

bearing H. No. 269 in the Panchayat records and said part forming an independent and separate property and bounded

On the East : - By a Road of six meters width;

On the West : - By Property Agostinho Collaco,

On the North : - By Plot No. 3 sold to Ganesh V.

Shirodcar; and

On the South : - By Plot No. 1 sold to Sebastiao

Travasso Crasto

And presently as per survey records bounded

On the East : - By Road.

On the West : - By property surveyed under No. 3/8;

On the North : - By property surveyed under No. 3/15; and

On the South : - By property surveyed under No. 3/16.

The above portion of land i.e. Plot No. 2 of the said entire property is hereinafter referred to as the "Said Plot".

Samb
Sais A.K.A. V. Dechfandee
AmB



AND WHEREAS VENDOR/ OWNER have acquired right in the said plot No. 2 by virtue of Deed of Sale dated 14/06/2004 duly registered under Registered No. 2307, at Pages 457 to 476, Book No. I, Volume No. 1657, dated 18/06/2004 Sub-Registrar office of Salcete, at Margao.



AND WHEREAS the DEVELOPER is desirous of developing the subject land by constructing thereon a multi-storied building, and has approached the OWNERS for the development of the subject land, at his/ their own costs and expenses;

AND WHEREAS, the OWNERS have agreed to allow the DEVELOPER to go ahead with the development of the subject land by constructing multi-storied building thereon, on the terms and conditions mentioned hereinafter.

AND WHEREAS, the Parties hereto are reducing in writing their Agreement in detail in respect thereof, hereunder.

Sd/- Sais Adva. V. Deshpande
Sais

NOW THIS AGREEMENT WITNESSES AS UNDER:



1. The OWNERS do hereby permit the DEVELOPER to develop the subject land and undertake the construction of the building therein and sell the built-up areas to the prospective purchase.
2. That the consideration of the said agreement for the purpose of registration is calculated at Rs 5600/- per sq mtr. that the total area is 576 sq.mtrs and hence necessary stamp duty is paid herewith.
3. That the DEVELOPER having agreed to give in exchange to the OWNERS, the built-up areas/premises in the building proposed to be constructed in the subject land, as detailed in the SCHEDULE-III hereunder written, to be constructed as per the specifications given in the SCHEDULE-IV hereunder written.
4. For the purpose of such development, the DEVELOPER shall obtain all the required permissions and licenses from all the concerned authorities, all at his own costs and expenses without any liability towards the OWNERS for payment of such expenses.

Sun Said Adve. V. Deshpande
Alpha

5. To enable the DEVELOPER to obtain such permissions and licenses, the OWNERS shall execute necessary Power of Attorney authorizing the DEVELOPER to sign and plans, affidavits, undertakings, declarations, NOC from Town & Country Planning Department, apply for Construction License from Village Panchayat Doharlim apply for electricity and water connections, represent before the Health Department, Forest Department, Survey Department, Municipality/village Panchayat, Town & Country Planning Department, Electricity and Water Departments etc.

6. That necessary permission with respect to conversion sanad NOC from Town & Country Planning Department, Construction License from Village Panchayat Doharlim with respect to the Development is obtained by the OWNER, in case, needed the developer is free to revised the same at his wish.

7. That the entire construction of the said building will be at the cost of the DEVELOPER and shall be completed by the DEVELOPER as per the



Sure Sai's Alka. V. Deshpande

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specification and plans approved by the concerned authorities and Town and Country Planning authorities, within a period of 20 months from the date of registration of this agreement. All fees, charges, costs including, architect fees, R.C.C. consultant fees and all the secondary expenditure pertaining with project shall be borne and paid by the DEVELOPER.



8. That on consideration of the OWNERS having allowed the DEVELOPER to Construct the Commercial cum Residential Complex/Building in the said plot with consent to the DEVELOPER to sell the constructed premises in the said building to the prospective purchasers of the DEVELOPER, the DEVELOPER hereby agreed to construct and give in exchange to the OWNERS the premises i.e. residential and commercial in the said building as detailed in SCHEDULE-III hereto. Consequently, the DEVELOPER shall be free to sell the built-up areas/premises excluding the premises mentioned in the SCHEDULE-III hereto, to his prospective purchasers at the price that may be decided by the DEVELOPER and receive and appropriate such price consideration unto himself.

