भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

गोवा GOA

241485

Date 26/4/19 Sr. No. 135 Value Rs. 500

Name of Purchaser Shamsundar V. Komar

Resident of Ribandar

Place of Vendor Panaji

Licence No. AC/GTP/VEN/102/2008

Sign of Vendor

Sign of Purchaser

NOTARY
SUBHASH P. SAWANT
ADVOCATE & NOTARY
STATE OF GOA
PANJIM-GOA
Reg. No. 134
GOVT. OF GOA (INDIA)

Subhash P. Sawant
Advocate & Notary
State of Goa
Panjim Goa. 403 001
Reg No.134

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made at Panaji, Goa on this 29th day of April, 2019

R. S. Kamat

(1) **Mr. SHAMSUNDER V. KAMAT**, son of late Vassudev Visvonata Camotim, 58 years of age, married, PAN card No. ALPPK1835R, Indian National, resident of St. Pedro, Tiswadi, Goa.

(2) **Mrs. RUKMA S. KAMAT**, wife of, Shamsunder V. Kamat, 54 Years of age, married, PAN card no. ALPPK1836N, Indian National, resident of St. Pedro, Tiswadi, Goa.

Hereinafter jointly referred as the **'LAND OWNERS'** (which expression shall mean and include their heirs, executors, administrators and assigns) of the ONE PART.

AND

KAMAT WEST CONSTRUCTION INDIA PVT. LTD., a Private Limited company incorporated under companies Act 1856, represented by its Director **Mr. Sanat Shamsundar Kamat**, 25 years of age, single, PAN card No. CMTPK1067L, Indian National, resident of St. Pedro, Tiswadi, Goa. Hereinafter referred as the '**DEVELOPER**' of the OTHER PART

WHEREAS, there exist a part and parcel of land admeasuring an area of 34600 Sq. mts. being a part of whole property known as 'BONOBO' surveyed under survey no. 21/1 of Village Baiguinim, which property as a whole is described in the Land Registration Office under no. 10037, book G-19, Page 69 and enrolled in taluka revenue office under matriz no. 165, situated at Baiguinim, Old Goa, within the limits of Village Panchayat of Se Old Goa, hereinafter referred to as SAID PROPERTY.

AND WHEREAS, the LAND OWNERS have obtained a conversion sanad for land admeasuring 7372 Sq. Mts. vide Sanad no. RB/CNV/TIS/COLL/14/2011, which is a part of SAID PROPERTY.

R.S.Kamat

Hereinafter referred to as SAID CONVERTED LAND and as more particularly described in schedule II herein below.

AND WHEREAS, the LAND OWNERS were proposing to develop a PART of the SAID CONVERTED LAND admeasuring 1536.27 Sq. Mts. by constructing thereon a residential cum commercial building consisting of flats and shops. Hereinafter referred to as DEVELOPED LAND and as more particularly described in schedule III herein below

AND WHEREAS, said building referred in above paragraph on the DEVELOPED LAND shall be known and hereafter referred to as 'WEST COAST RESIDENCY 1'

AND WHEREAS, Town and country planning department, Government of Goa, Panaji Goa has granted technical clearance order on 30/6/2014 bearing ref no. TIS/7136/BAI/TCP/14/754 for the proposed construction of residential cum commercial building in the DEVELOPED LAND surveyed under survey no. 21/1 of Village Baiguinim;

AND WHEREAS, Primary health centre, Corlim, Goa has issued No Objection Certificate vide letter dated 08/07/2014 from sanitary point of view for undertaking the proposed construction;

AND WHEREAS, the village panchayat of Se Old Goa, vide no. VP/SOG/TIS/2014-2015/1721 dated 25/07/2014 has issued construction license no. VP/SOG/12/2014-15 for undertaking construction of the said Commercial cum Residential Building in the part of the DEVELOPED LAND.

AND WHEREAS, the LAND OWNERS had offered DEVELOPER to construct the said Project of West Coast Residency I on such terms as mutually agreed by them, however the formal agreement in this regard had not been drawn.

R.S.Kamat

AND WHEREAS, the parties draw the present MOU on the terms and conditions as under.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-

I) The DEVELOPER having incurred the cost of construction of the building of total built up area admeasuring 2393.145 Sq mts. on the DEVELOPED LAND shall retain All Flats on 2nd and 3rd floor of the West Coast Residency I i.e 4 2BHK and 4 3BHK flats along with 8 covered parking in stilt whereas will be occupied/retained/owned by The DEVELOPER. The DEVELOPER shall be at liberty to deal with the same in the manner it wish without any consent of the LAND OWNERS. However the LAND OWNERS shall if requested sign the Deeds, Agreements or any other Documents without any charges in any instrument which the DEVELOPER might execute with third party as regards to transfer of said units on 2nd and 3rd floor of the West Coast Residency I.

II) All Flats on 1st and 4th floor of the West Coast Residency I i.e 4 2BHK and 4 3BHK flats along with 8 covered parking in stilt whereas will be occupied/retained/owned by The LAND OWNERS. The LAND OWNERS shall be at liberty to deal with the same in the manner it wish without any consent of the DEVELOPER. However the DEVELOPER shall if requested sign the Deeds, Agreements or any other Documents without any charges in any instrument which the LAND OWNERS might execute with third party as regards to transfer of said units on 1st and 4th floor of the West Coast Residency I.

