



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



STAMP DUTY CERTIFICATE

ENDORSEMENT

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

Stamp Duty Of : ₹ 2815000/-

(Rupees Twenty Eight Lakhs Fifteen Thousands only)

**PAID VIDE E-RECEIPT NO 202400590375 DATED :09-Aug-2024,
IN THE GOVERNMENT TREASURY.**



Sub Registrar

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

**SUB-REGISTRAR
BARDEZ**

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	202400046418
DOCUMENT SERIAL NUMBER	:	2024-BRZ-4951
DATE OF PRESENTATION	:	06-Sep-2024
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-4810-2024
DATE OF REGISTRATION	:	06-Sep-2024
NAME OF PRESENTER	:	HARDEEP SINGH BHALLA Designated Partner Of ESVILA ESTATES LLP
REGISTRATION FEES PAID	:	₹2911980/-
PROCESSING FEES PAID	:	₹3100/-
MUTATION FEES PAID	:	N.A./-



**Government of Goa
Directorate of Accounts**

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



Echallan No. 202400590375

e-Receipt

Department: 10 - NOTARY SERVICES

Echallan Date: 08-08-2024 13:46:25

Name and Address of Party : ESVILA | 9810280200
office at G 66 2 Gautam Nagar Near Father Agnel School
Andrewsganj

Service: Stamp Duty

	Amount
Stamp Duty	₹ 2815000.00

Total Amount : ₹ 2,815,000.00

(Rs. Twenty Eight Lakh Fifteen Thousand Only)

Department Data: 202400046418 NOTARY|202400046418 NOTARY

Bank ref No:

Status: Success

Payment Date: 09-08-2024 11:23:01

Reprint Date: 16/08/2024 18:55:55



2024-BRZ-4951
06/09/2024

DEVELOPMENT AGREEMENT

For ESVILA ESTATES LLP

belia Dmello

For ESVILA ESTATES LLP
Authorised Signatory

Authorised Signatory



This Development Agreement (this "Agreement") is executed on this 16th day of August, 2024 at Mapusa, Taluka Bardez and Sub-District of Bardez, Goa, India.

BY AND BETWEEN:

- A. **MRS. MARIA CELIA DE MELLO alias CELIA DMELLO** alias **CELIA ELETERIO DMELLO**, aged about 71 years, landlady, widow, daughter of Late Mr. Joao Benedito Pereira, holding PAN Card No. _____ holding Aadhaar Card No. _____ Indian National, and resident of House No. 1638, Saipem, Candolim, Bardez, Goa - 403515, hereinafter referred to as the "**OWNER**", which term shall mean and include, unless it be repugnant to the context thereof, her heirs, successors, permitted assigns, executors, administrators and legal representatives, **OF THE FIRST PART.**

AND

- B. **ESVILA ESTATES LLP**, a limited liability partnership duly incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act 2008, having PAN Card No. _____, LLP ID No. _____ and having its registered office at G-66/2, Gautam Nagar, Near Father Agnel School, Andrewsganj, New Delhi, South Delhi India - 110062 and official email address **hardeep@villamio.in**, represented herein by its Designated Partners (duly authorized by LLP resolution dated 01.08.2023): (a) **MR. SAMANT BRARA**, son of Mr. Baljeet Brara, major in age, married, businessman, Indian National, holding PAN Card No. _____, Aadhaar Card No. _____ and resident of B-8/11, Ground Floor, Vasant Vihar - 1, South West Delhi - 110057 and (b) **MR. HARDEEP SINGH BHALLA**, son of Mr. Trilochan Singh Bhalla, major in age, married, businessman, Indian National, holding PAN Card No. _____, Aadhaar Card No. _____ and

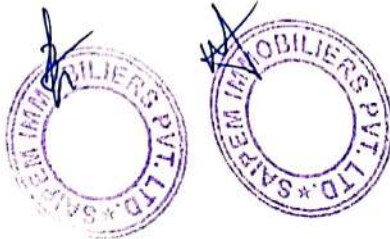
For ESVILA ESTATES LLP

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resident of 15/3, Western Avenue, Sainik Farms, Khanpur, South Delhi – 110062, hereinafter referred to as the "DEVELOPER", which term shall mean and include, unless it be repugnant to the context thereof, its designated partners, successors, administrators and permitted assigns, **OF THE SECOND PART.**

AND

- C. SAIPEM IMMOBILIERS PRIVATE LIMITED**, a private limited company, incorporated under the Companies Act, 2013, having PAN Card No. _____ and having its registered office at House of Lloyds, H. No. 1638, Saipem, Candolim, Bardez, Goa, India – 403515 and official email address **saipemimmobiliers@gmail.com**, herein represented by its Directors (a) **MR. LLOYD CIPRIAN BRAGANZA**, son of Mr. Jose Angela Maria Braganza, major in age, married, businessman, Indian National, holding PAN Card No. _____, Aadhaar Card No. _____ and resident of House of Lloyds, H. No. 1638, Saipem, Candolim, Bardez, Goa - 403515 and (b) **MR. AMEET RAMCHANDRA BAKHALE**, son of Mr. Ramchandra Bhaskar Bakhale, major in age, married, businessman, Indian National, holding PAN Card No. _____ Aadhaar Card No. _____ and resident of H. No. 323/2, Ward No. IX, Dayanand Bhandodkar Road, St. Inez, Panaji, Tiswadi, Goa – 403001, (duly authorised by Board Resolution dated 07/06/2024) hereinafter referred to as the "**CO-DEVELOPER**", which term shall mean and include, unless it be repugnant to the context thereof, its successors and permitted assigns, **OF THE THIRD PART.**

The Owner, Developer and the Co-Developer are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

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NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES HEREINAFTER CONTAINED (INCLUDING THE RECITALS) AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THIS AGREEMENT WITNESSETH AS FOLLOWS:

I. **Definitions:**

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definitions listed below shall apply throughout this Agreement:

1. **"Absolute Completion"** in regard to the Project shall mean the date on which the Occupancy Certificate is issued by the Village Panchayat of Calangute and/or Department of Town and Country Planning, Panaji or such other certificate by whatever name called, issued by any other competent authority permitting occupation of the residential villas in the Project, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity, provided that the residential villas in the Project have all the agreed Specifications contained therein, in terms of this Agreement, and are fit for human inhabitation/occupation.
2. **"Agreement"** shall mean this Agreement including all the Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time, in writing.
3. **"Allottee/s"** shall mean a person/s to whom a residential villa in the Project has been allotted or otherwise agreed to

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be transferred by the Developer/Owner/Co-Developer, applicants, prospective purchaser/s (including Purchaser/s in default) and the person/s who subsequently acquire/s the said residential villa/s through sale, transfer or otherwise, but does not include a person to whom such residential villa/s are given on rent, lease or on a leave and licence basis.

4. **"Applicable Laws"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority and/or of any other statutory authority in India, whether in existence on the date of execution of this Agreement or thereafter.
5. **"Approvals"** shall mean and refer to all such permissions, permits, sanctions, exemptions, licenses, no objection certificates from relevant authorities and approvals as may be required for the Project including but not limited to Project Approvals, approvals under the Goa, Daman and Diu Town and Country Planning Act 1974, Goa Electricity Supply Company ("**GESCOM**"), Public Works Department (PWD), environmental clearance (if applicable) from the Ministry of Environment and Forests, Village Panchayat of Calangute, or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the Project, and shall include all approvals as may be required under law for the construction, development, operation, management, leasing, completion, disposal or transfer to the Allottee/s.

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6. **"Architect/s"** shall mean the Architect appointed by the Developer for planning, designing and carrying out supervisory activities in respect of the Project.
7. **"Association of Allottees"** shall mean the association to be formed by the Allottee/s of residential villas in the Project under the local law in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the Purchaser/s or Allottee/s.
8. **"Carpet Area"** means the net usable floor area of a residential villa/s, excluding the area covered by the external walls, areas under services shafts, Exclusive Balcony or Verandah Area and Exclusive Open Terrace Area forming a part of the residential villa/s, but includes the area covered by the internal partition walls of the residential villa/s.
9. **"Co-Developer's Cost"** shall mean all the costs that the Co-Developer has incurred in respect of the Schedule Property associated with zoning change, partition and obtaining access road to the Schedule Property in terms of Clause IV of this Agreement. All the above costs have already been incurred by the Co-Developer prior to the actual physical development and construction activities related to this Project. It is clarified herein, that the costs in relation to construction of the access road shall be borne solely by the Developer and the same shall not form a part of the Co-Developer's Cost.
10. **"Co-Developer's Account"** shall mean the bank account exclusively opened for the purpose of the Project by the Co-Developer into which 100% of the receipts (other than the Pass Through Charges) received from the Co-Developer's Saleable Area shall be deposited from time to time, from which 70% of the amounts received will be transferred to the Dedicated Co-Developer's Account.

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11. **"Co-Developer's Constructed Area"** shall mean and include:

- a. The Carpet Area of the residential villas constructed in the area share of the Co-Developer and car parkings/Garages.
- b. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the said residential villas constructed in the area share of the Co-Developer.
- c. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villas constructed in the area share of the Co-Developer.

12. **"Co-Developer's Saleable Area"** shall mean Villa Nos. 7, 8, 9, 11, 15 and 16 (comprising a total of 6 villas) equivalent to or approximately 33% of the Saleable Area in the Schedule Property, as specified in **Annexure - C** of this Agreement, to be sold to the prospective purchaser/s or retained by the Co-Developer and/or its nominees, along with the proportionate undivided share, right, title and interest in the Common Areas in accordance with the obligations under RERA including-

- a. the land comprised in the Schedule Property to be conveyed to the Association of Allottees, post its formation in which the Purchaser/s shall become a member as mandated by RERA.
- b. The Carpet Area of the residential villa/s in the Project and car parkings/Garages.
- c. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the residential villa/s.

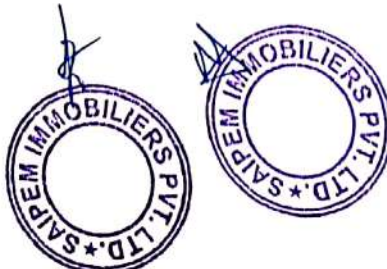
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- d. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villa/s.

13. **"Common Areas"** shall mean:

- (i) the entire land for the Project, or where the Project is developed in phases and registration under RERA is sought for a phase, the entire land for that phase.
- (ii) the common basements, terraces, gardens, parks, gym, club house, play areas, open and unenclosed parking areas, and common storage spaces.
- (iii) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- (iv) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
- (v) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
- (vi) all community and commercial facilities as provided in the Project; and
- (vii) any other areas in the Project necessary or convenient for its maintenance, safety, etc., and in common use.

14. **"Dedicated Developer's Account"** shall mean the bank account exclusively opened for the purpose of the Project by the Developer into which 70% of its share of receipts received from the Developer's Saleable Area shall be deposited from time to time so as to cover the cost of construction and development of the Project, which amounts deposited shall be withdrawn by the Developer and in proportion to the cost of land and completion of construction of the Project after such completion is confirmed by an

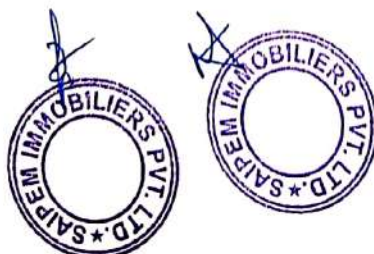
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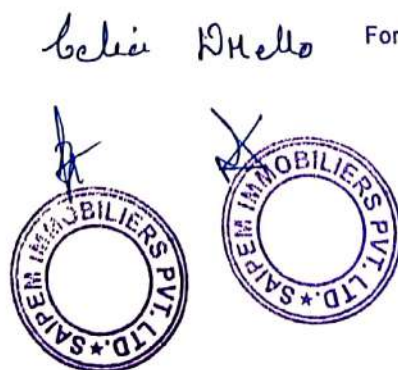
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Engineer, an Architect and a Chartered Accountant through the issue of a certificate in writing to that effect.

15. **"Dedicated Co-Developer's Account"** shall mean the bank account exclusively opened for the purpose of the Project by the Co-Developer into which 70% of its share of receipts received from the Co-Developer's Saleable Area shall be transferred from time to time, which amounts deposited shall be withdrawn by the Co-Developer and in proportion to the cost of land and completion of construction of the Project after such completion is confirmed by an Engineer, an architect and a Chartered Accountant through the issue of a certificate in writing to that effect.
16. **"Dedicated Owner's Account"** shall mean the bank account exclusively opened for the purpose of the Project by the Owner into which 70% of her share of receipts received from the Owner's Saleable Area shall be deposited from time to time, which amounts deposited shall be withdrawn by the Owner and in proportion to the cost of land and completion of construction of the Project after such completion is confirmed by an Engineer, an Architect and a Chartered Accountant through the issue of a certificate in writing to that effect.
17. **"Defect Liability Period"** shall mean a period of five (5) years from the date of achieving Completion of the Project in terms of the RERA.
18. **"Developer's Account"** shall mean the bank account exclusively opened for the purpose of the Project by the Developer into which 100% of the receipts (other than Pass Through Charges) received from the Developer's Saleable Area shall be deposited from time to time, from which 70%



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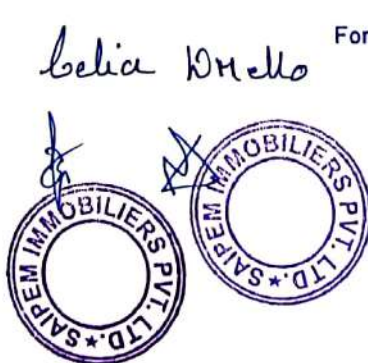
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of the amounts received will be transferred to the Dedicated Developer's Account.

19. "Developer's Cost" shall mean and include:

- (i) the entire cost of planning, construction and development of the Project, including third party fees and charges payable to all third parties involved with or engaged for the Project for the costs incurred towards legal fees, contractors fees, cost of men employed directly by the Developer on site, cost of building and construction materials including but not limited to cement, bricks, steel, façade, electrical cabling, sanitation pipes, paint, tiling, marble, glass, aluminum used to construct, equipment hire charges, charges towards securities services, fees paid to Professional Team, Architects, advisors, tax consultants, accountants, project management consultants, fees paid for obtaining Sanction Plan, approvals and other clearances and permissions for the Project, and power and water connections for the Project, statutory dues, etc. and/or any other costs incurred to undertake and complete the construction and development of the Project, in terms of this Agreement, and in compliance with statutory regulations till the time of completing the development in all aspects.
- (ii) The cost of all such statutory deposits, amounts and expenses as may be necessary for obtaining the water connection, sewerage and electricity connections in relation to the Project, and the deposits are to be recovered from the prospective purchasers/owners of the residential villas of the Project.
- (iii) The cost of securing tax assessment from the Village Panchayat of Calangute and allotment of sub nos. to



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each of the residential villas in the Project, post Absolute Completion.

