

Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 13-Aug-2024 14:53:12
Date of Receipt: 13-Aug-2024

Receipt No : 2024-25/9/4282
Serial No. of the Document : 2024-BRZ-4330
Nature of, Document : **Agreement or its records or Memorandum of Agreement - 5**
Received the following amounts from **AKBAR AMIRAL JAFFER Partner Of M/S PIRAZONA REALTY LLP** for
Registration of above Document in Book-1 for the year 2024

Registration Fee	956230	E-Challan(Online fee)	Challan Number : 202400570651 CIN Number : CPAEBPYHU5	956230
Processing Fee	2520	E-Challan(Online fee)	Challan Number : 202400570651 CIN Number : CPAEBPYHU5	2570
Total Paid	958800 (Rupees Nine Lakh Fifty Eight Thousands Eight Hundred only)			

Probable date of issue of Registered Document: / /



Signature of the Sub-Registrar

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

Name of the Person Authorized : *Ana Clara E. Mendes*

Specimen Signature of the Person Authorized
TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT
The Registered Document has been handed over to on Dated **13-Aug-2024**

Signature of the person receiving the Document

HA Jaffer
Signature of the Presenter

Signature of the Sub-Registrar



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



STAMP DUTY CERTIFICATE

ENDORSEMENT

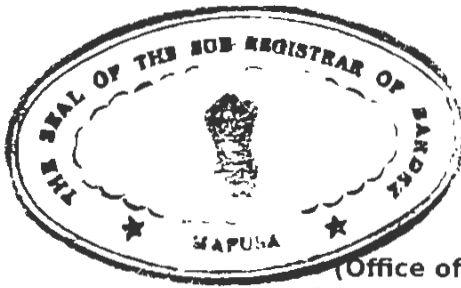
(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

Stamp Duty Of :₹ 924400/-

(Rupees Nine Lakh Twenty Four Thousands Four Hundred only)

PAID VIDE E-RECEIPT NO 202400576218 DATED :02-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	:	202400043491
DOCUMENT SERIAL NUMBER	:	2024-BRZ-4330
DATE OF PRESENTATION	:	13-Aug-2024
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-4219-2024
DATE OF REGISTRATION	:	13-Aug-2024
NAME OF PRESENTER	:	AKBAR AMIRALI JAFFER Partner Of M/S PIRAZONA REALTY LLP
REGISTRATION FEES PAID	:	₹956230/-
PROCESSING FEES PAID	:	₹2570/-
MUTATION FEES PAID	:	N.A./-



**Government of Goa
Directorate of Accounts**

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

- 1 -



Echallan No. 202400576218

e-Receipt

Department: 10 - NOTARY SERVICES

Echallan Date: 02/08/2024 16:40:21

Name and Address of Party: AKBAR | 9822123213
Mumbai

Service: Stamp Duty

Amount

Stamp Duty ₹ 924400.00

Total Amount: ₹ 924,400.00

(Rs. Nine Lakh Twenty Four Thousand Four Hundred Only
)

Department Data:

202400043491 NOTARY|202400043491 NOTARY

Bank ref No:

CPAEBPXLT8

Status:

Success

Payment Date:

02/08/2024 17:42:51

Payment Gateway:

SBI_MOPS

2024 - BRZ - 4330

13/08/2024

Print Date: 02/08/2024 17:43:01



AGREEMENT FOR DEVELOPMENT CUM SALE

This Agreement for Development cum Sale is made on this 5th day of August, 2024 at Mapusa, Bardez, Goa ("Agreement").

BETWEEN

- I. 1) (a) Mr. FLORIANO CONCEICAO MAXIMO LOBO ALIAS
MR. FLORIANO CONCEICAO LOBO ALIAS FLORIANO LOBO,
PAN Card No. _____ and Aadhar Card No. _____,
son of Mr. Rosario Custodio Lobo, age about 73 years, business,
Indian National, married and his wife (b) Mrs. RITA VERA

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LOBO, PAN Card No. _____ and Aadhar Card No. _____, daughter of Mr. Baptista Xavier D'Cunha, wife of Mr. Floriano Conceicao Maximo Lobo, age about 77 years, business, Indian National, married, both presently residing at House No: 173, Pirazona Waddo, Near St. Xavier High School, Moira, Bardez, North Goa, Goa: 403507, hereinafter referred to as the "**FIRST PARTY**", (which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective heirs, successors, administrators and assigns) of the "**FIRST PART**";

AND

- I. M/S PIRAZONA REALTY LLP**, (PAN No. ABDFP6362J), a Limited Liability Partnership concern, having its office at Floor G15, Abubakar Mansion, Colaba, Mumbai: 400001 herein represented by its Designated Partners, a) **Mr. AKBAR AMIRALI JAFFER**, PAN Card No. _____ and Aadhar Card No. _____, son of Mr. Amirali Kamruddin Jaffer, age about 53 years, business, Indian National, married, residing at 1101, Celestial Tower, 15th Road, Bandra West, Mumbai 400050 and also residing at 21 Acron Uplands, Nachinola, Bardez, Goa 403507 and b) **Mr. SAURABH RAMESH SANGEKAR**, PAN Card No. _____ and Aadhar Card No. _____, son of Mr. Ramesh Nagesh Sangekar, age about 56 years, service, Indian National, married, residing at Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai – 400004 and also residing at Villa B6A Eugenia Evergreens, Kalizor Vaddo, Attafondem, Moira, Bardez, Goa: 403507 hereinafter referred to as the "**SECOND PARTY**", (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its successors and assigns) of the **OTHER PART.**



The FIRST PARTYS and the SECOND PARTY shall be collectively referred to as the "**PARTIES**".

Capitalized words and expression as used herein shall carry their ordinary meanings as are congruent and consistent with the manifest intent and purpose of this Agreement and not otherwise.

WHEREAS:

A. There exist two properties as follows:

(a) The property known as "CODDY" also known as "PIRZONA", wherein exists the house bearing V.P. No. 169 situated in the ward Pirazona Village Moira, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The entire property is presently surveyed under No.122/5 of Village Moira Survey Records, admeasures 2,075 square meters and is hereinafter referred to the "**SAID PROPERTY-I**" which property is more particularly described in **SCHEDULE "I"** herein under written. The Said Property-I is not found described in the Land Registration Office nor found enrolled in the Taluka Revenue Office; and

(b) The property presently known as "CODDY" also known as "PIRZONA", situated in the ward Pirazona of the Village Moira, Taluka and Registration of the Sub-District of Bardez, District of North Goa, State of Goa. The entire property is presently surveyed under No.122/15 of Village Moira Survey Records, admeasures 1,950 square meters and is hereinafter referred to the "**SAID PROPERTY-II**" which property is more particularly described in **SCHEDULE "II"** herein under written. The Said Property-II is found described in the Land Registration Office of Bardez under No.29036 of Book B-



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74 at folio 175v, and enrolled in the Taluka Revenue Office of Bardez at Mapusa under No.2045;

The SAID PROPERTY-I and SAID PROPERTY-II are hereinafter collectively referred to as the "**SAID PROPERTIES**". The Survey plans of the SAID PROPERTIES is annexed hereto as Annexure "**A**".

- B. The SAID PROPERTIES are zoned as follows as per the zoning certificate TPBZ/ZON/12316/MOI/TCP-2023/4804 dated 06/06/2023.

Property	Zoning	Area in Sq. mtrs.
SAID PROPERTY - I	Settlement Zone having (VP-2) status with permissible FAR 60	2,075
SAID PROPERTY - II	Settlement Zone having (VP-2) status with permissible FAR 60	1,950



- C. The SAID PROPERTY-I originally belonged to Joao Baptista Lobo alias Joao Batista Lobo alias Joao Baptista Caitano Lobo married to Idalina Piedade Correia by virtue of ownership Lease (aforado) granted in his favour by the Comunidade of Moira, and accordingly the property came to be inscribed in favour of said Joao Baptista Caitano Lobo under number two hundred and eighty three at page one hundred and eighty five overleaf of book "Tombo" (register of comunidades) second b, number three. Upon the death of Joao Baptista Lobo alias Joao Batista Lobo and his wife Idalina Piedade Correia the Deed of Succession and Partition dated 1st October, 1942 was executed and registered in the book of the Notary Jose Joaquim Filipe Pinto de Menezes under No.144 at pages 91 overleaf to page ninety seven overleaf of Book number four hundred and eighty, and accordingly the said property was allotted as follows:

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- (a) Southern half of the Said Property-I to Rosario Custodio Lobo, married to Josefina Virginia Fernandes, (father and mother of Floriano Conceicao Lobo) wherein exists a house named Villa RC Lobo bearing V.P. No.169 and;
- (b) Northern half of the Said Property-I to Conceicao Sebastiao Lobo, bachelor, who went missing for a considerable amount of time and has been presumed to be dead and around the year 1941.

The said Conceicao Sebastiao Lobo expired leaving behind four brothers as his legal heirs to succeed to his estate namely 1) Angelo Maria Lobo married to Raquel Maria Alvares, 2) Antonio Caetano Acacio Lobo married to Maria Conceicao Isabel Carvalho alias Isabel Carvalho, 3) Jose Arcanjo Rafael Lobo married to Ana Conceicao Siqueira, and 4) Rosario Custodio Lobo married to Josefina Virginia Fernandes alias Virginia Josefina Lobo Fernandes e Lobo (father and mother of Floriano Conceicao Lobo.



There is a presumption of title having devolved in favour of the said four brothers on the demise of the said Conceicao Sebastiao Lobo, and their title has been cemented by the lack of challenge to the same over the years and to date and accordingly the title in respect of the northern half of the SAID PROPERTY-I has devolved onto the said four brothers of the said Conceicao Sebastiao Lobo and their wives by virtue of positive prescription.

Accordingly, the names of Requel Maria Alvares alias Requel Maria Alvarez, Maria Conceicao Isabal Carvalho alias Maria Conceicao Isabel Carvalho, Ana Conceicao Sequeira alias Ana Conceicao Sequiro, Virginia Lobo as being the heirs of Conceicao Sebastiao Lobo; and further the name of Floriano Conceicao Lobo are appearing in the occupant's column of survey no.122/5 of Village Moira, Bardez, Goa on carrying out mutation proceedings.

The said Virginia Lobo alias Virginia Josefina Fernandes e Lobo alias Virginia Josefina Lobo, purchased from the said Ana

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Conceicao Sequeira, widow of Rafael Jose Arcanjo Lobo, her 1/4th undivided share in the northern half of the Said Property-I vide Deed of Sale dated 30/08/1978 which Deed of Sale is duly registered before the Office of the Sub Registrar of Bardez at Mapua under No.777, Book I, Volume No.127 dated 10/11/1978 **(DEED OF SALE I)**.

The said Virginia Lobo alias Virginia Josefina Fernandes e Lobo alias Virginia Josefina Lobo, purchased the 1/4th undivided share of late Angelo Maria Lobo and his wife Raquel Maria Alvares in the northern half of the Said Property-I from the children of the said Angelo Maria Lobo to whom the said share had devolved, i.e. from Ciriaco Baptista Lobo(bachelor), Quintino Xavier Lobo, and his wife Maria Lobo, Eusebio Conceicao Lobo(bachelor) by virtue of the Deed of Sale dated 19/9/1978 duly registered before the office of the Sub Registrar of Bardez at Mapusa under No.756 at pages 166 to 169 of Book No.1 volume No.125 on 8/11/1978 **(DEED OF SALE II)**.



The said Virginia Josefina Lobo alias Virginia Lobo, widow of Rosario Custodio Lobo, along with her children, (i)Alexander Baptista Lobo, and his wife Joan Laura Lobo, (ii)Eleuterio Marcus Lobo and his wife Alba Maria D'Souza Lobo, and (iii) Atanasio Francisco Lobo(bachelor) have sold their share of the Said Property-I (northern and southern half) amounting to 5/8th undivided share of Virginia Josefina Lobo alias Virginia Lobo, and 1/32 undivided share of each child of Rosario Custodio Lobo at Serial No.(i), (ii) and (iii) respectively which include their respective shares, in the undivided shares purchased by Virginia Josefina Lobo alias Virginia Lobo by virtue of DEED OF SALE I and DEED OF SALE II; in favour of Floriano Conceicao Lobo by virtue of Deed of Sale dated 12/12/1983 duly registered before the office of the Sub Registrar of Bardez at Mapusa under No.596 at pages 107 to 113 of book No.1 Volume No.189 on 12/12/1983 **(DEED**

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OF SALE III); and accordingly the said Floriano Conceicao Lobo became owner of 3/4th undivided share in the SAID PROPERTY-I.

The balance 1/4th undivided share in the northern half of the SAID PROPERTY-I was gifted to Floriano Conceicao Lobo by virtue of Deed of Gift dated 28th December, 2018 duly registered before the Office of the Sub Registrar of Bardez by Conceicao Sebastiao A. Lobo alias Canceicao Lobo and his wife Bela Lobo alias Bela Nazareth, who are the heirs to the 1/4th undivided share in the northern half of the property of late Antonio Caetano Acacio Lobo, married to Maria Concecao Isabel Carvalho ("**GIFT DEED I**").

Accordingly, the said Floriano Conceicao Lobo has obtained exclusive rights, title and interest in the northern half of the SAID PROPERTY-I and the southern half of the SAID PROPERTY-I.



No succession/ inventory proceedings have been carried out other than the Deed of Succession and Partition dated 1st October, 1942 from which the present title flows. However, there is a strong presumption of title in favour of Floriano Conceicao Lobo along with his wife Rita Vera Lobo in as much as any defect in title if any has been cured by the passage of time and the positive prescription in their favour, along with their continuous and uninterrupted possession of the SAID PROPERTY-I which has been open and unopposed.

- D. The SAID PROPERTY-II is found inscribed under No.42089 of Book G-45 folio 77v in favour of Maria Elisa Soares, widow of Antonio Xavier Pedro Teotonio de Souza alias Antonio Xavier Teotonio de Souza having been allotted the same (as per said Inscription Certificate) in the Inventory proceedings filed on the death of the said Antonio Xavier Pedro Teotonio de Souza alias Antonio Xavier Teotonio de Souza by virtue of the order dated 14th April, 1962.

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As per the Description Certificate the SAID PROPERTY-II is found described in the Land Registration Office of Bardez under No.29036 of Book B-74 at folio 175v;

The SAID PROPERTY-II has then been gifted by Maria Eliza Soares alias Maria Elisa Soares alias Maria Eliza Soares e Souza to Rita Lourdina Carvalho, her daughter in law by virtue of the Deed of Gift dated 26th July, 1973 which Deed of gift is duly registered in the Office of the Sub Registrar of Bardez under No.6731 of Book No.1 Volume 35 at pages 239 to 242 on 26th July, 1973.

Subsequently, Rita Lourdina Carvalho along with her husband, sold the property Coddì surveyed under survey no.122/15 i.e. the Said Property-II by virtue of Deed of Sale dated 19th July, 1978 which Deed of Sale is duly registered in the Office of the Sub Registrar of Bardez under No.189 of Book No.1 Volume 127 at pages 16 to 20 on 18th October, 1978 executed by Rita Lourdina Carvalho and her husband Antonio Xavier Pedro Teotonio de Souza in favour of Floriano Conceicao Lobo and his wife Rita Vera Lobo ("**DEED OF SALE IV**"), which DEED OF SALE IV is to be read along with the Deed of Rectification dated 31st January, 1983 registered before the Sub Registrar of Bardez under No.640 at pages 76 to 79 of Book No.1 Volume No.191 on 29th December, 1983. In the Deed of Sale dated 19th July, 1978 the survey number of the SAID PROPERTY-II has been erroneously mentioned as 118/4 instead of 122/15 and accordingly the said Deed of Rectification has been executed to rectify the said DEED OF SALE IV.

It is seen that from the date of execution of the DEED OF SALE IV, the said Floriano Conceicao Lobo and his wife Rita Vera Lobo have been the owners in title of the SAID PROPERTY-II and have been in exclusive and uninterrupted possession as owners thereof with good and valid title free from encumbrances.



