



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

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Certificate No. : IN-DL74352867826325U
Certificate Issued Date : 06-Jan-2022 11:22 AM
Account Reference : IMPACC (IV)/ d1857503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL74352867826325U
Purchased by : ISHOM ESTATE PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ISHOM ESTATE PVT LTD
Second Party : VIANAAR INFRA LLP
Stamp Duty Paid By : ISHOM ESTATE PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

सत्यमेव जयते



Please write or type below this line

DEVELOPMENT AGREEMENT

This development agreement for sale is made at Delhi, on
this ____ day of the month of January of the year Two
Thousand and Twenty Two (15/01/2022)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.thee-stamp.com or using e-Stamp Mobile App of Bank Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

ISHOM ESTATE PVT LTD, a duly registered Company, having corporate identity No. U74999DL2017PTC323700 and PAN Card No. [REDACTED], having registered office at, H.No 97-B GF, Manak Shaw Road , Anupam Garden, Saidulajab, Delhi South Delhi DL 110068 IN represented herein by its Director **MRS. NEELAM NAGPAL**, wife of Mr. Vijay Kumar Nagpal, aged 61 years, Business, Married, Indian National, holding PAN Card number [REDACTED] resident of 97/B, Manekshaw Road, Anupam, Garden, Sainik Farm, New Delhi-110062 hereinafter referred to as **"LAND OWNERS"** (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) of the **FIRST PART**.

AND

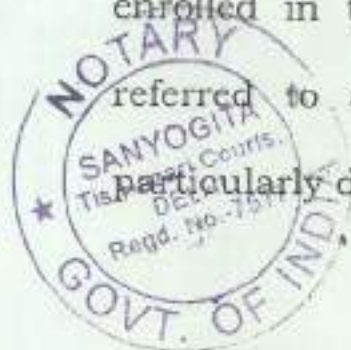
VIANAAR INFRA LLP., a LLP incorporated under the Limited Liability Partners Act 2008, LLP Identification No. AAP-0902, PAN No. [REDACTED] and their registered office at 378, MMM Road, Amritsar Amritsar, Punjab- 143001 represented herein by its Managing Director **MR. AKSHAY**



CHAUDHRY, son of Late Ajay Chaudhry, 37 years of age, married, Holder of PAN Card no. [REDACTED] Indian National, r/o E 47, Sector 39, Near Ryan International School, Noida Gautam Buddha Nagar Uttar Pradesh 201310 hereinafter referred to as "**DEVELOPER**" (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) of the **SECOND PART.**

AND WHEREAS there existed a Larger Property admeasuring an area of 8850 sq. mts. known as "Lourenco Esteves" or Ninety Second lote de 5/6 partes do Palmar" a conta de Muturia Ambeachem Batta" with 1/3 of its annex named "BATULEM" also known as "AMBEA KENI" situated at Village Nerul, within the jurisdiction of Village Panchayat of Nerul, Taluka and Sub-District of Bardez, District North Goa, State of Goa, presently surveyed under Survey No. 85 Sub-Division No. 8 (Survey No. 85/8) of Village Nerul, which property is described in the Land Registration Office (Conservatoria do Registo Predial Office) Panaji under No. 3631 at page 109 of Book No. B-1-New No 10 of Bardez and not known to be enrolled in the Taluka Land Revenue Office hereinafter

referred to as the "**SAID LARGER PROPERTY**" more particularly described in the Schedule I hereinafter.



AND WHEREAS out of the Said Larger Property which is more particularly described in Schedule I herein above there exist a property admeasuring 6451 sq. mts. forming part of the larger property named "Lourenco Esteves" or Ninety Second lote de 5/6 partes do Palmar" a conta de Maturia Ambeachem Batta" with 1/3 of its annex named "BATULEM" also known as "AMBEA KENI" situated at Village Nerul, within the jurisdiction of Village Panchayat of Nerul, Taluka and Sub-District of Bardez, District North Goa, State of Goa, presently surveyed under Survey No. 85 Sub-Division No. 8-A (Survey No. 85/8-A) of Village Nerul, and this property shall hereinafter be referred to as the (**SAID PROPERTY**), and more particularly described under SCHEDULE II herein below.

