters forming a part of survey no.172/1-N (i.e. the Said Property), for residential purpose with 50 F.A.R

- B. The Vendor herein is now desirous of selling and transferring to the Purchaser herein, all its right, title and interest in respect of all that plot of land admeasuring 15455 sq.mts. (Plot B), which plot forms a part of the property known as "COIRAT" also known as "KHAIRAT", aggregately admeasuring 56466 sq. mts., bearing survey No.172/1-N of Village Camurlim, which is found described in the Land Registration Office of Bardez under no.1575 at page 3 of Book B-5 new, within the jurisdiction of the Village Panchayat of Camurlim, Taluka Bardez, District of North Goa, State of Goa, which plot shall hereinafter be referred to the "**Said Plot**" and is more particularly described in the **Schedule I** hereunder written to this Deed of Sale and is shown in Red colour boundary line on the plan annexed as "**Annexure A**".
- C. Pursuant to issuance of the Public Notice dated 15<sup>th</sup> April 2022 published in the Navhind Times(in English), Herald(in English) and Gomantak(in Marathi), with respect to the **Said Plot**, no claims and/or objections and/or Notice and/or Letters and/or any written correspondence were received.
- D. Pursuant to the negotiations between the Vendor and the Purchaser, and the Purchaser having perused the documents of title as furnished by the Vendor to the Purchaser for the diligence of the Purchaser and relying on the representations, assurances and warranties of the Vendor as stated herein and believing the same to be true and correct, the Purchaser has agreed to purchase and acquire all the right, title and interest of the Vendor in the **Said**

For FASTGROWTH ESTATES PRIVATE LIMITED

  
(Director)







**Plot** free from all or any encumbrances, claims and demands of whatsoever nature for the aggregate consideration of **Rs.13,90,95,000/- (Rupees Thirteen Crores Ninety Lakhs Ninety Five Thousand Only)** and on the terms and conditions hereinafter stated.

E. The Vendor has further represented, assured and warranted to the Purchaser as follows:

1. The title of the Vendor to the **Said Property/Said Plot** is clear, marketable and free from any encumbrances whatsoever;
2. The Vendor is in exclusive use, occupation and possession of the **Said Property/Said Plot** and has not parted with the possession of the **Said Plot** to any other person;
3. The **Said Property/Said Plot** or any part thereof is not reserved for any public use or acquired by any government authority, judicial, quasi-judicial authority or by any local/state/central bodies for any purpose.
4. The tenure of the **Said Property/Said Plot** is freehold;
5. Neither the Vendor nor anyone on its behalf has otherwise entered into any agreement or arrangement whether oral or written for sale or otherwise transferred or dealt with the **Said Property/Said Plot** or any part thereof or created any right or interest in favour of any third party in respect of the **Said Plot**;
6. Neither the execution nor the delivery of this Deed of Sale nor the consummation of the transactions contemplated herein conflict with or result in a breach of any of the terms, conditions and provisions of any documents, agreements, instruments, permissions, approvals, consents, to which the Vendor is a party or by which the Vendor is bound;



For FASTGROWTH ESTATES PRIVATE LIMITED  
  
(Director)



7. There are no prohibitory orders or any attachment orders passed by any judicial, quasi-judicial authority or by any local/state/central bodies, or otherwise any liabilities in respect of the **Said Property/Said Plot** or any part thereof;
8. There are no claims, demands etc., including but not limited to the income tax, wealth tax, sales tax authority or any other taxation proceedings, whether for recovery or otherwise, initiated by any taxation authorities or local authorities pending, with respect the **Said Property/Said Plot** or any part thereof.
9. The Vendor has further assured the Purchaser that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or threatened against or with respect to the **Said Property/Said Plot**;
10. There are no suits, revenue proceedings or any other proceedings or arbitrations under any law for the time being in force filed by and/or against the Vendor herein before any person, court, authority or tribunal including the National Company Law Tribunal and the National Company Law Appellate Tribunal, in which an award, order, decree or injunction has been passed, which may result in the attachment and/or sale of the **Said Property/Said Plot** and/or any part thereof and/or the right, title, share and interest of the Vendor in the **Said Property/Said Plot** nor does the Vendor have any reasonable apprehension of any event or circumstance likely to give rise to or result in such suit, proceeding or arbitration.
11. The Vendor alone is entitled to all the proceeds of sale from the **Said Plot**;



For FASTGROWTH ESTATES PRIVATE LIMITED

*[Handwritten Signature]*  
(Director)





