MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed on this 1st day of April of the Year Two Thousand and Nineteen at Panaji-Goa;

BETWEEN

Mr. MILIND B. KELEKAR, Son of Mr. Bhalchandra R. Kelekar, Occupation Business, Age 48, Married, Indian National, and having PAN CARD bearing no: CEWPK5072E, resident of Flat 825, Kamat Royale, Caranzalem Goa 403002, by virtue of being sole owner of KELEKAR DEVELOPERS, hereinafter referred to as 'FIRST PARTY or SELLER' (which expression shall unless be repugnant to the context or meaning thereof be deemed to include his heirs, administrators, executors, legal representatives and assigns) of the FIRST PART.

AND

AND

MR KIRIT J. MAGANLAL, age 60 years, s/o Mr. Jaisinh Maganlal, Occupation Business, Married, Indian National, and having PAN CARD bearing no: ABRPJ2762N, resident of Villa No. 2, Kamat Villas, Caranzalem, Goa 403002, by virtue of being partner of ENKAY DEVELOPERS, a partnership firm, hereinafter referred to as 'CONFIRMING PARTY' (which expression shall unless be repugnant

to the context or meaning thereof be deemed to include their heirs, administrators, executors, legal representatives, assigns and transferees-in-interest) of the THIRD PART.

MRS ANDREA MAGANLAL, age 56 years, d/o late Cdr. Henry Azevedo, Occupation Business, Married, Indian National, and having PAN CARD bearing no: ACOPM2554M, Resident of Villa No. 2, Kamat Villas, Caranzalem, Goa, 403002 by virtue of being partner of ENKAY DEVELOPERS, a partnership firm, hereinafter referred to as 'CONFIRMING PARTY' (which expression shall unless be repugnant to the context or meaning thereof be deemed to include their heirs, administrators, executors, legal representatives, assigns and transfereesin-interest) of the FOURTH PART.

MR SAMEER BALEKUNDRI, age 36 years, s/o late Bashir Ahmed, Occupation service, Married, Indian National, and having PAN CARD bearing no: BNHPB9337E, resident of House No. 36, Borchem Bhat, Caranzalem, Goa, 403002 by virtue of being partner of ENKAY DEVELOPERS, a partnership firm, hereinafter referred to as 'CONFIRMING PARTY' (which expression shall unless be repugnant to the context or meaning thereof be deemed to include their heirs, administrators, executors, legal representatives, assigns and transfereesin-interest) of the FIFTH PART.

WHEREAS all the CONFIRMING PARTIES, hereinafter collectively referred to as 'LANDLORDS/DEVELOPER', are partners in ENKAY DEVELOPERS, a partnership firm which owns and are in possession of plot surveyed under Chalta No. 7 of P. T. Sheet No. 99 of City Survey Panaji, more particularly described in SCHEDULE I and II hereunder written and herein after referred to as PLOT NO. 1 AND plots surveyed under Chalta No. 8 and 9 of P. T. Sheet No. 99 of City Survey Panaji, more particularly described in SCHEDULE I and III hereunder written and herein after referred to as PLOT NO. 2 and 3 respectively. The said plots No. 1, 2 and 3 have since been amalgamated by the North Goa Planning and Development Authority (NGPDA) vide Approval Order No. NGPDA/2096/966 dated 11/08/2017.

WHEREAS M/s ENKAY DEVELOPERS made a conversion application for the SAID PLOTS to the Office of Deputy Collector-Panaji Goa and was granted Conversion Sanads vide case nos. 16/CNV/TIS/18/2017/145 and 16/CNV/TIS/18/2017/146, both dated 12-12-2017.

AND WHEREAS the North Goa Planning and Development Authority (NGPDA) has granted Technical Clearance dated 11/08/2017, vide Technical Clearance No. NGPDA/2096/966 for the said plots, for construction of an independent Commercial cum Residential building and compound wall thereon.

AND WHEREAS the Corporation of the City of Panaji (CCP) has granted Construction License dated 15/12/2017 bearing no. F1/CCP/ENG/CONST-LIC-16/2017-2018/47 for the SAID PLOTS to construct the proposed Commercial cum residential building.

AND WHEREAS the FIRST PARTY who is an Architect cum Builder by profession, has already executed a Pre-Sell Agreement to purchase specific built up area from ENKAY DEVELOPERS. Under this agreement dated 03-01-2019, Eight flats have been allotted to the FIRST PARTY within the proposed building and the LANDLORDS have vested full rights on them to 'FIRST PARTY/SELLER' to execute agreements of sale or Memorandum of Understandings with third party purchasers of his choice.