- (iv) Cost of compensation paid to Purchasers/Allottees for delay in discharge of any obligations as imposed under RERA and any other expenses or cost incurred directly or indirectly for the Project which shall be borne exclusively by the Developer; and
- (v) Regularization/compounding fees for any deviation/s from the Sanction Plan of the Project.

20. **"Developer's Constructed Area"** shall mean and include:

- a. The Carpet Area of the residential villas constructed in the area share of the Developer and car parkings/Garages.
- b. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the said residential villas constructed in the area share of the Developer.
- c. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villas constructed in the area share of the Developer.

21. **"Developer's Saleable Area"** shall mean Villa Nos. 2, 3, 4, 5, 6, 10, 12, 13, 14, 17 and 18 (comprising a total of 11 villas) equivalent to or approximately 60% of the Saleable Area in the Schedule Property, as specified in **Annexure – C** of this Agreement, to be sold to the prospective purchaser/s and/or retained by the Developer and/or its nominees, along with the proportionate undivided share, right, title and interest in the Common Areas in accordance with the obligations under RERA including-

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- a. the land comprised in the Schedule Property to be conveyed to the Association of Allottees, post its formation, in which the Purchaser/s shall become member/s as mandated by RERA.
- b. The Carpet Area of the residential villas constructed for the Developer and car parkings/Garages.
- c. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the said residential villas.
- d. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villas.
22. **"Development Rights"** shall refer to the entire development rights in respect of the Schedule Property conferred on the Developer and Co-Developer under the Agreement.
23. **"Encumbrances"** shall mean any restriction on the Schedule Property preventing its free transfer and enjoyment due to any claim, disputes, attachment, etc., in any manner whatsoever.
24. **"Exclusive Balcony or Verandah Area"** means the area of the balcony or verandah, as the case may be, that is constructed as a part of the residential villas in the Project and lies appurtenant thereto meant for the exclusive use and enjoyment of the Allottee/s.
25. **"Exclusive Open Terrace Area"** means the area of open terrace that is constructed as a part of the residential villas in the Project lying appurtenant to the residential villas in the Project meant for the exclusive use and enjoyment of the Allottee/s of the said residential villas.

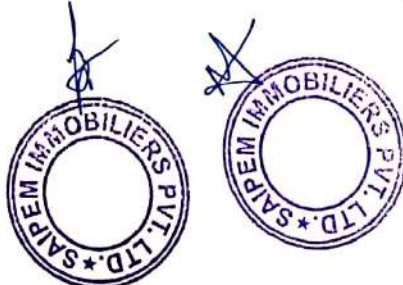
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26. **"FSI / FAR"** shall mean Floor Space Index/Floor Area Ratio as sanctioned by the Department of Town and Country Planning, Panaji under the building bye-laws, rules and regulations in force as on date for the Project.
27. **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including: (i) acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (ii) explosions or accidents, air crashes; (iii) strikes, lock-outs, civil disturbances, curfew etc.; (iv) Civil commotion, insurgency, war or enemy action or terrorist action; and (v) any event or circumstances analogous to the foregoing which is beyond the control of the Parties.
28. **"Garage"** shall mean a place within the residential villas reserved for parking of light motor vehicles having a roof.
29. **"Government Authority"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/local authority having jurisdiction over any matter pertaining to the construction and development of the Project.
30. **"IFRSD"** shall mean the Interest Free Refundable Security Deposit referred to in Clause 21.1 of the Agreement.

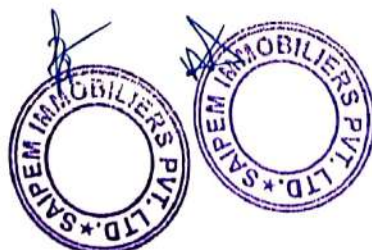
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31. **"Launch"** shall mean the date on which the Saleable Area in the Project is offered for sale to the Purchaser/s of the residential villas in the Project post registration of the Project under RERA.
32. **"Material Breach"** shall have the meaning ascribed to it under Clause 19.8 of this Agreement.
33. **"Owner's Account"** shall mean the bank account exclusively opened for the purpose of the Project by the Owner into which 100 % of the receipts (other than Pass Through Charges) received from the Owner's Saleable Area shall be deposited from time to time, from which 70% of the amounts received will be transferred to the Dedicated Owner's Account.
34. **"Occupancy Certificate"** shall mean the Occupancy Certificate or such other certificate by whatever name called issued by the Village Panchayat of Calangute and/or the Department of Town and Country Planning, Panaji post completion of construction permitting occupation of the residential villas in the Project.
35. **"Owner's Constructed Area"** shall mean and include:
- the Carpet Area of one residential villa constructed in the area share of the Owner and car parking/Garage.
 - the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the said residential villa constructed in the area share of the Owner.
 - exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said one residential villa constructed in the area share of the Owner.

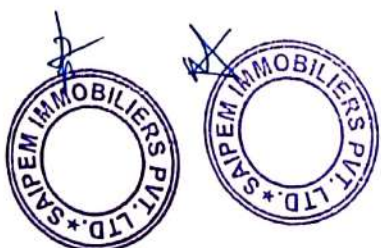
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36. **"Owner's Saleable Area"** shall mean Villa No. 1 (comprising 1 villa) equivalent to or approximately 7% of the Saleable Area in the Schedule Property, as specified in **Annexure – C** of this Agreement, allotted to the Owner, to be sold to the prospective Purchaser/s or retained by the Owner and/or her nominees, along with the proportionate undivided share, right, title and interest in the Common Areas in accordance with the obligations under RERA including the below and shall include:

- a. the land comprised in the Schedule Property to be conveyed to the Association of Allottees, post its formation in which the Purchaser/s shall become a member as mandated by RERA.
- b. The Carpet Area of the residential villa and car parking/Garage.
- c. The exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the residential villa.
- d. Exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villa.

37. **"Pass Through Charges"** shall refer to all statutory and other deposits, charges, taxes, fees and expenses, such as external development charges, infrastructure development charges, external electrification charges, firefighting charges, payments/contributions received from the prospective purchaser/s of the residential villas towards electricity, water, sewerage, maintenance deposit and/or advance maintenance charges payable to the Association of Allottees, GST and any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs which would be collected/recovered from the prospective purchaser/s of the residential villas in relation to the entire

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Saleable Area in the Project as a contribution from such purchasers for onward transfer/deposit to the concerned Government Authority or Association of Allottees in the Project, as the case may be, provided that, this shall not include any sums collected by the Parties from the purchaser/s of the residential villas in the Project, but not actually paid out as such to the appropriate authority, association, etc. Notwithstanding anything contained in this Agreement, the Parties hereby agree that Pass Through charges will be applicable to all Parties of this Agreement, and will be borne by them as per the share of Saleable Areas so allocated to them.

38. **"Professional Team"** shall mean the architects, structural engineers, mechanical and/or electrical engineers, surveyors, consultants and/or such other professionals engaged and/or contracted by the Developer from time to time.
39. **"Project"** shall mean development of the Schedule Property by constructing and developing a residential project thereon comprising residential villas, built as per the specifications of construction set out in more particular detail in **Annexure - B** of this Agreement, along with common amenities, facilities and infrastructure attached thereto, including car parking space/s, individual swimming pools and Garages, club house, landscaping, internal and access roads, compound walls, gates, internal and external services relating to electricity, water, drainage, roads, amenities, facilities, staircases, passages, sewer lines, pipes, ducts and sanitation. The Developer hereby commits that the entire developed fully furnished villa units (including the Common Areas) shall have *inter alia* 24 hours' power back up (including for appliances), premium quality sanitary ware, tiles, fittings, doors, windows, beds, sofas, couches, ducted air conditioning, kitchens, wardrobe and lifts.

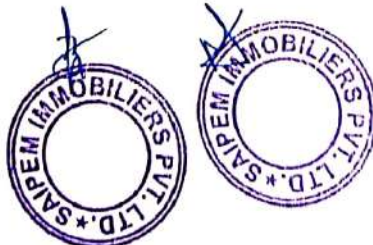
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40. **"Project Account"** shall mean the bank account opened and operated exclusively by the Developer, in the same bank in which the Dedicated RERA Accounts are operated into which the "Pass through Charges" will be deposited from time to time and thereafter paid to the concerned statutory authorities or the Association of Allottees as the case may be.
41. **"Promoter"** shall mean the Developer herein for all construction and related activities including the duties and obligations to be performed under RERA.
42. **"Purchaser/s"** shall mean the Allottee/s of residential villa/s in the Project and shall include any buyers, purchasers or transferees, whether an individual, corporate or otherwise of any residential villa/s in the Project.
43. **"RERA"** shall mean the Real Estate Regulation and Development Act, 2016 read with applicable Rules (for the state of Goa) in force as on date, and as amended from time to time.
44. **"Saleable Area"** shall mean the Super Built-Up Area of the residential villa/s in the Project to be sold to the prospective Purchaser/s along with the proportionate undivided share, right, title and interest in the Common Areas in accordance with the obligations under RERA including-
- the land comprised in the Schedule Property to be conveyed to the Association of Allottees, post its formation in which the Purchaser/s shall become a member as mandated by RERA.
 - the Carpet Area of the residential villas in the Project, and car parkings/Garage/s.
 - the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive

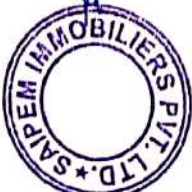
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Open Terrace Area lying appurtenant to/attached to the residential villas in the Project.

- iv. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villa/s in the Project.
45. **"Sanction Plan"** shall mean the plan approved and issued by the Joint Director, Department of Town and Country Planning, Panaji for the development of the Schedule Property, which shall include modified sanction plans (if any) approved by the said authority, which shall be obtained by the Developer in terms of this Agreement.
46. **"Schedule Property"** shall mean the immovable property known as "Araddi do Priorado de S. Tome or "Priorado de S. Tome" or "Aradi" or "S. Tome" or "Aradhi" or "God Xetacho Bandh", or "Orda Aradhi" situated at Candolim presently surveyed under Survey No. 53/1-D of Village Calangute, admeasuring a total area of 13,051 sq. mts., which property is described under Description No. 19771 and 19772 of Book B-51 (New) of Bardez, and enrolled in the Land Revenue Office of Bardez under Matriz No. 541 and 545 of Candolim Bardez.
47. **"Specifications"** shall mean the specifications relating to construction agreed upon by the Parties to be provided for in the residential villas and the Common Areas in the Project, more particularly set out in detail in **Annexure - B** of this Agreement.
48. **"Super Built-Up Area"** of any residential villa/s in the Project shall mean the aggregate of (i) the Carpet Area of a residential villa/s and (ii) thickness of the external walls (iii) Exclusive Balcony or Verandah Area and Exclusive Open Terrace Area and garden area lying appurtenant to/attached to the residential villa which are reserved for the exclusive

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use of the Purchaser/s and proportionate share in the Common Areas in the Project.

II. INTERPRETATION

In this Agreement, unless the contrary intention appears:

1. In case of any ambiguity of any clause or terms or conditions herein, the same shall be interpreted to convey the true intention of the Parties hereto, which is to fulfill the objectives of this Agreement by developing the Schedule Property.
2. Any reference to the singular shall include the plural and vice-versa.
3. Any references to a "company" and "LLP" shall include a reference to a body corporate.
4. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement.
5. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof.
6. Headings to clauses, parts and paragraphs of Clauses, Schedules and Annexures are for convenience only, and do not affect the interpretation of this Agreement.
7. "In writing" includes any communication made by registered post A.D. or e-mail.
8. All the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

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9. This Agreement shall always mean and include all other agreements, amendments, deeds and other documents pertaining to the development viz. the plans, drawings and sketches drawn up for development of the Schedule Property, executed between the Parties hereto subsequently. It shall always be provided that all such agreements/deeds are co-terminus to each other and shall run concurrently to this Agreement until this Agreement is terminated, or is otherwise determined in the manner provided hereinafter.

III. FLOW OF TITLE:

- A. Whereas, the late Mr. Eleuterio de Melo and his wife the late Mrs. Maria Augusta de Souza were the original owners of the *distinct immovable property* known as "Araddi do Priorado de S. Tome or "Priorado de S. Tome" or "Aradi" or "S. Tome" or "Aradhi" or "God Xetacho Bandh" or "Orda Aradhi", situated at Candolim presently surveyed under Survey No. 53/1-D of Village Calangute, admeasuring a total area of 13,051 sq. mts., which property is described under Description No. 19771 and 19772 of Book B-51 (New) of Bardez, and enrolled in the Land Revenue Office of Bardez under Matriz No. 541 and 545 of Candolim Bardez ("**Schedule Property**"). The Schedule Property is zoned under "S/2" settlement zone and has been more particularly described in the Schedule written hereunder, and is hereinafter referred to as the "**Schedule Property**" and highlighted in red colour in the plan annexed hereto at **Annexure - A**.
- B. Whereas, the said Eleuterio de Melo expired on 17/03/1951 and his wife Maria Augusta de Souza expired on 04/09/1969, without leaving behind any Will or executing any gift during their lifetime and leaving behind the following children as their sole and universal legal heirs:

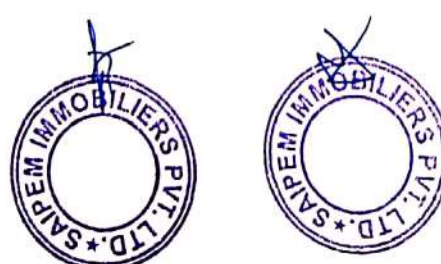
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- a) Torcato Vitor Mariano de Melo married to Elisabet Pereira;
- b) Aquino Engelberto Fulgencio de Melo;
- c) Maria Jacinta de Melo e Souza married to Gelasio Constancio Aureliano de Souza;
- d) Cosme Verissimo Estevao Remingo de Melo married to Kufemia de Melo;
- e) Father Joaquim Antonio Jose Feliciano Lucio de Melo;
- f) Criaca Ernestina Francisca de Melo; and
- g) Senhorinha de Melo married to Manuel Correia.
- C. Upon the death of the said Eleuterio de Melo and his wife Maria Augusta de Souza, their son Cosme Verissimo Estevao Remingo de Mello initiated *Inventory Proceedings* bearing No. 25/1966, before the Hon'ble Civil Judge Senior Division at Mapusa, Goa. In the said *Inventory Proceedings*, the Schedule Property came to be allotted to one Mr. Eleuterio de Mello, who was the son of the aforesaid Cosme Verissimo Estevao Remingo de Mello.
- D. The said Mr. Eleuterio de Mello was married in his first nuptials to one Maria Goreti Jenifer de Conceicao Souza Eremita also known as Jennifer Souza Eremita, under the regime of Communion of assets and the said marriage was registered under no. 241 on 29/10/1975.
- E. The said Jenifer de Conceicao Souza Eremita also known as Jennifer Souza Eremita filed a suit bearing Special Civil Suit no.15/1978 for divorce and obtained a final decree of divorce by judgment, order and decree dated 27/02/1979, which is endorsed on the margin of the marriage certificate.
- F. Pursuant thereto, the said Mr. Eleuterio de Mello re-married by second nuptial under the regime of communion of assets,

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to one Maria Celia Pereira (i.e. the Owner) and the said marriage was registered under no. 129 on 03/11/1985.

