



गोवा GOA

Sl. No. 966 Place of vendor: MARGAO, Date of issue: 11/3/14

166724

Value of stamp paper: Rs. 500/-

Name of the purchaser: _____

Shop of _____ Residing at _____

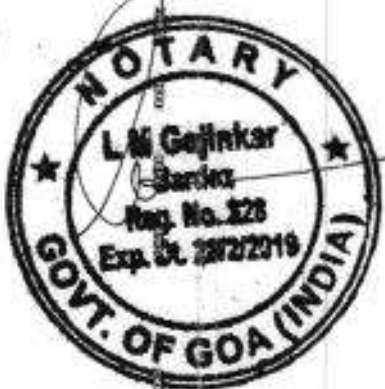
As there is no single stamp paper for the value of Rs. _____

Additional stamp paper for the description of the value is attached herewith.

Licence No. JUD / VEN / LIC / 2005 / AC-I. Dated 07-02-2006

Name of stamp vendor: M.R. DIAS

Signature of Vendor: _____ Signature of Purchase: _____



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made and executed at Porvorim, Goa, on this 18th day of the month of January in the year Two Thousand and Fifteen (18-01 -2015)

P. S. Gles
Ramat *R. Hittal* *Chant* *[Signature]*



- BETWEEN -

1. **SHRI PANDURANG SHRIPAD GOLE**, widower, son of late Shripad Gole, aged 80 years, having Income Tax PAN Card no. BIZPG0835R, retired, Indian National, residing at Flat no 3, Dr Borge Building, Near Municipal Garden, Vasco -da Gama, Goa.
2. **SMT. POORNIMA PARSHURAM. KAMAT**, daughter of Shri. Pandurang S. Gole, aged 45 years, having Income Tax PAN Card no. ADSPP9377N, housewife, Indian National, and her husband,
3. **SHRI. PARSHURAM SONBA KAMAT**, son of Shri. Sonba Kamat, aged 48 years, having Income Tax PAN Card no. ADNPP5624R, businessmen, Indian National, both residing at Flat No. 2, Lotus Apartments, Dr F. L. Gomes Road, Vasco-da Gama, Goa, represented herein by Smt. Poornima P. Kamat by vide Power Of Attorney dated 22/04/2013 registered under no. 19078/13 duly executed before the notary Mrs. Vidya Sher, Vasco -da- Gama.
4. **SHRI. VALLABH PANDURANG GOLE**, unmarried, son of Shri. Pandurang S. Gole, aged 47 years having Income Tax PAN Card no, APTPG8653S, businessmen, Indian National, residing at Flat No. 3 Dr. Borge Building, Near Municipal Garden, Vasco-da Gama, Goa.



P. J. Ek
Kamat

Vidya Sher
Mittal

Shri



5 **SMT MANISHA alias AMRUTA RAKESH CHITTAL**, daughter of Shri Pandurang S. Gole aged 41 years, having Income Tax PAN Card no ASPPC0395P housewife, Indian National, and her husband

6 **SHRI RAKESH MOHAN CHITTAL**, son of Mohan Chittal, aged 44 years, having Income Tax PAN Card no ADWPC0861G, Servicemen, Indian National, residing at Bina, Vasco-da-Gama, 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 -

1. **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 108/09, 1st floor, Madhav Chambers, Malbhar, Margao- Goa, herein represented by its Director **MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR**, son of Late **SHRI. MADHAV REVANKAR**, aged about 42 years, Indian National, married, businessman, residents of

P. S. Gole

Ramesh

Gole
Chittal

Gole







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 **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

P. S. G. /
Ramesh

Arbittal / Amr



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 MEMORANDUM OF UNDERSTANDING 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



P. S. Ch
Ramt
Bere

Rhittal Chaudhary

14



(

)

U.S. GOVERNMENT PRINTING OFFICE



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 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;

P. S. G. R.

Pernat

P. S. G. R.

P. S. G. R.

Chav





C

C

AND WHEREAS due to paucity of funds, 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 **OTHER OWNERS** and the Director of the **DEVELOPER / PURCHASER** Mr. Sidharth alias Gajanan Madhav Revankar had entered into a various Memorandum of Understanding duly executed before the Notary Advocate Virendrakumar Dessai of Margao 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 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.



P. S. Ghosh
Notary Public

Arhittal Chaudhary



AND WHEREAS it has also been represented by the **OWNERS** to the **DEVELOPER / PURCHASER** that they are entitled for 0.2976% 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.

14 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 1,91,678 /- (Rupees One Lakhs Ninety One Thousand, Six Hundred & Seventh Eight Only).



A. S. Lhu
 Ramat
 Bera
 Abhital Anand



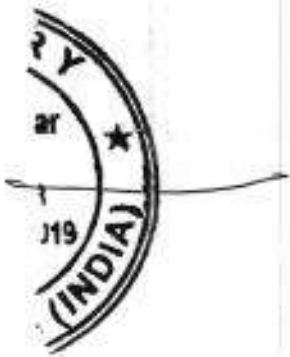
AND WHEREAS the parties hereto have agreed to enter into and execute this MEMORANDUM OF UNDERSTANDING based upon the terms and conditions reduced into writing herein below.

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 4.46426% 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.

The **OWNERS** shall sell or otherwise transfer in favour of the **DEVELOPER / PURCHASER** their entire ideal and undivided 4.46426% share in the SAID PROPERTY, for a total price consideration of **Rs. 72,23,000 /-** (Rupees **Seventy Two Lakh Twenty Three Thousand Only**) It is agreed and understood between the parties that the consideration shall be paid as under

1. **SHRI. PANDURANG SHRIPAD GOLE**



P.S. Gole
 Ramat
 Gole
 Ghittal
 Gh

P.S. Gole
 Ramat
 Gole
 Ghittal
 Gh

Gole



Rs 8,25,000/- (Rupees eight lakh twenty five thousand Only) bearing Cheque no.067830, dated 27/01/2015, drawn on Punjab National Bank, branch Margao- Goa

Rs 8,25,000/- (Rupees eight lakh twenty five thousand Only)bearing cheque no. 067831, dated 15/12/2015, drawn on Punjab National Bank, branch Margao- Goa

Rs 8,25,000/- (Rupees eight lakh twenty five thousand Only) bearing cheque no. 067832, dated 15/06/2016 , drawn on Punjab National Bank, branch Margao- Goa

and Rs 11,36,000/- (Rupees eleven lakh thirty six thousand only) bearing cheque no. 067833, dated 15/12/2016, Drawn on Punjab National Bank, branch Margao- Goa

2. SMT POORNIMA PARSHURAM. KAMAT & SHRI PARSHURAM SONBA KAMAT

Rs 2,75,000/- (Rupees two lakh seventy five Only) bearing Cheque no. 067834, dated 27/01/2015, drawn on Punjab National Bank, branch Margao- Goa

Rs 2,75,000/- (Rupees two lakh seventy five Only) bearing cheque no. 067835, dated 15/12/2015, drawn on Punjab National Bank, branch Margao- Goa

P. S. Kamat

Parshuram

Sonba

Parshuram Kamat

[Signature]





C

C

Rs 2,75,000/- (Rupees two lakh seventy five Only) bearing cheque no. 067836, dated 15/06/2016, drawn on Punjab National Bank, branch Margao- Goa and

Rs 3,79,000/- (Rupees three lakh seventy nine thousand Only) bearing cheque no. 067837, dated 15/12/2016, drawn on Punjab National Bank, branch Margao- Goa

3. SMT. MANISHA alias AMRUTA RAKESH CHITTAL & SHRI RAKESH MOHAN CHITTAL

Rs 2,75,000/- (Rupees two lakh seventy five Only) bearing Cheque no. 067838, dated 27/01/2015, drawn on Punjab National Bank, branch Margao- Goa

Rs 2,75,000/- (Rupees two lakh seventy five Only) bearing cheque no. 067839, dated 15/12/2015, drawn on Punjab National Bank, branch Margao- Goa

Rs 2,75,000/- (Rupees two lakh seventy five Only) bearing cheque no. 067840, dated 15/06/2016, drawn on Punjab National Bank, branch Margao- Goa and

Rs 3,79,000/- (Rupees three lakh seventy nine thousand Only) bearing cheque no. 067841, dated 15/12/2016, drawn on Punjab National Bank, branch Margao- Goa

P. S. Gh
Ramat
Gore
Chittal Amr

(Signature)



C 4



C

4. SHRI. VALLABH PANDURANG GOLE

Rs 2,75000/- (Rupees two lakh seventy five Only) bearing Cheque no. 067842, dated 27/01/2015, drawn on Punjab National Bank, branch Margao- Goa

Rs 2,75,000/- (Rupees two lakh seventy five Only) bearing cheque no. 067843, dated 15/12/2015, drawn on Punjab National Bank, branch Margao- Goa

Rs 2,75,000/- (Rupees two lakh seventy five Only) bearing cheque no. 067844, dated 15/06/2016, drawn on Punjab National Bank, branch Margao- Goa and

Rs 3,79,000/- (Rupees three lakh seventy nine thousand Only) bearing cheque no. 067845, dated 15/12/2016, drawn on Punjab National Bank, branch Margao- Goa

The DEVELOPER / PURCHASER after the execution of the present Memorandum Of Understanding 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.

The OWNERS have today executed this MEMORANDUM OF UNDERSTANDING and have executed a Power of Attorney on 23rd April 2013 which is notarized in the presence of Notary Advocate

P.S. -
Ramesh
Wale
Ghittal
Dhar



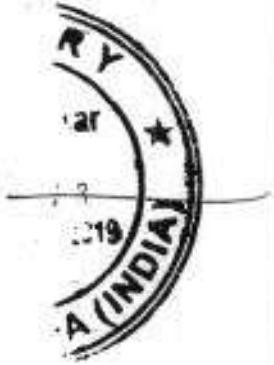



Virendrakumar Dessai of Margao authorizing the DEVELOPER / PURCHASER herein to procure various licences and permissions from the concerned authorities for the purpose of carrying out construction over the said property so also for the purpose of allowing him to dispose off the proportionate share of 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.

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.

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.

P. S. The
 Ramat
 Chela
 Bhittal Amur





NOT
LMG
Reg.
Exp. Dt.
★
GOVT. OF

The OWNERS shall have no right or share in the consideration amounts gained by the DEVELOPER / PURCHASER.

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 MEMORANDUM OF UNDERSTANDING (s) with some other legal heirs of late Smt. Satiabarnabai Mordekar with whom the DEVELOPER / PURCHASER has already entered into separate Memorandum of Understanding(s).

Immediately upon execution of this MEMORANDUM OF UNDERSTANDING, 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 possession of such premises upon

P. S. Ch
 Ramat
 Geole
 Arhittal Mrs



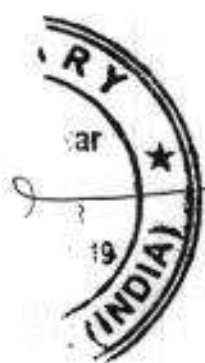


completion of construction thereof, without any liability in respect thereof to the OWNERS.

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. 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.

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.

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.



P. S. Sharma
Rammat
Bank
Prattal *Chaur*



The OWNERS agree and undertake to execute the Deed or Deeds of Conveyance 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.

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.

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.

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



P.S.
 Ramat
 Bole
 R. K. Mittal
 Chuz



C

C

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,



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.

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 4.464% in the said property, and is satisfied that share of 4.464% 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 be responsible for making good such title and the said owners of such 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

P. S. Ch
 Ramat
 2012
 Chittal Chms



NOTA
LM Gaj
Bard
Reg. M.
Exp. Dt. 2
OF C

compensation if so necessary or deemed, from such owners /co- owners of the share.

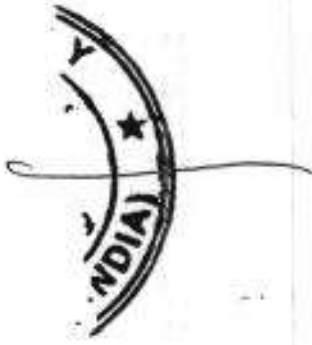
The DEVELOPER / PURCHASER has received and verified all the documents of title pertaining to the SAID PROPERTY, from the OWNERS, and the DEVELOPER / PURCHASER declares that he has verified the same and is satisfied that the title of the OWNERS to the SAID PROPERTY is free, clear, un-encumbered, and marketable.

