



गोवा GOA

497318

Serial No. 6133 Place of Vendor, Panaji Date 29/12/18
Value of Stamp Paper Rs. 1000
Name of Purchaser _____ Name of Father _____
Residence _____ Transacting Parties: _____
Purpose _____



Sign of Stamp Vendor
Mangala N. Karapurkar
License No. AC/STP/VEN/747/99

Sign. of Purchaser

MEMORENDUM OF UNDERSTANDING

THIS MEMORENDUM OF UNDERSTANDING is made and executed at
Panaji, Tiwadi- Goa, on this day of 12th September, 2018.

[Signature] *[Signature]* *[Signature]*

BETWEEN

1. **Mr. Kenneth Gregory Mascarenhas**, Son of late Mariano Paulo Mascarenhas, 51 years of age, Indian National, married, service, bearing PAN Card no. [REDACTED], Aadhaar No. [REDACTED], Indian National and his wife,

2. **Mrs. Lucia Freda Mascarenhas**, wife of Mr. Kenneth Gregory Mascarenhas, 48 years of age, Indian National, married, bearing PAN Card No. [REDACTED], Aadhaar No. [REDACTED],
Both Indian National and resident of Flat No. 8, Girasol, Casa Natasha Co-operative Housing Society, Guravado, Calangute, Bardez-Goa;

3. **Mrs. Carmen Vernon Fernandes**, daughter of late Mariano Paulo Mascarenhas, years of age, married, Housewife, bearing Aadhaar No. [REDACTED], Indian National and her husband,

4. **Mr. Vernon Mario Fernandes**, son of Romeo Fernandes, 46 years of age, Indian National, service, bearing PAN Card No. [REDACTED], Aadhaar No. [REDACTED], Both resident of 15, Aparajita Apartments, Dadabhai Road, Vileparle (W), Mumbai 400056; both represented by the lawful Power of Attorney holder **Mrs. Bertha Angelica Mascarenhas alias Bertha Mascarenhas, Indian National**, Indian National, major of age wife of late Mr. Mariano Paulo Mascarenhas, 72 years of age, Indian National, holding PAN card no. [REDACTED], Aadhaar Card No. [REDACTED], resident of Flat No. 8, Girasol, Casa Natasha Co-operative Housing Society, Guravado, Calangute, Bardez-Goa hereinafter referred to as "The Attorney", vide Power of Attorney dated 20/007/2015, executed at Mapusa- Bardez, Goa, before Notary Advocate A.K. Phadte, Registered under Sr. No. 1382/2015.

(5) **Ms. LEENA DEODITA MASCARENHAS**, daughter late Mr. Antonio Francis Mascarenhas, 80 years of age, having Aadhaar No. [REDACTED], Indian National, resident of House No.1383, Dossoxir, Anjuna, Bardez-Goa, represented by the lawful Power of Attorney holder **Mrs. Bertha Angelica Mascarenhas alias Bertha Mascarenhas, Indian National**, Indian National, major of age wife of late Mr. Mariano Paulo Mascarenhas, 72 years of age, Indian National, holding PAN

K. Mascarenhas

Mascarenhas B. Mascarenhas




card no. [REDACTED] Aadhaar Card No. [REDACTED], resident of Flat No. 8, Girasol, Casa Natasha Co-operative Housing Society, Guravado, Calangute, Bardez-Goa hereinafter referred to as "The Attorney", vide Power of Attorney dated 07/09/2018, executed at Mapusa- Bardez, Goa, before Notary Advocate D.S. Petkar, Registered under Sr. No. 16580/2018,

hereinafter called the **OWNERS/VENDORS** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, legal representatives, executors, administrators, successors and assigns) of

the FIRST PART;



AND

M/S. LINCOLN BENNET AND BERNARD CUSTOM HOMES PRIVATE LTD, a Private Limited Company, Incorporated under the Indian Companies Act 1956, (No. 1 of 1956) under Incorporation No. U45200GA2013PTC007287, with the Registrar of Companies of Goa, Daman and Diu, on 06/08/2014 and having its Registered Office at 1st floor, Mathias House, Campal, Panaji-Goa, having a PAN Card bearing no. [REDACTED] represented herein by its Director,