Sd/- Smt. Sais Alva. V. Dechande
Sais



9. The DEVELOPER, his contractors and labourers shall freely work on the said plot on which building is proposed to be constructed for the purpose of performance of this Agreement.
10. The OWNERS shall be entitled to name the project of their own choice without any recourse to the DEVELOPER.
11. The DEVELOPER may at any time hereinafter enter into the agreement for sale of the built-up areas/premises in the building proposed to be constructed in the said plot, excluding the premises mentioned in the SCHEDULE-III hereto.
12. The OWNERS have not entered into any agreement and shall not enter into any such agreement with or in favour of any persons with respect to the said plot in respect of which the present indenture is executed.
13. The OWNERS shall be free to dispose of their respective allotment of premises mentioned in SCHEDULE-III hereto, to any party of their

Sd/-

Alka. V. Deshpande

Alka

choice and accordingly the OWNERS shall be at liberty to enter into any agreement for sale, rent, lease, gift or any other manner they deem, fit and proper of the respective premises in the proposed building reserved for them in SCHEDULE-III.



14. That it is the condition precedent of this agreement that DEVELOPER shall complete entire construction of the said building as per the approved plan within the time stipulated above, i.e. within a period of 20 months from the date of registration of this agreement. In case the DEVELOPER fails to complete the entire construction of the said building within stipulated time, then the DEVELOPER shall be liable to pay the OWNERS, jointly, a sum of Rs. 10,000/- for delay of per month and such amount shall be paid in the hands of member No. 1 (more particularly explained herein under) of the OWNERS by the DEVELOPER before putting any intended purchasers in possession of the premises sold by the DEVELOPER. If the delay is due to reasons

Smt. Baij Alka. v. Deshpande
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beyond control of the DEVELOPER such as force Magueire, act of god, ban from Government and / or Semi Government agencies, delay in obtaining Completion and / or Occupancy Certificate, delay in obtaining, Electricity and Water connections, objections or complaints from the locals etc. the DEVELOPER shall not be liable to pay such amounts as stated in his clause to the OWNERS.

15. It is agreed that in case the said work is not completed within the stipulated period, on account of;

- a) Non-availability of Steel, Cement or other building material;
- b) War, armed rebellion or natural calamity due to which the construction could not be taken up;
- c) Any notice order, rule, notification of the government and/or any other public or competent authority and/or any judicial authority, due to which approval/work has to be stopped and on account of any agitation /movement by the villagers or by NGO and/or due to any stoppage of work

Sun *Bois* Alka. V. Deshpande

Alka

ordered by any statutory authority, the said work cannot be completed and/or is held up during the said period despite efforts made by the president and/or the DEVELOPER .The DEVELOPER Shall be given an additional period of time equivalent to the time for which work could not be carried out due to the above stated reasons.

It is agreed by the DEVELOPER that in case he fails to complete the said work Mentioned above in this agreement (i.e. within 20 months) same shall be extended for further Six months the DEVELOPER shall be liable to pay to the OWNERS an additional sum of Rupees 10,000/- (Rupees Ten Thousand Only) per month for such delay as damages. in case of further delay the time shall be extended for further six month and the DEVELOPER shall pay sum of Rs 15000/- for such delay . that in total the extended time is 12 months.

That the OWNERS Shall be at liberty to revoke, Cancel, rescind or terminate the said agreement if the DEVELOPER breaches any of the conditions stated in this agreement or fails to complete the said Construction within the prescribed time or the additional extended time as specified above upon



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Alka. V. Deshpande



the payment of the cost and expenditure incurred by the DEVELOPER on the said project by the OWNER to the DEVELOPER including the interest at the rate of 18% on the said expenditure and cost of the project from the date of this agreement .

16. Although the DEVELOPER is allowed to enter into agreement for sale with his prospective purchasers, no such purchaser shall be put in possession of any premises unless the occupancy certificate is received by the DEVELOPER for the entire building or part thereof as the case may be and before the possession of the premises mentioned in the SCHEDULE-III hereto is first handed over to the OWNERS.