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.

In case of disputes between the parties hereto arising from the provisions of this MEMORANDUM OF UNDERSTANDING the following procedure shall be adopted by the parties hereto:-

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

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.



P.S. Chak
 Premat
 Chole
 Bhittal Chaur

NOT
LING
BR
REG
EXP. D
GOVT. OF

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 MEMORANDUM OF UNDERSTANDING.

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

Place of Arbitration shall be Margao, Goa.

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.

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

OWNERS	DEVELOPER/PURCHASER
--------	---------------------

P. S. Gh
 Ramas
 Bole
 Arbitral

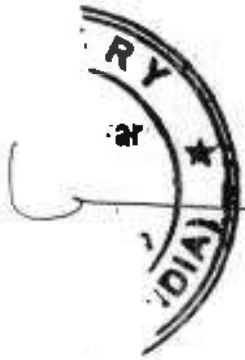





C

C

Shree Pandurang ShripaD Gole & Shri Vallabh Pandurang Gole	M/s. Lotus Housing & Development Pvt. Ltd. Director - Siddharth M, Revankar
Flat no 3, Dr Borge Building, Near Municipal Garden Vasco -da- Gama, Goa	108/09, First Floor, Madhav Chambers, Malbhat, Margao - Goa.
Phone:	Phone: 0832-2702066
Email:	Email: smrevankar@sify.com
Cell No : 9890561900 :	Cell No: 9822156789



Smt. Poornima Parshuram Kamat & Shri Parshuram Sonba Kamat. Flat No. 2, Lotus Apartments, Dr. F. L. Gomes Road, Vasco Da	
---	--

A. S. Kamat
Kamat
Goa
Siddharth
M. Revankar



C

C

Gama Goa	
Phone	
Email: kamatpooja608@gmail.com	
Cellno. 8975279511/9422060905	
Smt. Manisha alias Amruta Rakesh Chittal & Shri rakesh Mohan Chittal, Bina Vasco d agama, Goa.	
Phone NO.	
Email :-	
Cell no.	

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

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

P. S. Shy
Kamat
Boole
Chittal
AMT

(Signature)



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.

It is agreed that any legal heir or heirs of Late Satiabamabai Mordekar makes dispute regarding the Deal, then such a person or persons are liable to pay entire amount paid by the SECOND PARTY together with expenses and interest of 15% p.a from the date of payment.

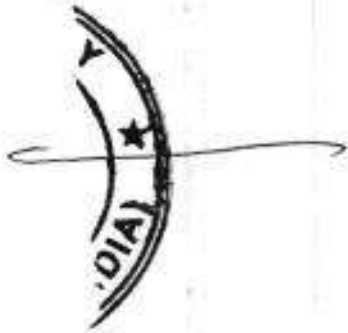
Both the parties shall specifically perform this Memorandum Of Understanding.

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 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

P. S. Gh
 Ramat
 Boie
 Belittal
 Anur

NOT
LNC
B
EXP
GOVT. OF

C

C

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,



IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and signatures to this MEMORANDUM OF UNDERSTANDING on the 18th day of the month of January in the year 2015 and place first herein above mentioned.

P. S. Lm
Ramat
Boie
Arbittal
Amf

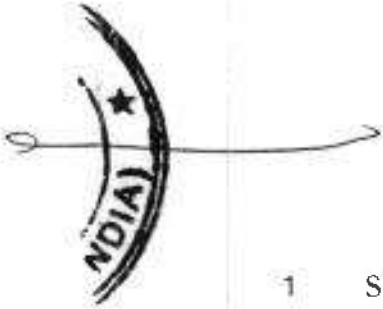
NOTA
LMG
Est
Rep. I
Exp. DL
GOVT. OF I

AL 123

(

)

SIGNED AND DELIVERED by the within named OWNERS



P. S. Gole



1 SHRI PANDURANG SHRIPAD GOLE



Right hand finger impressions of SHRI PANDURANG SHRIPAD GOLE



Left hand finger impressions of SHRI PANDURANG SHRIPAD GOLE

P. S. Gole
Ramab
Wic
Whittal
Ans

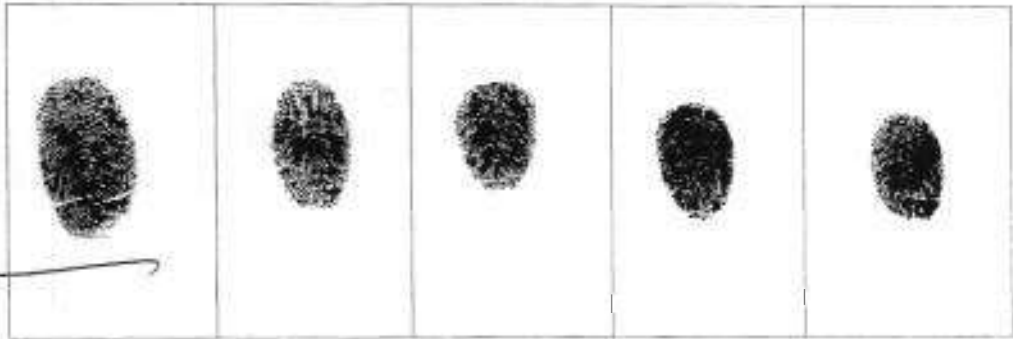
NOTA
★
L M Gaji
Bank
Reg. No.
Exp. Dt. 28
GOVT. OF GO

2 SMT POORNIMA PARSHURAM. KAMAT

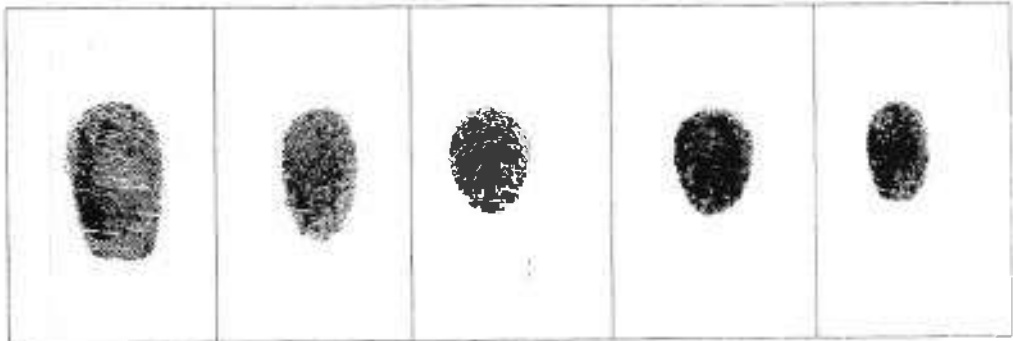


Poornima Kamat

Po



Right hand finger impressions of SMT. POORNIMA
PARSHURAM KAMAT



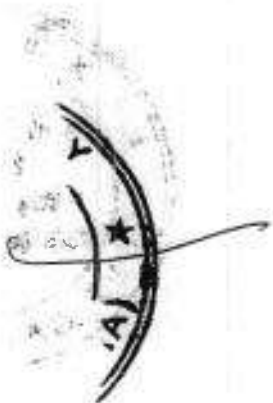
Left hand finger impressions of SMT POORNIMA
PARSHURAM. KAMAT

P. S. Lohar
Poornima Kamat
Bole
Rhittal
Amur

[Handwritten signature]



3. SHRI. PARSHURAM SONBA KAMAT (represented by Power Of Attorney Smt. Poornima P. Kamat)



Parvat



Right hand finger impressions of **PARSHURAM SONBA KAMAT**



Left hand finger impressions of SHRI. **PARSHURAM SONBA KAMAT**

P. S. Kamat

Parvat
Co. Secy
Chittal



(

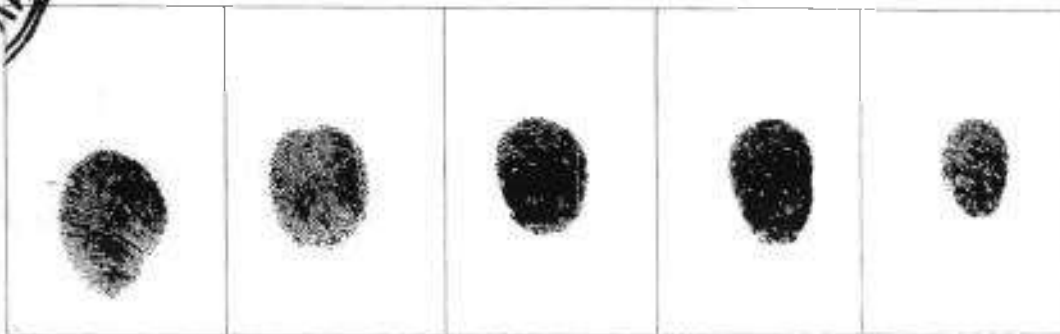
)

4 SHRI. VALLABH PANDURANG GOLE



Gole

27/11/19
(IA)



Right hand finger impressions of SHRI. VALLABH PANDURANG GOLE



Left hand finger impressions of SHRI. VALLABH PANDURANG GOLE

P. S. Gh
Pandur
Gole
Prithal
Ant

Gole

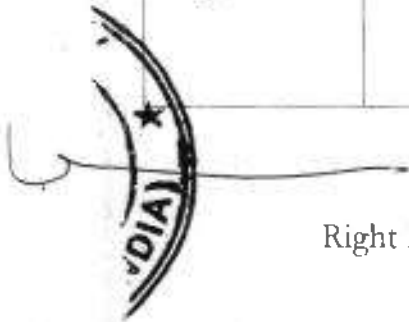


5 SMT. MANISHA alias AMRUTA RAKESH
CHITTAL

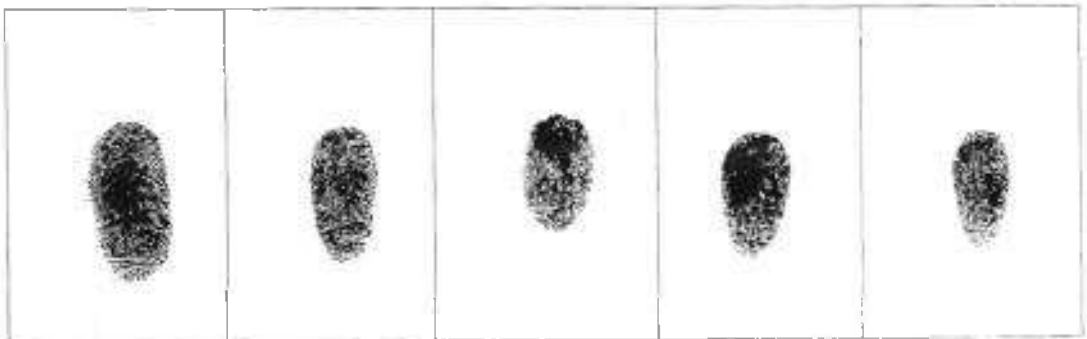


Chittal

M



Right hand finger impressions of SMT MANISHA alias
AMRUTA RAKESH CHITTAL



Left hand finger impressions of SMT MANISHA alias
AMRUTA RAKESH CHITTAL

P. S. Ch

Ramat

Ch

Chittal

MS

A large, stylized handwritten signature in cursive script, possibly reading 'S. Chittal', enclosed in a circle.