AND WHEREAS the LANDLORDS have accordingly, commenced the construction of the building on the said plots.

AND WHEREAS the PURCHASER has approached the FIRST PARTY/SELLER with a desire to purchase a residential apartment which is being constructed in the said plots, identified as Apartment No. 303, admeasuring 185 sq. mts. of super built up area which is described in detail in Schedule IV hereunder written and shall hereinafter be referred to as the SAID APARTMENT.

AND WHEREAS the FIRST PARTY/SELLER has agreed to sell the SAID APARTMENT to the PURCHASER for a total consideration

amount of Rs 92,50,000 (Rupees Ninety Two Lakhs Fifty Thousand only), which includes the cost of corresponding proportionate undivided share in the SAID PLOTS, one covered parking spot inside basement floor (location to be identified at a later date), subject to the further terms and conditions hereinafter appearing.

AND WHEREAS the PURCHASER has agreed to pay to the FIRST PARTY/SELLER, the said consideration amount of Rs 92,50,000 (Rupees Ninety Two Lakhs Fifty Thousand only), as per the mode of payment given in Schedule No. V, hereunder written and other incidental amount in the manner stipulated hereinafter and has also agreed to abide by the other terms and conditions stipulated hereinafter.

AND WHEREAS the PURCHASER has seen, verified and approved the Plan of the SAID APARTMENT which is attached hereto and marked in red boundary line and for the purpose of identification signed by the parties hereto. The above said Plan A and specifications shall however, be subject to changes, which may be required to be made at the instance of the competent authority or authorities or the Architect of the LANDLORDS.

AND WHEREAS the parties have accordingly decided to execute this Memorandum of Understanding (MOU).

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. PREMISES:

- (a) The FIRST PARTY / SELLER agree to sell to the PURCHASER and the PURCHASER agrees to purchase from the SELLER, the said APARTMENT No. 303, admeasuring 185 sq. mts. of super built up area and which is more particularly described in Schedule IV hereunder written and delineated in red colour boundary line on Plan A annexed hereto.
- (b) The said APARTMENT shall be sold as an immovable property by way of execution and registration of the requisite Deed of Conveyance, in the manner stipulated hereinafter.

2. CONSIDERATION:

- (b) The aforesaid sum of Rs 92,50,000 (Rupees Ninety-Two Lakhs Fifty Thousand only), includes the cost of the incidence of land proportionate to the super built up area of the SAID APARTMENT.
- (c) The aforesaid sum of Rs 92,50,000 (Rupees Ninety Two Lakhs Fifty Thousand only), also include the cost of the allotment of one parking area in the basement of the said building, which shall be allotted exclusively to the PURCHASER by the DEVELOPER and SELLER, for his occupation and parking of his vehicle.

3. <u>DELIVERY</u>, <u>USE AND MAINTENANCE OF THE APARTMENT:</u>

- APARTMENT on or before 31/12/2021, subject to an extension of further three months and after obtaining the Occupancy Certificate from the Competent Authorities, hand over its possession to the PURCHASER, provided all the amounts due and payable by the PURCHASER under this Agreement are paid by the PURCHASER to the SELLER.
- (b) (i) The DEVELOPER/SELLER shall upon receipt of the requisite Occupancy Certificate, intimate the same to the PURCHASER and the PURCHASER shall within 15 days

from the receipt of the said notice, take possession of the SAID APARTMENT.

- (ii) From the date of the Occupancy Certificate for the SAID APARTMENT, the responsibility/liability for payment of Municipality and other taxes, maintenance of the said flat shall be of the PURCHASER and the responsibility/ liability with respect to the common amenities of the development scheme "Magsons Towers" and looking after the upkeep thereof shall be jointly that of all the owners of the apartments.
- (iii) The DEVELOPER/SELLERS upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT in accordance with this Agreement and shall not be responsible in any manner whatsoever, if the PURCHASER delays to take possession of the said APARTMENT.
- (c) The DEVELOPER/SELLERS shall not incur any liability if they are unable to deliver the possession of the SAID APARTMENT by the date stipulate in the Clause No.3(a), if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power/drainage/ sewage connection or by reason of war, civil commotion or any act of the God or if non-delivery is

as a result of any notice, order, rule or if non-delivery is as a result of any notice, order rule or notification of the Government and/or any Court/Forum and/or any other public or Competent Authority or for any other reason beyond the control of DEVELOPER/SELLER and in any of the aforesaid events, the DEVELOPER/SELLER shall be entitled to reasonable additional extension of time of two months, beyond which the SELLER shall be liable to pay to the PURCHASER 8% interest per year on the cost price of the said APARTMENT, until PURCHASER receives the possession of the SAID APARTMENT.