17. It is understood that all the dues payable to the Government such as Income Tax, Sales Tax, Royalty as any other levy relating to or arising from allotted part of share of owner, the same shall be borne by the OWNERS. Similarly, any liability arising from / relating to the construction shall be exclusively settled by the DEVELOPER.

Sd/- *Beed* *Alka. V. Deshpande*
AMB



18. In case the OWNERS suffers any loss or is forced to pay any compensation or to defend any suit in relation with the liabilities, on account of any fault of the DEVELOPER, then, in such an event, the DEVELOPER shall suitably compensate the OWNERS.

19. In case it is decided to form up a Co-operative Housing Society or other legal entity of the buyers of premises in the building proposed to be constructed in the subject land, the OWNERS agree to join as members of the said Society or entity along with the other buyers of the remaining premises of the proposed building with whom the DEVELOPER may deal with.

20. As and when called upon by the DEVELOPER for the purpose of execution and registration of the sale deeds of premises and rights in the subject land in favour of the prospective buyers or in favour of the Society or entity, the OWNERS shall complete all and any other legal requirements which may be required for the purpose including

Sun Saij Alka . V. Deshpande
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deeds of successive Power of Attorney, authorizing the DEVELOPER to execute such Sale Deeds with the prospective purchaser.

21. The OWNERS declare that they have good and marketable title to the subject land and undertake to reduce the said title free from any encumbrances, claim or demands and undertake, at their own cost, to clear all encumbrances, or legal impediments for the transaction in terms of the laws in force and otherwise undertake to keep the DEVELOPER safe and indemnified on account of any defect in the title of the OWNERS. The OWNERS declare that there are no person employed for which and ward purposes. The OWNERS further declare that till date there is no notice, notification or proposal or move by the Government or other authority for acquisition, requisition of any public, purposes, in respect of the subject land. and that in the event of any acquisition for the road widening the OWNERS are entitled of the compensation granted by the Government and that the DEVELOPER shall not have any claim over the said compensation of the

Sent Said

Alka. V. Deshpande

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acquisition of the land by the Government for road widening similarly the Owner shall not object or claim right to the staircase, passages, open terraces etc.

22. The DEVELOPER may approach Banks or any other financial Institution to obtain loan for their proposed construction in the subject land without in any manner affecting rights of the OWNERS to the respective premises reserved for the OWNERS as per SCHEDULE-III hereinabove written, and DEVELOPER shall not mortgage the proportionate share in the subject land or create any third party interest with respect to the premises reserved for the OWNERS in SCHEDULE-III.

23. The DEVELOPER shall be entitled to put up the sign boards or such other boards in the subject land announcing his scheme in the manner the OWNERS deems, fit and proper, subject to the DEVELOPER obtaining necessary permission from the concerned authorities for exhibiting such sign boards.

Smt. Baij Alka . V. Deshpande

24. The possession of subject land is handed over by the OWNERS to the DEVELOPER. The DEVELOPER shall be entitled to level the subject land and make preparatory arrangements of construction in the subject land by the time necessary approvals are obtained.

25. Either party is entitled for specific performance of this contract.

26. After completion of construction of the premises mentioned in the SCHEDULE-III hereto, the DEVELOPER shall inform the OWNERS about its completion and handover the possession of the same to the OWNERS by taking occupancy certificate from concern authority. All the costs, charges, expenses, stamp duty, registration expenses etc. for transfer of said premises to the OWNERS, shall be borne and paid by the OWNERS in the hand of DEVELOPER.

27. That the DEVELOPER shall handover the occupancy within 15 days of its receipt and that the OWNER shall pay an amount of Rs 1,50,000/- per appt/flat i.e. total amount of Rs 3,00,000/- within fifteen days toward he maintenance of the said lift,



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Atka. V. Deshpande



staircase, common toilet, electricity bill etc. which shall be strictly for a period of three years only.

28. In case of any loss, damages, disability suffered by any person employed by the DEVELOPER on the proposed construction, the OWNERS shall not be liable for any such complaint, either under Workmen Compensation Act or any other law for damages or compensation.

