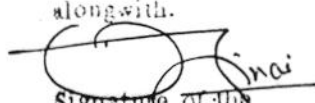





गोवा GOA

sr. No... 444... Place of Vend Mapusa Date of  
 issue... 30/12/08... Value of Stamp Paper  
 Rs. 20,000/- (Rupees Twenty thousand only)  
 Name of the purchaser Vaishali S. Falaci  
 residing at Mapusa  
 As there is no one single stamp paper for the  
 value of Rs. 40,000/- multiple stamp papers  
 for the completion of the value is attached  
 alongwith.

022184

  
 Signature of the  
 ex-officio Vendor

  
 Signature of Purchaser

4/4

**AGREEMENT**

- Mrs. N.V. Knot
- Mrs. N.B. Mahajan
- Mangam
- Mrs. S. S. D. D. D.
- Bhandarkar
- Urmila. U. Mihapskar
- G.C. Gaundalkar

Contd...2

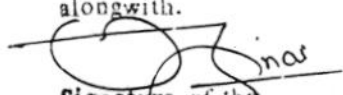





गोवा GOA

sr. No. 414 Place of Vend Mapusa Date of Issue 30/12/08 Value of Stamp Paper Rs. 20,000/- (Rupees Twenty thousand only) Name of the purchaser Vaishali S. Falasi residing at Mapusa son of ..... As there is no one single stamp paper for the value of Rs. 40,000/-, equal stamp papers for the completion of the value is attached alongwith.

022185



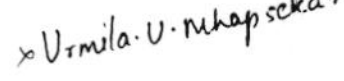
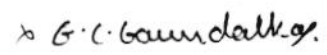
  
Signature of the ex-officio Vendor

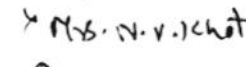

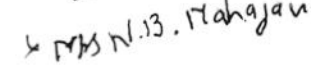

  
Signature of Purchaser



-: 2 :-

This Agreement is made on this 5<sup>th</sup> day of the Month of January 2009, at Mapusa, Bardez, Goa.

- \* 
- \* 
- \* 
- \* 

- \*  Contd...3
- \* 
- \* 
- \* 

BETWEEN

(1) Shri. LAXMAN VENKATESH BANDEKAR, son of late Venkatesh L. Bandekar, of age 70 years, businessman, and his wife (2) Smt. RUTHA LAXMAN BANDEKAR, daughter of Late Purshottam Phondke of age 65 years, housewife, (3) Shri. HARSHAD L. BANDEKAR, son of Shri. Laxman Bandekar, of age, 36 years, business, and his wife, (4) Smt. SUSHMITA HARSHAD BANDEKAR, daughter of Shri. Madhav Bhikaji Govekar, of age 30 years, housewife (5) Shri. RUSHAD L. BANDEKAR, son of Shri. Laxman Bandekar, of age 34 years, Service, and his wife (6) Smt. SWETA RUSHAD BANDEKAR, daughter of Shri Sadashiv Sakharam Kochare, age 29 years, housewife, all residents of Om, Plot No. 38/A, Shantiban Cooperative Housing Society, near Mahatma Society, Kothrud Pune - 29, (7) Smt. SNEHALATA CHANDRAKANT GAUNDALKAR, daughter of late Venkatesh Bandekar, of age 68 years, housewife, and her husband, (8) Shri. CHANDRAKANT GOVIND GAUNDALKAR, son of late Govind Gavandalker, of age 79 years, retired, both residents of: 2/C/515, Dhiraj Valley, Sai Baba Complex, Goregaon (East), Mumbai - 400 063, (9) Smt. NANDITA VASUDEV KHOT, daughter of late Venkatesh Bandekar, of age 66 years, housewife, and her husband, (10) Shri. VASUDEV VASANT KHOT, son of late Vasant Khot, of age 68 years, retired, both residents of: 35, Hindu Friends Society, Natwar Nagar, Road No.4, Plot No. 19, Jogeshwari (East), Mumbai - 400 061, (11) Smt. NEELA BHALCHANDRA MAHAJAN, daughter of late Venkatesh Bandekar, of age 61 years, housewife, and her husband, (12) Shri. BHALCHANDRA



Contd...4

x *U. Bandekar*

x *Bandekar*

x *Urmila V. Mahaprekar*

x *G. C. Gaundalkar*

x *Mrs. N. V. Khot*

*Q. Khot*

x *Mrs. B. Mahajan*

*B. Mahajan*

x *B. Mahajan*

BALKRISHNA MAHAJAN, son of late Balkrishna Mahajan, of age 69 years, retired, both residents of: B - 4, Cozy Apartments, 1<sup>st</sup> Floor, Katem, Baina, Vasco da Gama, Goa - 403 802, all Indian Nationals and all hereinafter called the "VENDORS" (which expression shall include their successors, heirs, legal representatives, and assigns) of the FIRST PART.

AND

FALARI REAL ESTATES, a proprietary concern engaged in the business of civil construction and real estate development represented herein by its sole proprietor, Mrs. Vaishali S. Falari, wife of Shri. Sandeep H. Falari, of age 37 years, residing at 111, Dattawadi, Mapusa Goa, hereinafter referred to as the "DEVELOPERS" (which expression shall include their successors, heirs, legal representatives and assigns) of the SECOND PART.



The VENDORS of Sr. Nos. (3), (4), (5), & (6) being represented herein by their constituted attorney, the Vendor at Sr. No. (1) namely, Shri. LAXMAN VENKATESH BANDEKAR by virtue of the Power of Attorney duly executed before the Notary Public, Shri. S. H. Borse at Pune Maharashtra dated 25.03.2008.

The VENDOR at Sr. No. (7) being represented herein by her duly constituted attorney, her daughter, Smt. URMILA UMESH MHAPSEKAR, of age 40 years, residing at: Flat No.1/102, Mahesh Bhuvan Co-op. Hsg. Soc., Plot No.45, 2<sup>nd</sup> Road, Pandurang Wadi, Goregaon (East), Mumbai - 63, by virtue of the Power of Attorney duly executed before the Notary for Greater Mumbai, Shri. D. B. Parab at Mumbai dated 16.12.2008.

Handwritten signatures and names:

- x M. B. Bhandarkar
- x Bhandekar M.
- x Urmila. U. Mhapsekar
- x G. C. Gaudalkar
- x H. N. V. Khot
- x Chhot
- x M. N. B. Mahajan
- x Bhandarkar
- Contd...5
- x A. B. Bhandarkar

The VENDOR at Sr. No. (8) being represented herein by his duly constituted attorney his son, Shri. GOVIND CHANDRAKANT GAUNDALKAR, of age 31 years, residing at: 2/C/515, Dhiraj Valley, Sai Baba Complex, Goregaon (East), Mumbai - 63, by virtue of the Power of Attorney duly executed before the Notary for Greater Mumbai, Shri. D. B. Parab at Mumbai dated 16.12.2008.

