

BETWEEN

REALCON RESIDENCY LLP., a LLP incorporated under the Limited Liability Partners Act 2008, LLP Identification No.AAO-2705, having PAN No. [REDACTED] and their Registration office at 378, MMM Road Amritsar Amritsar PB 143001 IN, represented by its Partner **MR. VARUN NAGPAL**, Son of Vijay Kumar Nagpal, aged 37 years, businessman, married, Indian National, Holder of PAN No. [REDACTED] resident of 97- B, Manekshaw Road, Anupam Garden, Sainik Farm, New Delhi-110062 "**LAND OWNERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) vide Board of Resolution dated 01/06/2022 of the **FIRST PART**.

AND

VIANAAR HOMES PRIVATE LIMITED, a duly registered Company, having corporate identity no. U70101DL2013PTC252782, PAN Card no. [REDACTED], having their Registration office 97-B, Manekshaw Road Anupam Garden, Sainik Farm New Delhi South Delhi DL 110062 IN represented by one of their Director **MRS. NEELAM NAGPAL**, wife of Vijay Kumar Nagpal, aged 61 years, businesswoman, married, Indian National, resident of

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97- B, Manekshaw Road, Anupam Garden, Sainik Farm, New Delhi-110062 hereinafter referred to as **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) vide Board of Resolution dated 01/06/2022 of the **SECOND PART.**

AND WHEREAS there exists a Property known as "Colcan", also known as " Gumtachi xir" or "Guntachi Xir", admeasuring an area of 3169 sq. mtr, situated at Verla, Village, Taluka and Sub - District of North Goa, in the State of Goa and within the limits of Village Panchayat of Verla, described in the Land Registration Office of Bardez under No.31208, at page 86 of Book B 80, surveyed under Survey 52/32-A, Hereinafter referred to "SAID PROPERTY" and more particularly described in SCHEDULE I.

AND WHEREAS the property admeasuring an area of 4425, hereinafter referred to "said larger property", originally belonged to Mrs Ana Gracia Mascarenhas, widow of Jose Pedro de Souza, Mr.Jeremias Agostinho de Souza, Mr. Pedro Jose Gregorio de Souza and his wife Mrs.Rosa Matildas Braganca of Verla of Parra, Mrs.Carlotinha Adelaide Braganca wife of Saturnino Francisco de Souza, Mr.Mariano Leonildes de Souza and his wife Monica Rosalina Pinto, Mrs.Verediana Matias,

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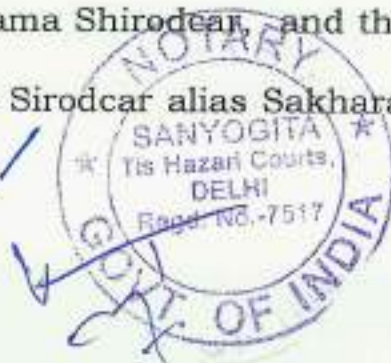


widow of Diogo Constancio de Souza ,and Mrs.Maria Sebastiana Monica da Silva, widow of Mr.Lourenco Francisco Trindade de Lemos.

AND WHEREAS vide Deed of Sale and Discharge dated 10/12/1959, registered at pages 55 onwards of Book No.69, of registration, at Mapusa Town, in the Notarial Office , situated at Saint Francis Road, in the jurisdiction of Bardez, before, Camilo Manuel Antonio Henrique do Rosario Souza, said Mrs. Ana Gracia Mascarenhas sold her share from the "said larger property" to Mr. Sacarai Balchondra Sirodcar alias Sakharam Alias Socaraia Sirodkar alias Sacarama Shirodcar, and the name of said Mr. Sacarai Balchondra Sirodcar alias Sakharam Alias Socaraia Sirodkar alias Sacarama Shirodcar is found to be inscribed, vide Inscription Certificate bearing Inscription No.39819 at page 72 of Book G 43.

AND WHEREAS vide Deed of Sale and Discharge dated 23/03/1957, registered under Number 108, at Mapusa Town, and in the Notarial Office, situated at St.Francisco Road, before Camilo Manuel Antonio Henrique do Rosario Souza, in the jurisdiction of Bardez, said Mr.Jeremias Agostinho de Souza sold his share from the "said larger property" to Mr. Sacarai Balchondra Sirodcar alias Sakharam Alias Socaraia Sirodkar alias Sacarama Shirodcar, and the name of said Mr. Sacarai Balchondra Sirodcar alias Sakharam Alias Socaraia Sirodkar

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alias Sacarama Shirodcar, is found to be inscribed, vide Inscription Certificate, bearing Inscription No.38995 at page 132 of Book G 42.

