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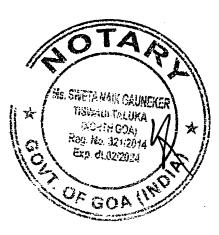
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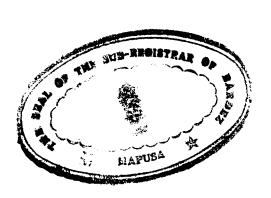
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For CITIZENCREDIT CO-OP. BANK LTD.

CERTIFIED
TRUE CONT

Authorised Signatory





6. No. 2023-BR2-4166
21/08/2023

DEVELOPMENT AGREEMENT

SE. C Partner For AZALEA HOMES LLP

Designated Partners

This **DEVELOPMEN'T AGREEMENT** is executed on this 21st day of August of the year Two Thousand and Twenty Three.

BY AND BETWEEN

M/S. SEVEN C, a Partnership Firm, registered under the Indian Partnership Act 1932, registered in the office of the Registrar of Firms, Bardez, Goa, under registration no. 222/14 dated 29/12/2014, having registered office at H. No. A/199, Verem, Ambekhan, Reis Magos, Bardez, Goa-403114, having PAN Card bearing no. [,

(A) MR. REMUN RAJ BHUTANI, son of Mr. S. K. Bhutani, age around 48 years, businessman, married, Indian National, having Pan Card bearing no.

having Aadhar Card bearing no.

, phone number:

, Email id remunbhutani@gmail.com,

resident of H. No. H-611/A, Western Avenue, Sainik Farm,
New Delhi-110062 AND

(B) MR. CHINMAY V. PATIL alias CHINMAY VISHWASRAO PATIL, son of Mr. Vishwasrao Patil, age around 43 years, businessman, married, Indian National, having Pan Card bearing no.

, having Aadhar Card bearing no.

mailtopradeep14@gmail.com, resident of H. No. A/199, Verem, Ambekhan, Reis Magos, Bardez, Goa- 403114, hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context and meaning shall mean and include the respective heirs of the partners, legal representatives, administrators and assigns) of the FIRST PART.

all Free ;

For AZALEA HOMES LLP

Designated Partners

Owner No. A, MR. REMUN RAJ BHUTANI is represented herein by his, Power of Attorney Holder, Owner No. B, MR. CHINMAY V. PATIL alias CHINMAY VISHWASRAO PATIL, authorized vide Power of Attorney dated 29th October 2021 duly executed before Advocate & Notary Public, Ms. Madhumita Avadhut Nayak Salatry, Mapusa, Bardez - Goa registered under Sr. No. 7245/2021.

AND

AZALEA HOMES LLP, a Partnership firm with its office at House No.

1, Second Floor, Block A, Pocket -2, Sector – 3, Rohini North West
Delhi 110085, Having PAN card No.

1, represented by
Its Designated Partner, MR. PRADEEP AGGARWAL, son of BabuLal
Aggarwal, aged 46 years, married, businessman, PAN No.

1, Mobile No.

9810470209, email id aggarwalpaints@gmail.com, Indian National, esident of 1717A, 1717B, Gurudwara Road, Kotia Mubarakpur, odhi Road, Central Delhi, Delhi - 110003, of the SECOND PART referred to as the "SECOND PARTY (BUILDERS)" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.

The Owners and Developer are collectively referred to as "PARTIES"

WITHIN THE LIMITS OF THE Village Panchayat Reis Magos in the Taluka and Sub District of Bardez, District of North Goa in the state of Goa, and Surveyed under survey No. 5 Sub Division 14 of the Village of Reis Magos in the Taluka Bardez in the State of Goa, admeasuring an area of 1675 Sq. Mtrs, which are more hereunder written and annexed hereto more specifically describe in the Schedule-I

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FOR AZALEA HOMES LLP

hereunder written hereinafter be referred to as "THE SAID PROPER'TY"

AND WHEREAS THE owner is the absolute owner of the Schedule I property having received the same from Mr. Amit Anand Sawant, by virtue of Deed of Gift dated 29th April 2015, duly registered before the Sub Registrar Mapusa Bardez Goa, bearing Registration No. Book I Document, Registration No. BRZ-06016-2015, CD No. BRZD766 dated 19/05/2015.

AND WHEREAS That the Survey Record of Rights relating to the SAID SCHEDULE I came to be duly mutated in favor of owner Mr. MR. CHINMAY VISHWASRAO PATIL ALIAS CHINMAY PATIL herein in the Occupants Column of the Form I & XIV as occupants thereof under Mutation No. 69820.

WHEREAS Deed of Addendum to Partnership Deed registered and signed between MR. CHINMAY VISHWASRAO PATIL and MR. REMUN RAJ BHUTANI since they have common Partnership Firm registered in the name of Seven C and duly Notarised Sr. No 1439 dated 03/05/2023.

And WHEREAS MR. CHINMAY VISHWASRAO PATIL is one of the partner of Seven C partnership firm and by virtue of Addendum of Partnership firm has brought the said property to Seven C.

AND WHEREAS Owner is known offering the Schedule I Property for development to the Developer being PARTY OF THE SECOND PART, and has made the following representations:

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FOR AZALEA HOMES ILP

Property in the aforementioned manner and that the title of the Owner over the Schedule I Property is good, clear, marketable, valid and subsisting and that no one else has any right, title, claim or share therein and that Owner has not entered into any agreement for sale, transfer or development of the Schedule I Property with anyone else and nor is the Schedule I Property are subject matter of any will or gift, memorandum of understanding (oral or written) or any other writing by whatever name called, creating any third party right in favour of any third party.

law or contract nor is the Schedule I Property are land in which there is any statutory prohibition on sale/development/conveyance, and the Schedule I Property are not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind and the Schedule I Property has not been mortgaged or offered as a collateral for securing any loan or for obtaining any advance whatsoever from any

individual, Bank or Financial Institution and it is not subject to

any statutory or any other charge for payment of income tax,

gift tax and has submitted Certificate of Nil Encumbrance dated

05/04/2023 bearing No 982/2023 of the Sub-Registrar of

Bardez, at Mapusa to corroborate the same.

c. There is/was no statutory bar or prohibition to acquire/hold the Schedule 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 Schedule I Property.