12. There are no claims, actions or judicial proceedings which would affect and/or, obstruct the ownership, use and occupation by the Purchaser of the **Said Plot** sold to Purchaser under this Deed of Sale or would affect the enforceability or performance of this Deed of Sale or the completion of the transaction contemplated herein;
13. The Vendor undertakes that the **Said Property/Said Plot** is unencumbered and free from any mortgage, charge, lien, claims or demand in or over the same or any part thereof either by way of sale, gift, will, exchange, mortgage, trust, lease, tenancy, easement, sub-tenancy, leave and license, lis-pendens, inheritance, hypothecation, loan surety, security lien, lien of any court or person, litigations, stay order, notices, charges, family or religious disputes, acquisition, decree, injunction, Income Tax or Wealth Tax attachments, or any other registered or unregistered encumbrances whatsoever or otherwise and that there are no third parties on the **Said Property/Said Plot** either as trespassers or squatters;
14. No notice from any Government, Village Panchayat, or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition Act, the Town planning Act, the Panchayat Raj Act, the Income Tax Act or any other statute has been received or served through registered post or hand delivery upon the Vendor in respect of the right, title and interest in the **Said Property/Said Plot** or any part thereof which restricts or may restrict the execution of these presents;
15. There is no injunction or any other prohibitory order or any attachment order from any Court, Tribunal, including the National Company Law Tribunal and the National Company Law Appellate Tribunal, Collector, Revenue Authority, Village Panchayat, etc. thereby restraining or



For FASTGROWTH ESTATES PRIVATE LIMITED

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(Director)



disentitling the Vendor from dealing with and/or disposing its right, title, interest and share in the **Said Property/Said Plot** or entering into these presents;

16. Neither the Vendor nor any person/s claiming by, through or under the Vendor has/have created any adverse rights and/or entered into any Agreement for Sale, arrangement for sale or otherwise created any adverse rights in respect of its right, title and interest in the **Said Plot** or any part thereof or otherwise parted with the possession of the **Said Property/Said Plot** or any part thereof in part performance of any agreement or executed any Power of Attorney in favour of any person/s to deal with the **Said Plot** or authorizing sale of its right, title, interest and share in the **Said Plot** or taken any deposit in the form of earnest money deposit or otherwise whereby the Vendor are prevented from entering into these presents with the Purchasers;
17. No loans or financial assistance are availed by the Vendor from any Banks and other financial institutions or any person/individual, against its right, title and interest in the **Said Property/Said Plot** or any part thereof;
18. Till date no possession of the **Said Property/Said Plot** or any part thereof has been taken over by any local authorities or authorities of Central or State Government and no benefits or compensation in lieu thereof has been received/obtained by the Vendor herein;
19. All the taxes, rates, assessments, duties, land revenue, etc., payable by the Vendor to the Village Panchayat, State or Central Government and any other concerned authority/entity in respect of the **Said Property/Said Plot** have been paid till the date of execution of these presents. In the event, any amounts are found to be due on the date of execution of the present Deed, the payment of the same shall be the



For FASTGROWTH ESTATES PRIVATE LIMITED

*N.K.*  
(Director)





sole responsibility of the Vendor, irrespective of when the bill or notice for such payment has been issued or received;

20. The Vendor has all necessary approvals and permissions required under the Applicable Laws (to mean and include all laws, statutes, ordinances, regulations, guidelines, policies and other pronouncements by any State, Governmental Authority having the force of law in India) to enter into this Deed and is otherwise entitled to enter into this Deed and perform all the obligations and do all such acts as may be necessary for the consummation of the transaction contemplated herein and that no further approvals or permissions are required from any authority under the Applicable Laws.
21. The Vendor has in its possession all the original documents of title in respect of the **Said Property/Said Plot** as listed in **ANNEXURE "B"** hereto. Neither the Vendor nor any person/s claiming by, through or under the Vendor has parted with the possession or control of the original title documents to any third party with an intention to create any mortgage or charge or encumbrance or other interest or third party rights of any nature whatsoever in respect of the same.
22. Copies of all documents supplied by the Vendor are true and correct in all respects;
23. All the money, as were due and payable by the Vendor and its predecessors-in-title in respect of the **Said Property/Said Plot**, have been paid upto date and that no amount is due and payable and/or no action/demand has been initiated/raised either against the Vendor or its predecessors in title in respect of the **Said Property/Said Plot** for any reasons whatsoever.
24. There is no restriction for the transfer of the **Said Plot** under The Goa, Daman and Diu Land Revenue Code, 1968 and/or The Transfer of



For FASTGROWTH ESTATES PRIVATE LIMITED

*NYK*  
(Director)



Property Act, 1882, Code of Comunidades, and/or any local, state, central acts currently in force.

25. The **Said Plot** is an open plot of land
26. The **Said Plot** has an access, as shown in the site plan annexed hereto as **Annexure-A**.
27. There is no right of ways, passages and other easement rights that exist on the **Said Plot** hereby transferred, sold and conveyed by the Vendor.
28. There are no boundary disputes with the owners/occupants of the adjoining properties or any other person.

F. The market value of the **Said Plot** hereby sold and transferred is **Rs.13,90,95,000/- (Rupees Thirteen Crores Ninety Lakhs Ninety Five Thousand Only)** and stamp duty of Rs.62,59,300/- (Rupees Sixty Two Lakhs Fifty Nine Thousand and Three Hundred Only) is paid on this Deed of Sale. The said market value constitutes the entire Sale Consideration amount payable in respect of the **Said Plot**.



G. Vide Technical Clearance Order dated 04<sup>th</sup> August 2022, the Town and Country Planning Department has granted it's technical clearance for carrying out the Provisional cum Final Sub-division of the Land, with respect of the **Said Plot** (i.e. Plot B).