III) All 5 Shops On Ground Floor will be occupied/retained/owned by The LAND OWNERS. The LAND OWNERS shall be at liberty to deal with the same in the manner it wish without any consent of the DEVELOPER. However the DEVELOPER shall if requested sign the Deeds, Agreements or any other Documents without any charges in any instrument which

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the LAND OWNERS might execute with third party as regards to transfer of said shops on ground floor of the West Coast Residency I.

IV) The DEVELOPER is responsible to complete any pending work in the Said West Coast Residency I.

5) The LAND OWNER shall assist the DEVELOPER and the their flat/shop/office premises/garage holder in forming a co-operative society, limited company, association of persons or such other entity for owing and/or maintaining the said property and/or the complex along with them. It shall be entirely at the discretion of the DEVELOPER to decide whether the premises owners should form a Co-operative Society, a Limited Company, an Association of persons or any other entity.

6) Though the licences and permissions shall be in the name of the LAND OWNERS, the project and works undertaken therein shall as far as the labour, contractors and actual construction activities on site are concerned, be considered as exclusive construction activity of the DEVELOPER and the LAND OWNERS shall not be responsible, liable or considered as a principal employer vis a vis any labourers, contractors or sub-contractors of the DEVELOPER and in that regard the DEVELOPER shall indemnify and keep indemnified and protected the LAND OWNERS at all times from the following and any other claims civil or criminal liabilities, costs or expenses arising out of the same, including but not limiting to :-

R.S. Kanat

a. Any claims or disputes of whatsoever nature or under any Law whatsoever by any Engineer, employee, labourer, contractor, subcontractor, workmen, suppliers of materials or other like persons.

b. Any violations or breach of any laws, regulations, byelaws, rules or other illegalities whatsoever during the course of construction or developments.

c. Any claims by any third parties on account of any eventualities such as accidents, landslides or other like events or on any other heads or counts not attributable to the LAND OWNERS.

d. Any claims by any third parties on account of any transactions, dealings or other understandings as between the DEVELOPER and such other party.

8) Both the parties hereto give their consent to this Memorandum of Understanding.

SCHEDULE I

(DESCRIPTION OF SAID PROPERTY)

All that part and parcel of land admeasuring an area of 34600 Sq. mts. being a part of whole property known as 'BONOBO' surveyed under survey no. 21/1 of Village Baiguinim, which property as a whole is described in the Land Registration Office under no. 10037, book G-19, Page 69 and enrolled in taluka revenue office under matriz no. 165, situated at Baiguinim, Old Goa, within the limits of Village Panchayat of Se Old Goa and is abounded as under:

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North: By Public Road

South: By Property Bearing Survey No. 21/2-D & Property Bearing Survey No. 21/2-E

East: Property Bearing Survey No. 21/1-A & Property Bearing Survey No.20/2

West: By Public Road

SCHEDULE II

(DESCRIPTION OF SAID CONVERTED LAND)

All that part and parcel of land admeasuring an area of 7372 Sq. mts. being a part of SAID PROPERTY which is described in schedule I herein above, and is bounded as under:

North: By Property Bearing Survey No. 21/1(Part) & Property Bearing Survey No. 21/1-A

South: By Property Bearing Survey No.21/1(Part)

East: By Property Bearing Survey No.21/1-A

West: By Property Bearing Survey No. 21/1 (Part)

Ramat

R. S. Ramat

Ramat

SCHEDULE III

(DESCRIPTION OF DEVELOPED LAND)

All that part and parcel of land admeasuring an area of 1536.27 Sq. mts. being a part of SAID CONVERTED LAND which is described in schedule II herein above, and is bounded as under:

North: By Property Bearing Survey No. 21/1 (Part)

South: By Property Bearing Survey No. 21/1 (Part)

East: By Property Bearing Survey No. 21/1 (Part)

West: By Property Bearing Survey No. 21/1 (Part)

IN WITNESS WHEREOF the parties hereto have hereunto signed this agreement on the day month and year first hereinabove mentioned in presence of witness.

SIGNED AND DELIVERED by the within

Named **LAND OWNERS**

Mr. Shamsunder V kamat

NOTARY
SUBHASH P. SAWANT
ADVOCATE & NOTARY
STATE OF GOA
PANJIM GOA
Reg. No. 134
GOVT. OF GOA (INDIA)

(Pan Card no. ALPPK1285R)

R. S. Kamat

Mrs. Rukma Kamat

R S Kamat

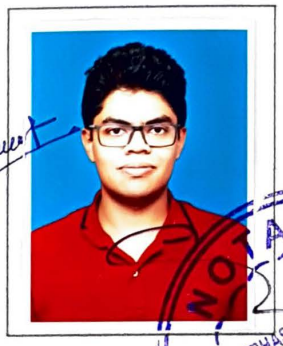
CPan Card no. AIPPK1836N)

SIGNED AND DELIVERED by the within

Named **DEVELOPER**

Through its Director

Mr. Sanat S Kamat



CPan Card no. CMTPK1067L)

Witness

1) Laxman Bhonkar

2) Baban Pawar

R.S. Kamat

EXECUTED BEFORE ME
WHICH I ATTEST

Subhash P. Sawant
Advocate & Notary
State of Goa
Panjim Goa. 403 001
Reg No.134

Regno:-1382/L
Dt:-29/04/19