

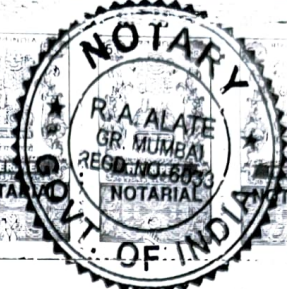
TRUE COPY

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE  
HUNDRED RUPEES



महाराष्ट्र MAHARASHTRA

2023

79AA 225773



NOTARIAL REG. NO. 22

Sr. No. 590 Page No. 36

Date 24/11/2023

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. 6000094

16 NOV 2023

सक्षम अधिकारी

श्रीम. एल. एस. सांगळे

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made and executed at Mumbai, on this 23<sup>rd</sup> day of the month November, of the year Two Thousand and Twenty Three (23/11/2023) **BY AND BETWEEN**

1. **MRS. RITA ESPERTINA RODRIGUES** alias **RITA ESPERTINE FERNANDES** alias **RITA FERNANDES**, wife of late Emidio Francisco Fernandes alias Emidio Fernandes, aged 78 years, widow, PAN Card No. [REDACTED] Aadhaar Card No. [REDACTED], Indian National, resident of Near Cigaratte Factory, Adarsh Apts, B/13, Chakala Sahar Road, V.V.Ktishna Menon Marg, Andheri East, Sahar P & T Colony, Mumbai;

R. Fernandes.

[Signature]





2. (a) **MRS. MARTHA FISHERY**, daughter of late Mr. Emidio Francisco Fernandes alias Emidio Fernandes, aged 58 years, married, service, PAN Card No. [REDACTED], Aadhaar Card No. [REDACTED] and her husband (b) **MR. CLIFFORD FRANCIS FISHERY**, son of Mr. Francis John Fishery, aged 62 years, retired, PAN Card No. [REDACTED], Aadhaar Card No. [REDACTED], both Indian Nationals and residents of 11A, Bazar Road, Near D'Costa Bakery, Bandra West, Andheri, Mumbai 400050;

3. (a) **MRS. MEENA LAVY D'SOUZA**, daughter of late Emidio Francisco Fernandes alias Emidio Fernandes, aged 55 years, married, PAN Card No. [REDACTED], Aadhaar Card No. 4289 3281 7170, and her husband (b) **MR. LAVY PIO D'SOUZA**, son of Mr. Leo Francis D'Souza, aged 61 years, retired, PAN Card No. [REDACTED], Aadhaar No. [REDACTED], both Indian Nationals and residents of 102, Linneet Apts, Grotto Lane, Opp. Orlem Church Bus Stop., Orlem, Malad West, Mumbai 400 064, Maharashtra;

4. (a) **MR. EDWIN HENRY EMIDIO FERNANDES**, son of said late Emidio Francisco Fernandes alias Emidio Fernandes, aged 53 years, married, service, PAN Card No. [REDACTED], Aadhaar Card No. [REDACTED] and his wife (b) **MRS. CIRIACA EDWIN FERNANDES**, daughter of Mr. Lawrence Gracias, aged 53 years, service, PAN Card No. [REDACTED], Aadhaar Card No. [REDACTED] both Indian Nationals and residents of B/13, Adarsh Apts, Chakala Sahar Road, Near Cigaratte Factory, V.V.Krishna Menon Marg, Andheri West, Mumbai 400099, Maharashtra, and

5. (a) **MR. SEBASTIAN DOMNIC EMIDIO FERNANDES**, son of said late Emidio Francisco Fernandes alias Emidio Fernandes, aged 50 years, service, American National of Indian origin holding Overseas Citizen of India Certificate of



*[Signature]*

R. Fernandes

*[Signature]*



Rewgistration under No.A676397 issued by Counsel Consulate General of India, New York and his wife (b) **MRS. LOVIENA MASCARENHAS** alias **LOVIENA JULIANA MASCARENHAS**, daughter of Mr. Frank Mascarenhas, aged 44 years, married, service, American National of Indian origin holding Certificate of registration Overseas Citizen of India under No.A 676398, both from Goa at present residing at New Jersey, USA, hereinafter referred to as **"FIRST PARTY"** (which expression unless repugnant to the context shall mean and includes their legal heirs, successors in interest, representatives, and assignees) of the **FIRST PART**.

**AND**

**MR. EDWIN ANTHONY GONSALVES**, son of Mr. Eduardo Rosario Gonsalves, aged 51 years, married, businessman, PAN Card No. [REDACTED], Aadhaar Card No. [REDACTED], [REDACTED] Mobile No. [REDACTED] sole proprietor of M/s. Wincon Builders, having office at S-2, Block "B", Colaco Residency, Comba, Margao, Goa and resident of H.No.112/A, Mazilvaddo; Chinchinim, Salcete, Goa, hereinafter referred to as **"SECOND PARTY"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

**ALL THE PARTIES HEREIN ARE INDIAN NATIONALS.**

**WHEREAS** there exist a property, namely property surveyed under No.87/10-A of Varca village of Salcete Taluka, having an area of 995 (nine hundred ninety five) square metres, wherein there exists an old house, forming part of the property known as **"BAMBARXETILEM"** situated at Guneavaddo ward of Varca



R. Fernandes



village, Taluka Salcete, within the jurisdiction of Village Panchayat of Varca, Taluka and Sub- District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under no.10200 of Book No. B 26 of New series and enrolled in the Land Revenue Office of Salcete under Matriz no.1293, hereinafter referred to as the "**SAID PROPERTY**" which is more particularly described in **SCHEDULE** hereunder written.

