



गोवा GOA

13117 *Margao* 8/08/13
 Name of Purchaser ... *Siddhant Desai*
 Name of Father ... *Margao*
 Transaction Parties ...

107258

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 Signature of Vendor



AGREEMENT FOR SALE CUM DEVELOPMENT

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This Agreement for Development cum Sale is made and executed at Margao, Goa, on this 12th day of the month of August in the year two thousand and thirteen (12.08.2013).

- BETWEEN -

1. **SMT. KIRAN VISHWANATH SANVORDEKAR**, daughter of **SHRI. MADHUKAR Y. MORDEKAR**, aged 55 years, Indian National, having PAN Card No. AGSPS9628L, and her husband,
2. **SHRI. VISHWANATH MAHADEV SANVORDEKAR**, son of late **SHRI. MAHADEV P. SANVORDEKAR**, aged 59 years, Indian National, having PAN Card No. AGLPS4407Q, both resident of "MUKTAYEE", Bagwada, Sanvordem, Taluka Sanguem – Goa, and shall herein after collectively be referred to as the **OWNERS** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include all their legal heirs, successors, administrators, executors and assigns) of the **FIRST PART**.

- AND -

3. **M/S. LOTUS HOUSING AND DEVELOPMENT PVT. LTD.**, a Private Limited Company incorporated under Companies Act 1956, having PAN CARD NO. AABCL5302L, having its registered office at 108/109, Madhav Chambers, 1st floor, Malbhat, Margao, Goa, herein represented by its Director **MR. SIDDHARTH** alias **GAJANAN MADHAV REVANKAR**, son of Late **SHRI. MADHAV REVANKAR**, aged about 41 years, Indian National, married, businessman, residents of house No.773, Near Yashodhan Hospital, Aquem, Margao, Goa, vide its Board Resolution dated th July, 2013, and shall herein after be referred to as the "**DEVELOPER / PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to



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mean and include all his legal heirs, successors, administrators, executors and assigns) of the **SECOND PART**.

WHEREAS the **OWNERS** have declared and covenanted unto the **DEVELOPER / PURCHASER** as follows:

- (a) That they have an absolute right to dispose and / or sell the said property and / or deal with it in any manner whatsoever along with some other legal heirs of late Smt. Satiabama Mordekar,
- (b) That there is no legal bar or impediment for this transaction and that the said property is free from encumbrances, liens and / or charges,
- (c) That there are no tenants, no *Mundcars* and / or other building tenants or agricultural tenants and / or persons entrusted with Watch / Ward duties and / or any persons claiming agricultural tenancy and / or any other right whatsoever in, to and / or over the said property,
- (d) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices / Proceedings for Acquisition / Requisition had / has been received by and / or served upon the **OWNERS** in respect of the said property,
- (e) That neither the said property nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and / or Regulation and / or under any subsisting Order, Judgment and / or Decree of any Court of Law,
- (f) That neither the said property nor any part thereof is the subject matter of any civil suit, criminal complaint / case or any other action or proceeding in any court or forum,



Satiabama Mordekar

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- (g) That they are fully entitled to enter into this Agreement with the **DEVELOPER / PURCHASER** and that they have full right and authority to sign and execute the same along with some other legal heirs of late Smt. Satiabama Mordekar with whom the **DEVELOPER / PURCHASER** has already entered into separate Memorandum of Understanding(s),
- (h) That they have not agreed, committed or contracted or entered into any agreement for sale or lease or any other Agreement with third parties in respect of the said property, and,
- (i) That they have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever,

AND WHEREAS the **OWNERS** are the lawful co-owners and co-possessors along with some other legal heirs of late Smt. Satiabama Mordekar of all that property known as 'Aforamento' or 'Favorilem', situated in Ward Largo dos quarteis now known as Largo do Conselheiro Glahardo, of Village and Parish of Margao, described under No. 19697 of Book No. 50 in the Land Registration office of Judicial Division at Salcete, presently surveyed under Chalta No. 25, P. T. Sheet No. 216 of Book No. 19 of City Survey Margao, totally admeasuring 2692.00 Sq. Mts. and bounded on the East by plot of Comunidade, on the West by a separation edge of half soil of the property of the same name, reserved by Agostinho Jose da Oliveira Peasodo and wife, on the North by soil of the same name Mucunda Poioido and on the South by soil of the same name Sori or Choro. The same shall herein after be referred to as the **SAID PROPERTY** and more specifically described in **SCHEDULE 'A'** hereinafter appearing;

AND WHEREAS one of the legal heirs of the aforesaid property i.e. Shri. Arun Mordekar had filed / instituted an Inventory Proceeding in the

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Court of the Civil Judge Junior Division at Margao, being Inventory Proceeding No. 9/2003/F for the purpose of deciding and ascertaining the shares of all the co-owners in 1/4th of the said property upon the death of late Smt. Satiabamabai Mordekar;

AND WHEREAS upon determination of shares of all the co-owners, it was decided to hold an auction of the 1/4th share of the aforesaid property which forms the subject matter of the Inventory Proceeding No. 9/2003/F and sell the same to the highest bidder who would buy the 1/4th share of the entire property by depositing the Owelty money in the Court, which said Owelty money will be later withdrawn by all the co-owners according to their respective shares allotted to them and as per the Chart of Partition drawn by the Court;

AND WHEREAS due to paucity of funds, the **OWNERS** herein along with some other legal heirs of late Smt. Satiabamabai Mordekar with whom the **DEVELOPER / PURCHASER** has now entered into separate Memorandum of Understanding(s) had approached the **DEVELOPER / PURCHASER** herein to provide necessary funds for the purchase of the 1/4th share of the said entire property in auction that will be held in the said Inventory Proceedings;

AND WHEREAS in lieu of the aforesaid offer the **OWNERS** and the Director of the **DEVELOPER / PURCHASER** Mr. Sidharth alias Gajanan Madhav Revankar had entered into a Memorandum of Understanding dated 14th March, 2013 duly executed before the Notary Advocate Virendrakumar Dessai of Margao under registration No. 1433 dated 14th March, 2013 wherein it was been decided by the parties aforesaid that Mr. Sidharth alias Gajanan Madhav Revankar, Director of the **DEVELOPER / PURCHASER** shall pay a sum of Rs. 1,61,01,000/- (Rupees One Crore Sixty One Lakhs One Thousand Only) as owelty money for the purpose of depositing the same in the Court for



Satiabamabai Mordekar
V.m. *Sidharth*



purchasing the undivided 1/4th share of the entire property in the auction that shall be so held forming the subject matter of the afore said Inventory Proceedings.

AND WHEREAS it has also been represented by the **OWNERS** to the **DEVELOPER / PURCHASER** that they are entitled for 7.14% of the owelty money share in the 1/4th undivided share in the said property and in lieu of the afore said representations the **DEVELOPER / PURCHASER** had agreed to purchase the 1/4th undivided share of all the co-owners to the said property including that of the **OWNERS** herein.

AND WHEREAS the **DEVELOPER / PURCHASER** has already deposited a sum of Rs. 1,61,01,000/- (Rupees One Crore Sixty One Lakhs One Thousand Only) in the name of Shri. Vinayak Madhukar Mordekar in the Court of the Civil Judge Senior Division at Margao, in Inventory Proceedings bearing No.9/2003/F by crossed cheque bearing No. 141053 dated 30th April 2013 drawn on Punjab National Bank, Margao Branch at the instance of the **OWNERS** and some other legal heirs of late Smt. Satiambai Mordekar on 29th April, 2013 as the Owelty sum. It is clarified that the above stated sum includes the share of the **OWNERS**, amounting to Rs. 11,50,072/- (Rupees Eleven Lakhs Fifty Thousand & Seventy Two Only).

AND WHEREAS in the said Memorandum of Understanding dated 14th March, 2013 duly executed before the Notary Advocate Virendrakumar Dessai of Margao under registration No. 1433 dated 14th March, 2013 it was agreed between the **OWNERS** and the Director of the **DEVELOPER / PURCHASER**, Mr. Sidharth alias Gajanan Madhav Revankar that he shall construct for the **OWNERS**, on ownership basis, a total of 56.39 Sq. Mts. of super built-up area of office premises in the building proposed to be constructed in the **SAID PROPERTY** and pay



Virendrakumar Dessai
V.m. *[Signature]*



an additional amount of Rs. 27,48,200/- (Rupees Twenty Seven Lakhs Forty Eight Thousand Two Hundred Only) to the **OWNERS** which are totally valuating to Rs. 37,50,000/- (Rupees Thirty Seven Lakh Fifty Thousand Only) towards transfer / sale of their undivided proportionate rights in the aforesaid property to the extent of 3.125% in the said property.

AND WHEREAS the parties hereto have agreed to enter into and execute this Agreement based upon the terms and conditions reduced into writing herein below.

NOW THEREFORE THIS INDENTURE WITNESSETH AS UNDER:

1. The **OWNERS** hereby agree to sell the said property to the **DEVELOPER / PURCHASER** and the **DEVELOPER / PURCHASER** hereby agrees to purchase undivided proportionate rights the said property to the extent of 3.125% in the said property from the **OWNERS** for the purpose of developing the said property by constructing multi-storeyed building(s) thereon (hereinafter referred to as "*the proposed building*") and selling premises in the proposed building.
2. The **OWNERS** shall sell or otherwise transfer in favour of the **DEVELOPER / PURCHASER** their entire ideal and undivided 3.125% share in the **SAID PROPERTY**, for a total price consideration of Rs. 37,50,000/- (Rupees Thirty Seven Lakh Fifty Thousand Only). It is agreed and understood between the parties that out of the above said total price consideration, the **DEVELOPER / PURCHASER** shall construct for the **OWNERS**, on ownership basis, a total of 56.39 Sq. Mts. of super built-up area by way of allotting exclusively to the **OWNERS** of office premises bearing no. OF-104 to be situated on first floor of the building proposed to be constructed in the **SAID**



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PROPERTY (hereinafter referred to as the said office premises and more specifically described in **SCHEDULE 'B'** hereinafter appearing), and the said office premises shall have the specification as per the **ANNEXURE** described and attached to and forming part of this Agreement. The said office premises are amounting to Rs. 10,01,800/- (Rupees Ten Lakh One Thousand Eight Only) And the balance entire amount of Rs. 27,48,200/- (Rupees Twenty Seven Lakhs Forty Eight Thousand Two Hundred Only) shall be paid by the **DEVELOPER / PURCHASER** to the **OWNERS** within 5 months from the date of execution of this Agreement.



3. The **DEVELOPER / PURCHASER** after the execution of the present agreement shall be entitled to carry out the construction of a Residential cum Commercial building over the same which construction shall be at the sole disposal of the **DEVELOPER / PURCHASER** excluding the said office premises that has been allotted to the **OWNERS** as consideration in kind and for the purpose of verifying such built up areas of the respective parties to this agreement a Plan has been attached to this agreement wherein the areas agreed to be allotted to the **OWNERS** and the areas agreed to be allotted to the **DEVELOPER / PURCHASER** have been attached to this agreement and marked in red boundary lines and the said plan shall form an integral part of this agreement. The **OWNERS** shall allot amongst themselves and/or its nominee(s) such commercial premises as allotted and inform the **DEVELOPER / PURCHASER** accordingly, so as to draw further document in the name of such individual member/s of the **DEVELOPER / PURCHASER**, if found necessary.
4. The **OWNERS** have today at the time of executing this Agreement have also executed a Power of Attorney which is notarized in the presence of Notary Advocate Virendrakumar Desai of Margao authorizing the

Virendrakumar Desai

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DEVELOPER / PURCHASER herein to procure various licences and permissions from the concerned authorities for the purpose of carrying out construction over the said property so also for the purpose of allowing him to dispose off the proportionate share of the built up areas in the said complex that shall be so constructed together with the proportionate undivided share of land in the said property excluding the portion agreed to be allotted to the **OWNERS**.

5. The **DEVELOPER / PURCHASER** shall be either entitled to get conveyed the proportionate undivided share in the said property allotted to him in his name or he shall also be entitled to convey the same in favour of prospective buyers of individual premises in the said building complex.
6. The **DEVELOPER / PURCHASER** shall be solely responsible for the purpose of procuring all licences, permissions, Conversion Sanad etc. from the concerned authorities for the purpose of carrying out construction over the said property, however any documents required for the afore said purpose shall be provided by the **OWNERS** to the **DEVELOPER / PURCHASER**.
7. The **OWNERS** shall have no right or share in the consideration amounts gained by the **DEVELOPER / PURCHASER** excluding the said office premises exclusively allotted to them.
8. The **DEVELOPER / PURCHASER** shall be entitled to demolish the old house / structure existing in the said property only after seeking all the requisite approvals from the concerned authorities for commencing the construction work and after signing / executing separate Agreement(s) with some other legal heirs of late Smt. Satiabamabai Mordekar with whom the **DEVELOPER / PURCHASER** has already entered into separate Memorandum of Understanding(s).



