SACVADOR



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erial No. 2 405H place of St. Vennd Mapusa Date

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Value of stamp paper 1 000 N
Name of Purchaser Poly Kuthern goodge.

Residence of Modern Son of Signature of Purchaser

J. PANDTI - LIC NO. AC/STP/VEN/34/2003

ADV. A.S. D'MELLO
MAPURA BARDEZ GOA
Regul No. 116
Exp 09/02/2020

MEMORANDUM OF UNDERSTANDING

Pytags



This Memorandum of Understanding is executed on this 27th day of September, 2018, (Twenty Seventh, February Two Thousand and Eighteen),

## BETWEEN

Gadge and late Raju Gadge, aged about 37 years, Unmarried, Businessman, Indian National, P.A.N. Card bearing No. ABWPR3611B, Aadhar card bearing No. 3219 9948 5535 residing at House No. 762/B, Khoirut Waddo, Aldona, Bardez – Goa and Managing Director of Mega Streutures Realestate Limited previously known as M/S. Reliance Construction Co. having off. Nos. 301, 302 & 306, 32 Floor, Commerce Centre, Near Old Mapusa Municipality, Mapusa, Bardez - Goa, Phone no. 9225901193, email id-salesreliancegoa08@gmail.com, or salesmsre@gmail.com bereinafter called "THE VENDOR", (which expression shall miess repugnant to the context or meaning thereof be deemed to include as well its heirs, executors, administrators and assigns) of the FIRST PART.

A N D

Megas in cirra lead state Limited

Managing Director

1. MEGA STRUCTURES REALESTATE LIMITED, duly registered under the Companies Act 2013, having its registered office at office no. 301, 302, 305& 306, 3rd floor, Commerce Centre Building, Opposite old Mapusa Municipality, Mapusa, Bardez- Goa 403507, having CIN-U70109GA2016PLC012911, PAN card No. AAKCM4883A and Aadhaar card No. 321999485535 duly represented herein by its Managing Director Mr. Rajkumar Raju Gadge, son of Mrs. Agnes Gadge and late Mr. Raju Gadge, aged 37 years, unmarried, resident of House No.762/B, Khoirut, Aldona, Bardez - Goa, Indian National, Businessman, having duly authorized, vide Board resolution dated 28/07/2016 passed by the Board of Directors of the company, hereinafter referred to as "THE PURCHASER" (which term shall include its heirs, executors, administrators and assigns) of the OTHER PART.

AND WHEREAS there exists property admeasuring an area of 1,325 sq. mts., bearing survey no. 314/9 of the village of Salvador do Mundo, along with the house, bearing house number 355, electricity number 424847 2 and water meter number 11/66, standing thereon forming part of the property known as "KITLA", situated in the ward Sodiem of village Salvador-do-Mundo, Taluka and Registration Sub

fattadge

Mega Stelline Repetate Limited

District of Bardez, North Goa District and State of Goa, described in the Land Registration Office under No. 15797 drawn at page 175 of Book B-41 (New), not enrolled in the Taluka Revenue Office and bounded as follows; On the East and South; By public road, On the West; By the drain of rain waters, On the North; By the property of the heirs of Francisco Salvador Felizarddo De Miranda.

This property has hereinafter been referred to as "the said property" and is more fully described in the Schedule I hereunder written.

AND WHEREAS the said property was originally owned and possessed by Mr. Late. Caetano Francisco D'Souza married to late Mrs. Especiosa Martin D'Souza who had two sons namely late Ligorio Alfredo Desouza and late Joquim Xavier Dsouza.

AND WHEREAS said Late. Mr. Joaquim Xavier de Souza became the owner of 1/3rd of the said property by virtue of an orphanological Inventory Proceedings held through the office of the third section in the Civil Court of the Judicial Division of Bardez on the death of his father Late. Mr. Caetano Francisco de Souza as confirmed from the same

Inventory Proceedings.

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by Late. Mr. Ligorio Alfredo De Souza by virtue of the Deed of Gift Intervivos dated 7/6/1934 drawn up at folio 97 onwards of Book N. 232 of the records of the then Notary Public Santa Rita Colaco as seen from the records of extracts of Inscription of transfer under no. 13614, which Gift was made by Late. Mrs. Especiosa Martin D'Souza to whom the same 2/3rd was allotted in the same Inventory Proceedings.