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FOR AZALEAHOMES LLP

d. Owner is in actual physical and vacant possession of the Schedule I Property and that Owner has not parted with the possession in any manner including and not limited to by any agreement of tenancy or lease. The Owner has also not ceded any right or way or any other restriction or easement by whatever name called on the Schedule I Property.

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The Owner has paid all the property taxes and all other levies by whatever name called, till this date.

The Owner has obtained the Sanad of the Schedule Property vide Sanad dated 27/01/2020 bearing No. 4/235/CNV/AC-III/2019/138 issued the Collector of North Goa, at Panaji, being the permission for change of land use of the Schedule Property for residential use under the GOA, DAMAN & DIU Land Revenue (Conversion of Land & non-agricultural assessment) Rules, 1969 and the provisions of the Goa Town and Country Planning Act, 1974.

- a. That, based on the aforesaid representations of, the Developer who is a well-established real estate Developer has expressed interest to develop the Schedule I Property, and in pursuance thereof has made the following representations:
- **b.** That the Developer has the necessary experience, financial resources, capability and infrastructure to carry out the development in the Schedule I Property inter alia by optimum exploitation of the entire development potential of the Schedule I Property.

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Partners

Per AZALEA HOMES LIP

Designated Partners

c. That they shall ensure to make best efforts to complete the development of the Property by optimum exploitation of the development potential thereof, as per the approved plans thereof and in due compliance with the local laws, which apartments shall be constructed.

In pursuance to the foregoing, the Parties have agreed to enter into an Agreement for Development of the Schedule Property and hence these presents.

IS NOW agreed by and between the Parties herein as follows:

1. Recitals The Parties do hereby jointly and severally declare and confirm

that whatever is recited hereinabove in respect of the Schedule I Property 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. The Developer has agreed o enter into this Agreement and carry out its obligations under this Agreement relying upon and believing the statements, epresentations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate, and based on the said representations of the Owner that the Owner is holding clear and marketable title of the Schedule Property and of the development rights thereof; and is legally entitled to grant rights for development thereof to the Developer.

2. Grant and License

a. Grant of development rights

In consideration of the foregoing and subject to the payment, performance and observance of the obligations, covenants and

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undertakings of the Developer as is set out herein, Owner hereby grants and the Developer hereby accepts the grant of development rights of the Schedule Property and authorize the Developer to develop the Schedule Property whereupon the Developer shall construct Apartments [hereinafter referred to as said "Complex"] in terms of plan to be mutually approved by the Owner and Developer on the terms and conditions contained herein below inter alia by optimum exploitation of the entire Development Potential thereof by compliance with the applicable provisions of law and in accordance with the plans approved by the concerned civic authority (hereinafter referred to as the said "Project"). The Developer is hereby authorized and shall be entitled to on execution hereof to:

i. undertake the development of the Schedule Property inter alia by utilization, consumption and optimum exploitation of the Development Potential (in the manner as stated in this Agreement) together with and the Marketing (defined below) and all related and incidental activities in this regard as recorded herein;

ii. undertake the construction of the complex; and

iii. Bear and pay all the Developer's Project Costs.

Grant of License

Simultaneously with the execution of this Agreement, the Owner has granted exclusive license to the Developer to enter upon and remain at the Schedule Property inter alia for the purpose of discharge of all obligations & functions; and for enjoyment of all rights, entitlements and authorizations under this Agreement and such other and further deeds and documents as may be executed pursuant thereto. The Developer shall have right to

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enter upon, occupy and use the Schedule Property and to make at its costs, charges and expenses such investment, development and improvements therein as may be necessary and expedient to implement the Project in accordance with the provisions of this Agreement. Provided however that, nothing herein contained shall be construed as delivery of possession in part performance of any Agreement for Sale under Sec 53 A of the Transfer of Property Act or under section 2 (47) (v) of the Income Tax Act, 1961. It is clarified that the right of entry into the Schedule Properly is granted for undertaking development and carrying out the obligations of the Developer under this Agreement.

STATE OF THE PARTY OF THE PARTY

This Agreement, or any further deeds or documents which may be executed pursuant thereto shall not be treated as a copartnership, joint-venture, agency or any such relations ship as above. Each party shall perform its respective mutually exclusive obligations and receive its share as defined below. Each party shall independently bear and pay its respective share of income tax liability.

hat the rights of the parties shall be governed by the terms and conditions stipulated in this AGREEMENT. The DEVELOPER hereby agrees and covenant to do all that is necessary to comply with the mandate of the AGREEMENT. The DEVELOPER further covenants that it has the necessary resources to comply with the obligations undertaken under this AGREEMENT. The OWNER hereby covenants that it shall do all that is necessary to comply with the mandate of this AGREEMENT and shall render all the necessary cooperation to the DEVELOPER as may be required to give effect to this AGREEMENT.

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3. Roles, responsibilities, obligations and covenants of the Owner:

The Owner shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the Owner (unless expressly specified otherwise) as under:

a. Title:

The Owner at all times during the tenure of this Agreement and thereafter for the benefit of the Flat Purchasers, maintain the Owner's title to the Schedule Property (subject only to the rights and entitlements of the Developer as are set out herein) unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.

ii. The Owner shall make available original deeds and documents of title of the Schedule Property as and when required and they shall be handed over to the body of the purchasers of the premises which may be constructed by the Developer on the Schedule Property by optimum utilization of the Development Premial thereof.

Approvals

i. Obtaining necessary approval from the town county planning authority at its cost shall be the sole responsibility of the Owner. Construction License shall be obtained by the Developer in conjunction with the Owner. All other approvals of building plans and RERA as per the applicable regulations shall be obtained by the Developer. All costs related to approvals apart from Town and Country Planning Department and the Construction License, shall be borne by both parties equally. The Construction License cost shall be borne equally by the Owner and developer.