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9. The **DEVELOPER / PURCHASER** shall be liable to hand over the completed possession of the premises agreed to be allotted to the **OWNERS** within a period of 36 months from the date of obtaining construction licence from Margao Municipal Council. However, in the event of any delays caused on account of delay in receiving necessary permissions, NOC, licences, approvals, occupancy certificate etc. from competent authorities, or on account of any factors beyond the control of the **DEVELOPER / PURCHASER**, the **DEVELOPER / PURCHASER** shall be entitled to extension of time by 6 (six) more months for handing over possession of such built-up areas to the **OWNERS**. In the event the **DEVELOPER / PURCHASER** is unable to handover possession of the premises to the **OWNERS** as stated above and within the time stipulated herein including its extension thereof, the **DEVELOPER / PURCHASER** shall be liable to pay to each of the members of the **OWNERS**, monthly compensation of Rs. 500/- per Sq. Mt. of the area agreed to be allotted to the **OWNERS**, until actual possession thereof is handed over.

9.1. The **OWNERS** agree and undertake that if a cooperative society is formed of the purchasers of premises in the proposed building, that the **OWNERS** shall become members of such cooperative society. The **DEVELOPER / PURCHASER** shall be entitled to insist on the **OWNERS** signing all such documents, forms and other papers as may be required for the formation of such cooperative society and / or becoming members thereof.

9.2. The **OWNERS** agree and binds / bind himself / herself / themselves to pay to the **DEVELOPER / PURCHASER** and / or to the concerned authorities, as per the demand raised, only towards Infrastructure Tax, municipal house-tax, electricity / water charges consumed in the said office premises exclusively

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allotted to the **OWNERS**. It is specifically agreed by and between the parties hereto that the **OWNERS** shall be responsible and are not exempted from payment of any contribution towards costs and expenses for formation of co-operative society, expenses towards common amenities including expenses towards security, maintenance, management etc. However, the **OWNERS** and or the persons who may acquire the premises from the **OWNERS** shall be responsible to pay the monthly maintenance charges, maintenance fund to the Housing Co-operative Society or any other organization from the date of its formation, registration, including payment towards purchase of shares, membership fee etc. The **OWNERS** undertake to deposit an amount of Rs. 1,50,000/- with the **DEVELOPER / PURCHASER** as their share towards the payment towards the Infrastructure Tax, municipal house-tax, electricity / water charges consumed in the said office premises within six months from the date of execution of this agreement.



9.3. Deposits payable to the Water / Electricity / Service Tax / VAT / SGPDA / Infrastructure tax / any Govt. Outgoings / any other taxes as may be levied by the Govt. shall be solely borne by the **OWNERS** in respect of the said office premises.

10. Immediately upon execution of this Agreement, the **DEVELOPER / PURCHASER** shall be at liberty and be entitled to sell and / or allot the remaining premises in the proposed building and / or to enter into any package deal or arrangement for allotment of such premises at such price and on such terms and conditions as the **DEVELOPER / PURCHASER** may deem fit, and shall also be entitled to receive the monies of such sale / allotment of the premises in the proposed building. The **DEVELOPER / PURCHASER** shall also be entitled to deliver

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possession of such premises upon completion of construction thereof, without any liability in respect thereof to the **OWNERS**.

11. It is however expressly agreed and understood that the **OWNERS** shall not be entitled to and shall have no right to and / or claim over monies collected from sale of premises in the proposed buildings, other than the said office premises exclusively allotted to the **OWNERS**. It is hereby provided that the **OWNERS** shall not be responsible and / or liable in any manner whatsoever to the purchasers of premises in the proposed building including to refund monies collected by the **DEVELOPER / PURCHASER** from the purchasers of premises in the proposed building, in case of any such eventuality.

12. It is hereby expressly provided that the **DEVELOPER / PURCHASER** shall be entitled to create charge / mortgage / encumber or offer as security for any loan, the premises of **DEVELOPER / PURCHASER**'s entitlement along with proportionate share in the **SAID PROPERTY**; provided that the **OWNERS** shall in no event be liable for such encumbrances.

13. The **DEVELOPER / PURCHASER** shall be entitled to issue advertisement in newspapers and in other media in respect of sale of premises in the proposed building and to offer them for sale as also to erect such advertisement boards in or upon the said property.

14. The **OWNERS** agree and undertake to execute the Deed or Deeds of Conveyance referred to in Clause 9.1 above notwithstanding that they may have executed a Power of Attorney in favour of the **DEVELOPER / PURCHASER** and/or its nominee(s) to execute such Deed or Deeds of Conveyance after seeking legal opinion from the advocate of the choice of the **OWNERS**.



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15. The **DEVELOPER / PURCHASER** shall be entitled to enter into separate contracts in its own name with the building, labour contractor(s), architects and other technical and other consultants for carrying out the construction of the proposed building; provided that the **OWNERS** shall in no event be liable for such acts.
16. The **DEVELOPER / PURCHASER**, his employees, representatives, contractors and workers shall be entitled to enter upon, stay in the said property and carry on therein all works including demarcation, surveying, construction etc., as may be deemed fit by him.
17. The **DEVELOPER / PURCHASER** shall be entitled to mortgage the built up areas allotted to him including the proportionate undivided share of land in the said property in order to enable any prospective buyer in the said complex to obtain a loan over such premises and for the said purpose execute a Mortgage deed, either by creating an Equitable or English Mortgage over the same wherein the **OWNERS** shall also be made a party, however subject to the condition that the **OWNERS** shall in no way be held responsible for the purpose of repayment of the said loan.
18. Despite all the powers being incorporated in the Power of Attorney if the **OWNERS** are required to execute any document personally in respect of the above mentioned project then they shall do so at the instance of the **DEVELOPER / PURCHASER** without causing any delay after seeking legal opinion from the advocate of the choice of the **OWNERS**.
19. The **DEVELOPER / PURCHASER** does hereby declares that he has verified all the documents of title of the **OWNERS** whose share is to the extent of 3.125% in the said property, and is satisfied that share of 3.125% of the **OWNERS** in the said property is free, clear, marketable and unencumbered. It is further stipulated that in the event title of



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balance share in the said property belonging to other co-owners is found to be defective, then the **OWNERS** herein shall not be responsible for making good such title and the said co-owners of such balance share shall be solely and exclusively responsible to make good such defect in their title of balance share and the **DEVELOPER / PURCHASER** shall be entitled to claim suitable compensation if so necessary or deemed, from such co-owners of the balance share.

20. The **DEVELOPER / PURCHASER** has received and verified all the documents of title pertaining to the **SAID PROPERTY**, from the **OWNERS**, and the **DEVELOPER / PURCHASER** declares that he has verified the same and is satisfied that the title of the **OWNERS** to the **SAID PROPERTY** is free, clear, un-encumbered, and marketable.

21. All the original documents with respect to the said property shall be kept in the safe custody of the **DEVELOPER / PURCHASER** and the same shall only be utilized for the purpose of obtaining a loan over the said property by handing over the custody of the same to the Bank or Financial Institution.

22. In case of disputes between the parties hereto arising from the provisions of this Agreement and also the Memorandum of Understanding dated 14th March, 2013 and the following procedure shall be adopted by the parties hereto:-

22.1. The parties shall first attempt to resolve such disputes, informally and at the lowest applicable staff level.

22.2. In case such dispute is not resolved, any party may call a meeting of the parties to formally discuss and to resolve all such disputes.

22.3. In the event parties fail to resolve such dispute, the same shall be settled by an Arbitrator to be appointed mutually by both the



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parties, whose decision shall be binding on all the parties to this Agreement.

22.4. Cost of such Arbitration and Arbitrator's fee shall be borne equally by both the parties.

22.5. Place of Arbitration shall be Margao, Goa.

23. The **DEVELOPER / PURCHASER** shall take suitable insurance cover from the reputed Insurance Company to cover unforeseen circumstances such as accidents causing injuries and / or deaths in the process of development etc.

24. In case any part of this Agreement is found null and void or not enforceable, rest of the contents of the Agreement shall remain in full force and effect.

25. All the communications between the parties hereto shall be addressed to each other at the address mentioned here below:-

OWNERS	DEVELOPER/PURCHASER
Smt. Kiran Vishwanath Sanvordekar.	M/s. Lotus Housing & Development Pvt. Ltd.
Smt. Vishwanath Mahadev Sanvordekar. "MUKTAYEE", Bagwada, Sanvordem, Taluka Sanguem - Goa.	Director - Siddharth M. Revankar 108/09, First Floor, Madhav Chambers, Malbhat, Margao - Goa.
Phone: 0832-2605085	Phone: 0832-2702066

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V.M.R.

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Email: prnavsanvordekar@gmail.com	Email: smrevankar@sify.com
Cell No: 9764407677	Cell No: 9822156789

26. Entire development works in the **SAID PROPERTY** shall be carried out by the **DEVELOPER / PURCHASER** at his own wisdom, costs, expenses, labour, risks and consequences. The **DEVELOPER / PURCHASER** shall keep all licences, approvals, NOCs etc., duly re-validated during the subsistence of development, and shall be solely responsible for violations of licence conditions if any during the course of development. The **OWNERS** shall in no way be responsible towards any act of violation, negligence etc., on the part of the **DEVELOPER / PURCHASER** and / or his agents during such development of the **SAID PROPERTY**.

27. The **DEVELOPER / PURCHASER** agrees and confirm that a separate Agreement for Sale / Deed of Transfer or any other document as may be deemed fit towards the transfer of the said office premises which are amounting to Rs. 10,01,800/- (Rupees Ten Lakh One Thousand Eight Hundred Only) within a period of six months from the date of this Agreement. The cost of the stamp duty and registration to be borne by the **OWNER**.

28. Both the parties shall specifically perform this Agreement.

SCHEDULE 'A'

(DESCRIPTION OF THE SAID PROPERTY)

Property known as "AFRAMENTO" or "TAVORILEM" situated at Ward Largo dos quarteis now known as Largo do Conselheiro Glahardo of Village

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and Parish of Margao, taluka Salcete, State of Goa and described under no. 19697 of Book no. 50 in the Land Registration Office of Judicial Division at Salcete, presently surveyed under Chalta No. 25 of P. T. Sheet No. 216 of Book no. 19 of City Survey Margao, totally admeasuring 2692.00 sq. mts, and bounded as under:-

- On the East : By plot of Comunidade,
- On the West : By a separation edge of half soil of the property of the same name reserved by Agostinho Jose da Oliveira Peasodo and his wife,
- On the North : By soil of the same name Mucunda Poioido,
- On the South : By soil of the same name Sori or Choro.



SCHEDULE 'B'

(DESCRIPTION OF THE SAID OFFICE PREMISES)

ALL THAT office premises identified as Office no. OF-104, admeasuring 56.39 square meters of built-up area, situated on the First Floor of the building to be constructed in the said property as described in the SCHEDULE 'A' herein above written and shall be bounded as follows;

- On the North:** By open passage of the same building;
- On the South:** By soil of the same name Sori or Choro;
- On the East:** By OF-103 of the same building;
- On the West:** By open space and thereafter by OF-105 of the same building.

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The said premise is marked in **RED COLOR** boundaries on the plan duly signed by the parties and annexed hereto forming integral part of this Agreement.

ANNEXURE
(SPECIFICATION FOR THE SAID OFFICE PREMISES
ALLOTTED TO THE OWNERS)

1. STRUCTURE:

The building will have R.C.C. framed structure of Columns, beams and slabs and will consist of ground and upper floors. The top slabs shall be either flat or sloping but shall be compulsorily waterproofed. The external walls shall be of thick laterite stone masonry or double brick masonry or hollow block masonry and the internal walls will be of single brick masonry. The cement shall be of ACC or equivalent make. The steel shall be of Kundil / Kamdhenu Saria or equivalent make.

2. PLASTER:

External plaster: Double coat, sand faced cement plaster.

Internal plaster: Single coat, cement plaster with neeru finish.

3. FLOORING:

All rooms will have flooring in the form of Vitrified tiles 24x24 with skirting. W.C. will have flooring as well as dados up to 1.20 Mtr. in Glazed tiles. Vitrified / Ceramic / Glazed / Mosaic tiles, Shades, Colours and sizes will be as per the availability of the stock and from the one out of the several options provided by the Developers. Any specific colour, shades or sizes other than above options will be charged extra.

4. INTERNAL DECOR:

The walls will be painted with two coats of Oil bound Distemper of Standard Make, ceiling with three coats of white wash and doors with oil







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paint. The external walls will be painted with apex exterior paint or Snowcem or equivalent make.