E. A portion of SAID PROPERTY I admeasuring 80.70 squares metres has been taken under road widening.

F. [Intentionally Left Blank]

G. It is clarified that the SECOND PARTY is entitled, responsible and has the unfettered right to develop the SAID PROPERTIES to its maximum potential in terms of this Agreement.

H. Each of the Party herein has represented and warranted to the other Party that:

a. The execution, delivery and performance of this Agreement by the Parties have been duly authorized.



b. This Agreement constitutes a legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with the terms set out herein. This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the transactions contemplated herein to which the Parties are a party, constitutes or will constitute, following the execution and delivery thereof, valid and legally binding obligations of the Parties, enforceable against it in accordance with its respective terms.

c. Neither the execution and delivery of this Agreement by such Party, nor the performance of its obligations hereunder, will (i) violate or constitute a default under any other agreement to which it is a party or by which it is bound; or (ii) violate or otherwise conflict with any laws applicable to such Party.

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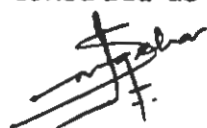
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- d. There are no actions, suits, or proceedings pending or, to its knowledge threatened, against such Party in any court or by or before any competent authority or any arbitrator.
- e. No order or judgment of any court or approval from any Government, Statutory or Regulatory body (whether domestic or foreign), having been issued or made or revoked against any Party herein, making it unlawful or otherwise prohibiting the transactions contemplated in this Agreement.
- f. The Parties will always ensure compliance with the applicable anti-corruption laws (Prevention of Corruption Act, 1988).

I. The FIRST PARTY represent and warrant to the SECOND PARTY that:

- a. They are the absolute owners in possession of and are otherwise sufficiently ceased of and entitled to complete right, title and share in the SAID PROPERTIES.
- b. The title to the SAID PROPERTIES has devolved upon them as per Recital C and Recital D herein above.
- c. The SAID PROPERTIES are free from all encumbrances and that besides the FIRST PARTY there are no other person(s), third parties having any right title and interest nor are entitled in any way whatsoever to the SAID PROPERTIES. The FIRST PARTY undertakes and warrants to indemnify and keep indemnified the SECOND PARTY from any claims, demands, losses arising out of the title to the SAID PROPERTIES.
- d. The FIRST PARTY nor any of its predecessors in title are guilty of having / not having done any act, deed or thing which can be construed as a breach of any law, regulations, rules, which affects



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the title of the FIRST PARTY to the SAID PROPERTIES or any part thereof and has resulted or may result in payment of any fine, penalty or premium to any authority.

e. The FIRST PARTY holds, possesses and enjoys a clear and marketable title to the SAID PROPERTIES and has the, right, authority and capacity to transfer the clear and marketable title of the SAID PROPERTIES and that the FIRST PARTY and the SECOND PARTY are free to undertake the development of the SAID PROPERTIES.

f. The FIRST PARTY shall not be entitled to create a mortgage in favour of any third party over the SAID PROPERTIES save and except as may be required for construction finance to be availed by the SECOND PARTY which the FIRST PARTY hereby irrevocably consents.

g. The SAID PROPERTIES are not affected by any reservations.

h. There are no other easementary rights created under any document or any covenant or by prescription in respect of and / or upon the SAID PROPERTIES or any part thereof that will affect the development envisaged under this Agreement.

i. That the FIRST PARTY has represented to the SECOND PARTY that the SAID PROPERTIES are fit for development upon procurement of conversion sanad and there are no legal impediment to the FIRST PARTY to enter into this Agreement under any law or contract nor are the SAID PROPERTIES a land in which there is any statutory prohibition for sale/development/conveyance and the SAID PROPERTIES are not a subject matter to any acquisition/requisition proceedings or encumbrance, of any kind whatsoever and the SAID PROPERTIES have not been mortgaged or offered as collateral for



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securing any loan or for obtaining any advance whatsoever from any individual, Bank or Financial Institution and it is not subject to any statutory or any other charge or payment of income tax, gift tax etc. and is fit for construction of a residential villa scheme to its full potential thereon post procurement of conversion sanad.

- j. That the SAID PROPERTIES are in Settlement Zone, and the SAID PROPERTIES shall have an F.A.R. of 60% as per Table – VIII of The Goa (Regulation of Land Development and Building Construction) Act, 2008 (Goa Act 6 of 2008) and The Goa Land Development and Building Construction Regulations, 2010 (Incorporating all Amendments upto September 2018 and / or any amendments to the aforesaid acts from time to time.).



Save and except the rights provided under this Agreement neither the FIRST PARTY nor anyone on its behalf has otherwise entered into any agreement for sale, transfer or development or transfer of development rights with respect to the SAID PROPERTIES with any third party/ies prior to the execution of this Agreement, nor are the SAID PROPERTIES, subject matter of any gift, memorandum of understanding (either oral or written) or any other writing by whatever name called, creating any right in favour of any third party/ies save and except with the SECOND PARTY and as stated in Recital E and Recital F hereinabove.

- l. The entire F.A.R available on the SAID PROPERTIES shall be utilized for the development of the SAID PROPERTIES envisaged under this Agreement.
- m. There are no disputes as to the boundaries with respect to the SAID PROPERTIES with the adjoining property owners.

- n. As on the Execution Date, to the best of knowledge of the FIRST PARTY, there is no statutory bar or prohibition to hold the SAID PROPERTIES including and not limited to any provisions under the Goa Town and Country Planning Act 1974, Goa Daman and Diu Land Revenue Code 1968 or any other provision of law applicable to the SAID PROPERTIES.
- o. The SECOND PARTY shall be entitled to develop the SAID PROPERTIES and the development rights granted under this Agreement in this regard are clear, marketable and free from all encumbrances.
- p. FIRST PARTY further declares that they shall not be entitled to or claim from the SECOND PARTY any other form of compensation, damages, charges etc against handing over of possession of the SAID PROPERTIES for the development envisaged under this Agreement, other than the FIRST PARTY'S ENTITLEMENT.
- q. There are no outstanding/s to any revenue/ Tax departments which could directly / remotely constitute a charge/ lien on the SAID PROPERTIES that may adversely affect/ prejudice the transaction contemplated herein.
- J. The SECOND PARTY has represented to the FIRST PARTY that:
- a. It is duly organized and validly existing and has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder.
- b. The execution and delivery of this Agreement has been duly authorized by way of a Resolution passed in the meeting of the Board of Partners and shall also bind each of its respective Designated Partners.



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- c. Neither the execution nor delivery of this Agreement nor the performance of its obligations hereunder, will violate or constitute a default under its constitutional documents.
- d. The SECOND PARTY is engaged in the business of development of immoveable properties.
- e. The SECOND PARTY has the requisite manpower and technical know-how required for developing the SAID PROPERTIES.
- f. It is not insolvent.
- g. It has or can arrange the necessary monetary and other resources to carry out in a timely manner its responsibilities and obligations specified herein.
- K. The name of the FIRST PARTY, appears in Form I and XIV of the SAID PROPERTY-I under mutation entries 2220 and 69637.
- L. The name of the FIRST PARTY, appears in Form I and XIV of the SAID PROPERTY-II under mutation entry 1891.
- M. The SAID PROPERTY-I has been converted for residential use with 60 F.A.R. vide Conversion Sanad dated 03/04/2024 under reference no. 4/88/CNV/ACIII/2024/573, by the Additional Collector – III, North Goa District, Mapusa – Goa. The cost of Conversion Sanad is borne by the SECOND PARTY.
- N. The SAID PROPERTY-II has been converted for residential use with 60 F.A.R. vide Conversion Sanad dated 03/04/2024 under reference no. 4/87/CNV/ACIII/2024/572, by the Additional Collector – III,



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North Goa District, Mapusa – Goa. The cost of Conversion Sanad is borne by the SECOND PARTY.

- O. The FIRST PARTY are desirous of developing and constructing a residential gated community scheme complex on the SAID PROPERTY by utilizing F.A.R available under, the Goa (Regulation of Land Development and Building Construction) Act, 2008 (Goa Act 6 of 2008) and the Goa Land Development and Building Construction Regulations, 2010 (Incorporating Amendments upto September 2018 and / or any amendments to the aforesaid acts from time to time) to the utmost extent and have approached the SECOND PARTY to develop and construct on the SAID PROPERTIES.



- P. Based on the above representations, the SECOND PARTY has offered to the FIRST PARTY to develop the SAID PROPERTIES by constructing a project consisting of 11 Villas including infrastructure and villa amenities (herein referred to as the "**SAID PROJECT**").

- Q. And in consideration of the SECOND PARTY constructing and handing over to the FIRST PARTY total built up area of 1,187.30 square metres by way of 04 (Four) Villas which are specified in detail in **Schedule III** hereunder written and the FIRST PARTY retaining the existing house bearing no: 169 hereinafter referred to as the "**FIRST PARTY'S ENTITLEMENT**" upon receipt of Occupancy Certificate for the SAID PROJECT, the FIRST PARTY agrees to transfer all the undivided right corresponding to 2,257.81 square metres in the SAID PROPERTIES to the SECOND PARTY and/or its nominees/ affiliates / Purchasers/ Allottees.

- R. It is further agreed that the SECOND PARTY shall be entitled to construct for itself 07 (Seven) Villas on the undivided share of 2,257.81 square metres, which undivided area shall be conveyed/allotted by the FIRST PARTY in favour of the SECOND

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PARTY and/or its nominees and/or assignees (The entitlement of the SECOND PARTY is specified in detail in **Schedule IV** hereunder written and shall be referred as the **"SECOND PARTY'S ENTITLEMENT"**).

S. Simultaneous to the execution of this Agreement the possession of the SAID PROPERTIES is handed over by the FIRST PARTY to the SECOND PARTY for development of the SAID PROPERTIES.

T. Nothing contained in this Agreement shall be deemed to constitute a partnership or a joint venture or association of person/s between the Parties hereto. It is hereby agreed and declared that each of the Parties has undertaken obligations and has rights specified hereinabove on their own account and on principal-to-principal basis and not on behalf of or on account of or as agent of any of them, or of anyone else. Each of the Parties hereto are independent contracting parties. The rights and responsibilities of the Parties are specifically determined herein and shall be as hereinafter set out, and to be mutually agreed from time to time by and between them.



U. It is agreed and understood that the FIRST PARTY shall not be entitled to assign its rights and obligations under this Agreement to any other person/s and/or third party/ies except to their/ it's heir/s, successor/s or permitted assignee/s without the consent of the SECOND PARTY hereto in writing. The SECOND PARTY shall be entitled to assign its rights and obligations under this Agreement to its successors and assigns.

V. Relying upon the representations, warranties, statements, declarations and the obligations made by each Party hereto in the recitals and elsewhere in this Agreement, the Parties have agreed to enter into this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDING SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED AND CONFIRMED), THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND, HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. EFFECTIVENESS OF THE AGREEMENT:

- 1.1 The recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of convenience and the recitals shall be deemed to be incorporated in the operative part also as if the same were set out hereunder and reproduced verbatim.



It is agreed that the provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall become effective from the Execution Date.

2. DEFINITIONS:

In this Agreement, unless the context otherwise requires, the following words, with its grammatical variations and cognate expressions, shall mean the following:

- 2.1 **Act:** shall mean and include The Real Estate (Regulation and Development) Act, 2016, the Rules as applicable to Goa and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanations that may be issued by the Competent Authority.

- 2.2 **Built Up Area:** shall mean all areas which are built upon and essentially forming part of the Villa/Villas and which includes all area computed under covered area/floor area as well as all area specifically exempted under covered area/floor area calculations and which are allotted for the exclusive use of the owner of the respective Villa.
- 2.3 **Carpet Area:** shall mean the net usable floor area of a Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Villa.
- 2.4 **Closure of the Project:** shall mean and include the period of 1 (one) year after receipt of the full Occupation Certificate of the entire Project.
- 2.5 **Consultants:** shall mean Architect/s, Liaisoning Architect/s, MEP Consultant/s, Structural Consultant/s, Lighting Consultant/s, Interiors Consultant/s, LEED Consultant/s etc. as may be required for the SAID PROJECT.
- 2.6 **Contractors:** shall mean Civil contractor/s, Interior/Finishing Contractor/s, Waterproofing Contractor/s, Landscape Contractor/s, Façade Contractor/s, Swimming Pool Contractor/s, MEP Contractor/s etc. as may be required to carry out the construction for the SAID PROJECT. The Contractor/s to be engaged for the construction of the SAID PROJECT shall be solely appointed by the SECOND PARTY.
- 2.7 **Cost Of Construction Cum Development:** shall mean the entire cost of construction/Development of the SAID PROPERTIES which includes expenses incurred towards i) Approvals / Certificates / Permits / Licenses / Sanctions etc. from competent authorities as required under the applicable laws and statute for the PROJECT



excluding Conversion Sanad ii) Fees of Consultants iii) Contractor Fees iv) Material Cost including required construction materials, interiors materials, fixtures and fittings, MEP materials and capital equipment like HT Cables, Transformers, CSS, Equipment for Domestic and Flushing Systems etc. as may be required for the SAID PROJECT v) Cost of Utilities during construction, as per the costing basis the designs and BOQ's provided by the Consultant/s as the case may be and approved by the SECOND PARTY.

2.8 **Encumbrances** : includes any: pledge, charge, lien (statutory or other), equitable interest, mortgage, easement, encroachment, guarantee, surety for any debt, right of way, rights of first refusal or restriction of any kind, hypothecation, security interest, option, security interest, encumbrance or third party right or claim of any kind, including any restriction on use, transfer, receipt of income or exercise or any agreement to create any of the above or has a similar effect in Applicable Law.



2.9 **Entity:** shall mean a co-operative society or a limited company or an association of persons or such other entity entrusted with the up-keep or maintenance of the SAID PROJECT and / or the individual villa amenities of the SAID PROJECT.

2.10 **Floor Area Ratio (F.A.R)** shall mean 60% of the area of the SAID PROPERTIES available for permissible construction and development under, the Goa (Regulation of Land Development and Building Construction) Act, 2008 (Goa Act 6 of 2008) and the Goa Land Development and Building Construction Regulations, 2010 (Incorporating Amendments up to September 2018 and / or any amendments to the aforesaid acts from time to time)

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2.11 **Force Majeure** : shall mean any cause or circumstances outside the reasonable control of either of the Parties seeking protection of this clause including, any act of God, Civil War, Civil Strike, riots, terrorist attack, accident, fire, explosion, blockade or embargo, pandemic, epidemic and other natural calamities or the non-availability of building material including water or if the non-delivery of possession is due to or is as a result of any Act, Rule, Regulation, Notice, Order, Notification or Circular of the Government of Goa or the Central Government having or claiming to have jurisdiction over the subject matter of this Development Agreement, which would directly adversely affect the development of the Project Land as envisaged herein.



2.12 **"GST"** shall mean the goods and services tax as applicable under (i) Central Goods and Service Tax Act, 2017; and / or (ii) Goa Goods and Service Tax Act, 2017; and/or (iii) Integrated Goods and Service Tax Act, 2017; and /or (iv) any other indirect tax that may be levied by the competent authorities, including the interest and penalty, if any, as may be demanded by revenue authorities in tax assessment to the extent payable by the service provider to the revenue authorities either on crystallisation thereof or during assessment/appeal proceedings.

2.13 **"Marketing"** (and all its derivatives) shall mean and include advertising and marketing of the Project in different forms of media.

2.14 **FIRST PARTY's Entitlement:** shall have the meaning ascribed to it in Recital R and clause 5.1 (a).

2.15 **"Plans"** shall mean the plan/s in respect of the Master Layout and the individual Villas (including elevations) as may be prepared by the

SECOND PARTY and approved by the concerned authority, on the SAID PROPERTIES.