AND WHEREAS said Late. Mr. Ligoro Alfredo De Souza vide a Deed of Gift Intervivos dated 2/5/1941 drawn by the Notary of Judicial Division Santa Rita Colaco, in Book no. 306 drawn at page 16 reverse gifted 1/3rd share in the said property bearing Description no. 15797 to his brother Late. Mr. Joaquim Xavier de Souza by a Deed of Gift Intervivos dated 2/5/1941.

AND WHEREAS said Late. Mr. Joaquim Xavier de Souza came to be the exclusive owner in possession of the suit property. Said Late. Mr. Joaquim Xavier de Souza and his Late. Ascenca Florinda De Souza had four children, their wedlock, namely, (a) Late. Mr. Valentino D'Souza, Late. Mr. Crisologo Alberto Francisco De Souza, (c) Late. Mr. Angelo D'Souza and (d) Mr. Nelson D'Souza.

state Limited

Ata Toging Director

Tompsinha de Souza

25/6/2005 respectively leaving behind

ELTON D'SOUZA, MRS. SUPRIYA GURUDAS BANDEKAR alias SUPRIYA

G. BANDEKAR.

Mr. Late. Crisologo Alberto Francisco De Souza who was married to Boanita Maurila Lobo e De Souza who expired on 10/1/2013 without leaving any issues out of his wedlock.

D'Souza both died on 26/06/2008 and 10/02/2005 respectively leaving behind MR. CAJETAN JOAQUIM D'SOUZA alias CAJETAN JOAQUIM D'SOUZA alias CAJETAN JOAQUIM D SOUZA alias CAJETAN DSOUZA, MRS. MILAGRINE MASCARENHAS alias MILAGREEN D'SOUZA, MR. FRANCISCO D'SOUZA alias FRANCISCO ANGELO D'SOUZA, MRS. EMILIA NATAL FERNANDES alias EMILIA FRANCIS D'SOUZA, MISS BLANCH ASSOCIAN D'SOUZA alias BLANCHI DSOUZA as their only legal heirs which fact was confirmed by a Deed of Succession dated 1/12/2014 drawn in Book no. 721 at pages 86 reverse in Notary Ex-Officio at Panaji, Goa.

AND WHEREAS MR. ELTON PIEDADE D'SOUZA alias ELTON D'SOUZA, MRS. SUPRIYA GURUDAS BANDEKAR alias SUPRIYA G. BANDEKAR, MR. NELSON CATARINA DE SOUZA alias DESOUSA NELSON CATARINA, MRS. MARIA SACARAMENTA FALCAO alias MARIA SACRAMENTA F. D'SOUZA alias DESOUZA MARIA S., MR. CAJETAN JOAQUIM D'SOUZA alias CAJETAN JOAQUIM D SOUZA alias CAJETAN

DSOUZA, MRS. MILAGRINE

State Limited

Managing Director

PRANCISCO D'SOUZA alias FRANCISCO ANGELO D'SOUZA,

MRS. EMILIA NATAL FERNANDES alias EMILIA FRANCIS

D'SOUZA, MISS BLANCH ASSOCIAN D'SOUZA alias

BLANCHI DSOUZA, MRS. BOANITA MAURILA LOBO E DE

SOUZA, hence came to be the sole owners in possession of the said property in the above manner.



WHEREAS "THE VENDOR" published a public notice on the Navind Times dated 6/9/2017 and Goadoot dated 6/9/2017 newspapers inviting objections if any for the proposed sale of the said property from general public. No objections were received by "THE VENDOR".

property" described in schedule I by virtue Sale deed bearing registration no. BRZ-BK1-01496-2018, CD NO. BRZD795 dated 27-03-2018 and "THE VENDOR" became the absolute owner and thus "THE VENDOR" has the authority execute Agreement of Sale/ Deed of Sale/ Deed of Sale/ Deed of money, issue receipts, NOC, accepting and such other deeds and documents as may be required for the sale of flats.

TPB/4277/SDM/TCP-18/2008

recorded in the occupant's coloum in the form I &XIV in respect of "THE SAID PROPERTY".

AND WHEREAS "THE VENDOR" further obtained the Construction License under license ref no. VP/ SDM/ LIC NO .09 /2018 -19/ 391 dated 22/06/2018 for the construction of residential building on "THE SAID PROPERTY" from Village panchayat of Salvador Do Mundo, Bardez Goa.

AND WHEREAS "THE VENDOR" obtained SANAD with ref 4/118/CNV/AC-III/2018/834 dated 23/07/2018 granted by Additional Collector III, Mapusa Goa.

