

This Memorandum of Understanding is executed 15th day of September, 2022

BETWEEN

1. Comunidade of Assagao, having its office at Escola Parochial Khursa Waddo, Assagao, Bardez- Goa, herein after referred to as, PARTY No. 1 (which expression shall unless repugnant to the context or meaning thereof shall include all their heirs, executors, administrators, successors, legal representatives and assigns) **OF THE FIRST PART.** *represented by Managing Committee*
1, 2, & 3.

AND

2. Mr. Francisco X. Saldanha, son of late Mr. Jasmin Saldanha, Major of age, retired, resident of Flat no. 001, Block C-2, Zion Square 1, Duler, Mapusa, North Goa, hereinafter referred to as the "PARTY NO. 2 (Which expression shall unless repugnant to the context or meaning thereof shall include all his heirs, executors, administrators, Successors, legal representatives and assigns) **OF THE SECOND PART.**

AND

3. **M/S CLASSIC SQUARES REALTY PRIVATE LIMITED,** a Company incorporated under the Indian Companies Act 1956, holder of Pan Card bearing No. **AAECC2521M** having office at 501, 5th Floor, Fortune Square, Morod, Mapusa, Bardez, Goa, represented by its Director;

MR. OSWALD F. DE MELO, aged 51 years, married, son of John de Melo, Engineer, Holder of Pan Card No. **AFVPD1764L**, Indian National, resident of House No. E/4/19, Angdicho Vaddo, Guirim, Bardez, Goa, hereafter referred the **DEVELOPER,** (which expression shall unless it be repugnant to the context or meaning thereof shall include the company) **OF THE THIRD PART.**

AND WHEREAS there exist two properties bearing Survey No. 117/5 and Survey No. 115/1, both situated within the village of Assagao, Bardez, Goa and both belonging to the COMUNIDADE OF ASSAGAO i.e. the Party No. 1, more particularly described in Schedule I hereunder and delineated in the plan annexed, hereinafter referred to as the "**SAID PROPERTY**"

AND WHEREAS, PARTY NO. 2 was the owner of a property bearing Survey No. 116/2, situated in the village of Assagao, Bardez, North-Goa, totally admeasuring an area of 5635 sq. mts. and also a gaonkar of Comunidade of Assagao. (More particularly described in Schedule II).



AND WHEREAS, the Party No. 2 entered into a joint venture cum development agreement with the DEVELOPER, to develop and construct villas in the property bearing Survey No. 116/2 and Party No. 2 will receive built up area in the form of villas in the property bearing Survey No. 116/2.

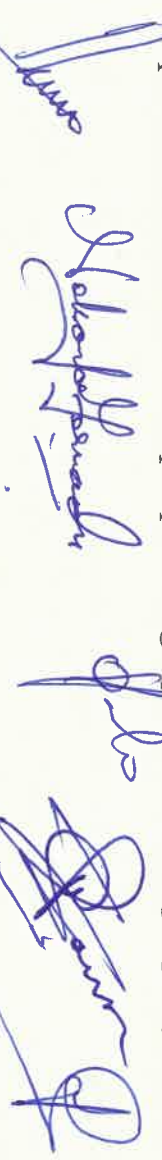
AND WHEREAS PARTY NO. 2 has made an application inwards on 05/05/2022, to the Attorney/President, Comunidade of Assagao, Assagao Bardez-Goa asking for permanent irrevocable, non-terminable, unrestricted, perpetual right of access for the length of admeasuring 140 Running Meter (Hereinafter referred to as the "Said Access" better described in Schedule III) going through the SAID PROPERTY and to use it on perpetual basis and with a proposal for right of access through the SAID PROPERTY as the same is leading to the property which was belonging to PARTY NO. 2 i.e. bearing Survey No. 116/2.

The PARTY NO. 1 placed the application before the General Body.A General Body meeting was held on 26/06/2022.

In the General body meeting dated 26/06/2022 the members discussed and approved to grant an access to the Party No. 2. The Committee hereby has resolved to approve the above proposal made by PARTY NO. 2 with conditions mentioned in the Annexure-1 mentioned below:-