2.16 **"Purchasers / Allottees"** shall mean and include individual(s), partnership firm/s, Hindu undivided families, limited company/ies, body corporate/s, private and/or public trust/s and/or any other person/s to whom the Villas in the SAID PROJECT are marketed and sold/transferred of and/or agreed to be sold/transferred to in exchange for pecuniary considerations.

2.17 **Said Project:** shall have the same meaning as ascribed to it in Recital P.

2.18 **Sale:** shall mean allotment and transfer of the Villa/s constructed in the SAID PROPERTIES along with the Villa Plot thereto for monetary consideration in accordance with the respective agreement for sale/sale deed.



2.19 **Saleable Built Up Area:** shall mean shall mean the Built up Area along with the other areas constructed on the Villa Plot for the exclusive use of the Villa owner like swimming pool, deck, car parking, porch etc.

2.20 **SECOND PARTY'S ENTITLEMENT:** shall have the same meaning as ascribed to it in Recital R and Clause 5.2 a.

2.21 **Villa/s:** shall mean the independent premises constructed or to be constructed in the SAID PROPERTY along with the Villa Plot and individual swimming pool thereupon.

2.22 **Villa Plot:** shall mean the underlying/appurtenant plot earmarked and allotted for the construction of the Villa constructed thereon and

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meant for the exclusive use of the person allotted and/or purchasing the Villa in terms of this Agreement.

3. COMPLETION PERIOD AND DELIVERY OF THE POSSESSION OF THE SAID PROJECT:

3.1 The period of completion of the SAID PROJECT and delivery of possession of the same shall be within 36 months starting from the date of registration of this Agreement subject to Force Majeure, time being of the essence. Completion for this purpose shall mean the date on which the SECOND PARTY has successfully applied to the Village Panchayat for Occupancy Certificate post the issuance of the Completion Certificate by Department of Town and Country Planning. Subject to an extension of six months in lieu of delay due to Force Majeure.



3.2 The SECOND PARTY shall develop the SAID PROPERTIES wherein the FIRST PARTY shall bring in the SAID PROPERTIES for development of the SAID PROJECT, to be carried out by the SECOND PARTY, on the terms and conditions as stated under this Agreement.

3.3 The SECOND PARTY shall carry out the development cum construction of the SAID PROJECT at its sole costs in terms of the approved plans and revision thereto from time to time, if any.

4. THE SCOPE OF WORK, OBLIGATIONS AND CONTRIBUTION OF THE FIRST PARTY AND THE SECOND PARTY:

4.1 OBLIGATIONS AND CONTRIBUTION OF THE FIRST PARTY:

a. The FIRST PARTY shall bring into this development the SAID PROPERTIES which the FIRST PARTY do hereby bring in and put the SECOND PARTY in possession simultaneously with the

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execution of this Agreement and covenants to convey the respective Villa Plot (upon transfer / sale of Villa) on receipt of Completion Certificate and Occupancy Certificate.

- b. To grant an irrevocable Power of Attorney in favour of the SECOND PARTY to develop the SAID PROPERTIES, to deal with the necessary competent authorities for the NOC's, Licences, permits and approvals required for the development of the Project, to sell/lease the SECOND PARTY'S Entitlement, to execute Conveyance/s vesting in respect of the SAID PROPERTIES in favour of the ENTITY to be formed by the prospective Purchasers / Allottees of Villas in the Project and to generally to do all such acts, deeds and things which are necessary to implement this development agreement in total and to complete the development of the SAID PROPERTIES.



- c. To make payments of rates, taxes, charges, penalties and demands, property tax and other taxes and cess payments for the SAID PROPERTIES outstanding and/or accrued till the date of procurement of Construction License.

- d. FIRST PARTY shall render due co-operation and all necessary assistance to put into effect the intents of this Agreement. To ensure smooth development of the SAID PROJECT, FIRST PARTY shall comply with his obligations within the stipulated time as contained in this Agreement, so that the construction of the Project is not hampered due to non-compliance by FIRST PARTY of their obligations under this Agreement. FIRST PARTY shall indemnify and keep indemnified the SECOND PARTY against any claims, demands, actions, suits, legal proceedings that may be initiated against the SECOND PARTY or that may arise against them as a result of non-compliance of the FIRST PARTY'S obligations under this Agreement, with statutes, discretion, orders required to be

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complied by FIRST PARTY within the stipulated time stated in these presents.

- e. FIRST PARTY shall not interfere with or cause obstruction, hindrance, or disturbance in respect of the SAID PROPERTIES and the SAID PROJECT and shall render all required co-operation and assistance to the SECOND PARTY for completing the construction and development of the same.
- f. To give the 24 X 7 uninterrupted access and the right to enter into the SAID PROPERTIES to the SECOND PARTY for the purpose of development and construction of the SAID PROJECT without any hindrances.
- g. To assist the SECOND PARTY to procure the required Approvals.
- h. To be solely responsible for keeping the title of SAID PROPERTIES clear, marketable and free from all encumbrances throughout the subsistence of this Agreement.
- i. The FIRST PARTY has represented to the SECOND PARTY that they have clear and marketable title to the SAID PROPERTIES, free from encumbrance of any nature whatsoever, that there are no other persons claiming or capable of claiming rights of ownership in the SAID PROPERTIES, that except as disclosed there are no Tenants, Deemed Tenants Mundkars, Occupants, Caretakers and any encroachments or any acquisition proceedings on the SAID PROPERTIES and/or any litigations, attachments or other such legal difficulties that could or is liable to affect the same or any part thereof of the SAID PROPERTIES.



- j. The FIRST PARTY shall provide and furnish copies all original title documents of the SAID PROPERTIES to the SECOND PARTY. The list of the title documents is annexed hereto as Annexure "B".
- k. The FIRST PARTY does hereby agree with the SECOND PARTY to execute any other requisite document/s, Instrument/s as may be required and called upon by the SECOND PARTY for more perfectly assuring their title to the SAID PROPERTIES to the satisfaction of the Advocate/Solicitors of the SECOND PARTY. The cost involved for the execution of such document/s or any other instrument/s shall be borne by the FIRST PARTY for perfecting and making clear the title of the SAID PROPERTIES.
- l. The FIRST PARTY hereby gives their consent to the SECOND PARTY to publish a public notice in any local daily inviting objections for the proposed Joint Development of the SAID PROPERTIES.
- i) Upon publication of the Public notice as stated in clause (l) hereinabove, if it is brought to the notice of the SECOND PARTY that (a) there is any defect in the title of the SAID PROPERTIES and/or (b) any lawful objection is raised, or (c) any disputes regarding boundaries, areas etc. exist or (d) if it is found that there was any prior agreement or oral understanding for selling the SAID PROPERTIES by the FIRST PARTY with any other third party/ies and / or that there are any the 3rd party rights created by FIRST PARTY, it will be the sole responsibility of the FIRST PARTY to resolve such defect in Title, objections, claims, disputes, 3rd party rights at his own cost and expense. The SECOND PARTY shall have the discretion to resolve such objections. In such a case the Parties shall jointly resolve such disputes and objections. It is clarified that the costs incurred towards such resolution shall be solely borne by the FIRST



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PARTY. The FIRST PARTY has represented that the FIRST PARTY'S ENTITLEMENT is for their personal use and occupation. In any case the FIRST PARTY undertakes and covenants that till the receipt of Occupancy Certificate Villas from the FIRST PARTY'S ENTITLEMENT will not be transferred to any 3rd party and shall remain unsold in order to cover the costs for the aforesaid resolution and in case there is a shortfall the FIRST PARTY will make good the shortfall from its own funds.

- ii) In the event, a Title Insurance is required to be obtained under the Act, the Parties shall mutually discuss and decide on the modalities for the same (including the cost for obtaining such insurance). However, it is clarified that the cost in respect of obtaining and maintaining the Title Insurance shall be borne and paid by the FIRST PARTY.



- m. The FIRST PARTY shall comply with all the provisions of Act (to the extent applicable to them) and perform its roles and obligations under this Agreement.

4.2 **OBLIGATIONS AND CONTRIBUTION OF THE SECOND PARTY:**

- a. To conceptualize, plan and design the SAID PROJECT.
- b. To construct and develop by utilizing/consuming permissible FAR available for the construction in the SAID PROPERTIES and other benefits permissible directly and/or indirectly with respect to the SAID PROPERTIES.
- c. To select the Consultant/s, Contractor/s and all other professional/s of necessary experience and expertise.
- d. To decide the SAID PROJECT timelines and adhere to it.

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- e. To procure and bear the cost of all Approvals / Certificates / Permits / Licenses / Sanctions etc. from competent authorities as required under the applicable laws and statute for the SAID PROJECT but ("**APPROVALS**"). A complete list of required Approvals and their respective competent authorities as on date of Execution of this Agreement is annexed hereto as Annexure "C".
- f. To comply with the conditions and requirements of the Technical Clearances, Construction License, and other applications, orders, sanctions, permissions and no-objections of the Town and Country Planning ("**TCP**") and various other competent authorities and bodies.
- g. To construct and complete the SAID PROJECT on the SAID PROPERTIES as per the sanctioned plans, using first quality material and to obtain the Completion Certificate and Occupancy Certificate thereof.
- h. To carry out all infrastructure work including levelling, laying of roads, street lighting, water storage facilities, water mains, storm water drains, sprinklers and drip irrigation, recreation areas and common amenities, boundary walls, electrical sub-station, and other amenities and services as may be required at the sole discretion of the SECOND PARTY on the SAID PROPERTIES.
- i. To approach the concerned authorities for obtaining service connection temporary and/or permanent for the SAID PROPERTIES and/or the Villas and structures to be constructed thereon.
- j. To fund the Cost of Construction Cum Development of the SAID PROJECT and deploy other resources as may be required for the successful and timely completion of the SAID PROJECT within the time frame stipulated hereinabove under clause 3.



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- k. To appoint Consultants and Main Contractors.
- l. To employ labour, workmen, sub-contractors and all other all personnel (skilled and unskilled) and other professionals of necessary experience and expertise as may be required for carrying out the development of the SAID PROJECT and to determine the terms of their appointment including wages, remuneration etc.
- m. To maintain utmost safety standards at the site. Ensure use of appropriate PPE at site.
- n. To be responsible for any injury/loss of life on site, during the course of construction of the SAID PROJECT on account of any act of commission, omission or negligence on the part of the person/s employed / engaged for the SAID PROJECT during the construction and/or after the construction of the SAID PROJECT due to structural defect.
- o. To manage and supervise the construction and development of the SAID PROJECT as per, the time schedules, agreed norms and standard operating processes and the industry quality parameters and standards. (as per applicable guidelines/rules/laws.). To appoint a dedicated Project Manager by the SECOND PARTY who has sufficient experience in executing/supervising and completing projects of similar nature.
- p. To complete the SAID PROJECT in all respects and carry out all the acts, deeds, matters, things and obligations in respect thereof.
- q. To insure the workers and labourers employed in the SAID PROJECT under the Workmen's Compensation Act and all other



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applicable labour welfare laws and pays the insurance premiums in respect thereof.

- r. To construct and develop the SAID PROPERTIES either by self or by entrusting the work or any part thereof to any affiliate/contractor. It is clarified that the SECOND PARTY shall always and solely be responsible for the due performance of its contractors and/or appointees/affiliates.
- s. To procure and bear the cost of utilities required for the construction and development of the SAID PROJECT.
- t. To give possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT and retain the SECOND PARTY'S ENTITLEMENT.
- u. To make payments of all deposits, premiums or any other charges payable to the TCP or any such other authority including those for obtaining Technical Clearance, Construction License, Completion Certificate, Occupancy Certificate, and various permissions / sanctions / corrigendum / no-objections etc. as aforesaid that may be required to be paid from time to time for the SAID PROJECT and receive back or obtain the refund thereof.
- v. To make payments of electricity charges, water charges, property tax and other taxes and cess payments for the SAID PROPERTIES from the date of receipt of Construction License and on the work-in-progress during construction and until completion of the SAID PROJECT including payment of any development / betterment charges payable in respect thereof.



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w. To finance, incur and meet all expenses, costs, charges, taxes, duties, levies, cess, in respect of the development of the SAID PROJECT and particularly the following charges:

- i) Fees of Architect, Liaisoning Architect, Structural Consultant and other professionals and/or Consultants as may be engaged for the SAID PROJECT;
- ii) Salaries, wages, fees, remuneration, insurance, PF, ESI, Bonus, Gratuity and other statutory dues and all such charges of various personnel and agencies employed under the provisions of the applicable labour laws, payable to the workmen and labourers employed for the SAID PROJECT.
- iii) All the payments, expenses, costs and charges for getting requisite Approvals for the SAID PROJECT payable to any authority;
- iv) All charges, fees, premium, deposits, penalty etc. payable to TCP and other concerned authorities in respect of the SAID PROJECT;
- v) Bills of various Contractors and sub-contractors after ensuring that the payments so made towards Cost of Construction Cum Development are only after the said payments are certified by the Project Manager, QA/QC personnel and chartered engineer.
- vi) Bills of suppliers for building materials, and all other materials required to complete the SAID PROJECT as per the agreed specifications from time to time and the sanctioned plans;
- vii) All other costs, charges and expenses, property taxes, GST, Infrastructure tax, betterment tax, TDS and all other taxes,

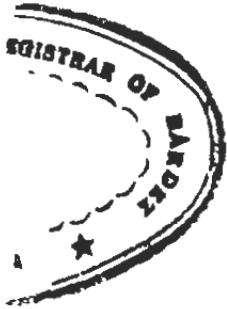


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finances, fees and penalties of whatsoever nature or kind that may be required to be incurred with respect to the SAID PROJECT.

- x. To put up a board or hoarding at the SAID PROPERTIES displaying the details about the development being undertaken as required by law.
- y. To display the SAID PROJECT advertisements at the SAID PROPERTIES.
- z. To issue advertisements to the general public about the SAID PROJECT by such medium as may be deemed fit by the SECOND PARTY, including advertisements inviting offers for purchase of the Villas.
- aa. To brand the SAID PROJECT solely with its "project name" developed by Pirazona Realty LLP and the name for the SAID PROJECT at the sole discretion of the SECOND PARTY.
- bb. Be solely and exclusively liable and authorized to conceive, manage and control the complete marketing, sales and other related activities. To decide on the Marketing Collaterals.
- cc. To clear and pay all rates, taxes, charges, penalties and dues related to the SAID PROPERTIES after receipt of Construction License until receipt of full Occupancy Certificate in respect of the Said Project.
- dd. Draw up the allotment letter/agreement for sale/sale deed wherein each party shall join as a confirming party to such sale when either of the Parties hereto sell the Villas entitled to them in terms of this Agreement.



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ee. The SECOND PARTY indemnifies and keeps indemnified FIRST PARTY against any claims, demands, actions, suits, legal proceedings that may be initiated against FIRST PARTY or that may arise against them as a result of non-compliance of its obligations under this Agreement, statutes, discretion, orders required to be complied by the SECOND PARTY within the stipulated time stated in this presents.

4.3 JOINT OBLIGATIONS AND CONTRIBUTION OF THE PARTIES:

- a. To inform immediately and in any case within 3 business days to the other Party if any Party has knowledge of or becomes aware of any impediments to the development and construction of the SAID PROJECT, including any notices from any competent authorities.
- b. Be responsible for Goa RERA registration and comply with the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 read with the Goa Real Estate Rules, 2017 and any amendments thereto from time to time. The FIRST PARTY as Co-Promoter does hereby agree to give all its assistance to the SECOND PARTY for compliance and registration of the SAID PROJECT in the name SECOND PARTY under RERA.
- c. Ensure and co-operate with each other for the formation of an Entity for the SAID PROJECT for maintenance and up-keep of individual villa amenities. The Entity to be so formed shall be mutually agreed between both the parties.