- G. The said Mr. Eleuterio de Mello expired on 13/11/1997, without leaving behind any ascendants, descendants or co-laterals.
- H. Upon the death of the said Mr. Eleuterio de Mello, his widow Maria Celia De Mello initiated Inventory Proceedings bearing No. 162/2002/A, before the Court of the Civil Judge Senior Division of Bardez at Mapusa, Goa.
- I. Vide Order dated 29/01/2018 passed in the aforesaid Inventory Proceedings bearing No. 162/2002/A, the Hon'ble Court held that the first wife, the said Jennifer Souza Eremita alias Maria Goreti Jennifer de Conceicao Souza Eremita was entitled to 50% share and the second wife, the said Maria Celia De Mello was entitled to the remaining 50% share in the estate of the deceased, namely the late Mr. Eleuterio de Mello.
- J. It was further held that since the said Jennifer Souza Eremita alias Maria Goreti Jennifer de Conceicao Souza Eremita remarried to Jose Paulo Estevam in second nuptials under the regime of Communion of Assets, the said Jose Paulo Estevam was also entitled to a share in the assets of the deceased Mr. Eleuterio de Mello.
- K. Pursuant thereto, the said Maria Celia Pereira, Jennifer Souza Eremita and her husband Jose Paulo Estevam decided to amicably settle the disputes amongst themselves. Accordingly, Consent Terms were filed along with a Family Settlement Agreement dated 06/03/2020, which was drawn and executed by the parties. In the said Consent Terms, the said Jennifer Souza Eremita and her husband Jose Paulo Estevam agreed to relinquish their rights in respect of all the properties listed in the Inventory Proceedings bearing no.162/2002/A in favour of the Owner,

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and for which the Owner agreed to pay a certain sum of consideration amount to Jennifer Souza Eremita and her husband Jose Paulo Estevam, for such relinquishment of their rights in her favour.

- L. In pursuance of the terms of the settlement, the said Mrs. Maria Celia Pereira alias Maria Celia de Mello purchased the share of Jennifer Souza Eremita and her husband Jose Paulo Estevam which totally amounted to 50% share in the all the properties listed in the aforesaid Inventory Proceedings, and accordingly upon payment of consideration amount by Mrs. Maria Celia Pereira alias Maria Celia de Mello to Jennifer Souza Eremita and her husband Jose Paulo Estevam, the said Jennifer Souza Eremita and her husband Jose Paulo Estevam surrendered their share/rights in the assets and properties listed in the aforesaid Inventory Proceedings in favour of the Owner.
- M. Vide Judgment dated 22/06/2020 passed by the Civil Judge Senior Division at Mapusa, Goa in the said Inventory Proceedings bearing No. 162/2002/B, the said Schedule Property was allotted solely and exclusively to Mrs. Maria Celia Pereira alias Maria Celia de Mello.
- N. The Co-Developer (at its cost, and on behalf of the Owner) has completed mutation and subsequently secured the partition order dated November 30, 2022, partitioning the Schedule Property from the larger property bearing Survey No. 53/1 of Village Calangute, Bardez Goa, and assigning a new distinct Survey No. 53/1-D, to the Schedule Property.
- O. Mrs. Maria Celia Pereira alias Maria Celia de Mello, the Owner herein, has thus become the sole and absolute owner absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Schedule Property.

Maria Celia de Mello

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IV. ROLE OF SAIPEM IMMOBILIERS PRIVATE LIMITED AS CO-DEVELOPER:

A. The Co-Developer is a private limited company and a real estate developer and is engaged in the business of real estate development and construction in Goa, India. The Owner approached the Co-Developer for the development of the Schedule Property and in pursuance of the Development Rights granted herein to the Co-Developer, the Co-Developer paid an amount of Rs. 1,50,00,000 (Rupees One Crore and Fifty Lacs Only) to the Owner as an interest free refundable security deposit. The Owner shall return the aforesaid interest free refundable security deposit to the Co-Developer only upon the Absolute Completion of the Project being achieved, within a period of 10 (ten) days of the Co-Developer calling for such payment and having handed over the delivery and possession of the Owner's Saleable Area to the Owner.

B. Subsequently, the Co-Developer (at its cost) has:

(i) undertaken change of zoning of the entire Schedule Property to settlement S/2 zone on behalf of the Owner (of which, 1994 sq. mts. was previously zoned under "orchard" and 4261 sq. mts. was previously zoned under "no-development slope", whereas, the balance 6796 sq. mts. was already zoned under settlement S/2 zone), as evinced in terms of zoning certificate dated December 26, 2022.

(ii) in relation to road access to the Schedule Property from the South, obtained NOC (on behalf of the Owner) from the Village Panchayat vide Letter dated November 1, 2022 in respect of the property bearing Survey Nos. 55/9, 55/10 and 55/19 and 55/6, and caused the Owner to execute an access agreement dated October 27, 2022 with Claramount Realty in respect of the property bearing Survey No. 55/6, Village Calangute, Bardez-

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Goa. However, the Parties hereby agree that construction and development of the said access road shall be the sole responsibility of the Developer and the same shall be done by the Developer, at its cost.

- (iii) completed mutation and subsequently initiated partition proceedings on behalf of the Owner, to ensure that the said Schedule Property shall have its own distinct survey number bearing Survey No. 53/1-D of Village Calangute. The said partition order dated November 30, 2022 has since been obtained by the Co-Developer for the Schedule Property.

Copies of the said zoning certificate dated December 26, 2022, Village Panchayat vide Letter dated November 1, 2022, access agreement dated October 27, 2022 with Claramount Realty in respect of the property bearing Survey No. 55/6, Village Calangute, Bardez-Goa and partition order dated November 30, 2022, referred to in this clause, are annexed at **Annexure – D** of this Agreement.

C. The Developer (who is a reputed real estate developer, having promoted projects in Delhi and Goa) has approached the Co-Developer and the Owner for undertaking co-development of the said Property in accordance with the commercial terms and milestones agreed upon between the Parties, which are more particularly set out in this Agreement.

D. Prior to the execution of this Agreement, the Owner has provided the Developer with copies of all documents relating to the title of the said Property for inspection and the Developer has undertaken due diligence of the same to its complete satisfaction. Further, prior to entering into this Agreement, the Owner and the Co-Developer permitted the Developer to issue a public notice in any of the newspapers in Goa to bring to the notice of the general public the proposed joint development between the Parties, and invite third party claims/objections (if any) to the same, within a period of 15 (fifteen) days from the



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date of issue of the public notice. The public notice was published on September 16, 2022 and as on the date of this Agreement, the Developer hereby states that it has not received any claims or objections from any third parties.

V. OFFER AND ACCEPTANCE

- A. Whereas, the Developer herein, who was on a lookout for a suitable property to carry out development of a residential complex thereon, comprising residential villas of different dimensions with all the required infrastructure facilities, common amenities attached hereto, approached the Owner and the Co-Developer, and offered to co-develop the Schedule Property along with Saipem Immobiliers Private Limited as the Co-Developer into the Project (as defined) as per the mutually agreed terms and conditions set out in this Agreement.

NOW IT IS MUTUALLY AGREED AS UNDER:

That in pursuance of the foregoing and subject to the mutual obligations undertaken by the Owner, Developer and the Co-Developer under this Agreement, the Parties have agreed to develop the Schedule Property subject to the terms and conditions hereinafter contained.

1. Permission to Develop:

- 1.1. The Owner does hereby agree, authorize and confer upon the Developer and the Co-Developer an irrevocable right to develop the Schedule Property by undertaking the construction and development of the Project on the terms and conditions recorded in this Agreement. The Developer and Co-Developer shall have all such rights and privileges as may be required to exploit the Schedule Property, including but not limited to exclusive access without

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limitation or interruption and making appropriate covenants, representations and warranties to any third parties for the purposes of implementation of the Project in terms and spirit of this Agreement.

- 1.2. The Owner shall not revoke the rights granted to the Developer and Co-Developer under this Agreement till the completion and sale of the residential villas in the Project, as the Developer and Co-Developer will be investing a substantial amount of money in the Project, but for Material Breach on the part of the Developer and consequences of such Material Breach as enumerated below in this Agreement.
- 1.3. Notwithstanding anything contained in this Agreement, the Parties hereby agree that all construction/development related plans, approvals, applications, materials, designs, landscaping, layouts and specifications of the villa units/Project, appointment of Architects etc. or any decision/action to be taken by the Developer in respect of the development of the Schedule Property contemplated in this Agreement shall require prior sign-offs on email from the Owner, Co-Developer and the Developer.

2. Plans /Licenses/NOCs:

- 2.1 The Developer at its cost and risk shall with the prior written and email consent of the Owner and Co-Developer, apply for and/or secure the renewal or modification of the Sanction Plan, building plan design, the elevation of the buildings, and further design the plan in any manner suitable and convenient to the Developer, so as to derive the maximum benefit out of the permissible floor area ratio (FAR), and the Developer and Co-Developer shall ensure that such designing/planning shall also be to the benefit of the Owner. The Developer shall have the liberty to make any changes

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or alterations in the designing of the structures or the plan with the prior email consent of the Owner and Co-Developer, and all such changes, alterations shall be for the mutual benefit of the Parties, only according to Applicable Laws and as per rules of the concerned authorities and without in any manner prejudicing the entitlement of the Parties under this Agreement. The Owner and Co-Developer shall sign and execute all applications/papers/documents as required and do all acts and deeds and things as the Developer may lawfully require in order to obtain licenses, approvals, Sanction Plan etc. for such construction and for completing the development of the Schedule Property.

2.2 The Parties hereby agree that the Developer shall commit to develop and construct on the Schedule Property, a total of 18 (eighteen) villas (more particularly described in the site and allocation plan annexed at **Annexure - C**), collectively admeasuring a total minimum Saleable Area of approximately 13,051 sq. mts. It is agreed between the Parties that the available FAR is 0.8 as per prevailing bye laws and the Parties shall have the following Saleable Area sharing ratio of 60% to the Developer i.e. Villa Nos. 2, 3, 4, 5, 6, 10, 12, 13, 14, 17 and 18 (comprising a total of 11 villas), approximately 7% i.e. Villa No. 1 to the Owner, and the balance of approximately 33% to the Co-Developer i.e. Villa Nos. 7, 8, 9, 11, 15 and 16 (comprising a total of 6 villas). Notwithstanding anything contained in this Agreement, and irrespective of the total Saleable Area eventually achieved by the Developer, the Developer hereby commits and guarantees that the Owner's Saleable Area and the Co-Developer's Saleable Area to be delivered to them shall be a minimum of 4071 sq. mts.

3. Marginal Variations:

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- 3.1 The Developer shall be entitled to make modifications, deletions, additions and alterations in the design and layout of the Project with the prior email consent of the Owner and the Co-Developer (to which, a response shall be provided within a period of 7 days), depending on the exigencies during execution, without materially affecting the entitlement of the Owner and the Co-Developer, but shall comply with the building bye-laws of the Department of Town and Country Planning, Panaji. Any penalties imposed due to such variation will be borne by the Developer alone.

4. Sharing of Area:

- 4.1. The Owner shall be entitled to deal with the Owner's Saleable Area, the Co-Developer shall be entitled to deal with the Co-Developers Saleable Area and the Developer shall be entitled to deal with the Developer's Saleable Area as defined, in any manner as they deem fit, subject to restrictions on marketing as enumerated in Clause 5 below, and their respective rights and obligations in respect of the same as mandated under the RERA.
- 4.2. **Fractional share:** In case the Saleable Area in the Project cannot be constructed to enable the allocation of the Saleable Area exactly in the manner mentioned above in this Agreement, the Owner shall be entitled to such number of residential villas whose Saleable Area will be nearer to the total Saleable Area in the Project and to such number of car parking spaces agreed to be allotted to the Owner.

Similarly, in case the Saleable Area in the Project cannot be constructed to enable the allocation of the Saleable Area exactly in the manner mentioned above in this Agreement, the Co-Developer shall be entitled to such number residential villas whose Saleable Area will be nearer to the

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total Saleable Area in the Project and to such number of car parking spaces agreed to be allotted to the Co-Developer.

Similarly, in case the Saleable Area in the Project cannot be constructed to enable the allocation of the Saleable Area exactly in the manner mentioned above in this Agreement, the Developer shall be entitled to such number residential villas whose saleable area will be nearer to the total Saleable Area in the Project and to such number of car parking spaces agreed to be allotted to the Developer.

- 4.3. In the event of shortfall in allocation of Saleable Area to the Owner and the Co-Developer, the Developer shall compensate the Owner and the Co-Developer for such fractional shortfall at the average sale price of the Project settled at the end of the Project at the time of Absolute Completion.

5. Marketing:

The Developer shall have the exclusive rights for the Branding and Marketing of its allotted Saleable Area in the Project as specified in **Annexure - C**, and the other Parties shall have no right/claim to the rates, market strategy etc. in relation to the same. Similarly, the Co-Developer and the Owner shall have the exclusive rights for the Branding and Marketing of their allocated Saleable Areas respectively in the Project as specified in **Annexure - C**, and the Developer shall have no right/claim to the rates, market strategy etc. in relation to the same.