Mr. Lincoln Bennet Rodrigues, son of Mr. Jose Luciano Rodrigues, age around 37 years, unmarried, in business, Indian National holding Pan Card bearing No. [REDACTED] having Aadhar Card bearing No. [REDACTED], residing at Villa Bel Air, Quelossim, Cortalim, 403 710, Email Id; lincoln@bennetandbernard.com, hereinafter referred to as **"BUILDER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its heirs, legal representatives, executors, administrators, successors and assigns) of the **SECOND PART;**

WHEREAS there exists an immovable property known as "DOSSOXIR" and also known as "DOXEXIR", admeasuring 2175 sq.mts along with house situated therein bearing House No. 1383, Surveyed under Survey No.493/2 of village Anjuna, Bardez, Goa, described in the Land Registration Office of Bardez under No's. 38960 and 38961 of Book B-100 at page 22 and enrolled in the Taluka Revenue Office under Martiz No. 17 of 1st circumscription, and presently surveyed under Survey No. 492, Sub-Division No. 2 of Village Anjuna, District

K. Vasconcelos

Amesoreenhe B. Mascarenhas

North Goa of the state of Goa, and more particularly described in schedule I herein below, which is hereinafter be called as **'THE SAID PROPERTY'**;

AND WHEREAS one Mr. Antonio Francis Mascarenhas purchased the said property from Mr. Manuel Joao Ribeiro also known as Caitano Manuel Reberio and his wife Maria Joaquina Liberata Braganca Reberio by virtue of Deed of Sale and quitance dated 19th December, 1950, before Notary Guilherme Diogo Jose Conceicao das Dores Lobo at Maupsa, under book No. 508, fls. 45, presented under No.9 of the Diary on 7th February, 1951;

AND WHEREAS upon the death of Mr. Antonio Francis Mascarenhas and his wife Mrs. Amelia Mascarenhas i.e. the predecessors in title of the vendors/owners an Inventory Proceedings was initiated in the Court of The Civil Judge Senior Division At Mapusa under Inventory Proceedings no. 140/1993/E;

AND WHEREAS in terms of the chat of allotment and Order dated 24th October, 1968 in the said inventory proceedings, the said property was allotted to Mr. Mariano Paul Mascarenhas (father/father in law of Owner/Vendor No. 1 to 4) and the Owner/vendor No. 5 was allotted the usufructuary right in the said property herein by means of final chart of allotment under item No. 1 of the said inventory proceedings;

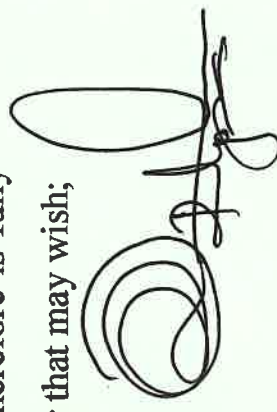
AND WHEREAS upon the death of the Said Mr. Mariano Paul Mascarenhas an Inventory Proceeding was initiated in the Court of The Civil Judge Senior Division at Mapusa under Inventory Proceedings No. 534/2015/B;

AND WHEREAS in terms of the Final Chart of allotment and Order dated 12th April, 2017 in the said Inventory Proceedings the Owner/Vendor No. 1 to 4 where allotted the said Property;

AND WHEREAS the said Owners/Vendors herein became the absolute legal owners in possession of the said property and have owned possessed and enjoyed the same without any interference, interruption, objection, obstruction, opposition, let or hindrance from anybody whomsoever, until this date and therefore is fully entitled to deal with the said property and to dispose, in the manner that may wish;

K. Mascarenhas

Mascarenhas B. Mascarenhas



AND WHEREAS the survey Records of Rights relating to the said Property came to be duly muted in favour of the Owners/ Vendors herein, with inclusion of its name in the Occupants and other rights Column of Form I & XVI relating to the said property;