H. Vide Letter bearing reference no.NOC/49(6).2529/CAMU/TCP-2022/4515 dated 08<sup>th</sup> August 2022, the Town and Country Planning Department has stated that since the plot is granted Provisional cum Final approved Sub-Division vide Letter dated 05<sup>th</sup> August 2022, no sanction or NOC is required under section 49(6) of the Town and Country Planning Act for registration of the present Deed of Sale, with respect of the **Said Plot** (i.e. Plot B).

I. The parties to this Deed of Sale hereby declare that they do not belong to the Scheduled Caste/Scheduled Tribe as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

For FASTGROWTH ESTATES PRIVATE LIMITED

(Director)





J. The Parties hereto are now desirous of recording the terms and conditions agreed between them in the manner hereinafter appearing.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. That in consideration of the aforesaid and relying upon the representations and declarations of the Vendor, the Purchaser has agreed to purchase the **Said Plot** and has agreed to pay to the Vendor an aggregate consideration of **Rs.13,90,95,000/- (Rupees Thirteen Crores Ninety Lakhs Ninety Five Thousand Only)**, being the full and final consideration payable by the Purchaser to the Vendor, which has been paid by the Purchaser to the Vendor, as more particularly described hereunder:



a. An Amount of Rs.1,98,00,000/- (Rupees One Crore Ninety Eight Lakhs Only) was paid by Purchaser to the Vendor, vide Demand Draft bearing no.032562 dated 29<sup>th</sup> November 2021, drawn on ICICI Bank, as part sale consideration.

(The payment and receipt whereof the Vendor does hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser.)

b. An Amount of Rs.11,79,04,050/- (Rupees Eleven Crores Seventy Nine Lakhs Four Thousand and Fifty Only) paid by the Purchaser to the Vendor, vide Demand Draft bearing no.033074 dated 30<sup>th</sup> July 2022, drawn on ICICI Bank on the execution hereof.

(The payment and receipt whereof the Vendor does hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser )

c. In view of the notification dated 1<sup>st</sup> June 2013, the Purchaser has paid towards Tax Deducted at Source, an amount of Rs 13,90,950/- (Rupees

For FASTGROWTH ESTATES PRIVATE LIMITED

(Director)



Thirteen Lakhs Ninety Thousand Nine Hundred and Fifty Only), being 1% of the total consideration amount on 07<sup>th</sup> January 2022 and 02<sup>nd</sup> August 2022.

Upon receipt of the entire sale consideration as aforesaid, the Vendor does hereby irrevocably grant, sell, convey, transfer and assure unto the Purchaser to have and to hold as an absolute and exclusive owner, without any interruption or disturbances by the Vendor or any persons claiming through or under the Vendor, free from all encumbrances, court attachments, litigations, maintenance, charges, claims and demands, all its right, title, interest, claim and possession of the **Said Plot**, being all that plot of land admeasuring 15455 sq.mts. (Plot B), which plot forms, a part of the property known as "COIRAT" also known as "KHAIRAT", admeasuring 56466 sq. mts. in aggregate and bearing survey No.172/1-N of Village Camurlim, which is found described in the Land Registration Office of Bardez under no.1575 at page 3 of Book B-5 new, within the jurisdiction of the Village Panchayat of Camurlim, Taluka Bardez, District of North Goa, State of Goa, hereinafter referred to as the "**Said Plot**", which plot is more particularly described in the **Schedule I** hereunder written to this Deed of Sale and is shown in Red colour boundary line on the plan annexed as "**Annexure A**", **TOGETHER WITH** all the rights, title, interest, ownership, possession, share, claim, demand and all the rights, benefits, privileges, and advantages in and to the **Said Plot** and every part thereof, including but not limited to the entire present and future Floor Area Ratio, transferable development rights and development potential in respect of the **Said Plot** and/or arising therefrom of whatsoever nature and by whatsoever name called and all the benefits in lieu of the reservations/set-back area that are available or shall become available in future, with respect to the **Said Plot**, **TOGETHER WITH** all structures, fencing, compound walls, edifices,



of FASTGROWTH ESTATES PRIVATE LIMITED

Attyk  
(Director)





court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the **Said Plot** or land or ground hereditaments or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or to be appurtenant thereto and to exclusively be entitled to all benefits and privileges with right to exclusive appropriation thereof **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the Vendor into out of or upon the **Said Plot** or any part thereof **AND TO HAVE AND TO HOLD** all and singular the **Said Plot**, hereditaments and premises hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with its rights, members and appurtenances **UNTO AND TO THE USE** and benefit of the Purchaser, its partners or partner for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and its assigns, absolutely forever to possess, use and enjoy by the Purchaser, its partners or partner for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and its assigns, freely and absolutely with full right of enjoyment and possessing the **Said Plot** free from all encumbrance, charges, lien, right or demand of any kind whatsoever **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Panchayat or any other public body or local authority in respect thereof by the Vendor for the period upto the date of these presents.



