



गोवा GOA

DATE 27/3/18 S/N NO. 4765 VALUE 500/-

474888

NAME OF PURCHASER Gaurish Pereira

RESIDENT OF Famil PURPOSE .....

PLACE OF VENDOR, PANAJI

VENDOR'S SIGN  
Chandrakant Patil  
Lic. No. AC/STP/VEN/LIC/23/2004

PURCHASER SIGN  
Gaurish Pereira



**MEMORANDUM OF UNDERSTANDING**

Chandrakant Patil  
Gaurish Pereira

This Memorandum of Understanding is executed at Mapusa, Goa, on this 15<sup>th</sup> day of the month of November 2020

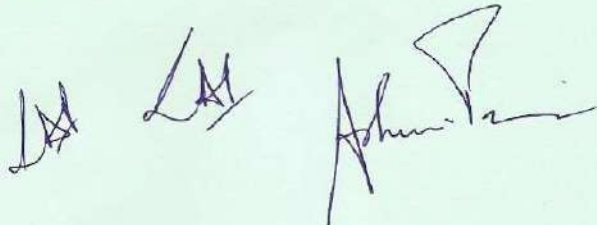
**BETWEEN**

**MR GAURISH PEREIRA**, son of Shri. Armando Pereira, aged 43 years, businessman, unmarried, holding **PAN CARD NO:** [REDACTED], Mobile No. [REDACTED] **Aadhaar No.** [REDACTED], resident of Pereira Building St-Inez, Panaji - Goa hereinafter referred to as the **OWNER/VENDOR** (which expression shall, unless it be repugnant to the context or meaning thereof, shall include his heirs, successors, administrators and assigns) of the **ONE PART**;

**AND**

**M/s SHARAYU GLOBAL**, a partnership firm, holding **PAN CARD NO:** [REDACTED], Registered at Registrar of Firms Ilhas by Ms Pramila Parate, having Registration No [REDACTED] having office at 512, Gera's Imperium II, Patto Plaza, Panaji - Goa, represented by its partners,

1. **Mr Gaurish Pereira** aged 43 years, businessman, unmarried, son of Shri. Armando Pereira, holding **PAN CARD NO:** [REDACTED] Mobile No. [REDACTED], Aadhaar No. [REDACTED], and
2. **Ms Ashwini Pereira** aged 42 years, Architect, in business, unmarried daughter of Mr. Armando Pereira, holding **PAN CARD NO:** [REDACTED], Mobile No. [REDACTED], Aadhaar No. [REDACTED], both residing at flat no 5 & 6, Pereira Building St-Inez, Panaji-Goa; hereinafter referred to as **THE DEVELOPER** (which expression shall, unless it be repugnant to the context or meaning thereof, shall include its successors, administrators and assigns) of the **OTHER PART**





ALL INDIAN NATIONALS

WHEREAS, there exists all that part and parcel of land bearing Survey No 93/2 - D, Village Marna, Bardez admeasuring 2000 m<sup>2</sup>, being a plot admeasuring 1808.55 m<sup>2</sup> along with a 6 meters wide strip admeasuring 191.45 m<sup>2</sup> making a total area of 2000 m<sup>2</sup> along with perpetual right of use of the 8 meters wide access abutting the Village Road and running through the property bearing Sy No 93 / 2 of Village Marna, Bardez up to the SAID PLOT. The said property is situated at MARNA, within the limits of Village Panchayat of Marna - Siolim, Taluka and Registration Sub - District of Bardez, District North - Goa in the State of Goa which property is described in the Office of the Land Registrar under No 37,226 at Folio 141 of Book B - 95 and is enrolled in the Taluka Revenue Office under Matriz No 418.



AND WHEREAS, the VENDOR herein is the lawful owner in possession of the property described in detail in the Schedule I hereunder having purchased the same Vide Deed of Sale dated 06/01/2009 which Deed is duly registered before the office of the Sub - Registrar, Bardez - Goa.