29. In the event of any dispute or difference or questions arising between the parties hereto, or between any of them and the successors-in-title and / or heirs and / or legal representatives of the other or others, arising out of and / or in consequence of and / or concerning and / or howsoever touching this Agreement and / or the spirit thereof, or any of the terms, clauses or things herein contained, or as to the rights, duties and liabilities of the parties hereto under these presents, whether during the continuance of this agreement or after, then, the same shall be referred to the Arbitration of one person to be nominated and agreed by both the parties. Such Arbitrator shall save and except to the extent as hereinafter

—Siva Bai Alka. V. Deshpande
Dy. M.

provided be governed by the provisions of the Arbitration & Conciliation Act, 1996, and any statutory modification thereto or re-enactment thereon for the time being in force. In the event any such dispute, arises prior to possession of the premises being handed over to the OWNERS, the DEVELOPER shall be entitled to withhold such delivery until the dispute is resolved by Arbitrator or by Court and the DEVELOPER shall not be liable in any manner for withholding such delivery and project completion.

30. This Deed is executed in duplicate, the original of this agreement shall be retained by the DEVELOPER while the OWNERS shall retain the duplicate.

31. that the owner shall be free to enter the premises agreed to be constructed more particularly described in SCHEDULE-III below and inspect the same and point out the defect if any and get the same rectified from the developer.

Sar Baj

Alta V. Deshpande





SCHEDULE - I

(Description of the said property)

ALL THAT landed property known as "CUTOBONA PEDRO MAINATO" (5046.40/9046 of the second addition), situated at Davorlim within the area of Village Panchayat of Davorlim, Taluka and Sub- District of Salcete, District of South Goa and State of Goa, not registered in the Land Registration Office of Salcete but enrolled in the Land Revenue Office of Salcete under Matriz No. 64 and bounded

On the East : - by reserved road of six meters wide;

On the West : - by property of Agostinho Collaco;

On the North : - by property Auciliana Graca Vas presently held by Chandrasen Bicu Verlecar and others; and

On the South : - by a public Road.

Saw Said *Alla. V. Deshpande*
Alk

SCHEDULE -III

(Description of the said shops and flats to be constructed on joint ownership for the OWNERS)

ALL THOSE two premises of Shops, identified as SHOP NO. 2 admeasuring an area 27.65 square meters and SHOP NO. 3 admeasuring an area 23.66 sq.mts of super built-up area alongwith stilt parking as shown in plan and all situated on the ground floor of the building to be constructed in the subject land described in the SCHEDULE-II hereinabove written.

And Flat APT 4 on Second Floor admeasuring an area 106.54 sq.mts and Flat APT 3 on First Floor admeasuring an area 102.37 as per technical clearance order of town and country planning under no TPM/27990/CONST/DAVOR/3/15A/17/439 dated 8/11/17.

Layout of the above described shops and appt/flats are shown marked in red colour lines in the PLAN -I as per technical clearance order of town and country planning under no. TPM/27990/CONST/DAVOR/3/15A/17/439 date 8/11/17 annexed to this Agreement and forming part hereof, and to be constructed as per the Specifications given in the SCHEDULE-IV hereunder written.

— Swarn Singh Arora, V. Deshpande
Aptk





SCHEDULE-IV

(Specification for the said shops & Flats)

BUILDING SPECIFICATIONS:

I. STRUCTURE : RCC framed structure as per the design approved by the Municipality.

II. WALLS.: Brick-laterite or concrete block masonry in cement mortar.

III. DOORS & WINDOWS: The main door frames with shutter would be of wooden and size frame would be 4' * 2 1/2 ' and the doors shall be flash doors. The main door shall be of wooden. All doors shall have mild street shodised hinges aluminum tower bolts and door stoppers. The doors shall be painted in 2 coats of oil paint. All the windows shall be of aluminum with thick glass. The shops on the ground floor shall be provided with 199 mm rolling shutters.