(d) (i) If for reasons other than the ones stipulated hereinabove, the DEVELOPER/SELLER is unable to or fail to hand over the of the SAID APARTMENT to the PURCHASER within the date specified in Clause 3(a) above or Clause 3(c) above or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER shall give notice to the DEVELOPER/SELLER terminating this Agreement, in which event, the DEVELOPER/SELLER shall within 30 days from the receipt of such notice, refund to the PURCHASER the amounts, if any, that may have been received by the DEVELOPER/SELLERS from the PURCHASER in respect of the SAID APARTMENT, with interest for 8 % per annum.

- (ii) Upon such termination, neither party shall have any other claim against the other in respect of the SAID APARTMENT or arising out of this Agreement and the SELLERS shall be liberty to allot, sell and dispose off the SAID APARTMENT to any other person for such consideration and upon such terms and conditions as the SELLER may deem fit.
- (e) The PURCHASER shall use the SAID APARTMENT only for the purpose of residence. The PURCHASER shall not carry out any acts or activities which are obnoxious, antisocial, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other adjoining owners of the other APARTMENTS.
- (f) The PURCHASER shall, from the date of possession, maintain the SAID APARTMENT, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT and/or common passages or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the municipality or any other Authority and shall attend to and answer and will be

- responsible for all actions for violation of any such conditions or rules or bye-laws.
- (g) The PURCHASER shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of this Agreement or part with the possession of the SAID APARTMENT until all the dues payable by him to the DEVELOPER/SELLERS under this agreement are fully paid up.

4. <u>DEFECTS:</u>

Upon the PURCHASER taking the possession of the SAID APARTMENT, in the event, he notices and defect in the construction of the SAID APARMENT within a period of one year, he shall notify the said defects to the DEVELOPER/SELLERS and accordingly, the DEVELOPER/SELLERS shall rectify the said defects. However, the DEVELOPER/SELLERS shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fitting, etc.

5. <u>TAXES/OUTGOINGS:</u>

- (a) Goods and Service Tax as applicable on the total consideration amount shall be paid by the SELLER.
- (b) Any other taxes, charges or outgoings levied by the municipality or any other competent authority exclusively pertaining to the SAID APARTMENT shall be borne by the PURCHASER from the date of Occupancy Certificate,

irrespective of whether the PURCHASER has taken the possession of the SAID APARTMENT or not.

(c) The PURCHASER shall also contribute such amount as may be levied by the Electricity and Water Departments for the purpose of installation of Electricity Meter and water meter connection respectively to the said Flat.

6. <u>FORMATION OF ENTITY:</u>

- (a) The DEVELOPER/SELLERS shall assist the PURCHASER and the other APARTMENT owners in forming a Maintenance Society, Association of persons or such other entity for owning and/or maintaining the SAID APARTMENT along with the other Flats in the proposed building.
- (b) The formation of a Maintenance Society, an Association of Persons or any other entity (hereinafter referred to as the "ENTITY") shall be decided based on the opinion of the majority of the Apartment owners.
- (c) When the PURCHASERS or the apartment owners take a collective decision in this matter, the PURCHASER and other apartment owners shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of

the ENTITY and for the conveyance of the said Plots in the name of the ENTITY.

- (d) The PURCHASER and the persons to whom the SAID APARTMENT is let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.
- (e) The PURCHASER hereby agrees and undertakes to be a member of the ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all the applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY and return to the DEVELOPER/SELLERS the same within 10 (ten) days of the same being intimated by the DEVELOPER/SELLERS to the PURCHASER.
- (f) In the event the ENTITY is formed and/or registered before the completion of the entire Scheme, the ENTITY and the PURCHASER together with other APARTMENT owners shall be subject to the overall authority and control of the

DEVELOPER/SELLERS in respect of any matter concerning the said Property or portion thereof or the Said APARTMENT or this Agreement.