AND WHEREAS, vide order dated 02/05/2008, the office of the Collector, North Goa District, Panaji- Goa has granted conversion of use of land from agricultural into non- agricultural purpose, vide Case No. RB/CNV/BAR/148/2007.

AND WHEREAS, vide order dated 24/11/2020, bearing Ref.No. TPB/6327/MARNA/TCP-2020/4363 The Town and Country Planning Department has granted permission in respect of construction of Residential Building Block A & B, Swimming Pool and part Compound in Sy. No 93/2 - D at Marna Village, Taluka Bardez - Goa.

AND WHEREAS, the Directorate of Health Services, Primary Health Centre, Siolim has granted Provisional NOC from Sanitation point of view for proposed Construction of Residential building Block A & Block B, Swimming Pool and Part Compound Wall vide No: PHCS/NOC-Const/20-21/1657.

AND WHEREAS, the Village Panchayat Sioloim - Marna has granted Construction License dated 23/12/2020 vide Ref No. VP/S.M/2020-21/BAR/30/2320 for the proposed residential development comprising of 35 single bedroom apartments.

AND WHEREAS, the Vendor had already agreed to sell the SAID PROPERTY to the Developer in the year 2017 herein for a total consideration of Rs. 1.50 Crores (Rupees One Crore and Fifty Lakhs Only) which consideration stands revised to Rs. 1.70 Crore (Rupees One Crore and Seventy Lakhs Only).

AND WHEREAS, the Vendor has handed over documents of title relating to the SAID PROPERTY to the Developer, that the Developer is satisfied with the title of the SAID PROPERTY.

AND WHEREAS, the Vendor has offered to sell and the Developer has agreed to purchase the SAID PROPERTY for a total consideration of Rs. 1.70 crores ( Rupees One Crore and Seventy lakhs only) based on the terms and conditions stipulated herein.

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER: -**

1. The **Developer** has agreed to purchase the SAID PROPERTY from the Vendor for a total sale consideration of Rs. 1.70 crores (Rupees One Crore and Seventy lakhs only).
2. The **Developer** has already paid to the **Vendor** a sum of Rs. 1.50 crores (Rupees One Crore and Fifty lakhs only), on execution of this





Memorandum of Understanding which amount the Vendor admits and acknowledges having received.

3. The **Developer** undertakes to pay the balance amount within a period of 12 months from the date of execution of this Memorandum of Understanding.
4. The **Developer** by virtue of this Memorandum of Understanding has been granted irrevocable right to construct, sell and receive the consideration in its own name with respect to the apartments proposed to be constructed in the project identified as "Sharayu Sunny Days" without any interference from the **Vendor** and in the manner in which they may deem fit. The Vendor undertakes to execute any document(s) that may be required to be executed by the **Developer** in favour of the Purchasers of the units to be constructed in the SAID PROPERTY.
5. The Vendor shall not have any right, interest in the development so carried except to the extent that he has to receive the balance sale consideration from the **Developer**.
6. That it is the responsibility of the **Developer** to carry out the construction as per the approved plan. That the cost of the entire development shall be borne by the **Developer** and that they shall recover the same from the Customers who are desirous of purchasing units in the residential complex.
7. It is agreed by and between the parties hereto that the legal possession of the SAID PROPERTY shall remain with the **Vendor**.
8. It is agreed by and between the parties hereto that the **Developer** shall be solely responsible and liable for all legal, taxation, monetary or any other consequences that may arise from the development and sale of the aforesaid units and the **Developer** shall have no direct or



*[Handwritten signatures]*

indirect involvement in any manner whatsoever save and except the right to receive the balance consideration.