AND WHEREAS "THE VENDOR" also obtained sanction
plan for the residential building on "THE SAID PROPERTY"
which bears sanctioned seal from the North Town and

eavestate Limit

Managing Director

AND WHEREAS "THE VENDOR" is the absolute owner in possession of the said property and said project land.

required approvals from various sanctioning authority as required under to construct a project on the said property a residential building consisting of 13 apartments of those 13 apartments, FIVE apartments are 2 bhk and three apartments are 1 BHK without an open terrace and Five are 1 bhk with an open terrace. The project will have stilth parking, ground floor, first floor and a second floor as shown in the approved plan and named the said approved project as MOTHER AGNES AND ANARITA RESIDENCY.

WHEREAS "THE VENDOR" started the construction

m the said property.

22/06/2018.

state Limited

naging Director

...10/-

F GOVT. ON G

purchase said property has approached the Vendor to purchase said property for a total consideration of Rs. 1,32,50,000/- (Rupees One Crore Thirty Two Lakh and Fifty Thousand only) which is the present market value of the said property and the Vendors have agreed to the same.

## NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the sum of Rs. 1,32,50,000/(Rupees One Crore Thirty Two Lakh and Fifty Thousand only), The Vendor hereby agrees to sell The Said Property" admeasuring an area of 1,325 sq. mts., bearing survey no. 314/9 of the village of Salvador do Mundo, along with the house, bearing house number 355, electricity meter number 424847 2 and water meter number 11/66, standing thereon forming part of the property known as "KITLA", situated in the ward Sodiem of village Salvador-do-Mundo, Taluka and Registration Sub District of Bardez, North Goa District and State of Goa, more particularly described in schedule I to THE

PURCHASER.

mited

...11/-

Say Six Lakhs Twenty Five

See Vendor in the form of 2

See Wendor in the form of 2

See Wendor to MR. ELTON PIEDADE D'SOUZA

SEE SOUZA and MRS. SUPRIYA GURUDAS

BANDEKAR alias SUPRIYA G. BANDEKAR who had

Details of the two cheques mentioned below.

solid the said property to the Vendor .

a) Rs. 33,12,500/- (Rupees Thirty three lakhs Twelve Thousand and Five Hundred Only) Total amount paid MR. ELTON PIEDADE D'SOUZA alias ELTON D'SOUZA

Rs. 32,79,375/- (Rupees Thirty Two Lakhs
Seventy Nine Thousand Three Hundred and
Seventy Five Only) Paid in the name of MR.

ELTON PIEDADE D'SOUZA alias ELTON
D'SOUZA by way of Cheque bearing cheque no.

009346 drawn on Bank Of India, Nachinola
Branch, dated 07/02/2018.

Rs. 33,125/- (Rupees Thirty Three Thousand One Hundred and Twenty Five Only) by way of 1% TDS deduction.

...12/-

A Resestate Limited

Lakhs Twelve Thousand and Five Hundred only) Total amount paid to MRS. SUPRIYA GURUDAS BANDEKAR alias SUPRIYA G. BANDEKAR

Rs. 32,79,375/- (Rupees Thirty Two Lakhs Seventy Nine Thousand Three Hundred and seventy Five only) Paid to MRS. SUPRIYA GURUDAS BANDEKAR alias SUPRIYA G. BANDEKAR by way of Cheque bearing cheque no. 009347 drawn on Bank Of India, Nachinola Branch, dated 07/02/2018.

Rs. 33,125/- (Rupees Thirty Three
Thousand One Hundred and Twenty Five
Only) by way of 1% TDS deduction the
receipt whereof Elton Dsouza and Supriya
Bandekar do hereby acknowledge.

PURCHASER will pay housing loan along with merest, towards the housing loan of Rs. 70,00000 /- (
Sees Seventy Lakhs Only) with account no LLTSS11 from Bicholim Urban Co Operative Bank, Mapusa
Branch, which was taken by the vendor to purchase
the said property. In return the vendor agrees to sell
the said property along with approved project to THE

PURCHASER. ()

Flee State Limited

- THE VENDOR" hands over all the original documents of "THE SAID PROPERTY" and purchaser will be entitle to enter on the "THE SAID PROPERTY" with full right and authority with man and material to commence, carry and complete the said proposed project on "THE SAID PROPERTY" at the cost of "THE PURCHASER". and/or over/other person /third parties.
- agree to sell "THE SAID PROPERTY" along with the approved project and also all the Flats, Shops, Garages etc proposed to be built on "THE SAID PROPERTY" along with the proportionate undivided rights/share over "THE SAID PROPERTY" more fully described in the Schedule "I" herein to any prospected purchaser/s and /or other person / third parties. That "THE PURCHASER" shall not require any further consent or confirmation for Sale of said property and Flats, Garages, Shop etc on the said proposed project on "THE SAID PROPERTY".