AND WHEREAS vide Deed of Sale and Discharge dated 21/03/1957, registered under Number 726, at Mapusa Town, Notarial office , Situated at St.Francisco Road, before Camilo Manuel Antonio Henrique do Rosario e Souza, in the jurisdiction of Bardez, said Mr. Pedro Jose Gregorio de Souza and his wife Mrs. Rosa Matildas Braganca of Verla of Parra, Mrs. Carlotinha Adelaide Braganca wife of Saturnino Francisco de Souza, Mr. Mariano Leonildes de Souza and his wife Monica Rosalina Pinto, Mrs. Verediana Matias, widow of Diogo Constancio de Souza ,and Mrs. Maria Sebastiana Monica da Silva, widow of Mr. Lourenco Francisco Trindade de Lemos sold their share from the "said larger property" , to Mr. Sacarai Balchondra Sirodcar alias Sakharam Alias Socaraia Sirodkar alias Sacarama Shirodcar, and the name of said Mr. Sacarai Balchondra Sirodcar alias Sakharam Alias Socaraia Sirodkar alias Sacarama Shirodcar, is found to be inscribed, vide Inscription Certificate, bearing Inscription No.38991 at page 131 overleaf of Book G 42.

AND WHEREAS Pursuant to the Deed of Sale and Discharge dated 10/12/1959, 23/03/1957 & 21/03/1957, Mr. Sacarai Balchondra Sirodcar alias Sakharam Alias Socaraia Sirodkar alias Sacarama Shirodcar married to Mrs. Kamlavati Alias

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Mandira Sakharam Shirodkar , became exclusive owner in possession of the "said larger property".

AND WHEREAS said Mr. Sacarai Balchondra Sirodcar alias Sakharam alias Socaraia Sirodkar alias Sacarama Shirodcar expired on 24/02/1992, at Verla, Bardez- Goa, and his wife Mrs. Kamlavati alias Mandira Sakharam Shirodkar expired on 05/07/2002, at Verla, Bardez-Goa, leaving behind MR. RAVINDRA SAKHARAM SHIRODKAR Alias RAVINDRA SAKHARAI SHIRODKAR Alias RAVINDRA SHIRODKAR, MRS. GITA R SHIRODKAR Alias GEETA RAVINDRA SHIRODKAR, MR. RAMESH SAKHARAM SHIRODKAR, MRS. RESHMI RAMESH SHIRODKAR, MR. DAYANAND SAKHARAM SHIRODKAR Alias MR. DAYANAND SACARAI SHIRODKAR Alias MR. DAYANAND S. SHIRODKAR and MRS. VANDANA D. SHIRODKAR alias VANDANA DAYANAND SHIRODKAR as their legal heirs which is confirmed by Succession Deed dated 07/06/2012, which came to be executed before in the Judicial Division of Bardez, in the Notarial Office situated on the second floor in the building Essar Trade Centre, at Morord Mapusa, Goa, before Smt. Nandini Alornekar, Mr, Civil Registrar-cum-Sub Registrar, Notary , Ex Officio of the said Judicial Division.

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AND WHEREAS the said MR. RAVINDRA SAKHARAM SHIRODKAR Alias RAVINDRA SAKHARAI SHIRODKAR Alias RAVINDRA SHIRODKAR, MRS. GITA R SHIRODKAR Alias GEETA RAVINDRA SHIRODKAR, MR. RAMESH SAKHARAM SHIRODKAR, MRS. RESHMI RAMESH SHIRODKAR, MR. DAYANAND SAKHARAM SHIRODKAR Alias MR. DAYANAND SACARAI SHIRODKAR Alias MR. DAYANAND S. SHIRODKAR and MRS. VANDANA D. SHIRODKAR alias VANDANA DAYANAND SHIRODKAR thereafter filed a suit for Partition of the "said larger property", admeasuring an area of 4425 sq.mtrs, bearing Special Civil Suit No.27/2016/C, in the Court of the Civil Judge Senior Division at Mapusa.