9. On the basis of this Memorandum of Understanding the **Developer** is entitled to make advertisement by displaying the board in any other manner for the scheme over the land mentioned in the schedule.
10. The **Developer** is entitled to measure the said property, fix the boundary and revise the plans if necessary at their own costs.
11. That all other sanctions, permissions, approval, revisions from the authorities concerned shall be obtained by the **DEVELOPER** at their own costs and expenses.
12. The property plan annexed hereto shall constitute integral part of this Memorandum of Understanding..
13. The **Vendor** shall not have right of any nature over any of the flats including stilt/ open parking area and the **DEVELOPER** is entitled to use all the F.S.I which they are entitled after getting approval from the concerned authorities.
14. The **DEVELOPER** shall be entitled to sell the flats along with the corresponding undivided proportionate Share in the Land in the proposed Project to be constructed by them on the said property to the prospective purchasers, tenants etc. And for that purpose to enter into agreements or such other writing or documents. It is also agreed that the **DEVELOPER** shall be entitled to receive and retain with them all the moneys from the persons to whom the said premises/ flats are sold or allotted as the case may be in the building to be constructed by the **DEVELOPER** on the said property and to appropriate the same in such manner as the **DEVELOPER** deems fit and all such moneys received by the **DEVELOPER** from such persons belong to the **DEVELOPER** and will be received by them in their own account.

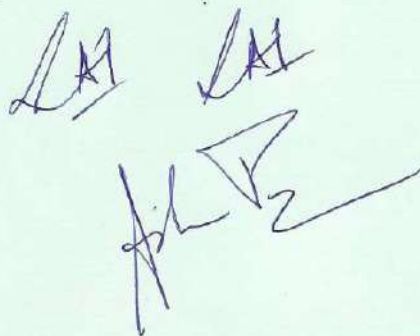


*[Handwritten signatures]*

15. After the receipt of the full consideration by the **OWNER** from the **DEVELOPER**, the **OWNER** shall execute Deed of Conveyance as may be desired by the **DEVELOPER** in respect of the said property or portions thereof, as the case may be, in favor of a Co-operative Society or Societies or Association of persons or other body Corporate/Independent Persons who have agreed to acquire flats/shops/ etc. from the **DEVELOPER** but at the costs and expenses in all respects being borne and paid by the **DEVELOPERS/Co-op Society/Association/Independent Persons** including stamp duty and registration charges.

16. All disputes which may arise between the parties to this agreement, whether in relation to the interpretation of the clauses and conditions of this agreement, and /or, about the performance of these presents or concerning any act of omission or commission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, in relation to any matter whatsoever concerning this agreement shall be settled by arbitration in accordance with The Arbitration and Conciliation Act, 1996.

17. The Parties to this Memorandum of Understanding do not belong to SC/ST.



**SCHEDULE-I**

All that part and parcel of land bearing Survey No 93/2 - D, Village Marna, Bardez admeasuring 2000 m<sup>2</sup> being a plot admeasuring 1808.55 m<sup>2</sup> along with a 6 meters wide strip admeasuring 191.45 m<sup>2</sup> making a total area of 2000 m<sup>2</sup> along with perpetual right of use of the 8 meters wide access abutting the Village Road and running through the property bearing Sy No 93 / 2 of Village Marna, Bardez up to the SAID PLOT. The said property is situated at MARNA, within the limits of Village Panchayat of Marna - Siolim, Taluka and Registration Sub - District of Bardez, District North - Goa in the State of Goa which property is described in the Office of the Land Registrar under No 37,226 at Folio 141 of Book B - 95 and is enrolled in the Taluka Revenue Office under Matriz No 418.



The said Plot is bounded as under:-

Towards the North: - By Sy No 93/6, 7 and 8

Towards the South: - part of the Sy No 93/2

Towards the East: - By Sy No 93/2 and 93/11

Towards the West: - By Sy No 93/4

**IN WITNESS WHEREOF**, the parties have executed and signed this Memorandum of Understanding, on the day, month and year, first above written, in the presence of two attesting witnesses



SIGNED AND DELIVERED )  
By the VENDOR/ OWNER)



Mr. Gaurish Pereira  
VENDOR




1.  \_\_\_\_\_

2.  \_\_\_\_\_


3.  \_\_\_\_\_

4.  \_\_\_\_\_

5.  \_\_\_\_\_

1.  \_\_\_\_\_

2.  \_\_\_\_\_

3.  \_\_\_\_\_

4.  \_\_\_\_\_

5.  \_\_\_\_\_

Signed, Sealed and delivered  
by the  
**DEVELOPER**



**MR. GAURISH PEREIRA**  
**M/s SHARAYU GLOBAL**



Two handwritten signatures in blue ink, one above the other, located in the bottom right corner of the page.