— *Sure Said*

Atta. V. Deshpande



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IV. PLASTER & PAINT : All external surface of the building will be plastered with two coats of cement mortar and finished with cement paint. External walls and ceiling will be plastered with one coat of cement mortar and finished with neeru and white wash. Internal painting will be done with oil bound distemper.

V. FLOORING.: All flooring will have 12" * 12" of white/grey cement ceramic tiles of Rs.200/- per square meter.

VI. TOILETS: Toilet blocks shall consist of Indian/western commodo, wash basis of size of 18" * 12" and shower. All toilets and baths will have 8" * 8" bath ceramics tiles for flooring and glazed tiles for dado. Dado in toilet and bath to be height of 2.00 meters.

VII. KITCHEN : Kitchen to be provided with RCC platform finished with cement mortar and 1 1/2 " direct khadappa shall be provided to the kitchen platform. Kitchen platform dado to be provided upto height of 30 cms. With glazed tiles in white colour of standard quality.


Suz Baiś Alka. V. Deshpande




VIII. ELECTRICAL: All wiring shall be of P.V.C. counseled casing type in best quality cables, wiring paints to be provided are as follows:

SHOPS : 2 light points, 1 fan points, 1 extra point.

TOILET : One light point.

PLUMBING & : Rain drainage to be A. C. down take plumbing main and

DRAINAGE: distribution to be SWR or PVS pipes, building to be provided common tank for toilet .

IN WITNESS WHEREOF the parties hereto have signed this Deed, at Margao, Goa on the day, month and the year first hereinabove mentioned.

— *Sunil Bai Alkar* . *V. Deshpande*
Alkar



SIGNED, EXECUTED AND DELIVERED
BY THE WITHINNAMED "OWNERS"
PARTY OF THE
FIRST PART.



Alka.

1. MRS. ALKA VITHAL DESHPANDE @
VIDHYA VITHAL

In the presence of... Alisa, v. Deshpande

Little finger	Ring finger	Middle finger	Index finger	Thumb

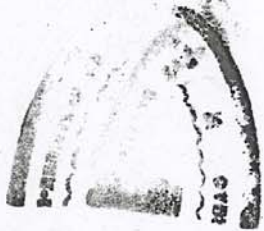
LEFT HAND FINGER PRINT IMPRESSION OF MRS.
ALKA VITHAL DESHPANDE @ VIDHYA VITHAL

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF MRS.
ALKA VITHAL DESHPANDE @ VIDHYA VITHAL

Alisa, v. Deshpande — Same Sir

Alka



SIGNED, EXECUTED AND DELIVERED
BY THE WITHINNAMED "OWNERS"
PARTY OF THE
FIRST PART.



2. MR. VITHAL G. DESHPANDE

In the presence of... *Alka*

Thumb	Index finger	Middle finger	Ring finger	Little finger

LEFT HAND FINGER PRINT IMPRESSION OF MR.

VITHAL G. DESHPANDE

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF MR.

VITHAL G. DESHPANDE

Alka . V. Deshpande *Seem Sai*
Alka

SIGNED, EXECUTED AND DELIVERED
BY THE WITHINNAMED 'DEVELOPER'
PARTY OF THE
FIRST PART.



1. Mr. PRADEEPCHAND SAIL

In the presence of... *Sail*

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr.

PRADEEPCHAND SAIL

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr.

PRADEEPCHAND SAIL

Sure Bai *Ajay V. Deshpande*
Ajay



SIGNED, EXECUTED AND DELIVERED
BY THE WITHINNAMED "DEVELOPER"
PARTY OF THE
FIRST PART.