2. 19/10/19
AND WHEREAS all that portion of land denominated as "Plot A" admeasuring an area of 3125 square meters which forms an exclusive and independent part of the SAID PROPERTY described in Schedule II, within the jurisdiction of Village Panchayat of Nerul, Taluka and Sub-District of Bardez, District North Goa, State of Goa more particularly described under SCHEDULE III herein below and this plot shall hereinafter be referred to as the 'SAID PLOT A'),



AND WHEREAS the SAID LARGER PROPERTY originally belonged to Mr. Avelino de Souza.

AND WHEREAS the SAID LARGER PROPERTY came to be purchased by Mr. Domingos Joao da Silva from Mr. Avelino de Souza vide Deed of Purchase and Sale dated 23/5/1890 drawn up at Fls 16v of the Deed Book No. 151 of the Assistant Notary of this Judicial Division Joao Copertino da Caridade Frias.

AND WHEREAS pursuant to said Deed of Purchase and Sale dated 23/5/1890 the name of Domingos Joao da Silva stand inscribed in his favor under Inscription of transfer no 1954 at folio 289 of Book G 3, of the Land Registration Records of the then Judicial Division of Bardez.

AND WHEREAS the said Domingos Joao da Silva alias Domingos Joao de Silva or Domingos Alexio Joao da Silva alias Joao Silva was married to Felicidade D'Souza alias Felicidade de Souza alias Felicidade D'Silva under the regime of general communion of assets and out of wedlock they had five Children which are as follows:

- Damaso Franco Mariano de Silva
- Augusto Joaquim Faustino de Silva



- Romano Nascimento de Silva

- Faustino Batista de Silva

- Bartolomeu de Silva

AND WHEREAS the said Domingos Joao da Silva alias Domingos Joao de Silva or Domingos Alexio Joao da Silva alias Joao Silva expired leaving behind his wife Felicidade D'Souza alias Felicidade de Souza alias Felicidade D'Silva and his Five Children.

AND WHEREAS pursuant the death of said Domingos Joao da Silva alias Domingos Joao de Silva or Domingos Alexio Joao da Silva alias Joao Silva the name of Felicidade de Souza and his five children namely a) Damaso Franco Mariano de Silva b) Augusto Joaquim Faustino de Silva c) Romano Nascimento de Silva d) Faustino Batista de Silva e) Bartolomeu de Silva came to be recorded in the Registo de Agremensor of the provisional number of the property bearing number 391.

19/10/35
AND WHEREAS the Office of the Directorate of Services and Land Survey on 12/4/1935 has duly conducted verification and demarcation of property known as "LOURENCO ESTEVES or MUTURIA AMBEACHEM BATTA and annex



BATULEM composed of two parcels belonging to Felicidade de Souza, Romano Nascimento da Silva, Augusto Joaquim Faustino da Silva, Faustino Batista da Silva and Bartolomeu da Silva and Damaso Franco Mariano da Silva having old Cadastral Survey Nos. 391 and 394 and with the consent of the adjoining neighbors/respective parties the first one with four laterite landmarks and the second with five laterite landmarks.

AND WHEREAS a corresponding certificate has been prepared by Civil Engineer Bosco M Gonsalves, certifies that the old cadastral survey no 391 and the property bearing survey no 85/8 are one and same property.

AND WHEREAS a corresponding certificate dated 2/9/2020 issued by Domiana Nazareth Superintendent of Survey and Land Records also certifies that the old cadastral survey no 391 and the property bearing survey no 85/8 are one and same property.