For **FACTGROWTH ESTATES PRIVATE LIMITED**

*Ally*  
(Director)



2. **AND** the Vendor does hereby acknowledge that the Purchaser is now the owner of the **Said Plot AND THE** Vendor does hereby covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary **AND THAT** the Vendor now has in itself good right, full power and absolute authority to grant, release, convey, transfer and assure the **Said Plot** hereby granted, conveyed, transferred and assured or intended so to be unto and for the use of the Purchaser **AND THAT** it shall be lawful for the Purchaser from time to time at all times hereafter to peacefully and quietly hold, enter upon, have, use, occupy, possess and enjoy the **Said Plot** hereby granted, conveyed, transferred and assured every part thereof with its appurtenances and receive the rents issues and profits thereof and of every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or its executors, successors, assigns and administrators or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them **AND THAT** free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Purchaser, the Vendor, its heirs, successors, assigns, executors and administrators shall keep sufficiently saved, defended, hold harmless and shall keep indemnified and held harmless the Purchaser of from and against all claims, actions, suits, proceedings, dues including any outstanding government or statutory dues, demands, disputes, losses, damages, costs, expenses, estates, title, charge and encumbrances whatsoever either already or hereafter made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them in respect of the **Said Property/**



FASTGROWTH ESTATES PRIVATE LIMITED

*Handwritten signature in blue ink.*





**Said Plot** or otherwise in the event of (i) any representative statements, warranties and covenants of the Vendor being incorrect and untrue and/or on account of the negligent acts or omission by the Vendor; and (ii) any defect in title of the **Said Property/Said Plot** or any third party claims relating to the title of the Vendor; and (iii) any breach, inaccuracy, error or omission in any of the representations, warranties, covenants, assurances and other terms and conditions of this Deed of Sale; (iv) any liabilities of any nature whatsoever in respect of the **Said Property and/or Said Plot** pertaining to the period prior to the date of this Deed of Sale; (v) any misrepresentation by the Vendor withholding any material fact or information from the Purchaser that would have been critical to the Purchasers evaluation of this sale transaction and also for concluding on clear title and marketability of the **Said Plot** (vi) any interference with the quiet and peaceful possession and use of the **Said Plot** by the Purchaser; (vi) non-payment of any statutory dues, levies, taxes, assessments, duties, charges, costs, any other claims, etc. till the date of the execution of this Deed of Sale i.e. payment of statutory dues, levies, taxes, assessments, duties, charges, costs, etc. in respect of the **Said Property/Said Plot**, falling in arrears till the date of execution of this Deed of Sale; (viii) pendency of any acquisition proceedings, litigation, existence of rival claim, minor's interest or any charge, mortgage, maintenance charges or leasehold right over the **Said Property/Said Plot**, if any, created by Vendor and its predecessors in title; (ix) in consequence of any breach, default or violation committed by the Vendor or its agents, in the due compliance or observance of any law, rule or regulation of the Government or any statutory authority or local body concerning the purchase, holding, occupation, renting or any matters incidental thereto or otherwise howsoever in relation to the **Said Property/Said Plot**; and (x) any default in statutory/regulatory compliances in respect of the **Said Property/Said Plot**.



of FASTGROWTH ESTATES PRIVATE LIMITED

*Nitya*  
(Director)



3. The Vendor is aware of the fact that in addition to the due diligence and verification carried out by it, the Purchaser has also relied on the correctness of the statements set forth in this Deed of Sale and has agreed to pay the amounts in this Deed of Sale in consideration of the Vendor selling, conveying and transferring all the right, title interest in the **Said Plot** to the Purchaser. The Parties agree that the Recitals form an integral part of this Deed of Sale.
4. The Vendor assures the Purchaser that if the Purchaser is deprived of the **Said Plot** or any part thereof on account of any legal defect in the title of the Purchaser to the **Said Plot** arising out of the defect in title of the Vendor to the **Said Property/Said Plot**, then the Vendor will be liable and responsible to make good the loss suffered by the Purchaser and shall keep the Purchaser indemnified, saved and harmless against all such losses, costs and expenses accruing thereby to the Purchaser.
5. The Vendor agrees and undertakes that on execution of this Deed of Sale the Vendor has been left with no right, interest or title in the **Said Plot** and the Purchaser shall have the absolute right to transfer, assign, convey encumber, charge, mortgage the **Said Plot** to any person at such terms and conditions they deem fit and proper at its sole discretion and deal with the **Said Plot** in any manner whatsoever.
6. **AND FURTHER** the Vendor and its heirs, executors and administrators shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, do and execute or cause to be done and executed, all such further and other lawful and reasonable acts, deeds, matters and things, conveyance and assurances in law whatsoever for the better, further and more perfectly and absolutely granting conveying and assuring the **Said Plot**



FASTGROWTH ESTATES PRIVATE LIMITED

N/K





and every part thereof unto and to the use of the Purchaser in the manner aforesaid and as shall be required by the Purchaser.

7. **AND** further the Vendor, its heirs, successors, assigns, executors and administrators do hereby indemnify and keep indemnified the Purchaser and/or its successors in-title in respect of any claim or demand made or which may hereafter be made on or in respect of the **Said Plot** or in respect of the title of the Vendor to the **Said Property/ Said Plot** on account of non-availability of the original or copies of the title deeds of the **Said Property/ Said Plot** or on account of any representations made by the Vendor being found to be misleading and incorrect and/or on account of the negligent acts or omission by the Vendor and/or in the event the title of the Vendor to the **Said Property/ Said Plot** being defective and/or not clear.