5. EXTERNAL DECOR:

The main door will have 4" x 2½" Sal wood or equivalent Door frames. Main door would be flush door. All other doors will have 4" x 2½" flush doors or equivalent. The Main door will be provided with Brass fittings viz. Aldrop bolt, handle 6" outside and inside and from outside, flat latch, door chain, tower bolt 6". All the other doors will be fixed with necessary M.S. Hinges and will have in general aluminium fittings. All the doors shall be painted in two coats of oil paint over primer. All windows will be sliding type aluminium powder coated with standard 5/4" sections.

6. TOILET:

Individual W.C. will have European W.C with a bib cock, flush tank with stop cock and a wash basin inside. All the toilet / sanitary fittings in the toilet will be of of Marc Fitting / Jaguar or of any other reputed company.

7. PLUMBING & SANITARY INSTALLATIONS:

For water line UPVC PIPE will be used with UPVC fittings. UPVC pipe will be used with UPVC fittings. The plumbing work will be concealed.

8. WATER TANK:

A common R.C.C. storage tank will be provided above the terrace slab. A common R.C.C. underground water storage sump will also be provided.

9. ELECTRICAL INSTALLATIONS:

The installation will be of multistranded copper wires of Anchor, Finolex, or any equivalent make and concealed type. All switches will be of Standard make. The electrical work will be concealed. The office premises will have 4 light points, 2 fan points, 1 phone point, 1 plug point on the main board and 1 plug point on separate board and will be provided with



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10. STAIRCASE, PASSAGE & LIFT:

Staircase and the landings will have flooring of Kota or ceramic tiles or vitrified tiles of the choice of the **DEVELOPER / PURCHASER**.

Lifts will be provided of standard quality of OTIS / Schindler make.

11. EXTRA WORK:

Extra work to be executed on the request of the **OWNERS** will be as per the prevailing market rates on advance payment. Any changes with respect to specifications as provided by the the **DEVELOPER / PURCHASER** shall be charged separately.

Alteration involving in architectural features of the building or changes in approved building layouts will not be entertained by the **DEVELOPER / PURCHASER**.



IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and signatures to this agreement on the day, month, year and place first herein above mentioned.

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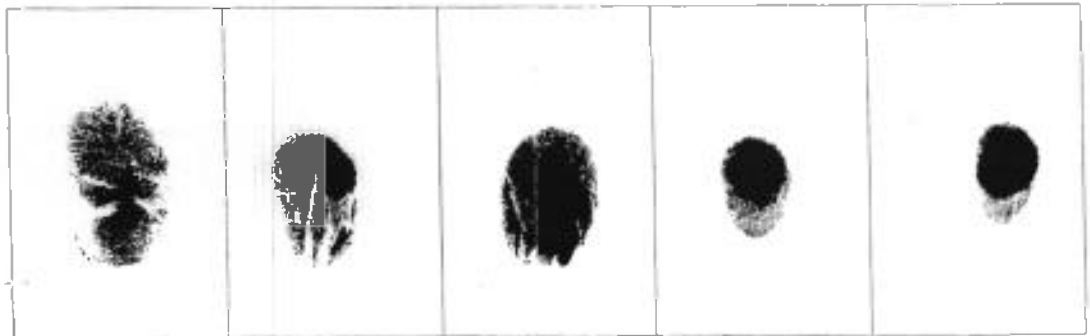
SIGNED AND DELIVERED by the within named OWNERS:

Sanvordekar

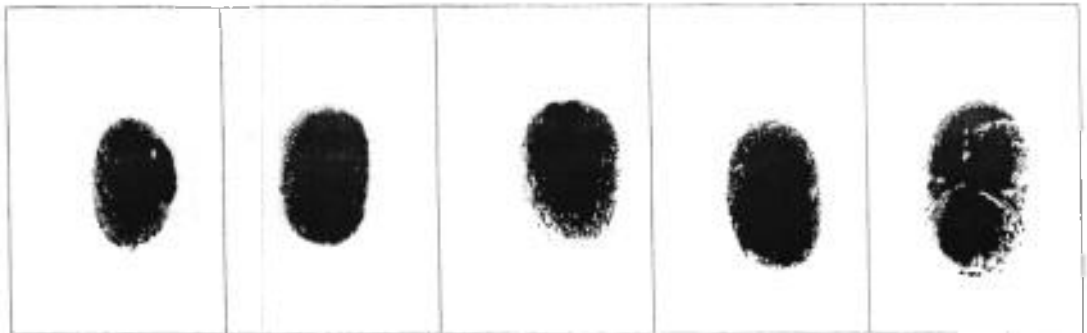


Sanvordekar

1. SMT. KIRAN VISHWANATH SANVORDEKAR



Right hand finger impressions of Kiran Vishwanath Sanvordekar



Left hand finger impressions of Kiran Vishwanath Sanvordekar

Sanvordekar

V.m. [Signature]

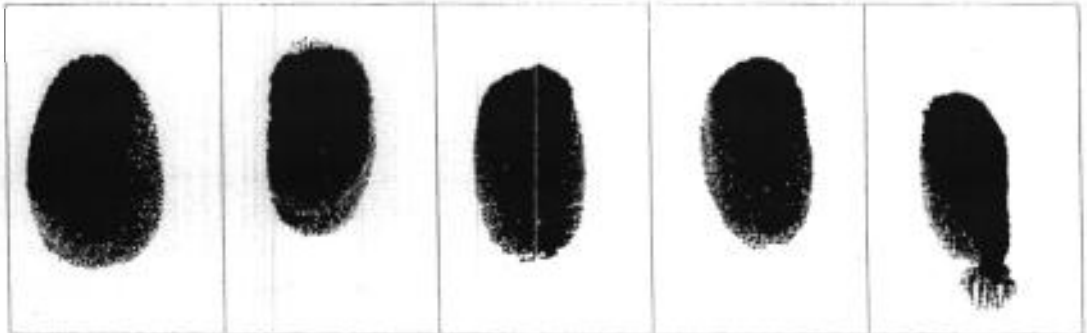
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VIRENDRA KUMAR P. DE
Reg. No.: 277
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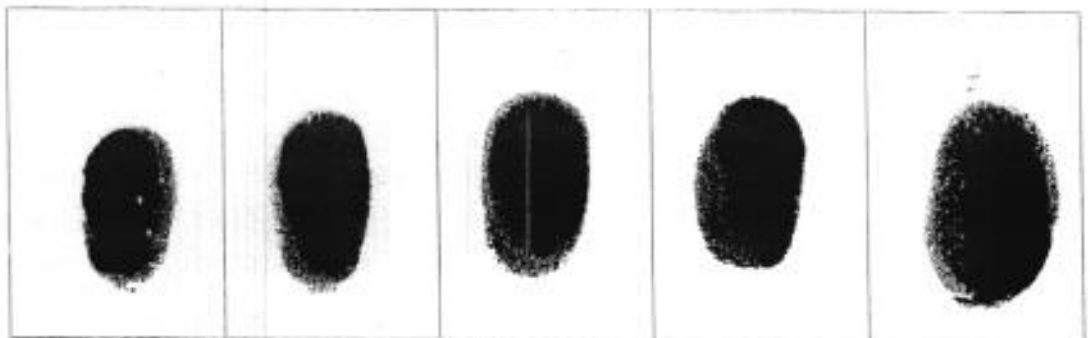


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2. SHRI, VISHWANATH MAHADEV SANVORDEKAR



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Left hand finger impressions of Vishwanath Mahadev Sanvordekar

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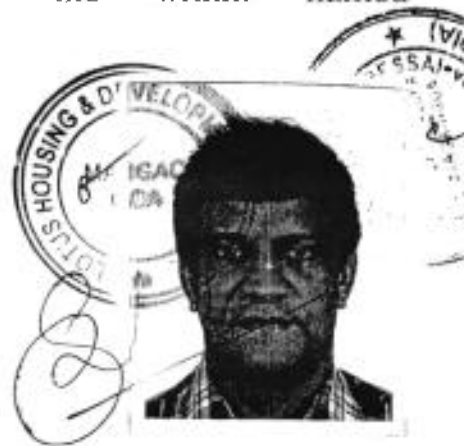
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NOTARY
VIRENDRA KUMAR P. DE
Reg. No.: 227
SALCETE TALUKA
MARGAO-GO.
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SIGNED AND DELIVERED by the within named DEVELOPER/PURCHASER:

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3. SHRI. SIDDHARTH ALIAS GAJANAN MADHAV REVANKAR

DIRECTOR, M/S. LOTUS HOUSING AND DEVELOPMENT PVT. LTD.



Right hand finger impressions of Sidharth alias Gajanan Madhav Revankar



Left hand finger impressions of Sidharth alias Gajanan Madhav Revankar

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In the Presence of Witnesses:-

1. *Desai*
(PRASAD P DESAI)

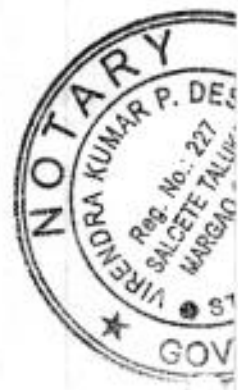
2. *Desai*
(Manisha M. Prabhudesai)

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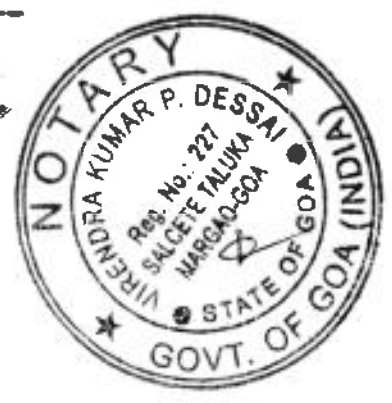
No. 11462 of Vendor Margao, Dist. of ... 8/3/13

148033

Value of Stamp Paper ... 500L ...
Name of Purchaser ... Rivankar ...
Residence Margao... Name of Father ...
Purpose ... Transacting Parties ...

Signature of Stamp Vendor

Signature of Purchaser



AGREEMENT FOR SALE CUM DEVELOPMENT

Signature of Vendor

Signature of Purchaser

Signature of Notary

BP Desai

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NOTARY
ENDRA KUMAR P.

This Agreement for Sale cum Development is made at Margao, Goa on this 29th day of the month of April, of the year 2013;

- BETWEEN -

1. SHRI. MADHUKAR YESHWANT MORDEKAR, son of late. Yeshwant Mordekar, aged 92 years, Indian National, having PAN Card No. ACSPM5280E residing at Flat No.11, 2nd Floor, Sapana Plaza, A. Costa Road, Margao, Goa. 403601,
2. SHRI. VINAYAK MADHUKAR MORDEKAR, son of Shri. Madhukar Mordekar, aged 58 years, Indian National, having PAN Card No. ACSPM5281F and his wife
3. SMT. JYOTI VINAYAK MORDEKAR, aged 55 years, Indian National, having PAN Card No. ACSPM5282G both residing at Flat No.11, 2nd Floor, Sapana Plaza, A. Costa Road, Margao, Goa. 403601,
4. SMT. BHARATI PRADEEP PRABHUDESAI, wife of Shri. Pradeep Prabhudesai, aged 57 years, Indian National, having PAN Card No. AEBPB3305A and her husband



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Prabhudesai

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5. SHRI. PRADEEP KAMALAKAR PRABHUDESAI, son of Shri. Kamalakar Prabhudesai, aged 58 years, Indian National, having PAN Card No. ACSPP1548A both residing at Flat No. 206, 2nd Floor, Supreme Hill Tower, A. D. Costa Road, Margao, Goa, 403601.

6. SMT. REEMA SANDESH SINAI KAKODKAR, wife of Shri. Sandesh Sinai Kakodkar, aged 51 years, Indian National, having PAN Card No. AKPP58788J and her husband

7. SHRI. SANDESH RAGHUVIR SINAI KAKODKAR, son of late. Raghuvir Sinai Kakodkar, aged 54 years, Indian National, having PAN Card No. AFIPK9508C both residing at 'Jayashree', Near Central Bank of India, Curchorem, Goa. and shall herein after collectively be referred to as the OWNERS (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include all their legal heirs, successors, administrators, executors and assigns) of the ONE PART -

AND

2. LOTUS HOUSING AND DEVELOPMENT PVT LTD represented by its Director MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR, son of Late Shri Madhav Revankar, aged about 41 years, married,

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S. VENKAT KUMAR P. DE
Regd. No. 2997

businessman And other Director Smt. Swati S Revankar, age 36 years, wife of Shri. Siddharth Madhav Revankar both residents of house No.773, near Yashodhan hospital, Aquem, Margao, Goa, and shall herein after be referred to as the "DEVELOPER / PURCHASER" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include all his legal heirs, successors, administrators, executors and assigns) of the OTHER PART –

All the signatories to this deed are Indian Nationals

WHEREAS the OWNERS have declared and covenanted unto the PURCHASER/DEVELOPER as follows:

- (a) that they have an absolute right to dispose and/or sell the said property and/or deal with it in any manner whatsoever.
- (b) that there is no legal bar or impediment for this transaction and that the said property is free from encumbrances, liens and/or charges.
- (c) that there are no tenants, no *Mundcars* and/or other building tenants or agricultural tenants and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any other right whatsoever in, to and/or over the said property.