AND WHEREAS the Builder/Developer is engaged in development / construction activities and in the course of his engagement, has approached the Owners/Vendors with a proposal for development and for sale of the said property with Construction;

AND WHEREAS the developer having its capacity as the developer prepared the detailed plans and layout for development of the project, identified under the name and style as "Quinta Del Mariano" on the said property, comprising of Fourteen Residential Villa's with the amenities such as swimming pool, etc, as permissible under the law. Hereinafter referred to as the "**SAID PROJECT**";

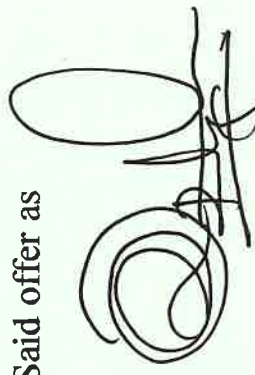
AND WHEREAS the owners are offered 4 Residential Villas in the SAID PROPERTY identified as "**VILLA No. 1**", "**VILLA NO. 2**", "**VILLA No. 9**" and "**VILLA No. 10**". The Villa No. 1 and 2 shall have super built-up area of 130 sqmts excluding balconies having an approximate area of 40 sq mts, altogether amounting to Rs. 130,00,000/- (Rupees One Crore Thirty Lakhs Only) and The Villa No. 9 and 10 jointly having super built up area of 279.93 sq. mts excluding balconies having an approximate area of 40 sq mts, altogether amounting to Rs.1,90,00, 000/-(Rupees Ninety Five Lakhs Only), entirely on the cost and expenses of the Builder/Developer herein the SAID PROJECT, hereinafter referred to as the SAID 4 VILLAS for better particulars described in **SCHEDULE-II** hereinafter written and shown in red on the Site Plan annexed hereto, in the said project on the said property described in the Schedule-I hereinafter written;

AND WHEREAS the owners along with the said 4 villas are also offered as 10,50,000/- (Rupees Ten Lakhs Fifty Thousand Only) as Consideration towards the Said Property.

AND WHEREAS the owners/ vendors has accordingly accepted the Said offer as full and final consideration amounting to towards the Said Property.

K. Vasanth

Amaswathi R. Masaramba



AND WHEREAS the Builder/Developer shall construct and complete the construction of the SAID 4 VILLAS as per the specification given in **SCHEDULE-III** herein and the plan annexed hereto;

AND WHEREAS the Owners/ Vendors and the Builder/ Developer have agreed to execute this Agreement for Development and Construction on the terms and conditions agreed as under :

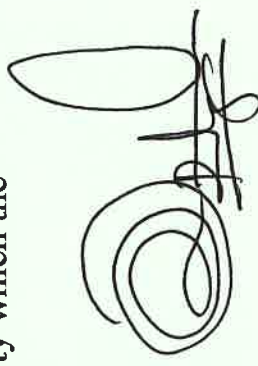
NOW THIS AGREEMENT IS WITNESS AS UNDER:-

1. In consideration of the Owners/Vendors permitting the Builder/Developer to develop the said property known as "DOSSOXIR" and also known as "DOXEXIR", admeasuring 2175 sq.mts, Surveyed under Survey No.493/2 of village Anjuna, Bardez, Go, more specifically described in the Schedule hereunder written, and in consideration of the Owners/ Vendors agreeing to convey or otherwise transfer in favour of the Builder/Developer and/or his nominees, the balance undivided and impartible right, title, interest and share in the said property upon reservation of the proportionate undivided and impartible right and share in the said property corresponding to the built up Villas to be allotted to the Said Owners/ Vendors as stipulated herein, by executing one or more Sale Deeds or Deeds of conveyance, as and when required by the Builders/Developer.