WHEREAS there exists a property surveyed under Chalta Nos. 112, 113 & 114 of P. T. Sheet No. 137 of city Survey, Mapusa, totally admeasuring 1509 sq. metres, being described in the Land Registration Office of Bardez at Mapusa under No. 13103 at pg. 68V of Book B 34 (New) situated at Ansabhat Mapusa described fully in the Schedule hereunder (hereinafter referred to as the SAID PLOT OF LAND). Whereas there exists a residential house in the SAID PLOT OF LAND and the Vendors alongwith other co-owners are in possession and enjoyment of the same (hereinafter referred to as the SAID RESIDENTIAL HOUSE).



WHEREAS there exists a room in Chalta No.114 of P. T. Sheet No. 137 of City Survey, Mapusa which is in the possession and enjoyment of the Occupant/Tenant (hereinafter referred to as the SAID ROOM) and the THE SAID PLOT OF LAND together with THE SAID RESIDENTIAL HOUSE and THE SAID ROOM is hereinafter referred to as the "THE SAID PROPERTY".

The said property belonged to 3 branches of the Bandekar family and in the present case one - third share of the same belonged originally to late Shri. Venkatesh Shet Bandekar and it has been

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x *U. B. Bandekar*  
x *B. Bandekar*  
x *Urnula. V. Bhavsakar*  
x *G. C. Gaundalkar*

x *N. V. Knot*  
x *Chit*  
x *M. N. Bhatnagar*  
x *Bandekar*

inscribed in his name by inscription No. 17809 at pg .78 v of Book G24.

The said Venkatesh had one son by name Laxman, Vendor No. (1) above and three daughters namely Snehalata, Nandita and Neela, Vendor Nos. (7), (9) and (11) above.

The said Venkatesh and his wife Smt. Laximi also left wills in favour of the two sons of above mentioned Shri. Laxman Bandekar namely Shri. Harshad (Vendor No.3) And Shri. Rushad (Vendor No. 5)

The Vendors have represented that they are the lawful owners in possession of the one - third right to the said property belonging to late Venkatesh Shet Bandekar along with Occupant/Tenant who is residing and in possession of a room in chalta No.114 of P. T. Sheet 137 of City Survey, Mapusa and based on this representation the developers have agreed with the Vendors to develop the said property by constructing thereon a multi - storeyed building or buildings in return for agreed consideration, which is reflected in this agreement as below:



**NOW THIS AGREEMENT WITNESSES AS UNDER:-**

1. The VENDORS hereby agree to the development of the said property by the DEVELOPERS and to sell the said property to the DEVELOPERS in the terms set out herein, by putting up a building or buildings as per the plans that

Contd...7

x *Usha Bandekar*

x *M.S.N.V. Khote*

x *Bandekar*

x *Anor*

x *Elani*

x *Vrinda U. Mahaprekar*

x *M. B. Mahajan*

x *G.C. Gaundalkar*

x *Manoj*

will be sanctioned by the relevant authorities and to sell off or otherwise transfer the premises in the said buildings in whole or in part to third parties at such price as the Developers may deem fit.

2. The DEVELOPERS in consideration of the VENDORS permitting the development and sale of the said property, which admeasures 1509 square metres, have offered to following consideration to the VENDORS, totally amounting to Rs. 40,00,000/- (Rupees Forty Lakhs Only) which is to be paid as under:

(A) The DEVELOPERS shall construct for the VENDOR nos. (1) & (2), one residential flat of 89 sq. m. built up area on the Second Floor, valued at Rs.6,68,500/- (Rupees Six Lakhs Sixty Eight Thousand Five Hundred Only).

(B) The DEVELOPERS shall construct for the VENDOR Nos. (3) & (4) one residential flat of 78 sq. m. built up area on the Third Floor, valued at Rs. 5,85,800/- (Rupees Five Lakhs Eighty Five Thousand Eight Hundred Only) and One shop of 15sq. m. built up area on the Ground Floor valued at Rs.1,63,800/- (Rupees One Lakh Sixty Three Thousand Eight Hundred Only).

(C) The DEVELOPERS shall construct for the VENDOR Nos. (5) & (6), one residential flat of 78 sq. m. built up area on the Third Floor, valued at Rs. 5,85,800/- (Rupees Five Lakhs Eighty Five Thousand Eight Hundred Only) and One shop of 15sq. m. built up area on the Ground Floor



x *M. S. D. K. K.*

x *B. S. D. K. K.*

x *Urmila. V. Mhapsekar*

x *G. C. Gaundalkar*

x *Mrs. N. V. Khat*

x *Amol*

x *Mrs. N. B. Mahajan*

x *B. S. D. K. K.*

Contd...8

x *S. S. D. K. K.*

valued at Rs.1,63,800/- (Rupees One Lakh Sixty Three Thousand Eight Hundred Only).

(D) The DEVELOPERS shall construct for the VENDOR Nos. (7) & (8), one residential flat of 45 sq. m. built up area on the Second Floor, valued at Rs.3,37,800/- (Rupees Three Lakhs Thirty Seven Thousand Eight Hundred Only) and One shop of 10sq. m. built up area on the Ground Floor, valued at Rs.1,09,200/- (Rupees One Lakh Nine Thousand Two Hundred Only).

(E) The DEVELOPERS shall construct for the VENDOR Nos. (9) & (10), one residential flat of 45 sq. m. built up area on the Second Floor, valued at Rs.3,37,800/- (Rupees Three Lakhs Thirty Seven Thousand Eight Hundred Only) and One shop of 10sq. m. built up area on the Ground Floor, valued at Rs.1,09,200/- (Rupees One Lakh Nine Thousand Two Hundred Only).



(F) The DEVELOPERS shall construct for the VENDOR Nos. (11) & (12), one residential flat of 45 sq. m. built up area on the Second Floor, valued at Rs.3,37,800/- (Rupees Three Lakhs Thirty Seven Thousand Eight Hundred Only) and One shop of 10sq. m. built up area on the Ground Floor, valued at Rs.1,09,200/- (Rupees One Lakh Nine Thousand Two Hundred Only).