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- (d) that no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/has been received by and/or served upon the OWNERS in respect of the said property.
- (e) that neither the said property nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- (f) that neither the said property nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
- (g) that they are fully entitled to enter into this Agreement with the PURCHASER/DEVELOPER and that they have full right and authority to sign and execute the same.



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- (h) that they have not agreed, committed or contracted or entered into any agreement for sale or lease or any other Agreement with third parties in respect of the said property and
- (i) that they have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever.

AND WHEREAS the OWNERS are the lawful co-owners and co-possessors of all that property known as 'Aforamento' or 'Tavorilem', situated in Ward Largo dos quarteis now known as Largo do Conselheiro Glahardo, of Village and Parish of Margao, described under Number 19697 of Book No.50 in the Land Registration office of Judicial Division at Salcete, presently surveyed under Chalta No.25, P.T. Sheet No.216 of Book No.19 of City Survey Margao, totally admeasuring 2692.00 Sq. Mts. and bounded on the East by plot of Comunidade, on the West by a separation edge of half soil of the property of the same name, reserved by Agostinho Jose da Oliveira Peasodo and wife, on the North by soil of the same name Mucunda Poioido and on the South by soil of the same name Sori or Choro and the same shall herein after be referred to as the SAID PROPERTY.

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Agostinho Jose da Oliveira Peasodo

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Roberto

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AND WHEREAS one of the legal heirs of the aforesaid property have filed / instituted an Inventory Proceeding in the Court of the Civil Judge Junior Division at Margao, being Inventory Proceeding No.9/2003/F for the purpose of deciding and ascertaining the shares of all the co-owners in 1/4th of the said property upon the death of late.Satiabamabai Mordekar;



AND WHEREAS upon determination of shares of all the co-owners, it has been decided to hold an auction of the 1/4th share of the aforesaid property which forms the subject matter of the Inventory Proceeding No.9/2003/F and sell the same to the highest bidder who would buy the 1/4th share of the entire property by depositing the Owelty money in the Court, which said Owelty money will be later withdrawn by all the co-owners according to their respective shares allotted to them and as per the Chart of Partition drawn by the Court;

AND WHEREAS due to paucity of funds, the OWNERS herein along with other legal heirs of late.Satiabamabai Mordekar had approached the PURCHASER herein to provide necessary funds for the purchase of the 1/4th share of the said entire property in auction that will be held in the said Inventory Proceedings.

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AND WHEREAS in lieu of the aforesaid offer the OWNERS and the PURCHASER has already entered into a Memorandum of Understanding dated 13th March 2013 duly executed before the Notary Virendra Kumar P. Dessai of Margao under registration No. 1397 dated 13th March 2013 wherein it has been decided by the parties afore said that the PURCHASER shall pay a sum of Rs.1,61,01,000/- (Rupees One Crore Sixty One Lakhs & One Thousand only) as owelty money for the purpose of depositing the same in the Court for purchasing the undivided 1/4th share of the entire property in the auction that shall be so held forming the subject matter of the afore said Inventory Proceedings.

AND WHEREAS it has also been represented by the owners to the PURCHASER that they are entitled for 50% owelty money share in the 1/4th undivided share in the said property approximately amounting to a sum of Rs. 80,00,052/- (Rupees Eighty Lakhs Fifty Two Rupees only).

AND WHEREAS in lieu of the afore said representations the PURCHASER has agreed to purchase the 1/4th undivided share of all the co - owners to the said property including that of the OWNERS herein and the OWNERS have agreed to sell their undivided proportionate rights held by them in the afore said property to the PURCHASER to the extent of 34.375% in the said



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property based upon the terms and conditions reduced into writing herein below.

NOW THEREFORE THIS INDENTURE WITNESSETH AS UNDER

1. The OWNERS hereby agree to sell the said property to the PURCHASER/DEVELOPER and the PURCHASER/DEVELOPER hereby agrees to purchase the said property from the OWNERS for the purpose of developing the said property by constructing multi-storeyed building(s) thereon (hereinafter referred to as "*the proposed building*") and selling premises in the proposed building.
2. The PURCHASER has already paid and deposited a sum of Rs.1,61,01,000/- (Rupees One Crore Sixty One Lakhs & One Thousand only) in the Court of the Civil Judge Junior Division at Margao, in Inventory Proceedings bearing No.9/2003/F by crossed cheque bearing No. 141052 dated 30th April 2013 drawn on Punjab National Bank, Margao branch at the instance of the OWNERS on 29th day of the month of April, year 2013 as the Owelty sum for which purpose necessary leave of the Hon'ble Court has been sought by the OWNERS with the assistance of the present document. It is clarified that the above stated sum



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includes the share of the auction holder Mr. Vinayak Madhukar Mordekar, amounting to Rs.11,50,072/- (Rupees Eleven Lakhs Fifty Thousand & Seventy Two Only), and the PURCHASER does hereby granted his permission/NOC for said Mr. Vinayak M. Modekar withdrawing the said amount of Rs.11,50,072/- from the Court.



3. The OWNERS shall sell or otherwise transfer in favour of the PURCHASER their entire ideal and undivided 34.375% share in the SAID PROPERTY, for a total price consideration of Rs.2,62,50,000/- (Rupees Two Crores Sixty Two Lakh Fifty Thousand only). It is agreed and understood between the parties that the share of the OWNERS in the amount of Rs.1,61,01,000/- deposited/paid by the PURCHASER for purchasing the 1/4th share in the auction held by all the co-owners of the SAID PROPERTY shall be deducted from the above said total price consideration, and for and in lieu of making balance payment of Rs.1,81,99,500/- out of the above said total price consideration, the PURCHASER shall construct for the OWNERS, on ownership basis, a total of 634 square meters of super built-up area by way of allotting to the OWNERS, commercial premises to be situated on all the floor/s of the building proposed to be constructed in the SAID

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M. Mordekar
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PROPERTY, out of which an area of 54,68 square meters of commercial premise shall face the northern side of the SAID PROPERTY on the ground floor. All the commercial premises shall have the specification as per the **Annexure** attached to and forming part of this Agreement.

4. The PURCHASER after the execution of the present agreement shall be entitled to carry out the construction of a Residential cum Commercial building over the same which construction shall be at the sole disposal of the PURCHASER excluding the built up area that has been agreed to be allotted to the OWNERS as consideration in kind and for the purpose of verifying such built up areas of the respective parties to this deed a Plan has been attached to this deed wherein the areas agreed to be allotted to the OWNERS and the areas agreed to be allotted to the PURCHASER have been attached to this deed and the said plan shall form an integral part of this deed. The OWNERS shall allot amongst themselves such commercial premises and inform the PURCHASER accordingly, so as to draw further document in the name of such individual member/s of the PURCHASER, if found necessary.



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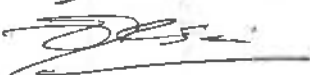
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5. The OWNERS have today at the time of executing this Agreement executed a Power of Attorney which is notarized in presence of Advocate Virendrakumar Desai authorizing the PURCHASER herein to procure various licences and permissions from the concerned authorities for the purpose of carrying out construction over the said property so also for the purpose of allowing him to dispose off the proportionate share of the built up areas in the said complex that shall be so constructed together with the proportionate undivided share of land in the said property excluding the portion agreed to be allotted to the OWNERS.

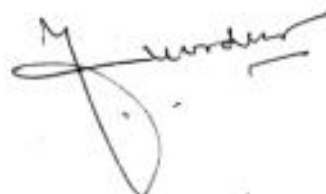
6. The PURCHASER shall be either entitled to get conveyed the proportionate undivided share in the said property allotted to him in his name or he shall also be entitled to convey the same in favour of prospective buyers of individual premises in the said building complex.

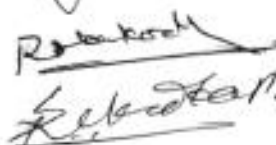
7. The PURCHASER shall be solely responsible for the purpose of procuring all licences, permissions, Conversion Sanad etc. from the concerned authorities for the purpose of carrying out construction over the said property, however any documents required for the afore said purpose shall be provided by the OWNERS to the PURCHASER.



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8. The OWNERS shall have no right or share in the consideration amounts gained by the PURCHASER after selling the premises allotted to him.
9. The PURCHASER shall be entitled to demolish the old house / structure existing in the said property only after seeking all the requisite approvals from the concerned authorities for commencing the construction work.
10. The PURCHASER shall be liable to hand over the completed possession of the premises agreed to be allotted to the OWNERS within a period of 36 months from the date of obtaining construction licence from Margao Municipal Council. However, in the event of any delays caused on account of delay in receiving necessary permissions, NOC, licences, approvals, occupancy certificate etc. from competent authorities, or on account of any factors beyond the control of the PURCHASER, the PURCHASER shall be entitled to extension of time by 6 (six) more months for handing over possession of such built-up areas to the OWNERS. In the event the PURCHASER is unable to handover possession of the premises to the OWNERS as stated above and within the time stipulated herein including its extension thereof, the PURCHASER shall be liable to pay to each of the members of the OWNERS, monthly compensation of Rs.500/- per sq.



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mt, of the area agreed to be allotted to the OWNERS, until actual possession thereof is handed over.

10.1 The OWNERS agree and undertake that if a cooperative society is formed of the purchasers of premises in the proposed building, that the OWNERS shall become members of such cooperative society. The PURCHASER/DEVELOPER shall be entitled to insist on the OWNERS signing all such documents, forms and other papers as may be required for the formation of such cooperative society and/or becoming members thereof as a pre-condition for and before handing over possession of the Owners Premises.

10.2 The OWNERS agree and binds/bind himself/herself/themselves to pay to the PURCHASER and/or to the concerned authorities, as per the demand raised, only towards Infrastructure Tax, municipal house-tax, electricity charges consumed in the premises allotted to the OWNERS, and towards share in the consumption of water in such premises allotted to the OWNERS. It is specifically agreed by and between the parties hereto that the OWNERS shall not be responsible and are exempted from payment of any contribution towards costs and expenses for formation of co-operative



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society/company/condominium, expenses towards common amenities including expenses towards security, maintenance, management etc. However, the OWNERS and or the persons who may acquire the premises from the OWNERS shall be responsible to pay the monthly maintenance charges, maintenance fund to the Housing Co-operative Society and/or Company and/or condominium or any other organisation from the date of its formation/incorporation/registration, including payment towards purchase of shares, membership fee etc.



10.5 Deposits payable to the Water/Electricity/SGPDA(Infrastructure tax/Any Govt Outgoings shall be paid/borne by the PURCHASER/DEVELOPER in the first instance but the OWNER shall reimburse such deposits paid by the and shall be paid to the PURCHASER/DEVELOPER as and when demanded by PURCHASER/DEVELOPER and upon the PURCHASER/DEVELOPER producing the original receipt evidencing the payment of such deposits. In the event common meters are obtained for the proposed building, the OWNER shall bear such portion of the deposits as intimated by the PURCHASER/DEVELOPER.

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11.1 Immediately upon execution of this Agreement, the PURCHASER/DEVELOPER shall be at liberty and be entitled to sell and/or allot the premises in the proposed building and/or to enter into any package deal or arrangement for allotment of such premises at such price and on such terms and conditions as the PURCHASER/DEVELOPER may deem fit, and shall also be entitled to receive the monies of such sale/allotment of the premises in the proposed building. The PURCHASER/DEVELOPER shall also be entitled to deliver possession of such premises upon completion of construction thereof, without any liability in respect thereof to the OWNERS.

11.2 It is however expressly agreed and understood that the OWNERS shall not be entitled to and shall have no right to and/or claim over monies collected from sale of premises in the proposed buildings, other than the Owners Premises. It is hereby provided that the OWNERS shall not be responsible and/or liable in any manner whatsoever to the purchasers of premises in the proposed building including to refund monies collected by the PURCHASER/DEVELOPER from the purchasers of premises in the proposed building, in case of any such eventuality.

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11.3 It is hereby expressly provided that the PURCHASER shall be entitled to create charge/mortgage/encumber or offer as security for any loan, the premises of purchaser's entitlement along with proportionate share in the SAID PROPERTY; provided that the OWNERS shall in no event be liable for such encumbrances.

12. The PURCHASER/DEVELOPER shall be entitled to issue advertisement in newspapers and in other media in respect of sale of premises in the proposed building and to offer them for sale as also to erect such advertisement boards in or upon the said property.