AND WHEREAS the said Damaso Franco Mariano da Silva alias Damasco Franco D'Silva alias Damaso F D'Silva alias Damaso Franklin D'Silva alias Damasco Franco Mariano D'Silva alias Damaso Franco D'Silva alias Damasso alias Damaso Franco Mariano de Silva Franco alias Damasao



Franco Mariano de Silva married to Lily D'Silva alias Lilly (Maria Elisa) D'Silva alias Maria Eliza Lilia D'Silva alias Maria Eliza Lilia Goveia alias Maria Elisa Lilia Goveia.

AND WHEREAS the said Augusto Joaquim Faustino da Silva alias Augusto Joaquim Faustino de Silva alias Agostinho D'Silva was a bachelor.

AND WHEREAS the said Romano Nascimento da Silva alias Romano Nascimento de Silva alias Romano Nascimento de Silva was married to Helena Ana Rita Alvares alias Alena Ana Rita Alvares.

AND WHEREAS the said Faustino Batista de Silva alias Faustino Baptist D'Silva alias Faustino Baptista D'Silva was a Bachelor.

AND WHEREAS Bartolomeu de Silva alias Curcino da Silva alias Bartholomeu da Silva alias Cursino D'Silva was a Bachelor.

AND WHEREAS thereafter vide Deed of Sale dated 16/3/1979 the said Faustino Baptista da Silva sold a part of the larger property an area approximately 2398.75 square meters to Mr. Paulo Rafael Agostinho do Santos which came



to be registered before the Sub Registrar of Ilhas under registration no 254 at pages 238 to 242 of Book no I, Vol no 135 dated 31/5/1979.

AND WHEREAS thereafter an Inventory proceedings bearing number 602/2018/B came to be initiated by Mrs. Nancy Susan D'Silva Before the Civil Court Senior Division at Mapusa on the death of her great grandparents i.e Domingos Joao da Silva alias Domingos Joao de Silva or Domingos Alexio Joao da Silva alias Joao Silva and Felicidade D'Souza alias Felicidade de Souza alias Felicidade D'Silva.

AND WHEREAS the said Felicidade D'Souza expired on 15/8/1939 while her husband had pre-deceased her and both of them expired without leaving behind any will or any other disposition of their last wishes but on their demise have left behind their 5 children namely

- Damaso Franco Mariano de Silva married to Lily D'Silva
- Augusto Joaquim Faustino da Silva who was a bachelor
- Romano Nascimento de Silva married to Helana Ana Rita Alvares
- Faustino Batista de Silva who was a bachelor
- Bartolomeu de Silva who was a bachelor



AND WHEREAS the said Damaso Franco Mariano de Silva expired on 27th June 1944 and his wife Lily D'Silva expired on 12th July 2005 both intestate without leaving behind any will or any other disposition of their last wishes but leaving behind their son as their only universal heir namely:

- Maurice Silvestre Francis da Silva alias Maurice Silvestre Francis D'silva alias Maurice S.F D'Silva alias Maurice D Silva alias Mauricio Silvestre Francisco da Silva alias Maurice da Silva who was married to Mrs. Carmen D'Silva alias Carmen Fernandes alias Carmen Agnes Julie Fernandes alias Carmen Agnes Julie D'Silva

AND WHEREAS the said Maurice Silvestre Francis da Silva expired on 17th September 2016 intestate without leaving behind any will or any other disposition of his last wishes but left behind his wife Mrs. Carmen D'Silva as his widow and half sharer and his two children as his only and universal heirs namely

- Mrs. Nancy Susan D'Silva alias Nancy Susan Fernandes married to Roy Fernandes
- Mr. Kevin Frank Ignatius D'Silva alias Kevin D'Silva married to Mrs. Charmaine Dias alias Charmaine Jessica Dias.



AND WHEREAS the said Augusto Joaquim Faustino da Silva expired on 21st April 1979 in the status of a Bachelor.