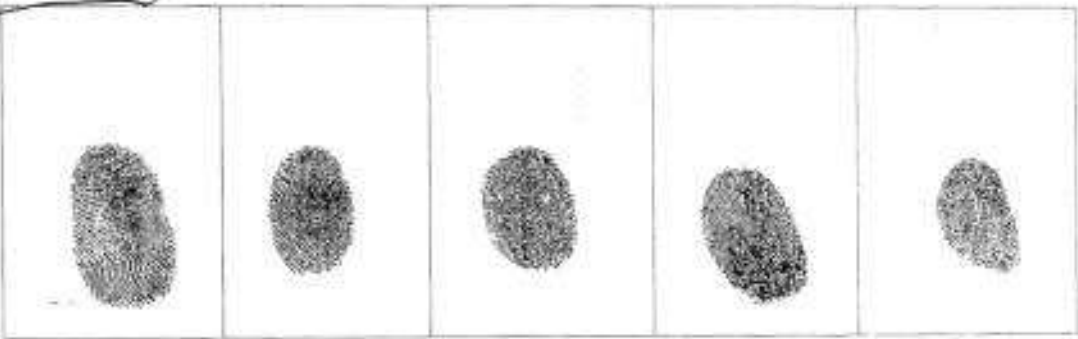


6. SHRI RAKESH MOHAN CHITTAL



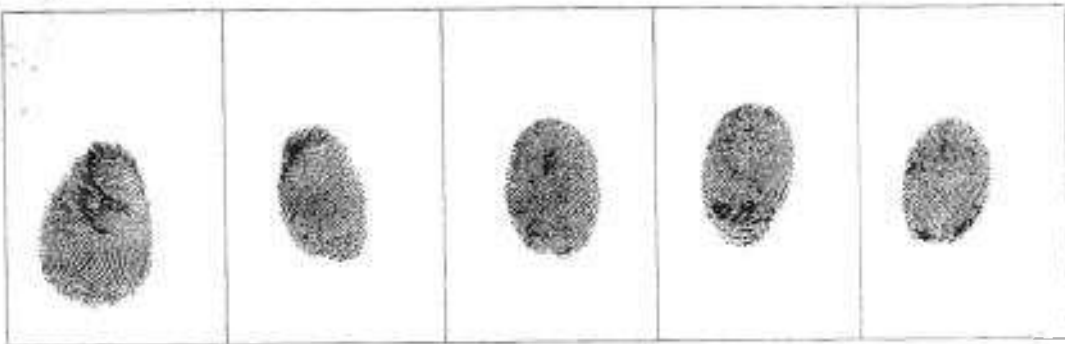
Chittal

*(IA) **



Right hand finger impressions of SHRI RAKESH

MOHAN CHITTAL



Left hand finger impressions of SHRI RAKESH MOHAN CHITTAL

P.S. Chittal
Ramab
Chittal
Chittal

10 22

NOT
LNG
EXP. DE
★
GOVT. OF



SIGNED AND DELIVERED by the within named
DEVELOPER/PURCHASER

[Handwritten signature]

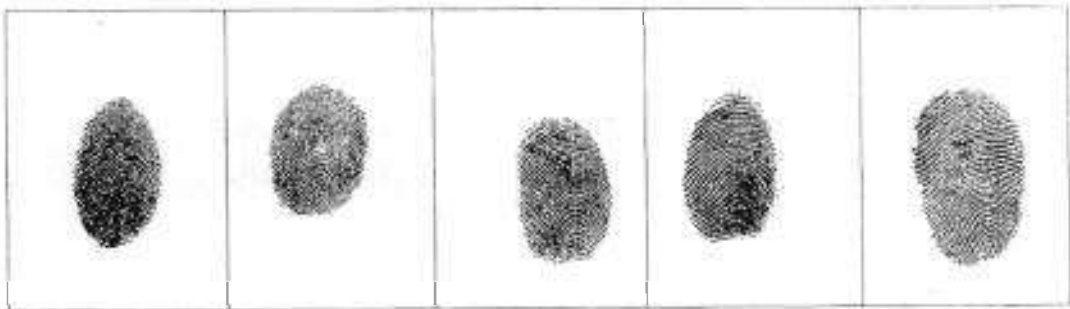
[Handwritten signature]

1. 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

*P.S. The
Ramat
Vale
Bhittal
Amis*

[Handwritten signature]



NOT
L.M.C.
P. B. C.
T. OF

110

C

C

In the Presence of Witnesses:-



1. Name:- _____

Address:- _____

Sign:- _____

2. Name:- _____

Address:- _____

Sign:- _____

P. S. S. S. S.
Rammat

Arshital
Aunt



BEFORE ME

I hereby attest the signature (s)/LHT
of Executing Parties: _____

Who is /are identified by: _____

When I Know Personally. _____

Serial No. 1339/15 Date 18/1/15

L.M. GAIKAR
NOTARY AT BARDEZ
STATE OF GOA-INDIA

- ① Pancharam S. Gole
Vide Pan Card no. - B12PG0835P
- ② Parvina P. Kamat
Vide Pan Card no. - ADSP9372N
- ③ Pancharam S. Kamat
Vide Pan Card no. - ADNPP562AR
- ④ Vallabh P. Gole
Vide Pan Card no. - APTPG8653S
- ⑤ Manisha @ Anvita R. Chittal
Vide Pan Card no. - ASPPC0395P
- ⑥ Rajesh Mohan Chittal
Vide Pan Card no. - ADWPC0861G
and
- ① ^{AD} Lotus Housing & Development Pvt. Ltd.
Vide Pan Card no. - AABCL5302L
Prankiti Director
Shri Siddharth @ Gajanan
M. Revankar.



गोवा GOA

Serial No. 1724 Place of vend : MARGAO. Date 19/12/15

276274

Value of Stamp Paper : 500/-

Name of Purchaser : S.M. Ravankar

Residence : Margao

Purpose :

Stamp Vendor's Sign
R.D. Kere, Margao
Licence No. 8

Signature of Purchaser



MEMORANDUM OF UNDERSTANDING

Mrs. M. D. Prabhu

(Signature) Prabhu

(Signature)



Faint, illegible text in the center of the page, possibly bleed-through from the reverse side.

This memorandum of understanding is made and executed at Porvorim, Goa, on this 07th day of the month of April in the year Two Thousand and Fifteen (07 -04 -2015).

- BETWEEN -



1. **SMT. MADHAVI DINESH PRABHOO**, daughter of late. Sakharam Mordekar, aged 69 years, having Income Tax PAN Card no AHTPP1548E, housewife, Indian National, and her husband,

2. **SHRI. DINESH MANOHAR PRABHOO**, son of late. Manohar Prabhoo, aged 75 years, having Income Tax PAN Card no AATPP9402G, retired, Indian National, both residing at 404, Swaralila Apartments, Behind Devdhar Hospital, Near Ice Factory, Naupada, Thane (West), Mumbai, Maharashtra, 400 602

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 -

Mrs. M. D. Prabhoo
Prabhoo





1. 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 108/09, 1st floor, Madhav Chambers, Malbhat, Margao- Goa, herein represented by its Director **MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR**, son of Late SHRI MADHAV REVANKAR, aged about 42 years, Indian National, married, businessman, 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 **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,

M/s. M. D. Prabhu



(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,



Mrs. M. D. Prabhu





- (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 MEMORANDUM OF UNDERSTANDING 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



Mrs. M.D. Prabhu.






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 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 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;




Mrs. M. D. Prabhoo

Prabhoo



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, 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 **OTHER OWNERS** and the Director of the **DEVELOPER / PURCHASER** Mr. Sidharth alias Gajanan Madhav Revankar had entered into a various Memorandum of Understanding duly executed before

Mrs. M. D. Prabhu



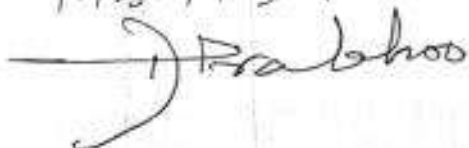
the Notary Advocate Virendrakumar Dessai of Margao wherein it was been decided by the parties aforesaid that Mr. Sidharth alias Gajanan Madhav Revankar, Director of the **DEVELOPER / PURCHASER** shall pay a sum of Rs. 1,61,01,000/- (Rupees One Crore Sixty One Lakhs One Thousand Only) as owelty money for the purpose of depositing the same in the Court for 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 0.2976% 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.

14 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



Mrs. M. D. Prabhu




NOT
LMG
Reg
Exp. Dt
OUT. OF

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. Satiamabai 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 1,91,678 /- (Rupees One Lakhs Ninety One Thousand, Six Hundred & Seventh Eight Only).

AND WHEREAS the parties hereto have agreed to enter into and execute this MEMORANDUM OF UNDERSTANDING 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 4.46426% 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.



Mrs. M. D. Prashant

→ Prashant





The OWNERS shall sell or otherwise transfer in favour of the DEVELOPER / PURCHASER their entire ideal and undivided 4.46426% share in the SAID PROPERTY, for a total price consideration of Rs. 72,88,900 /- (Rupees Seventy Two Lakh Eighty Eight Thousand Nine Hundred Only). It is agreed and understood between the parties that the consideration shall be paid as under

SMT. MADHAVI DINESH PRABHOO &
SHRI. DINESH MANOHAR PRABHOO

Rs. 10,00,000 /- (Rupees Ten Lakh Only) bearing Cheque no. 772374, dated 28/04/2015, drawn on Punjab National Bank, branch Margao- Goa.

Rs. 10,00,000 /- (Rupees Ten Lakh Only), bearing cheque no. 772375, dated 28/05/2015, drawn on Punjab National Bank, branch Margao- Goa.

Rs. 10,00,000 /- (Rupees Ten Lakh Only) bearing cheque no. 772376, dated 28/07/2015, drawn on Punjab National Bank, branch Margao- Goa

Rs. 10,00,000 /- (Rupees Ten Lakh Only) bearing cheque no. 772377, dated 28/08/2015, drawn on Punjab National Bank, branch Margao- Goa



Mrs. M. D. Prabho

→ Prabho





Rs.13,00,000/- (Rupees Thirteen Lakh Only) bearing cheque no. 772378 dated 15/09/2015 , drawn on Punjab National Bank, branch Margao- Goa

Rs.10,00,000 /- (Rupees Ten Lakh Only),bearing cheque no. 772379, dated 15/06/2016, drawn on Punjab National Bank, branch Margao- Goa.

Rs.9,88,900/- (Rupees Nine Lakh Eighty Eight Thousand Nine Hundred Only) bearing cheque no. 772380, dated 15/10/2016 , drawn on Punjab National Bank, branch Margao- Goa



The DEVELOPER / PURCHASER after the execution of the present Memorandum Of Understanding 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.

The OWNERS have today executed this MEMORANDUM OF UNDERSTANDING and have executed a Power of Attorney on 23rd April 2013 which is notarized in the presence of Notary Advocate Virendrakumar Dessai of Margao authorizing the DEVELOPER / PURCHASER herein to procure various licences and permissions from the concerned authorities for the purpose of carrying out construction over the said

Mrs. M. D. Prabhu



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.

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.

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.

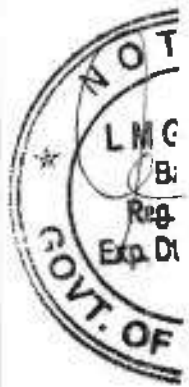
The OWNERS shall have no right or share in the consideration amounts gained by the DEVELOPER / PURCHASER.

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



Mrs. M. D. Prabhu.



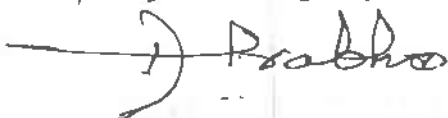
the concerned authorities for commencing the construction work and after signing / executing separate MEMORANDUM OF UNDERSTANDING (s) with some other legal heirs of late Smt. Satiabamabai Mordekar with whom the DEVELOPER / PURCHASER has already entered into separate Memorandum of Understanding(s).

Immediately upon execution of this MEMORANDUM OF UNDERSTANDING , 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 possession of such premises upon completion of construction thereof, without any liability in respect thereof to the OWNERS.

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. It is hereby provided that the OWNERS shall not be responsible and / or liable



Mrs M. D. Prashin





NOT
LMG
Reg-1
Exp. Dt.
CVT. OF C

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.

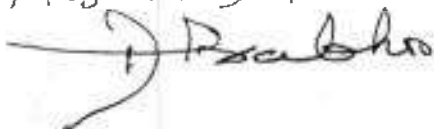
It is hereby expressly provided that the DEVELOPER / PURCHASER shall be entitled to create charge / mortgage / encumber or offer as security for any loan, the premises of DEVELOPER / PURCHASER's entitlement along with proportionate share in the SAID PROPERTY; provided that the OWNERS shall in no event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

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.