- (g) The SELLER and/or CONFIRMING PARTY shall be in absolute control of the APARTMENT /s, which remain/s unsold. Should the DEVELOPER or SELLER decide to retain any APARTMENT in the said Scheme, the DEVELOPER and/or SELLER shall join the ENTITY along with the other APARTMENT owners.
- (h) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary deeds/deeds of Conveyance shall be prepared by the DEVELOPER/SELLERS or by the Advocate of the DEVELOPER/SELLERS.
- (i) All costs, charges, expenses, etc. including stamp duty, registration and any other expenses in connection with the formation of the ENTITY shall be borne by the PURCHASER and the other APARTMENT owners in such proportion as may be decided by the ENTITY.
- (j) That in the event of any dispute regarding the property on which the SAID APARTMENT is being constructed or any

part thereof, prior to issuance of occupancy to PURCHASERS, the said dispute shall be settled by the DEVELOPER/SELLERS at his own cost and further the DEVELOPER/SELLERS shall co-operate with the PURCHASER and convey the said APARTMENT with marketable title, unto him.

8. TRANSFER:

- (a) Upon completion of the said Scheme, the DEVELOPER/SELLERS shall convey/get conveyed the Said Property or portion thereof in the name of the PURCHASER.
 - (b) The DEVELOPER/SELLERS shall convey unto the PURCHASER the Said APARTMENT along with the undivided share of the portion of the Said Property, as the case may be, proportionate to the built up area of the Said APARTMENT unto the PURCHASER, in such manner, as may be determined by the DEVELOPER/SELLERS.
 - (c) All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance shall be borne by the PURCHASER and the other APARTMENT owners as per the prevailing Government notified rate.

9. <u>AMOUNT FOR THE PURPOSE OF MEETING COMMON</u> EXPENDITURE AND MEMBERSHIP FEES

- (a) The PURCHASER agrees and binds himself to contribute such amount as may be decided by the ENTITY as the case may be for the maintenance pertaining to the said development Scheme i.e. for common lights, water charges, watchman's remuneration, sweeper's remuneration, maintenance of garden, lift, etc. The ENTITY as the case may be, depending upon the circumstances shall be empowered to delete from or add to any maintenance services, as they may deem fit.
- (b) The PURCHASER agrees to pay to the DEVELOPER/SELLERS, such sum as may be required towards the formation of ENTITY and towards the membership of the ENTITY, if the said amounts are paid to the DEVELOPER/SELLERS, the DEVELOPER/SELLER shall after formation of the ENTITY hand over the said amounts after deduction if any to the ENTITY without any interest on the said amounts.

10. <u>GENERAL:</u>

- (a) The PURCHASER confirms having taken inspection, to his full satisfaction of the requisite documents of title and of the said Property.
- (b) Provided it does not in any way affect or prejudice the right of the PURCHASER in respect of the said APARTMENT, the DEVELOPER/SELLERS shall be at liberty to sell, assign,

transfer or otherwise deal with their right, title and interest in the unsold flats of the said Plot, in any manner, as they may deem fit.

(c) The PURCHASER's address where any letters, reminders, notices, documents, papers, etc. are to be served to him shall be as under: House No. xxxxx,

XXXXXXXXXXXXXX,

xxxxxx, Bardez Goa 403109

The PURCHASER shall also from time to time notify any change in his address to the DEVELOPER/SELLERS. Any letters reminders, notices, documents, papers, etc. made at the said notified address or at the changed address by Hand Delivery or Regd. A.D. or Under Certificate of Posting or through a Courier Service agency, shall be deemed to have been lawfully served to the PURCHASER.

(d) The PURCHASER hereby gives his express consent to the DEVELOPER/SELLERS to raise any loan against the Said Property and to mortgage the same with any Bank or Banks or any other party. This consent is on the express undertaking that any such loan liability shall be cleared by the DEVELOPER/SELLERS at their expenses before the issuance of occupancy and handing over of the said APARTMENT to the PURCHASER.

- (e) At present the possession of the said APARTMENT has NOT been handed over to the PURCHASER.
- 5. This project shall comply with the Goa Real Estate Regulatory Authority (RERA)-2017.
- 6. All other disputes and differences in between the parties in connection with or relating to or arising out of this Agreement, which are not referred to in or to be dealt under Clauses above, shall be referred a sole Arbitrator and the arbitration shall be governed under the Arbitration and Conciliation Act, 1996.