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For AZALEA HOMES LLP

Designated Partners

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ii. Obtaining the completion or occupation certificate forthwith upon completion of the construction by the Developer as per the approved plans and the cost and out of pocket expenses incidental thereto shall be borne and paid by the Developer and owner.

c. The Owner shall be liable to convey the Schedule Property in favour of the prospective purchasers after receipt of the Completion Certificate in respect of the Project land and building and upon receipt of the entire consideration. Provided that all costs and expenses incidental thereto shall be borne and paid by the Developer or the purchasers of premises in the said Complex.

4. Roles, responsibilities, obligations and covenants of the Developer

a. The Developer shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the Developer (unless expressly specified otherwise)

The Developer shall be responsible for planning and designing of the said Complex and the premises therein in consultation with the Owner, and shall, in consultation with the Owners, prepare the necessary plans/drawing/design for the construction of said Complex for submission to the concerned statutory authorities.

c. The Owner shall, whenever called upon by the Developer, duly sign all applications, declarations, affidavits and any other writing by whatever name called, which may be necessary for the purpose of obtaining the necessary approvals, etc..

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For AZALEA HOMES LLP

Designated Partners

d. The Developer, in consultation with the Owner, shall be entitled to modify the plan already submitted to/approved by the concerned authorities,

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f.

The Developer shall develop the Schedule Property inter alia by full exploitation of the Development Potential thereof, strictly as per the plans sanctioned and approved by the competent authority and in compliance with all applicable local laws/rules and regulations of the said authority; and all penal or any other consequences of any violation thereof (including the cost of compounding such violation and regularization of construction in compliance with law shall be that of the Developer alone ("Developer's Cost"), with no recourse whatsoever to the Owner.

The Developer shall be at liberty to develop the Schedule Property either by self or by entrusting the work or any part thereof to any contractor. However, the Developer shall be responsible for due performance of its contractors and prointees. The Developer shall appoint architects, RCC consultant, landscaping consultants and all other professionals of necessary experience and expertise.

g. The Developer shall be liable and authorized to conceive, manage and control the complete sales and marketing, branding and other related activities at the cost of the Developer.

The Developer shall complete the construction of the Project and shall submit the application for Occupation/Completion

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Designated Partners

Certificate of the concerned departments within a period of 24 months (time for completion) The said Completion shall mean and include civil works including the building(s), landscaping, electrical works, sanitary and plumbing works, sewerage and all other common amenities along with permanent connection for electricity and water and sewerage and obtaining Occupancy certificate Provided always, the adherence with the time lines shall be subject to

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Force Majeure" which shall mean the act of god, act of war, terrorist attack, fire, strike, lockout, natural catastrophes, riot, civil disturbance, <u>flood</u>, <u>earthquake</u>, <u>epidemic</u>, <u>changes</u> in Applicable Law or any order, decree, judgment of the Court of Law;

- ii. Any act or omission of the Owner which may directly or indirectly disable or obstruct the Developer from discharging the Developer's obligations under this Agreement; and
- iii. impact of any external irresistible force or factor which may obstruct or disrupt the work of the Developer.

he entire period of time lost in (i), (ii), and (iii) above, shall be excluded for the purpose of ensuring adherence with the agreed ame lines by the Developer as is set out hereinabove.

i. In case of any accident occurring on the Schedule Property during the construction of the said Complex, the Developer shall be solely responsible for the consequences thereof and make payment of compensation, claims and losses suffered by any party due to the said accident and make good the said losses and the Owner shall have no liability of any nature whatsoever. It is further provided that in case of any prosecution arising due to said accident, the Developer alone

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FOR AZALEA HOMES LLP

shall be liable and there shall be no claim made against the Owner.

j. During the period of the construction of the said Complex, the property tax and other applicable Panchayat and State Govt. taxes and levies shall be borne and paid by the Developer.

k. It is reiterated that save and except the obligation of deducing a good and marketable title and incurring such costs as are specifically set out hereinabove, all other costs which shall include charges paid to obtain the professional fee/charges/costs paid to advocates, architects, engineers, contractors, cost of the construction materials including and not limited to cement, bricks, steel, façade, electrical cabling, sanitation pipes, paint, tiling, marble, glass, aluminum used to construct the said Complex or any other costs which may have to be incurred to complete the construction of the said Complex in all respects and in compliance with statutory regulations including and not directly included to the fee and charges payable for obtaining occupancy certificate of the Complex from the competent statutory authorities.; all these costs are to be borne by the Developer

I. The Developer shall be responsible for any defects in the said Complex noticed up to a period of one year from the date of completion thereof.

5. Consideration

a. Units Allotment

In consideration of the respective obligations under this AGREEMENT, The developer shall be given first opportunity to

PARTNER

For AZALEA HOMES LLP

Designated Partners

sell his share of allotted 50% of Apartment and the Owner shall be entitled for remaining 50%.

b. At the time of execution of this Agreement, an amount of Rs. 1,00,00,000/- (Rupees One Crore Only) has been paid to the Owner as Deposit.. The Owner agrees that the sum of Rs. 1,00,00,000/- (Rupees One Crore Only) shall be refunded to the Developer on allotment of the Units.

The amount towards maintenance charges, development charges, infrastructure taxes and all development related taxes, municipal taxes, society formation and other legal expenses and all other statutory deposits/charges to be paid at actual for obtaining electricity/water/Sewerage connection/supply to the Schedule Property including and not limited to the Goa Water Supply and sewerage board /statutory authority for water, Goa Electricity Supply company/statutory authority for electricity, shall be paid

by the Developer.

d. The actual cost of (i) Sales and Marketing Expenses shall be borne by the Developer.

taxes. However the applicable taxes related to construction and the Apartments shall be borne exclusively by the Developer.

6. OTHER GENERAL CONDITIONS

a. Time

Time for performance of the respective obligations of each of the parties herein shall be of essence subject to force majeure and as is set out herein.

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FOR AZALEA HOMES LLP

b. Marketing / Advertisement / Publicity:

a. The Developer shall be entitled to erect boards in the Schedule Property for advertising for sale and disposal of the constructed area in the Schedule Property and to publish in the newspaper/s, magazine/s, web site/s and such other media calling for application forms from prospective purchasers and market the said Complex.

b. The said complex to be constructed in the schedule property shall be known by such name that may be mutually agreed upon between the Owner and the Developer.