**AND WHEREAS** the **FIRST PARTY**, Mrs. Rita Espertina Rodrigues acquired the said property by purchase vide Deed of Sale dt. 11<sup>th</sup> May 1979 registered in the office of the Sub-Registrar of Salcete, Margao under No.876 at pages 371 to 383 of Book No.I Vol.209 dt. 13.09.1979;

**AND WHEREAS** husband of said Mrs. Rita Espertina Rodrigues expired leaving behind the other members of the **FIRST PARTY** as his sole and universal heirs and successors;

**AND WHEREAS** the **FIRST PARTY** thus became sole owners and possessors of the said property;

**AND WHEREAS** the **FIRST PARTY** intend to develop the said plot by constructing a building comprising of shops and flats by demolishing the existing house;

**AND WHEREAS** the **SECOND PARTY** approached the **FIRST PARTY** with a proposal to develop the said property by constructing such building and allot two shops and four flats to the **FIRST PARTY** and in lieu thereof the **FIRST PARTY** shall convey and transfer to the **SECOND PARTY** or their customers/nominees proportionate undivided share in land corresponding to remaining shops and flats and the **SECOND**

*R. Fernandes, Souza*

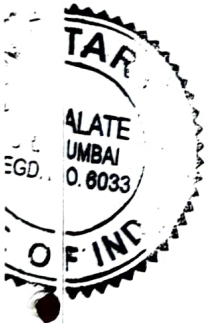
PARTY entitled to sell and dispose of the remaining shops and flats along with the proportionate share in land;

AND WHEREAS the FIRST PARTY agreed for the said proposal of the SECOND PARTY;

AND WHEREAS pending obtaining of the required permissions, licences, approvals, conversion and execution of Sale deed, the parties intend to enter into present Memorandum of Understanding;

**NOW THIS MEMORANDUM OF UNDERSTANDING  
WITNESSES AS UNDER:**

1. That the parties have decided to develop the said property by constructing a building thereon, comprising of 6 (six) Shops and 9 (nine) flats, out of which two shops on ground floor, namely Shop No.SH-05 with super built up area of 23.93 sq.mts and Shop No.SH-06 with super built up area of 17.66 sq.mts and four flats, being Flat No.GF-01 on ground floor with super built up area of 58 sq.mts and Flat Nos.S-1, S-3 and S-4 on the second floor with super built up area of 70, 64.68 and 64.68 sq.mts respectively shall be constructed by the SECOND PARTY for the FIRST PARTY and the SECOND PARTY shall be entitled for remaining shops and flats and free to sell and dispose of the said remaining premises/shops/flats with proportionate share in land.
2. The FIRST PARTY shall convey, sell and transfer the undivided share in land corresponding to said remaining premises to the SECOND PARTY or his nominees/purchasers and the consideration for such sale



*[Signature]*

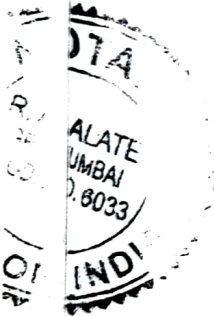
R. Fernandes,

*[Signature]*



shall be the construction cost of the said two shops and four flats to be constructed for the FIRST PARTY.

3. The entire costs, expenses, charges, taxes, cess etc. for obtaining all conversion, permissions, approvals, licences, NOCs, infrastructure, electricity and water supply and all other requirements for such construction and development of said property shall be at the costs and on account of the SECOND PARTY.
4. The SECOND PARTY shall obtain conversion, permissions, approvals, licences, NOCs, etc of proposed building within a period of one year from the date of this MOU and shall thereafter construct, allot and hand over possession to the FIRST PARTY of the said two shops and four flats to be allotted to the FIRST PARTY completed in all respects and with the occupancy certificate. On obtaining such permissions, licences etc. the FIRST PARTY shall deliver vacant possession of the said property with the house to the SECOND PARTY and the SECOND PARTY shall be thereafter free to demolish the said house and appropriate the debris/salvage thereof and carry out the construction of proposed building.
5. That on approval of plans and issue of construction licence, said two shops and four flats to be constructed and allotted shall be identified and detailed Agreement/deed shall be entered into between the parties and will be registered at the costs and expenses of the SECOND PARTY.
6. The FIRST PARTY shall execute a limited power of attorney in favor of the SECOND PARTY to enable the SECOND PARTY to obtain all required conversion, permissions, approvals, licences, NOCs, infrastructure, electricity and water supply and all other requirements for such construction and development of said plot.