6. Goods and Service Tax ("GST"):

The Owner and/or the Co-Developer shall be liable to pay GST at the applicable rate on such proportion of value of Development Rights as is attributable to the residential units

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allotted to the Owner and/or the Co-Developer even if the responsibility/onus of discharging the aforesaid GST or any other tax liability is on the Developer. If the onus of discharging aforesaid GST is on the Developer, the Developer shall collect the tax from the Owner and/or the Co-Developer on the proportionate value of residential units belonging/allotted to the Owner and/or the Co-Developer and deposit the same with the concerned government department. In case the Developer pays the said GST amount for and on behalf of the Owner and/or the Co-Developer, then, the Owner and/or the Co-Developer shall be liable to reimburse such tax amount to the Developer. The payment of the said GST amount shall be within 10 working days by the Owner and/or the Co-Developer from the due date of the GST liability/demand being generated by the department, and in the case of a reimbursement, within 10 working days from being called upon by the Developer.

With regard to the liability of GST applicable *inter-se* between the Parties, it has been agreed and understood between the Parties as follows:

- 6.1. In the case of levy of GST on works contract on the works carried out by the Developer and the Co-Developer for the Owner, the Developer and the Co-Developer shall pay the same on a forward charge basis and the liability for collecting the GST from the Owner and depositing the said GST shall be in proportion to the number of allotted residential villas in the Project and shall be deposited in terms of the Notification No. 11/2017 dated 28/06/2017 read with Notification No. 4/2018 dated 25/01/2018 read with Notification No. 3/2019 dated 29/03/2019 issued by the Government of India, Ministry of Finance (Department of Revenue) and collect the amount paid from the Owner at the time of achieving Absolute Completion of the Project as provided in Notification No. 6/2019 dated 29/03/2019 or at the option of the Owner at periodical intervals based on the


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progress of construction as provided for in terms of the Notification No. 3/2022 dated 02/06/2021.

- 6.2. In the case of levy of GST on Development Rights on the unsold stock of Developer, Owner and Co-Developer allotted residential villas in the Project, the same shall be paid to the department as on the date of Absolute Completion on a reverse charge basis in terms of the Entry No. 41(a) of Notification No. 4/2019- Central Tax rate dated 31/03/2019 issued by the Government of India, Ministry of Finance (Department of Revenue) and the Developer and Co-Developer shall collect/recover such GST dues in respect of the same from the Owner at the time of Absolute Completion.
- 6.3. The proportionate share of GST on Development Rights paid/payable by the Developer and the Co-Developer as mentioned above, shall be reimbursed by the Owner to the extent of the unsold stock of residential villa/s in the Project pertaining to their share in the Project.
- 6.4. The Owner, the Developer and the Co-Developer shall charge GST on the Allottees/Purchasers of the residential sites with villas constructed thereon, at the rates prescribed for the residential villas as the case may be in terms of the Notification No. 3 /2019 - Central Tax rate dated 29/03/2019 issued by the Government of India, Ministry of Finance (Department of Revenue) as presently applicable and as may be amended from time to time.

7. REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (RERA, 2016).

The Parties hereby agree to comply with the relevant provisions of RERA and regulations made thereunder, from time to time. The Parties have further agreed to register the Project under RERA, 2016 as and when necessary. As any

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of the Parties may sell/transfer their share of area wholly or partly, the Parties agree to register the Project under RERA as and when either of the Parties indicate their intention to sell/transfer their respective areas in the Project wholly or partly. Consequently, as and when the provisions of RERA, 2016 and the rules notified under the RERA Rules, it is mutually agreed and understood between the Parties as follows:

- a) The Project being conceptualized for development under this Agreement is subject to the provisions of the RERA, 2016 read with the rules framed thereunder, from time to time and in force. Consequently, it has further been agreed that the Developer, the Co-Developer and the Owner shall comply with the provisions of the Chapter II and Chapter III of the RERA, to the extent and as may be respectively applicable to them.
- b) The Developer shall be fully responsible to comply the provisions of the RERA for all matters pertaining to registration of the Project, construction and development, including delay in delivery of units in the Project, defect in quality of construction and development and non-adherence to the specifications, amenities and facilities agreed to be provided by the Developer in the Project as detailed in **Annexure - B** to this Agreement, and the Owner shall be fully responsible to comply with the provisions of the RERA as far as title to the Schedule Property is concerned.
- c) It is agreed by the Parties that since the Project should be RERA compliant, the Developer shall be fully responsible for adhering to all the provisions of RERA in its capacity as the Promoter of the Project as defined under RERA and shall be responsible for the payment of all amounts towards monetary compensation to Purchasers/Allottees of residential villa units in the

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Project due to delay in completion of the Project, default in fulfilling the obligations undertaken under the Agreements to Sell entered into with Purchasers/Allottees with respect to entire Saleable Area and all other claims made in respect of the Project. Further, the Developer shall also be responsible for redressal of all complaints filed before the RERA authority in respect of the completion of construction of the Project within the specified timelines as filed by the Developer to the RERA authorities at the point of registration including extensions thereof permitted by RERA and for the defects in the quality of development as indicated to the purchasers of units in the Project. Consequently, the Developer shall be fully liable and responsible for all claims, costs, losses and damages that may accrue and arise out of such complaints. In this regard, the Developer agrees to indemnify and keep indemnified the Owner and the Co-Developer from all costs, claims, losses and damages that the Owner and the Co-Developer may suffer or incur on account of default on the part of the Developer in fulfilling its obligations with respect to the development of the Project under RERA as the Promoter of the Project provided however, that in case there is delay in the Developer fulfilling its obligations on account of defects in title in the hands of the Owner to the Schedule Property, the Owner shall solely be responsible, accountable for any such claim, costs, losses and the Developer shall not be obliged to indemnify the Owner and the Co-Developer in such an event.

- d) The obligations with respect to the title of the Schedule Property shall be of the Owner alone and in this regard, the Owner agrees to indemnify and keep indemnified, the Developer and the Co-Developer and/ or the Purchaser/s of the Project who may suffer with respect

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to any defect in title relating to the Schedule Property on which the Project is being developed, if such defect in title results in the clear and marketable title vesting in the hands of Purchaser/s in the Project including their peaceful possession of the same being disturbed/affected, or if the completion of the Project is delayed on account of any orders of injunction obtained by any person/s from any competent Court of Law relating to the title of the Owner to the Schedule Property.

- e) In the event either the Owner, the Developer or the Co-Developer is made a party by the Allottee or aggrieved person as the case may be in a legal proceeding due to non-performance of duties and obligations by the other Party under the RERA as set out above, the defaulting Party agrees and undertakes to indemnify and render harmless the other Party from all losses, damages and costs as determined by the Real Estate Regulatory Authority, Court of Law or other Legal Forums.
- f) The Owner and the Co-Developer will co-operate with the Developer and sign necessary consents, no-objection certificates, forms, applications, declarations and other documents as required for and incidental to registration of the Project and any other requirements of the Real Estate Regulatory Authority and shall agree to be Developer of the Project for the purpose of the RERA if required and called upon to do so by the said Authority.
- g) The Owner, the Developer and the Co-Developer shall maintain and operate the Dedicated Owner's Account, Co-Developer's Account and Dedicated Developer's Account respectively as mandated and required under RERA. In this regard, the Developer shall furnish to the Owner on a quarterly basis, a certificate from the Architect, Engineer and Chartered Accountant relating

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to the progress of construction/development and the cost incurred in the preceding quarter so as to enable withdrawal of funds from the said accounts by the Owner, Developer and the Co-Developer, as the case may be.

- h) During the application process for the RERA number for the project, if RERA compliance necessitates an amendment to the clauses of this Agreement, the Parties hereby agree that they shall duly comply with the same, provided that there shall be no deviation from the agreed allocation of Saleable Areas in terms of Clause 2.2 of this Agreement, commercial/payment terms and all other contractual terms and provisions of this Agreement, unless otherwise mutually agreed upon in writing, by the Parties.
- i) The Developer shall take the necessary steps to form the Association of Allottees under any local law as mandated under RERA and convey to such Association of Allottees the Common Areas in the Project through a document to be executed and registered with the Jurisdictional Sub-Registrar. Further, the Developer shall convey the Common Areas to the Association of Allottees as mandated by RERA.

8. Area Allocation:

- 8.1 The Parties hereby agree that in terms of the site and allocation plan annexed at **Annexure – C** of this Agreement, Villa Nos. 2, 3, 4, 5, 6, 10, 12, 13, 14, 17 and 18 (comprising a total of 11 villas) shall devolve upon and be allocated exclusively and solely to the Developer (equivalent to or approximately 60% of the Saleable Area in the Schedule

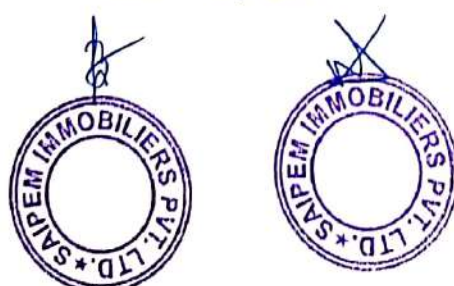
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Property), Villa Nos. 7, 8, 9, 11, 15 and 16 (comprising a total of 6 villas) shall devolve upon and be allocated exclusively and solely to the Co-Developer (equivalent to or approximately 33% of the Saleable Area in the Schedule Property), and Villa No. 1 (comprising 1 villa) shall devolve upon and be allocated exclusively and solely to the Owner (equivalent to or approximately 7% of the Saleable Area in the Schedule Property).

- 8.2 The Developer shall hand over one set of Sanction Plans, renewed or modified plan sanction within 15 (fifteen) days from the date of securing such plan/s to the other Parties, and the Parties hereby agree that there should be no difference in the Area Allocation in terms of Clause 8.1 and **Annexure – C** of this Agreement, and the actual Sanction Plan approved by the Government Authorities.

9. Time for Commencement and Completion:

- 9.1 The Developer hereby agrees and commits to complete the construction and development of 9 (nine) villas (i.e. Villa nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9) within a period of 40 (forty) months and 9 (nine) villas (i.e. Villa nos. 10, 11, 12, 13, 14, 15, 16, 17 and 18) within a period of 46 (forty-six) months, calculated from November 17, 2023, such that Absolute Completion of the Project is achieved in all respects (subject to conditions Force Majeure, as defined in this Agreement), and hand over vacant possession of the Owner's and the Co-Developer's share of Saleable Area completed in all respects to them and/or their nominees. The compliance with the stipulated time for commencement and completion of the Project is the essence of this Agreement and the Developer represents and warrants that it shall strictly adhere to the agreed time schedule and complete the Project in all aspects within the same.



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- 9.2 In the event of the failure on the part of the Developer to complete the development (i.e. achieve Absolute Completion) and hand over the possession of Owner's Saleable Area and Co-Developer's Saleable Area, the Developer shall be liable to pay compensatory damages to the Co-Developer and the Owner in the following manner:

For Villa nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9:

From 41st month – 45th month: Rs. 1000/- (Rupees One Thousand Only) per sq. mt. per month, for the incomplete and undelivered Owner's Saleable Area and Co-Developer's Saleable Area.

From 46th month – 50th month: Rs. 1500/- (Rupees One Thousand Five Hundred Only) per sq. mt. per month, for the incomplete and undelivered Owner's Saleable Area and Co-Developer's Saleable Area.

From 51st month onwards: Rs. 2000/- (Rupees Thousand Only) per sq. mt. per month, for the incomplete and undelivered Owner's Saleable Area and Co-Developer's Saleable Area.

For Villa nos. 10, 11, 12, 13, 14, 15, 16, 17 and 18:

From 47th month – 51th month: Rs. 1000/- (Rupees One Thousand Only) per sq. mt. per month, for the incomplete and undelivered Co-Developer's Saleable Area.

From 52st month – 56th month: Rs. 1500/- (Rupees One Thousand Five Hundred Only) per sq. mt. per month, for the incomplete and undelivered Co-Developer's Saleable Area.

From 57th month onwards: Rs. 2000/- (Rupees Thousand Only) per sq. mt. per month, for the incomplete and undelivered Co-Developer's Saleable Area.

- 9.3 If as a result of any injunction or stay orders granted by any court arising out of any claims or defect in the title of the Owner in respect of the Schedule Property, the construction

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work on the Schedule Property is stopped/suspended for the aforementioned reason, then, the Owner shall settle such claims or disputes to the satisfaction of the Developer at its cost and in such an event, the Developer shall be entitled to a corresponding extension of time to complete the Project, till such claims or disputes are resolved fully and finally by the Owner.

- 9.4 In case any legal proceedings are initiated upon the Schedule Property by any Government or Statutory Authority due to any defect in title of the Schedule Property which may hinder the progress of construction on the Schedule Property, then the Developer herein shall be entitled to corresponding extension of time to complete the construction/development (with an additional 3 months) and costs spent on resolving such litigation, and in the event if the Government or any Statutory Authority imposes any fine or penalty upon the Owner in respect of the Schedule Property, then the Owner shall settle such issues with the Government and such Statutory Authorities entirely at her cost.
- 9.5 If as a result of any injunction or stay orders granted by any court arising out of any defects or deviations in construction/development over the Schedule Property, and if the construction/development work on the Schedule Property is stopped/suspended for the aforementioned reason, then the Developer shall set right such defects or deviations and settle such disputes to the satisfaction of the Owner at its cost and in such an event, the Developer shall pay the agreed compensation for the delayed period of delivery of Owner's share of Saleable Area, if such delay extends beyond the overall stipulated timeline for Absolute Completion.
- 9.6 In case any legal proceedings are initiated upon the construction/development on the Schedule Property by any Government or Statutory Authority due to any defects or



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deviations in the construction/development on the Schedule Property, then the Developer herein shall resolve such litigation (at its cost) and in the event if the Government or any Statutory Authority imposes any fine or penalty upon the Project, then the Developer shall settle such issues with the Government and such Statutory Authorities entirely at its cost and the Owner shall not be held responsible in any manner whatsoever in this regard.

10. Force Majeure:

The Parties agree that the Developer shall not incur any liability for any delay in completion of the development activity in terms of this Agreement, if the same is caused by conditions or events force majeure, as defined. In the happening of any of the aforesaid events, the Developer shall within reasonable time from the date of occurrence/happening of such event issue of a notice in this regard to the Owner and the Owner shall give reasonable extension to the Developer for completion of the Project.

11. Hindrance/Obstruction to Construction:

The Owner shall have no right whatsoever, to obstruct or hinder, on any ground whatsoever, the Developer's exclusive right to carry out construction and any allied/related activities on the Schedule Property until completion of the Project, provided that the Developer fulfils all its obligations under this Agreement.

12. Right of Inspection:

During the entire period of the Project, the Owner and/or her authorized representatives shall have the right to carry out

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inspection/supervision of the construction in progress at all times in order to check on the progress of the Project, quality of construction and conformity to the specifications relating to construction agreed to between the Parties.