5. SHARES OF THE FIRST PARTY AND SECOND PARTY UNDER THIS AGREEMENT AND THEIR RESPECTIVE RIGHTS AND OBLIGATIONS IN RESPECT THEREOF:

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In consideration of the respective promises, obligations and contributions as aforesaid:

5.1 The FIRST PARTY shall:

- a. In consideration of the SECOND PARTY constructing and handing over total 1,187.30 square metres of Built Up Area to the FIRST PARTY by way of 04 (Four) Villas more particularly described in detail in **Schedule III** hereunder written on undivided share of 1,767.19 square metres In the SAID PROPERTIES corresponding to the 04 (Four) villas and the old house bearing house no. 169 retained by the FIRST PARTY and specifications as specified in **Schedule V** hereunder written ("**FIRST PARTY'S ENTITLEMENT**"), the FIRST PARTY upon receipt of the Occupancy Certificate for the said PROJECT agrees to transfer /convey all the balance undivided share in the SAID PROPERTIES corresponding to 2,257.81 square metres in favour of the SECOND PARTY and/or its nominees/ Affiliates/Assignees/ Purchasers/ Allottees., which undivided share of 2,289.46 square metres is corresponding to the 07 (Seven) Villas that the SECOND PARTY shall construct for itself ("**SECOND PARTY'S ENTITLEMENT**").
- b. The description of the said 04 (Four) Villas and the allotment of the said 04 (Four) Villas forming the FIRST PARTY'S ENTITLEMENT in favour of the respective FIRST PARTY is mentioned herein below.



SR. NO.	DESCRIPTION OF VILLA	ALLOTTED TO
1.	Villa No. P6A, admeasuring built up area of 304.50 square metres, along with exclusive use of plot	To party at 1(a) i.e. Mr. Floriano Conceicao Maximo

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	of land appurtenant to the said Villa admeasuring 306.78 square metres and proportionate undivided share in the SAID PROPERTIES admeasuring 306.78 square metres (which includes the Villa Plot)	Lobo
2.	Villa No. P6B , admeasuring built up area of 304.50 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 284.56 square metres and proportionate undivided share in the SAID PROPERTIES admeasuring 284.56 square metres (which includes the Villa Plot)	To party at 1 (b) i.e. Mrs. Rita Vera Lobo
3.	Villa No. P6C , admeasuring built up area of 304.50 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 285.48 square metres and proportionate undivided share in the SAID PROPERTIES admeasuring 285.48 square metres (which includes the Villa Plot)	To the son of party at 1(a) and 1(b) i.e. Mr. Raj Custodio Lobo
4.	Villa No. P5 , admeasuring built up area of 273.80 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 272 square metres and proportionate	To the daughter of party at 1(a) and 1(b) i.e. Ms. Farrah Virginia Lobo



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	undivided share in the SAID PROPERTIES admeasuring 272 square metres (which includes the Villa Plot)	
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5.2 The SECOND PARTY shall:

- a. Be entitled to the balance undivided share in the SAID PROPERTIES corresponding to 2,257.81 square metres. wherein the SECOND PARTY shall construct for itself 07 (Seven) Villas in the SAID PROJECT having total built up area of 2,121.50 square metres more particularly described in detail in Schedule IV hereunder written on the proportionate undivided share in the SAID PROPERTY admeasuring 2,257.81 square metres., corresponding to the said 07 (Eight) villas and specifications as specified in **Schedule V** hereunder written ("**SECOND PARTY'S ENTITLEMENT**") and the undivided share in area shall be conveyed/transferred by the FIRST PARTY in favour of the SECOND PARTY/ its nominees/ its affiliates/ its assignees /its purchasers/ its allottees upon receipt of Occupancy Certificate for the SAID PROJECT by executing appropriate document as and when decided by the SECOND PARTY.

- b. The Villas forming part of the SECOND PARTY'S ENTITLEMENT are as under:



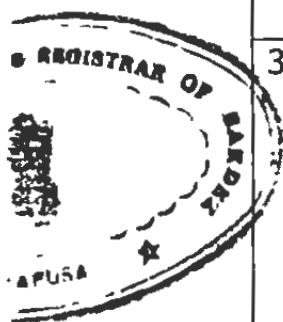
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SR. NO.	DESCRIPTION OF VILLA
1.	Villa No. P1A , admeasuring built up area of 314.40 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 333.08 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 333.08 square metres (which includes the Villa Plot)
2	Villa No. P1B , admeasuring built up area of 314.40 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 340.70 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 340.70 square metres (which includes the Villa Plot)
3	Villa No. P2A , admeasuring built up area of 313.60 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 296.65 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 296.65 square metres (which includes the Villa Plot)
4	Villa No. P2B , admeasuring built up area of 313.60 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 321.74 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 321.74 square metres (which includes the Villa Plot)
5	Villa No. P3 , admeasuring built up area of 294.35 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 294.82 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 294.82 square metres (which includes the Villa Plot)
6	Villa No. P4 , admeasuring built up area of 284.05



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	square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 354.96 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 354.96 square metres (which includes the Villa Plot)
7.	Villa No. P7 , admeasuring built up area of 287.10 square metres, along with exclusive use of plot of land appurtenant to the said Villa admeasuring 315.69 square metres and proportionate undivided share in the SAID PROPERTY admeasuring 315.69 square metres (which includes the Villa Plot)



5.3 The FIRST PARTY and the SECOND PARTY shall be the absolute and exclusive owners of their respective premises (entitlements). However, it is agreed between the Parties that the SECOND PARTY shall alone be responsible for the marketing of the SAID PROJECT. The Parties agree that the SECOND PARTY shall alone be entitled to decide the base selling rate from time to time with respect to the Project till the Closure of the Project. The SECOND PARTY shall be responsible for sales of SECOND PARTY'S ENTITLEMENT and similarly the FIRST PARTY shall be responsible for the Sales of the FIRST PARTY'S ENTITLEMENT. It is clarified that the FIRST PARTY shall not be entitled to sell any Villa belonging to FIRST PARTY'S ENTITLEMENT till the receipt of Occupancy Certificate.

5.4 After execution and registration of this Agreement, the FIRST PARTY authorise the SECOND PARTY to execute agreements for sale with prospective purchasers on terms and conditions as the SECOND PARTY deems fit and proper, provided the agreements for sale are in respect of the SECOND PARTY'S ENTITLEMENT as

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stipulated in this Agreement. and the FIRST PARTY hereby gives his irrevocable N.O.C. with regard to the same.

- 5.5 The FIRST PARTY shall transfer and convey the proportionate undivided rights to the SAID PROPERTIES i.e. 2257.81 square metres of the SECOND PARTY'S Entitlement as mentioned hereinabove to the SECOND PARTY or its nominee/s, assignee/s and /or successor/s and/or purchasers/allottees upon the completion and delivery of the FIRST PARTY'S ENTITLEMENT.

The FIRST PARTY hereby covenant that he shall do all that is necessary to execute and register the agreements for sale and the deeds of sale/conveyance with the SECOND PARTY its assignees /successors / prospective purchasers / allottees of the SECOND PARTY'S ENTITLEMENT as confirming parties and that he shall make himself available at the concerned registration office on dates allotted by the concerned registrar, with 24 hours notification in advance by the SECOND PARTY.



- 5.6 The SECOND PARTY shall undertake the construction and completion of the SAID PROJECT in phases as per the timelines stated in clause 3 and as mutually decided from time to time by the Parties hereto. However, the SECOND PARTY shall ensure that the delivery of possession and completion of the SAID PROJECT in all respects is within a period of 36 months from the date of receipt of Construction License. This SAID PROJECT completion timelines are subject to Force Majeure events as defined under this Agreement and subject to further extension as may be mutually agreed between the Parties hereto.

- 5.7 In respect of the delivery of possession of the FIRST PARTY'S ENTITLEMENT by the SECOND PARTY to the FIRST PARTY:

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- a. The same shall be done only after the SECOND PARTY has obtained an Occupancy Certificate for the SAID PROJECT or Part Occupancy Certificate pertaining to the Villas of FIRST PARTY'S ENTITLEMENT from the concerned authority.
- b. However, in the event if the Villas pertaining to the FIRST PARTY'S ENTITLEMENT are otherwise complete in all respects in terms of this Agreement including obtaining the Building Completion Certificate, but the SECOND PARTY is unable to obtain the Occupancy Certificate due to reasons attributable to the FIRST PARTY, the SECOND PARTY shall be entitled to call upon the FIRST PARTY to take possession of the FIRST PARTY'S ENTITLEMENT on as-is-where-is basis as provided hereinbelow.



- i) Once the Villas pertaining to the FIRST PARTY'S ENTITLEMENT are ready in all respects including procurement of the Building Completion Certificate and the Occupancy Certificate, the SECOND PARTY shall inform the FIRST PARTY in writing and/or by means of Registered A.D. Post, calling the FIRST PARTY to take possession and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter, unless the FIRST PARTY waives this requirement in writing or by way conduct (**"Intimation of Possession"**).
- ii) The delivery of possession shall be acknowledged in writing by the FIRST PARTY to the SECOND PARTY and the physical delivery of possession shall be given to the FIRST PARTY simultaneously upon the FIRST PARTY, or their agent, signing and handing over the letter of acknowledgement of possession of the Villa's pertaining to the FIRST PARTY'S ENTITLEMENT to SECOND PARTY. The FIRST PARTY shall

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pay the following amounts to the SECOND PARTY before taking possession of the FIRST PARTY'S ENTITLEMENT:

- a. The Corpus deposit at such rate per SALEABLE BUILT UP AREA as decided by the SECOND PARTY.
- b. Proportionate amount towards the Electricity Meter /Security Deposit / Supervision charges/ Service Connection charges and other charges.
- c. Proportionate amount towards installing a separate Transformer/Sub-station/Electrical infrastructure, etc.
- d. Proportionate amount towards Infrastructure Tax.

iii) In the event, the FIRST PARTY refuses, fails or neglects to take delivery of possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT within 15 days from the date of receipt of the Intimation of Possession, without justifiable and reasonable cause, the SECOND PARTY shall be deemed to have fulfilled its obligation under this Agreement and in law in respect of handing over the Villas pertaining to the FIRST PARTY'S ENTITLEMENT on the expiry of the 15 days from the date of receipt of the Intimation of Possession. Post handover or deemed handover of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT, the FIRST PARTY a) shall be responsible to maintain the Villas pertaining to the FIRST PARTY'S ENTITLEMENT in good repairable and tenantable condition at his own cost b) shall be liable to pay the house tax for the Villas pertaining to the FIRST PARTY'S ENTITLEMENT and property tax proportionate to his share in the SAID PROPERTIES and c) proportionate share of all outgoings towards the maintenance of the individual Villa amenities. In the event of deemed handover the FIRST PARTY shall also be liable to pay to the SECOND PARTY the amounts stated in clause 5.7 b ii) hereinabove.

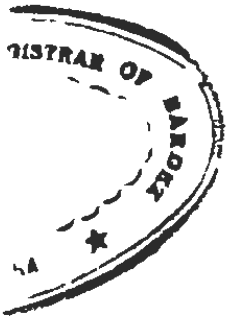


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- iv) It is the duty of the FIRST PARTY, and the FIRST PARTY only, shall at the time of taking delivery of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT, inspect, verify, or cause the same to be inspected, verified, and satisfy himself that the Villas pertaining to the FIRST PARTY'S ENTITLEMENT are complete in all respects and free from all defects or deficiencies. The letter acknowledging delivery of possession shall signify, and will be treated as an acknowledgment, that the FIRST PARTY are satisfied with the quality of construction of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT and the same confirms to the details/specifications agreed herein and, that the same is free from all defects and deficiencies and is complete in all respects and upon handover of Villas pertaining to the FIRST PARTY'S ENTITLEMENT the FIRST PARTY shall confirm that he has no other claims including but not limited to financial, legal or any other claim against the SECOND PARTY in respect to the FIRST PARTY'S ENTITLEMENT and all such claims, if any have settled before the possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT to his complete satisfaction. It is clarified that if any deficiencies are found during the said inspection the FIRST PARTY will take possession only after the said deficiencies are removed by the SECOND PARTY to the satisfaction of the FIRST PARTY.

- v) Upon taking delivery of possession and handing over of the letter acknowledging delivery of possession, or upon deemed delivery as stipulated hereinabove, the FIRST PARTY shall be precluded and will not be entitled to make any complaints or claims regarding defective or deficient work(s) in respect of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT and/or shall not be entitled to claim or seek redress against the SECOND PARTY in respect of any item of work, or any



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individual Villa amenities in the SAID PROJECT, which may be alleged to be defective or deficient, or alleged to have not been carried out or completed.

- vi) Cracks/dampness shall not be considered as defective work unless the Architect of the SECOND PARTY opines the same, in writing. The SECOND PARTY shall not be responsible for colour/ size variations in natural stones. However, CP fittings, Sanitary ware and other fittings and fixtures of equivalent make and quality can be used due to non-availability at the time of such installation and in order to adhere to timelines.



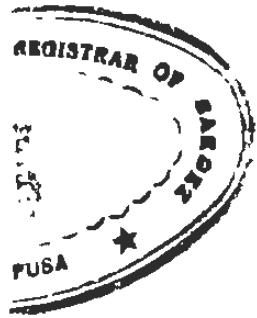
- vii) The FIRST PARTY will be entitled to claim, and the SECOND PARTY shall be liable to pay corresponding amount towards the cost, expenses or charges of repairing or curing the identified defects or deficiencies in the Villas pertaining to the FIRST PARTY'S ENTITLEMENT before taking delivery of the same. In the event the SECOND PARTY fails to make the said defects and deficiencies good at its own cost, the FIRST PARTY shall be entitled to deduct, adjust or set off the said amount due to them in this respect from the amounts payable to the SECOND PARTY or THE SECOND PARTY without demur shall reimburse the cost of repair or curing to FIRST PARTY within 10 days of the FIRST PARTY informing the SECOND PARTY as the case maybe. The SECOND PARTY will be liable for a period as stated in the ACT from the receipt of Occupancy Certificate to the FIRST PARTY, for repairing or curing any structural defect (normal wear and tear excluded) in the Villas pertaining to the FIRST PARTY'S ENTITLEMENT provided the same is not attributable to any act of the FIRST PARTY.

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viii) Simultaneously, with the FIRST PARTY taking possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT, the FIRST PARTY shall convey the corresponding undivided share with respect to the SECOND PARTY'S ENTITLEMENT to the SECOND PARTY its assignees / nominees / successors / purchasers / allottees as the case may be.

5.8 The SECOND PARTY shall not incur any liability if the SECOND PARTY is unable to deliver possession of the SAID PROJECT or any delays within the time stipulated above, if the construction or completion thereof is delayed due to existence of Force Majeure conditions and in such circumstances, the SECOND PARTY shall be entitled to a reasonable extension of time, for handing over/delivery of the possession of the FIRST PARTY'S ENTITLEMENT.



5.9 It is agreed and confirmed that any change or modification in the specifications, plans and time schedules shall be rendered in writing in the form of amendment agreement hereto and not otherwise. However, the SECOND PARTY shall be exclusively and solely entitled to change/modify/revise the plans, specifications, etc. of the Villas forming part of the SECOND PARTY'S ENTITLEMENT.

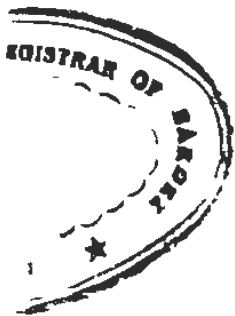
5.10 In respect of their respective entitlements in the SAID PROJECT, including their respective proportionate undivided right, title and interest in the SAID PROPERTIES, each party shall be free to deal with and dispose of their respective entitlements in the Said Project, including entering into memorandum(s) of understanding, agreement(s) or deed(s) with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of part or all of their respective entitlement in the SAID PROJECT with the corresponding

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undivided rights in the SAID PROPERTIES and receive the full consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to: (i) Each party joining as a confirming party to the Memorandum(s) of Understanding, Agreement(s) Deed(s) or any such document/s etc. executed by the other party with the prospective purchaser/lessee and do all such act or deeds necessary in this regard.