SCHEDULE-I

ALL THAT PROPERTY known as TERCIERO CANTO CHIN CHECHO, or TERCIETO CANTO CHINCHECHO COM SEU ALTO DE AREA DA PROPRIEDADE BAILLY VELLY', situated at Campal, Miramar within the limits of Corporation of the City of Panaji, Tiswadi Taluka, registration sub district of Ilhas, District of North Goa, state of Goa, described in the Land Registration Office of Ilhas under no. 2671 of Book B-30 (old), enrolled under Matriz no. 124 and is bounded as under: NORTH - Agricultural land of the heirs of Vicente Crescencio Pinto; SOUTH - Agricultural land of the heirs of aforesaid Abreu and land of Confraria of Panaji church;

EAST – Agricultural land of the heirs of Manuel Antonio Abreu;

WEST - Public Road

SCHEDULE-II

ALL THAT PROPERTY known as subdivision Plot 4, admeasuring 600 Sq.mts. which includes 100 sq.mt. area reserved for road widening, bearing Chalta No. 7 of P. T. Sheet 99, along with the commercial building named 'Magsons Supercentre'; hereinabove called as SAID PLOT NO. 1. The SAID PLOT NO. 1 forms part of the overall property, more particularly described in SCHEDULE I hereunder written and is bounded as under:

NORTH – D. B Bandodkar Road

SOUTH – Plot No. 10 of La Campala Colony

EAST - 10 mts. wide public road

WEST - Plot No. 3 of La Campala Colony

SCHEDULE-III

ALL THAT PROPERTY known as Subdivision Plot 10, measuring 447 Sq.mts., bearing Chalta No. 8 along with the dwelling house bearing house no 706-C-13 and Subdivision Plots A and B, both total admeasuring 663 sq.mts surveyed under Chalta No. 9, both of P.T. Sheet 99 and the total area as one unit admeasuring 1,110 Sq.mts., hereinabove called as SAID PLOT NO. 2. The SAID PLOT NO. 2 forms part of the overall property, more particularly described in SCHEDULE I hereunder written and is bounded as under:

NORTH - Plot No. 3 and 4 of La Campala Colony

SOUTH – Property of Mariano Abreu and others surveyed under Chalta No. 12 and 15/P. T. Sheet no. 99.

EAST – 10 mts. wide public road

WEST - Plot No. 3 of La Campala Colony

SCHEDULE - IV

(Description of the SAID APARTMENT)

ALL THAT, fully constructed and completed residential APARTMENT identified as APARTMENT No. 303, located on the Third floor, comprising of Three Bed Rooms and Three Bathrooms, in the said Commercial cum Residential Building "Magsons Towers", which is constructed on the Plots described in Schedule III hereinabove. The SAID APARTMENT is shown and delineated in red colour in Plan annexed.

The Said Apartment is admeasured as follows-

Super Built up area of 185 sq. mts. which includes-

- Carpet Area- 133 sq.mts calculated as per Goa RERA guidelines
- Balcony area of 20 sq.mts.
- Exterior wall footprint area of 7.50 sq.mt as applicable.
- Proportionate area of Staircases, Lifts and Common Lobby allotted (as applicable) is 24.50 sq.mt.

SCHEDULE - V

At the time of signing of this agreement	-	Rs.	55,00,000
On Completion of Second Floor RCC Sl	ab -	Rs.	500,000
On Completion of Roof RCC Slab	-	Rs.	500,000
On completion of masonry	-	Rs.	500,000
On completion of plaster	-	Rs.	500,000
On completion of electrical work	-	Rs.	500,000
On completion of plumbing	-	Rs.	500,000
On completion of tiling and finishes	-	Rs.	500,000
On obtaining Occupancy Certificate	-	Rs.	250,000

MODE OF PAYMENT FOR EXTRA WORKS

Extra work will be executed by the DEVELOPER/SELLERS only after the amount corresponding to the cost of extra work is agreed to be paid by the PURCHASER and the amount paid is in advance, provided further that the said extra item of work is permissible under the Law. IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY, THE MONTH AND THE YEAR FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED BY WITHINNAMED FIRST PARTY / SELLER MR. MILIND B. KELEKAR

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(LEFT HAND)	(RIGHT HAND)
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SIGNED, SEALED AND DELIVERED BY WITHINNAMED SECOND PARTY / PURCHASER MR. xxxxxxxxxxxxxx

(LEFT HAND)	(RIGHT HAND)
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SIGNED, SEALED AND DELIVERED BY WITHINNAMED THIRD PARTY / LANDLORD MR. KIRIT J. MAGANLAL

(LEFT HAND)	(RIGHT HAND)
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SIGNED, SEALED AND DELIVERED BY WITHINNAMED FOURTH PARTY / LANDLORD MRS. ANDREA K. MAGANLAL

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SIGNED, SEALED AND DELIVERED BY WITHINNAMED FIFTH PARTY / LANDLORD MR. SAMEER BALEKUNDRI

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In the presence of:	
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