AND WHEREAS, the suit for Partition was decreed by the Civil Judge Senior Division at Mapusa, by an order dated 21/07/2016, as per the consent terms, thereby allowing the said MR. RAVINDRA SAKHARAM SHIRODKAR Alias RAVINDRA SAKHARAI SHIRODKAR Alias RAVINDRA SHIRODKAR, MRS. GITA R SHIRODKAR Alias GEETA RAVINDRA SHIRODKAR, MR. RAMESH SAKHARAM SHIRODKAR, MRS. RESHMI RAMESH SHIRODKAR, MR. DAYANAND SAKHARAM SHIRODKAR Alias MR. DAYANAND SACARAI SHIRODKAR Alias MR. DAYANAND S. SHIRODKAR and MRS. VANDANA D. SHIRODKAR alias VANDANA DAYANAND SHIRODKAR to partition (3/4th share) their share

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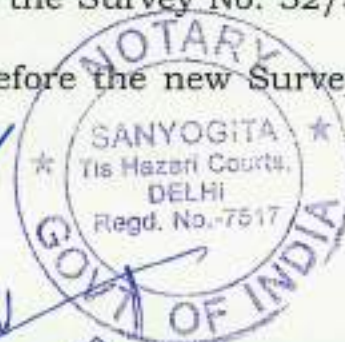
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SANYOGITA
The Hazari Courts,
DELHI
Regd. No.-7517
INDIA

of the property admeasuring an area of 3169 sq.mtrs, from the "said larger property", admeasuring 4425 sq.mtrs.

AND WHEREAS the said MR. RAVINDRA SAKHARAM SHIRODKAR Alias RAVINDRA SAKHARAI SHIRODKAR Alias RAVINDRA SHIRODKAR, MRS. GITA R SHIRODKAR Alias GEETA RAVINDRA SHIRODKAR, MR. RAMESH SAKHARAM SHIRODKAR, MRS. RESHMI RAMESH SHIRODKAR, MR. DAYANAND SAKHARAM SHIRODKAR Alias MR. DAYANAND SACARAI SHIRODKAR Alias MR. DAYANAND S. SHIRODKAR and MRS. VANDANA D. SHIRODKAR alias VANDANA DAYANAND SHIRODKAR accordingly filed an application bearing No. 15/217/2017/PART/LAND, before the Hon'ble Court of the Deputy Collector & SDO Bardez-Mapusa ,Goa, as per the order dated 21/07/2016, passed by the Civil Judge Senior Division at Mapusa, for partitioning their share of the property admeasuring an area of 3169 sq.mtrs, hereinafter referred to as the " SAID PROPERTY".

AND WHEREAS the said Hon'ble Court of the Deputy Collector & SDO Bardez-Mapusa ,Goa was pleased to pass a confirmation order, dated 15/10/2018, thereby partitioning the "SAID PROPERTY" and allotting a new Sub Division No. 32-A respectively, of the Survey No. 52/32 of Verla Village in Bardez Taluka, therefore the new Survey No. 52/32-A , was

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hereby confirmed by the said Deputy Collector & SDO Bardez-Mapusa ,Goa.

AND WHEREAS the names of the MR. RAVINDRA SAKHARAM SHIRODKAR, MRS. GITA R SHIRODKAR, MR. DAYANAND SAKHARAM SHIRODKAR, MR. RAMESH SAKHARAM SHIRODKAR, MRS. RESHMI RAMESH SHIRODKAR and MRS. VANDANA D. SHIRODKAR have been duly mutated in the Survey records of the "SAID PROPERTY", by mutation bearing No. 69756.

AND WHEREAS the Form I and XIV pertaining to the property bearing Survey No. 52/32-A of Village Verla, indicates the name of all the MR. RAVINDRA SAKHARAM SHIRODKAR, MRS. GITA R SHIRODKAR, MR. DAYANAND SAKHARAM SHIRODKAR, MR. RAMESH SAKHARAM SHIRODKAR, MRS. RESHMI RAMESH SHIRODKAR and MRS. VANDANA D. SHIRODKAR, as the owners of "SAID PROPERTY", admeasuring an area of 3169 sq,mtrs.

AND WHEREAS the said MR. RAVINDRA SAKHARAM SHIRODKAR, MRS. GITA R SHIRODKAR, MR. DAYANAND SAKHARAM SHIRODKAR, MR. RAMESH SAKHARAM SHIRODKAR, MRS. RESHMI RAMESH SHIRODKAR and MRS. VANDANA D. SHIRODKAR have sold the SAID PROPERTY to LAND OWNERS vide Deed of Sale dated 7/12/2021 which came to be registered before the Sub Registrar of Bardez under

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THE HIGHER COURTS,
DELHI
Regd. No.-7617
GOVT. OF INDIA

registration no BRZ-1-4529-2021, book no 1 dated 8/12/2021.