13. The OWNERS agree and undertake to execute the Deed or Deeds of Conveyance referred to in Clause 10.1 above notwithstanding that they may have executed a Power of Attorney in favour of the PURCHASER/DEVELOPER and/or its nominee(s) to execute such Deed or Deeds of Conveyance

14. The PURCHASER/DEVELOPER shall be entitled to enter into separate contracts in its own name with the building, labour contractor(s), architects and other technical and other consultants for carrying out the construction of the proposed building.



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15. The Purchaser, his employees, representatives, contractors and workers shall be entitled to enter upon, stay in the said property and carry on therein all works including demarcation, surveying, construction etc., as may be deemed fit by him.

16. The PURCHASER shall be entitled to mortgage the built up areas allotted to him including the proportionate undivided share of land in the said property in order to enable any prospective buyer in the said complex to obtain a loan over such premises and for the said purpose execute a Mortgage deed, either by creating an Equitable or English Mortgage over the same wherein the OWNERS shall also be made a party, however subject to the condition that the OWNERS shall in no way be held responsible for the purpose of repayment of the said loan.

17. Despite all the powers being incorporated in the Power of Attorney if the owners are required to execute any document personally in respect of the above mentioned project then they shall do so at the instance of the PURCHASER without causing any delay.

18. The PURCHASER does hereby declares that he has verified all the documents of title of the OWNERS whose

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share is to the extent of 34.375% in the said property, and is satisfied that share of 34.375% of the OWNERS in the said property is free, clear, marketable and unencumbered. It is further stipulated that in the event title of balance share in the said property belonging to other co-owners is found to be defective, then the OWNERS herein shall not be responsible for making good such title and the said co-owners of such balance share shall be solely and exclusively responsible to make good such defect in their title of balance share and the PURCHASER shall be entitled to claim suitable compensation if so necessary or deemed, from such co-owners of the balance share.



19. The PURCHASER has received and verified all the documents of title pertaining to the SAID PROPERTY, from the OWNERS, and the PURCHASER declares that he has verified the same and is satisfied that the title of the OWNERS to the SAID PROPERTY is free, clear, un-encumbered, and marketable.

20. All the original documents with respect to the said property shall be kept in the safe custody entrusted by both the Owners as well as the Purchaser and the same shall only be utilized for the purpose of obtaining a loan over

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the said property by handing over the custody of the same to the Bank or Financial Institution.

21. In case of disputes between the parties hereto arising from the provisions of this Agreement, the following procedure shall be adopted by the parties hereto:-

- (a) The parties shall first attempt to resolve such disputes, informally and at the lowest applicable staff level.
- (b) In case such dispute is not resolved, any party may call a meeting of the parties to formally discuss and to resolve all such disputes.
- (c) In the event parties fail to resolve such dispute, the same shall be settled by an Arbitrator to be appointed mutually by both the parties, whose decision shall be binding on all the parties to this Agreement.
- (d) Cost of such Arbitration and Arbitrator's fee shall be borne equally by both the parties.
- (e) Place of Arbitration shall be Margao, Goa.

22. The parties to the present agreement reserve the right for the specific performance of the present agreement.

23. The PURCHASER shall take suitable insurance cover from the reputed Insurance Company to cover

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unforeseen circumstances such as accidents causing injuries and/or deaths in the process of development etc.

24. In case any part of this Agreement is found null and void or not enforceable, rest of the contents of Agreement shall remain in full force and effect.

25. All the communications between the parties hereto shall be addressed to each other at the address mentioned here below:-

OWNERS	PURCHASER
Shri Vinayak M. Mordekar Flat No. – 11, 2 nd floor, Sapana Plaza, A. Costa Road, Margao – Goa, 403601	Lotus Housing & Development Pvt. Ltd. Director- Siddharth M. Revankar 108/09, First Floor, Madhav Chambers, Malbhat Margao Goa
Phone: 0832-2704434	Phone: 0832-2702066
Email: mordekarvinayak@rediffmail.co	Email: smrevankar@sify.co

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Cell No: 9822102302	Cell No: 9822156789

26. Entire development works in the SAID PROPERTY shall be carried out by the PURCHASER at his own wisdom, costs, expenses, labour, risks and consequences. The PURCHASER shall keep all licences, approvals, NOCs etc., duly re-validated during the subsistence of development, and shall be solely responsible for violations of licence conditions if any during the course of development. The OWNERS shall in no way be responsible towards any act of violation, negligence etc., on the part of the PURCHASER and/or his agents during such development of the SAID PROPERTY.

27. In case any members of the OWNERS desires to surrender his/her entitlement in the built-up area hereby allotted by the PURCHASER, the PURCHASER/DEVELOPER shall pay to the concerned member/s of the OWNERS, a sum equivalent to Rs.3,50,000/- per square meter for the commercial premises situated on the ground floor level, and a sum equivalent to Rs.72,000/- per square meter for the commercial premises situated on the second floor and

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Mishra

J. Bhandekar

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P. Bhandekar
S. Bhandekar

B. Bhandekar

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other upper floor levels. Once the building is ready for occupation and possession.

ANNEXURE
(specification)

SPECIFICATIONS OF OFFICES AND SHOPS

1. The building will be of RCC framed Structure.
2. The external walls shall be of laterite masonry and the internal walls shall be of brick masonry.
3. The internal walls and the ceilings shall be plastered with single coat cement plaster with patti finish. The external walls shall be plastered with double coat cement plaster finish.
4. Door frames will be Sal wood/concrete frames/ equivalent. And remaining doors will be of 30 mm Commercial shutters.
5. The window shutters will be of 3/4th series powder coated aluminium and fitted with plain glass. All doors shall be provided with steel fittings. All hinges will be anodized iron.



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Vish

J. Warden

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6. For Offices/shops: The flooring will be of vitrified tiles the floor shall be of 2 X 2(feet) coloured tiles.

7. FOR SHOP/OFFICES

Open casing capping type P.V.C. conduit with copper wiring shall be provided. Each office will have 2 light points, 1 fan point, 1 phone point, 1 plug point on the main board and 1 plug point on separate board. Balcony, if any shall have 1 light point. All offices and shops will have single phase meter connection. 3 phase connections if required will be intimated and the cost for the same will have to be borne by the Allottee.

Each shop will have 2 light points, 1 fan point and 2 plug points.

8. Internal plumbing will be concealed. Coloured Orissa pan in W.C. and coloured wash basin will be provided. Provision for western W.C. shall be kept in bathroom. The building will have one overhead tank, common for all and underground sunk/tank with motor. Water supply is through P.V.C./M.S. pipes. All other points, 1 in kitchen, 2 in bathroom and 1 in W.C. will be through overhead tank. Plumbing accessories will be of Marc Fitting/Jaguar or of any other reputed company.
9. Lifts will be provided of standard quality/OTIS/Schindler.

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Kish*

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*Retakaulh
Schindler.*

Bpdesa

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FIRST PART:



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1. SHRI. MADHUKAR
YESHWANT MORDEKAR



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2. SHRI. VINAYAK
MADHUKAR MORDEKAR

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3. SMT. JYOTI VINAYAK
MORDEKAR



BPradesai

4. SMT. BHARATI PRADEEP
PRABHUDESAI

Bharati Pradeep Prabhudesai

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Prabhudesai

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BPradesai

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Pradeep

5. SHRI. PRADEEP
KAMALAKAR PRABHUDESAI



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Reema

6. SMT. REEMA SANDESH
SINAI KAKODKAR

Sandesh
Sinai

Pradeep

Reema

Pradeep

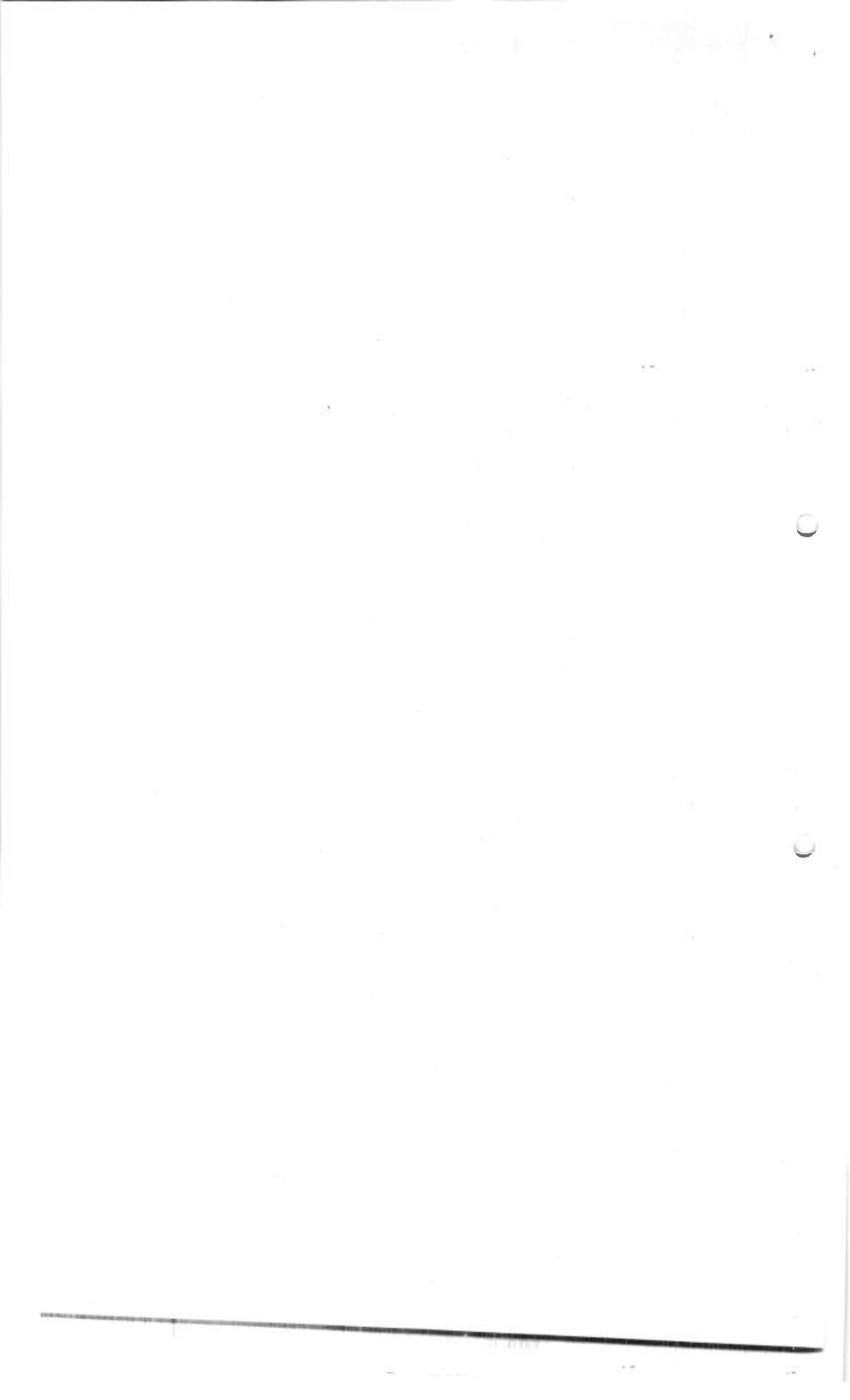
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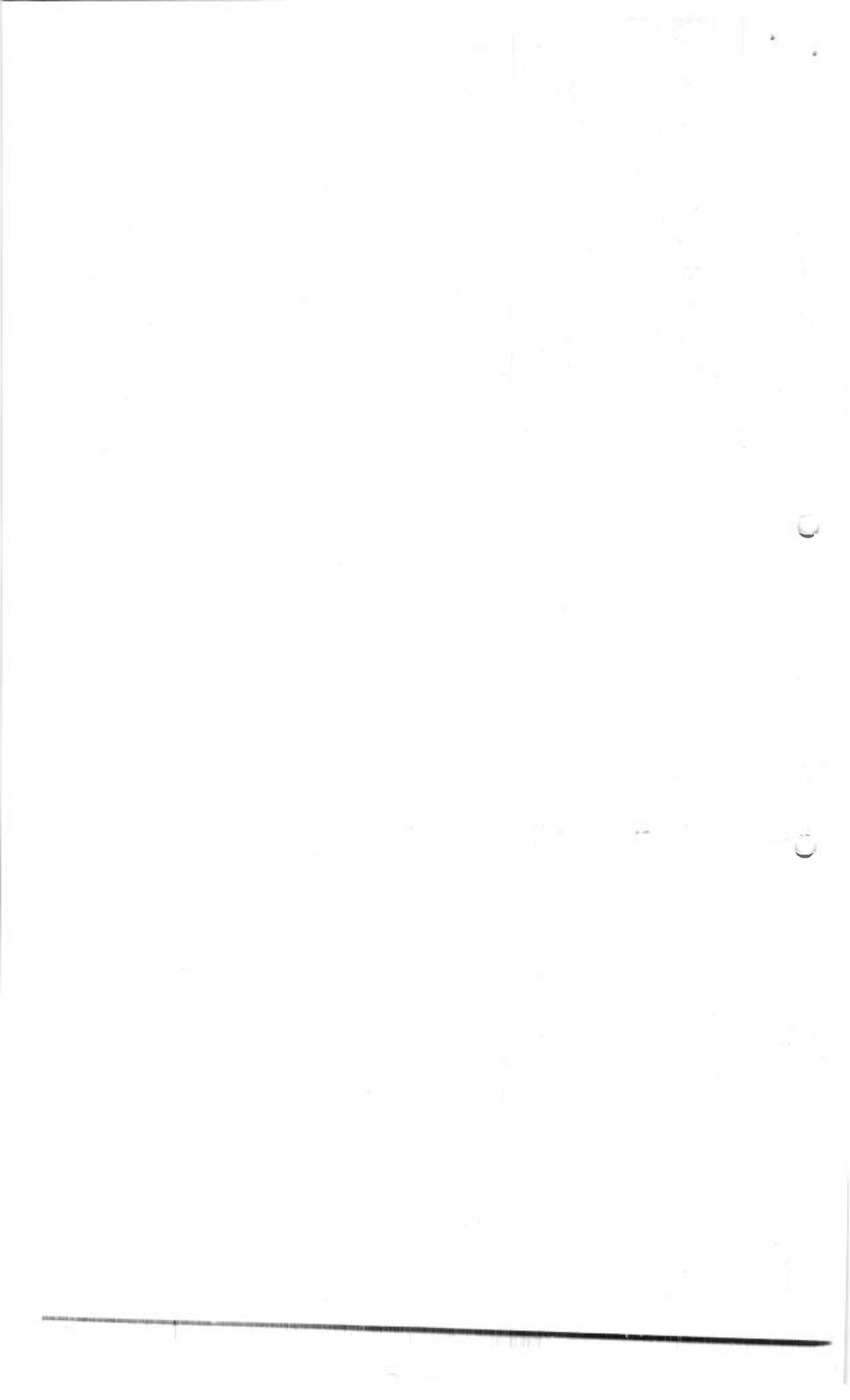
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(DIRECTOR)