The OWNERS agree and undertake to execute the Deed or Deeds of Conveyance 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.



Mrs. M. D. Prashu







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.

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.

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.

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



Mrs. M. D. Prashu





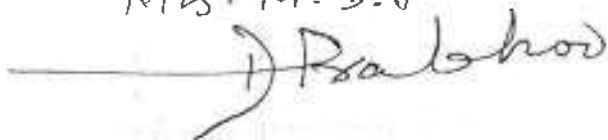
project then they shall do so at the instance of the DEVELOPER / PURCHASER without causing any delay after seeking legal opinion from the advocate of the choice of the OWNERS.

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 4.464% in the said property, and is satisfied that share of 4.464% 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 be responsible for making good such title and the said owners of such 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 owners /co- owners of the share.

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.



Mrs. M. D. Prabhu.





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.

In case of disputes between the parties hereto arising from the provisions of this MEMORANDUM OF UNDERSTANDING the following procedure shall be adopted by the parties hereto:-

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

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.

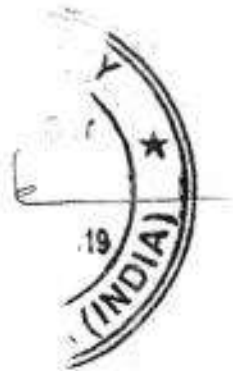
In the event parties fail to resolve such dispute, the same shall be settled by an Arbitrator to be appointed mutually by both the parties, whose decision shall be binding on all the parties to this MEMORANDUM OF UNDERSTANDING.

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

Place of Arbitration shall be Margao, Goa.



Mrs. M. D. Prabhu.



OTA
L M Gaj
Bar
Reg. Nr
Exp. Dt. 2
T. OF G

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.

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



OWNERS	DEVELOPER/PURCHASER
<p>SMT. MADHAVI DINESH PRABHOO, SHRI DINESH MANOHAR PRABHOO</p> <p>residing at 404, Swaralila Apartments, Behind Devdhar Hospital, Near Ice Factory, Naupada, Thane (West), Mumbai, Maharashtra, 400 602</p>	<p>M/s. Lotus Housing & Development Pvt. Ltd.</p> <p>Director - Siddharth M. Revankar</p> <p>108/09, First Floor, Madhav Chambers, Malbhat, Margao - Goa.</p>
<p>Phone:</p>	<p>Phone: 0832-2702066</p>

Mrs. M. D. Prabhu.

Prabhu



Email:dineshprabhoo@gmail.com	Email: smrevankar@sify.com
Cell No : 9869573041	Cell No: 9822156789

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



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.

It is agreed that any legal heir or heirs of Late Satiabamabai Mordekar makes dispute regarding the Deal, then such a person or persons are liable to pay entire amount paid by

Mrs. M. D. Prabhoo



the SECOND PARTY together with expenses and interest of 15% p.a from the date of payment.

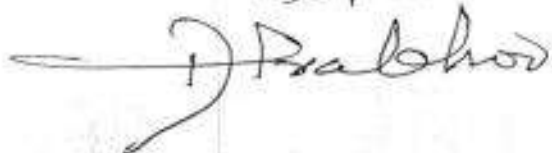
Both the parties shall specifically perform this Memorandum Of Understanding.

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 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



MRS. M. D. Prabhu




NOT
LM
Re
Exp
★
GOVT. OF

Poioido,

On the South : By soil of the same name Sorri or Choro.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and signatures to this MEMORANDUM OF UNDERSTANDING on the 07th day, of the month of April in the year 2015, and place first herein above mentioned.

Mrs. M. D. Prabhu

 Prabhu





SIGNED AND DELIEVERED by the within named OWNERS

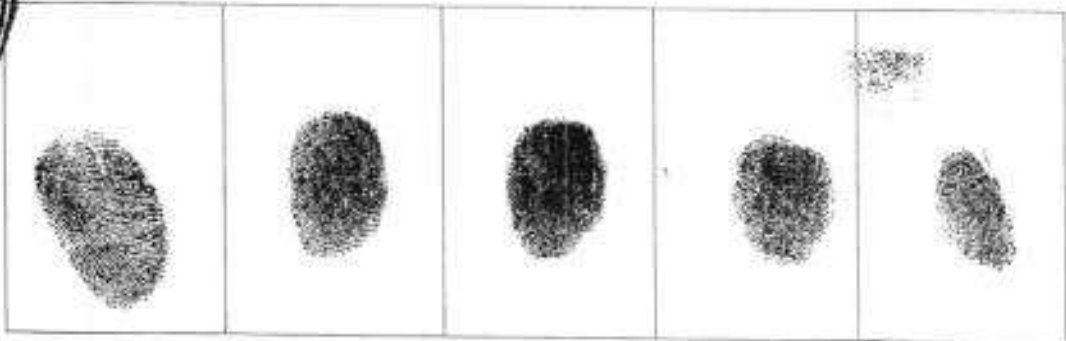
- 1. SMT. MADHAVI DINESH PRABHOO

Mrs. M.D. Prabhu

Mrs. M.D. Prabhu

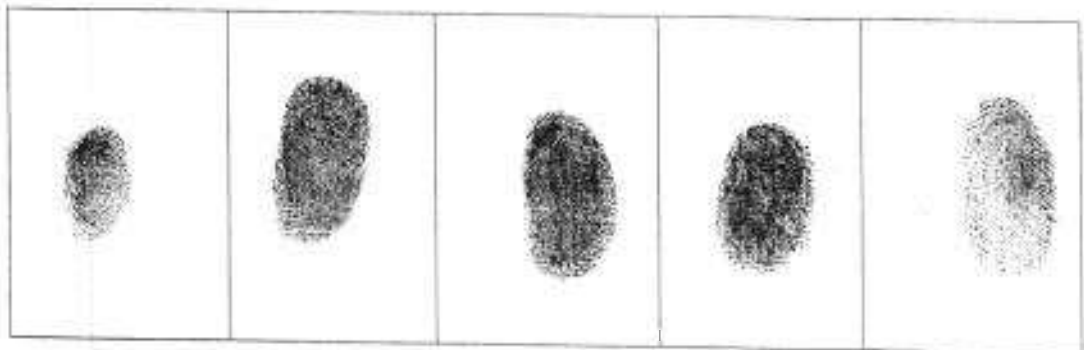


Mrs. M.D. Prabhu (INDIA)



Right hand finger impressions of SMT. MADHAVI DINESH PRABHOO

Mrs. M.D. Prabhu



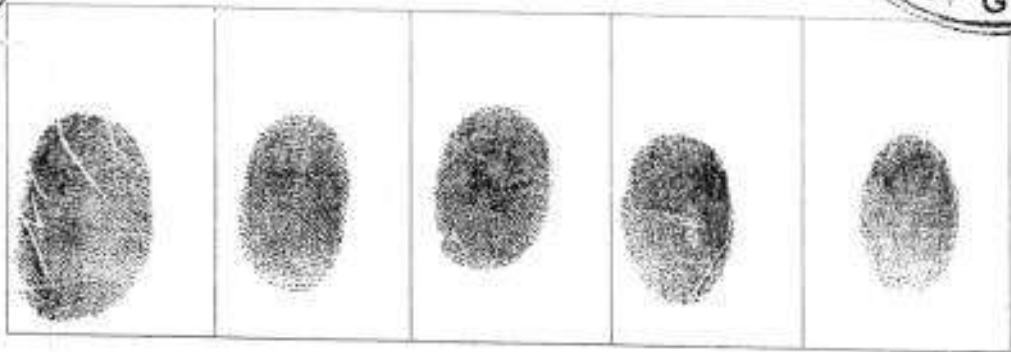
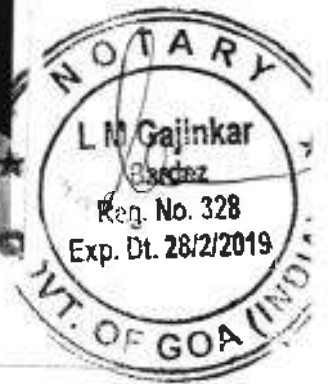
Left hand finger impressions of SMT. MADHAVI DINESH PRABHOO

Mrs. M. D. Prabhu.

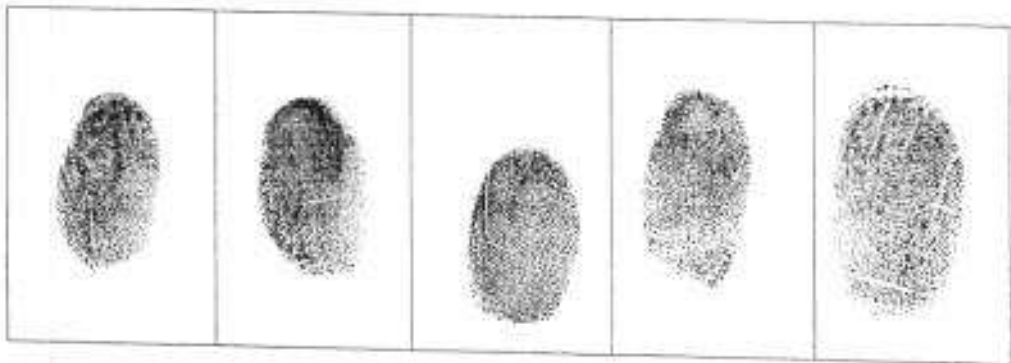
M.D. Prabhu



2. SHRI. DINESH MANOHAR PRABHOO,



Right hand finger impressions of SHRI. DINESH MANOHAR PRABHOO



Left hand finger impressions of SHRI. DINESH MANOHAR PRABHOO

Mrs. M. D. Prabhoo

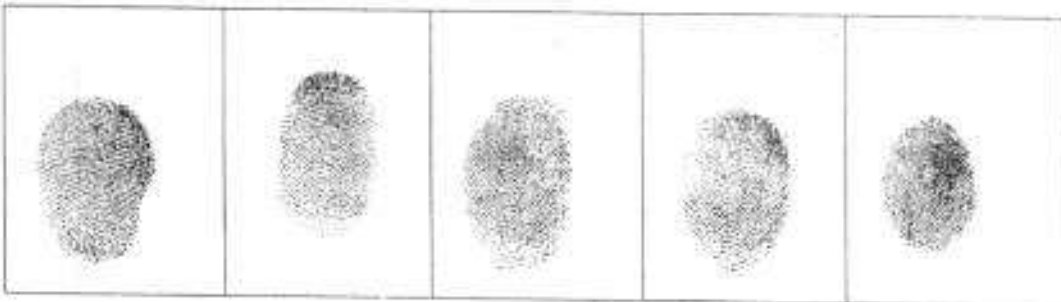


SIGNED AND DELIEVERED by the within named
DEVELOPER/PURCHASER

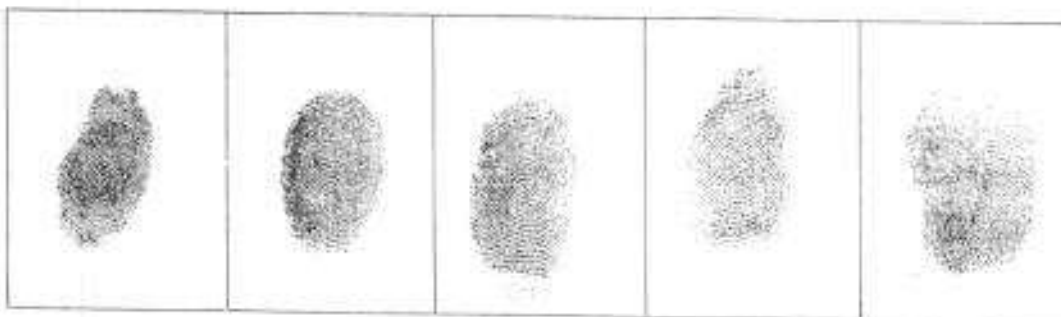


1. SHRI. SIDDHARTH ALIAS GAJANAN MADHAV
REVANKAR

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



Right hand finger impressions of Shri. Sidharth alias
Gajanan Madhav Revankar



Left hand finger impressions of Shri. Sidharth alias
Gajanan Madhav Revankar

Mrs. M. J. Prabhu

A
Saji
Bande
Reg. No.
Exp. DL 28
OF GO

In the Presence of Witnesses:-

1. Name:- PRASAD P. JESSAI
 Address:- Dattagiri Hsg. Coop. Society
V.V. Road, MARGAO GOA

Sign:-



2. Name:- Nisha A. Dias.
 Address:- H.No. 813, Balora,
Curtorim, Salcete - Goa

Sign:-



Mrs. M. D. Prabhu.