(G) The DEVELOPERS shall construct and handover to the VENDORS alongwith other co-owners of the said property in common, on the Ground Floor of the proposed building,

Contd...9

x M. S. D. D. D.

x B. D. D. D.

x V. S. D. D.

x G. C. D. D.

x M. S. D. D.

x A. S. D. D.

x M. S. D. D.

x M. S. D. D.

x M. S. D. D.



a room meant for Pooja/worship of 80sq.m built up area (value of one - third share of the same is Rs.2,91,300/- (Rupees Two Lakhs Ninety One Thousand Three Hundred Only).

(H) In addition, the DEVELOPERS shall pay a sum of Rs.1,00,000/- (Rupees One Lakh Only) on signing of this Agreement and a further sum of Rs.1,00,000/- (Rupees One Lakh Only) within six months from the date of final approval of the building plans, which shall be paid to VENDOR No.1, who undertakes to immediately thereafter credit the same amount to the Bandekar Family Trust or other entity that may be created for looking after the religious obligations of the Bandekar Family.

3. The DEVELOPERS shall forthwith commence the process of obtaining planning and conversion Sanad, approvals as required for the said property within a period of 8 months, from this date and thereafter shall begin the process for development of the entire property. The DEVELOPERS are also hereby permitted by the VENDORS to enter into amalgamation with adjoining plots for the sake of development, provided the location and the area of the premises allotted to the VENDORS are not altered or changed in whatsoever manner.

4. The DEVELOPERS will settle at their own cost the claims of occupants/tenants namely the heirs of late Bhikaji Gaude and other persons having other rights in the said property, but not any person claiming ownership rights.

x W.B. Andale

x B. B. Khat

x U. V. Umharskar

x G. C. Gaudalkar

x M. V. V. Khat Contd...10

x Q. Khat

x M. V. B. Mahajan

x B. Khat

x A. Khat

The VENDORS hereby state that they are the sole owners of the one - third share or right to the SAID PROPERTY and any claims from any persons claiming rights therein through VENDORS shall be settled from the consideration to be given to the VENDORS as mentioned in clause (2) hereinabove.

5. The DEVELOPERS shall immediately after obtaining the necessary licences and permission from the concerned authorities and in any case within 8 months from this date, give a notice of the fact in writing to the VENDORS, and requiring them to vacate the SAID RESIDENTIAL HOUSE, and the VENDORS shall vacate the SAID RESIDENTIAL HOUSE within the next fifteen days from the date of receiving such intimation from the DEVELOPERS. The DEVELOPERS shall start the construction of the proposed buildings on THE SAID PROPERTY within 9 months from this date, subject to receipt of possession of the said residential house from the VENDORS, as mentioned above. The DEVELOPERS undertake to construct the said building/s in good workmanlike manner using the standard materials of a long durability and strictly as per approved plans as per Schedule II.



6. The DEVELOPERS shall, complete the construction of the proposed buildings within a period of 36 (thirty six) months from the date of signing of this Agreement and more particularly mentioned in clause 3 hereinabove. The DEVELOPERS shall however be entitled to a reasonable

x M/Saudika

x Bomdelkar

x Urmila.V. Nhapsekar

x G.C. Gaundalkar

x Mrs. N.V. Khot

x Chil

x M/S N.B. Mahajan

x Blang

Contd...11

x Elasi

time available to the DEVELOPERS for completion as stated hereinabove (but not to the tune and/or due to the mistake or any encroachment done committed by the willful or inadvertent act of the DEVELOPERS herself. However, it is agreed that time frame for completion of construction, as mentioned above, is to be adhered to.

7. It is agreed that the residential house which exists in the said property shall be demolished and the materials thereof shall be salvaged by the DEVELOPERS.
8. The DEVELOPERS shall be entitled to enter into agreement for sale of any part of the buildings, except the area of the buildings set aside for the VENDORS with any persons and receive money from such persons.
9. Except the breach of any item by the DEVELOPERS, the VENDORS agree and undertake that they shall not enter into any agreement or understanding or contract with any other person or body, unless with express written permission of the DEVELOPERS. The VENDORS also agree and undertake that they shall not part with possession of any portion or fraction of the said property to any person or persons or body.
10. In case the existing Floor Area Ratio pertaining to the said property is increased/decreased in future, such increase/decrease shall enure to the benefit of the DEVELOPERS alone.



Contd...13

\* M. S. Datta

\* B. S. Datta

\* Urmila. V. Mahaprekar

\* G. C. Gaundalkar,

\* M. V. Khot

\* Quor

\* M. N. B. Mahajan

\* B. S. Datta

\* A. S. Datta

extension of a maximum of 6 months in case of genuine and bonafide contingencies and difficulties beyond the control of the DEVELOPERS. The DEVELOPERS shall not incur any liability and shall be entitled to a reasonable extension of time in order to obtain permissions and licences from the various concerned authorities and all delays caused by incomplete documentation on the part of any of the VENDORS or any other co-owners of the SAID PROPERTY, shall be added to the time - frame available for obtaining such approvals/permissions/ licences etc. However, it is agreed that time frame for completion, as mentioned above, is to be adhered to.

The DEVELOPERS shall also not incur any liability if the commencement of the construction of the building/s is delayed due to a delay on the part of the VENDORS to vacate the SAID RESIDENTIAL HOUSE and the DEVELOPERS shall be entitled to an extension of time equal to the delay thus caused by the VENDORS.

The DEVELOPERS shall be liable to pay compensation to the tune of Rs.10,000/- (Rupees Ten Thousand Only) per month for each month of delay beyond the time set out hereinabove. It is agreed that any delay in succession proceedings or clearing of title of any of the branches of the Bandekar family including any other co-owners of the said property, shall be added to the time available to the DEVELOPERS for completion as stated hereinabove. Similarly, any litigation or Court proceedings involving the said property shall be a ground for extension of time to the extent of actual length of the proceedings and such time shall be similarly added to the



x Umsandeka

x Bandekar

x Urmila Umharskar

x G.C. Gaundekar

x Ms. N. V. Khot Contd...12

x Chik

x Mr. N. B. Mahajan

x Manoj

x Alaris

11. On the execution of this Agreement, the VENDORS shall grant to the DEVELOPERS licence to enter upon the said property as bare licensee only for enabling them to develop the said property, by the process of obtaining the construction approvals and other permissions as required. It is hereby expressly agreed by and between the parties hereto that the possession of the said property is not being given or intended to be given to the DEVELOPERS in part performance as contemplated by section 53A of the Transfer of Property Act 1881. The VENDORS and the DEVELOPERS hereby confirm that by virtue of the DEVELOPERS entering upon the said property as licensee, the same does not amount to take up the possession of the said property.

12. The VENDORS shall give the DEVELOPERS an irrevocable power of attorney dated 5/1/2009 to enable the DEVELOPERS to fulfill this agreement and carry out the development, with such clauses as the DEVELOPERS may require.