13. Stoppage of work on site:

It is agreed between the Parties that if the said construction work is entirely stopped for any reason for a period beyond 60 (sixty) days, then the Developer shall inform the Owner the reasons for the same in writing.

14. Permission to Enter:

14.1 The Owner herein grants unto the Developer and Co-Developer, the exclusive permission and right to enter upon the Schedule Property to carry out the development of the Project thereon on the terms and conditions contained in this Agreement. The Owner covenants to the Developer and the Co-Developer that such permission shall not be revoked until all the objects of this Agreement are fulfilled. The only exception to the same is if the Agreement is terminated prior, in accordance with the terms and conditions set out herein.

14.2 The Parties hereto confirm that the permission given to the Developer and Co-Developer to enter upon the Schedule Property is only permissive possession under a license as defined under Section 52 of the Indian Easements Act 1882 and shall not be construed as delivery of possession of the Schedule Property in part performance under Section 53 A of the Transfer of Property Act, 1882 or as a transfer within the meaning of Section 2(47) of the Income Tax Act, 1961. It is expressly clarified that the legal and lawful possession, control and domain over the Schedule Property shall remain

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and continue to vest in the Owner till the completion of the Project and the execution of the Sale Deeds in favour of prospective Purchaser/s of the Saleable Area in the Project. It is agreed between the Parties that on completion of the Project, the Developer shall deliver to the Owner and the Co-Developer herein and/or their nominees, the Owner's Saleable Area and the Co-Developer's Saleable Area.

15. Sale/Transfer of Owner's/Developer's Saleable Area/Co-Developer's Saleable Area:

15.1 The Developer, in view of developing the Schedule Property at its own cost and expense is entitled to retain, possess, enjoy, transfer, convey or alienate the residential villas forming a part of the Developer's Saleable Area in the Project to any person/s on the terms and conditions as deem fit without recourse to the Owner by the execution and registration of Sale Deeds in favour of Purchasers of residential villas falling under the Developer's Saleable Area post the issue of the Occupancy Certificate for the Project from the Department of Town and Country Planning, Panaji/Village Panchayat. Intimation by the Developer along with the certificate of the Architect of the Project confirming Absolute Completion to the Owner and Co-Developer will amount to due compliance of the obligations in this regard on the part of the Developer. The Developer shall also be entitled to enter into Agreement/s to Sell/Lease/Licence with prospective purchasers/lessees/licensees and execute and register sale deeds/lease deeds/deeds of leave and licence, in respect of the residential villas falling under the Developer's Saleable Area without any restriction whatsoever and collect amounts towards allotment, advances, installments and final payments under the said agreements/sale deeds/ lease deeds/deeds of leave and license on the terms and conditions as the Developer deems fit and appropriate, and to retain the entire amounts accruing

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and arising there from for itself without rendering any account to the Owner or Co-Developer.

15.2 The Owner shall be entitled to retain, possess, enjoy, transfer, convey or alienate the Owner's Saleable Area in the Project on terms and conditions as she deems fit without recourse to the Developer and the Co-Developer. The Owner shall be entitled to transfer, convey or alienate the Owner's Saleable Area in favour of any Purchaser/s of the residential villa/s falling under the Owner's Saleable Area through the execution and registration of Agreement for Sale/s in their favor post the issue of the Occupancy Certificate for the Project from the Department of Town and Country Planning, Panaji/Village Panchayat. The Parties agree that the Owner shall be entitled to enter and execute sale deed/s with Purchaser/s in respect of the residential villa/s falling under the Owner's Saleable Area upon the refund of the IFRSD to the Developer by her, in terms of Clause 21.

15.3 The Developer and Co-Developer shall join as a confirming party in the execution and registration of the Sale deed in respect of the Owner's Saleable Area in favour of any prospective Purchaser/s of one residential villa falling under the Owner's Saleable Area, if called upon and required by the Owner or the prospective Purchaser/s of any residential villa/s falling under the Owner's Saleable Area to do so.

15.4 The Co-Developer shall be entitled to retain, possess, enjoy, transfer, convey or alienate the Co-Developer's Saleable Area in the Project on terms and conditions as they deem fit without recourse to the Owner or the Developer. The Co-Developer shall be entitled to transfer, convey or alienate the Co-Developer's Saleable Area in favour of any Purchaser/s of residential villas falling under Co-Developer's Saleable Area through the execution and registration of the Sale Deed/s in their favor the issue of the Occupancy Certificate for the Project from the Department

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of Town and Country Planning, Panaji/Village Panchayat. The Co-Developer shall be entitled to enter into Agreement/s to Sell/Lease or License with prospective Purchaser/s / lessees / licensees and execute and register sale deeds / lease deeds / deeds of leave and license in respect of the residential villas falling under the Co-Developer's Saleable Area without any restriction whatsoever and collect amounts towards allotment, advances, installments and final payments under the said agreements/sale deeds on the terms and conditions as the Co-Developer deems fit and appropriate, and retain the entire amounts accruing and arising there from for itself without rendering any account to the Owner or the Developer.

15.5 The Developer agrees to forthwith execute any and all necessary deeds of conveyance/agreements/documents to convey and confirm the transfer of the built up developed villa units being part of Co-Developer's Saleable Area and of the Owner's Saleable Area and possession thereof to the Co-Developer, the Owner and/or their nominees or third party purchasers. The Co-Developer and the Owner agree to forthwith execute all necessary deeds of conveyance to more fully convey and confirm the transfer of the Developer's Saleable Area to the Developer or their nominees or assigns.

15.6 It is hereby agreed that each Party will be solely responsible for unfailingly paying all applicable taxes, statutory charges and dues applicable and arising in connection with the respective developed villa units allotted to them, and their respective obligations under this Agreement. The Developer, the Co-Developer and the Owner will be individually responsible for all stamp duty and registration costs arising in respect of execution of conveyance deeds entered into by them with third party purchasers for the developed villa units so allotted to them.

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15.7 The Owner shall execute and register a Specific Power of Attorney in favour of the Co-Developer in respect of the Schedule Property and any other deeds or documents to confer various rights on the Co-Developer including and not limited to the following: to confer on the Co-Developer the right to enter into agreements to sell, construction agreements and other agreements and execute sale deeds/and other documents in favour of the prospective purchasers/ lessees or licencees of the whole or part of the Co-Developer's Saleable Area, receive the sale price and consideration, deposits, rentals, license fees and other payments relating to the sale and conveyance/lease/licence of the Co-Developer's Saleable Area and appropriate the same for themselves without rendering any account to the Owner.

15.8 The Owner shall execute and register a Specific Power of Attorney in favour of the Developer in respect of the Schedule Property and any other deeds or documents to confer various rights on the Developer including and not limited to the following:

- a. obtain necessary permissions, clearances, NOCs, Sanction Plan and permissions from the Joint Director, Department of Town and Country Planning, Panaji, GESCOM, PWD, State Fire & Emergency Services Department, Pollution Control Board, etc., for electricity, water and sanitary connections and other Government departments where it is required to obtain an NOC or a licence or clearance respectively;
- b. to appear and represent before any Government Authorities, statutory bodies or agencies, tax and other concerned authorities, etc., in relation to the execution of any work in respect of the Schedule Property; and
- c. to confer on the Developer the right to enter into and present before the Sub-Registrar for registration, agreements to sell, construction agreements and other

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agreements and execute sale deeds/and other documents in favour of the prospective purchasers/ lessees or licencees of the whole or part of the Developer's Saleable Area, receive the sale price and consideration, deposits, rentals, license fees and other payments relating to the sale and conveyance/lease/licence of the Developer's Saleable Area and appropriate the same for themselves without rendering any account to the Owner.

15.9 The agreements to sell and sale deeds to be executed in favour of intending Purchaser/s of residential villas in the Project shall be uniform and on a standard format as mutually agreed between the Owner, the Developer and the Co-Developer, and as approved by the Real Estate Regulatory Authority constituted under RERA at the time of granting registration to the Project. It is further clarified that in event that the prospective purchasers choose to exit/cancel allotment, booking from/in the Project forming a part of the Owner's Saleable Area/Developer's/Co-Developer's Saleable area in the Project, the respective Parties will bear the cost and compensation that would be incurred and payable to such prospective purchaser/s out of their respective accounts, without any liability to the other Parties.

16. Ownership:

16.1 After the completion of the Project on the Schedule Property, the Purchaser/s of the residential villas in the Project shall own the same as their absolute owner/s along with proportionate undivided share, interest in the Common Areas in the Project through the Association of Allottees after its formation, with the condition that none of the owners of residential villas in the Project will have the right to seek

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partition or separate possession of the Common Areas in the Project at any point of time whatsoever.

16.2 The Owner/Developer/Co-Developer and the prospective Purchaser/s of residential villas in the Project shall be entitled to use and enjoy all the Common Areas, amenities and facilities in the Project and shall be entitled to free ingress and egress and shall have the right of way at all reasonable times and all other easementary rights and privileges attached thereto.

16.3 The Owner's Saleable Area, Developer's Saleable Area and the Co-Developer's Saleable Area shall be their absolute property that may use for residential/commercial purpose, and they shall be entitled to sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from and subject to payment of all sums towards income tax, GST as and when applicable, deposits towards power, water and maintenance charges and all other statutory dues in respect of the same.

16.4 The prospective buyers of residential villas from the Owner/Developer/Co-Developer's Saleable Area share, shall be entitled to raise finance from banks/financial institutions for the purchase of their residential villas as per terms issued by the bankers of the buyers of the residential villas.

17. Construction:

17.1 The construction shall be of highest quality as per standard civil engineering norms, and the Developer undertakes to use only premium and high quality materials, fixtures, and

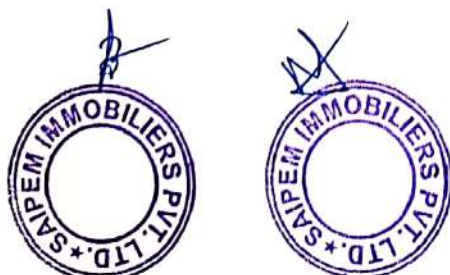
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fittings in the construction and development of the Project in terms of **Annexure - B**.

17.2 The Developer shall be at liberty to undertake the construction of the residential villas as per the Sanction Plan and as per the specifications set out in the **Annexure - B** to this Agreement at its cost and expense, and obtain all requisite permissions/sanctions/orders/modified plans/licenses from the competent authorities as may be necessary for commencement and completion of the Project on the Schedule Property. The entire development of the Schedule Property shall be undertaken simultaneously by the Developer, and under no circumstance shall the construction and delivery of the Saleable Areas allotted to the Co-Developer and Owner be delayed by the Developer.

17.3 The Developer (at its cost) shall be entitled to entrust the development work to such person/s /firms/companies as the Developer may think fit and appropriate and shall be at liberty to appoint Architect/s, consultants for landscaping, electrical and plumbing, Civil Engineers, contractors and any other professionals which the Developer may deem it necessary for the effectual completion of the Project or for professional assistance relating thereto, however, the Developer alone shall be responsible for due performance of the construction/development obligations.

17.4 **Construction Cost:** All expenses and costs which may have to be incurred in connection with the preparation of the plans, drawings, estimates, etc., obtaining Sanction Plan and the entire cost of construction/development of the residential villas and the amenities, services and facilities and the fittings and fixtures thereon, including the fees payable to the Government Authorities, Architects, Engineers, Contractors and other staff and workmen shall be solely borne by the Developer.

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17.5 The Developer shall pay all such statutory deposits, as may be necessary for obtaining the water, sewerage and electricity connections from the relevant government departments, for all residential villas comprising the Project, and part of these costs that are part of the Pass Through Charges will be recovered proportionately from the Parties/their prospective purchasers.

17.6 In case of any accident/s occurring on the Schedule Property during the construction and development of the Project, the Developer shall be solely responsible to settle and face the consequences of such accident/s and make payment of compensation, claims and losses suffered by any party due to the said accident/s and make good the said losses, and the Co-Developer 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 shall be liable and the Developer shall fully indemnify Co-Developer and the Owner in this regard.

17.7 In case of disputes between the Developer and his contractors, Architects, engineers and other workmen and suppliers of material and other persons who are engaged in the development of the Schedule Property, the same shall be settled by the Developer who alone shall be liable and answerable for their claims, if any, and the Co-Developer and the Owner shall have no liability of any nature in this behalf and the Developer agrees to indemnify and keep indemnified the Owner and Co-Developer from all claims, costs, losses or damages that they may incur in this regard.

18. Taxes/Levies:

18.1 Capital Gains Tax and all other taxes/levies and any cess liable to be levied on the amounts realized by the sale of the residential villas built on the Schedule Property or due to this Development Arrangement between the Parties herein,

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shall be borne and paid for by the respective Parties for their respective share(s) in the Project, and the burden of such taxes may be passed on to the prospective Purchaser/s and/or end user, as permitted under law. The Owner, Developer and Co-Developer shall be liable to bear and pay all applicable statutory taxes/amounts including but not limited to Income Tax and GST.

18.2 In the event the Department of Town and Country Planning, Panaji or any other Statutory Authority imposes a condition seeking relinquishment/surrendering any area from the Schedule Property towards parks and open space etc., such relinquished/surrendered area shall be surrendered by the Owner, with the Developer and Co-Developer as Confirming Parties.

18.3 The Owner hereby covenants to pay all arrears of municipal taxes and all pending charges (if any) from government/statutory bodies with respect to the Schedule Property till the date of registration of this Agreement in respect of the Schedule Property to the concerned authorities, and thereafter, for the duration of this Agreement, water, power consumption and any other charges/dues/expenses in relation to the construction/development of the Project on the Schedule Property shall be payable by the Developer, till the completion of the Project.

18.4 After the completion of the Project, the assessment of property tax shall be obtained from statutory authorities in respect of the individual residential villas by the Developer, and thereafter, the Owner, the Developer and the Co-Developer or the prospective Purchaser/s of the Owner's/Developer's/Co-Developer's Saleable Area in the Project shall pay their respective shares of the property tax assessed by the authorities, municipal taxes and the expenses incurred in that behalf. It is hereby agreed between the Parties that they shall pay the property tax in

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respect of their respective residential villas to the authorities until the same are sold.

18.5 The Developer, Owner and the Co-Developer shall bear the proportionate share of GST on the sale of their respective Saleable Areas, the proportionate share of power, water and maintenance charges and deposits, tax assessment and municipal taxes, expenses towards routine maintenance of Common Areas, amenities and facilities in the Project, corpus funds, etc., for their respective share of Saleable Area in the Project.