- 5.11 In case the FIRST PARTY are desirous of selling Villa's pertaining to FIRST PARTY'S ENTITLEMENT, the SECOND PARTY shall have a right of pre-emption in respect of the FIRST PARTY'S ENTITLEMENT and the FIRST PARTY shall first offer the SECOND PARTY to purchase their said entitlement at a price of the 10% less than the last sold villa. The SECOND PARTY shall exercise the right of pre-emption within 45 days from the date of offer of the FIRST PARTY to the SECOND PARTY, failing which this right will fall and the FIRST PARTY will be free to deal with its entitlement as it deems fit.



- 5.12 The Parties hereto agree that the FIRST PARTY shall not sell the Villa's pertaining FIRST PARTY'S ENTITLEMENT or part therefore below the minimum base selling rate per Saleable Built up Area as intimated by the SECOND PARTY in writing from time to time to ensure parity in sale.
- 5.13 The title and interest of the FIRST PARTY and the SECOND PARTY to the undivided proportionate share in the SAID PROPERTIES shall be joint, indivisible and impartible and the Parties shall not be entitled for demarcation or partition of their right in or to the undivided portion of land of the SAID PROPERTIES.

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5.14 All monies or other benefits received by the FIRST PARTY from the Villas pertaining to the FIRST PARTY'S ENTITLEMENT allotted to them in the SAID PROJECT shall be exclusively for, and be retained by, the FIRST PARTY for themselves and similarly all monies or other benefits received by the SECOND PARTY from the SECOND PARTY'S ENTITLEMENT in the SAID PROJECT shall be exclusively for, and be retained by, the SECOND PARTY for itself or its assignee/s, nominee/s and/or successors.

5.15 The SECOND PARTY shall pay, from time to time, all the taxes namely House Tax etc. / GST, fees, insurance, charges namely deposit for electricity meter, electricity charges, Cooking gas deposit, utility provider deposit and water charges or outgoings levied by the Local Authority or any other competent authority in respect of both, the SECOND PARTY'S ENTITLEMENT and the FIRST PARTY'S ENTITLEMENT held or enjoyed by both Parties in the SAID PROJECT (hereinafter jointly "**Indirect Taxes**"), till the completion of the SAID PROJECT and handover of possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT to the FIRST PARTY. However, upon the handover of possession or deemed handover of possession of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT to the FIRST PARTY, or such part thereof wherein possession has been handed over, the liability of the SECOND PARTY in respect thereof shall cease and henceforth the FIRST PARTY shall pay, from time to time, the Indirect Taxes in respect of the Villas pertaining to the FIRST PARTY'S ENTITLEMENT handed over to the FIRST PARTY in the SAID PROJECT. In the event the FIRST PARTY fails, refuses or neglects to pay and the SECOND PARTY has to pay for the same, the FIRST PARTY shall forthwith reimburse to the SECOND PARTY payments made on its behalf and indemnify and hold indemnified the SECOND PARTY from every liability or loss thereof along with the handover of possession of the Villas pertaining to the FIRST



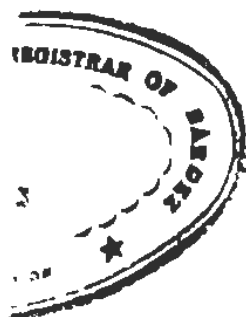
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PARTY'S Entitlement. The SECOND PARTY shall provide such NOC's and sign such documents as may be required to get the House Tax and the utility meters/bills transferred in the names of the FIRST PARTY.

5.16 Infrastructure Tax, or any such other tax as applicable to the BUILT UP AREAS in the SAID PROJECT, shall be paid by the SECOND PARTY.

5.17 In respect of any tax, fees, or deposits for the purposes of giving the provision, rendering or sanctioning of, any necessary or other third party agreed services for the SAID PROJECT, or any part thereof post completion of the SAID PROJECT and receipt of Occupancy Certificate, the same shall be shared proportionately by the FIRST PARTY and the SECOND PARTY.



5.18 The FIRST PARTY and the SECOND PARTY shall from the date of handover of the possession maintain their respective entitlement at their own cost and expense in good repairable and tenantable condition and pay proportionately for the maintenance and upkeep of the individual Villa amenities and facilities of the SAID PROJECT and shall not do or suffer to be done anything in or to the SAID PROJECT, or any part thereof, and /or compound which may be against the terms and conditions, rules or bye-laws of the Local Authority or any other authority or the Entity and shall attend to and answer and will be responsible for all actions for violation of any such conditions, rules or bye-laws.

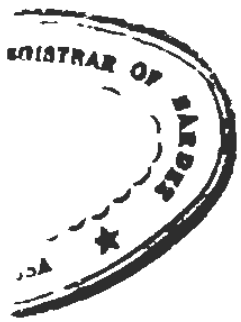
5.19 The FIRST PARTY and the SECOND PARTY from the date of handover of possession of Villas pertaining to their respective entitlements shall not do or cause to be done anything to the external façade of the Villas and/or the SAID PROJECT, or any part thereof, with respect to the color scheme, woodwork, windows,

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grills, enclosing of open terraces and verandahs etc. and shall not change or alter the externals in the Common Areas or the Common Area Amenities and Facilities of the SAID PROJECT. The Parties shall be bound to maintain the externals of the respective Villas in uniformity with the other Villas of the SAID PROJECT as aforesaid. The purchasers/allottees/assignees/lessee/successors shall also strictly abide by this clause.

- 5.20 The Parties shall use the Villas in the SAID PROJECT for residential purpose only. The Parties shall not store any hazardous materials in their respective Villas. The Parties shall not carry out any act or activity which is obnoxious, anti-social, immoral, illegal or prejudicial to the norms of decency or etiquette or which causes or is likely to cause nuisance or inconvenience to the others. It is expressly understood by the Parties that they will carry out their own works pertaining to their respective Villas only in the open spaces appurtenant to the respective Villas. The purchasers / allottees / assignees / lessee / successors shall also strictly abide by this clause.



- 5.21 Post possession and prior to the formation of the Entity, the FIRST PARTY shall permit the SECOND PARTY and their authorized persons, surveyors, agents, with or without workmen at all reasonable times and with prior permission of at least 24 hours, to enter into and upon their Villas in the SAID PROJECT, or any part thereof, to view and to examine the state and condition thereof of the infrastructure for the purpose of repair, maintenance, rebuilding, cleaning, lighting, and keeping in order and condition, all services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID PROJECT, and also for the propose of laying, maintaining, repairing and testing drainage and water

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pipes and electric wires and cables and for all other purposes contemplated by this Agreement.

- 5.22 The SECOND PARTY shall be entitled, before and / or after, the formation and registration of the Entity, to undertake the management and maintenance of the SAID PROPERTIES and the Project including the Common Areas and Amenities, personally, or through a property management agency appointed by it ("**Maintenance Agency**") and in such case the necessary fees and charges (including the maintenance charges) for the services rendered by the SECOND PARTY and / or the Maintenance Agency (as the case may be) shall be paid by the Purchasers / Allottees / Occupants of the Entitlement (including the FIRST PARTY, in respect of unsold FIRST PARTY'S ENTITLEMENT) and the SECOND PARTY'S ENTITLEMENT (including the SECOND PARTY, in respect of unsold SECOND PARTY'S Entitlement) and/or the Entity.



6. **VARIATIONS IN PLANS :**

- 6.1 The SECOND PARTY shall be at liberty and be entitled to develop the SAID PROPERTIES and construct thereon Villas as per the sanctioned and approved plans.
- 6.2 The SECOND PARTY shall be entitled to develop and construct on the SAID PROPERTIES Villas with variations and alterations of whatsoever nature in the sanctioned approved plans if required by law from time to time or as per the exigencies of the situation after due consultation with the FIRST PARTY and after such variations and alterations are duly approved by the competent authority.

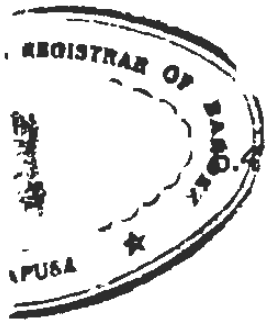
In the event, on account of any change in plan, designs, elevations or for reasons attributed to clause 6.2 the SALEABLE BUILT UP AREAS of the Villas or any other saleable items

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decreases/increases, the areas so reduced/increased shall be equally shared in their respective proportions amongst the Parties herein.

- 6.3 Save and except the Façade, changes, modifications, additions or extra items, over and above the agreed Villa base design and specifications as per **Schedule V** written herein under and amended from time to time upto finalization and receipt of Commencement Certificate and approved sanctioned plans, if required by the FIRST PARTY shall be accepted by the SECOND PARTY, cost of which shall be paid by the FIRST PARTY to the SECOND PARTY upon the SECOND PARTY raising an invoice to the FIRST PARTY in respect thereto, the FIRST PARTY shall be bound to pay such cost.



All such changes, modifications, additions or extra items shall be requested in writing by the FIRST PARTY to the SECOND PARTY and the SECOND PARTY shall accept the same in writing to the FIRST PARTY. Unless accepted in writing by the SECOND PARTY, it shall not be responsible nor be held liable to make any changes, modifications, additions or provide any extra items.

- 6.5 In the event any change, modification, addition or extra item requires the prior permission/approval of the competent Authorities, it will be the duty and responsibility of the FIRST PARTY to obtain the same at its own cost. However, the SECOND PARTY shall fully co-operate and assist the FIRST PARTY in obtaining the same.

7. **FORMATION OF ENTITY:**

- 7.1 The SECOND PARTY in co-ordination with the FIRST PARTY shall as required by law to form a co-operative society or a limited

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company or an association of persons or such other entity (hereafter referred to as an "**ENTITY**") for the upkeep and maintenance of the SAID PROPERTIES and the SAID PROJECT.

7.2 It shall be entirely at the discretion of the SECOND PARTY to decide whether to form a co-operative society, a limited company, an association of persons or any other entity. An authorized representative of the SECOND PARTY shall be the Chief Promoter of the proposed Entity and until such time the first Annual General Meeting of the said Entity is conducted as required by law.

7.3 When the SECOND PARTY takes a decision in this matter, the FIRST PARTY shall sign all form(s), application(s), deed(s), and other document(s) as may be required for the formation of the Entity.



i. The FIRST PARTY, the SECOND PARTY and their respective transferees/assignees/successors/licensees/lessees, shall be governed by, and shall observe and comply with, all byelaws, rules and regulations that may be laid down by the Entity from time to time and shall also be governed by the laws which may be applicable to the Entity.

ii. The FIRST PARTY, the SECOND PARTY and their respective transferees/assignees/successors hereby agree and undertake to be a member of the Entity to be formed in the manner herein appearing and also from time to time to sign and execute all application(s) for registration and for membership and other papers and documents necessary for the formation and the registration of the Entity. The FIRST PARTY, the SECOND PARTY and their respective transferees/assignees/successors shall return their respective signed documents to the designated Chief

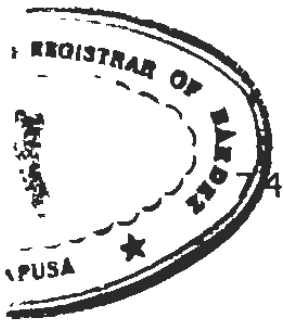
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Promoter within 10 days of the same being intimated to them.

- iii. The FIRST PARTY shall be bound, from time to time, to sign all deeds, papers, documents and to do all acts, deeds and things as may be necessary from time to time for safeguarding the interest of the SECOND PARTY and of the other villa holders in the SAID PROJECT in respect of formation of the Entity to maintain the SAID PROJECT and/or the SAID PROPERTIES.
- iv. All papers pertaining to the formation of the Entity and the rules and regulation thereof as also all the necessary deeds, deeds of conveyance shall be prepared by the SECOND PARTY or the Advocate of the SECOND PARTY.



All costs, charges, fees, expenses including stamp duty, registration charges and other expenses in connection with preparation, execution and registration of the deed of conveyance of the indivisible common areas in favour of the Entity (which will be reimbursed by the prospective purchasers proportionately to their respective Villa built up area) and/or for the formation of the Entity shall be borne and paid by the FIRST PARTY and the SECOND PARTY or their respective nominee/s, assignee/s, in proportion to their respective entitlements. The prospective purchasers or the SECOND PARTY shall bear all the costs, charges, fees, expenses including stamp duty, registration charges and other expenses in connection with preparation, execution and registration of such deed/s of conveyance.

8. **DEPOSIT FOR INDIVIDUAL VILL AMENITIES AND FACILITIES MAINTENANCE EXPENDITURE AND ENTITY MEMBERSHIP FEES.**

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8.1 The FIRST PARTY, the SECOND PARTY and/or their respective transferees/assignees/successors shall pay and contribute to a fund to be held in the name and style of the Project Name and/or ENTITY Account' and managed by the SECOND PARTY and/or the ENTITY as the case may be: -

a. At such a rate per square metres of their respective SALEABLE BUILT UP AREA, as may be decided by the SECOND PARTY as One Time Corpus deposit, which will be initially paid by the FIRST PARTY on the FIRST PARTY'S ENTITLEMENT and deemed to be transferred to their respective purchasers/allottees/successors. Balance amounts of such One Time Corpus Deposit will be transferred by SECOND PARTY to the ENTITY when formed.

b. At such a rate per square metres of the purchasers/FIRST PARTY respective SALEABLE BUILT UP AREA, as may be decided by the SECOND PARTY as monthly maintenance charges, to be used to meet the expenditure pertaining to maintenance of the individual Villa Amenities and facilities and such other common expenses as may be required for upkeep and maintenance of the SAID PROJECT. And the same shall be paid to the SECOND PARTY/ENTITY in quarterly rests on or before 10th of the first month of every quarter or any other date as desired by the SECOND PARTY/ENTITY.

c. Any other charges/deposits as may be charged by the SECOND PARTYS/ ENTITY and/or specified under the bye-laws of the ENTITY.

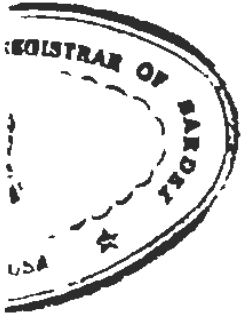


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- d. Rs. 1000/- (Rupees Thousand Only) per Villa of the respective parties towards membership Fees of the ENTITY.
- e. Proportionate legal fees for the formation of the Entity at actuals.

8.2 In the event, any Premises under the FIRST PARTY'S ENTITLEMENT is sold/ transferred/ allotted by the FIRST PARTY in favour of any third party/respective transferees/assignees, then, besides payment of the amounts mentioned in 8.1 above, the FIRST PARTY shall collect from such third party/ transferees/ assignees the additional below mentioned amounts and pay the same to the SECOND PARTY before handing over possession of the said Villa to the third party/transferee /assignees:



- a. The Corpus deposit at such rate per SALEABLE BUILT UP AREA as decided by the SECOND PARTY/ENTITY.
- b. Proportionate amount towards the Electricity Meter /Security Deposit / Supervision charges/ Service Connection charges and other charges.
- c. Proportionate amount towards installing a separate Transformer/Sub-station/Electrical infrastructure, etc.
- d. Proportionate amount towards Infrastructure Tax.

8.3 The Transferees/assignees and all those in whose hands the FIRST PARTY'S ENTITLEMENT comes, shall be bound by the terms and conditions of this Agreement and the bye-laws, rules and regulations of the Entity.

8.4 The Purchaser of the FIRST PARTY'S ENTITLEMENT shall be liable to pay transfer fees to the ENTITY for sale/transfer to new purchasers.

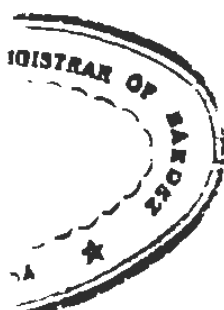
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8.5 The SECOND PARTY shall, after formation of the ENTITY, convene a Annual General Meeting as required by law for appointment of the managing committee and hand over the accounts and amount of deposit and membership fees, after deductions of expenses incurred till date of handover if any, and all the Common Areas and Common Area Amenities and Facilities to the ENTITY. The SECOND PARTY shall also handover all the documents pertaining to the construction and development of the SAID PROJECT as required by law to the ENTITY. Upon handing over the aforesaid deposits, accounts and documents to the ENTITY, the responsibility of the SECOND PARTY in respect of the upkeep and maintenance of the SAID PROJECT shall cease to exist and the Entity shall henceforth be responsible for the same.