8. **AND THAT** the Vendor confirm and record that on execution of these presents the **Said Plot** and all the benefits, right title and interest therein has vested in the Purchaser and that they have put the Purchaser in quiet, peaceful and vacant possession of the **Said Plot** as owner thereof.

9. **AND** the Vendor does hereby agree and undertake to sign and execute such Deeds, Documents, Agreements, Forms, Affidavits, Applications, letters, NOC's, etc. as the Purchaser may require for effectively transferring the right title and interest in the **Said Plot** in favour of and in the name of the Purchaser in the revenue records and in such other Government and Semi Government records, the Panchayat Tax and as may be required and to do all other acts, deeds matters and things in relation thereto solely at the cost of the Purchaser;

10. **AND THE Vendor** does hereby covenant with the Purchaser that the Vendor shall simultaneously with the execution hereof hand over to the Purchaser all the original/certified/certified true copies of the title deeds and documents in



177, GROWTH ESTATES PRIVATE LIMITED

*NYK*  
(Director)



respect of the **Said Plot**, more particularly listed out in **Annexure B**. It is clarified that the Vendor has not handed over the original title documents, which pertain to the **Said Larger Property** and/or the **Said Property**. The Vendor hereby agrees to give inspection of the said original title documents to the Purchaser or its successors-in title or any other person/s including banks and housing finance institutions, as and when called upon to do so.

11. **AND THE VENDOR** further declares that they shall render full co-operation to the Purchaser, without claiming any further costs, in getting the **Said Plot** demarcated and sub-divided in all the land and revenue records and physically on the **Said Plot** and clearing all objections thereto at the exclusive costs to be borne by the Purchaser and shall execute all documents granting its No objection for the same.
12. **AND THE** Purchaser hereafter shall be the exclusive, legal and absolute owner of the **Said Plot** and the Vendor further declare that they have No Objection for the inclusion of the name of the Purchaser in the Form I and XIV with respect to the **Said Plot** and shall execute all documents granting its No objection for the same.
13. **AND THAT** the stamp duty and registration charges incidental to this Deed shall be paid by the Purchaser.
14. **AND THAT** the parties shall immediately upon the execution hereof, present the Original (duly stamped) copy of these presents for registration at the Office of the Sub-Registrar of Bardez at Mapusa and respectively admit execution hereof in accordance with the Indian Registration Act, 1908.



of FACT GROWTH ESTABLISHMENT PVT. LIMITED

*[Handwritten Signature]*  
(Director)





15. **AND THAT** the original registered copy of these presents shall be retained by the Purchaser and the duplicate counterpart hereof shall be retained by and be the property of the Vendor.
16. **AND THAT** the transaction has taken place at Goa and as such courts at Goa shall have exclusive jurisdiction to entertain any dispute arising out of or in any way concerning this Deed of Sale.

### SCHEDULE I

#### Description of "THE SAID PROPERTY"

All that property known as "COIRAT" also known as "KHAIRAT", admeasuring 56466 sq.mts., bearing survey No.172/1-N of Village Camurlim, which is found described in the Land Registration Office of Bardez under no.1575 at page 3 of Book B-5 new, within the jurisdiction of the Village Panchayat of Camurlim, Taluka Bardez, District of North Goa, State of Goa.

The same is bounded as follows:

East : By the property bearing Survey no.169 and 151/2 of Village Camurlim;

West : By Public Road;

North : By the property bearing Survey no.171 of Village Camurlim;

South : By the property bearing Survey no. 172/1-F of Village Camurlim.



### SCHEDULE II

#### Description of "THE SAID PLOT"

All that plot<sup>B</sup> admeasuring 15455 sq.mts., forming a part of the property known as "COIRAT" also known as "KHAIRAT", aggregately admeasuring 56466 sq. mts., bearing survey No.172/1-N of Village Camurlim, which is found described in the Land Registration Office of Bardez under no.1575 at page 3 of Book B-5 new, within the jurisdiction of the Village Panchayat of Camurlim, Taluka Bardez, District of North Goa, State of Goa.



FOR FASTGROWTH ESTATES PRIVATE LIMITED

*[Signature]*  
(Vendor)



The same is bounded as follows:

East : By remaining part of the property bearing Survey No.172/1-N;

West : By remaining part of the property bearing Survey No.172/1-N;

North : By Existing Public Road;

South : By property bearing Survey No.172/1-F and Existing Traditional Pathway.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and year first hereinabove written.

**SIGNED AND DELIVERED** )  
**BY THE WITHIN NAMED VENDOR** )  
**FASTGROWTH ESTATES PRIVATE LIMITED** )  
**REPRESENTED BY ITS DIRECTOR** )  
**MR. NEELAM KUMAR TYAGI** )