SIDDHARTH ALIAS GAJANAN MADHAV REVANKAR
For Lotus Housing And Development Pvt. Ltd.

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SECOND PART:

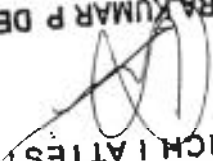


7. SHRI. SANDESH RAGHUVIR
SINAI KAKODKAR,

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Kokkade



EXECUTED BEFORE ME
WHICH I ATTEST



VIRENDRA KUMAR P. DESSAI
NOTARY
MARGAO-GOA
State of Goa (India)
Reg. No. 2285
Date 29.4.2018



AGREEMENT FOR SALE

This Agreement for Sale is made at Margao, Goa on this _____ day of the month of _____, year _____

BETWEEN

1. MRS. KIRAN VISHWANATH SANVORDEKAR, wife of Mr. Vishwanath Mahadev Sanvordekar, aged about 57 years, occupation housewife, and her husband,

2. MR. VISHWANATH MAHADEV SANVORDEKAR, son of late Mahadev P.Sanvordekar, aged about 61 years, occupation businessman, both residents of Muktayee, Bagwada, Savorda, Sanguem, Goa, duly represented in this deed by MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR, son of Late Shri. Madhav Revankar, aged about 43 years, married, businessman, resident of house No.773, near Yashodhan hospital, Aquem, Margao, Salcete, Goa, by virtue of Power of Attorney dated 16th May 2013 executed before the Notary Virendra Kumar P.Dessai of Margao under registration No. 2592 dated 17th May 2013.

3. MRS. MEDHA PRASAD DESAI, daughter of Mr. Ramakant Vaikunth Mahambre, aged about 44 years, married, occupation housewife, and her husband,

4. MR. PRASAD GANPAT DESAI, son of Mr. Ganpat Desai, aged about 49 years, married, occupation businessman, both residents of F-203, Jamana Nagar at Post Poynad, Taluka Alibhag District Raigad, Maharashtra 402108, duly represented in this deed by MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR, son of Late Shri. Madhav Revankar, aged about 43 years, married, businessman, resident of house No.773, near Yashodhan hospital, Aquem, Margao, Salcete, Goa, by virtue of Power of Attorney dated 24th January 2014 executed before the Notary Virendra Kumar P.Dessai of Margao under registration No. 338.

5. MR. VINAYAK MORDEKAR, son of Shri. Madhukar Mordekar, aged 60 years, married, occupation businessman, and his wife

6. SMT. JYOTI MORDEKAR, wife of Mr. Vinayak Mordekar, aged 57 years, married, occupation housewife, both residing at Flat No.11, 2nd Floor, Sapna Plaza, A. D. Costa Road, Margao, Goa. 403601,

7. SMT. BHARATI PRABHUDESAI, wife of Shri. Pradeep Prabhudesai, aged 59 years, married, occupation housewife, and her husband,

8. SHRI. PRADEEP PRABHUDESAI, son of Shri. Kamlakar Prabhudesai, aged 58 years, married, occupation businessman, both residing at Flat No. 206, 2nd Floor, Supreme Hill Tower, A. D. Costa Road, Margao, Goa, 403601,

9. SMT. REEMA SINAI KAKODKAR, wife of Shri. Sandesh Kakodkar, aged 53 years, married, occupation housewife, and her husband,

10. SHRI. SANDESH SINAI KAKODKAR, son of late. Raghuvir Sinai Kakodkar, aged 56 years, married, occupation businessman, both residing at 'Jayashree', Near Central Bank of India, Curchorem, Goa, duly represented in this deed by MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR, son of Late Shri. Madhav Revankar, aged about 43 years, married, businessman, resident of house No.773, near Yashodhan hospital, Aquem, Margao, Salcete, Goa, by virtue of Power of Attorney dated 29th April 2013 executed before the Notary Virendra Kumar P.Dessai of Margao under registration No. 2286 dated 29th April 2013.

11. SMT. NALINI RAMAKANT MAHAMBARE, wife of Mr.Ramakant Vaikunth Mahambare, aged about 82 years, house hold, resident of room No.12, Gore Gorkar Wadi, H.G.road, Gramdevi, Mumbai, 400007 duly represented in this deed by MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR, son of Late Shri. Madhav Revankar, aged about 43 years, married, businessman, resident of house No.773, near Yashodhan hospital, Aquem, Margao, Salcete, Goa, by virtue of Power of Attorney dated 2nd May 2013 executed before the Notary Virendra Kumar P.Dessai of Margao under registration No. 2367 dated 4th May 2013.

12. SMT. SAMIDHA SHAM SHETYE, wife of Mr. Sham Manohar Shetye, aged about 54 years, married, occupation service,and her husband,

13. MR. SHAM MANOHAR SHETYE, son of Mr. Manohar Shetye, aged about 57 years, married, occupation businessman, both residents of 702, Omkar Co-operative Housing Society Ltd., T.J. road, Grant road, Mumbai, 400007,

14. SMT. ASAWARI VISHWAS JOSHI, wife of Mr. Vishwas ShriKrishna Joshi, aged about 50 years, married, occupation service, and her husband,

15. MR. VISHWAS SHRI KRISHNA JOSHI, son of Mr. Shri Krishna Joshi, aged about 54 years, married, occupation businessman, both residents of 19, Mukund Mansion, Ranade road, Dadar West, Mumbai, 400028,

16. SMT. KETKI RAJENDRA TENDULKAR, wife of Mr. Rajendra Dattaram Tendulkar, aged about 50 years, married, occupation housewife, and her husband,

17. MR. RAJENDRA DATTARAM TENDULKAR, son of Mr. Dattaram Tendulkar, aged about 55 years, married, occupation service, both residents of G/5, New Nehal apartment, Babasaheb Joshi road, behind Old Post office, Dombivalli East, Mumbai 421201, duly represented in this deed by MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR, son of Late Shri. Madhav Revankar, aged about 43 years, married, businessman, resident of house No.773, near Yashodhan hospital, Aquem, Margao, Salcete, Goa, by virtue of Power of Attorney dated 24th January 2014 executed before the Notary Virendra Kumar P.Dessai of Margao under registration No.337,

18. SMT. RAJASHRI YESHWANT MORDEKAR, widow of late Yeshwant S.Mordekar, aged about 54 years, married, engaged in business,

19. MR. OMKAR YESHWANT MORDEKAR, son of late Yeshwant S.Mordekar, aged 23 years, student, both residents of P.O.Talwade, Jadhavvadi, Taluka Sawantwadi, District Sindhudurga, Maharashtra,

20. MR. JAYWANT SAKHARAM MORDEKAR, son of late Sakharam Mordekar, aged about 72 years, married, retired, and his wife,

21. MRS.JAYASHRI JAYWANT MORDEKAR, wife of Mr. Jaywant S.Mordekar, aged about 63 years, house wife, both residents of block No.38, Sapta Sagar building, B.K.road, Vengurla, Sindhudurga, Maharashtra,

22. MR. DATTARAM SAKHARAM MORDEKAR, son of late Sakharam Mordekar, aged about 66 years, married, retired, and his wife,
23. MRS. DHANASHRI DATTARAM MORDEKAR, wife of Mr. Dattaram S.Mordekar, aged about 60 years, house wife, both residents of flat No.104, building No.A-8, Runwal Plaza, Kores road, Vartak Nagar, Thane West, Mumbai, Maharashtra 400606,
24. MRS. MADHAVI DINESH PRABHOO, daughter of late Sakharam Mordekar, aged about 71 years, house wife, and her husband,
25. MR. DINESH MANOHAR PRABHOO, son of late Manohar Prabhu, aged about 75 years, retired, both residents of 404, Swaralala apartments, behind Devdhar hospital, near Ice Factory, Naupada, Thane West, Mumbai, Maharashtra, 400602,
26. MR. PANDURANG SHRIPAD GOLE, son of late Shripad Gole, aged about 82 years, retired, widower, resident of flat No.3, Dr.Borge building, near Municipal garden, Vasco Da Gama, Goa,
27. MRS. POORNIMA PARSHURAM KAMAT, daughter of Mr. Pandurang S.Gole, aged about 46 years, house wife, and her husband,
28. MR. PARSHURAM SONBA KAMAT, son of Mr. Sonba Kamat, aged about 50 years, married, businessman, both residents of flat No.2, Lotus Apartments, Dr.F.L.Gomes road, Vasco Da Gama, Goa, duly represented by Mr. Poornima P.Kamat by virtue of Power of Attorney dated 22nd April 2013, registered under No.19078/ 13 executed before the Notary Mrs. Vidhya Shet of Vasco Da Gama, Goa,
29. MR. VALLABH PANDURANG GOLE, son of Mr. Pandurang S.Gole, aged about 48 years, unmarried, businessman, resident of flat No.3, Dr.Borge building, near Municipal garden, Vasco Da Gama, Goa,
30. MRS. MANISHA alias MRS. AMRUTA RAKESH CHITTAL, daughter of Mr. Pandurang S.Gole, aged about 42 years, house wife, and her husband,
31. MR. RAKESH MOHAN CHITTAL, son of Mr. Mohan Chittal, aged about 45 years, engaged in service, resident of Bina, Vasco Da Gama, Goa,

32. MRS. SUSHILABAI NARAYAN MORDEKAR, widow of late Narayan Mordekar, aged about 90 years, house wife, resident of Shetye house, near Kundaikar Nagar, Dada Vaidya road, Panjim, Goa, 403001,

33. MR. VITHAL NARAYAN MORDEKAR, son of late Narayan Mordekar, aged about 72 years, retired, and his wife,

34. MRS. VASANTI VITHAL MORDEKAR, aged about 69 years, house wife, both residents of State Bank of India Colony, Alto Santa Cruz, Bambolim, Goa,

35. MR. ARUN NARAYAN MORDEKAR, son of late Narayan Mordekar, aged about 63 years, married, and his wife,

36. MRS. MAMATA ARUN MORDEKAR, aged about 59 years, house wife, both residents of flat No.1, Anubhav Co-operative Housing Society, Sea Breeze, Plot No. 96, behind Pillai International School, near Pepsi ground, Gorai 2, Borivali West, Mumbai, 91,

37. MRS. SUMAN SHRIPAD DHOND, wife of Mr. Shripad Ramchandra Dhond, aged about 69 years, house wife, and her husband,

38. MR. SHRIPAD RAMCHANDRA DHOND, son of late Ramchandra Dhond, aged about 73 years, married, occupation businessman, both residents of house No.DUG-2, La Campala Housing Co-operative Society Ltd., Miramar, Panjim, Goa,

39. MRS. SUDHA PANDURANG SHETYE, wife of Mr. Pandurang Shantaram Shetye, aged about 67 years, occupation housewife, and her husband,

40. MR. PANDURANG SHANTARAM SHETYE, son of late Shantaram Shetye, aged about 72 years, occupation businessman, both residents of house No. 328/23, Mayem, Bharwadi, near Mayem Lake, Bicholim, Goa, 403504, all duly represented in this deed by MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR, son of Late Shri. Madhav Revankar, aged about 40 years, married, businessman, resident of house No.773, near Yashodhan hospital, Aquem, Margao, Salcete, Goa, by virtue of Power of Attorney dated 23rd April 2013 duly executed before the Notary Virendra Kumar P.Dessai of Margao under registration No. 2151, and shall herein after collectively be

referred to as the OWNERS (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, successors, legal representatives, executors, administrators and assigns) of the FIRST PART.