18.6 The Owners/Allottees/Occupants of residential villa/s in the Project shall pay maintenance charges and maintenance deposit at such rates as shall be jointly decided by the Developer, Owner and Co-Developer, from time to time. The sale deeds or lease deeds, letters of allotment or license agreements, as the case may be executed with Purchaser/s of residential villas in the Project such shall have suitable provisions for the same.

19. OTHER COVENANTS OF THE PARTIES:

19.1 That the Owner shall not enter into any agreement for development or create, sell, transfer, mortgage, create any charge on the Schedule Property in favour of any other banks/ financial institutions, person or persons under any circumstance and in any manner whatsoever.

19.2 That the Owner has not executed any power(s) of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Schedule Property in any manner whatsoever.

19.3 That the Owner shall comply with and shall cause compliance with the provisions hereof and shall provide full co-operation in the compliance and performance of its obligations and undertakings and shall honour the rights,



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interests and benefits of the Developer and the Co-Developer herein contained.

19.4 All Parties shall pay their share of Pass Through Charges, GST, power deposits, water deposits, and municipal taxes on their Saleable Areas as and when the Absolute Completion is achieved by the Developer.

19.5 All Parties shall extend any and all necessary co-operation to each other and do all such acts, and execute all deeds, agreements, writings, statements, affidavits, declarations as they may be called upon by the other Party, so as to fully and effectively comply with and ensure performance of this Agreement and as may be required for the development of the Schedule Property in accordance with the Agreement including obtaining of all approvals and compliance of RERA process.

19.7 All Parties shall adhere to all the obligations under RERA and co-operate with each other in fulfilling the provisions of RERA in letter and spirit.

19.8 It is clearly agreed to between the Parties that the compliance of all the obligations by all the Parties under this Agreement, which is a condition precedent, is of the essence of this Agreement and in case for any reason, the Parties fail in fulfilling the same, the same will amount to a Material Breach on their part, in which event, the affected Party shall issue a notice to the other defaulting Party to rectify/settle such Material Breach to the satisfaction of the non-defaulting Party on or before a period of 90 (ninety) days from the date of the notice, failing which the non-defaulting Party shall have the right to terminate the Agreement unilaterally by way of sending an intimation in writing by registered post/email to the defaulting Party expressing their intention to do so, in which event this Agreement shall stand terminated and all the consequences as set out in this Agreement will flow accordingly.

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19.9 The Developer and the Co-Developer shall not have the right to create any mortgage or charge in relation to or on the Schedule Property or use the same as collateral for funding of the development and construction activity of the Project.

20. Developer's Obligations:

20.1 To meet the Developer's Cost as defined.

20.2 To open and operate the Project Account as defined and to ensure that all the Pass Through Charges deposited therein are remitted/transferred to the concerned statutory authority or the Association of Allottees, as the case may be.

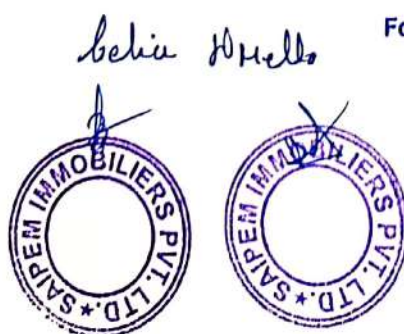
20.3 To take all steps that are necessary to ensure that the Project is practically completed within the time stipulated in this Agreement, subject to conditions Force Majeure as defined.

20.4 To ensure that the specifications relating to construction as detailed in the **Annexure - B** to this Agreement are strictly complied with, with near equivalents permitted only in case of non-availability of certain items over a considerable period of time, after mutual consent (in writing) between the Parties.

20.5 To ensure uninterrupted work on site with adequate man power, material and financial resources required for the Project.

20.6 To meet the demands and claims of labour on site, contractors (labour, construction and material) including any contingencies that may arise out of accidents on the Project site.

20.7 To meet the claims of Purchaser/s or Allottee/s of residential villas of the Project in matters relating to quality of construction of the structure for a period of five years from the date of Absolute Completion of the Project.



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- 20.8 The Developer shall handover one set of Sanction Plan, other licences, clearances and permissions obtained from various statutory authorities and Government Agencies in relation to the Project to the Owner on or before a period of 15 (fifteen) days from the date of obtaining each such sanction, license, clearance or permission.
- 20.9 The Developer, as the Promoter of the Project shall apply for registration of the Project before the Real Estate Regulatory Authority under RERA and do all acts, deeds and things to comply with the provisions of RERA.
- 20.10 The Developer shall duly form an "Association of Allottees" under the local law and convey the Common Areas in the Project to such "Association of Allottees".

21. Interest Free Refundable Security Deposit ("IFRSD")

21.1 The Developer shall in addition to constructing for the Owner and the Co-Developer, their respective Saleable Areas in the Project, pay to the Owner, with the express consent and concurrence of the Co-Developer, an amount of Rs. 6,75,00,000/- (Rupees Six Crores Seventy-Five Lakhs only) as an interest free refundable security deposit ("IFRSD") in the manner mentioned below:

- (i) Rs. 45,00,000/- (Rupees Forty-Five Lakhs Only) on August 2, 2023 vide UTR No. HDFCR52023080276605106;
- (ii) Rs. 45,00,000/- (Rupees Forty-Five Lakhs Only) on August 3, 2023 vide UTR No. HDFCR52023080376976154;
- (iii) Rs. 45,00,000/- (Rupees Forty-Five Lakhs Only) on August 7, 2023 vide UTR No. HDFCR52023080777752757;

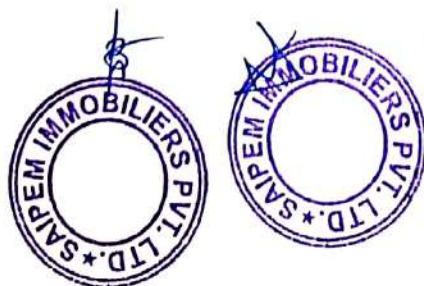
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For ESVILA ESTATES LLP

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For ESVILA ESTATES LLP

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- (iv) Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only) on August 9, 2023 vide UTR No. HDFCR52023080978530640;
- (v) Rs. 45,00,000/- (Rupees Forty-Five Lakhs Only) on August 11, 2023 vide UTR No. HDFCR52023081178969591;
- (vi) Rs. 47,00,000/- (Rupees Forty-Seven Lakhs Only) on August 14, 2023 vide UTR No. HDFCR52023081479523454;
- (vii) Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only) on August 18, 2023 vide UTR No. HDFCR52023081880701328;
- (viii) Rs. 33,00,000/- (Rupees Thirty-Three Lakhs Only) on August 21, 2023 vide UTR No. HDFCR52023082181285511;
- (ix) Rs. 10,00,000/- (Rupees Ten Lakhs Only) on August 24, 2023 vide UTR No. HDFCR52023082482151876;
- (x) Rs. 50,00,000/- (Rupees Fifty Lakhs Only) on September 8, 2023 vide UTR No. HDFCR52023090886204915;
- (xi) Rs. 50,00,000/- (Rupees Fifty Lakhs Only) on September 15, 2023 vide UTR No. HDFCR52023091587886461;
- (xii) Rs. 10,00,000/- (Rupees Ten Lakhs Only) on October 10, 2023 vide UTR No. HDFCR52023101094434633;
- (xiii) Rs. 20,00,000/- (Rupees Twenty Lakhs Only) on October 27, 2023 vide UTR No. HDFCR52023102799144906;
- (xiv) Rs. 37,50,000/- (Rupees Thirty-Seven Lakhs and Fifty Thousand Only) on December 4, 2023 vide UTR No. HDFCR52023120459207772;

For ESVILA ESTATES LLP

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For ESVILA ESTATES LLP

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- (xv) Rs. 30,00,000/- (Rupees Thirty Lakhs Only) on December 12, 2023 vide UTR No. HDFCR52023121261471046;
- (xvi) Rs. 37,50,000/- (Rupees Thirty-Seven Lakhs and Fifty Thousand Only) on June 21, 2024 vide UTR No. HDFCR52024062168174396; and
- (xvii) Rs. 1,00,00,000/- (Rupees One Crore Only), vide UTR No. HDFCR52024090489819072.

21.2 The Owner shall return the aforesaid IFRSD to the Developer only upon the Absolute Completion of the Project being achieved, within a period of 10 (ten) days of the Developer calling for such payment and having handed over the delivery and possession of the Owner's Saleable Area to the Owner. In the event that the Owner fails to take possession/delivery of the said Owner's Saleable Area and refund the IFRSD to the Developer, she shall be liable to pay maintenance, property tax, and other applicable statutory charges in relation to the residential villa allotted to her, and the Owner shall also be liable to pay an interest of 12% p.a. on the total IFRSD amount, till such time that the same is refunded by her to the Developer.

22. Indemnity:

22.1 The Owner hereby covenants and declares that the Owner has subsisting right, title and interest over the Schedule Property and that the same is free from all and every kind of Encumbrances, attachments of any court, charges etc., and that if as a result of any misrepresentation made by the Owner in relation to the title of the Schedule Property causes loss to the Developer and the Co-Developer, the Owner undertakes to make good the loss of construction, development expenses and damages suffered by the Developer and the Co-Developer. The Owner hereby

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undertakes to settle any dispute/claim that may arise as regards the title of the Schedule Property, at her cost.

22.2 The Owner shall keep the Developer and Co-Developer fully indemnified and hold harmless against any loss, liability, expenses, cost or claims or actions or proceedings, arising in relation to road access to the Schedule Property for the duration of this Agreement and till the Absolute Completion of the Project, and the Owner hereby undertakes to settle any dispute/claim that may arise in this regard, at her cost.

22.3 The Developer shall keep the Owner fully indemnified and harmless against any loss, liability, expenses, cost or claims or actions or proceedings, penalties, for and on account of defect or deficiency in quality of construction, quality of workmanship, deviations and other acts of omission and commission of the Developer for the duration of this Agreement and till the Project is completed in the Schedule Property, and also the Developer alone shall be responsible and liable to pay and settle all claims, disputes etc., raised or claimed by the prospective Purchaser/s of residential villa/s forming part of the entire Saleable Area, the labour employed by it or any claims from labour contractor in putting up the construction. Further, the Developer shall be fully and solely liable and responsible for all government and authority approvals and any other authorities for compliance of all the statutory requirements regarding construction/development, including any liability or claim that may accrue and arise as a result of deviation from the Sanction Plan, beyond the permissible limits.

23. Termination:

This Agreement shall stand terminated on the occurrence of the following events:

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- (a) On the Absolute Completion of the Project, the sale of the residential villas forming a part of the Developer's Saleable Area, and handing over possession/delivery of the Owner's Saleable Area to the Owner and Co-Developer's Saleable Area to the Co-Developer herein.
- (b) On the occurrence of any Force Majeure conditions or events which render the performance of the obligations by the Developer under this Agreement impossible, and as mutually confirmed between the Parties.
- (c) On the Owner committing a Material Breach of the terms of this Agreement.
- (d) On the Developer committing a Material Breach of the terms of this Agreement.
- (e) On the Project being indefinitely stalled due to any permanent order of injunction issued by a Court of law in response to any claim being made on the title of the Owner to the Schedule Property, and in relation to the road access to the Schedule Property.
- (f) On the Project being indefinitely stalled due to any actions of the Developer and an order of injunction issued by a Court of law.
- (g) On the Project being indefinitely stalled due to any order or any legislation of the Government prohibiting the development of the Schedule Property.
- (h) In the unlikely and unforeseen event that the entire Schedule Property is acquired under any Law by the Government Authorities before completion of the Project.

24. Consequences of termination:

On termination of this Agreement under Clause 23 (a), the Owner shall be liable to return the Developer the IFRSD within a period of 10 (ten) days from Absolute Completion.

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On termination of the Agreement under any of the circumstances mentioned in Clause 23 (c) or (e) above, the Owner shall be liable to return the Developer the IFRSD within a period of 1 (one) month from termination with simple interest at 12% per annum, and in addition to the same, the Owner shall reimburse all expenses incurred by the Developer and the Co-Developer on the Project till that date as certified by the Architect and Engineer mutually appointed by the Owner, Developer and the Co-Developer to evaluate such expenses.

However, if the termination is caused by a Material Breach on the part of the Developer as contemplated in Clause 23 (d) and (f); or in terms of Clause 23 (b) and (g), the Owner shall be entitled to complete the construction on the Schedule Property as agreed under this Agreement with the Co-Developer, and it shall be the Developer's responsibility to assign its rights and obligations under this Agreement to a new third party, on the same terms and conditions set out under this Agreement, with the mutual consent of the Owner and the Co-Developer.

If the termination of the Agreement is caused upon the occurrence of Clause 23 (h), the Parties hereby agree to jointly legally contest the aforesaid acquisition/acquisition proceedings, and any proceeds paid by the Government for such acquisition shall be paid to the Owner being the land owner. The Parties mutually agree that from the said proceeds of compensation paid by the Government to Owner, the expenses incurred by the Developer and Co-Developer till such date of acquisition and the security amount of the Developer and Co-Developer shall be deducted first from the said compensation proceeds, whereas, the remaining balance, if any, shall be shared by the Parties in the ratio of Developer: 60%, Co-Developer: 33% and Owner: 7%, and the Parties shall not raise or make

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any future claims against each other upon the initiation or completion of such acquisition/acquisition proceedings.

25. Association to be formed:

The Owner/Co-Developer/Developer or the Purchaser/s of the residential villa/s in the Project, shall become members of an Association of Allottees to be formed by all the owners of the Residential Villa/s for the purpose of attending to maintenance and safety of the Common Areas of the Project and shall observe and perform the terms/conditions/byelaws/ rules/regulations of such society/Associations/condominium to be formed by all the said owners.

26. Maintenance Deposits:

26.1 The Owner/Developer/Co-Developer and/or the Purchaser/s of the residential villas in the Project shall maintain their respective portions at their own costs and expenses in good and tenantable condition and shall not do or suffer to be done anything in the Common Areas of the residential villas, which may be against law or this Agreement or which will cause obstruction or interference to the users of such Common Areas in the Project.

26.2 The Owner/Developer/Co-Developer and/or the Purchaser/s of the residential villas in the Project shall be deemed to have accepted the following conditions and contracted to bear the following routine expenses after Absolute Completion of the Project.

- a. Maintenance of lifts, pump sets, generators, transformer and other machineries, sanitary and electrical lines common to the building.
- b. Payments of electrical and water charges for common services areas.

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- c. Replacement of bulbs in corridors and in other Common Areas.
- d. Provision for watchman, lift operator, pump operators and other security staff.