L. M. Gajinkar

L. M. GAJINKAR
NOTARY AT BARDEZ
STATE OF GOA-INDIA

BEFORE ME

I hereby attest the signature (s)/LHT
of Executing Parties.....

Who Is /are identified by:.....

When I Know Personally.

Serial No. 2020/17 Date 8/4/17

- ① Madhavi D. Balla
Wife of Anil Balla -
:- AATPPS 486
- ② Dinesh Anil Balla
Wife of Anil Balla -
AATPPS 9406
- ③ Mrs. Lotus Hanjir
Development Part III
Pw. Director
Siddhanta Revankar
Wife of Anil Balla
:- AARCCS 302C



गोवा GOA

1463
 Name of Vendor Margao Dist. of Goa 21/12
 Value of Stamp Paper 500/-
 Name of Purchaser R. Mahankar
 Residence Margao Name of Parish
 Purpose Transacting Parties

148034



Signature of Stamp Vendor

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding is made and executed at Margao, Goa, on this 2nd day of the month of May in the year two thousand and Thirteen (02.05.2013).

Nabini R. Mahambare

- BETWEEN -

1. SMT. NALINI RAMAKANT MAHAMBARE aged 80 years Wife of SHRI RAMAKANT VAIKUNTH MAHAMBARE Indian National , having Income Tax PAN Card no ASEPM1059M , resident of Room No 12, GORE GORKAR WADI, H. G. ROAD, GRAMDEVI , MUMBAI - 400 007. 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 -

- 2 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 108/09 ,1st floor, Madhav Chambers, 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

Nalini R. Mahambare

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 **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,

Nalini R. Mahambore

- (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 **MEMORANDUM OF UNDERSTANDING** 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.

Nalini R. Mahambare



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 **MEMORANDUM OF UNDERSTANDING**, 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 'Tavorilem', situated in Ward Largo dos quarteis now known as Largo do Conselheiro Gluhardo, 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

Nalini R. Mahambore




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 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-

Nalini R. Mahembare




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, 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 **OTHER OWNERS** and the Director of the **DEVELOPER / PURCHASER** Mr. Sidharth alias Gajanan Madhav Revankar had entered into a various Memorandum of Understanding duly executed before the Notary Advocate Virendrakumar Dessai of Margao 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 purchasing the undivided 1/4th share of the entire

Nalini R. Mahambare




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 0.590% 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.95,839/- (Rupees

Nalini R. Manambore




Ninety Five Thousand Eight Thirty Nine Only).

AND WHEREAS the parties hereto have agreed to enter into and execute this MEMORANDUM OF UNDERSTANDING 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 2.230% 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 2.230% share in the SAID PROPERTY, for a total price consideration of Rs. 25,98,000/- (Rupees Twenty Five Lakh Ninety Eight Thousand Only). It is agreed and understood between the parties that the

Nalluri R. Manambare



consideration shall be paid as under Rs 5,98,000/- (Rupees Five Lakhs Ninety Eight Thousand Only) vide cheque no 523820 dated 25-01-2014 drawn on Madguam Urban Co-op Bank Ltd. Margao Branch and Rs 20,00,000/- (Rupees Twenty Lakhs Only) payable vide Cheque no. 523821 dated 25-06-2014 drawn on Madguam Urban Co-op Bank Ltd. Margao Branch

3. The **DEVELOPER / PURCHASER** after the execution of the present MEMORANDUM OF UNDERSTANDING 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 MEMORANDUM OF UNDERSTANDING a Plan has been attached to this MEMORANDUM OF UNDERSTANDING wherein the areas agreed to be allotted to the **OWNERS** and the areas agreed to be allotted to the **DEVELOPER / PURCHASER** have been

Nalini R. Mahambane




attached to this MEMORANDUM OF UNDERSTANDING 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 MEMORANDUM OF UNDERSTANDING have also executed a Power of Attorney which is notarized in the presence of Notary Advocate Virendrakumar Desai of Margao authorizing the 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.

Nalini R. Mahambare



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 MEMORANDUM OF

Nalini R. Mahambore



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.

11. 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.

12. 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.

Nalini R. Mahambare




13. The **OWNERS** agree and undertake to execute the Deed or Deeds of Conveyance 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**.
14. 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.
15. 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.
16. 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

Nalini R. Mahambare



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 **DEVELOPER / PURCHASER** without causing any delay after seeking legal opinion from the advocate of the choice of the **OWNERS**.

18. 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 2.230% in the said property, and is satisfied that share of 2.230% 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

Nalini

R. Mahambara




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.

19. 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.

20. 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.

21. In case of disputes between the parties hereto arising from the provisions of this MEMORANDUM OF

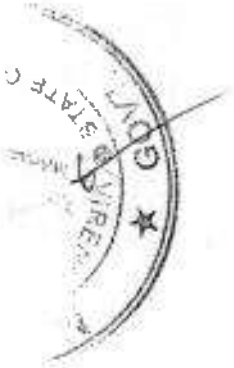
Nalini R. Mahambere



UNDERSTANDING the following procedure shall be adopted by the parties hereto:-

22. The parties shall first attempt to resolve such disputes, informally and at the lowest applicable staff level.
23. 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.
24. 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 MEMORANDUM OF UNDERSTANDING.
25. Cost of such Arbitration and Arbitrator's fee shall be borne equally by both the parties. Place of Arbitration shall be Margao, Goa.
26. 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.
27. It is agreed that any legal heir/ heirs of late Smt. Satiabama Mordekar makes a dispute regarding the

Nalini R. Mahambare




deal, then such a person or persons are liable to pay entire amount paid by the SECOND PARTY together with the expenses incurred and interest of 15 % p.a. from the date of payment.

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

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


OWNERS	DEVELOPER/PURCHASER
SMT. NALINI RAMAKANT MAHAMBARE Room No 12, GORE GORKAR WADI, H. G. ROAD, GRAMDEVI, MUMBAI -400 007	M/s. Lotus Housing & Development Pvt. Ltd, Director - Siddharth M. Revankar 108/09, First Floor, Madhav Chambers, Malbhat, Margao - Goa,

Nalini R. Mahambare 



	Phone: 0832-2702066
Email: <u>vishwasjoshiin@yahoo.com</u>	Email: <u>smrevankar@sify.com</u>
Cell No: 9820443077 9820700243	Cell No: 9822156789

30 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,

Nalini R. Mahambare 

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.

Both the parties shall specifically perform this Memorandum Of Understanding

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 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,

Nalini

R. Mahambare




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.

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

Nalioni R. Mahambore



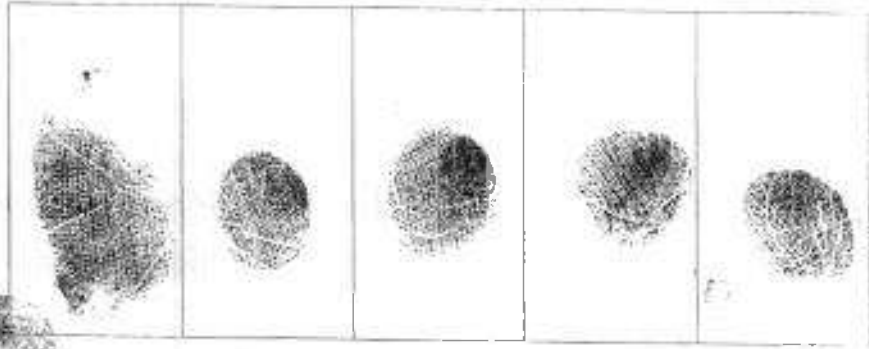

SIGNED AND DELIVERED by the within named OWNERS

1. SMT.NALINI RAMAKANT MAHAMBARE

Nalini R. Mahambare



Nalini R.



Right hand finger impressions of Nalini R, Mahambare



Left hand finger impressions of Nalini R, Mahambare

Nalini R. Mahambare

GOV.

SIGNED AND DELIEVERED by the within
DEVELOPER/PURCHASER

LOTUS HOUSING & DEVELOPMENT PVT. LTD.

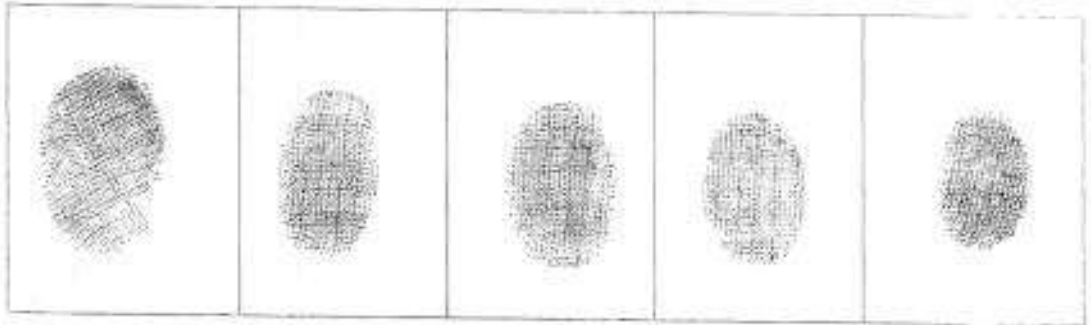


DIRECTOR

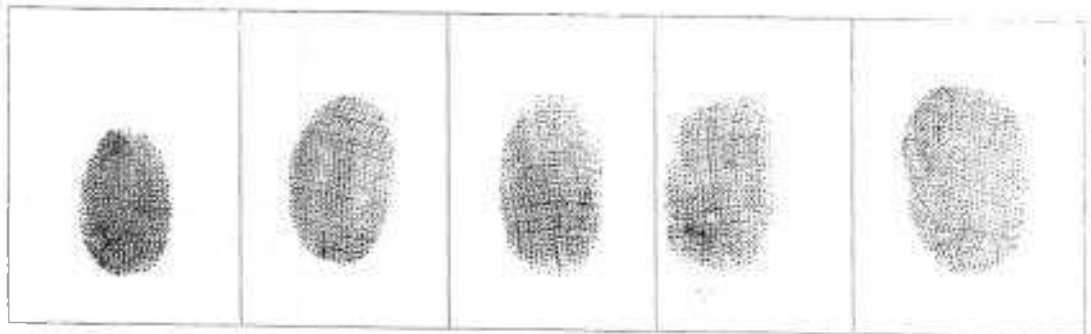


1. SHRI. SIDDHARTH ALIAS GAJANAN MADHAV
REVANKAR

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



Right hand finger impressions of Sidharth alias Gajanan
Madhav Revankar




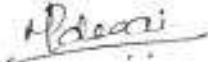
Left hand finger impressions of Sidharth alias Gajanan
Madhav Revankar

Nalini R. Mahambare



In the Presence of Witnesses:-

1. Navendra S. Patle 

2. Manisha M. Prabhudesai 

Nalini R. Mahambore





गोवा GOA

Serial No. 2638 Face of vend : MARGAO. Date 6/8/14
 Value of Stamp Paper 500/-
 Name of Purchaser Siddharth Revankar
 Residence Margao
 Purpose _____
 Stamp Vendor's Sign R.D. Kare Margao
 Licence No. 8
 Signature of Purchaser *[Signature]*

215767

MEMORANDUM OF UNDERSTANDING

M.A. Mordekar -

Mordekar

Mordekar

AWG
SPS/2014

Sun S Dhund

[Signature]

[Signature]

This memorandum of understanding is made and executed at Porvorim, Goa, on this 28th day of the month of December in the year two thousand and Fourteen (28 -12 -2014),

- BETWEEN -

1. SMT. SUSHILABAI NARAYAN MORDEKAR, wife of Late. Narayan Mordekar, aged 91 years, Indian National, having income tax PAN Card no. CIOPM3036L residing at Shetye House, Near Kundaikar Nagar, Dada Vaidhya Road, Panaji, Goa, 403 001,
2. SHRI. VITHAL NARAYAN. MORDEKAR, son of Late. Narayan Mordekar, aged 71 years, having Income Tax PAN Card no. ACSPM4831B, Indian National, and his wife
3. SMT. VASANTI VITHAL . MORDEKAR, aged 68 years, Indian National, having Income Tax PAN Card no . ACSPM4830A, both residing at State Bank of India Colony ,Alto Santa Cruz, Post Bambolim Goa,
4. SHRI. ARUN NARAYAN MORDEKAR, son of Late. Narayan Mordekar, aged 62 years, having Income Tax PAN Card no.ACWPM0369C, Indian National, and his wife

M. A. Mordekar —



consolidation
 M. A. Mordekar
 Dada Shetye
 SP Shetye
 [Signature]

[Signature]

5 SMT. MAMATA ARUN MORDEKAR, aged 58 years, Indian National, having Income Tax PAN Card no _unknown_ both residing at Flat no 1 Anubhav Co-op. Society , Sea Breeze , Plot No 96, Behind Pillai International School , Near Pepsi Ground, Gorai -2 , Borivali West, MUMBAI -91.