That in pursuance of the above agreement and in consideration the owners agreeing and undertaking to execute this Agreement for Development and Construction of the Said property by the Builder/Developer. The Builder/ Developer undertake to construct entirely on their own cost and expenses thereon for the owners the Said 4 Villas. The Villa No. 1 and 2 shall have super built-up area of 130 sq.mtrs excluding balconies having an approximate area of 40 sq mts, altogether amounting Rs. 130,00,000/- (Rupees One Crore Thirty Lakhs Only) and The Villa No. 9 and 10 jointly having super built up area of 279.93 sq. mts excluding balconies having an approximate area of 40 sq mts, altogether amounting Rs.1,90,00, 000/- (Rupees Ninety Five Lakhs Only), described in **Schedule-II** , and an amount of Rs. 10,50,000/- (Rupees Ten Lakhs Fifty Thousand Only) as full and final consideration towards the said property which the Owners/Vendors hereby agrees and acknowledges.

K. Haridas

Amoscar R. Malcomson

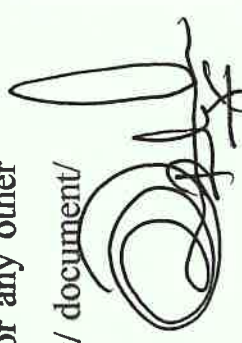


3. The Owners/Vendors hereby acknowledges the token amount of Rs. 8,00,000/- (Rupees Eight Lakhs Only) paid by the Builder/Developer towards the consideration amount payable of the said property.
4. The said property is valued at Rs.3,30,50,000/- (Rupees Three Crore Twenty Lakhs Fifty Thousand only).
5. It is agreed between the parties that the vendors/ owners shall obtain approvals and all necessary licenses and permissions from all the concerned departments in respect of development and construction in the Said Property in the owners/Vendors name and the owners shall extend to the builder all the necessary co-operation.
6. That it is agreed between the parties the Development and construction in the Said Property shall be carried out as per the approved plans, and as per the permissible FSI/FAR, annexed hereto is the survey plan of the Said Property.


That it is agreed between the parties that the Builder/ Developer shall complete the said project within the period of 2 years and 6 months from the date of Registration under provision of The Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder, Act with the Real Estate Regulatory Authority and also after the vendors/owners getting necessary approvals and NOC from Town And Country Planning Department and from Village Panchayat or from any government/ semi government department.
8. It is agreed between the parties that from the date of handing over the possession of the said 4 Villas, the responsibility/ liability for maintenance of the premises shall be of the respective owners and responsibility / liability with respect to the amenities and looking after the upkeep thereof shall be solely that of the respective owners.
9. It is agreed between the parties that the Owners/vendors shall pay Stamp duty and registration fee, Maintenance fee, Infrastructure Tax, GST or any other charges as applicable at the time of execution of any Deed/Agreement/ document/ amounts/ duties/charges in respect of the Said 4 Villas.

K. Harish

Amrutesh B. Nalcambar



10. It is agreed between the parties that any/all genuine delays caused by clearing the title and receiving the Conversion Sanad or any other approvals due to Owners/Vendors Prior legal Oversight, the Builder/Developer has a valid reason for extension of time for completion of the said villas without any prior approvals from the owners/Vendors.

11. That it is agreed between the parties that Builder/ Developer shall be entitled to seek extension of time for completion of the said project/the said 4 villas in the event of any delay caused due to war, civil commotion, court orders or any act of God without any consent from the owners/vendors.

12. It is agreed between the parties that upon the owners taking the delivery of the said 4 villas shall have no claim against the Builder/ Developer in whatsoever manner, which may be alleged not to have been carried out or completed. In case the delivery of the said villas as agreed hereinabove is not taken by the owners upon written/ oral intimation of the completion by the Builder/ Developer within a period of one month from the date of such intimation, then the Builder/ Developer shall not be liable for any claims raised by the Owners and it shall be always deemed that the builder/Developer has duly delivered the possession of the respective built up area to the owners from the date of expiry of such intimation.

13. It is agreed between the parties that after the date of possession or deemed date of possession whichever be earlier, the Owners/vendors shall not be entitled to make any claim regarding any item of work, the material used for construction, fitting, fixtures and amenities etc. and the Owners/Vendors shall not be liable for any claim whatsoever for these or for any other claim or claims.