13. The VENDORS will forthwith start the process of obtaining mutation of the said property in their names as required.

14. The plans, licences and permissions shall be in the name of the DEVELOPERS. The VENDORS agree to sign any documents as may be required for the purpose and assist and co-operate with the DEVELOPERS in the process of obtaining the aforesaid approvals, etc.

x *M. Gaudkar*

x *Bhandarkar*

x *Vrinda V. Nhaprekar*

x *G.C. Gaundalkar*

x *Mrs. N.V. Khot*

x *Quok*

x *Mrs. N. B. Mahajan*

x *Basu*

Contd...14

x *Basu*

15. The DEVELOPERS shall be entitled to build any premises or buildings in the said property as he may choose, as per sanctioned plans, whether residential, commercial or otherwise, and shall be entitled to raise finance for the said property and/or premises in the building/s to be constructed thereon, by agreeing to sell and receiving advances for the construction or on such terms as the DEVELOPERS may deem fit, but without in any way affecting the VENDOR'S rights to the land, buildings/premises and money agreed to be paid to them. The VENDORS hereby give their consent to any documents that may be required to be executed for the purpose, including acting as confirming party for the mortgage of any Shops/Flats/Offices/Premises with any financial and other institutions, Government agencies, when third party premises' purchasers require to raise finance for the same without affecting the VENDORS rights or ownership of the areas/premises as mentioned in clause (2). The prospective purchasers shall be liable to repay the loan amount, and not the Vendors. Provided that the DEVELOPERS shall get approved sanctioned plans and permissions for constructions on the said property from the concerned authority and after finalization of the specific location of the flats/shops to be allotted to the VENDORS in the building/s to be constructed on the said property as per sanctioned plans, before executing any documents that may be required for the purpose, including as a confirming party.



16. The VENDORS agree to sell or otherwise transfer the said property in whole or in part in favour of the DEVELOPERS and/or her nominees or to any person or legal entity

Contd...15

\* M/S. \_\_\_\_\_  
\* \_\_\_\_\_  
\* Urmila. V. Mahaprekar  
\* G. C. Gaundalkar  
\* Mrs. N. V. Khos  
\* \_\_\_\_\_  
\* M. B. Mahajan  
\* \_\_\_\_\_

indicated by the DEVELOPERS, by executing and signing the appropriate instrument of conveyance, with the exception of the area of land that is to be retained by the VENDORS, and the buildings thereon that the DEVELOPERS are to build for the VENDORS.

17. Any letter or communications which are to be sent to the parties above shall be deemed to have been properly sent and received by the respective party when pasted under certificate of posting at the addresses given below:

- (a) OM, Plot No.38/A,  
Shantiban Co-op. Housing Society,  
Near Mahatma Society,  
Kothrud, Pune - 29..... for VENDORS Nos. (1),  
(2), (3), (4), (5) & (6)
- (b) 2/C/515, Dhiraj Valley,  
Sai Baba Complex,  
Goregoan (East)  
Mumbai - 400063 ..... for VENDOR Nos.  
(7) & (8)
- (c) 35, Hindu Friends Society,  
Natwar Nagar, Road No.4,  
Plot No.19, Jogeshwari (East)  
Mumbai - 400 061 ..... For VENDOR Nos.  
(9) & (10)
- (d) B - 4, Cozy Apartments,  
1<sup>st</sup> Floor,  
Katem, Baina,  
Vasco da Gama, Goa 403 802 ..... For VENDOR  
Nos. (11) & (12)

Contd...16

\* *M. S. D. D. D.*

\* *B. S. D. D. D.*

\* *Urmila V. Mahapatra*

\* *G. C. S. D. D. D.*

\* *M. S. N. V. K. S. T.*

\* *Q. S. T.*

\* *M. S. N. B. Mahajan*

\* *M. S. T.*

\* *S. S. T.*

18. Upon the completion of the premises agreed to be given to the VENDORS under this agreement, the DEVELOPERS shall notify the VENDORS in writing alongwith the Occupancy Certificate, to take possession of the same. On the expiry of two weeks from the receipts of the said notice, the VENDORS shall be deemed to have taken possession of the same. The VENDORS shall be liable to bear all rates, taxes, utility charges and other outgoings on the said premises, from the date when possession is given to them.
19. The VENDORS shall take possession of their respective premises, after being satisfied about the quality of work of the premises having an area as specified in clause 2 herein, and defects if any, shall be rectified by the DEVELOPERS, at their own cost. On taking such possession, the VENDORS shall have no claims as against the DEVELOPERS in respect of any item of work concerning the said premises. The completion of the premises in question shall be certified by the Architect of the DEVELOPERS. The VENDORS hereby consent to the DEVELOPERS making such variations and changes in the plans for the said premises as the DEVELOPERS may require, without reducing the total area agreed to be given as per clause 2 hereinabove without affecting the location and the area allotted to the VENDORS. No further permission or consent of the VENDORS shall be required for such changes.



Contd...17

x M/S and etc

x Bomalele etc

x Urmila V. Mhapsekar

x G.C. Gaundalkar

x M/S. N.V. Khat

x Chop  
x M/S N.V. Mahajan

x Manoj

x Alloer



20. All expenses towards licenses, approvals, in carrying out the construction and in transfer of the property or premises therein to the third party Purchasers, shall be borne by the DEVELOPERS or the third parties as the case may be.
21. The VENDORS hereby agree and undertake that they shall not enter into any such type of agreement in future in regard to the said property which is being developed by the DEVELOPERS nor have they done so in the part in respect of the said property.
22. The DEVELOPERS herewith undertake and shall indemnifying the VENDORS from all losses, mortgages/claims, charges expenses incurred by the DEVELOPERS for the development of the said property and for any mishap happened on the premises and shall be solely liable and responsible for the same.
23. THE DEVELOPERS also agree to give building completion, Occupancy Certificate from concerned authority at the time of handing over the flats & shops to the VENDORS.
24. The VENDORS along with the Purchasers who have purchased the flats/shops/Offices/Premises in the buildings in the said property shall form themselves into a Co-operative Society or a Limited Company. On such a Co-operative Society being incorporated or formed as the case may be, the rights of the VENDORS as well as the Purchasers of the said premises will be recognized and

Contd...18

x *M. S. Bhandarkar*

x *M. S. N. V. Khit*

x *Bhandarkar*  
x *Urmila. V. Mhapsekar*

x *Ohal*  
x *M. N. B. Malagan*

x *S. L. Lali*

x *G. C. Gaundalkar*

x *Bhandarkar*

regulated by the provisions of the said Society or Limited Company and Rules and Regulations framed by them, as the case may be. Notwithstanding the formation of the said Society etc., the DEVELOPERS will have full authority to sell, dispose and transfer in any way, the unallotted and/or unsold Shops/flats/offices and other premises. The DEVELOPERS shall have the option to join as Promoter/member/Shareholder in the Society or other legal entity in respect of such unallotted and/or unsold premises, and as and when such premises are sold to the persons at the choice, and at the discretion of the DEVELOPERS, then the Co-operative Society or Limited Company, as the case may be, shall admit as members, the Purchasers of such premises without charging any premium or extra payment.