6. SMT. SUMAN SHRIPAAD DHOND, wife of Shri. Shripad Ramchandra Dhond, aged 68 years, having Income Tax PAN Card no. ACLPD5932F Indian National, and her husband

7. SHRI. SHRIPAD RAMCHANDRA DHOND, son of late Ramchandra Dhond aged 72 years, having Income Tax PAN Card no. ACLPD5931G Indian National, both residing at Hno. DUG2 , La Campala co-operative society Ltd, Miramar, Panaji, Goa,

8. SMT. SUDHA PANDURANG. SHETYE, wife of Shri. Pandurang Shataram Shetye, aged 66 years, having Income Tax PAN Card no. AJETS5522Q Indian National, and her husband

M. A. Mordekar



enrollment
Mordekar
Suman
Shetye

Suman S Dhond

Shetye

Shetye

9. **SHRI. PANDURANG SHATARAM . SHETYE**, son of Late Shataram Shetye aged 71 years, having Income Tax PAN Card no. AGSTS9906R Indian National, both residing at H. No, 328/23, Mayem Bhatwadi, Near lake Mayem, Bicholim, Goa- 403504 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 -

1. **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 108/09, 1st floor, Madhav Chambers, Malbhat, Margao- Goa, herein represented by its Director **MR. SIDDHARTH alias GAJANAN MADHAV REVANKAR**, son of Late **SHRI. MADHAV REVANKAR**, aged about 42 years, Indian National, married, businessman, residents of house No.773, Near Yashodhan Hospital, Aquem, Margao, Goa, and shall herein after be referred to as the "**DEVELOPER / PURCHASER**" (which

M. A. Mordekar



Revankar
M. A. Mordekar
S. P. Shetye

M. A. Mordekar

[Handwritten signature]

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 **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 /

M. A. Mordekar —

M. A. Mordekar

M. A. Mordekar

M. A. Mordekar

Suresh S. Dhond

Suresh S. Dhond



Suresh S. Dhond

Suresh S. Dhond

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 MEMORANDUM OF UNDERSTANDING 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),

M. A. Mordekar —

Mordekar

Suman S Dhund



SPS Mordekar

Mordekar

[Handwritten signature]

(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. Satiabarna Mordekar 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 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

M.A. Mordekar



Handwritten signatures and names:
Mordekar
Soni
Soni

Handwritten signatures and names:
Soni S. D...
Mehp

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 Court of the Civil Judge Junior Division at Margao, being Inventory Proceeding No. 9/2003/T 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/T 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, some other legal heirs of late Smt. Satiabamabai Mordekar with

M. A. Mordekar —

amotikar

Mordekar
Shri
SPSL/12

Suren S Dhond

Shri

Shri

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 **OTHER OWNERS** and the Director of the **DEVELOPER / PURCHASER** Mr. Sidharth alias Gajanan Madhav Revankar had entered into Memorandum of Understanding duly executed before the Notary Advocate Virendrakumar Dessai of Margao 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 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 1.7857% of the owelty money

M. A. Mordekar -



Handwritten signatures and scribbles, including the name 'Mordekar' and 'S. S. Dhruv'.

S. S. Dhruv

Handwritten signature of S. S. Dhruv.

Handwritten signature or scribble on the right side of the page.

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 11,50,070 /- (Rupees Eleven Lakhs Fifty Thousand, Seventy Only).

AND WHEREAS the parties hereto have agreed to enter into and execute this MEMORANDUM OF
M. A. Mordekar —



Handwritten signature
Mordekar
A. A. Mordekar
SPS/14/12

Sana S. Dhund

Handwritten signature
Mehp

Handwritten signature

UNDERSTANDING 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 26.7857% 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.

In view of deposit of Owelty money as aforesaid, the **OWNERS** shall be bound to sell or otherwise transfer the entire ownership right in the aforesaid property in favour of the **DEVELOPER / PURCHASER**, their entire ideal and undivided 26.7857 % share in the SAID PROPERTY, for a total price consideration of Rs. 4,34,94,368 /- (Rupees Four Crores Thirty Four Lakh Ninety Four Thousand Three Hundred Sixty eight Only). The Owelty money shall be kept in Fixed Deposit in the name of their mother Smt Sushilabai N. Mordekar, and the same shall be shared equally among the children s after her death and the interest of the same should be credited to her saving account

M. A. Mordekar -



अभिषेक
अभिषेक
अभिषेक
अभिषेक

Sun 5/10/2011

Mehp

[Handwritten signature]

on monthly basis. The balance payment over and above Owelty money that is due to Smt Sushilabai N. Mordekar is agreed to be share equally between the childrens as it is her desire and she granting her unequivocally agreed interse between the parties of the First Part in the event if any amount is required by her in emergence, the same shall be contributed equally by all the parties of the First Part in equal sum. It is agreed and understood between the parties that the consideration shall be paid as under:-

1. SHRI. VITHAL NARAYAN. MORDEKAR & SMT. VASANTI VITHAL . MORDEKAR,

Payment at the time of singing this M O U , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067823 drawn on Punjab National Bank, Margao Goa, dated 12/01/2015 , Rs 25,00,000/- (Rupees Twenty Five Lakhs)vide cheque no. 067806 drawn on Punjab National Bank, Margao Goa, dated 26/12/2015 , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067807 drawn on Punjab National Bank, Margao Goa, dated 26/06/2016 and , Rs 33,73,592/- (Rupces Thirty three seventy three thousand five hundred ninety two) vide Cheque no. 067808 drawn on Punjab National Bank, Margao Goa, dated 26/12/2016.

2 SHRI. ARUN NARAYAN MORDEKAR, & SMT. MAMATA ARUN MORDEKAR

M. A. Mordekar



conclusion

M. A. Mordekar
S. P. Shetye

Smt S. Dhund

Smt S. Dhund

Smt S. Dhund

Payment at the time of signing this M O U , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067824 drawn on Punjab National Bank, Margao Goa, dated 12/01/2015 , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067810 drawn on Punjab National Bank, Margao Goa, dated 26/12/2015, Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067811 drawn on Punjab National Bank, Margao Goa, dated 26/06/2016 and Rs 33,73,592/- (Rupees Thirty three Lakh seventy three thousand five hundred ninety two) vide Cheque no. 067812 drawn on Punjab National Bank, Margao Goa, dated 26/12/16.

3. SMT. SUMAN SHRIPAAD DHOND & SHRI. SHRIPAD RAMCHANDRA DHOND

Payment at the time of signing this M O U , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067825 drawn on Punjab National Bank, Margao Goa, dated 12/01/2015 , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067814 drawn on Punjab National Bank, Margao Goa, dated 26/12/2015 , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067815 drawn on Punjab National Bank, Margao Goa, dated 26/06/2016 , Rs 33,73,592/- (Rupees Thirty three seventy three thousand five hundred ninety two) vide Cheque

M. A. Mordekar —



Handwritten signature/initials

M. A. Mordekar

Suman S Dhond

SPS hetre

Suman S Dhond

Handwritten signature/initials

Handwritten signature/initials

no. 067816 drawn on Punjab National Bank, Margao Goa, dated 26/12/2016.

4. SMT. SUDHA PANDURANG. SHETYE & SHRI. PANDURANG SHATARAM SHETYE.

Payment at the time of signing this M O U , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067826 drawn on Punjab National Bank, Margao Goa, dated 12/01/2016 , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067818 drawn on Punjab National Bank, Margao Goa, dated 26/12/2015 , Rs 25,00,000/- (Rupees Twenty Five Lakhs) vide Cheque no. 067819 drawn on Punjab National Bank, Margao Goa, dated 26/06/2016 , Rs 33,73,592/- (Rupees Thirty three seventy three thousand five hundred ninety two) vide Cheque no. 067820 drawn on Punjab National Bank, Margao Goa, dated 26/12/2016.

The DEVELOPER / PURCHASER after the execution of the present Memorandum Of Understanding 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 .

The OWNERS have today executed this MEMORANDUM OF UNDERSTANDING and have executed a Power of Attorney on 23rd April 2013 which is notarized in the presence of Notary Advocate Virendrakumar Dessai of Margao authorizing the M. A. Mordekar —



amritam
M. A. Mordekar
S. P. Shetye

Sun S. Shetye
[Signature]

[Signature]

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.

The DEVELOPER / PURCHASER shall on payment of considerate in terms of clause herein 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.

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.

The OWNERS shall have no right or share in the consideration amounts gained by the DEVELOPER / PURCHASER.

The DEVELOPER / PURCHASER shall be entitled to demolish the old house / structure existing in the said property only after

M. A. Mordekar —



M. A. Mordekar

M. A. Mordekar

M. A. Mordekar

M. A. Mordekar

M. A. Mordekar

M. A. Mordekar

seeking all the requisite approvals from the concerned authorities for commencing the construction work and after signing / executing separate MEMORANDUM OF UNDERSTANDING (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).

Immediately upon execution of this MEMORANDUM OF UNDERSTANDING, 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 possession of such premises upon completion of construction thereof, without any liability in respect thereof to the OWNERS.

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

M.A. Mordekar -



Handwritten signature

Handwritten signature
 Kaaleka
 Spslatje

Sun SOhnd

Handwritten signature

Handwritten signature

refund monies collected by the DEVELOPER / PURCHASER from the purchasers of premises in the proposed building, in case of any such eventuality and that the Developer/Purchaser shall be liable to pay all the taxes due and payable under the law, current or future as may be applicable and payable, for this transaction including Service Tax, VAT and/or other taxes, fees, cesses or revenue payments payable to the Central or the State Government including local taxes payable to the local body towards the sale of the said premises and a refundable maintenance deposit as applicable.

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 and shall be entitled to the consideration as provided in clause therein.

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.

The OWNERS agree and undertake to execute the Deed or Deeds of Conveyance notwithstanding that they may have

M.A. Mordekar



emmed

W. Kalab

Shrey
S.P. Sarda

Sun Saha

Shrey

[Handwritten signature]

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.

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.

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.

The DEVELOPER / PURCHASER without prejudice to the right to consideration of sale to the owners 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

M. A. Mordekar —



amman

11/1/2014

FMS

soshatie

Suresh Dhand

[Handwritten signature]

[Handwritten signature]

OWNERS shall in no way be held responsible for the purpose of repayment of the said loan.

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.

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 26.7857% in the said property, and is satisfied that share of 26.7857% 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 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 owners / co-owners of the share.

The DEVELOPER / PURCHASER has received and verified all the documents of title pertaining to the SAID PROPERTY, from M.A. Mordekar —



~~_____~~

Mordekar
Ajay
S. S. Mordekar

Sun S. Mordekar

[Handwritten signature]

[Handwritten signature]

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.

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.

In case of disputes between the parties hereto arising from the provisions of this MEMORANDUM OF UNDERSTANDING the following procedure shall be adopted by the parties hereto:-

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

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.