Signed and delivered  
by the  
**DEVELOPER**


*[Handwritten signature]*




**MS. ASHWINI PERELRA**  
**M/s SHARAYU GLOBAL**


1.  \_\_\_\_\_


2.  \_\_\_\_\_


3.  \_\_\_\_\_

4.  \_\_\_\_\_

5.  \_\_\_\_\_

1.  \_\_\_\_\_

2.  \_\_\_\_\_

3.  \_\_\_\_\_

4.  \_\_\_\_\_

5.  \_\_\_\_\_

*[Handwritten signatures]*

**WITNESSES**

**1. Nandita Naik Desai**

w/o Nandan Naik Desai  
H. No. 238/A, Baman Wada,  
Madhala Wada, Parce,  
Pernem - Goa 403512  
Aadhaar No. [REDACTED]  
Mob No 9637995553

*Nandita*

**2. Vindesh Barreto**

S/o Ishwar Barretto  
H. No. 42, Odxel, Taleigao,  
Panaji - Goa 403003  
License No. GA07 20100000549  
Mob No 9545536465

*Barreto*

*[Handwritten signatures]*



Executed before me  
which I attest

*[Signature]*  
ARUN WADKAR  
NOTARY AT TISWADI TALUKA  
STATE OF GOA-INDIA  
REG. No. 382/14  
DATED 19/9/2014

.....  
Dated.....  
Reg. No.....  
Reg. No. 79  
Dated 4/11/2021

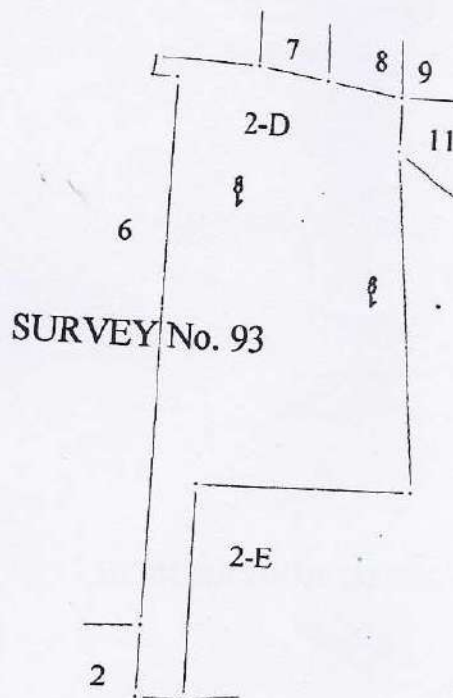


GOVERNMENT OF GOA  
 Directorate of Settlement and Land Records  
 Office of Inspector of Survey and Land Records  
 BARDEZ - GOA

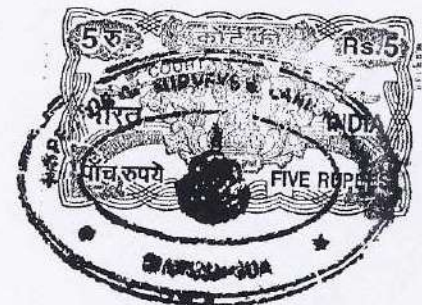
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Plan Showing plots situated at  
 Village : MARNA  
 Taluka : BARDEZ  
 Survey No./Subdivision No. : 93/ 2-D  
 Scale : 1 : 1000



*[Signature]*  
 (Rajesh R. Pai Kuchelkar)  
 Inspector of Survey &  
 Land Records.

*[Handwritten signature]**[Handwritten signature]**[Handwritten mark]*

Generated By : Pratap Moulekar (D'Man Gr. II)  
 On : 21-08-2017

Compared By: *[Signature]*  
 21/8/17  
 (HS)