R. Fernandes

7. The SECOND PARTY shall be free to withdraw from this MOU at any time if they found that they could not be able to fulfill all requirements for development of the said property by giving advance notice to the FIRST PARTY.
8. The FIRST PARTY shall be free to withdraw from this MOU in case the SECOND PARTY could not obtain all requirements for such development of the said property by giving notice to the SECOND PARTY.
9. That in case due to any reason beyond the control of the SECOND PARTY that said requirements for such development of said property could not be obtained within said period of one year, the time limit of one year fixed herein shall be extended for further period by mutual consent of the parties.

#### SCHEDULE

##### SCHEDULE OF THE SAID PROPERTY

ALL THAT property surveyed under No.87/10-A of Varca village of Salcete Taluka, having an area of 995 (nine hundred ninety five) square metres, wherein there exists an old house, forming part of the property known as **"BAMBARXETILEM"** situated at Guneavaddo ward of Varca village, Taluka Salcete, within the jurisdiction of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under no.10200 of Book No. B 26 of New series and enrolled in the Land Revenue Office of Salcete under Matriz no.1293 and said property forming an independent and separate property is bounded on the east by property surveyed under No.87/10, on the west by property surveyed under No.87/7 and 87/11, on the north by property surveyed under Nos.87/9 and 87/7 and on the south by road.



R. Fernandes 



## SPECIFICATIONS

(Specification for shops and flats)

(FIXTURES, FITTINGS AND AMENITIES)

### STRUCTURE:

RCC framed structure of columns, beams, and slabs and will consist of ground floor + first floor. External Laterite/cement blocks masonry walls 20 cms thick and internal brick masonry walls 10 cms thick.

### PLASTER

External: Double Coat sand faced cement plaster

Internal: Single Coat, cement plaster with neeru finish.

### FLOORING:

Branded Vitrified Tiles flooring for whole flat.

### TOILET:

Designer Bathroom with Branded Fixtures & Fittings. Full height Ceramic/glazed tiles and Branded Sanitary wares.

### KITCHEN:

Granite platform of 20 sq. ft. and stainless steel sink, 60 cms Dado of Ceramic tiles fixed above the granite platform.

### ELECTRICAL:

Single Phase copper wiring of proper gauge shall be provided. The system of wiring shall be casing capping/concealed with Legrand Brand of modular switches and accessories.

### DOORS:

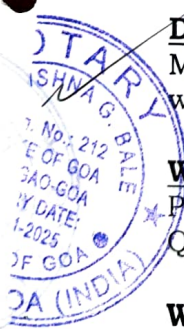
Main door frame of Teak and sal wood & Shutter will be of teak wood. All other frames will be of Matti wood.

### WINDOWS:

Powder Coated Aluminum Windows of heavy gauge (18 mm) with Quality 5mm clear glasses.

### WALL FINISH:

External wall with Double Coat Plaster painted with Asian Ultima double coat waterproof cement paint & internal wall plastered with a coat of neeru on top & painted with three coats of Royal Paint. Ceiling with white Plastic Emulsion and Doors with oil paint.



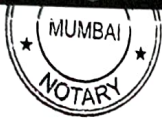
*[Signature]*

R. Fernandes

*[Signature]*

IN WITNESS WHEREOF the parties above named have set and subscribed their respective hands on the day, month and year first hereinabove mentioned.

FIRST PARTY:



*R. Fernandes*

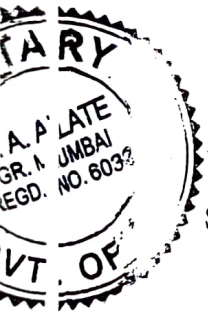
**MRS. RITA ESPERTINA RODRIGUES**  
alias RITA ESPERTINE FERNANDES  
alias RITA FERNANDES  
For Self and Attorney of Members  
(2)(a&b), (3)(b), (4)(a&b), (5)(a&b)

&

R T H



*Meena*  
**MRS. MEENA LAVY D'SOUZA**  
For Self and Attorney of Members  
(2)(a&b), (3)(b), (4)(a&b), (5)(a&b)



SECOND PARTY:



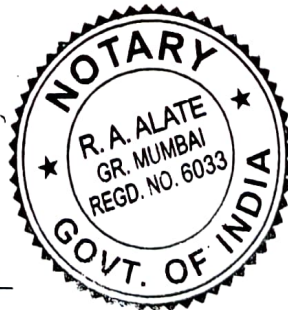
*Edwin*  
**MR. EDWIN ANTHONY GONSALVES**



WITNESSES:

*Coelho*  
1. THEREZA JOVITA COELHO

*Fernandes*  
2. REA IMENCY FERNANDES



**BEFORE ME**

*Alate*  
24/11/23

**R. A. ALATE B. SC. LL.B**  
NOTARY GREATER MUMBAI  
1/B-7, Dongre Sadan, Mohili Village  
Sakinaka, Mumbai-400 072

CERTIFIED TO BE A TRUE  
COPY OF THE ORIGINAL

RAMKRISHNA G. BALE  
NOTARY  
STATE OF GOA (INDIA)

REG. No: 7477/2023  
DATE: 05th December, 2023