2. SMT. PRACHITI SAIL

In the presence of..... *Sail*

Thumb	Index finger	Middle finger	Ring finger	Little finger

LEFT HAND FINGER PRINT IMPRESSION OF SMT.
PRACHITI SAIL

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF SMT.
PRACHITI SAIL

Sail

Sail

Atta - V. Deshpande

Atta



WITNESSES

Nandkumar V. Kholkar

[Signature]

1. H.No: 495, Maharaj Khar, Concepcion. Goa.

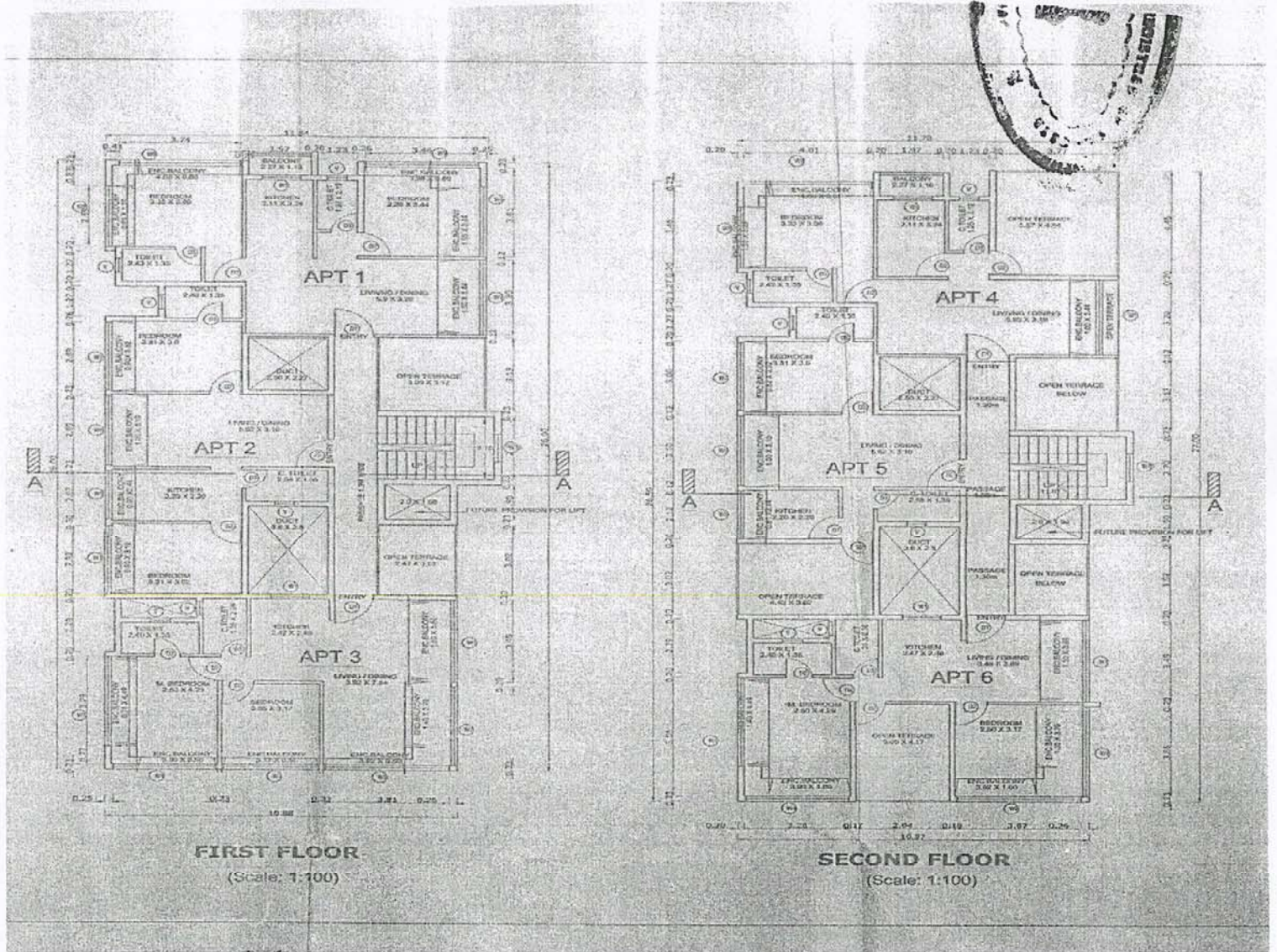
Gaurish B. Rane

H.No. 1-399, Ramdani H.B.Colon Navchin Sale C

[Signature]

2. _____

[Signature] Savitri Bai Atkar V. Deshpande
[Signature]