14. It is agreed between the parties that if at any time prior to handing over of possession of the SAID 4 VILLAS to the Owners/Vendors as stipulated in this agreement, the floor area ratio presently applicable to the said property, described in Schedule-I hereto increased, such increase shall be shared between the parties herein, owners/ vendors to get 40 % and the Builder/ Developer to get 60% of the increased FAR.



K. Harvada *Amrutesh S. B. Madamdas*

15. After occupation, the Owners/vendors shall use the said 4 villas for residential purpose only for which the Said 4 Villas are being offered by the owners/vendors.

16. The Builder/Developer shall complete the construction of the said 4 villas, as the specification mentioned in **SCHEDULE-III** hereto and tender the possession thereof to the Owners/Vendors.

17. Any taxes, charges or outgoing levied by the Panchayat/ Municipality or any other competent authority exclusively pertaining to the said 4 Villas shall be borne by the Owners/Vendors, irrespective of the owners takes the possession of the said villas or not. That in case of any objections pertaining to non-fulfilment of the specifications of the said premises then the said taxes and charges etc. will be paid by the owners from the date of fulfilment of such specifications.

18. The Owners/Vendors irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the BUILDER/DEVELOPER and generally do all and every act that the BUILDER/DEVELOPER may call upon the OWNERS/VENDORS to do in the interest of the SAID PROJECT and the PURCHASERS/ALLOTTEES of other villas in the SAID PROJECT.



It is agreed between the parties that the Owners/Vendors upon taking the possession of the Said Villa shall carry out all internal repairs of the said 4 villas offered to the owners/vendors at their own cost and maintain it in good condition, state, order and repair and shall observe all the rules and bylaws of the SAID PROJECT. The Owners/vendors shall also always keep the Builder/Developer indemnified from all losses and payments which the Builder/Developer may hereto suffer or have to pay on behalf of the Owners/Vendors at any time in future.

20. It is agreed between the parties that the owners/vendors shall not do anything to the said 4 Villas or to the common passage or the compound which may be against the conditions or rules or bylaws of the Village Panchayat or any other authority. The Owners/vendors shall not, without the consent of the Builder/Developers make any changes/alteration, including any change in paint

K. Haseen

Shri. K. Haseen

colour to the external walls of the Said 4 Villas or any other area inside the Said Project.

21. It is agreed between the parties that it will be sole obligation of the Owners/Vendors to insure the Said 4 villas after the possession is offered to the Owners/vendors as aforesaid against all available insurance risk for an amount equal to the market/replacement value of the said 4 Villas, to pay every insurance premium regularly and to produce the insurance policy/policies as receipts for the paid insurance premium to the Builder/Developer time to time.

22. It is hereby agreed that the Builder/Developer shall be entitled and hereby permitted to make such variations and alterations in the building plan or in the layout/elevation of the said 4 Residential villas, the same shall be done by prior approval by the Builder from the owners/Vendors.

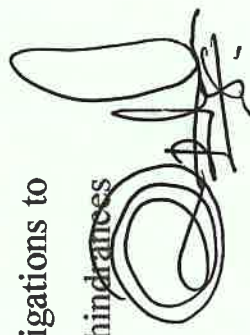
23. The owners further warranty and declare that the property which is the subject matter of this agreement is in their direct physical enjoyment and possession up to this day continuously and no person is having any claim towards the same or any part thereof under the tenancy, lease or otherwise and the owners have not entered into any agreement with any third party and the Builder/Developer in no way will be prevented by any third party claim from continuing or continuing the work in any manner whatsoever.

24. That the owner/vendors further warranty that the time period specified to complete the Said Project of the present agreement mentioned above will not restrict the builder/ developer to develop and dispose off the said property. Once the agreement for development and construction is executed with reference to the said property the builder/ developer will have exclusive right to develop and dispose off the other Villas in the said Project and the owners of the present agreement will have no objection for the same.