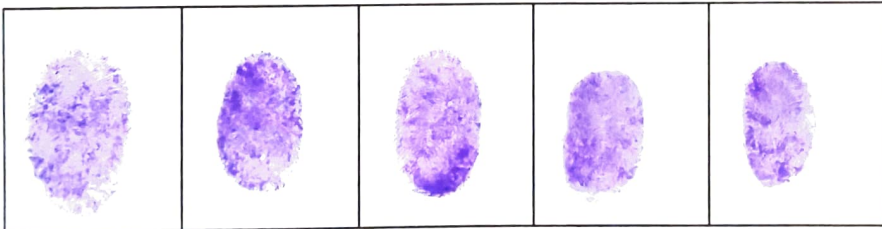


For FASTGROWTH ESTATES PRIVATE LIMITED

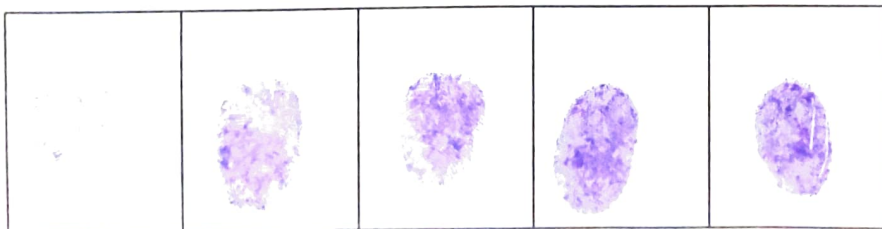
*NTK*  
\_\_\_\_\_  
(Director)



LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



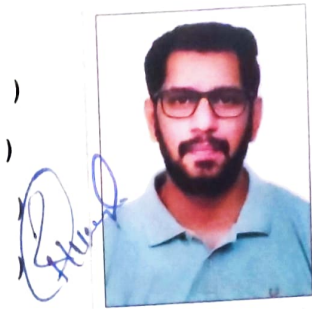
For FASTGROWTH ESTATES PRIVATE LIMITED

*NTK*  
(Director)





SIGNED AND DELIVERED  
BY THE WITHIN NAMED PURCHASER  
ISPRAVA LUXURY REALTY TWO LLP  
THROUGH ITS DESIGNATED PARTNER  
MR. ADITYA NAIK



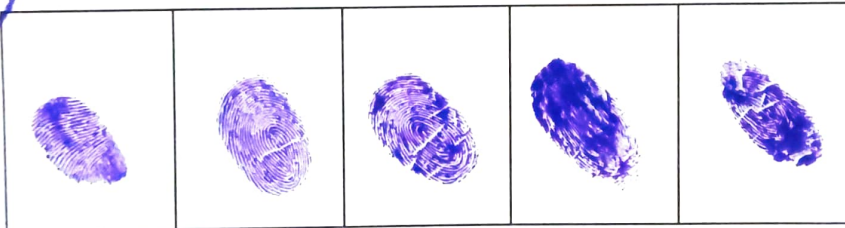
Isprava Luxury Realty Two LLP

*Aditya Naik*  
Partner

LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



In the presence of

1. Mr. Vasudev Chopdekar

*Vasudev Chopdekar*

2. Mr. Anish Singh

*Anish Singh*

For FASTGROWTH ESTATES PRIVATE LIMITED

*Aditya Naik*

(Director)



RECEIPT

RECEIVED from the within named PURCHASER the sum of **Rs.13,90,95,000/-**  
**(Rupees Thirteen Crores Ninety Lakhs Ninety Five Thousand Only)** ( Less TDS)  
paid vide aforementioned Demand Drafts, being the total consideration payable by the  
PURCHASER to the VENDOR as within mentioned.

**Rs.13,90,95,000/-**

WE SAY RECEIVED

**For FASTGROWTH ESTATES PRIVATE LIMITED**

**(Director)**



**FASTGROWTH ESTATES PRIVATE LIMITED**

**VENDOR**



Witness :