8.6 If the SECOND PARTY and / or the ENTITY are of the opinion that the amount fixed hereinabove is or will not be sufficient for the proper maintenance of the SAID PROJECT, the SECOND PARTY and / or the Entity are hereby authorized to increase the aforesaid deposit with prior written intimation to the Parties, and the Parties, agree to pay the same within 15 days from the date of receipt of such intimation.

8.7 The FIRST PARTY agrees and understands that SECOND PARTY shall have the unqualified and unfettered right to sell or allot the SECOND PARTY'S ENTITLEMENT in the SAID PROJECT on ownership basis or otherwise, to any person(s) of their choice, and the FIRST PARTY shall confirm such sale or allotment, and subject to the necessary means of access to be permitted to Common Areas and Common Area Amenities and Facilities of the SAID PROJECT.



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- 8.8 The terrace spaces, if any, appurtenant to the Villas in the SAID PROJECT, shall belong exclusively to the respective purchasers/owners of such Villas and such terrace spaces are intended for the exclusive use of the respective purchasers/owners. The said terrace space shall remain open to the sky and shall not be enclosed or covered without the written permission, approvals, license, NOC of the SECOND PARTY and/or the ENTITY, and/or the concerned authorities as the case may be.
9. The FIRST PARTY shall be bound to sign all the papers and documents and do all the things and matters as the SECOND PARTY may require from FIRST PARTY from time to time in this behalf for safeguarding, interalia, the interest of the SECOND PARTY'S ENTITLEMENT and/or the purchaser/s of the respective Villas in the SAID PROJECT.
10. The respective rights and obligations of each Party to the extent required shall continue and subsist even after the completion of the SAID PROJECT and/or the termination/lapse of this Agreement and upon the handover of the SAID PROJECT to the ENTITY formed of all the purchasers of the Villas of the SAID PROJECT
11. In the event, before the execution of the final sale deed(s), the FSI/FAR presently allowed to the SAID PROPERTIES is increased or decreased or any other or further benefits/restrictions are granted/imposed by law or any authority in respect of the SAID PROPERTIES, all such benefits/restrictions shall be shared amongst the FIRST PARTY and the SECOND PARTY in the ratio of their respective entitlement's. If changes occur post execution of the sale deed and upon obtaining the Occupancy Certificate the respective owners shall be entitled to such restriction and the SECOND PARTY shall be entitled to such benefits.



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12. It is specifically agreed by and between the parties hereto that: -

12.1 This Agreement is not an agreement to share the profits and losses with reference to the totality of the SALEABLE BUILT UP AREAS of the SAID PROJECT and as such shall not be construed or represented as a partnership between the parties hereto.

12.2 This Agreement also does not create any relationship of principal and agent or contractor between the Parties.

12.3 This Agreement also does not create any association formed by the Parties and in fact each Party is doing its own business independent of each other, and the rights and obligations of each Party is well defined, specific and mutually exclusive.



12.4 The purpose of the arrangement contemplated in this Agreement is to ensure optimum realization for each Party, independent from respective activities they perform or obligations undertaken by them in relation to development of the SAID PROPERTIES.

12.5 The Parties will receive their respective SALEABLE BUILT UP AREAS in terms of this Agreement. The costs incurred or to be incurred by any Party in relation to their obligations under this Agreement are their own costs and are of no consequence to the other Party except as otherwise stated expressly in this Agreement.

12.6 The liability to pay the income tax or any other taxes/ GST, cess, levies etc. on gross and/or net income earned or on costs incurred by each Party shall be their respective responsibility individually and either Party shall in no way be involved or concerned about such liabilities of the other Party. However, the

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Parties shall ensure that they discharge all their respective obligations in respect of the matters referred in this Clause for the effective completion of the SAID PROJECT.

12.7 Each of the Parties herein shall indemnify and keep indemnified, saved, defend and harmless the other Party from or against any liability arising from non-payment of any taxes/ GST, levies, cess etc. on gross and/or net income accruing from the development of the Said Project.

12.8 The GST payable on the 4 Villas forming part of the FIRST PARTY'S ENTITLEMENT shall be paid by the FIRST PARTY to the SECOND PARTY who shall then duly discharge the liability of GST to the Government.



12.9 The Stamp duty, registration charges and other incidental charges payable at the time of registration of Sale Deed of the 4 Villas forming part of the FIRST PARTY'S ENTITLEMENT shall be borne by the FIRST PARTY.

12.10 The GST liability arising on the transfer of development rights on reverse charge basis to the extent it arises shall be borne by the SECOND PARTY.

12.11 The GST liability arising from the sale of SALEABLE BUILT UP AREAS to prospective purchasers shall be collected by respective Parties and duly discharged to the Government.

13. The SECOND PARTY shall register the SAID PROJECT under Goa RERA.

14. It is specifically agreed that the absolute ownership and title of the SAID PROPERTIES shall remain vested in the FIRST PARTY till

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completion of the SAID PROJECT. However, the SECOND PARTY shall acquire right, title and interest in the SAID PROPERTIES to the extent of the SECOND PARTY'S ENTITLEMENT and be entitled to enter into agreement for sale of the same with such prospective buyers for early monetization of the SECOND PARTY'S ENTITLEMENT in the SAID PROJECT. The FIRST PARTY does hereby agree that they shall be a party to such agreement/s.

15. Any modification to this Agreement, unless reduced in writing shall not be binding on the Parties.

16. **TERMINATION**

- 16.1 This Agreement hereto by and between the Parties as mutually agreed by and between them shall come to an end or shall be deemed to have been terminated as the case maybe upon:

- a. The SECOND PARTY is taken to Insolvency and Bankruptcy Court and the same is not remedied within 60 days thereof. OR
- b. If the SAID PROJECT is rendered inconvenient or unfeasible to both the Parties on account of any breach of material terms and conditions of this Agreement by either Party and the Parties herein fail to make a reasonable attempt to remedy the material breach and/or continue with the same despite either of the Parties calling upon other in writing to remedy the same within 1(one) month of receipt of such notice. OR.
- c. In the event the FIRST PARTY and/or the SECOND PARTY commits any act of fraud and or cheating in the business conducted as per the terms of this Agreement.



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16.2 Both the parties may mutually agree in writing, signed by both parties, to terminate this Agreement;

a. Upon termination of this Agreement as per clause 16.1 a to 16.1 c hereinabove mentioned, the FIRST PARTY shall be entitled to continue and complete the execution of the development works in the SAID PROPERTY in any manner they deem fit and also sell the entire SALEABLE BUILT UP AREAS to any intending purchasers. Further, it is agreed that within 1 (ONE) month from the date of termination, the FIRST PARTY shall obtain from a qualified third party Valuer(s) certificate(s) / confirmation(s) of the quantum of work carried out on the SAID PROJECT by the SECOND PARTY and the amounts incurred from the same. And within 1 (ONE) month from the date of obtaining such certificate/confirmation, the FIRST PARTY shall pay to the SECOND PARTY the said amounts certified by the Valuer(s) less the amounts collected by the SECOND PARTY from their purchasers/allottees/assignees prior to Termination of this Agreement ("SETTLEMENT AMOUNT). It is clarified that if the SETTLEMENT AMOUNT is a negative amount than the SECOND PARTY shall be liable to pay the differential amounts to the FIRST PARTY, 1 (ONE) month from the date of obtaining such valuation certificate/confirmation. A Simple Interest @12% p.a. shall be paid by the defaulting Party to the other Party in case of delay in payment.

b. That in any case, where the present Agreement stands terminated on account of any of the cases, as mentioned herein above under clause 16.1 a to 16.1 c where the work is taken up by the FIRST PARTY as mentioned under clause 16.2 (a) hereinabove, the SECOND PARTY hereby undertakes not to raise nor shall be entitled to raise any claim and/or demand of whatsoever nature and the



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SECOND PARTY agrees and confirms that the SECOND PARTY'S ENTITLEMENT under this Agreement shall immediately stand revoked and cancelled. Upon such termination, the SECOND PARTY shall have no right to claim any of its rights of either sharing the SALEABLE BUILT UP AREAS in terms of this Agreement or balance receivable from the purchasers / allottees / assignees to whom the SECOND PARTY has sold Villas pertaining to SECOND PARTY'S ENTITLEMENT or any right in any part of the SAID PROPERTY excluding branding as per clause 4.2 aa. Upon such termination, the SECOND PARTY waives its right to any legal recourse or remedy except for the recovery of amount as stated in clause 16.2 (a) hereinabove, if any. And thereafter it shall be the obligation, responsibility and liability of the FIRST PARTY to complete construction and handover the Villas under SECOND PARTY'S ENTITLEMENT to the Purchasers/Allottees as specified in their respective Agreements for Sale executed by her/him/them with the SECOND PARTY and the SECOND PARTY shall be discharged from their obligations, liability and responsibility under the respective agreements with the Purchasers/Allottees.



- 16.3 Except as aforesaid, this Agreement shall not be terminated.
17. The FIRST PARTY does hereby undertake that they shall at all times hereafter do, perform, execute or cause to be done, performed and executed all such acts, deeds and things whatsoever which may be necessary for further, better and more perfectly assuring the SAID PROPERTIES and every part thereof is marketable and free from any encumbrances for timely development of the SAID PROJECT or according to the intent and meaning of this Agreement or as reasonably required by the SECOND PARTY or his assignee/, nominee/s or its successor/s.

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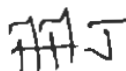
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18. The FIRST PARTY do hereby give their express consent and no objection to the SECOND PARTY to receive money/ finance by raising any loans, mortgage, or creating a charge or security interest against the SAID PROPERTIES and SECOND PARTY'S ENTITLEMENT in favour of bank(s) or financial institution(s) etc. for financing the construction of the Villas in the SAID PROJECT and the FIRST PARTY shall extend its full co-operation to the SECOND PARTY at the SECOND PARTYS costs and expenses and the FIRST PARTY hereby agrees to deposit the original title deeds of the SAID PROPERTIES with the Lender/s and to sign and execute the requisite Mortgage Deed/s and other writings subject to the following terms and conditions:

- a. That such loan / finance facility is utilized by the SECOND PARTY only for the purpose of meeting construction cost, statutory payments to concerned authorities in implementation of the SAID PROJECT.
- b. Fees, charges, costs towards availing such loans / financial facility shall be paid from the SECOND PARTYS own sources; and
- c. That the loan is serviced and discharged by the SECOND PARTY in a timely manner and without making the FIRST PARTY liable for repayment thereof in any manner and under any circumstances.

19. The FIRST PARTY do hereby give their express consent to the purchasers / allottees of SECOND PARTY'S ENTITLEMENT to receive money/ finance by raising any loans, mortgage, or creating a charge or security interest against the Villa being purchased from the SECOND PARTY'S ENTITLEMENT, subject to the FIRST



PARTY and/or SECOND PARTY not being liable to make any payment to the banks / financial institutions.

20. In case if any defect is found in the title of the FIRST PARTY to the SAID PROPERTIES and/or if the SECOND PARTY is ever prevented from undertaking the development of the SAID PROPERTIES, or any part thereof, then the FIRST PARTY agree and undertake at all times, to indemnify and keep indemnified the SECOND PARTY herein and his transferee/assigns against any direct loss, damage, cost, charges, expenses, suffered by the SECOND PARTY on account of any defect in title of the FIRST PARTY.



21. The FIRST PARTY and the SECOND PARTY shall keep each other indemnified from any loss or damage caused to either Party as a result of breach of their respective representations, covenants, obligations and the terms of this Agreement.

22. Each party hereto shall be liable and responsible for paying and discharging their respective Income Tax and other tax obligations arising from the transaction contemplated under this Agreement.

23. The FIRST PARTY does hereby declare and assure unto the SECOND PARTY that as on date of execution, save and except as disclosed:

- a. the SAID PROPERTIES or any part thereof is not a subject matter of acquisition under the Land Acquisition Act 1984, Requisition Act, Defense of India Act or Command Area Development Authority (C.A.D.A.) area.
- b. No claim of tenancy or mundkarship is pending before any Court or Tribunal on the SAID PROPERTIES.
- c. No easements or right of way run through or over the SAID PROPERTIES save and except as disclosed.

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24. The Parties hereto are entitled to specific performance of the terms of this Agreement. Any Insufficiency in the payment of stamp duty shall not be taken up as a defense in the event of invocation of this clause or clause 24.
25. All letters, notices, communications to the FIRST PARTY and the SECOND PARTY, by or under this Agreement or otherwise shall be addressed at the addresses stated aforesaid in the name clause. Any change in the above address shall be notified by the concerned party to the other party, in writing. Until and unless the communication of such change in address is received by the other party the above address shall be deemed to the valid and existing address of the Parties. Any letters, reminders, notices, documents, papers or communication etc. sent on the respective addresses stated in the name clause by REGISTERED AD or Under Certificate of Posting shall be deemed to have been lawfully served and received by the respective parties.
26. Failure or delay of either Party to exercise promptly any right herein granted or to require strict performance of any obligation undertaken herein, shall not be deemed a waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by respective Parties.
27. **SETTLEMENT OF DISPUTES:** In the case of any claim, controversy or dispute arising out of, or in connection with this Agreement or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply:

- i) **Notification:** The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim,



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controversy or dispute, not later than 7 (seven) days from awareness of the existence thereof.

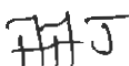
ii) **Consultation:** On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the development works.

iii) **Conciliation:** Where the authorised representatives of the Parties are unable to reach such an amicable settlement, either party may request the submission of the matter to conciliation in accordance with the Rules of Conciliation as may be applicable.

iv) **Arbitration:** Any claim, controversy or dispute which is not settled as provided under clauses (ii) and (iii) above shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall jointly appoint a sole arbitrator. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such dispute, controversy or claim.

v) For any of relief sought in case of disputes as stated above in this clause, the Courts in Goa alone shall have jurisdiction thereto.

28. If any of the clauses and/or terms of this Agreement are rendered unenforceable or invalid under any applicable law or be so held by a decision of any applicable court / authority/ any other authority having jurisdiction in the present case, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, the validity, legality and enforceability of any or all the other remaining clauses or terms of this Agreement shall not in any way be affected or impaired thereby and shall be binding between the FIRST PARTY, the SECOND PARTY and the THIRD PARTY. However, that clause



or term which is rendered unenforceable or invalid under any applicable law shall be changed and interpreted so as to best accomplish the objectives of such clause and /or term within the limits of applicable law or applicable court/authority's decision.

29. The Parties shall each bear their own costs and expenses relating to the negotiation and the implementation of the transactions contemplated herein, including, without limitation, fees and expenses of legal counsel, accountants, printers, copiers, consultants or other representatives.

30. For the purpose of computation of stamp duty, the valuation is taken as under:

- a. The valuation of the FIRST PARTY'S ENTITLEMENT being total 1,187.30 square metres. built up area, is taken as **Rs. 2,37,46,000/- (Rupees Two Crores Thirty Seven Lakhs Forty Six Thousand Two Hundred Only only)** i.e. @Rs. 20,000/- (Rupees Twenty Thousand only) per square metres. Built up area.
- b. The valuation for the SECOND PARTY'S ENTITLEMENT being 2,257.81 square metres., undivided proportionate share in the SAID PROPERTIES, is taken as Rs. 81,28,116/- (Rupees Eighty One Lakhs Twenty Eight Thousand One Hundred Sixteen Only) i.e. @Rs. 3,600/- per square metres. Thus, the Valuation for the purpose of computation of Stamp Duty is Rs. 3,18,74,116/- (Rupees Three Crore Eighteen Lakhs Seventy Four Thousand One Hundred and Sixteen only).