Indemnity:

("Indemnifier") shall indemnify Each party indemnified the other ("Indemnified") against any cost, loss or expense borne or paid by the Indemnified towards any direct other costs to and legal (including consequence oppose/minimize the loss, etc) of any breach of the covenants, declarations, representations, obligations, undertakings and varranties of the Indemnifier, without any delay or demur against production by the Indemnified of reasonable evidence hereof. Provided that the Indemnified shall always make such efforts to minimize the loss in the same manner as shall be done by a person of normal prudence.

e. Facility Agency

The Developer and the Owner, shall mutually after obtaining the Completion Certificate from the concerned authorities appoint any agency /property management company ("PMC") to maintain the said complex on such terms as they deem fit. The prorate cost /deposits payable to the said agency /PMC, shall be borne and paid by the purchasers. However the Owner and

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Developer are at liberty to carry out maintenance and management of the said Complex jointly by themselves.

f. Waiver

In the event that a party hereto does not immediately bring to the notice of the other party hereto, the breach of any clause or enforcement of any clause, it shall not be deemed as if such party has waived the same.

Severability

In the event that any clause or term in this Agreement is found to be unenforceable or illegal by any court of competent jurisdiction, the remainder of the Agreement shall be held to be enforceable and read as if such clause did not exist. However such clause so deemed to be illegal or unenforceable shall be replaced by a clause to give the same effect.

Entire Agreement and Amendment

his Agreement comprises the entire agreement between the parties and shall supercede any earlier oral or written agreement, term sheet or any other writing in the matter. Any amendment to this Agreement shall be in writing and signed by the parties hereto.

7. TERMINATION:

a. in the event the approval for the said project is not granted by the concerned authority for reasons not attributable to the DEVELOPER / SECOND PARTY and/or in case any objection is received from any person against the SAID LAND, this Joint Venture and/or the development not attributable to the DEVELOPER / SECOND PARTY thereof has the effect of

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FOR AZALEA HOMES LLP

disturbing or frustrating this agreement or in any manner impeding the development of the SAID LAND the DEVELOPER / SECOND PARTY shall be entitled to terminate this Agreement for Joint Venture by giving the OWNERS a one month notice in writing to this effect and upon expiry of one month, the Agreement shall stand terminated for all effective and practical purposes and the OWNERS shall be liable to refund all the monies paid and/or invested under this AGREEMENT within a period of 30 days from receipt of the notice.

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b. In the event the DEVELOPER/SECOND party does not obtain the necessary approvals for commencement of construction and does not commence construction within a period of 60 days of execution of this agreement the OWNERS shall be entitles to terminate this agreement and forfeit the amount of Rs. 50,00,000/- (Rupees Fifty Lakh Only) paid under this agreement as Deposit and upon such termination OWNERS shall be entitled to deal with the property in such manner as it deems proper.

c. In the event, after commencement of construction, the DEVELOPER / SECOND PARTY is not in position to comply with the construction schedule and violates the same, the OWNERS shall issue a notice to the DEVELOPER / SECOND PARTY calling upon the DEVELOPER / SECOND PARTY to remedy the breach within a period of 60 days. If DEVELOPER / SECOND PARTY fails to remedy the breach OWNERS is entitled to forfeit the deposit of Rs. 1,00,00,000/- (Rupees One Crore only) and shall complete the project by itself or through a third party and shall be entitled of the DEVELOPER PREMISES upon completion of the same, the OWNERS shall effect payment to

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For AZALEA HOMES LLP

Designated Partners

the DEVELOPER / SECOND PARTY of all monies payable to the DEVELOPER / SECOND PARTY on the basis of valuation carried out by the valuer of the works done by the DEVELOPER / SECOND PARTY which valued amount shall be paid after deduction of the forfeiture amount.

d. In case of any non-compliance or non-observance of any rule, law or regulations or terms of this agreement, liability in terms of defective and poor workmanship, structure stability and henceforth with reference to this project development the entire liability in this behalf will be of the DEVELOPER / SECOND PARTY, who shall incur and discharge the same. The DEVELOPER / SECOND PARTY shall indemnify and keep indemnified the OWNERS against all claims, damages, losses, demands, resulting from such non-compliance or non-observance of any rule, law regulation of terms of this agreement and defective workmanship, structure stability and henceforth with reference to this project until five years past the last occupancy certificate partial (if any) received by the OWNERS on behalf of this project.

e. In the unlikely event of a liquidation process being initiated against the DEVELOPER / SECOND PARTY's company with reference to this development project during the tenure of construction, Completion and Final Occupancy of the buildings of this project. The OWNERS shall determine the balance due to them in such a scenario based on market value prevalent at that time for a finished villa in this area through Government Approved Valuators & Surveyors in terms of carpet area sale due to them, in total Sale of the Villas in the Project deducting (if any) advances received during the construction process.

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Designated Partners

This outstanding could be treated as a "secured interest" in the said Liquidation process as covered under the Insolvency & Bankruptcy Code 2016 including all its amendments & The Insolvency & Bankruptcy Code (amendment) Bill 2019.

f. The OWNERS agrees & accepts to treat & re-classify their above "secured interest" in such a scenario under "Insolvency & Bankruptcy Code 2016, including all its amendments & "The Insolvency & Bankruptcy Code (amendment) Bill 2019, as defined in Section 52 (1) (a) and accept the "Hierarchy of Payments" as defined for "Secured Creditors" as per Section 53 of the Insolvency & Bankruptcy Code 2016 and as amended from time to time.

g. Without prejudice to the other rights under this Agreement, incase if any defect is found in the title of the OWNERS to the SAID LAND and/or in the present agreement and/or the OWNERS is ever dispossessed from and/or prevented from undertaking the development of the SAID LAND, or any part thereof, then the OWNERS agree and undertake at all times, to indemnify and keep indemnified the DEVELOPER / SECOND PARTY herein and his transferee/assigns against any loss, damage, cost, charges, expenses, suffered by the DEVELOPER / SECOND PARTY on account of any defect in title of the OWNERS or fault of the OWNERS or any breach of the