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

AND WHEREAS the Developer is engaged in the business of developing land into residential and other projects, and its commercial utilization by marketing and selling the constructed units;

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

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

DEVELOPMENT OF THE SAID PROPERTY

1. Developer shall develop and construct residential buildings and associated structures with a total super built-up area of, subject to compliance with applicable laws on floor area ratio (FAR), at least 3169 square meters

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on the Said Property (hereinafter referred to as 'Residential Units'). For this, Land Owners grant to the Developer the right of development and commercial utilization of the Said property, and the license to enter into the Said property to do the foregoing.

2. Without prejudice to the generality of the development rights granted under the above clause, the Developer shall:

a) At its own cost, complete the design for the Residential Units. Developer shall prepare this design as per building laws and will take into account the permitted floor area ratio (FAR). Developer shall then hand over the designs to the Land Owners.

b) Developer shall work to obtain approval for home/flat/villa loan facility from banks for the benefit of the prospective buyers of the Residential Units.

c) Developer shall obtain (i) technical clearance and other approvals from the Town and Country Planning Department, Goa; (ii) permission from the Panchayat; (iii) permission for cutting the trees and other vegetation on the Said Property; and (iv) any other approval required for commencing construction of the Residential Units.

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- d) Developer shall then, at its own cost, develop and construct the Residential Units within a period of 36 months. Further, development and construction of the Residential Units means that the Developer shall develop and construct the Residential Units such that they are ready for being applied for completion certification, occupancy certificate, and electricity and water connections
- e) The time period specified in sub-clause (d) above excludes days on account of delays caused by force majeure events. Force majeure events means any event that is beyond the control of the Developer, or any event that the developer could not foresee; and which event affects the performance of Developer's obligations. Illustrative examples of force majeure events include acts of God like earthquake and flood, riots, lockdowns or civil commotion, and directions by statutory or governmental authorities or court order delaying construction activities. Developer undertakes to keep the Land Owners adequately informed about the happening of any force majeure events.

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A circular notary seal for Sanyogita, located at 115 Hazari Courts, Delhi. The seal includes the text 'NOTARY', 'SANYOGITA', '115 Hazari Courts, DELHI', 'Regd. No.-7517', and 'GOVT. OF INDIA'. There are two stars on either side of the central text. A handwritten signature is written over the seal.

f) Obtain adequate insurances.

Marketing and sale of Residential Units

4. Developer has the right to commercially exploit, market and sell the present or future properties in the Residential Units at any stage that it deems fit. For this, Land Owners grant the Developer necessary rights.

5. Without prejudice to the generality of the above clause-

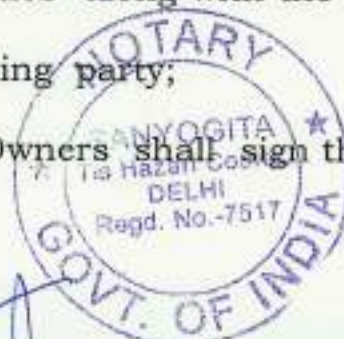
a. Developer may enter into agreement to sell of flats/Villas/units of the present or future properties in the Residential Units on ownership basis with prospective buyers. Developer shall determine the content of those agreements;

b. Developer shall determine the price at which the present or future properties in the Residential Units shall be sold to prospective buyers. However, the Developer shall determine this price only in consultation with the Land Owners;

c. Developer has the right to execute necessary documents including agreements to sell and get them registered with the concerned authorities along with the Land Owners as the confirming party;

d. Land Owners shall sign the sale deeds as per

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the instructions and directions of the Developer;

- e. Developer has the right to sell and dispose of the Residential Units along with the gardens, parking area, common area etc. at the price determined in sub-clause (b) above; and
- f. Developer has the right to enforce the terms and conditions of the agreements to sell with the prospective buyers including receiving installment amounts;
- g. Developer shall be responsible to collect and deposit GST wherever applicable on sale of residential units.
- h. Developer shall be responsible to complete compliance under all statutory laws including RERA.

Payment to the Developer and Indemnity

- 6. Land Owners shall receive 20% of the gross revenue from the sale of the Residential Units in the said property. Developer shall receive the remaining revenue from the sale of the Residential Units in the said property.
- 7. Land Owners shall indemnify and keep the Developer indemnified from and against any losses, claims and expenses suffered and incurred by the Developer on account of or in connection with (i) non-performance by

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the Land Owners of its obligations under this agreement; (i) Wrongful Termination (as defined in clause 18) of this agreement; and (iii) any other mala-fide act of the Land Owners.