...14/-

immediately on execution of this Agreement, to take start construction and complete the said project within 2 start construction and

THE PURCHASER" shall be entitled to advertise any agreement/s with any person/s any agreement/s with any person/s proposed project on "THE PROPERTY" successfully.

shall be the responsibility of "THE said of any third party due to any agreements or created by "THE VENDOR" which shall be their own cost.

SAID PROJECT" shall be borne by "THE

...15/-

Bardez Taluka and therefore Agreement of the needs to be presented for its registration before the Sub-Registrar of Bardez at Mapusa. That this membrandum of understanding will be registered at the office of the sub registrar, Mapusa, Goa within a period of 6 months by paying appropriate applicable

between "THE PURCHASER" and third accrue to "THE PURCHASER"

Leading by him without any objection from any account to the purchaser.

in favor of "THE PURCHASER",

THE SAID PROJECT" Along with

permissions obtained for the

aproject on "THE SAID PROPERTY"

THE SAID PROPERTY"

THE SAID PROPERTY"

THE SAID PROPERTY"

and at his own cost.

THE SAID PROPERTY" along with the said property of the said property. "THE VENDOR" shall give "THE said property to development of the said proposed the said property. "THE VENDOR" shall be used by "THE said proposed the said property. "THE VENDOR" shall responsible / liable for any kind of loan mortgage of "THE SAID PROPERTY"

above agreed payment has been made by

PRCHASER". "THE SAID PROPERTY" and

SAID PROJECT" shall be conveyed or

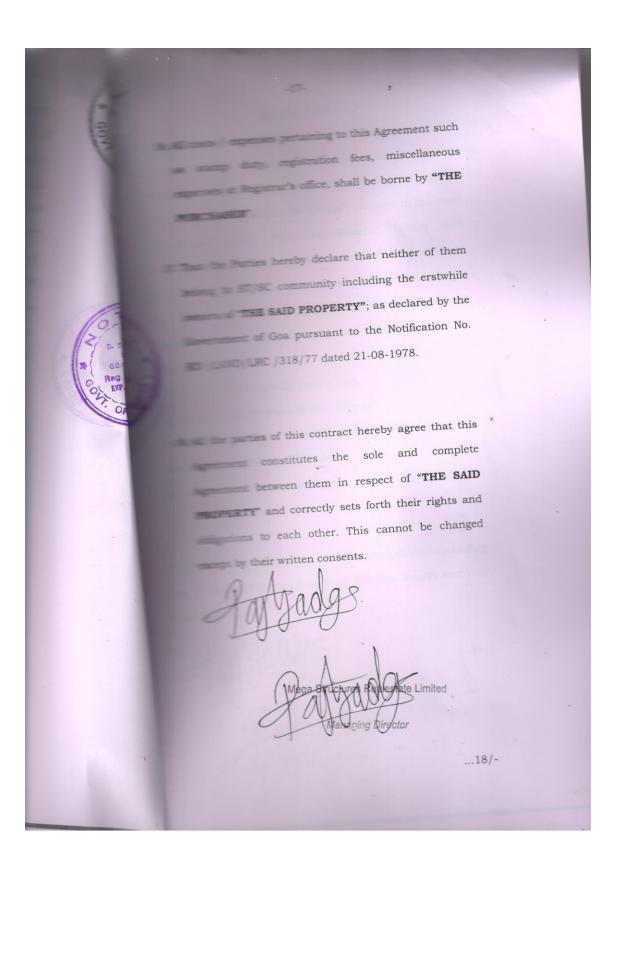
THE PURCHASER", his nominees and

person / third parties, as directed by "THE

THE PURCHASER", in accordance with law, by "THE

The Sanads / Permissions / Licenses etc. as are meressary for developing and constructing on "THE PROPERTY", shall be obtained by "THE PURCHASER" in the name of "THE VENDOR".

...17/-



## SCHEDULE I

bearing survey no. 314/9 of the village of Salvador Mendo, along with the house standing thereon forming of the property known as "KITLA", situated in the ward village Salvador-do-Mundo, Taluka and Sub District of Bardez, North Goa District and Goa, described in the Land Registration Office under the Taluka Revenue Office and bounded as

East and South; By public road,

In the West, By the drain of rain waters,

The North; By the property of the heirs of Francisco

On the South : by Public road.

The been signed by the parties on the day, month and year

...19/-

GC Reg