8. Notices

covenants.

 a. All notices and other communications provided for hereunder shall be (a) in writing (including telex and tele-copier, except as noted below) and (b) tele-copied or sent by person, overnight

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For AZALEA HOMES LLP

Besignated Partners

courier (if for inland delivery) at the co-ordinates set out below or at such other addresses as is designated by such party in a written notice.

b. All such notices and communications shall be effective (a) if sent by telex, when sent (with the correct answerback); (b) if sent by tele-copier, when sent (on receipt of a confirmation to the correct tele-copier number); (c) if sent by person, when delivered; (d) if sent by courier, one Business Day after deposit with an overnight courier if for inland delivery and five Business Days after deposit with an international courier if for overseas delivery; and (e) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

c. An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with subclause (ii)(a) or (b) above, as the case may be, without regard to the dispatch of such original.

d. The address for service of the Owners shall be:

Party of the First Part

M/s. SEVEN C,

having its Office at No. A/199,

Verem, Ambekhan, Reis Magos,

Jak

For AZALEA HOMES LLP

Designated Partners

Bardez, Goa- 403114,

Represented by its Partner:

CHINMAY VISHWASRAO PATIL

Party of the Second Part

AZALEA HOMES LLP

registered office at House No. 11, Second Floor,

Block A, Pocket -2, Sector - 3, Rohini North West Delhi 110085 Represented in this act by its Partner:

MR. PRADEEP AGGARWAL,

or such other address and contact number as is designated by the Owner by not less than 5 (five) business days written notice to the Developer.

9. Stamp Duty and Registration Fee:

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a. The stamp duty and registration expense of this deed shall be borne by Developer.

Agreements as and when called upon by the Developer.

Dispute Resolution and jurisdiction:

- a. In the event of any dispute arising between the parties hereto with regard to this Agreement or the interpretation of the terms hereof, the same shall be resolved amicably by the parties hereto and in case the same is not resolved then the dispute shall be referred to Arbitration in terms of Arbitration and Conciliation Act of 1996. Arbitration shall be held in Goa.
- b. The Courts in Goa shall have exclusive jurisdiction.

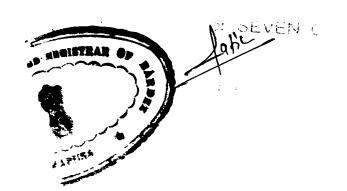
SEVEN C

Designated Partners

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That the stamp duty is paid on the land value of the property surveyed under Survey No. 5/14 of Village Reis Magos, admeasuring 1675 sq.mts which land is valued at Rs.

83,75,000/- (1675 x 5,000/-) and therefore the land area corresponding to 50% which is the entitlement of the FIRST PARTY is Rs. 41,87,500/-. The total build up area is 1340 SQ. MTS. and corresponding to 50% of the FIRST PARTY works out to 670 sq. mts. and therefore construction value of the buildup premises allotted to the SECOND PARTY is valued at Rs. 1,67,50,000/- and accordingly the stamp duty of 2.9% is paid both on the share of land of the FIRST PARTY and premises to be allotted to the SECOND PARTY which works out to Rs. 2,09,37,500/- and accordingly stamp duty @ 2.9% of Rs. 6,07,200/- is affixed herewith and Registration charges shall be 3% which works out to Rs. 6,35,210/-



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For AZALEA HOMES 11.P

SCHEDULE I

(DESCRIPTION OF THE SAID PROPERTY)

All that immovable Property situated WITHIN THE LIMITS OF THE Village Panchayat Reis Magos in the Taluka and Sub District of Bardez, District of North Goa in the state of Goa, and Surveyed under survey No. 5 Sub Division 14 of the Village of Reis Magos in the Taluka of Bardez in the State of Goa, admeasuring an area of 1675 Sq. Mtrs which is more hereunder written and has been delineated and shown shaded in red color in the sketch Plan annexed hereto more specifically describe in the Schedule-I hereunder written hereinafter be referred to as "THE SAID PROPERTY" bounded as under:-

Towards the North :-

By the property bearing Survey No.

5/5 of Village Reis Magos.

Cowards the South

By Road

:-

Towards the East

By Nallha and property bearing Survey

No. 5/15 of Village Reis Magos

Towards the West

By the property bearing Survey No.

5/4 of Village Reis Magos.

A PR

Ses gnaled Partners

SCHEDULE II

[SPECIFICATIONS & AMENITIES OF THE APARTMENTS]

- 1. All RCC work with M25 concrete.
- 2. External wall in 23 cm. thick brick/ block masonry with 20 mm double coat external plaster
- 3. Internal walls in 10 cm thick, finished with cement plaster/gypsum plaster
- 4. Quality tiles in flooring and walls.
- 5. Granite counters for wash basins
 - Window ledges covered with natural stone
 - Toilet fixtures and fittings of KOHLER or equivalent
 - Glass enclosures for shower area
- 9. Door frames in Teak Wood. Main door in Teak Wood. Flush doors for internal areas.
- 10. Windows in UPVC. Anodized aluminum.
- 11. Modular switches, TV and Telephone points in all rooms.
- 12. Plastic emulsion paint for internal walls.
- 13. APEX Ultima or WEATHERSHIELD paint for external walls 14. Lift.
- 15 Common swimming pool.
- 16. Landscape,
- 17. Pressures pump system for water supply.
- 18. Generator for common lighting.

In Witness whereof, the parties above named are executing this Development Agreement in the presence of witnesses attesting hereunder on the day, month and year herein above first mentioned.