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 MEMORANDUM OF UNDERSTANDING .

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

M. A. Mordekar —

correction



M. A. Mordekar
Arbitrator
S. S. S. S.

Suman S Oberoi

[Handwritten signature]

[Handwritten signature]

Place of Arbitration shall be Margao, Goa.

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. And the owners shall not in any way be liable on to any cost, damages , charges and criminal action in such eventuality.

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

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

OWNERS	DEVELOPER/PURCHASER
Smt Sushilabai Narayan Mordekar , Shetye House, Near Kundaikar Nagar, Dada Vaidhya Road, Panaji Goa 403 001	M/s Lotus Housing & Development Pvt. Ltd. Director - Siddharth M. Revankar 108/09, First Floor, Madhav Chambers, Malbhat, Margao - Goa.
Phone:	Phone: 0832-2702066 Email: smrevankar@sify.com

M. A. Mordekar -



Handwritten signatures and initials:
Sushilabai
S. S. Shetye

Sun S. Shetye

Handwritten signature:
S. S. Shetye

Handwritten signature:
S. S. Shetye

Cell No:	Cell No: 9822156789
Shri Vithal Narayan Mordekar , Shmt Vasanti Vithal Mordekar State Bank of India Colony, Alto Santa Cruz, Post Bambolim Goa	
Phone: 0832 24594601 Cell no:- 9421134040 Email: suggitmordekar@radifmail.com	
Shri Arun Narayan Mordekar & Smt Mamata Arun Mordekar Flat No 1, Anubhav Co-op. Society, Sea Breeze, Plot No. 96, Behind Pillai International School, Near Pepsi Ground, Gorai-2, Borivali West, MUMBAI -91	

M. A. Mordekar —



emman

Mordekar

SPSL

Sum S Dhruv

Melgo

SPSL

Cell No: 8451843666 Email: arun mordekar@yahoo.co.in
Smt Suman Shripaad Dhond & Shree Shripad Ramchandra Dhond Hno:DUG2, la Campal, housing society ltd Panaji, Goa. Cell No: 9420162741
Smt Sudha Pandurang Shetye & Shri Pandurang Shataram Shetye Hno.328/23,mayem Bhatwadi near Lake , Mayem ,Bicholim Goa Email:shetye16@redifmail.com Cell No: 9881511718

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,

M.A. Mordekar



correction

SPSoleka

SPSoleka

SPSoleka

Sun S Dhwal

[Handwritten signature]

[Handwritten signature]

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.

It is agreed that any legal heir or heirs of Late Satiabarnabai Mordekar makes dispute regarding the Deal, then such a person or persons are liable to pay entire amount paid by the SECOND PARTY together with expenses and interest of 15% p.a from the date of payment, however if there is any delay from the second party for the payment he is liable to pay an interest of 15% p.a. from the date of payment as mentioned above.

Both the parties shall specifically perform this Memorandum Of Understanding..

SCHEDULE 'A'

(DESCRIPTION OF THE SAID PROPERTY)

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

M. A. Mordekar —



Handwritten signature
Mordekar

Handwritten signature
SPS Salcete

Sum SOR

Handwritten signature

Handwritten signature

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.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and signatures to this MEMORANDUM OF UNDERSTANDING on the 28th day, of the month of December, in the year 2014 and place first herein above mentioned.

M. A. Mordekar —



Comunidade

Mordekar

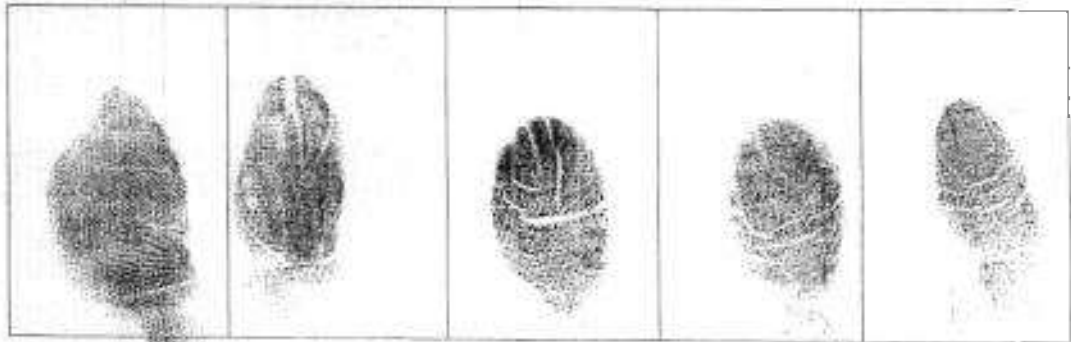
Spskette

Sun S Omer

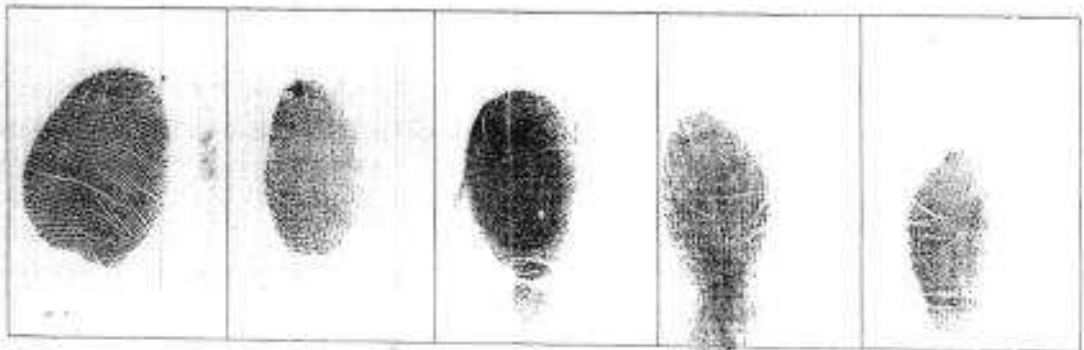
Mehp

SIGNED AND DELIEVERED by the within named OWNERS:-

1. SMT. SUSHILABAI NARAYAN MORDEKAR



Right hand finger impressions of SUSHILABAI NARAYAN MORDEKAR



Left hand finger impressions of SUSHILABAI NARAYAN MORDEKAR

M. A. Mordekar



Handwritten signature

Mordekar

SPS

SPS

Sun SD

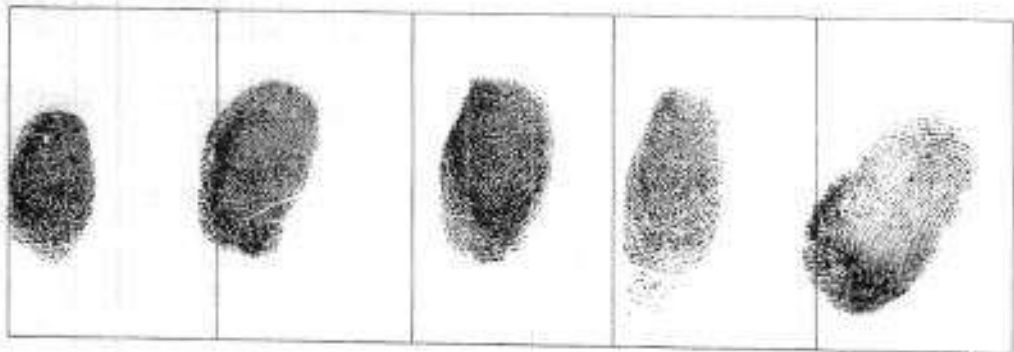
Handwritten signature

Handwritten signature

2. SHRI. VITHAL NARAYAN. MORDEKAR



Right hand finger impressions of SHRI. VITHAL NARAYAN.
MORDEKAR



Left hand finger impressions of SHRI. VITHAL NARAYAN.
MORDEKAR

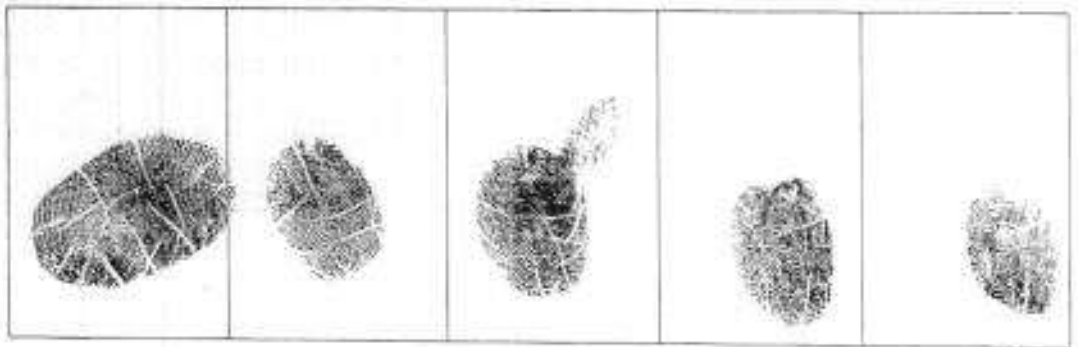
M. A. Mordekar —



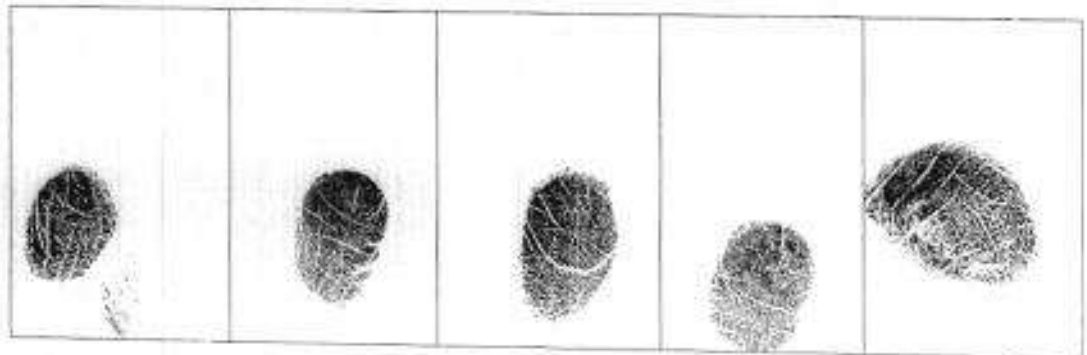
Mordekar
Mordekar
Shub
Sopkete

Sum & Phuy

3 Smt. . VASANTI VITHAL . MORDEKAR



Right hand finger impressions of Smt. . VASANTI VITHAL . MORDEKAR



Left hand finger impressions of Smt. . VASANTI VITHAL .