25. It is agreed between the parties that if any third party raises any dispute regarding the boundaries of the land referred to in **Schedule- I** and as shown in the survey plan, then the owners shall settle such disputes without any obligations to the builder/ Developer and shall remove all objections, obstructions or hindrances

K. Harshad

Anandharaj S. K. Madhavan



precluded from entering into the present Agreement for construction with the Builder/ Developer.

31. It is agreed between the parties that the development of the said property is subject to the approvals and conversion from the government authorities.
32. That the Original of this Memorandum of understanding will be deposited with the Builder/Developer and certified copies thereof will be with the owners.
33. The above condition shall be an essence of this contract.
34. All disputes arising between the Owners/Vendors and the Builder/Developer shall be referred for Arbitration in the State of Goa. Such Arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act 1996, or any modification thereof.
35. That the Owners/vendors and the Builder/Developer hereby declare that neither parties nor the Said Property belongs to SC/ST pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978
36. That this agreement is engrossed/printed on stamp paper of total value of Rs.



SCHEDULE-I

(Description of the Said Property)

ALL THAT IMMOVABLE PROPERTY known as “DOSSOXIR” and also known as “DOXEXIR”, admeasuring 2175 sq.mts along with house situated therein bearing House No. 1383, Surveyed under Survey No.493/2 of village Anjuna, Bardez, Goa, described in the Land Registration Office of Bardez under No’s. 38960 and 38961 of Book B-100 at page 22 and enrolled in the Taluka Revenue Office under Martiz No. 17 of 1st circumscription, , and presently surveyed under Survey No. 492, Sub-Division No. 2 of Village Anjuna, , District North Goa of the state of Goa and bounded as under :-

NORTH :- By Public road and Survey Nos. 492/3 and 492/4,

K. Jaisankar *Shri. K. Jaisankar*

SOUTH :- by Survey no. 492/3 and 492/5,
EAST:- by public road and Survey Nos. 492/3 and 492/4
WEST:- by rivulet.

SCHEDULE-II

(Description of the Said 4 Villas)

ALL THAT "VILLAS" identified as "VILLA No. 1" and "VILLA NO. 2", both having super built up area of 130 sqmts each excluding balconies having an approximate area of 40 sq.mtrs, comprising of 3 bedrooms, living dining, kitchen, bathroom, plunge pool.

"VILLA No. 9" and "VILLA No. 10" together having super built up area of 279.93 sq.mtrs excluding balconies having an approximate area of 40 sq.mtrs ,comprising of 4 bedrooms, living dining, kitchen, bathroom, gazebo, in the Project "QUINTA DEL MARIANO", developed on the **Schedule-I** property, situated at Anjuna, Bardez-Goa.



SCHEDULE-III

(Specifications of The Said 4 Villas)

THE BUILDER/DEVELOPER has agreed to provide the **SAID 4 VILLAS** as fully furnished unit. The details/list of items provided in the said 4 villas is described below. The Owners/vendors accept and understands that the items listed herein are Subject to market Availability.

CONCEPT & FEATURES

- Portuguese Architectural design concept
- Quaint and quiet blissful solitude
- Only 14 Exclusive Villas
- Landscaping
- Plunge Pool
- Semi Furnished

PROJECT FEATURES

- 24 Hours Security
- CCTV Surveillance
- 100% Power backup

PHILOSOPHY & STRUCTURE:

X. Mascarenhas *Mascarenhas S. Mascarenhas*

- Strong emphasis on foundation
- Large windows for Natural light and air circulation
- Traditional construction Techniques with rich material.
- High Plinth level with damp proofing
- High quality electrical and Sanitary Fittings

LIVING AND DINING

- False ceiling with LED lights
- Provisions for television and Set top
- Provision for additional lighting decor and chandelier.
- Windows will consists of Three track mesh

KITCHEN

- Modular Kitchen with soft touch cabinet
- LED light fixtures
- Electric Chimney
- Kitchen Hob
- Scratch Proof and Rust proof Sink
- Hot and Cold Tap for the Sink

BED ROOMS

- Air Conditioned
- Provision for T.V and set top box
- LED lighting fixtures
- Built in wardrobe for master bedrooms



BATH ROOMS

- Sanitary ware by “QUEO” or equivalent.
- Hot and Cold taps for the basin
- wet and dry Shower enclosure
- LED lighting fixtures

WITNESS THEREOF the parties hereto have subscribed their respective hands to these presents on the day, year and place first hereinabove written, after having read and understood the contents hereof in presence of the following witnesses, who have signed herein below.