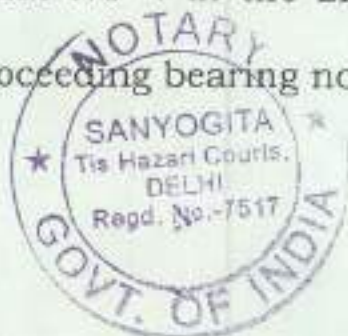
AND WHEREAS the said Romano Nascimento da Silva expired on 25th November 1979 and his wife Mrs. Helena Ana Rita Alvares expired on 5th September 1932 without leaving behind any will or any other disposition of their last wishes but left behind their only son as their sole universal legal heir namely

- Mr. Domingos Joao Xavier da Silva alias Domingos Joao Xavier de Silva alias John 'Silva who was married to Mrs. Winifred da Silva alias Venifrida Afonso alias Vinifred Afonsa.

AND WHEREAS the said Faustino Batista de Silva who was Priest expired on 8th August 1982 as a Bachelor.

AND WHEREAS the said Bartolomeu de Silva who expired on 4th February 1956 as a Bachelor.

AND WHEREAS the SAID PROPERTY came to mentioned as ITEM NO 4 in the LIST OF ASSETS filed in the Inventory Proceeding bearing no 602/2018/B.



AND WHEREAS the SAID PROPERTY came to be allotted/partitioned to the extent of $\frac{1}{4}$ undivided right and share in favor of Nancy Susan D'Silva who is married to Roy Fernandes, $\frac{1}{4}$ undivided right and share to Mr. Kevin Frank Ignatius D'Silva who is married to Charmaine Dias and the said Mrs. Carmen D'Silva who is their mother has being paid off and satisfied in terms of money by the said Nancy Susan D'Silva who is married to Roy Fernandes and Mr. Kevin Frank Ignatius D'Silva who is married to Charmaine Dias and $\frac{1}{2}$ undivided right and share to Mr. Domingos Joao Xavier da Silva who is married to Mrs. Winifred da Silva.

AND WHEREAS vide its order and decree dated 14/8/2019 passed by the Civil Court Senior Division at Mapusa in Inventory Proceedings bearing no 602/2018/B was pleased to Confirm and made absolute the Final Chart of Allotment in favour of Mrs. Nancy Susan D'silva Alias Nancy Susan Fernandes, Roy Fernandes, Carmen Agnes Julie D'silva Alias Carmen Agnes Julie Fernandes, Kevin Frank Ignatius D'silva alias Kevin Frank D'silva alias Kevin Maurice DSilva and Mrs. Charmaine Dias alias Charmaine D Silva alias Charmaine Jessica Dias Alias Charmaine Jessica Dsilva Alias Charmaine Jessila Dias.



17/10/2019

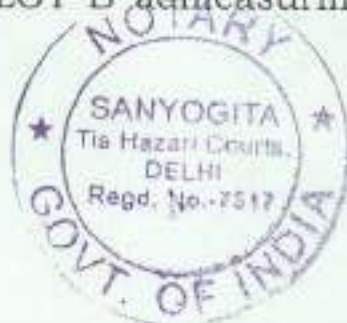
AND WHEREAS thereafter a Deed of Succession dated 20/12/2019 came to initiated before the Civil Registrar Cum Sub Registrar at Mapusa on the death Winnie Jhon de Silva alias Vinifred Afonsa alias Vemfrida Afonso alias Winie de Silva alias Winnie or Helena Ana Rita Alvares wife Mr. Domingos John Xavier da Silva who expired on 21/10/2019 at Karuna Hospital without leaving any will or any other disposition of her last wishes but however leaving behind her husband Mr. Domingos John Xavier da Silva alias Domingos Joao Xavier alias Domingos Joao Xavier de Silva alias Domnic John alias Dominic John Xavier da Silva alias Dominic John Xavier to whom she was married under the regime of general communion of assets who is her widower and half sharer but left behind her two sons and one daughter namely Mr. Donatus Dorez Da Silva who is married to Mrs. Priya Geneveve Lynette Cardoz alias Priya Da Silva alias Priya Donatus Da Silva, Mr. Sunil Fletcher Da Silva married to Mrs. Meena Sunil Da Silva alias Meena D'Cruz, and Mrs. Maria Helene D Silva married to Ryan Francis Fernandes which came to be executed before the Office of the Civil Registrar Cum Sub-Registrar & Notary Ex-Officio Bardez Mapusa-Goa drawn at Folio No. 46V to 49 of Book No. 867.