1. Mr. Vasudev Chopdekar



2. Mr. Anish Singh



**For FASTGROWTH ESTATES PRIVATE LIMITED**

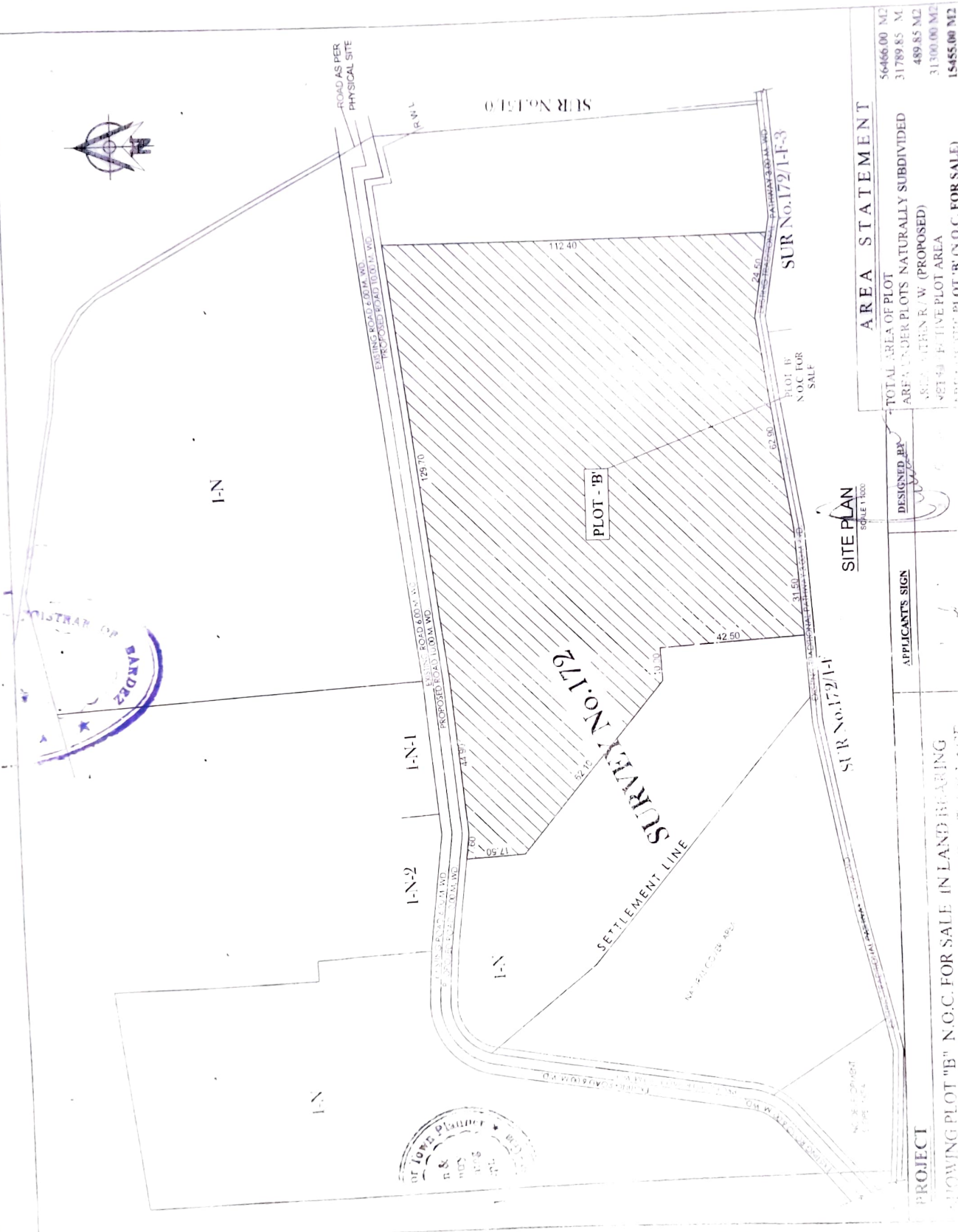


**(Director)**





*Aneeturo n*



AREA STATEMENT	
TOTAL AREA OF PLOT	56466.00 M <sup>2</sup>
AREA UNDER PLOTS NATURALLY SUBDIVIDED	31789.85 M <sup>2</sup>
AREA WITHIN R/W (PROPOSED)	489.85 M <sup>2</sup>
SETBACK FIVE PLOT AREA	31500.00 M <sup>2</sup>
AREA OF PLOT "B" (N.O.C. FOR SALE)	15465.00 M <sup>2</sup>

**SITE PLAN**  
SCALE 1:1000

DESIGNED BY  
*[Signature]*

APPLICANT'S SIGN  
*[Signature]*

PROJECT  
GROWING PLOT "B" N.O.C. FOR SALE IN LAND BEARING

For FASTGROWTH ESTATES PRIVATE LIMITED  
*NZ*



**ANNEXURE B  
LIST OF DOCUMENTS**

1. Certified copy of the Certificate of Inscription bearing no.23759 drawn up at folio 79 of Book G-30 of the Land Registration Records of Bardez and preserved in the Directorate of Archives and Archaeology, Panjim.
2. Certified copy of the Certificate of Description bearing no.1575 drawn up at folio 3 of Book B-5 new of the Land Registration Records of Bardez (In Portuguese)
3. Certified copy of the Records and proceedings of Inventory Proceedings bearing No.5/1961(30/61/B) filed in the Court of the Civil Judge Senior Division at Mapusa, Goa.
4. Certified copy of the Index of Land with respect to survey no.172/1 of Village Camurlim, Goa, issued by the Office of the Talathi of Camurlim, Bardez Taluka, Goa
5. Certified copy of the Form 9 with respect to mutation entry no.302, with reference to survey no.172/1 of Village Camurlim, issued by the Talathi of Camurlim.
6. Certified copy of the Form 9 with respect to mutation entry no.492, with reference to survey no.172/1 of Village Camurlim, issued by the Talathi of Camurlim.
7. Certified copy of the Form 9 with respect to mutation entry no.863, with reference to survey no.172/1 of Village Camurlim, issued by the Talathi of Camurlim.
8. Certified copy of the Manual Form I and XIV, with respect to survey no.172/1 of Village Camurlim, issued by the Office of the Talathi of Camurlim, Bardez Taluka, Goa
9. Certified copy of the Judgement dated 16<sup>th</sup> October 1997 passed in case no.18/303/94-LRC/MISC/4421 by the Court of the Deputy Collector and Sub Divisional Officer Mapusa
10. Certified copy of the Affidavit dated 02<sup>nd</sup> September 1999 sworn by the said Jose Jeremias Lobo before Notary S. J. Sardesai and registered under no.9/1999.
11. Notarised copy of the Public Will dated 12<sup>th</sup> June 2002 recorded at pages 40 to 41v of the Book of Wills bearing no.229 in the office of the Sub Registrar of Bardez.
12. Certified copy of the Form 9 with respect to mutation entry no. 15920, with respect to the property bearing survey no.172/1 of Village Camurlim.
13. Notarised copy of the Power of Attorney dated 22<sup>nd</sup> March 2003 executed before Notary N.S.Shinde and registered under no.346/2003 on 22<sup>nd</sup> March 2003.
14. Notarised copy of the Power of Attorney dated 21<sup>st</sup> July 2003 executed before Notary Tulsidas Naik and registered under no.477/2003 on 21<sup>st</sup> July 2003.
15. Notarised copy of the Deed of Sale dated 11<sup>th</sup> October 2007 registered with the office of the Sub-Registrar of Bardez under no.5026 at pages 1 to 32 of Book No.1 of Volume No.2311 dated 15<sup>th</sup> October 2007