K. Harish *Ameswari B. Mascarenhas*

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED
“OWNER/ VENDOR NO. 1”

Mr. Kenneth Gregory Mascarenhas

K. Mascarenhas

Mr. Kenneth Gregory Mascarenhas



SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED
OWNER/ VENDOR NO.2”

Mrs .Lucia Freda Mascarenhas

Mascarenhas

Mrs. Lucia Freda Mascarenhas



SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED
“OWNER/ VENDOR NO. 3

Mrs. Carmen Vernon Fernandes,

OWNER/ VENDOR No. 4

Mr. Vernon Mario Fernandes AND

OWNER/ VENDOR No. 5

Ms. LEENA DEODITA MASCARENHAS

Represented Through their respective “POWER OF ATTORNEY

HOLDER” Mrs. Bertha Angelica Mascarenhas

alias Bertha Mascarenhas.



B. Mascarenhas

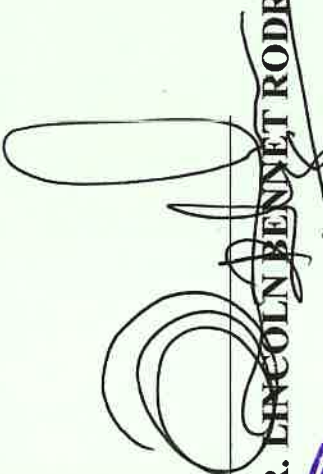
Mrs. Bertha Angelica Mascarenhas

alias Bertha Mascarenhas

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
“BUILDER/DEVELOPER”

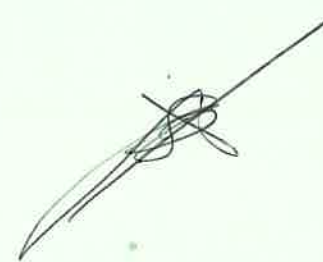
M/S. BENNET AND BERNARD CUSTOM HOMES PRIVATE LTD

Through its Director MR. LINCOLN BENNET RODRIGUES


MR. LINCOLN BENNET RODRIGUES



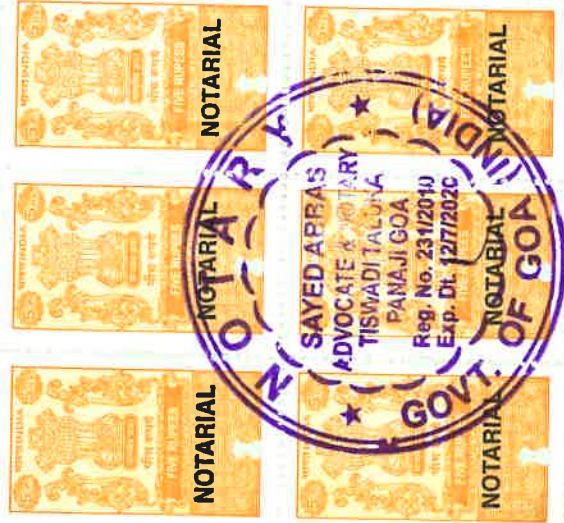
IN THE PRESENCE OF WITNESSES:

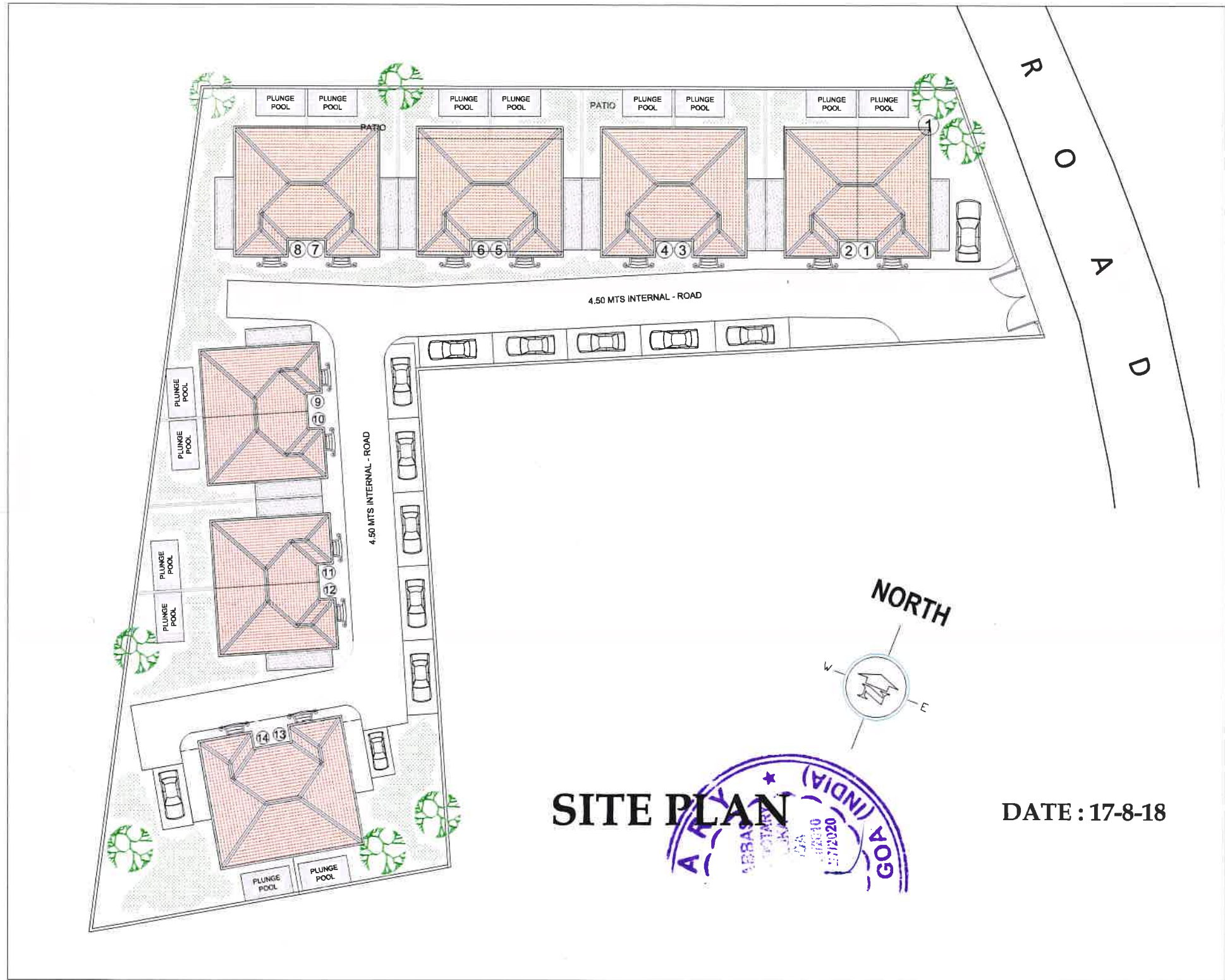

GHA...hapank. A. Rai

2)  Sneha C Naik

EXECUTED BEFORE ME
WHICH I ATTEST
Reg. Sr. No. 5201/2018 Date 23/11/2018


SAYED ABBAS
Advocate & Notary
Tiswadi Taluka
Panaji-Goa 403001
Reg. No. 231/2010





K. V. Narasimha
Amosarulu B. Narasimha
Off