41. LOTUS HOUSING & DEVELOPMENT PRIVATE LIMITED, a Company registered under The Indian Companies Act, 1956 having its registered office at 108 /109, First Floor, "*Madhav Chambers*", Malbhat, Margao-Goa duly represented by its Director, MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR, son of Late Shri. Madhav Revankar, aged about 45 years, married, businessman, resident of house No.773, near Yashodhan hospital, Aquem, Margao, Salcete, Goa, shall herein after be referred to as the "**DEVELOPER / VENDOR**" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include all its Directors for the time being in force, its successors, agents, administrators, executors and assigns) of the SECOND PART –

3. MR. _____, son of Mr. _____, aged _____ years, married, occupation _____, holding PAN card bearing No. _____, and his wife,

4. MRS. _____, daughter of Mr. _____, aged about _____ years, occupation _____, holding PAN card bearing No. _____, both residents of

_____ and shall herein after be referred to as the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, successors, legal representatives, executors, administrators and assigns) of the THIRD PART.

All the parties to this Agreement are Indian Nationals.

Whereas there exists a landed property denominated as 'Aforamento' or 'Tavorilem', situated in Ward Largo dos quarteis now known as Largo do Conselheiro Glahardo, of Village and Parish of Margao, described under Number 19697 of Book No.50 in the Land Registration office of Judicial Division at Salcete, presently surveyed under Chalta

No.25, P.T. Sheet No.216 of Book No.19 of City Survey Margao, totally admeasuring 2692.00 Sq. Mts. and bounded on the East by plot of Comunidade, on the West by a separation edge of half soil of the property of the same name, reserved by Agostinho Jose da Oliveira Peasodo and wife, on the North by soil of the same name Mucunda Poioido and on the South by soil of the same name Sori or Choro (Please incorporate the actual boundries on site today) and the same shall herein after be referred to as the SAID PLOT for the sake of brevity.

WHEREAS the said plot originally belonged to Satiabamabai Mordekar & fly whose name stands recorded in the Land Registration records with respect to the said property under Number 19697 of Book No.50.

WHEREAS upon the death of late Smt. Satiabamabai Mordekar an Inventory Proceedings bearing No. 140/2000 (old) and 9/2003/F (new) was held in the Court of Civil Judge, Junior Division at Margao and the afore said all the owners have been declared to be the lawful owners of the said plot by virtue of final chart of Partition and allotment of assets held in the said Inventory Proceedings.

WHEREAS subsequently by executing Memorandum of Understandings / Agreement for Sale cum Development namely:

- a) Memorandum of Understanding dated 18th January 2015 duly executed before the Notary L.M.Gajinker of Bardez, Goa under registration No. 1340 dated 18th January 2015,
- b) Memorandum of Understanding dated 7th April 2015 duly executed before the Notary L.M.Gajinker of Bardez, Goa under registration No. 2021 dated 8th April 2015,
- c) Memorandum of Understanding dated 14th February 2015 duly executed before the Notary L.M.Gajinker of Bardez, Goa under registration No. 1698 dated 15th February 2015,
- d) Agreement for Sale cum Development dated 18th August 2013 duly executed before the Notary Virendra Kumar P.Dessai of Margao, Goa under registration No. 4216 dated 12th August 2013,

e) Agreement for Sale cum Development dated 29th April 2013 duly executed before the Notary Virendra Kumar P.Dessai of Margao, Goa under registration No. 2285 dated 29th April 2013,

f) Memorandum of Understanding dated 25th January 2014 duly executed before the Notary Virendra Kumar P.Dessai of Margao, Goa under registration No. 336 dated 24th January 2014,

g) Memorandum of Understanding dated 2nd May 2013 duly executed before the Notary Virendra Kumar P.Dessai of Margao, Goa under registration No. 2366 dated 4th May 2013,

h) Memorandum of Understanding dated 25th January 2014 duly executed before the Notary Virendra Kumar P.Dessai of Margao, Goa under registration No. 339 dated 24th January 2014,

i) Memorandum of Understanding dated 6th October 2014 duly executed before the Notary L.M.Gajinker of Bardez, Goa under registration No. 999/14 dated 25/11/2014,

j) Memorandum of Understanding dated 2nd March 2015 duly executed before the Notary L.M.Gajinker of Bardez, Goa under registration No.1870 dated 26th March 2015,

the above named all the co-owners of the said plot have entrusted the work of developing the said plot to the DEVELOPER by carrying out construction of a residential cum Commercial building complex over the said plot comprising of block A, whereby some of the above named co - owners have agreed to accept monetary consideration and few have agreed to accept the same partly in terms of money and partly in kind in the form of certain built up premises in the said building and the DEVELOPER is entitled to dispose off the remaining premises so constructed thereon to the Prospective Purchasers on the basis of Power of Attornies executed by the above named all the co - owners in his favour.

NOC from the Department of Health bearing No:UHCM/NOC/15-16/375 dated: 30/06/2015 respectively,

Technical approval from the South Goa Planning and Development Authority bearing No.SGPDA/P/5559/514/15-16 dated: 18/06/2015 and have decided to name the same as **Lotus Triumph** with the consent of the owners of the said plot.

AND WHEREAS pending such construction work, the PROSPECTIVE PURCHASER has approached the DEVELOPER for the purpose of constructing and selling to them a FLAT / SHOP / OFFICE / GARAGE / GODOWN in BUILDING _____ bearing NO. _____ located on the _____ FLOOR in the said building having a super built up area of _____ Sq.Mts., in the proposed building complex over the said property together with the proportionate undivided right in the said plot and herein after referred to as the SAID PREMISES for a total consideration of Rs. _____ which includes the cost of the construction of the said premises and the value of the proportionate undivided share of land in the said plot and is described more particularly in SCHEDULE I I mentioned herein below.

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:

1. The DEVELOPER shall under normal conditions and subject to the payments to be made by the PROSPECTIVE PURCHASERS strictly as enumerated in SCHEDULE I I I herein below shall construct and complete the said premises as per the sanctioned building plans on the said property and as per the specifications detailed in SCHEDULE I V here under seen and approved by the PROSPECTIVE PURCHASERS with such variations in the said plans and specifications as the DEVELOPER may consider necessary or as may be required by the concerned authorities.
2. The PROSPECTIVE PURCHASERS hereby expressly consents to all such variations and further agrees that they shall not be entitled to or demand any compensation or reduction in the price of the said premises by reason of such variations provided however that the total super built up area of the said premises agreed to be constructed and sold to the PROSPECTIVE PURCHASER shall not be reduced by reason of such variations.

3. The PROSPECTIVE PURCHASERS agree that all the terms and conditions contained in the development permission, construction licence etc., sanctioning the building plans shall be binding upon the PROSPECTIVE PURCHASERS and they shall not raise any objection whatsoever in respect of or with regard to any of the said building plans or in respect of the rights and privileges conferred upon the DEVELOPER under this agreement.

4. The PROSPECTIVE PURCHASERS hereby agrees to purchase the said premises in the said proposed building complex in the said property comprising a super built up area of _____ Sq. Mts. which shall be constructed as per the specifications detailed in SCHEDULE I V herein below for a total consideration amount of Rs. _____ which is its fair market value.

5. The entire consideration amount referred to herein above shall be paid in the manner specified in SCHEDULE I I I herein below and shall form an integral part of this agreement and the stipulated events for making payments shall be considered to be the essence of this agreement and it is expressly agreed by the PROSPECTIVE PURCHASERS that the DEVELOPERS are not bound to give any notice requiring such payment and shall not be an excuse for non payment or delayed payment of any amount or amounts on their respective dates and it shall be sole obligation of the PROSPECTIVE PURCHASERS to remain acquainted with the completion of stages of construction and release timely payment.

6. The PROSPECTIVE PURCHASERS hereby agrees to pay all the amounts payable under the terms of this agreement as and when they become due and payable strictly as per SCHEDULE I I I mentioned herein below, time for payment of each of such instalments being the essence of the Agreement. It is expressly agreed that the DEVELOPERS are not bound to give any notice requiring such payment and shall not be an excuse for non payment or delayed payment for any amount or amounts on their respective dates and failure on the part of the PROSPECTIVE PURCHASERS to pay any amount due and payable under this agreement as per SCHEDULE I I I shall entitle the DEVELOPER to terminate this agreement.

7. In the event of the DEVELOPERS terminating this agreement, the earnest money paid by the PROSPECTIVE PURCHASERS mentioned under clause (a) in SCHEDULE I I I shall stand forfeited. The DEVELOPER shall however upon such termination refund to the PROSPECTIVE PURCHASERS the other instalments of consideration if any already paid as per SCHEDULE I I I up to such termination, however the DEVELOPER shall not be liable to pay any interest or damages on such amounts that will be refunded.

8. On the DEVELOPERS terminating this agreement they shall be at liberty to sell off the said premises to any other person as they may deem fit and at such price as the DEVELOPERS may determine and the PROSPECTIVE PURCHASERS shall not be entitled to question such sale or to claim any amount from the DEVELOPERS.

9. The DEVELOPERS shall have a first lien and paramount charge on the said premises agreed to be purchased by the PROSPECTIVE PURCHASERS in respect of any amount payable by the PROSPECTIVE PURCHASER under the terms and conditions of this agreement.

10. Without prejudice to the DEVELOPERS other rights under this agreement and / or in law, the DEVELOPER at their sole discretion may allow the PROSPECTIVE PURCHASERS to pay the delayed instalment with interest @ the rate of 5 % per month on the delayed instalment / s and consequently the period of construction shall stand extended accordingly.

11. Possession of the said premises shall be delivered to the PROSPECTIVE PURCHASERS after the said premises is ready for occupation by duly notifying them provided all the amounts due and payable by the PROSPECTIVE PURCHASERS as per the present agreement are paid to the DEVELOPERS. The issuance of the occupancy certificate or completion certificate shall be the conclusive proof of such completion.

12. It shall be the sole discretion of the DEVELOPERS whether to execute independent Sale Deeds in respect of the premises purchased by the prospective purchasers or to

execute a single Conveyance deed in favour of the society or any other legal entity that shall be so formed.

13. The PROSPECTIVE PURCHASERS shall take the delivery of the said premises on payment of the afore said amounts within a period of 15 days of the DEVELOPER giving written notice to the PROSPECTIVE PURCHASERS intimating that the said premises is ready for occupation.

14. Subject to the PROSPECTIVE PURCHASERS making the full payments of the amounts due and payable by them under this agreement and subject to "Force Majeure" the said premises shall be delivered by the DEVELOPER to the PROSPECTIVE PURCHASERS on or before expiry of EIGHTY FOUR MONTHS from the date of execution of this agreement. The DEVELOPERS shall not incur any liability if they are unable to deliver possession of the said premises by the date afore said if the completion of the said premises is delayed by reason of non-availability of vital construction materials or electric power or water supply or by reason of labour unrest, war, civil commotion or any act of God or if the non-delivery of possession is as a result of any notice, order, rule or notification of the Government or Panchayat or a Court of Law or Tribunal on account of the Government not granting any permissions, licences, certificates, NOC's and other requirements or for any reason whatsoever or on account of any circumstances beyond the control of the DEVELOPERS or for any other unavoidable, unforeseen or inevitable circumstances which would include delay on account of non-renewal / non grant of building plans, construction licence or the occupancy certificate by the authorities concerned despite application thereof being duly made by the DEVELOPERS.

15. The PROSPECTIVE PURCHASERS shall use the said premises strictly for residential / commercial / storage of unhazardous goods / parking of vehicle purpose and shall observe utmost care to see to it that the other people residing in the said complex are not disturbed by any activities carried on by them neither that they are spreading any kind of noise or smoke pollution.

16. Commencing a week after notice is given by the DEVELOPERS to the PROSPECTIVE PURCHASERS that the said premises is ready for use and occupation,

the PROSPECTIVE PURCHASERS shall be liable to bear and pay all taxes and charges for electricity and other services and outgoings payable in respect of the said premises.