The VENDORS agree to pay the proportionate share that may be decided by the Co-operative Society or Limited Company, as the case may be for (a) insurance premium, (b) all Municipal and other taxes and outgoings that may from time to time be levied against the land and/or buildings including water and electricity connection/consumption charges and (c) outgoings for the maintenance and management of the buildings, common lights & other outgoings such as collection charges for watchman, sweepers and maintenance of accounts, incurred in connection with the said property.

25. If the DEVELOPERS decide to transfer the said development rights to any THIRD PARTY, then the written

Contd...19

x M. B. Gaudale

x Bharadwaj

x Urmila. V. Mahaschar

x G. C. Gaudalkar

x Mrs. N. V. Khot

x Chit

x Mrs. N. B. Mahajan

x Mahajan

x A. L. Laxi

consent of the VENDORS is a must, and in such an event, whatever terms and conditions as decided between the DEVELOPERS and the VENDORS, as per this Agreement, shall be binding upon the THIRD PARTY.

26. If the DEVELOPERS do not follow the terms and conditions of the Development Agreement, then the VENDORS can file a suit against the DEVELOPERS for specific performance and its costs and consequences are to be borne by the DEVELOPERS.
27. The DEVELOPERS are liable to eradicate any future problem raised by the prospective purchasers of premises the VENDORS are not liable for the same.
28. The DEVELOPERS shall hand over possession of the premises to the prospective purchasers within time limit as mentioned in their Agreement for sale, and incase this time period is extended with mutual consent, then the DEVELOPERS shall abide by that time period. The VENDORS are not at all liable for the same.



**SCHEDULE I**

All that property surveyed under Chalta Nos.112, 113 and 114 of P. T. Sheet No.137 of City Survey, Mapusa admeasuring 1474 sq. metres, 18 sq. metres, and 17 sq. metres respectively, thus totally admeasuring an area of 1509 sq. metres, alongwith a residential house and room existing in Chalta No. 114/137,

Contd...20

\* *M. S. and others*  
\* *Bernadette*  
\* *Urmila. V. Mahaschar*  
\* *G. C. Gaundalkar*

\* *Mrs. N. V. Khot*  
\* *Anol*  
\* *M. N. Mahajan*  
\* *Blaxi*  
*Manoj*

described in the Land Registration Office of Bardez at Mapusa under No. 13103 at page 68 v of Book B34 (New) situated at Ansabhat in Ward No.9 of Mapusa city in the Taluka of Bardez, District of North Goa in the state of Goa and bounded as under:-

On the East: partly by Chalta No.115 /137 & partly by Municipal road

On the North: partly by Municipal road & partly by chalta No.115/137

On the West: by Chalta No. 102/137 & by Chalta No.109/137

On the South: partly by Chalta No.116/137, partly by Chalta No. 118/137 and by Chalta No. 119/137 and partly by Municipal road.

## SCHEDULE II

### (A) GENERAL SPECIFICATIONS FOR SHOP

1. Structure: Shall be R. C. C. framed as per design approved by the Mapusa Municipal Council. The external walls shall be 23 cm thick laterite/concrete block masonry in cement mortar.
2. Flooring: Shall be 10" x 10" light colour Ceramic tiles, of reputed good quality make.
3. Rolling Shutters: Rolling Shutters to be of 18 gauge and painted with two coats of oil paint, for shops.

Contd...21

✓ *M.S. Sandil*  
✓ *Bondelker*  
✓ *Urmila V. Nhapsekar*  
✓ *G.C. Gaundalkar*

✓ *M.S. N.V. Khat*  
✓ *Chil*  
✓ *M.S. N.B. Mahajan*

✓ *Blair*

✓ *Alasi*

4. Plaster & Plant: All external walls shall be plastered with two coats of cement mortar using water proofing compound and finished with cement paint. Internal walls and ceiling will be plastered with neeru finish. All internal wall surfaces will be finished in oil bound distemper. Ceiling to be finished in whitewash.
5. Electrical: All wiring shall be in best quality open type wiring on walls and slabs. Each shop shall have two light points, one fan and one 5 - Amp plug point.

**(B) GENERAL SPECIFICATIONS FOR FLATS**

1. Structure: Shall be R. C. C. framed as per design approved by the Mapusa Municipal Council. The external walls shall be 23 cm thick laterite/concrete block masonry in cement mortar. Internal walls shall be 11.5 cm thick in brick masonry.

2. Flooring & Skirting: All flooring shall be in 10" x 10" light colour Ceramic tiles and skirting laid in cement mortar.

3. Toilet: Water closet as well as bathroom to have white ceramic tiles flooring. The water closet shall consist of European/Indian type pan. Dado to be provided upto ceiling height in water closet and in bathroom of 6" x 6" white glazed tiles. Bathroom to have a shower rose. Provision for hot and cold water. Provision for exhaust fan with bird mesh.

Contd...22

x *M. S. Aundale*

x *Bondet*

x *Urmila V. Mhapsekar*

x *G. C. Gaundalkar*

x *M. S. V. Khat*

x *Chok*

x *M. B. Mahajan*

x *Rangon*

x *Delasi*

4. Doors and Windows: Main door frame to be 4" x 2 ½" teak wood and teak wood paneled main door. All the other door frames to be 4" x 2 ½" Matti/sal wood. All door panels shall be commercial flush/panel doors painted with two coats of oil paint. Toilet doors shall be in sintex panels with aluminium hardware. All doors shall have mild steel anodized hinges, aluminium tower bolts, etc. Bedroom doors shall have mortice locks. Main door to have night latch. All windows to be in aluminium of approved guage, with M.S. Grills for safety on windows. All windows to be provided with marble sill, jamb and soffit. Aluminium frame shall be 3 - track with fly proof mesh shutter.
5. Roofing: R. C. C. flat slab with approved India type water proofing.
6. Kitchen: Shall be provided with a cooking platform (otta) of granite. Sink to in stainless steel. Dado shall be provided of white glazed upto ceiling height above the kitchen platform.
7. Plaster & Paint: All external walls shall be plastered with two coats of cement morar using water proofing compound and finished with cement paint. Internal walls and ceiling will be plastered with Neroo finish. All internal wall surfaces will be finished in oil bound distemper. Ceiling to be finished in white wash.
8. Electrical: All wiring shall be in best quality copper cables I.S.I. grade concealed in walls and slabs. Points shall be