Seetha Sai *Asha. V. Deshpande* *Rishi*

REG_1_51821_7



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 28-11-2017 01:07:27 PM

Document Serial Number : 5604

Presented at 12:44:00 PM on 28-11-2017 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	64520.00
2	Processing Fees	480.00
	Total :	65000.00

Stamp Duty Required: 93543.00 Stamp Duty Paid: 100000.00

Pradeepchand Sail presenter

Name	Photo	Thumb Impression	Signature
Pradeepchand Sail, s/o Prakash D Sail, Married, Indian, age 40 Years, Business, r/o Ghotmarod Kakoda Goa As partner of Lotus Developer having its office at Flat no. T-3 Diamond Building Fatorda Margao Goa			

Endorsements

Executant

1 . Alka Vitthal Deshpande @ Vidhya Vitthal, w/o Vitthal Deshpande, Married, Indian, age 53 Years, House-Wife, r/o H No. 49/A-1 Tolleaband Davorlim Salcete Goa

Photo	Thumb Impression	Signature
		<i>Alka V. Deshpande</i>

2 . Vitthal G Deshpande, s/o Govind Vassudev Deshpande, Married, Indian, age 57 Years, Business, r/o H No. 49/A-1 Tolleaband Davorlim Salcete Goa

Photo	Thumb Impression	Signature

3 . Pradeepchand Sail, s/o Prakash D Sail, Married, Indian, age 40 Years, Business, r/o Ghotmarod Kakoda Goa
As partner of Lotus Developer having its office at Flat no. T-3 Diamond Building Fatorda Margao Goa



Photo	Thumb Impression	Signature
		



4 Prachiti Sail, w/o Pradeepchand Sail, Married, Indian, age 36 Years, House-Wife, r/o Ghotmarod Kakoda
Goa As partner of Lotus Developer having its office at Flat no. T-3 Diamond Building Fatorda Margao Goa

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Gaurish Rane , s/o Baburao Rane, UnMarried, Indian, age 32 Years, Business, r/o Margao Goa	
2	Nandkumar Kholkar , s/o Vishram Kholkar, Married, Indian, age 39 Years, Business, r/o Canacona Goa	

Sub-Registrar

SEAL REGISTRAR
— CUM —
SUB-REGISTRAR
MARGAO

Book-1 Document
Registration Number MGO-BK1-05453-2017
CD Number MGOD118 on
Date 28-11-2017

Sub-Registrar (Salcete/Margao)

CIVIL REGISTRAR
— CUM —
SUB-REGISTRAR
SALCETE

Scanned By:-
Srinivas

Signature:-
[Signature]

Designed and Developed by C-DAC, ACTS, Pune





गोवा GOA

Sr No. 1293 Value of stamp paper 25,000/- 16/11/12 083506

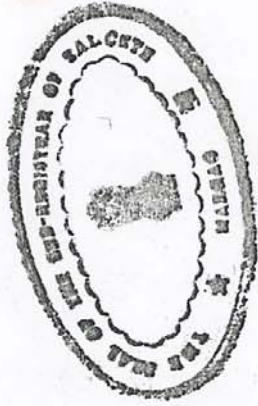
Name of the Purchaser Lotus Developers

Residing at Margao - Goa.

[Signature]
Signature of Vendor
Megha S. Raut
KAMAKSHI STRINGS
Kandla Apts., Corimbatore
LIC. NO. JUBILEE/LIC/2006/24

[Signature]
Signature of Purchaser

[Handwritten] 16/11/12



AGREEMENT FOR
CONSTRUCTION/DEVELOPMENT & SALE

[Signature] Atka . v. Deshpande
[Signature]



गोंवा GOA

Sr. No. 1293 Place of issue: Goa, Date of issue: 16/11/11

Value of Stamp Paper is: 25000/- 083508

Name of the purchaser: Lotus Developers

Residing at: Margao - Goa.