27. Stamp Duty and Registration Charges:

This Agreement and the Specific Power of Attorneys in favour of the Developer and Co-Developer referred to herein, shall be registered with the sub-registrar of Bardez at Mapusa-Goa and the costs of stamp duty and registration charges in relation to the same, shall be the sole responsibility of the Developer.

Solely for the purpose of computation of stamp duty and registration fees payable by the Parties is as follows:

27.1 The total built up area admeasuring 536 sq.mtrs. of Villa No.1 alongwith undivided Right and share of the Schedule Property to be handed over to the **Owner** has been estimated at **Rs.35,000/- (Rupees Thirty Five Thousand Only)** per square meters and the same is valued at **Rs.1,87,60,000/- (Rupees One Crore Eighty Seven Lakhs and Sixty Thousand Only)**. Accordingly, 2.9% Stamp Duty payable is **Rs.5,44,040/- (Rupees Five Lakhs Forty Four Thousand and Forty Only)** and the Registration Fees is **Rs.5,62,800/- (Rupees Five Lakhs Sixty Two Thousand and Eight Hundred Only)**.

27.2 The undivided right in the Scheduled Property admeasuring area 13051 sq.mtrs., is valued at **Rs.7,83,06,000/- (Rupees Seven Crores Eighty Three Lakhs and Six Thousand Only)**. Accordingly, 2.9% Stamp Duty payable is **Rs.22,70,874/- (Rupees Twenty Two Lakhs Seventy Thousand Eight**

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Hundred and Seventy Four Only) and the Registration Fees is Rs.23,49,180/-

The Total Market Value of the transaction is Rs. 9,70,66,000/- (Rupees Nine Crore Seventy Lakhs and Sixty-Six Thousand Only). Accordingly, the Total Stamp Duty of 2.9% amounting to Rs.28,14,914/- (Rupees Twenty-Eight Lakhs Fourteen Thousand Nine Hundred and Fourteen Only) is paid and the Total Registration Fees of 3% amounting to Rs.29,11,980/- (Rupees Twenty-Nine Lakhs Eleven Thousand Nine Hundred and Eighty Only) is paid.

28. Name of the Project:

The name of the Project shall be decided mutually by the Parties and shall not be altered, modified or changed in any manner whatsoever.

30. Forbearance:

Any delay, inaction, indulgence shown by any Party in enforcing the terms of this Agreement for any breach by the other Party of any provision of this Agreement, shall not constitute a waiver of any prior, concurrent or subsequent breach of the same, or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

31. Advertisement & Publicity:

On obtaining necessary sanctions including registration under RERA, the Developer is entitled to advertise the Project in Newspapers, Hoardings, Print and Electronic Media and by other way of advertisements and also offer access to any prospective purchaser/s for the purposes of

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promoting and marketing the Project. Each Party shall be at liberty to erect sign boards in the Schedule Property advertising for sale and disposal of their individual share of Saleable Area.

32. Contract Conditions shall be Common to all:

The Developer, Co-Developer and the Owner will require every person/s to whom they shall hereinafter sell and convey the individual residential villas in the Project to observe the terms and conditions that will be recorded in the agreement to sell/sale deed entered into or executed in their favour in particular that relating their rights and restrictions vis-a-vis the Common Areas in the Project.

33. Defect Liability Period:

33.1 The Developer shall be responsible for any structural defects in construction of the residential villas in the Project up to a period of five (5) years from the date of Absolute Completion of the Project, as per the provisions contained under the RERA.

33.2 The defects shall include but are not limited to structural defects, water leakage, seepages, cracks in walls, flooring, faulty plumbing, patios, moisture, moss etc. which are all to be redone and fixed by the Developer immediately at the Developer's cost, for a period of 1 (one) year from the date of Absolute Completion of the Project.

34. Custody of this Agreement:

The original of this Agreement duly registered shall be with the Developer and certified copies of the registered Agreement shall be retained by the Owner and the Co-

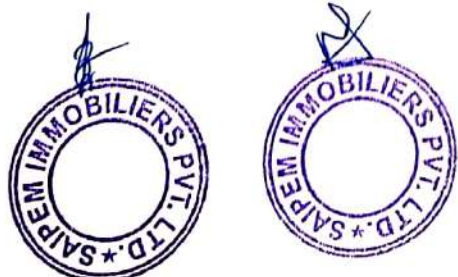
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For ESVILA ESTATES LLP

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Developer. The Developer and Co-Developer shall retain the original of the Specific Power of Attorneys in their favour, and provide the other Parties with a copy thereof.

35. Notices:

Any notice to either party can be sent by Registered Post with acknowledgement due or email to the addresses mentioned below:

In the case of the Owner to

Name : Mrs. Maria Celia De Mello
E-Mail : celiadmello@goa@gmail.com
Mobile : +91 8390641113

In the case of the Co-Developer to

Name : Mr. Ameet Ramchandra Bakhale
Designation : Managing Director
E-Mail : saipemimmobiliers@gmail.com
Mobile : +91 9822930000 / +91 9822126262

In the case of the Developer to

Name : Mr. Hardeep Singh Bhalla
Designation : Designated Partner
Email : hardeep@villamio.in
Mobile : +91 9810202637

36. Unenforceable Clauses:

In the event of any provision of this Agreement being declared, by any judicial or other competent authority, to be void, voidable, illegal or otherwise unenforceable, or if indications of the same are received by either of the Parties from any relevant competent authority, the Parties shall amend that provision in such reasonable manner as

Celia De Mello

For ESVILA ESTATES LLP
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For ESVILA ESTATES LLP
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achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force.

37. Changes /Modifications:

No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment in writing to this Agreement and signed by the Parties.

38. Nature of Relationship:

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party. The relationship between the Developer, Co-Developer and the Owner established by this Agreement is that of independent parties and nothing in this Agreement shall be construed to give any Party the right or power to direct or control the activities of the other Party or to constitute the Parties as employer and employee, association of persons, co-owner or otherwise as participants in a joint undertaking or to allow any Party to create or assume any obligations or liabilities on behalf of the other Parties for any purpose whatsoever or to represent to any person, firm or entity that such Party has any right or power to enter into or binding obligation or liability on the other Party's behalf.

39. Entire Agreement:

The Parties acknowledge that this Agreement and Annexures along with any ancillary agreements constitute

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For ESVILA ESTATES LLP

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the entire agreement between the Parties and overrides/supersedes all earlier agreements (either oral or written) between the Parties in respect of the Schedule Property.

40. Confidentiality:

This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the Owner, except when the same is required to be disclosed pursuant to Applicable Laws, rules, regulations etc. or is appropriate in connection with any necessary or desirable intimation to the Government of India. Before making any such disclosure, the Owner shall obtain prior approval/consent of the Developer and the Co-Developer, in writing.

41. Dispute Resolution & Governing Law:

41.1 Each of the Parties agree that, if any dispute(s) or difference(s) arise between the Parties, in connection with or arising out of this Agreement, the Parties shall attempt, for a period of 30 (thirty) days from the receipt of a notice from the other Party of the existence of a dispute(s), to amicably settle such dispute(s) by mutual discussions between the Parties.

41.2 If the Parties fail to amicably resolve the said dispute(s) by mutual discussion amongst themselves in the manner set out above, the Parties hereby agree to refer to arbitration any or all such disputes as may arise in respect of this Agreement or any matter connected to the subject matter thereof. It is the intention of the Parties that any dispute arising out of this Agreement shall be settled by way of arbitration in terms of the Arbitration & Conciliation Act, 1996 as applicable to India.

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For ESVILA ESTATES LLP

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41.3 It is mutually agreed that the arbitral tribunal shall consist of a Sole Arbitrator (who shall be a retired judge of the Panjim Bench of the Bombay High Court) to be appointed by mutual agreement of the Parties.

41.4 It is mutually agreed that the venue of proceedings of the arbitral tribunal shall be at Panjim, Goa.

41.5 This Agreement and any disputes or claims arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed, construed and interpreted solely in accordance with the laws of India, and each of the Parties irrevocably submits to the exclusive jurisdiction of the courts at Panjim, Goa.

41. Specific Performance:

The Parties agree that they shall have the right to apply for immediate injunctive relief and specific performance of this Agreement in the event of a breach or alleged breach by the other Party of its obligations under this Agreement. Such right to injunctive relief and specific performance shall be in addition to the Parties other rights and remedies hereunder and at law, in respect of such breach.

42. Assignment:

No rights or liabilities under this Agreement shall be assigned by the Owner, Developer or the Co-Developer without the prior written consent of the other Parties.

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For ESVILA ESTATES LLP

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For ESVILA ESTATES LLP

Authorized Signatory



SCHEDULE PROPERTY

All that piece and parcel of the distinct immovable property known as "Araddi do Priorado de S. Tome or "Priorado de S. Tome" or "Aradi" or "S. Tome" or "Aradhi" or "God Xetacho Bandh", or "Orda Aradhi" situated at Candolim presently surveyed under Survey No. 53/1-D of Village Calangute, admeasuring a total area of 13,051 sq. mts., which property is described under Description No. 19771 and 19772 of Book B-51 (New) of Bardez, and enrolled in the Land Revenue Office of Bardez under Matriz No. 541 and 545 of Candolim Bardez, bounded as follows:

On the North: Partly by Boundary of Village Saligao beyond which lies Survey No. 113/0 of Village Saligao and partly by the property Bearing Survey No. 53/1-B;

On the South: Partly by the Public Road and partly by the property bearing Survey No. 53/1-B;

On the West: By the property surveyed under Survey No. 52/1-C; and:

On the East: By the property bearing Survey No. 53/1-B

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Development Agreement on the day, month and year first above written at Mapusa, Goa in the presence of the following witnesses.

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For ESVILA ESTATES LLP

[Signature]
Authorised Signatory



For ESVILA ESTATES LLP

[Signature]
Authorised Signatory

SIGNED SEALED AND DELIVERED
BY THE WITHINAMED OWNER
MRS. MARIA CELIA DE MELLO alias
CELIA DMELLO alias CELIA ELETERIO
DMELLO, OF THE FIRST PART:



Celia Dmello

L.H.F. Prints



R.H.F. Prints



Celia Dmello

For ESVILA ESTATES LLP

Authorised Signatory

For ESVILA ESTATES LLP

Authorised Signatory



SIGNED SEALED AND DELIVERED
BY THE WITHINAMED DEVELOPER
ESVILA ESTATES LLP, REPRESENTED
HEREIN BY ITS DESIGNATED
PARTNER MR. SAMANT BRARA,
OF THE SECOND PART.

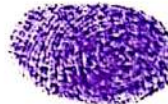
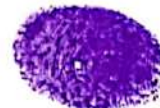
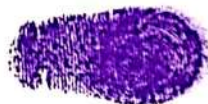
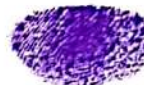
For ESVILA ESTATES LLP



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Samant Brara
Authorised Signatory

R.H.F. Prints



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For ESVILA ESTATES LLP

For ESVILA ESTATES LLP

Samant Brara
Authorised Signatory

Belia Dmello
Authorised Signatory



SIGNED SEALED AND DELIVERED
BY THE WITHINAMED DEVELOPER
ESVILA ESTATES LLP, REPRESENTED
HEREIN BY ITS DESIGNATED
PARTNER MR. HARDEEP SINGH
BHALLA, OF THE SECOND PART



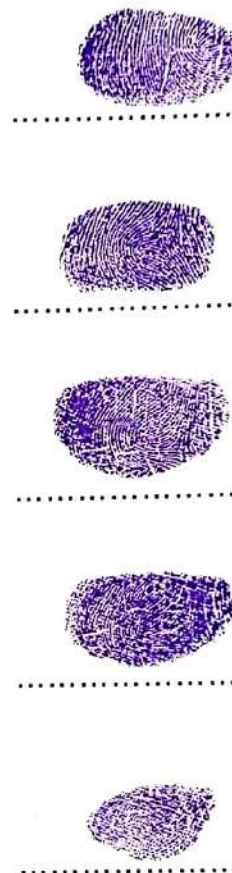
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For ESVILA ESTATES LLP

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For ESVILA ESTATES LLP

Authorised Signatory



SIGNED SEALED AND DELIVERED
BY THE WITHINAMED CO-DEVELOPER
SAIPEM IMMOBILIERSPRIVATE LIMITED,
REPRESENTED HEREIN BY ITS DIRECTOR
MR. LLOYDCIPRIAN BRAGANZA,
OF THE THIRD PART



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For ESVILA ESTATES LLP



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Authorized Signatory

For ESVILA ESTATES LLP

[Signature]
Authorized Signatory

SIGNED SEALED AND DELIVERED
BY THE WITHINAMED CO-DEVELOPER
SAIPEM IMMOBILIERS PRIVATE LIMITED,
REPRESENTED HEREIN BY ITS DIRECTOR
MR. AMEET RAMCHANDRA BAKHALE,
OF THE THIRD PART.



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Amheet Bakhale



For ESVILA ESTATES LLP

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For ESVILA ESTATES LLP

Authorised Signatory

WITNESSES :

1. NAME : Mr. Harshkumar Amarjeet Takrani
FATHER'S NAME : Amarjeet Takrani
AGE : 39 years
OCCUPATION : Service
AADHAAR CARD NO. :
MARITAL STATUS : Married
MOBILE NO. :
ADDRESS : H1D1, Devashri Garden, Near NH 17,
Porvorim, VTC:Porvorim,
PO:Secretariate, District:North Goa,
State:Goa, PIN Code:403521.

SIGNATURE :

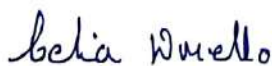


2. NAME : Mr. Dhiraj Kanolkar
FATHER'S NAME : Dattaram Kanolkar
AGE : 33 years
OCCUPATION : Business
AADHAAR CARD NO. :
MARITAL STATUS : Married
MOBILE NO. :
ADDRESS : House No. 709, Chonsai Palniwada,
Paxem, Pernem, North Goa, Goa -
403512.