Contd...23

✶ M.S. Sarda

✶ Bhandarkar

✶ Urmita. V. Mhapsekar

✶ G. C. Gaundalkar

✶ M.S. N. V. Khot

✶ Chit

✶ M.S. N. B. Mahajan

✶ Manjiv

✶ Alaji

provided in various rooms, with good quality switches, sockets, etc. of I.S.I. grade. Wiring will done to confirm to latest I.E. Rules and Regulations. Conduit provision with J.B. for inverter wiring. The various points as follows:

Living - Cum - Dinning Room: 2 light points

- 2 Fan points
- 1 5-Amp plug point
- 1 Bell point
- 1 T. V. point
- 1 Cable T. V. point
- 1 point for Music System
- 1 Telephone point
- 4 pair cable CAT - 5 )

Each Bedroom:

- 2 light points
- 1 fan point
- 1 5-Amp plug point for A/C
- 1 10 - Amp Power Point

Kitchen:

- 1 light point
- 1 5-Amp plug point
- 1 exhaust fan point
- 4 Nos. 15-Amp power point  
(fridge, mixer/ grinder,  
microvave, one spare)

Bathroom:

- 1 light point
- 1 exhaust fan point
- 1 15-Amp geyser point
- 1 point for washing machine

Contd...24

✕ *M.S. and Jell*  
✕ *Bom delcom*  
✕ *Urmila. U. mhapskar*  
✕ *G.C. Gaundalkar.*

✕ *Mrs. N.V. Khot*  
✕ *Anok*  
✕ *M.D. N.B. Mahajan*

✕ *Alasi*

✕ *Ba 7*

Water closet:	1 light point
Balcony/Passage:	1 light point each
Wash basin:	1 light point 5/15 - Amp socket for shaver

9. Plumbing & Drainage: Plumbing mains and distribution shall be in galvanized iron pipes. Underground drainage shall be stoneware pipes with inspection chambers and traps to be connected to septic tank. Building to be provided with an underground sump with pumping facility and overhead water tank. Water supply to the flats will be provided by having underground sump and overhead water tank. Connection will be given to bathroom, kitchen, wash basin, toilet and washing machine. Water from sump to overhead tank will have electric pumping system with standby pump.

10. The flat owner will be provided permanent electric connection from the Electricity Department with the test report provided by the DEVELOPERS. The Vendor has to pay electricity security deposit and connection charges as per G.S.E.D. Rules.

11. The building shall be provided with lift of OTIS make with generator for uninterrupted power supply.
12. Fire fighting provisions/equipment and fire escape to be provided as per National Building Code.
13. Provision for parking in basement.

Contd...25

\* *M. S. Aundale*  
\* *Bem. d. k. m.*  
\* *Urmila. V. Mahaschar*  
\* *G. C. Gaundalkar*

\* *M. S. V. V. Khot*

\* *Anil*  
\* *M. D. N. B. Mahajan*

\* *S. K. Lasi*

\* *B. K. F.*



IN WITNESS WHEREOF the parties hereto have set subscribed their hands on the day and the year hereinabove mentioned.

*M.B. Bandekar*

SIGNED AND DELIVERED

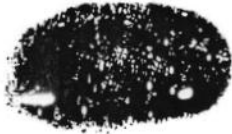
by the withinnamed "VENDORS"

Vendor No.(1)Shri. LAXMAN VENKATESH BANDEKAR \_\_\_\_\_

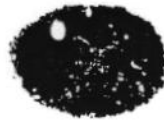
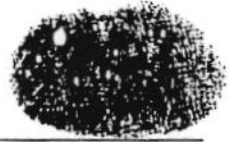
For self and as attorney for:

- Vendor No. (3), Shri. HARSHAD LAXMAN BANDEKAR
- Vendor No. (4), Smt. SUSHMITA HARSHAD BANDEKAR
- Vendor No. (5), Shri. RUSHAD LAXMAN BANDEKAR
- Vendor No. (6), Smt. SWETA RUSHAD BANDEKAR

L. H. F. I.



R. H. F. I.



Contd...26

- ✗ *M.B. Bandekar*
- ✗ *Ban Lal Karkh*
- ✗ *Vrmita V. Mahapadkar*
- ✗ *G.C. Gaudalkar*

- ✗ *M.S. N.V. Khot*
- ✗ *Amal*
- ✗ *M.H.N. B. Mahajan*
- ✗ *Blazim*
- ✗ *Alasi*

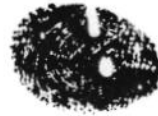
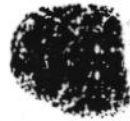
Vendor No. (2), Smt. RUTHA LAXMAN BANDEKAR \_\_\_\_\_

*Bandekar*

L. H. F. I.



R. H. F. I.



Contd...27

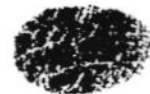
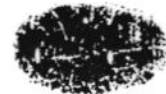
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- x *Bandekar*
- x *Urmila V. Mahasekar*
- x *G.C. Gaundalkar*

- x *Mus. N. V. Khot*
- x *Chor*
- x *M.D. N. B. Mahajan*
- x *Blayjan*
- x *Alkalis*

Smt. URMILA UMESH MHAPSEKAR  
as duly authorized attorney for  
Vendor No. (7), Smt. SNEHALATA CHANDRAKANT  
GAUNDALKAR

L. H. F. I. *Urmila. U. Mhapsekar*

R. H. F. I.



Contd...28

- \* *Walsandule*
- \* *Bansalcar2*
- \* *Urmila. U. Mhapsekar.*
- \* *G. C. Gaundalkar.*

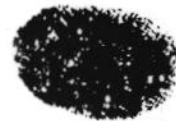
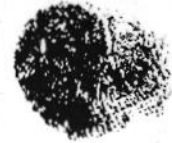
- \* *Mrs. N. V. Khot*
- \* *Chol*
- \* *Mrs. N. B. Mahajan*
- \* *Bl...*
- \* *Salaci*

Shri. GOVIND CHANDRAKANT GAUNDALKAR  
as duly authorized attorney for  
Vendor No. (8), Shri. CHANDRAKANT GOVIND  
GAUNDALKAR