AND WHEREAS on the basis of the inventory proceeding bearing no 602/2018/B and Deed of Succession dated 20/12/2019 the said vendors have got their names duly mutated under mutation no 74111 in the survey records of the SAID PROPERTY.

AND WHEREAS the SAID PROPERTY came to partitioned before the Deputy Collector of Mapusa which came to be registered under case no 15/119/2020/Part/Land/II and vide its order dated 6/10/2020 the SAID PROPERTY has obtained a separate survey no 85 sub division 8-A of Nerul Village Bardez.

19/10/20
AND WHEREAS the said Mrs. Nancy Susan D'silva, Mr. Roy Fernandes, Mrs. Carmen Agnes Julie D'silva, Mr. Kevin Frank Ignatius D'silva, Mrs. Charmaine Dias, Mr. Domingos Joao Xavier Da Silva, Mr. Donatus Dores Da Silva, Mrs. Priya Donatus Da Silva, Mr. Sunil Fletcher Da Silva, Mrs. Meena Sunil Da Silva, Mrs. Maria Helene Fernandes, Mr. Ryan Francis Fernandes have filed an application under Section 49(6) of the Town and Country Planning Act before the Town and Country Planning Department for plotting the SAID PROPERTY into two plot i.e PLOT A admeasuring an area of 3125 square meters and PLOT B admeasuring an area of 3326 square meters.



AND WHEREAS the said Mrs. Nancy Susan D'silva, Mr. Roy Fernandes, Mrs. Carmen Agnes Julie D'silva, Mr. Kevin Frank Ignatius D'silva, Mrs. Charmaine Dias, Mr. Domingos Joao Xavier Da Silva, Mr. Donatus Dores Da Silva, Mrs. Priya Donatus Da Silva, Mr. Sunil Fletcher Da Silva, Mrs. Meena Sunil Da Silva, Mrs. Maria Helene Fernandes, and Mr. Ryan Francis Fernandes sold the Said Property described under SCHEDULE II to the LAND OWNER vide Deed of Sale dated 15/6/2021 which came to registered under registration no BRZ-1-2218-2021, Book 1 dated 23/6/2021

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;

19/11/21
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 3125 square meters 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.

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.

f) Upon development and construction of the Residential Units, Developer shall obtain the completion certificate, occupancy certificate, and electricity and water connections for the properties.

3. For the purposes of the above, Developer has the right

a) Apply for and obtain clearances,



permissions and approvals that the Land Owners are not required to obtain under this agreement;

- b) Sign application, writings, papers, undertakings and such other documents in relation to the above;
- c) Enter upon the Said Property with men and material as may be required for the development work and demolish any existing structures on the Said Property and erect new buildings and constructions;
- d) Appoint architects, contractors, sub-contractors, surveyors etc. As may be required and supervise their work in respect of the development of the Said Property;
- e) Apply for modifications of the designs and building plan from time to time, if required; and
- f) Obtain adequate insurances.

Marketing and sale of Residential Units



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 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 15% 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



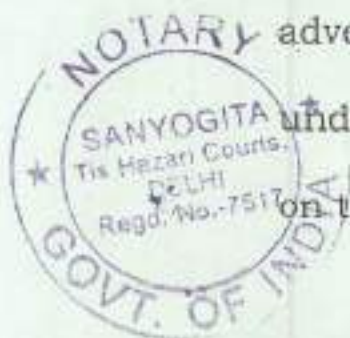
by the Land Owners of its obligations under this agreement; (i) Wrongful Termination (as defined in clause 18) of this agreement; and (iii) any other mala-fide act of the Land Owners.