John

FOR AZALEA HOMES LLP

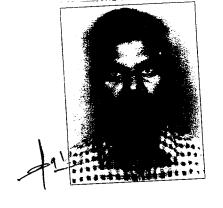
Signed Sealed and delivered by

Owner, within named

M/s. SEVEN C

Represented by its Director,

MR. CHINMAY VISHWASRAO PATIL



MR. CHINMAY VISHWASRAO PATIL

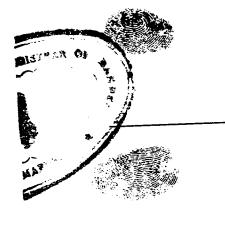
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Por AZALEA HOMES LLP

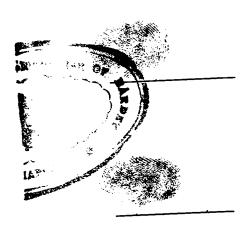
Designated Partners

Signed Sealed and delivered by Developer, within named AZALEA HOMES LLP Represented by its Director, MR. PRADEEP AGGARWAL

MR. PRADEEP AGGARWAL

L.H.F. Prints

R.H.F. Prints













Designated Partners

In the presence of

1. MR. PRAJOT PRABHAKAR TEMKAR

R/o.1264, Near Joshi General store,

Kannaikwada, Morjim, North Goa-403512

Mob.No.

Aadhar No.

Sign: Remler



2. MR. MOHAN GANPATI SAIL

R/o.H.No.129, Plot No.88, Airport Road,

Near NSD, Jairam Nagar, Alto Dabolim, Mormugao,

South Goa-403802

Mob.No. 7044143300

Aadhar No

Sign:

ah!

FOR AZALEA HOMES LLP

_Designated Partners

4166/2028



Government of Goa

Directorate of Settlement and Land records

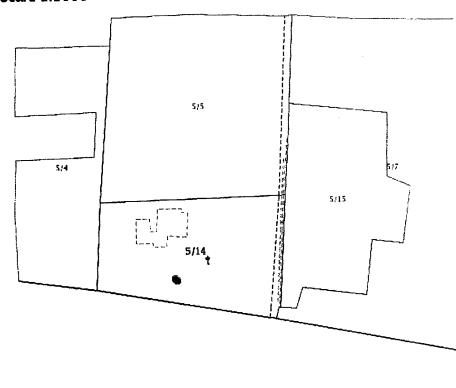
Survey Plan

Bardez Taluka, Reis-Magos Village

Survey No.: 5, Subdivision No.: 14

Scale 1:1000

Reference No.: REV192333691



This record is computer generated on 03-05-2023 04:06:29. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd 24-Apr-2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website https://dslr.goa.gov.in/.

NOTE: PLAN TO BE PRINTED ON A4 SIZE

Seven C

Partner

For AZALEA HOMES LLP

Designated Penners

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End of Report

For AZALEA HOMES LLP

For any further inquires, please contact the Mamlatdar of the concerned Taluka.



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 21-Aug-2023 12:33:10 pm

Document Serial Number :- 2023-BRZ-4166

Presented at 12:28:50 pm on 21-Aug-2023 in the office of the Office of the Civil Registrar-cum-Sub

Registrar, Bardez along with fees paid as follows

Description	Rs.Ps
Stamp Duty	607200
Registration Fee	628130
Tatkal appointment fee	10000
Processing Fee	6120
Total	1251450
	Stamp Duty Registration Fee Tatkal appointment fee Processing Fee

Stamp Duty Required: 607200/-

Stamp Duty Paid : 607200/-

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#O	Party Name and Address	Photo	Thumb	Signature	
	PRADEEP AGGARWAL Designated Partner Of AZALEA HOMES LLP ,Father Name:Babu Lal Aggarwal,Age: 46, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 1717A, 1717B, Gurudwara Road, KotiaMubarakpur, Lodhi Road, Central Delhi, Delhi - 110003, Address2 - , PAN No.: ;	A second		LEA HOMES L	5

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	CHINMAY V. PATIL Alias CHINMAY VISHWASRAO PATIL Partner Of SEVEN C , Father Name:Vishwasrao Patil, Age: 43, Marital Status: ,Gender:Male,Occupation: Business, H. No. A/199, Verem, Ambekhan, Reis Magos, Bardez, Goa- 403114, PAN No.:	*		Partner

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	CHINMAY V. PATIL Alias CHINMAY VISHWASRAO PATIL, Father Name:Vishwasrao Patil, Age: 43, Marital Status: ,Gender:Male,Occupation: Business, H. No. A/199, Verem, Ambekhan, Reis Magos, Bardez, Goa- 403114, PAN No.: , as Power Of Attorney Holder for REMUN RAJ BHUTANI Partner Of SEVEN C			SEVEN C
3	PRADEEP AGGARWAL Designated Partner Of AZALEA HOMES LLP, Father Name:Babu Lal Aggarwal, Age: 46, Marital Status: ,Gender:Male,Occupation: Business, 1717A, 1717B, Gurudwara Road, KotiaMubarakpur, Lodhi Road, Central Delhi, Delhi - 110003, PAN No.:			LEA HOMES L

Witness:

14 Go: 14LU-GOA 11/20: 2024 I/We individually/Collectively recognize the Builder, POA Holder, Owner,

OJ4:12	Party Name and Address	Photo	Thumb	Signature
1 X	Name: PRAJOT PRABHAKAR TEMKAR, Age: 34, DOB: 1989-03-04, Mobile: 9637454645, Email:, Occupation: Service, Marital status: Married, Address: 403512, 1264 Kannaikwada Near Joshi General Store, 1264 Kannaikwada Near Joshi General Store, Morgim, Pernem, North Goa, Goa			Remisso
2	Name: MOHAN GANPATI SAIL,Age: 48,DOB: ,Mobile: 9822125386 ,Email: ,Occupation:Service , Marital status : Married , Address:403802, H. No. 129 Plot No. 88 Airport Road Near NSD Jairam Nagar Alto Dabolim, H. No. 129 Plot No. 88 Airport Road Near NSD Jairam Nagar Alto Dabolim, Dabolim, Mormugao, SouthGoa, Goa			

Sub Registrar

SUB-REGISTRAR

BARDEZ

Document Serial Number :- 2023-BRZ-4166

Document Serial No:-2023-BRZ-4166

Book :- 1 Document

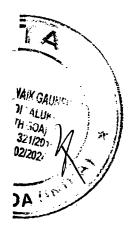
Registration Number :- BRZ-1-3989-2023

Date: 21-Aug-2023

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

SUB-REGISTRAR

scanned by Vailancia Costa (DEO)





Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 21-Aug-2023 12:36:48

Date of Receipt: 21-Aug-2023

Receipt No: 2023-24/9/3855

Serial No. of the Document: 2023-BRZ-4166

Nature of, Document : Agreement or its records or Memorandum of Agreement - 5

Received the following amounts from PRADEEP AGGARWAL Designated Partner Of AZALEA HOMES LLP

for Registration of above Document in Book-1 for the year 2023

\ \ \	Total Paid			CIN Number : CPACYUFQM3 / Five Thousands Two Hundred And Tenenty)
IEV.	Processing Fee	6120	E-Challan(Online fee)	• Challan Number : 202300579235
1	Tatkal appointment fee	10000	E-Challan(Online fee)	• Challan Number : 202300579242 • CIN Number : 202321683721882
	Registration Fee	628130	E-Challan(Online fee)	• Challan Number : 202300579235 • CIN Number : CPACYUFQM3 628130

Probable date of issue of Registered Document:

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LUKA IDA)

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL Please handover the Registered Document to the person named below

Name of the Person Authorized:

Samilaha Noute

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT The Registered Document has been handed over to on Dated 21-Aug-2023

Signature of the person receiving the Document

Signature of the Sub-Registrar

For AZALEA HOMES LLP

Signature of the Presenter

2/2

Certified True Copy of the Original

Reg. No. 5147 Date 7

SWETA NAIK GAUNEKE.
ADVOCATE & NOTARY
PANAJI, GOA.

THE RUPES

FIVE RU

caupers Two Lathe Sixty Eight Thousand Only) CITIZEN CREDIT CO-OP BANK LTD SURVEY NO. 125/2. PLOT NO. 158 147930 NEAR TEEN SUILDING ALTO, PORVORIM BARDEZ - GOA - 403521 D-5/STP(V)/CR/35/34/2011-RD

NDIA

Name of Purchaser Chinney N- Patit

For CITIZENCREDIT TO CO-OP. BANK LTD.

STAMP DUTY

Lumber. **Authorised Signatory**

MIN



DEED OF GIFT

This DEED OF GIFT made at Bardez Taluka and Registration Sub-District of Mapusa, Bardez - Goa, on this 29th day of April 2015;

BETWEEN



MR. AMIT ANAND SAWANT, son of Anand Manguesh Sawant, aged 38 years, unmarried, business, Indian national, having PAN Card No.

"resident of H. No. 92,

Vadim, Talaulim, Ponda - Goa, hereinafter referred to as "THE DONOR" (which expression shall unless repugnant to the context or meaning thereof mean and include

Domenuel

X Anit

his respective heirs, executors, administrators, legal representatives and assigns) OF THE ONE PART:

AND

TON STRATE OF THE PARTY OF THE

MR. CHINMAY VISHWAS PATIL, son of Vishwas Patil, aged 35 years, service, having PAN no.

, Indian National, resident of H. No. A/199, Verem-Ambekhan, Reis Magos, Bardez - Goa - 403 114, hereinafter called as "THE DONEE" (which expression shall unless repugnant to the context or meaning thereof mean and include his respective heirs,

duscured

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executors, administrators, legal representatives and assigns) OF THE OTHER PART:

WHEREAS:-

THOUGHT PART OF

The Donor herein is the owner of Property surveyed under survey no. 5/14 admeasuring 1675 sq. mts.), of Bardez Taluka, Sub-District Bardez, District of North described in the "SCHEDULE-I" hereunder written and shall hereinafter called as THE SAID PROPERTY'.

The DONOR, out of natural love and affection he has for the DONEE, is desirous of gifting all his rights,

Javared

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shares and entitlement in THE SAID PROPERTY to the DONEE herein, so as to confer absolute ownership right in the SAID PROPERTY in favour of the DONEE

NOW THERFORE THIS DEED OF GIFT WITNESSES AS UNDER:-

WOUNTER OF THE

1. In pursuance of the said intentions and in consideration of the desire of the DONOR to gift the PROPERTY to the DONEE herein, the DONOR out of his own free will and pleasure and in full possession of his senses does hereby convey, give,

Donound

assure, confirm, grant and transfer UNTO the DONEE by way of GIFT all his rights, titles and entitlements whatsoever in THE SAID PROPERTY, more specifically described in the Schedule I and survey plan of the said property is annexed as Annexure I, hereunder written TO HAVE, HOLD, OWN and ENJOY the same unto and to the use and benefit of the DONEE FOREVER as the absolute owner thereof. And thus DONEE the shall hereinafter be the absolute

Duranne

And

and exclusive owner of THE SAID PROPERTY and the DONOR shall have no right, title and interest in the same.

2. The DONEE shall from time to time and at all times hereafter peaceably and quietly, without any interruption whatsoever, enter upon, have, hold, occupy and possess THE SAID PROPERTY, hereby gifted, and receive and take rents, issues and profits thereof, and of

James rock

every part

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thereof,

owner, without any hindrance, interference or obstruction whatsoever from the DONOR.

4. The present gift is made without any reservations

5. The DONEE hereby declares that he accepts the present gift with gratitude and thanks.

6. For the purpose of stamp duty the SAID PROPERTY is valued at Rs. 67,00,000/- (Rupees Sixty Seven lakhs only)

Domaines

Ant

SCHEDULE-I

(Description of the "said property")

ALL that property situated within the limits of the Village Panchayat Reis Magos in the Taluka and Sub-District of Bardez, District of North Goa in the State of Goa, and surveyed under survey No. 5/14 of the Village of Reis Magos in the Taluka of Bardez in the State of Goa, admeasuring an area of 1675 sq. mts. The said property is bounded as follows:-

On the South: by road;

On the East : by nallha and

property bearing

Survey No. 5/15

Justin

Ani

of Village Reis

Magos;

On the West: by property

bearing Survey

No. 5/4 of Village

Reis Magos.