SIGNATURE :



For ESVILA ESTATES LLP



For ESVILA ESTATES LLP

Authorised Signatory

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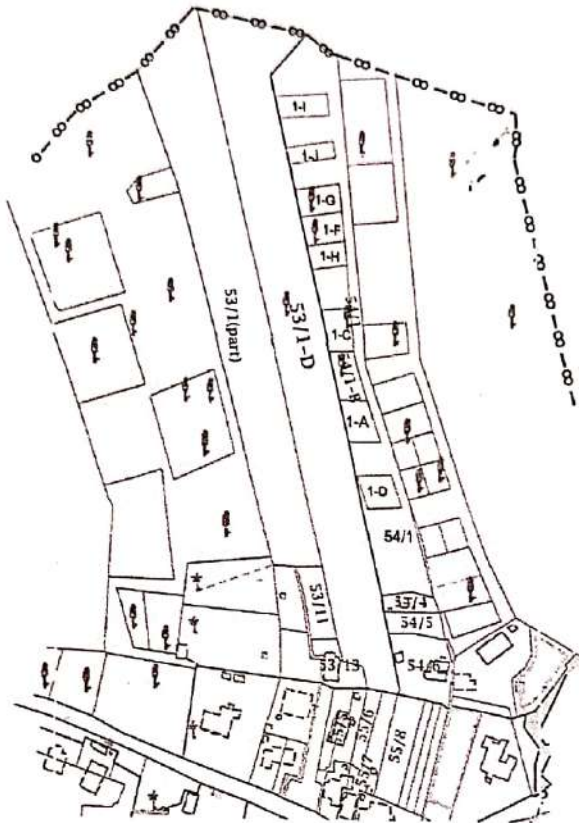


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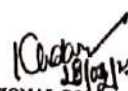
Government Of Goa
Directorate of Settlement and Land records
Plan

Appln Date : 06-01-2023

Ref. No.: 123-485



Name : BARDEZ
Name : Calangute
No. : 53
No. : 1-D


ADDITIONAL COLLECTOR-III
North Goa District,
Mapusa-Goa

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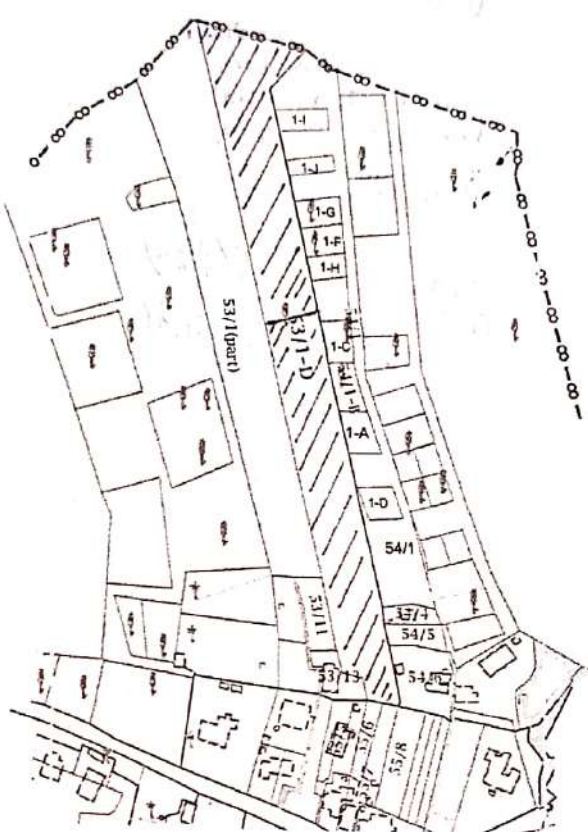
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Government Of Goa
Directorate of Settlement and Land records
Plan

Appln Date : 06-01-2023

Ref. No.: 123-485



 - RESIDENTIAL ZONE

 - RESIDENTIAL ZONE Overlapped with No Development Slopes.

Taluka Name : BARDEZ
Village Name : Calangute
Survey No. : S3
Subdiv No : 1-D


ADDITIONAL COLLECTOR-III
North Goa District,
Mapusa-Goa

Report Generated By: SWAPNIL BHONSLE

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**Certified Xerox Copy
Of The Original**

Vinayak K. Narvekar
Advocate & Notary
State of Goa (India)
31st January Road,
Panaji-Goa.
Mob.: 9604164389

Reg No.: 1927/24
Date: 07/9/2024



4981/2022
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Of The Original



OFFICE OF THE SENIOR TOWN PLANNER
Town & Country Planning Dept., North Goa District Office,
302, Govt. Building Complex, Mapusa, Bardez - Goa.



Ref No : TPBZ/ZON/10791/CAL/TCP-2022/01

Dated: 26/12/2022

ZONING INFORMATION

Inward no. 05

Dated: 26/12/2022

The Zoning of the property bearing Survey No.53/1-D of Calangute Village Bardez Taluka total admeasuring 13,051.00m² is as follows.

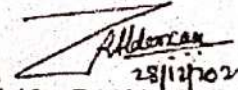
As per Outline Development Plan for Calangute - Candolim Planning Area 2025, the plot under reference falls in "Residential Zone (S2) & partly overlapped with No Development Slopes with permissible 80 FAR.

This information is issued based on the application received from Maria Celia De Mello dt. 26/12/2022 to be read with note given below:

This information is issued as per Circular no.36/1/TCP/443/2022/3462 dt. 22/12/2022 issued by Chief Town Planner (Planning).

Processing fees Rs.3000/- paid vide Challan No.1237 dated 26/12/2022.

(Vivek D. Mayenkar)
Pl. D'man Gr. I


(Zaidev R. Aldonkar)
Dy. Town Planner

To,
Maria Celia De Melló,
H. no.1638, Saipem, Candolim,
Bardez Goa.

NOTE:-

The Zoning information provided is as per Outline Development Plan in force as on date of issue of the above information and shall not be construed as NOC in any form for undertaking any development including construction and sub-Division etc.

Further any development shall be subject to provisions of Tenancy Act, Land Use Regulation Act, Forest Conservation Act, Highways Act, Ancient Monuments and Archaeological Sites and Remains Act, (State and Central), EIA notification issued by MOUF, Coastal Regulation Zone, including section 17-A of the TCP Act.

P.T.O.



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Vinayak K. Narvekar
Advocate & Notary
State of Goa (India)
31st January Road,
Panaji-Goa.
Mob.:9604164389

Reg No: 1928/24
Date: 5/9/2024





FORM I & XIV

महाराष्ट्र नं १ व १४

100019433001

Date: 04/09/2024

Page 1 of 2

Taluka BARDEZ
 Village Calangute
 Name of the Field Orda Aradhi
 शेताचे नांव

Survey No. 53
 सर्वे नंबर
 Sub Div. No. 1-D
 हिस्सा नंबर
 Tenure
 मत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop दिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0001.30.51	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0001.30.51

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन
0000.00.00	0000.00.00	0000.00.00

Grand Total
 एकूण
 0001.30.51

Remarks शेरा

as per the Order No.

ISLR/PART/BAR/CAL/315/2022 dated

30/11/2022

and letter

No. ISLR/PART/BAR/CAL/315/2022 dated

03/12/2022 issued by Inspector of Survey &

Land Records City Survey, Mapusa.

Assessment: Rs. 0.00
 फोर
 Rs. 0.00

Predial Rs. 0.00
 प्रेदियाल
 Rs. 0.00

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Maria Celia de Mello		85191	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Nil			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणाऱ्याचे नांव व हक्क प्रकार Nil		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणाऱ्याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for cultivation नापिक जमीन Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
	Nil									

End of Report

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

For ESVILA ESTATES LLP

Maria Celia de Mello

Authorised Signatory

For ESVILA ESTATES LLP

Authorised Signatory



4951/2024



FORM I & XIV

नमूना नं १ व १४

100019433001

Date: 04/09/2024

Page 2 of 2

Taluka

BARDEZ

Village

Calangute

Name of the Field

Orda Aradhi

शेताचे नांव

Survey No. 53

सर्वे नंबर

Sub Div. No. 1-D

हिस्सा नंबर

Tenure

सत्ता प्रकार



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For ESVILA ESTATES LLP

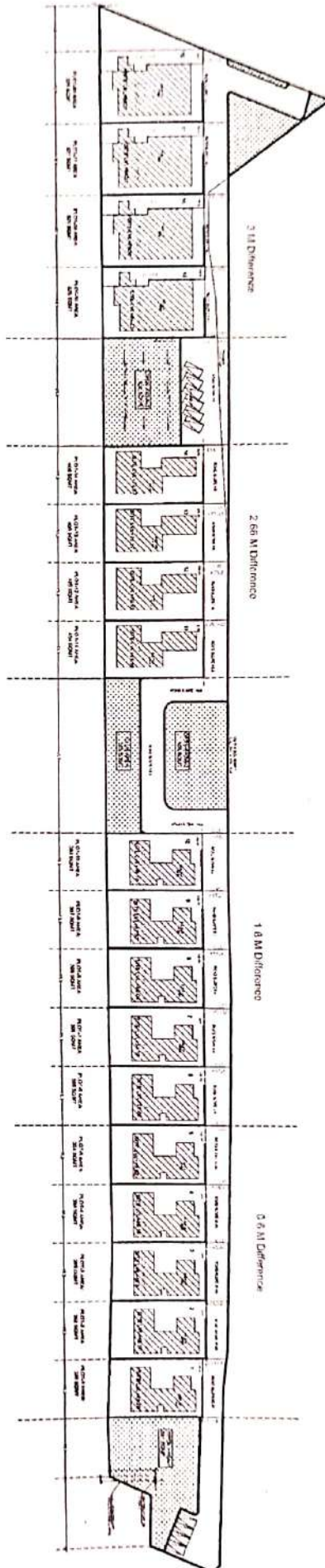
For ESVILA ESTATES LLP

Authorised Signatory

Authorised Signatory



SITE PLAN



Radia Bhalla

For ESVILA ESTATES LLP
Authorized Signatory
For ESVILA ESTATES LLP



PROJECT	SAIPEN GOA, INDEPENDENT ROW VILLAS	DRAWING NAME:	Authorised Signatory
CLIENT:	MR. HARDEEP BHALLA	DWG NO:	23.05.2024
		DATE:	
		DWG IN CHARGE	
		ARCHITECT	BRAMU KARBANDA
CHECKED BY :	AR BHANU	CONCEPT ARCHITECT:	
DRAWN BY :	AR SHALINI		
DRAW		DESIGN RESEARCH WORKSHOP	
		ARCHITECTURE/INTERIOR/FURNITURE	
		LG, A-517, SUSHANT LOK-4, GURGAON-122002	
		addition@designresearch.in +91-9871915213	

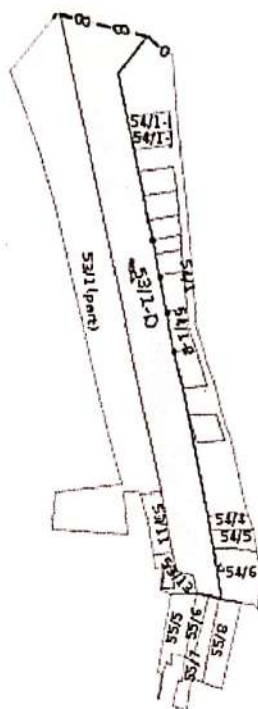
4951/2024



Government of Goa
Directorate of Settlement and Land records
Survey Plan
Bardez Taluka, Calangute Village
Survey No.: 53 , Subdivision No.: 1-D

Scale 1:5000

Reference No.: REV192472065



For ESVILA ESTATES LLP
For ESVILA ESTATES LLP

belia NMello

Authorized Signatory

Authorized Signatory

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NOTE: PLAN TO BE PRINTED ON A4 SIZE



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 06-Sep-2024 01:32:04 pm

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Presented at 01:27:18 pm on 06-Sep-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	2815000
2	Registration Fee	2911980
3	Processing Fee	3100
Total		5730080

Stamp Duty Required :2815000/-

Stamp Duty Paid : 2815000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	HARDEEP SINGH BHALLA Designated Partner Of ESVILA ESTATES LLP , Father Name:Trilochan Singh Bhalla, Age: 55, Marital Status: ,Gender:Male,Occupation: Business, Address1 - W-15/3, Western Avenue, Sainik Farms, Khanpur, South Delhi - 110062., Address2 - , PAN No.:			For ESVILA ESTATES LLP Authorized Signatory

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	MARIA CELIA DE MELLO Alias CELIA DMELLO Alias CELIA ELETERIO DMELLO , Father Name:Late Joao Benedito Pereira Alias Benedito Pereira, Age: 71, Marital Status: Widow ,Gender:Female,Occupation: Land Lady, House No. 1638, Saipem, Candolim, Bardez, Goa., PAN No.:			<i>celia Dmello</i>
2	SAMANT BRARA Designated Partner Of ESVILA ESTATES LLP , Father Name:Baljeet Brara, Age: 53, Marital Status: ,Gender:Male,Occupation: Business, B-8/11, Ground Floor, Vasant Vihar - 1, South West Delhi - 110057., PAN No.:			For ESVILA ESTATES LLP Authorized Signatory
3	HARDEEP SINGH BHALLA Designated Partner Of ESVILA ESTATES LLP , Father Name:Trilochan Singh Bhalla, Age: 55, Marital Status: ,Gender:Male,Occupation: Business, W-15/3, Western Avenue, Sainik Farms, Khanpur, South Delhi - 110062., PAN No.:			For ESVILA ESTATES LLP Authorized Signatory
4	LLOYD CIPRIAN BRAGANZA Represented By Director Of SAIPEM IMMOBILIERS PRIVATE LIMITED , Father Name:Jose Angela Maria Braganza, Age: 49, Marital Status: ,Gender:Male,Occupation: Business, House of Lloyds, H. No. 1638, Saipem, Candolim, Bardez, Goa - 403515., PAN No.:			

1:32 PM

Sr.NO	Party Name and Address	Photo	Thumb	Signature
5	AMEET RAMCHANDRA BAKHALE Represented By Director Of SAIPEM IMMOBILIERS PRIVATE LIMITED , Father Name:Ramchandra Bhaskar Bakhale, Age: 47, Marital Status: ,Gender:Male,Occupation: Business, H. No. 323/2, Ward No. IX, Dayanand Bandodkar Road, St. Inez, Panaji, Tiswadi, Goa – 403001., PAN No.:			



Witness:

/We individually/Collectively recognize the Authorized Representative, Developer, Owner,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Harshkumar Amarjeet Takrani, Age: 39, DOB: , Mobile: 0, Email: , Occupation: Business , Marital status : Married , Address: 403521, H. No. 101 Devashri Garden near NH17 Porvorim PO Secretriati, H. No. 101 Devashri Garden near NH17 Porvorim PO Secretriati, Socorro, Bardez, NorthGoa, Goa			
2	Name: Dhiraj Kanolkar, Age: 33, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403512, H. No. 709 Chonsai Palniwada Parxem, H. No. 709 Chonsai Palniwada Parxem, Pernem, Pernem, NorthGoa, Goa			

Sub Registrar

SUB-REGISTRAR

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Registration Number :- **BRZ-1-4810-2024**

Date : 06-Sep-2024



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

SUB-REGISTRAR
BARDEZ