ANNEXURE - I

- 1) The Party No. 2/ DEVELOPER agree that they shall not block the Said Access through the SAID PROPERTY and shall allow the Party No.1 and its legal representatives to access the same without any obstruction from the Party No. 2/ DEVELOPER.
- 2) Tarring of the road to be undertaken by PARTY NO. 2/DEVELOPER on property bearing Survey No. 117/5 and Survey No. 115/1.
- 3) Maintenance of the said road to be undertaken by PARTY NO. 2/DEVELOPER on property bearing Survey No. 117/5 and Survey No. 115/1.
- 4) The Said Property bearing Survey No. 117/5 and Survey No. 115/1 belonging to the Comunidade of Assagao retains the ownership rights perpetually.
- 5) The permanent irrevocable, non-terminable, unrestricted, perpetual right of access granted to Party No. 2/DEVELOPER through the Said property to the property bearing Survey No. 116/2 shall include its successors, transferees, assigns, guests, agents, vendors, contractors, clients, staff and all person or persons that own, occupy and /or possess or that may own, the Property bearing Survey No. 116/2 or any part thereof.
- 6) Party No. 1 agrees that Party No. 2/DEVELOPER shall have the rights to pass and repass over the Said Property and to lay under, through or above, the Said property pipelines, electric cables and other conveniences including but not limited to signage's as may be required and for the said purpose dig open the Said property as and



when necessary for laying, repairing or replacing the same. Party No. 2/DEVELOPER is further authorized to raise, install or put up any electricity poles, water pipelines, drainage lines or trails, telephone fire cables or any such other provisions/ services and /or amenities on the Said Property or over all or underneath the Said property to provide such amenities or facilities to any other parts or portions of the Lands there of, Party No. 2 /DEVELOPER or any other lands or areas and Party No. 1 shall not have or raise any objections and if need be if so called upon by Party No. 2 /DEVELOPER their comment in writing for the same. In case it is found that the consent of any other person having any right, title whatsoever in said access is requisite or necessary, Party No. 1 shall at their own cost and expenses process the same as and when called upon by Party No. 2 /DEVELOPER.

7) That Party No. 1 and Party No. 2 shall jointly and severally rectify any claims or losses that may be incurred or suffered by the Party No.2/ Developer due to any interference or obstruction in the right to the Said Access.

SCHEDULE I

- A) All that property bearing Survey No. 117/5 situated at Village of Assagao, Bardez Taluka, North Goa.
- B) All that property bearing Survey No. 115/1 situated at Village of Assagao, Bardez Taluka, North Goa.

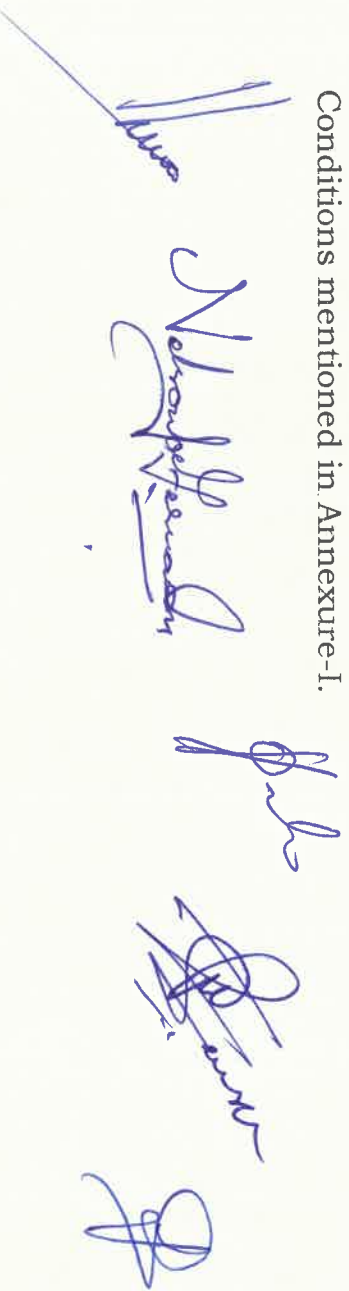
SCHEDULE II

All that property totally admeasuring 5635 sq. mts. and bearing Survey No. 116/2 situated at Village of Assagao, Bardez Taluka, North Goa

SCHEDULE III

All that right of Access for the length of admeasuring 140 Running Meter going through the property bearing Survey No. 117/5 and Survey No. 115/1. The Said Access is shown delineated in red boundary line in the plan annexed.

AND WHEREAS ALL THE PARTIES have agreed to the Terms & Conditions mentioned in Annexure-I.



SIGNED AND SEALED AND DELIVERED
BY THE WITH NAMED PARTY NO. 1
COMUNIDADE DE ASSAGAO

1. PRESIDENT



2. ATTORNEY



3. TREASURER



SIGNED AND SEALED AND DELIVERED
BY THE WITH NAMED PARTY NO. 2
MR. FRANCISCO X. SALDANHA



SIGNED AND SEALED AND DELIVERED
BY THE WITH NAMED DEVELOPER
M/S CLASSIC SQUARES REALTY PVT. LTD.

(MR. OSWALD DE MELO)



I do hereby affirm the
above signatures

26-09-2022
Y. ZUZARTE
B.Sc. LL.B
Advocate and Notary Public
MAPUSA GOA.