On the North: by property

bearing Survey

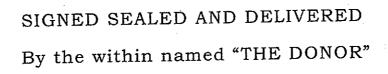
No. 5/5 of Village

Reis Magos.

IN WITNESS WHEREOF BOTH THE
PARTIES HERETO HAVE EXECUTED
THESE PRESENTS THE DAY DATE
YEAR FIRST HEREINABOVE
WRITTEN;

Domesunt

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MR. AMIT ANAND SAWANT,

L.H.F. Prints

R.H.F. Prints





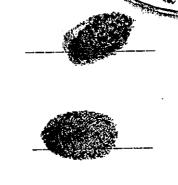








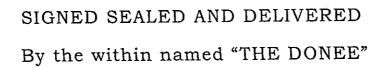












Agh

MR. CHINMAY VISHWAS PATIL

L.H.F. Prints

R.H.F. Prints











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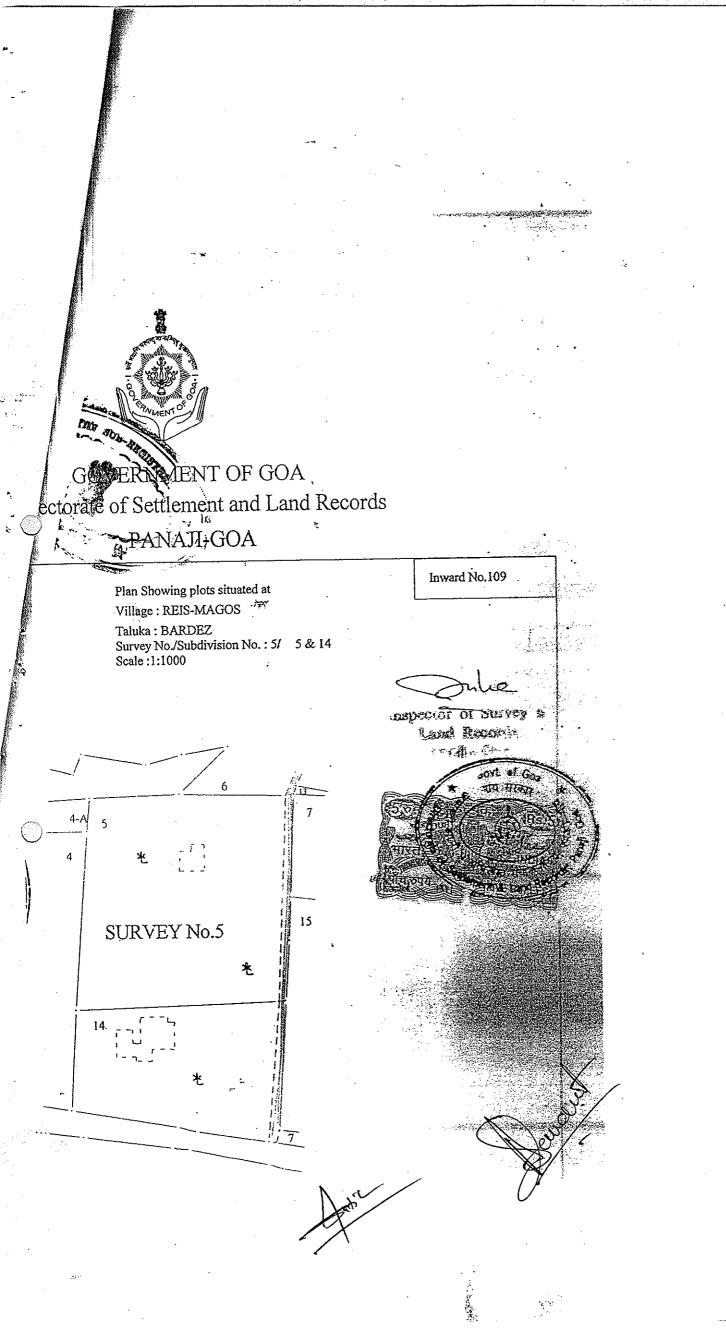
In the Presence of :-

1. halame.

2. Anand R. Pedreku Dolesku

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Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time: 30-04-2015 11:38:14 AM

Document Serial Number: 2087

Presented at 11:22:00 AM on 30-04-2015 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

C. No.	Description	Rs. Ps
Sr. No	Registration Fee	201000.00
<u>า</u>	Processing Fees	190.00
L	Total:	201190.00

Stamp Duty Required:

268000.00

Stamp Duty Paid: 268000.00

Chinmay Vishwas Patil presenter

Name	Photo	Thumb Impression	Signature
Chinmay Vishwas Patil , Married,Indian,age 35 Years,Service,r/o H.No A/199 Verem Ambekhan Reis Magos Bardez Gaz Pan No. , Herein is			Just

Endorsements

Executant

DIN-REGI

1 . Amit Anand Sawant, s/o Anand Manguesh Sawant, Married, Indian, age 38 Years, Business, r/oH. No 92, Vadim Talaulim Ponda - Goa Pan No.

Herein is the Donor

Photo	Thumb Impression	Signature
Photo		Howard

2. Chinmay Vishwas Patil, Married, Indian, age 35 Years, Service, r/o H. No A/199 Verem Ambekhan Reis Magos Bardez Goa Pan No. , Herein is the Donee

		magos
Photo	Thumb Impression	Signature

Identification

Sr - 30	
No. Witness Details Anand Replanekar, S/o Late Rovlu Pednekar, UnMarried, Indian, age 59 Years, Self Employed, r/o H.No. 55/8 Ansabaht Mapusa Bardez Goa Prasann Samal, S/o Padma Charan Samal, UnMarried, Indian, age 31 Years, Service, r/o H.No 543 Titta Waddo Nerul Bardez Goa	Signature

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

SUB-Registrar

BARDEZ

Book-1 Document
Registration Number BRZ-BK1-06016-2015
CD Number BRZD766 on
Date 19-05-2015

Sub-Registrar (Bardez)

Scanned By:-

SUB

B. DEZ

TRAN

Signaturé:

Designed and Developed by C-DAC, ACTS, Pune

Deliveredos 28/5/15