Thus, the total valuation of the FIRST PARTY'S ENTITLEMENT and the SECOND PARTY'S ENTITLEMENT is Rs. 3,18,74,116/- (Rupees Three Crore Eighteen Lakhs Seventy Four Thousand One Hundred and Sixteen



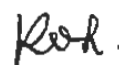
only) on which stamp duty of 2.9% i.e. Rs. 9,24,400/- (Rupees Nine Lakhs Twenty Four Thousand Four Hundred only) is affixed hereto along with the registration fees of 3% i.e. Rs. 9,56,500/- (Rupees Nine Lakhs Fifty Six Thousand Five Hundred only).

SCHEDULE I

DESCRIPTION OF SAID PROPERTIES – I

All that piece and parcel of the immoveable property presently known as known as "CODDY" also known as "PIRZONA", wherein exists the house bearing V.P. No.169 situated in the ward Pirazona of the Village Moira, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The entire property is presently surveyed under No.122/5 of Village Moira Survey Records, admeasures 2,075 square meters and is hereinafter referred to as "the said property". The said property is not found described in the Land Registration Office nor found enrolled in the Taluka Revenue Office, which property is bounded as under:

- NORTH** : By the property of the Comunidade surveyed under no.122/4;
- SOUTH** : By the property of the Comunidade surveyed under no.122/6;
- EAST** : By the property Floriano Concelcao Lobo and Rita Vera Lobo surveyed under no.122/15;
- WEST** : By the road of the Village Panchayat of Moira.



SCHEDULE II

DESCRIPTION OF SAID PROPERTY-II

All that piece and parcel of the immoveable property presently known as "CODDI" also known as "PIRZONA", situated in the ward Pirazona of the Village Moira, Taluka and Registration of the Sub-District of Bardez, District of North Goa, State of Goa. The entire property is presently surveyed under No.122/15 of Village Moira Survey Records, admeasures 1,950 square meters and is hereinafter referred to as "the said property". The said property is found described in the Land Registration Office of Bardez under No.29036 of Book B-74 at folio 175v, and enrolled in the Taluka Revenue Office of Bardez at Mapusa under No.2045, which property is bounded as under:

- NORTH** : By the property of the Comunidade surveyed under no.122/4;
- SOUTH** : By the property of the Comunidade surveyed under no.122/6;
- EAST** : By the property of the Comunidade surveyed under no.122/6;
- WEST** : By the property which earlier belonged to Joao Baptista Lobo, presently belonging to Floriano Conceicao Lobo and his wife Rita Vera Lobo surveyed under no.122/5.



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SCHEDULE III

(DESCRIPTION OF FIRST PARTY'S ENTITLEMENT)

THE FIRST PARTY'S ENTITLEMENT:

1. **ALL THAT UNIT/VILLA** being **Villa No. P6A**, with a total carpet area of admeasuring **185.50** square metres, built up area of **304.50** square metres, Super Built-up area admeasuring **404.07** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **306.78** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4025** square metres., surveyed under the nos. **122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **306.78** square metres (which includes the Villa Plot);
2. **ALL THAT UNIT/VILLA** being **Villa No. P6B**, with a total carpet area of admeasuring **185.50** square metres, built up area of **304.50** square metres, Super Built-up area admeasuring **404.07** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **284.56** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES



admeasuring **4025** square metres., surveyed under the nos. **122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North - Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **284.56** square metres (which includes the Villa Plot);

3. **ALL THAT UNIT/VILLA** being **Villa No. P6C**, with a total carpet area of admeasuring **185.50** square metres, built up area of **304.50** square metres, Super Built-up area admeasuring **404.07** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **285.48** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4025** square metres., surveyed under the nos. **122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North - Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **285.48** square metres (which includes the Villa Plot);

4. **ALL THAT UNIT/VILLA** being **Villa No. P5**, with a total carpet area of admeasuring **183.35** square metres, built up area of **273.80** square metres, Super Built-up area admeasuring **354.02** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **272** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no. **122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North -



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Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **272** square metres (which includes the Villa Plot);

5. **ALL THAT UNIT/VILLA** being **Existing Villa** bearing House No: **169**, with a total carpet area of admeasuring **220** square metres, built up area of **275** Super Built-up area admeasuring **330** square metres along with the right to the exclusive use of the plot of land admeasuring **537.67** square metres. appurtenant to the SAID VILLA already existing on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no. **122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **537.67** square metres (which includes the Villa Plot).



SCHEDULE IV

(DESCRIPTION OF SECOND PARTY'S ENTITLEMENT)

THE SECOND PARTY'S ENTITLEMENT:

1. **ALL THAT UNIT/VILLA** being **Villa No. P1A** , with a total carpet area of admeasuring **190.35** square metres, built up area of **314.40** square metres, Super Built-up area admeasuring **389.90** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **333.08** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no. **122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa,

described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **333.08** square metres (which includes the Villa Plot);

2. **ALL THAT UNIT/VILLA** being **Villa No. P1B**, with a total carpet area of admeasuring **190.35** square metres, built up area of **314.40** square metres, Super Built-up area admeasuring **389.90** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **340.70** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no.**122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **340.70** square metres (which includes the Villa Plot);

3. **ALL THAT UNIT/VILLA** being **Villa No. P2A**, with a total carpet area of admeasuring **213.20** square metres, built up area of **313.60** square metres, Super Built-up area admeasuring **384.37** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **296.65** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no.**122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **296.65** square metres (which includes the Villa Plot);



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4. **ALL THAT UNIT/VILLA** being **Villa No. P2B**, with a total carpet area of admeasuring **213.20** square metres, built up area of **313.60** square metres, Super Built-up area admeasuring **384.37** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **321.74** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no.**122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **321.74** square metres (which includes the Villa Plot);



5. **ALL THAT UNIT/VILLA** being **Villa No. P3**, with a total carpet area of admeasuring **203.70** square metres, built up area of **294.35** square metres, Super Built-up area admeasuring **376.65** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **294.82** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no.**122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **294.82** square metres (which includes the Villa Plot);

6. **ALL THAT UNIT/VILLA** being **Villa No. P4**, with a total carpet area of admeasuring **213.40** square metres, built up area of **284.05** square metres, Super Built-up area admeasuring **360.47** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the

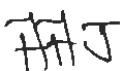
plot of land admeasuring **354.96** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no.**122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **354.96** square metres (which includes the Villa Plot);

7. **ALL THAT UNIT/VILLA** being **Villa No. P7**, with a total carpet area of admeasuring **205.25** square metres, built up area of **287.10** square metres, Super Built-up area admeasuring **333.57** square metres., situated in the project "**CasaBella developed by PIRAZONA REALTY**" along with the right to the exclusive use of the plot of land admeasuring **315.86** square metres. appurtenant to the SAID VILLA being constructed on the SAID PROPERTIES admeasuring **4,025** square metres., surveyed under the no.**122/5 and 122/15** of the Village Moira, Bardez, Goa, situated at ward Pirazona, Taluka and sub-district of Bardez, District of North – Goa, in the State of Goa, described in the Schedule I and II written herein above and along with proportionate share in the SAID PROPERTIES admeasuring **315.86** square metres (which includes the Villa Plot);

SCHEDULE V

(Specifications of the Villas)

Structure	:	RCC structure, around 20 cm thick external walls and around 11 ½ cm thick internal walls.
Flooring	:	Ceramic/vitrified tiles of Reputed Brand.
Hall & Kitchen Floor	:	Large format Vitrified tiles of Reputed Brand



Master Bedroom Floor	:	Vitrified Tiles / Wooden Flooring.
Other Bedrooms	:	Vitrified tiles of Reputed Brand
Internal Décor	:	Cement plaster/Gyproc with premium emulsion paint (Asian or Reputed Brand)
External Décor	:	Double coat sand cement plaster with Asian or reputed exterior paint Brand
Doors	:	Doors (Internal) Wooden frames & Laminated Flush doors. Main Door of Teak Wood.
Windows	:	Aluminium system shutters openable.
French Doors	:	Aluminium system shutters openable.
Kitchen	:	Kitchen cabinets (with Hettich, Blum or equivalent fittings), granite platform with moulded edges, stainless steel double sink, ceramic tiles dado up to 60 cms above platform.
Toilets	:	Floor and walls in ceramic/Vitrified tiles full height with wash basin, European WC & C.P fittings of Premium Segment fittings.
Electricals	:	Concealed electrical fittings with copper Wiring (FRLS/XLPE) and DB's (ELCB's/MCB's of reputed make)/ reputed brand switches and points. Copper Piping and drainage system will be provided for all A/C's.
Water Supply	:	Provision of sump

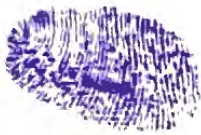
IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses hereinbelow mentioned.

Signed & Delivered by the within)
named FIRST PARTY



MR. FLORIANO CONCEICAO LOBO

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2) _____



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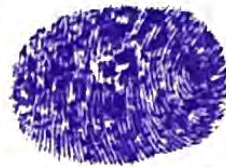


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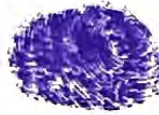
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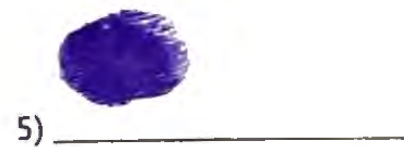
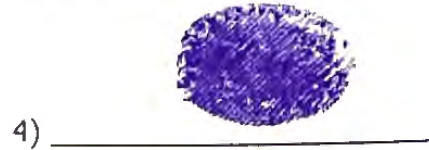
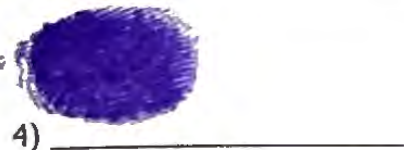
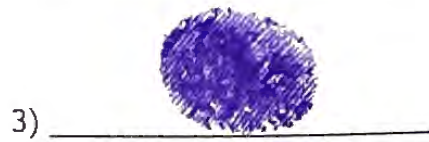
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Rwhobo
Rita Veradobo
MRS. RITA VERA LOBO

LHFI

RHFI



[Signature]

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Signed & Delivered by the
within named SECOND PARTY)
Through its Designated Partner)

For PIRAZONA REALTY LLP

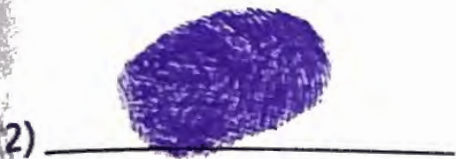
AA Jaffer



MR. AKBAR AMIRALI JAFFER

LHFI

RHFI



AAJ

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Roh.

Signed & Delivered by the
within named SECOND PARTY)
Through its Designated Partner)

For PIRAZONA REALTY LLP



MR. SAURABH RAMESH SANGEKAR

LHFI

RHFI



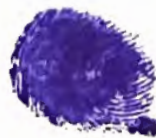
1) _____



1) _____



2) _____



2) _____



3) _____



3) _____



4) _____



4) _____



5) _____



5) _____



AAJ

the

Rev.

In the presence of the following witnesses:

1) Name: ~~Akash~~ Akash N. Kadam.
Address: H.No. 41 NIVAM KHUND VADPOI
TUANT SATTARI- 40A.

2) Name: ~~Ana~~ ANA CLARA EJIPSY E REMEDIOS, ADV.
Address: H.No. 4/200 A, PORBA VADDO
CALANGUTE, BARDEZ, GOA 403516.

~~John~~ HHS Ch. RSL.

ANNEXURE - A -



Government Of Goa

Directorate of Settlement and Land records

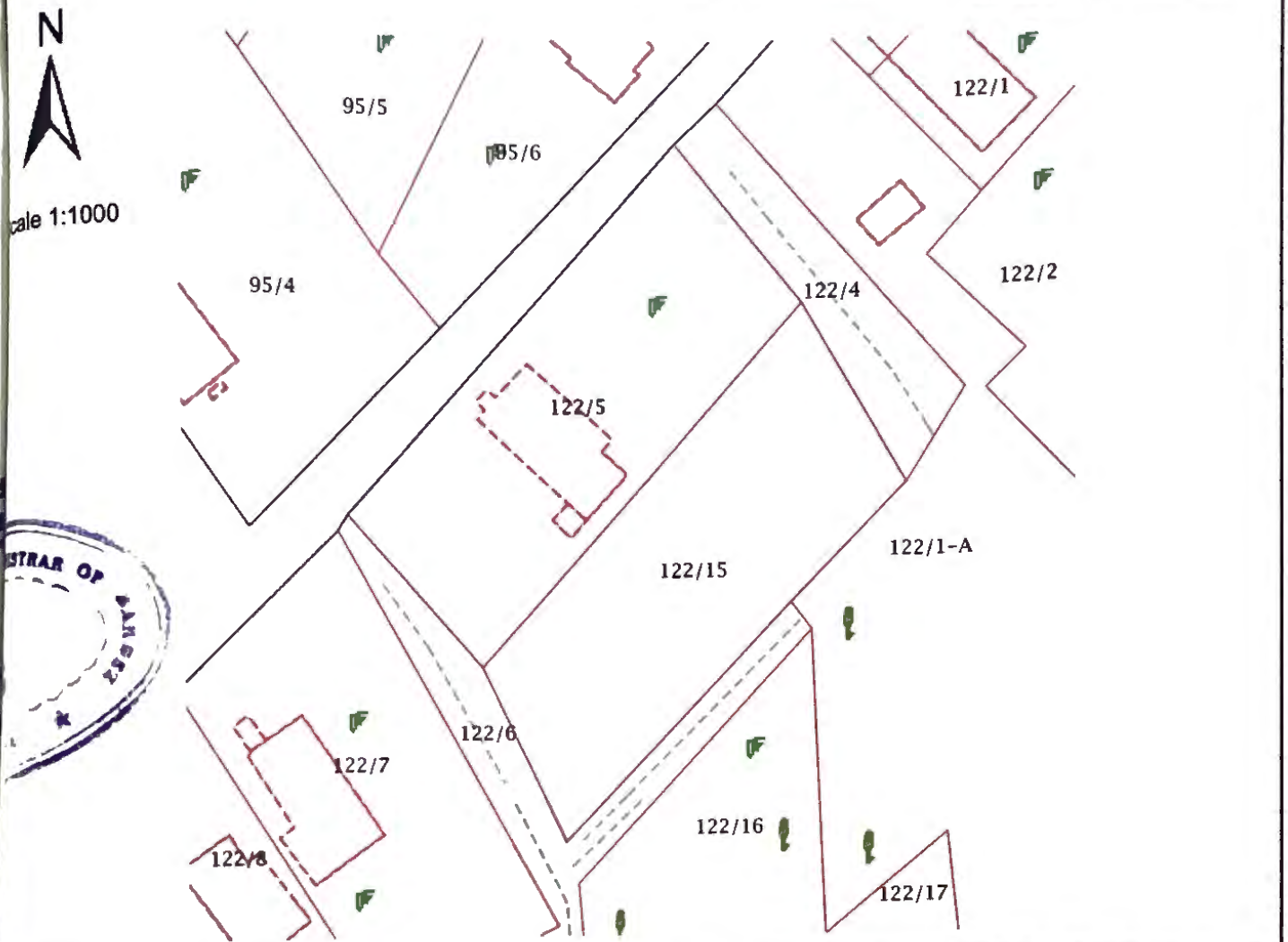
Survey Plan

Taluka Name : BARDEZ Village Name : Moira

Survey No./ Subdiv No : 122/ 5,15

Appln date: 06-03-2023

Ref. No. :9568



RAJESH R PAI
KUCHELKAR
AR

Digitally signed
by RAJESH R PAI
KUCHELKAR
Date:
2023.03.08
17:27:58 +05'30'

Report Generated By: SWAPNIL BHONSLE

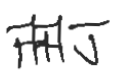
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This record is computer generated on 08/03/2023 16:27:07 as per Online Ref No.9568. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>.