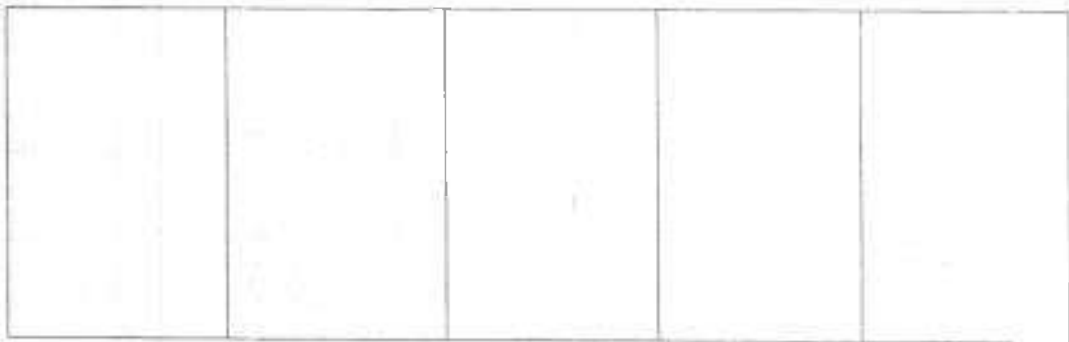
M-A. Mordekar

MORDEKAR

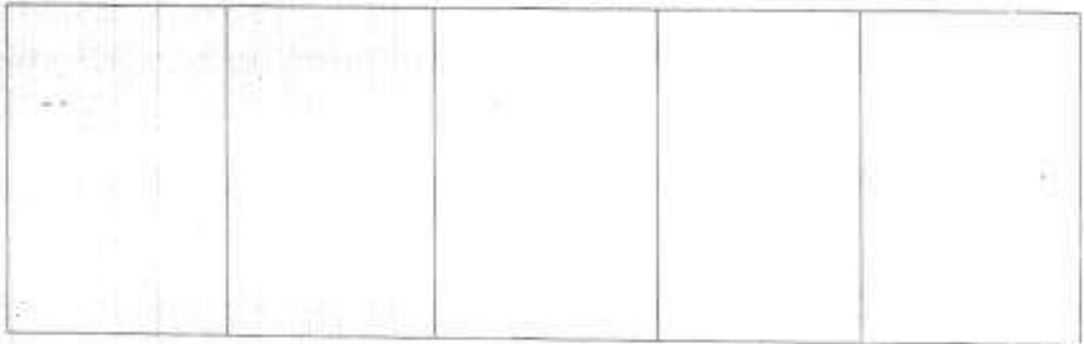


com. n. h. n.
Mordekar
S. P. Shinde

4. SHRI. ARUN NARAYAN MORDEKAR,



Right hand finger impressions of SHRI. ARUN NARAYAN MORDEKAR



Left hand finger impressions of SHRI. ARUN NARAYAN MORDEKAR

M. A. Mordekar —



amrinderhwa

M. A. Mordekar

[Handwritten signature]

Suman S. Dhruv

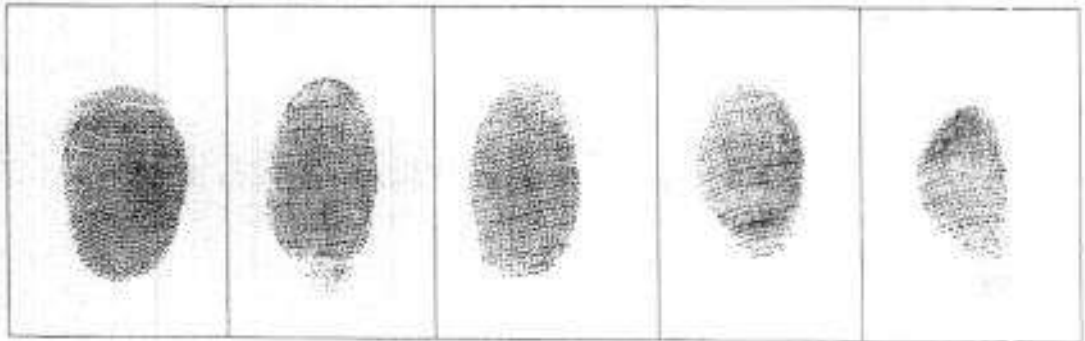
SR. S. S. S. S.

[Handwritten signature]

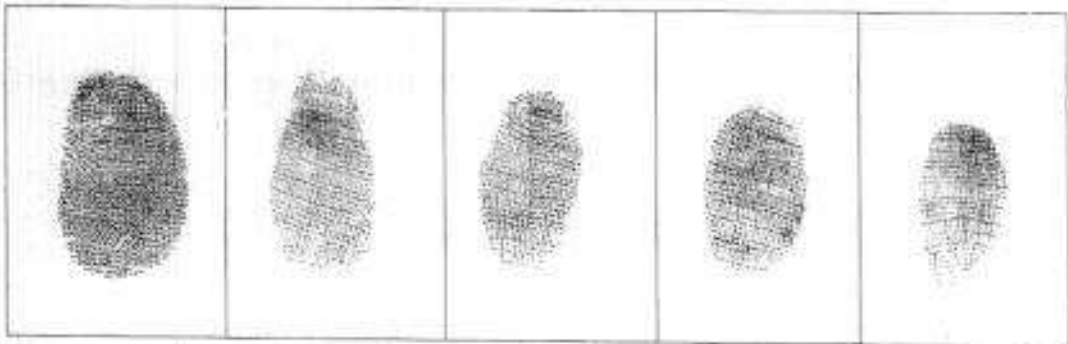
[Handwritten signature]

5 SMT. MAMATA ARUN MORDEKAR,

M. A. Mordekar →



Right hand finger impressions of MAMATA ARUN Mordekar



Left hand finger impressions of MAMATA ARUN MORDEKAR

M. A. Mordekar —



M. A. Mordekar
Asst
Sashtie

Sun 30/11/20

M. A. Mordekar

[Signature]

6 SMT. SUMAN SHRIPAAD DHOND



Suman S Dhond



Right hand finger impressions of SMT. SUMAN SHRIPAAD DHOND



Left hand finger impressions of SMT. SUMAN SHRIPAAD DHOND

M.A. Mordekar

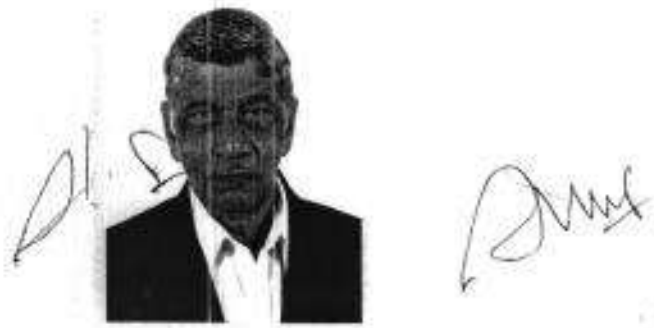


M.A. Mordekar
 Suman S Dhond
 S. S. Dhond

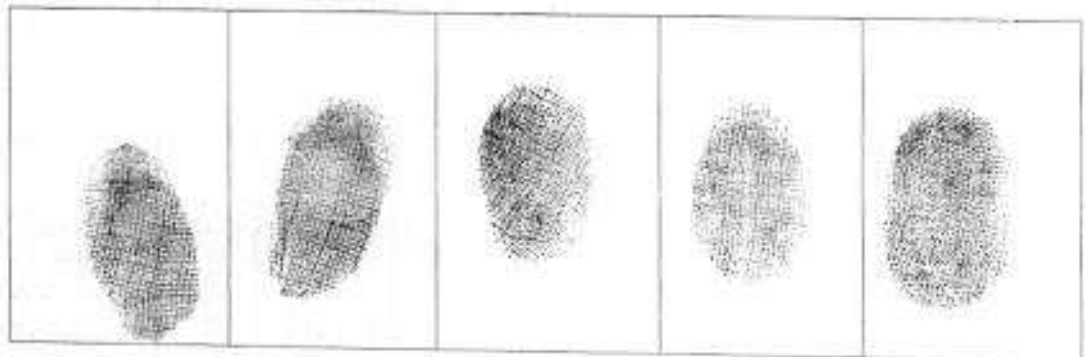
Suman S Dhond

S. S. Dhond
 S. S. Dhond

7 SHRI. SHRIPAD RAMCHANDRA DHOND



Right hand finger impressions of SHRI. SHRIPAD RAMCHANDRA DHOND



Left hand finger impressions of SHRI. SHRIPAD RAMCHANDRA DHOND

M. A. Mordelkar



condition

1/1/2004
A. Mordelkar
SPS/12/04

San S. Dhond

[Handwritten signature]

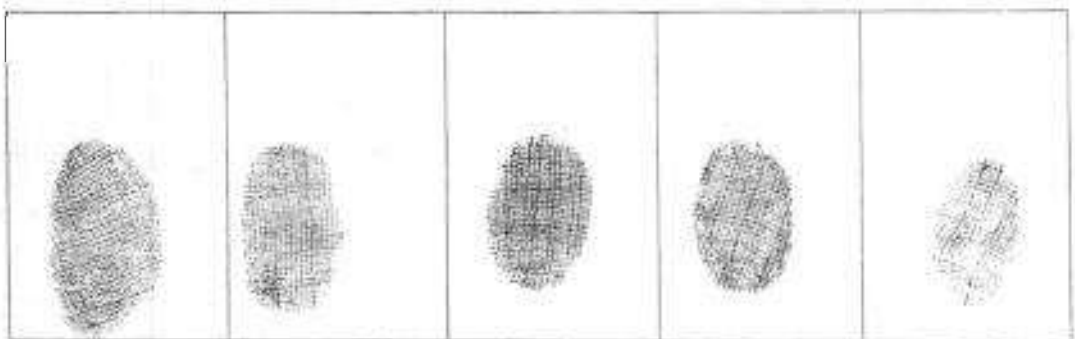
[Handwritten signature]

8 SMT. SUDHA PANDURANG. SHETYE,



SP

Spshtye



Right hand finger impressions of SMT. SUDHA
PANDURANG. SHETYE,



Left hand finger impressions of SMT. SUDHA PANDURANG.

M. A - Mordekar

SHETYE,



consideration
M. A. Mordekar
A. K. Shetye
Spshtye

Suman S. Shetye

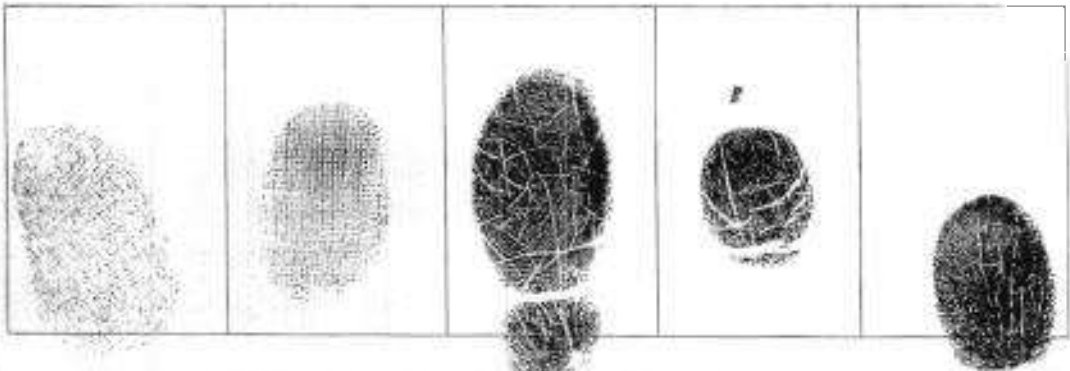
Shetye

9 . SHRI. PANDURANG SHATARAM .
SHETYE

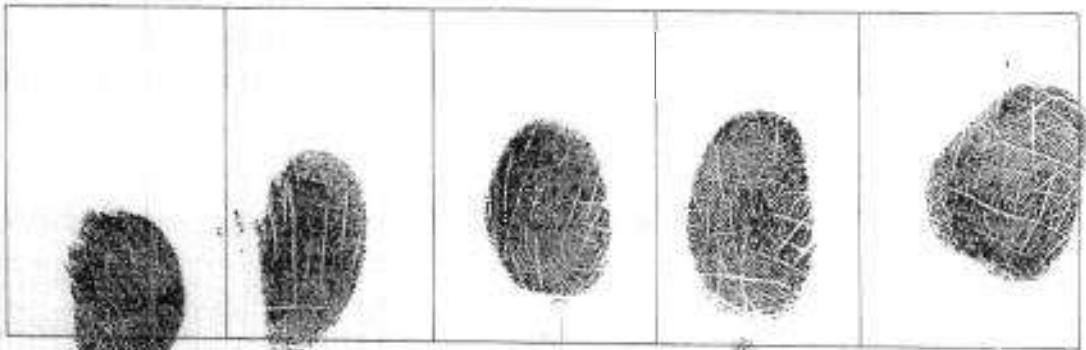


Shetye

Shetye



Right hand finger impressions of . SHRI. PANDURANG
SHATARAM . SHETYE



Left hand finger impressions of . SHRI. PANDURANG
SHATARAM . SHETYE

M.A. Mordekar



Mordekar
Shetye
Soskete

Sun S Ohwal
Shetye

Shetye

SIGNED AND DELIVERED by the within named DEVELOPER/PURCHASER



1. 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

M.A. Mordekar



amdhm

Mordekar
Shri
Soshete

Sun S Dhur

In the Presence of Witnesses:-

1. Name:-

Address:-

Sign:-

2. Name:-

Address:-

Sign:-

M. A. Mordekar



म. अ. म. म. म.
Mordekar
S. P. Shetye

Sun S. Dhruv