For FASTGROWTH ESTATES PRIVATE LIMITED

*NK*  
(Director)





16. Notarised copy of the Deed of Succession dated 06<sup>th</sup> January 2009 recorded at pages 43 to 51 of the Notarial Book of Deeds bearing no.20 on 09<sup>th</sup> January 2009.
17. Certified copy of the Order dated 09<sup>th</sup> March 2009 passed in Case No.15/48/2008/Part/Land by the Deputy Collector & SDO at Mapusa.
18. Notarised copy of the Fresh Certificate of Incorporation Consequent upon change of name dated 16<sup>th</sup> May 2008 issued by the Ministry of Corporate Affairs.
19. Notarised copy of the Fresh Certificate of Incorporation Consequent upon change of name dated 19<sup>th</sup> February 2020 issued by the Ministry of Corporate Affairs.
20. Notarised copy of the Zoning Informing bearing reference no.TPBZ/ZON/8820/CAM/TCP-2021/3251 dated 10<sup>th</sup> August 2021 issued by the office of the Senior Town Planner.
21. Notarised copy of the Missing Article Report bearing no.754708/2021 dated 27<sup>th</sup> September 2021 was lodged with the Crime Branch, Delhi
22. Notarised copy of the Nil Encumbrance Certificate dated 18<sup>th</sup> October 2021 issued by the Office of the Sub-Registrar of Bardez at Mapusa.
23. Notarised copy of the Nil Encumbrance Certificate dated 30<sup>th</sup> May 2022, issued by the Office of the Sub-Registrar of Bardez at Mapusa
24. Notarised copy of the Sanad bearing reference no.4/392/CNV/AC-III/2021/672 dated 20<sup>th</sup> June 2022 issued by the office of the Deputy Collector, North Goa
25. Certified copy of the Survey Plan with respect to survey no.172/1-N of Village Camurlim, Goa.



For FASTGROWTH ESTATES PRIVATE LIMITED

*[Handwritten Signature]*

(Director)





**Government of Goa**

**Document Registration Summary 2**

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

Print Date & Time : - **09-Aug-2022 12:32:17 pm**

Document Serial Number :- **2022-BRZ-3629**

Presented at **12:25:59 pm** on **09-Aug-2022** 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	6259300
2	Registration Fee	4172850
3	Mutation Fees	10000
4	Processing Fee	5080
<b>Total</b>		<b>10447230</b>

Stamp Duty Required : **6259300/-**




Stamp Duty Paid : **6259300/-**

**Presenter**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<b>Aditya Naik Designated Partner In Isprava Luxury Realty Two LLP ,Father Name:Ranjan Naik, Age: 32, Marital Status: , Gender:Male, Occupation: Service, Address1 - H.No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, Address2 - , PAN No.:</b>			







**Executer**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<b>Neelam Kumar Tyagi Director In Fastgrowth Estates Private Limited , Father Name:Bava Duttamal Tyagi, Age: 63, Marital Status: , Gender:Male, Occupation: Service, G-414, Chandani Estate, Alpha-2, Greater Noida, Gautam Budh Nagar, UP-201301, PAN No.:</b>			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	<b>Aditya Naik Designated Partner In Isprava Luxury Realty Two LLP , Father Name:Ranjan Naik, Age: 32, Marital Status: , Gender:Male,Occupation: Service, H.No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, PAN No.:</b>			

**Witness:**

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<b>Name: Anish Kumar Singh, Age: 27, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Unmarried , Address: 403001, R.B.1 Dhanlaxmi Nagar Bhatlem, Panaji, Tiswadi, NorthGoa, Goa</b>			
2	<b>Name: Vasudev R Chopdekar, Age: 24, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Unmarried , Address: 403512, 131 Khurban Wada Chopdem Agarvado , 131 Khurban Wada Chopdem Agarvado , Pernem, NorthGoa, Goa</b>			

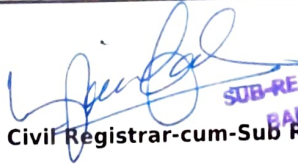


  
 Sub Registrar  
 SUB-REGISTRAR  
 BARDEZ

Document Serial Number :- 2022-BRZ-3629



Book :- 1 Document  
Registration Number :- **BRZ-1-3527-2022**  
Date : 12-Aug-2022



**SUB-REGISTRAR  
BARDEZ**

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

*Bardez*