*G. C. Gaundalkar*

L. H. F. I.

R. H. F. I.



Contd...29

*x M. S. Gaundalkar*

*x B. S. Gaundalkar*

*x Urmila. V. Mhapsekar*

*x G. C. Gaundalkar*

*x M. S. N. V. Khat*

*x Anil*

*x M. S. N. B. Mahajan*

*x Mangru*

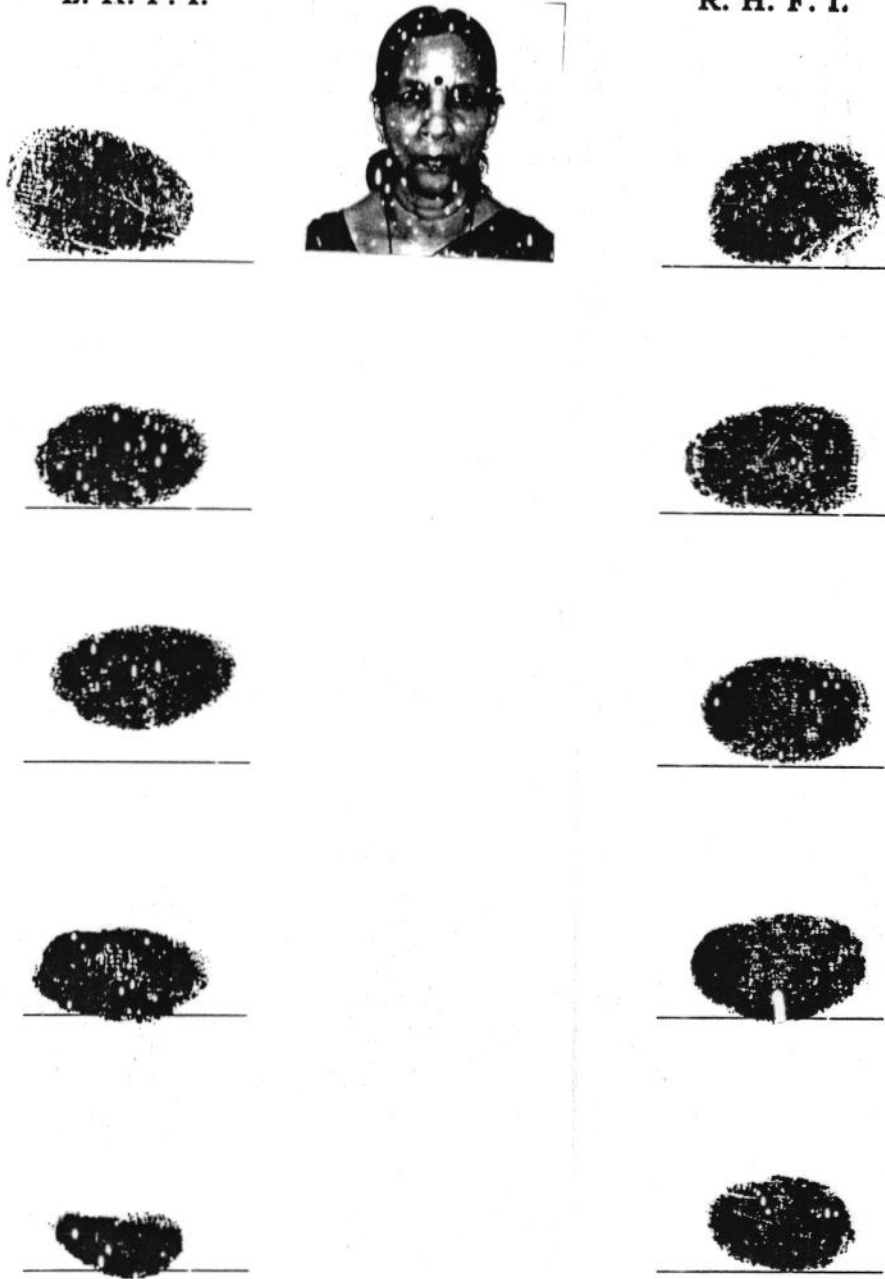
*x Blasi*

Vendor No. (9), Smt. NANDITA VASUDEV KHOT

Mrs. N.V. Khot

L. H. F. I.

R. H. F. I.



Contd...30

> Masandale  
> Bandekar  
> Urmila.V.mhapsekar  
> G.C.Gaundalkar

> Mrs. N.V. Khot  
> Chok  
> M.N.B.Mahajan  
> Blasi  
> Manjari

Vendor No. (10), Shri. VASUDEV VASANT KHOT

*On*

L. H. F. I.



R. H. F. I.



- x *M/S. Sande*
- x *Banalekar*
- x *Urmila. V. Mhapsekar*
- x *G. Gaundalkar*

- Contd...31
- x *M/S. V. V. Khot*
  - x *On*
  - x *M/S. B. Mahajan*
  - x *Bhargava*
  - x *Alain*

Vendor No. (11) Smt. NEELA BHALCHANDRA

MAHAJAN  
M.N.B. Mahajan

L. H. F. I.



R. H. F. I.



Contd...32

x *M. S. Gaudil*

x Mrs. N. V. Khot

x *Bondelkar*

x *Ch...*

x *Urmila. U. Mhapsekar*

x *M.N.B. Mahajan*

x *[Signature]*

x *G. C. Gaudilkar*

x *[Signature]*

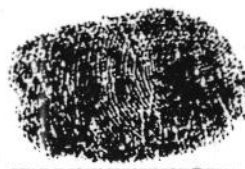
Vendor No. (12) Shri. BHALCHANDRA BALKRISHNA  
MAHAJAN,



L. H. F. I.



R. H. F. I.



Contd...33

- x *Ganesh*
- x *Banlal*
- x *Vrnila. U. Mhapsekar*
- x *G.C. Gaurdalga*

- x *Mrs. N.V. Khot*
- x *Amal*
- x *M.B.N.B. Mahajan*

x *Elasi*

x *Bhalchandra*

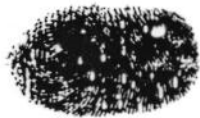


SIGNED AND DELIVERED  
by the withinnamed "DEVELOPERS"  
*Aslasi*  
FALARI REAL ESTATES,  
represented by its sole proprietor  
Smt. VAISHALI S. FALARI

L. H. F. I.



R. H. F. I.



Contd...34

- > *Uyasa Dule*
- > *Bondelkar*
- > *Urmila. V. Mhapsekar*
- > *G. C. Gaundalkar*

> Mrs. N. V. Khot

> *Chit*

> *M. N. B. Mahajan*

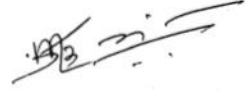
> *M. C. Zia*

> *Aslasi*



In the presence of:

1) Shri SIDDESH B. MAHAJAN



2) Shri SANDEEP H. FALARI



x W. S. Gaundalkar

> Ms. N. V. Khot

> B. S. Gaundalkar

> Amr

> Urmila. V. Mhapsekar

> Mrs N. B. Mahajan

> G. C. Gaundalkar

> B. S. Gaundalkar

x Shri





Office of Sub-Registrar Bardez

Government of Goa

Date & Time : 05-01-2009 03:17:14 PM

Document Serial Number : 44

Presented at 02:30:00 PM on 05-01-2009 in the office of the Sub-Registrar Bardez along with fees paid as follows

Sr. No.	Description	Rs. Ps
1	Registration Fee	50.00
2	Processing Fees	380.00
	Total :	430.00

Stamp Duty Required: 37100.00

Stamp Duty Paid: 40000.00

By Vishal S. Falari presenter

Name	Photo	Thumb Impression	Signature
Vishal S. Falari, W/o Sandeeb Falari, Married, Indian, age 37 Buss. Business, r/o 111, Dattawadi, Mapusa, Bardez-Goa Proprietor of Falari Real Estates, Mapusa			

Endorsements

Execution:

Laxman Venkatesh Bandekar, S/o Late Venkatesh L. Bandekar, Married, Indian, age 70  
Buss. Business, r/o Om, Plot No. 18/A, Shantiban Co-op. Hsg. Sty., Nr. Mahatma Sty., Kothrud, Pune-411004 For  
himself as Vendor No.1 & POA holder for the Vendor No's. 3 to 6. through POA dated 25/03/2008 executed  
before the Notary, S.r.l. Borse, Pune

Photo	Thumb Impression	Signature

1. Umila Umesh Mhapsekar, W/o Umesh Mhapsekar, Married, Indian, age 40 Years, House Wife, r/o flat No.1/102, Mahesh Bhuvan Co.op. Hsg. sty. Plot No.45, 2nd Rd., Pandurang Wadi Goregaon (East), Mumbai-63 POA holder for the Vendor No.7 through POA dated 16/12/2008, executed before the Notary, D.B. Parab, Mumbai

Photo	Thumb Impression	Signature
		<i>Umila U. Mhapsekar</i>



2. Govind Chandrakant Gaundalkar, S/o Chandrakant C. Gaundalkar, Married Indian, age 31 years Business, r/o 2/C/515, Dhiraj Valley, Sai Baba Complex, Goregaon (East), Mumbai-400063 POA holder for the Vendor No.8 through POA dated 16/12/2008, executed before the Notary, D.B. Parab, Mumbai

Photo	Thumb Impression	Signature
		<i>G.C. Gaundalkar</i>



3. Rutha Laxman Bandekar, D/o Late Purshottam Phondke, Married, Indian, age 66 Years, House-Wife, r/o Om Plot No. 38/A, Shantiban Co.op. Hsg. Sty., Nr. Mahatma Sty., Kothrud, Pune-79

Photo	Thumb Impression	Signature
		<i>Bandekar</i>

4. Nandita Vasudev Khot, D/o Venkatesh Bandekar, Married, Indian, age 66 Years, House-Wife, r/o 35, Hindu Friends Sty., Natwar Nagar, Rd. No.4, Plot No.19 Jogeshwari (East), Mumbai-400061

Photo	Thumb Impression	Signature
		<i>Mrs. Nandita V. Khot</i>

5. Vasudev Vasant Khot, S/o Late Vasant Khot, Married, Indian, age 68 Years, Retired, r/o 35, Hindu Friends Sty., Natwar Nagar, Rd. No.4, Plot No.19 Jogeshwari (East), Mumbai-400061

Photo	Thumb Impression	Signature
		



Neela Bhalchandra Mahajan, D/o Late Venkatesh Bandekar, Married, Indian, age 61 Years, Housewife, r/o B-4, Cozy Apts., 1st Floor, Kate, Baina, Vasco da Gama, Mormugao Goa-403802

Photo	Thumb Impression	Signature
		<i>Ms Neela B Mahajan</i>

Bhalchandra Balkrishna Mahajan, S/o Late Bakrishna Mahajan, Married, Indian, age 69 years, Retired, r/o B-4, Cozy Apts., 1st Floor, Kate, Baina, Vasco da Gama, Mormugao-Goa-403802

Photo	Thumb Impression	Signature
		<i>Balkrishna</i>

Varshal S. Falari, W/o Sandeep H. Falari, Married, Indian, age 37 Years, Business, r/o 111, Dattawadi, Mapusa, Bardez Goa Proprietor of Falari Real Estates, Mapusa

Photo	Thumb Impression	Signature
		<i>Varshal</i>

Identification:

Witness Details

Sandeep H. Falari S/o Hari N. Falari, Married, Indian, age 43 years, Architect, r/o H.No. 111, Dattawadi, Mapusa, Bardez-Goa  
 Vinesh B. Mahajan S/o Bhalchandra B. Mahajan, Married, Indian, age 37 years, Service, r/o B-4, Cozy Apts., Baina, Vasco-da-Gama, Mormugao Goa

Signature

*Sandeep H. Falari*  
*Vinesh B. Mahajan*

Sub-Registrar

Scanned By

Signature

Designed and Developed by C. DAC, ACTS, Pune





Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 12-01-2009 04:02:31 PM

Document Serial Number : 44

Presented at 02:30:00 PM on 05-01-2009 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	50.00
2	Processing Fees	380.00
	<b>Total :</b>	430.00


Stamp Duty Required: 37100.00

Stamp Duty Paid: 40000.00

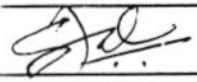
Endorsements

Executant

1 . Vasudev Vasant Khot, S/o Late Vasant Khot, Married, Indian, age 68 Years, Retired, r/o35, Hindu Friends Sty., Natwar Nagar, Rd. No.4, Plot No.19, Jogeshwari (East), Mumbai-400061

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Sandeep H. Falari , S/o Hari N. Falari, Married, Indian, age 43 Years, Architect, r/o H.No.111, Dattawadi, Mapusa, Bardez-Goa	
2	Siddhesh B. Mahajan , S/o Bhalchandra B. Mahajan, Married, Indian, age 32 Years, Service, r/o B-4, Cozy Apts., Baina, Vasco-da-Gama, Mormugao-Goa	

Sub-Registrar

SUB-REGISTRAR  
BARDEZ

Book-1 Document  
Registration Number BRZ-BK1-00139-2009  
CD Number BRZD17 on  
Date 12-01-2009

  
Sub-Registrar (Bardez )

**SUB - REGISTRAR**  
**BARDEZ**

Scanned By:- *Panvela*  
*Amurvela*

Signature:-

Designed and Developed by C-DAC, ACTS, Pune



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