Signature of Shri

Mangla S. Rairol
KAMAKSHI STORES
Kanta Apts., Curchem, Goa
LIC. NO.: JUDVEN-211433040-1

Sant
Signature of Purchaser

-3-

BETWEEN

Sant Rais Alka. V. Deshpande

Sant

2. **MR. VITHAL G. DESHPANDE**, son of Govind Vassudev Deshpande, aged about 57 years, Indian National, occupation Businessman, holding Income Tax PAN Card No. AGJPD2411R, Aadhaar Card No. 373779827408 both residing at H. No. 49/A-1, Tolleaband, Davotlim, Salcete- Goa; hereinafter collectively referred to as “the **OWNERS**” (which expression, unless repugnant or contrary to the meaning or context thereof, shall mean and include all their heirs, successors, legal representatives, administrators, executors and assigns) **OF THE FIRST PART;**



AND

“**LOTUS DEVELOPER**, having office at Flat No T-3, Diamond Building Fatorda Margao Goa, Partnership Firm holding Income Tax PAN Card No. AAFFL5886L, represented by its partner,

1. **PRADEEPCHAND SAIL**, son of **PRAKASH D SAIL**, aged about 40 years, Indian National, Occupation Businessman, holding Income Tax PAN Card No. AYUPS4292C, married; and

Sd/- **Bais** *Alka. V. Deshpande*

2. **MR. VITHAL G. DESHPANDE**, son of Govind Vassudev Deshpande, aged about 57 years, Indian National, occupation Businessman, holding Income Tax PAN Card No. AGJPD2411R, Aadhaar Card No. 373779827408 both residing at H. No. 49/A-1, Tolleaband, Davorlim, Salcete- Goa; hereinafter collectively referred to as “the **OWNERS**” (which expression, unless repugnant or contrary to the meaning or context thereof, shall mean and include all their heirs, successors, legal representatives, administrators, executors and assigns) OF THE FIRST PART;



AND

“**LOTUS DEVELOPER**, having office at Flat No T-3, Diamond Building Fatorda Margao Goa, Partnership Firm holding Income Tax PAN Card No. AAFFL5886L, represented by its partner,

1. **PRADEEPCHAND SAIL**, son of PRAKASH D SAIL, aged about 40 years, Indian National, Occupation Businessman, holding Income Tax PAN Card No. AYUPS4292C, married; and

Sd/- **Bais** *Alka. V. Deshpande*

2. **SMT. PRACHITI SAIL, W/o Pradeepchand Sail,** Age 36 years, married, housewife, holding Pan Card No. JBBPS4922Q, Aadhaar Card No. 933168479542 both residing at Ghotmatod Kakoda Goa, hereinafter referred to as "the DEVELOPER". (which expression, unless repugnant or contrary to the meaning or context thereof, shall mean and include all their heirs, successors, legal representatives, administrators, executors and assigns) OF THIS SECOND PART;



WHEREAS, there exists a landed property known as "CUTOBONA PEDRO MAINATO" (5046.40/9046 of the second addition) also known as "KUTUBONA", situated at Davorlim within the area of Village Panchayat of Davorlim, Taluka and Sub-District of Salcete, District of South Goa and State of Goa, not registered in the Land Registration Office of Salcete but enrolled in the Land Revenue Office of Salcete under Matriz No. 64 and bounded

On the East :- by reserved road of six meters wide,

On the West :- by property of Agostinho Collaco,

Smt. Beis Anna. V. Deshpande

On the North : - by property Auciliana Graca Vas
presently held by Chandrasen Bicu
Verlecar and others; and



On the South : - by a public Road.

This property is hereinafter referred to as the "entire property".

AND WHEREAS Mr. Joaquim Miranda and his wife Mrs. Lourenca Viegas who were owners and possessors of the said entire property, disannexed a part of the said entire property, marked as Plot No. 2 and by Sale Deed dt. 25th April 1975 registered in the Office of the Sub-Registrar of Salcete under No. 534 at pages 386 to 391 of Book No. I, Vol. 139 dt. 17/6/1975 sold the said part to the Mr. Milagres Caetano Fernandes.

AND WHEREAS the said part of the said entire property, namely Plot No. 2 is independently surveyed under No. 3, Sub Division 15-A of Davorlim village under Name "KUTUBONA", having an area of 576.00 Sq.mts, wherein there exists an old house

Saw Saib Auka. V. Deschande
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