[Handwritten signatures and initials]

ANNEXURE B
(LIST OF TITLE DOCUMENTS OF THE SAID PROPERTIES)

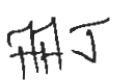
1. Survey Records of property bearing survey no.122/5 and 122/15 of Village Moira:
 - a. Computerised Form I and XIV(Issued by Directorate of Survey and Land Records, Government of Goa)
 - b. Handwritten Form I and XIV (Issued by Talathi)
 - c. Form III Index of Lands
 - d. d. Form 9
2. Survey plan of properties bearing survey no.122/5 and 122/15 of Village Moira
3. Description Certificate No.29036 of Book B-74 at folio 175v (Portuguese alongwith English translation)
4. Inscription Certificate No.42089 of Book G-45 folio 77v (Portuguese alongwith English translation)
5. Deed of Gift dated 26th July, 1973 which Deed of Gift is duly registered in the Office of the Sub Registrar of Bardez under No.6731 of Book No.1 Volume 35 at pages 239 to 242 on 26th July, 1973 executed by Maria Elisa Soares in favour of Rita Lourdina Carvalho.
6. Deed of Sale dated 19th July, 1978 which Deed of Sale is duly registered in the Office of the Sub Registrar of Bardez under No.189 of Book No.1 Volume 127 at pages 16 to 20 on 18th October, 1978 executed by Rita Lourdina Carvalho and her husband Antonio Xavier Pedro Teotonio de Souza in favour of Floriano Conceicao Lobo, alongwith the Deed of Rectification dated 31st January, 1983 registered before the Sub Registrar of Bardez under No.640 at pages 76 to 79 of Book No.1 Volume No.191 on 29th December, 1983.
7. Deed of Succession and Partition dated 1st October, 1942 registered in the book of the Notary Jose Joaquim Filipe Pinto de Menezes under No.144 at pages 91 overleaf to page ninety seven



overleaf of Book number four hundred and eighty (Portuguese
alongwith English Translation)

8. Deed of Sale dated 30/08/1978 which Deed of Sale is duly registered before the Office of the Sub Registrar of Bardez at Mapua under No.777, Book I, Volume No.127 dated 10/11/1978.
9. Deed of Sale dated 19/9/1978 duly registered before the office of the Sub Registrar of Bardez at Mapusa under No.756 at pages 166 to 169 of Book No.1 volume No.125 on 8/11/1978.
10. Deed of Sale dated 12/12/1983 duly registered before the office of the Sub Registrar of Bardez at Mapusa under No.596 at pages 107 to 113 of book No.1 Volume No.189 on 12/12/1983.
11. Deed of Gift dated 28th December, 2018 duly registered before the Office of the Sub Registrar of Bardez.

   Rwh.



ANNEXURE C
(LIST OF REQUIRED APPROVALS AND THE RESPECTIVE
COMPETENT AUTHORITY AS ON DATE OF EXECUTION)

Sr. No.	Competent Authority	Name of Approval / NOC / Permission / Sanction / Certificate
1	Office of Mamlatdar	a) Mutation
2	Town & Country Planning	a) Zone Conversion b) Zoning Certificate c) Commencement Certificate (Technical Clearance) d) Completion Certificate e) Occupancy Certificate
3	Office of Collector	a) Conversion Sanad
4	Village Panchayat	a) Construction License b) Completion Certificate c) Occupancy Certificate
5	Public Works Department	a) Right of Way b) Water c) Storm Water Drains
6	The Chairman, Member Secretary, or any other officer/s as required from time to time of the Goa State Pollution Control Board	a) EC b) CTE c) CTO d) STP Certification
7	Electricity Department	a) Construction Power b) Sanction Load c) DG (Electrical Inspectorate)
8	Health Office or Dept. of Health Services	a) NOC
9	Sewarage and Infrastructure Corporation of Goa	a) NOC
10	Goa RERA	a) Registration of Project

[Signature]

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th. Rvd.



(2)



FORM I & XIV

100016003556

नमुना नं १ व १४

Date: 01/12/2022

Page 1 of 2

Taluka BARDEZ
 ता.नुका
 Village Moira
 गांव
 Name of the Field Pirzona
 शेताचे नांव

Survey No. 122
 सर्वे नंबर
 Sub Div. No. 15
 हिस्सा नंबर
 Tenure
 सत्ता प्रकार

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

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.19.50	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.19.50

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	Grand Total एकूण
0000.00.00	0000.00.00	0000.00.00	0000.19.50

Remarks शेरा

Assessment : Rs. 0.00 Foro Rs. 0.00 Predial Rs. 0.00 Rent Rs. 0.00
 आकार फोर प्रेदियाल रेंट

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं.	Remarks शेरा
1	Mr. Floriann Conceicao Lobo		1891	
2	Mrs. Rita Vera Lobo			

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

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

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year अ	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 प्राारि	Remarks शेरा
	Nil									

End of Report

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



FORM I & XIV

नमुना नं १ व १४

100016003556

Date: 01/12/2022

Page 2 of 2

BARDEZ

Survey No. 122

सर्वे नंबर

Sub Div. No. 15

हिस्सा नंबर

Tenure

सत्ता प्रकार



The record is computer generated on 01/12/2022 at 12:02:27PM as per Online Reference Number - 100016003556. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>





FORM I & XIV

100018574391

नमुना नं १ व १४

Page 1 of 2

BARDEZ

Moirra

Pirzona

Survey No. 122

सर्वे नंबर

Sub Div. No. 5

हिस्सा नंबर

Tenure

सत्ता प्रकार

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

Crop	Garden	Rice	Khajan	Ker	Morad	Total Cultivable Area
प्रायत	बागायत	तरी	खाजन	केर	मोरड	एकूण लागण क्षेत्र
0000.18.25	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.18.25

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

Class (a)	Class (b)	Total Un-Cultivable Area	Grand Total
वर्ग (अ)	वर्ग (ब)	एकूण नापिक जमीन	एकूण
0000.02.25	0000.00.25	0000.02.50	0000.20.75

Remarks शेरा

Assessment: Rs. 0.00 Foro Rs. 0.00 Predial Rs. 0.00 Rent Rs. 0.00

फोर फोरिदियल रेंट

No.	Name of the Occupant	Khata No.	Mutation No.	Remarks
क्र.सं.	वसुनेदाराचे नांव	खाते नंबर	फेरफार नं	शेरा
1	Floriano Conceicao Lobo		2220	
2	Floriano Conceicao Maximo Lobo Alias		69637	
	Floriano Lobo			

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

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

(Pt. file)/1672 dtd. 15/06/2010 pertaining to Survey No. 122

Circular issued vide no. 29/8/TCP/Pt.File/2020/239 dated 31/07/2020 and Ref. no.29/8/TCP/Pt.File/2020/1284 dated 11/8/2020.

Revolver

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P.T.O.



FORM I & XIV

नमुना नं १ व १४

100018574391

Page 2 of 2

BARDEZ

Moiri

Pirzona

Survey No. 122

सर्वे नंबर

Sub Div. No. 5

हिस्सा नंबर

Tenure

सत्ता प्रकार

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Name of the Cultivator सायण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irigated बागायत Ha.Ars.Sq.Mts हे. अर. चौ. मी.	Unirigated जिरायत Ha.Ars.Sq.Mts हे. अर. चौ. मी.	Land not Available for Cultivation नासिक जमीन Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. अर. चौ. मी.	Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
Nil									

End of Report

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



This record is computer generated on 08/02/2024 at 5:22:12PM as per Online Reference Number - 100018574391. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>

(Pt. file)/1672 dtd. 13/08/2018 pertaining to guidelines for processing various application and Circular issued vide no. 29/8/TCP/Pt.File/2020/239 dated 31/07/2020 and Ref. no.29/8/TCP/Pt.File/2020/1284 dated 11/8/2020.

Signature

P.T.O.



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/12316/MOI/TCP-2023/4804

Dated: 06/6/2023

ZONING INFORMATION

Dated: 31/05/2023

Forward no. 4721

The Zoning of the property bearing Survey No. 122 Sub division no. 5 & 15 of Moira Village Bardez Taluka total admeasuring 2075.00m² & 1950.00m² respectively. is as follows.

As per Regional Plan for Goa 2021 the plot under reference falls in

Sr. No.	Sy. No.	Area	As per Regional Plan for Goa 2021
1.	122/5	2075.00m ²	Settlement Zone having (VP-2) status with permissible FAR 60.
2.	122/15	1950.00m ²	Settlement Zone having (VP-2) status with permissible FAR 60.

This information is issued based on the application received from Floriano Lobo dated 31/05/2023 to be read with note given below:

This information is valid only for **three years or till the Regional Plan for Goa 2021** is in force, whichever is earlier from the date of issue of this letter.

Processing fees of Rs. 3000/- paid vide Challan No. ZON/820 dated 31/05/2023.

Verified by
(Saviour O. Coutinho)
Planning Assistant

(Zaidev R. Aldonkar)
Dy. Town Planner

To,
Floriano Lobo,
173 Pirazona Moira,
Bardez-Goa.
403507

NOTE:-

The Zoning information provided is as per Regional Plan 2021 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 Archeological Sites and Remains Act, (State and Central), EIA notification issued by MOUF, Coastal Regulation Zone, including section 17- A of the TCP Act.

This Certificate is issued based on the order issued vide no.29/8/TCP/2018 (Pt. file)/1672 dtd. 13/08/2018 pertaining to guidelines for processing various application and Circular issued vide no. 29/8/TCP/Pt.File/2020/239 dated 31/07/2020 and Ref. no.29/8/TCP/Pt.File/2020/1284 dated 11/8/2020.

(Signature)

P.T.O.

Additional information for reference and determination of values of the property ex-
Settlement zone/development zone.

Broad Land use classification and sub-classification of zone as per Regional Plan for Goa 2021

	Eco-Sensitive Zone I		Eco-Sensitive Zone II
1	Protected/Reserved Forest	1	Orchard
2	Mangrove Forest	2	Natural Cover
3	No Development Slopes	3	Fish Farm
4	Paddy Field/Khazan	4	Cultivated land
5	River & Nallah/Pond	5	Irrigation Command Area
6	Mud flats	6	Salt Pans
7	Sand Dunes/Sandy Area		

For the purpose of Evaluation of the value of the property following shall be noted.

All the aforesaid zones in Eco-Sensitive Zone-I Category shall be taken as (Agriculture)

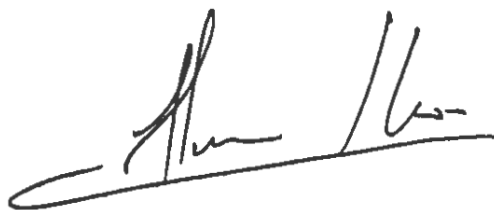
All the aforesaid Zones in Eco-Sensitive Zone-II Category shall be taken under Orchard/Forest Zone.

This is also issued on the basis of order bearing no. 29/8/TCP/Pt.file/2020/951 dated 10/6/2020.

_____ x _____

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Government of Goa

Document Registration Summary 2

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

Date & Time : - 13-Aug-2024 02:51:44 pm

Document Serial Number :- 2024-BRZ-4330

Presented at 02:17:19 pm on 13-Aug-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	924400
2	Registration Fee	956230
3	Processing Fee	2520
Total		1883150

Stamp Duty Required :924400/-

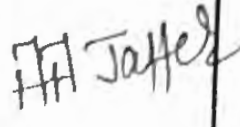
Stamp Duty Paid : 924400/-

Presenter

Sl.NO	Party Name and Address	Photo	Thumb	Signature
1	AKBAR AMIRALI JAFFER Partner Of M/S PIRAZONA REALTY LLP, Father Name:Amirali Kamruddin Jaffer, Age: 53, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 1101, Celestial Tower, 15th Road, Bandra West, Mumbai 400050 and also residing at 21 Acron Uplands, Nachinola, Bardez, Goa 403507, Address2 - , PAN No.:			

Executor

Sl.NO	Party Name and Address	Photo	Thumb	Signature
1	SAURABH RAMESH SANGEKAR Partner Of M/S PIRAZONA REALTY LLP, Father Name:Ramesh Nagesh Sangekar, Age: 56, Marital Status: ,Gender:Male,Occupation: Business, Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai - 400004, PAN No.:			
2	SAURABH RAMESH SANGEKAR Partner Of M/S PIRAZONA REALTY LLP, Father Name:Ramesh Nagesh Sangekar, Age: 56, Marital Status: ,Gender:Male,Occupation: Business, Sunder Sadan, 63-A Proctor Road, Grant Road East, Mumbai - 400004, PAN No.:			
3	AKBAR AMIRALI JAFFER Partner Of M/S PIRAZONA REALTY LLP, Father Name:Amirali Kamruddin Jaffer, Age: 53, Marital Status: ,Gender:Male,Occupation: Business, 1101, Celestial Tower, 15th Road, Bandra West, Mumbai 400050 and also residing at 21 Acron Uplands, Nachinola, Bardez, Goa 403507, PAN No.:			

Party Name and Address		Photo	Thumb	Signature
AKBAR AMIRALI JAFFER Partner Of M/S PIRAZONA REALTY LLP , Father Name:Amirali Kamruddin Jaffer, Age: 53, Marital Status: ,Gender:Male,Occupation: Business, 1101, Celestial Tower, 15th Road, Bandra West, Mumbai 400050 and also residing at 21 Acron Uplands, Nachinola, Bardez, Goa 403507, PAN No.:				
RITA VERA LOBO , Father Name:Baptista Xavier D'Cunh, Age: 73, Marital Status: Married ,Gender:Female,Occupation: Business, House No: 173, Pirazona Waddo, Near St. Xavier High School, Moira, Bardez, North Goa, Goa: 403507, PAN No.:				
RITA VERA LOBO , Father Name:Baptista Xavier D'Cunh, Age: 73, Marital Status: Married ,Gender:Female,Occupation: Business, House No: 173, Pirazona Waddo, Near St. Xavier High School, Moira, Bardez, North Goa, Goa: 403507, PAN No.:				
FLORIANO CONCEICAO MAXIMO LOBO ALIAS MR. FLORIANO CONCEICAO LOBO ALIAS FLORIANO LOBO , Father Name:Rosario Custodio Lobo, Age: 73, Marital Status: Married ,Gender:Male,Occupation: Business, House No: 173, Pirazona Waddo, Near St. Xavier High School, Moira, Bardez, North Goa, Goa: 403507, PAN No.:				
FLORIANO CONCEICAO MAXIMO LOBO ALIAS MR. FLORIANO CONCEICAO LOBO ALIAS FLORIANO LOBO , Father Name:Rosario Custodio Lobo, Age: 73, Marital Status: Married ,Gender:Male,Occupation: Business, House No: 173, Pirazona Waddo, Near St. Xavier High School, Moira, Bardez, North Goa, Goa: 403507, PAN No.:				

Witness:

/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: ANA CLARA EJIPSY E REMEDIOS ,Age: 40,DOB: ,Mobile: ,Email: ,Occupation:Advocate , Marital status : Married , Address:403516, 4-200 A PORBA VADDO CALANGUTE BARDEZ GOA, 4-200 A PORBA VADDO CALANGUTE BARDEZ GOA, Calangute, Bardez, NorthGoa, Goa			
2	Name: AKASH NAVSO KADAM ,Age: 46,DOB: 1977-12-26 ,Mobile: ,Email: ,Occupation:Service , Marital status : Married , Address:403506, 45 HIVREM KHURD SATTARI PO THANE IVREM - CURDO VALPOI NORTH GOA, 45 HIVREM KHURD SATTARI PO THANE IVREM - CURDO VALPOI NORTH GOA, Valpoi, Sattari, NorthGoa, Goa			

Sub Registrar

SUB-REGISTRAR
BARDEZ

Document Serial Number :- 2024-BRZ-4330

Document Serial No:-2024-BRZ-4330

Book :- 1 Document

Registration Number :- **BRZ-1-4219-2024**

Date : 13-Aug-2024



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

SUB-REGISTRAR
BARDEZ