17. The PROSPECTIVE PURCHASERS shall maintain the front, rear and side elevations of the said premises and the proposed building in the same form as was constructed by the DEVELOPERS and shall not at any time alter the said elevations in any manner.

18. The PROSPECTIVE PURCHASERS have satisfied themselves with the specifications of the said premises and amenities to be provided therein, as per SCHEDULE I V herein below and under no circumstances such specifications shall be varied, changed or altered at the request of the PROSPECTIVE PURCHASERS and it shall be totally discretionary upon the DEVELOPERS to carry out such additional changes or not at the additional cost paid by the PROSPECTIVE PURCHASERS

19. The PROSPECTIVE PURCHASERS shall from the date of possession maintain the said premises at their costs in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said premises or the staircase and common passages, common areas, compound or stilt parking lots of the purchasers of other premises in the said building which may be against the rules or bye laws of any concerned authority and in the event of breach of any of these conditions the PROSPECTIVE PURCHASERS shall be solely responsible for such breach.

20. Provided it does not in any way effect or prejudice the rights of the PROSPECTIVE PURCHASERS in respect of the said premises the DEVELOPERS shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in the said property and / or in the said building to be constructed thereon including allotment of parking lots to any person of his choice except the one allotted to the PROSPECTIVE PURCHASERS herein .

21. The PROSPECTIVE PURCHASERS shall have no claims whatsoever, except in respect of the said premises hereby agreed to be acquired and the proportionate undivided right in the land underneath the said premises.

22. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or the land appurtenant to the said premises or any part thereof or of the said building thereon or any part thereof.

23. The PROSPECTIVE PURCHASERS shall not let, sub let, sell, transfer, assign, or part with his / her interest under this agreement until he / she obtains previous consent in writing from the DEVELOPERS.

24. Any act of the PROSPECTIVE PURCHASERS of indulging in any such activities of parting with his / her interest in the present agreement without obtaining the consent of the DEVELOPERS shall automatically terminate the present agreement and the DEVELOPERS shall be entitled to dispose off the said premises to any other person of his choice and it shall be the sole discretion of the DEVELOPERS whether to give such consent or not.

25. If any levy or taxes is or are charged or levied or sought to be recovered by the Municipality, Government or any other Public Authority in respect of the said building and / or the said premises, the same shall be borne and paid by the PROSPECTIVE PURCHASERS as per their proportionate share.

26. Deposits payable to the Water and Electricity Departments for the purpose of obtaining water connection and electricity connection shall be paid by the PROSPECTIVE PURCHASERS and shall be paid to the DEVELOPERS as and when demanded by them including deposits for water and electricity meter and in the event common meters are obtained for the proposed building the PROSPECTIVE PURCHASERS shall bear such portion of the deposits as intimated by the DEVELOPERS.

27. The PROSPECTIVE PURCHASERS hereby expressly agrees that in the event of any amount by way of premium or security deposit becoming payable to the Panchayat or any Government Authority either for development / betterment charges or any other tax or payment of similar nature becoming payable, the same shall be paid by the PROSPECTIVE PURCHASERS to the DEVELOPERS in proportion to the area of the said premises agreed to be purchased by the PROSPECTIVE PURCHASERS before taking possession of the said premises or even after taking its possession.

28. Any taxes, charges or out goings levied by the competent authorities exclusively pertaining to the said FLAT / SHOP / OFFICE / GARAGE / GODOWN or the entire building as a whole including INFRASTRUCTURE TAX / HOUSE TAX / SERVICE TAX, CESS / VAT or any other taxes as and when applicable shall be borne and paid by the PROSPECTIVE PURCHASERS irrespective whether they have taken the possession of the said premises or not.

29. The PROSPECTIVE PURCHASERS shall join the Co-operative society or any other legal entity that may be formed by the purchasers of the various premises in the said building complex and shall pay all fees, shares etc. that may be payable on account of formation, registration and membership of such society or legal entity and in the event of non formation of a society, the PROSPECTIVE PURCHASERS undertakes to contribute the regular maintainance fees required for the purpose of maintaining the cleanliness, common lighting, watchman, sweeper charges etc. from time to time.

30. The DEVELOPERS shall carry out the day to day maintainance of the whole complex i.e. complete maintainance of open spaces, garden, public electrical lightings, day to day cleanliness and maintainance of the whole complex till formation of the housing society or association by the purchasers of various premises in the said building complex. In order to maintain the said complex, the PROSPECTIVE PURCHASERS shall deposit a sum of Rs. _____ with the DEVELOPERS at the time of taking over the delivery of the said premises which amount shall be used and utilized for such maintainance. On the formation of Housing Society or association balance if any shall be transferred to such society who has to do such maintainance work. In case such deposit amount is exhausted the PROSPECTIVE PURCHASERS shall pay further deposits as demanded by the DEVELOPERS for carrying out such maintainance work.

31. All notices to be served to the PROSPECTIVE PURCHASERS as contemplated in this agreement shall be deemed to have been duly served if the same are sent to the PROSPECTIVE PURCHASERS under certificate of posting at the address first stated in this agreement.

32. If at any time prior to or even after the execution of the Deed of Conveyance / Sale Deed, the floor area ratio at present applicable to the said land is increased, such increase shall accrue to the benefit of the DEVELOPERS alone without any rebate to the PROSPECTIVE PURCHASERS, however the right conferred to the PROSPECTIVE PURCHASERS under this agreement shall not be reduced and the PROSPECTIVE PURCHASERS shall be deemed to have given their consent to such additional construction variation or modification and no separate notice or intimation shall be required to be given to the PROSPECTIVE PURCHASERS and he/she/they shall not obstruct any further construction due to any such increase in the floor area ratio and the DEVELOPER shall be entitled to utilize the passages, .

33. The PROSPECTIVE PURCHASERS have been provided / allotted an independent stilt parking in the said building _____ bearing No. _____ which is meant for the sole and the exclusive benefit of the PROSPECTIVE PURCHASERS herein.

34. It is clearly agreed between the parties that all deeds and agreements including the Conveyance / Sale Deeds to be prepared as per this agreement shall be prepared by the DEVELOPER'S Advocate and all such costs and expenses including stamp duty, registration charges, lawyer's fees incurred for executing the Agreements, Sale Deed or Deed of Conveyance shall be borne by the respective buyer as per his / her / their proportionate share.

35. The PROSPECTIVE PURCHASERS does hereby agree and declare that he / she / they have inspected all the title documents of the said property and have fully satisfied themselves about the authority of the DEVELOPERS to execute this agreement.

36. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the said building fixed for the payments of installments shall be finally decided and /or settled by the DEVELOPER'S Architect of such stage or of final completion and such certificate shall be binding on both the parties.

37. That in case of increase or decrease in the area of the said premises on completion of the construction, the PROSPECTIVE PURCHASERS shall be liable to pay to the DEVELOPERS or entitled for refund from the DEVELOPERS proportionate cost of such increase or decrease in the area.

38. In case any one of the party to this agreement violates any terms and conditions of this agreement the aggrieved party shall be entitled for specific performance of this agreement at their option.

39. The PROSPECTIVE PURCHASERS ensures that he / she / they shall not cause any nuisance, hindrance and / or any health hazards to the occupants of other premises in the proposed building either by throwing out waste, garbage, obnoxious substances outside or around the said premises or building and shall not keep or store anything in the common areas including passages, corridors and staircases, landings and areas below the staircases.

40. The DEVELOPERS shall be at a liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in the said property or in respect of the various other premises that shall be so constructed thereon except the one which forms the subject matter of the present agreement, provided the PROSPECTIVE PURCHASERS duly complies with all the terms of the present agreement and the PROSPECTIVE PURCHASERS shall not raise any kind of objections for the same.

41. It is clarified that this indenture is not a conveyance moreover neither possession is handed over nor assured in this indenture since the said premises is under construction and the same shall be done at a future date as agreed herein above subject to the various conditions stipulated and agreed between the parties.

SCHEDULE I

Whereas there exists a landed property denominated as 'Aforamento' or 'Tavorilem', situated in Ward Largo dos quarteis now known as Largo do Conselheiro Glahardo, of Village and Parish of Margao, described under Number 19697 of Book No.50 in the Land Registration office of Judicial Division at Salcete, presently surveyed under Chalta No.25, P.T. Sheet No.216 of Book No.19 of City Survey Margao, totally admeasuring 2692.00 Sq. Mts. and bounded on the East by plot of Comunidade, on the West by a separation edge of half soil of the property of the same name, reserved by Agostinho Jose da Oliveira Peasodo and wife, on the North by soil of the same name Mucunda Poioido and on the South by soil of the same name Sori or Choro (Please incorporate the actual boundries on site today) and the same shall herein after be referred to as the SAID PLOT for the sake of brevity.

WHEREAS the said plot originally belonged to Satiabamabai Mordekar & fly whose name stands recorded in the Land Registration records with respect to the said property under Number 19697 of Book No.50.

SCHEDULE II

All that FLAT / SHOP / GARAGE / GODOWN bearing No. _____ located in building _____ on the _____ FLOOR, in the said housing complex named as "LOTUS Triumph " having a super built up area of _____ Sq.Mts.,together with the proportionate undivided share of land in the property described in SCHEDULE I herein above and bounded on the East by _____, on the West by _____, on the North by _____ and on the South by _____.

SCHEDULE III

TERMS OF PAYMENT

(Total Consideration amount : Rs. _____)

1. The PROSPECTIVE PURCHASER has already paid a sum of Rs. _____ to the DEVELOPER by cheque bearing No. _____ dated _____ 2012 drawn on _____ Bank _____ branch, the receipt whereof is hereby admitted and acknowledged by the DEVELOPERS.
2. The PROSPECTIVE PURCHASER shall be liable to pay a sum of Rs. _____ upon completion of plinth of building _____.
3. The PROSPECTIVE PURCHASER shall be liable to pay a sum of Rs. upon completion of the first slab of the said building _____.
4. The PROSPECTIVE PURCHASER shall be liable to pay a sum of Rs. _____ upon completion of the second slab of the said building _____.
5. The PROSPECTIVE PURCHASER shall be liable to pay a sum of Rs. _____ upon completion of the third floor / roof slab of the said building _____.

6. The PROSPECTIVE PURCHASER shall be liable to pay a sum of Rs. _____ upon completion of the masonry work of the said premises bearing No. _____ described in SCHEDULE I I .

7. The PROSPECTIVE PURCHASER shall be liable to pay a sum of Rs. _____ upon completion of the internal plastering work of the said premises.

8. The PROSPECTIVE PURCHASER shall be liable to pay a sum of _____ upon completion of the flooring work of the said premises.

9. The PROSPECTIVE PURCHASER shall be liable to pay a sum of Rs. _____ before taking possession of the said premises and upon intimation of occupancy certificate by the DEVELOPERS.

Other miscellaneous charges such as payment of applicable taxes and maintainance fees should be paid in advance before taking possession of the said premises.

SCHEDULE IV

Specifications of the internal fixtures and fittings in the said premises:

1. Structure: R.C.C. frame structure with laterite / brick masonry.
2. Flooring: Vitrified tiles with vitrified tiles skirting.
3. Wood work: Teak wood frame for the main door and all other door frames of Sal / equivalent wood.
Main door: Teak wood paneled or both side veneer flush doors.
Balcony doors: Partly glazed and partly paneled.
Toilet doors and bedroom doors: Marine blockboard flush doors.
4. Paint: All internal walls in plastic emulsion paint and external walls in cement based paint.
5. Kitchenette: Granite platform with stainless sink and ceramic tile dado upto 0.60 M. above platform.

6. Electricals: Concealed electrical copper wiring with modular switches with electrical wiring provided compatible for fitment of telephone, cable television, heater and air conditioning.

7. Toilets: Ceramic tile flooring and dado upto 2.10 M. height. European W.C., wash basin and shower. Rust free internal plumbing.

All sanitary fittings in white / ivory colour and all fixtures of _____ make or equivalent.

8. Water supply: underground sump with overhead tank.

Extra amenities:

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and signatures to this document on the day, date, month, year and place first herein above mentioned in the presence of two witnesses.

SIGNED AND EXECUTED BY THE FIRST PARTY

	<p>For and on behalf of LOTUS HOUSING AND DEVELOPMENT PVT. LTD.</p> <p>_____ (SIDDHARTH alias GAJANAN MADHAV REVANKAR)</p>
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Left-hand finger-prints of SIDDHARTH alias GAJANAN MADHAV REVANKAR

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Right-hand finger-prints of SIDDHARTH alias GAJANAN MADHAV REVANKAR

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SIGNED AND EXECUTED BY THE THIRD PART

	<hr/> <p>(MR. _____)</p>
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Left-hand finger-prints of (MR. _____)

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Right-hand finger-prints of (MR. _____)

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Witnesses:-

Sign:-

Name:-

Address:-

Sign:-

Name:-

Address:-