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

Representations, warranties and undertakings

9. Land Owners represent, warrant and undertake as follows:

- a) All the representations contained in the recitals are true, correct and complete.
- b) Land Owners are the absolute owner and in possession of the Said property
- c) The Said property is free from all encumbrances, prior claims and claims of adverse possession, and the Land Owners undertake not to create any encumbrances on the Said property in future;
- d) There is no pending legal proceeding with respect to the Said property;
- e) Land Owners undertake to enter into and

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execute all such documents and deeds that may be required for giving effect to this Agreement, and agreement to sell or sale deed in favour of prospective buyers of properties in the Residential Units; and

Termination

10. This agreement can be terminated or discharged only in accordance with the provisions of the Indian Contract Act, 1872. Any other termination of this agreement by either the Developer or the Land Owners shall be 'Wrongful Termination'.

Miscellaneous

11. In relation to the development of the Said property, Developer may accept service of writ or summons or any such legal summons on behalf of the Land Owners and appear in any court or before any authority as the duly constituted attorney. Developer may also sue, prosecute, or institute other legal proceedings on behalf of the Land Owners.

12. Land Owners authorize the Developer to do and perform all acts, deeds, matter and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to this Agreement.

13. It is clarified between the Land Owners and the Developer that:

a) This agreement does not constitute a sale of

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the Said Properties by the Land Owners to the Developer;

b) This agreement is not a partnership agreement or a joint venture agreement, and the Land Owners and the Developer are not association of persons; and

c) Land Owners and the Developer shall be individually responsible for paying their tax obligations.

14. If any provision of this agreement is invalid or unenforceable or prohibited by law, this agreement shall be considered severable as to such provision and such provision shall be inoperative but the remainder of this agreement shall be valid, binding and of like effect as though such invalid, unenforceable or provision was not included herein.

15. Any notice or communication between the parties hereto relating to this agreement shall be strictly effective upon receipt, and shall be sent by hand delivery, by registered post or by email (and followed with a telephone call informing of the said notice or communication) to:

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If to the Land Owners:

REALCON RESIDENCY LLP

Kind attention: **MR. VARUN NAGPAL**

If to the Developer:

VIANAAR HOMES PVT LTD

Kind attention: **MRS. NEELAM NAGPAL**

16. In the event a dispute arises out of, or in relation to, or in connection with this agreement, the parties (hereinafter referred to as the 'Disputing Parties') shall attempt in the first instance to resolve such dispute through negotiations between them. If the dispute is not resolved through negotiations within seven (7) business days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing) then either of the **Disputing Parties** may by notice in writing to the other party, refer the dispute for resolution through arbitration in Delhi in accordance with the Arbitration and Conciliation Act, 1996

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SCHEDULE I

(Description of the "SAID PROPERTY")

ALL THAT property admeasuring 3169 sq. mts. Known as "Colcan" also known as "Guntachi Xir," or "Guntachi Xir", situated at village Verla within the limits of village Panchayat of Verla, Taluka and Sub-District of North Goa, and the said property is described in the Land Registration Office of Bardez under No.31208, at page 86 of Book B 80, and is presently surveyed in the Record of Rights under Survey No. 52/32-A of Village Verla admeasuring an area of 3169 square meters bounded as under:-

ON THE NORTH- By Public Road.

ON THE SOUTH - By property surveyed under Survey No.52/32, of village Verla.

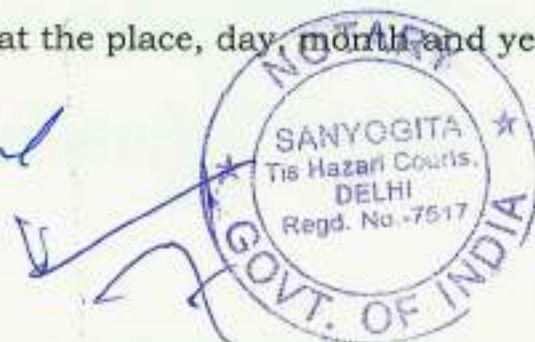
ON THE EAST - By property surveyed under Survey No.52/33, 52/34 and 52/35 of village Verla.

ON THE WEST- By property surveyed under Survey No.52/25 of village Verla.

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IN WITNESS WHEREOF, the Land Owners and the Developer have signed and affixed their signatures on this development agreement after understanding its contents at the place, day, month and year first written above.

J. L. Jyoti



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

SIGNED AND DELIVERED
by the within named **DEVELOPER**
VIANAAR HOMES PRIVATE LIMITED
Represented by its Director
MRS. NEELAM NAGPAL

ATTESTED

NOTARY PUBLIC DELHI



02 JUN 2022