8. Developer shall indemnify and 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
- d) encumbrances, prior claims and claims of adverse possession, and the Land Owners undertake not to create any encumbrances on the Said Property in future;



e) There is no pending legal proceeding with respect to the Said Property;

f) Land Owners undertake to enter into and 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

4
19/11/2017
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 the Said Property 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.



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:

If to the Land Owners:

ISHOM ESTATE PVT LTD

Kind attention: **MRS. NEELAM NAGPAL**

91 8587937381

If to the Developer:

VIANAAR INFRA LLP

Kind attention: **MR. AKSHAY CHAUDHRY**

+91 9871393007

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.

Handwritten signature



SCHEDULE I

(SAID LARGER PROPERTY)

All that Larger Property admeasuring an area of 8850 sq. mts. known as "Lourenco Esteves" or Ninety Second lote de 5/6 partes do Palmar" a conta de Muturia Ambeachem Batta" with 1/3 of its annex named "BATULEM" also known as "AMBEA KENI" situated at Village Nerul, within the jurisdiction of Village Panchayat of Nerul, Taluka and Sub-District of Bardez, District North Goa, State of Goa, presently surveyed under Survey No. 85 Sub-Division No. 8 (Survey No. 85/8) of Village Nerul, which property is described in the Land Registration Office (Conservatoria do Registo Predial Office) Panaji under No. 3631 at page 109 of Book No. B-1 New 10 of Bardez and not known to be enrolled in the Taluka Land Revenue Office and bounded as under:

Towards the North: By the road Verem-Nerul.

Towards the South: By the parallel road known as Avenida de Nerul.

Towards the East: By property bearing survey no 85/9 of Village Nerul.

Towards the West: By property bearing survey no 85/7 of Village Nerul.



SCHEDULE II

(SAID PROPERTY)

ALL THAT immovable property of the land admeasuring 6451 sq. mts. which was earlier forming part of the larger property named "Lourenco Esteves" or Ninety Second lote de 5/6 partes do Palmar" a conta de Muturia Ambeachem Batta" with 1/3 of its annex named "BATULEM" also known as "AMBEA KENI" situated at Village Nerul, within the jurisdiction of Village Panchayat of Nerul, Taluka and Sub-District of Bardez, District North Goa, State of Goa, presently surveyed under Survey No. 85 Sub-Division No. 8-A (Survey No. 85/8-A) of Village Nerul and is bounded as under :-

Towards the North:-By the road Verem-Nerul;

19/10/20
Towards the South:-By the parallel road known as Avenida de Nerul;

Y
Towards the East:-By the property bearing Survey No. 85/9 of Village Nerul;

Towards the West:-By property bearing Survey No. 85/8 of Village Nerul);



SCHEDULE III

(DESCRIPTION OF THE SAID PLOT A)

All that portion of land denominated as Plot A admeasuring an area of 3125 square meters which forms an exclusive and independent part of the SAID PROPERTY described in Schedule II, within the jurisdiction of Village Panchayat of Nerul, Taluka and Sub-District of Bardez, District North Goa, State of Goa and bounded as under:

Towards the North: By the road Verem-Nerul

Towards the South: By remaining property of bearing survey no.85/8-A of Village Nerul

Towards the East: By the property bearing Survey No. 85/9 of Village Nerul;

Towards the West: By the property bearing Survey No. 85/8 of Village Nerul);

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.



SIGNED AND DELIVERED

by the within named LANDOWNER

ISHOM ESTATE PVT LTD

Represented by its Director-

MRS.NEELAM NAGPAL

Mrs. Neelam Nagpal

SIGNED AND DELIVERED

by the within named DEVELOPER

VIANAAR INFRA LLP

Represented by its Director

MR. AKSHAY CHAUDHRY



ATTESTED
[Signature]
NOTARY PUBLIC DELHI

10 JAN 2022