



गोवा GOA

488516

Sr. No. 2986 Place of vend MAPUSA. Date 22/2/2019

Value of stamp paper 1000/-

Name of Purchaser MILESH B. PEDNEKAR

Residing at MAPUSA son / wife of BABULI A. PEDNEKAR

As there is no one single stamp paper for the value of Rs. 1000/- additional stamp papers for the completion of the value is attached alongwith.

Purpose

Signature of vendor L. No. 22 (R.R.P. Dessai)

Transacting Parties

Signature of Purchaser

AGREEMENT/ MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is registered, entered and executed here at Ponda this 22nd day of February 2019 between following parties:

[Signature]
Esamant

[Signature]
L. No. 22

[Signature]
Babli

[Signature]
Milesh



2019 FEB 22

MUKUND PRASAD CO-OPERATIVE HOUSING SOCIETY LTD, a co-operative Housing Society Ltd, duly registered with the Asstt. Registrar of Co-operative Societies, central Zone, Panaji, hereinafter referred to as "**THE OWNER**" and Party of the **FIRST PART**, herein represented by its Chairperson SHRI. KRISHNA SHRIDHAR SAMANT, son of Shri Shridhar Samant, age 70 years, married, holding Adhar Card No. 721319486685, PAN Card No. AIFPS2308L, Treasurer, SHRI. SANTOSH MORTU PRABHU TENDULKAR, son of late. Shri. Mortu Prabhu Tendulkar, age 54 years, married, business, Adhar Card No. 824513152144, PAN Card No. ADCPN9835H .Secretary Mr.DEVIDAS B.NAIK SON OF LATE.BHAGAWANT NAIK. Retired,age 67 yrs having PAN CARD NO.ADCPN9835H ,ADHAR CARD NO.4784 2078 9120 .Joint-Secretary SMT. MANORAMA DHOND, wife of late. Shri. Shamrao Dhond, age 71 years, retired, holding Adhar Card No. 313587308232 and PAN Card No. BKEPD2439P (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, legal representatives, successors and assigns)

AND

1. **BUILDHOME DEVELOPERS**, a partnership firm, duly registered under Indian Partnership Act, holding PAN No.AASFB5201A, represented herein by its partners **Shri Tulshidas G. Kalangutkar**, aged 70 years. married, PAN CARD NO.BAFPK1086G, ADHAR CARD NO. 2496 1765 7313 .residing at H. No.144, Mascall Haturlim, Mayem, Bicholim, Goa and **Shri Nilesh Babuli Pednekar**, son of Shri Babuli Anant Pednekar, age 38 years, married, PAN CARD NO. ALUPP0028N. ADHAR CARD NO. 4408 9245 2732 residing at flat No.302,Sai Heights, Dangui Colony, Mapusa, Bardez, Goa, hereinafter referred to as "**THE DEVELOPER**" and Party of the **SECOND PART**, (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, legal representatives, successors and assigns)

WHEREAS there exists a part and parcel of land identified as LOCONDIEM situated at Shantinagar – Ponda, bearing Survey N. 174/2 of Ponda, within the limits of Ponda Municipal Council Taluka Ponda Sub-District Ponda, District North Goa in the State of Goa, hereinafter referred to as the said property and described in detail in the Schedule hereunder:

AND WHEREAS late Bogvonta Suria Rao Sardessai and late Gurunath Suria Rao Sardessai by a Deed of Sale dated 31/03/1964 drawn at folio 88 (R) of book 1211 in the office of Notary Raul Gerson Purificacao de Santa Rita Vaz purchased the whole property identified as the First Addition composing of Two Glebas of LOCONDIEM from its original owners.

Samant *Laxmi* *Shri Nilesh Babuli Pednekar* *Hotirshi Suria Rao Sardesai* *Sprabhu* *Shri*
Mukund *Suria*

AND WHEREAS by a Deed of Partition dated 30/11/1968 duly registered under No.224 at folio 229 to 234 of book I, Vol. VII, in the office of Sub-Registrar Ponda, the said Bogvonta Suria Rao Sardessai and Gurunath Suria Rao Sardessai with their respective spouses partitioned the said property whereby the portion identified as plot B having an area of 564 m² was allotted to Shri. Gurunath Suria Rao Sardessai and his wife.

AND WHEREAS the said Plot B is presently surveyed under No. 174/2 of Ponda and is recorded to have an area of 520 m² in the survey Record of Rights (which is described in detail in the Schedule I hereunder).

AND WHEREAS Shri. Gurunath Suria Rao Sardessai constructed a residential building thereon identified as MUKUND NIWAS comprising of 4 flats bearing No.174/3(i) (ii) (iii) and (iv) of Ponda Municipal Council for which occupancy certificate was given on 11/08/1969

AND WHEREAS on 6/4/1998, the said Gurunath Suria Rao Sardessai died being survived by his widow the said Smt. Kamalabai Gurunath Suria Rao Sardessai the Vendor No. (i) and his sons; Viz: - Mahesh Gurunath Sardessai married to Neeta, the Vendor No. (ii) and Srivallabh Gurunath Sardessai married to Beena as confirmed by the Deed of Succession dated 24/8/1998 drawn at folio 72 to 74 of book 663 in the office of Notary – ex-Officio-Sub –Registrar Ilhas at Panaji.

AND WHEREAS the Four members namely: Shri. Krishna Shridhar Samant, Smt. Manorama Shamrao Dhond, Shri. Santosh Mortu Prabhu Tendulkar and Shri. Devidas Bhagwant Naik, in their own individual capacity had entered into agreement with the original owner Smt. Kamalabai Gurunath Sardessai and others came together and formed a housing society and became the shareholders and members of the said society.

AND WHEREAS by virtue of deed of sale dated 14/01/2000, duly registered in the office of the Sub registrar of Ponda under Reg. No. 119 at pages 172 to 182, Book No.1, Vol. No. 564 dated 25/01/2000 the original owners said Smt. Kamalabai Gurunath Sardessai and others sold and transferred the said plot of land with an area of 520 sq.mts along with the building in the name of the Vendor/Society as mentioned herein above.

AND WHEREAS the Vendor/Society has resolved to redevelop the said building with due permission of the Ponda Municipal Council and an Architect has been appointed to draw a plan in order to obtain necessary approvals from the concern authorities.

AND WHEREAS the developer / Purchaser has approached the owner/vendor with the intention to re-develop the said plot with building therein and also to get drawn a plan to be approved by the vendor initially and thereafter by the Ponda Municipal council and other concern authorities respectively.

Samant

Wadhwa

Santosh

मनोरमा शमराव धोंड

Tendulkar

Prabhu

Naik

Devidas

11/10/2000



AND WHEREAS the DEVELOPER has taken inspection of all the documents pertaining to the title of the original owners as well as the previous owners to the said property as also the rights of the present OWNERS herein and have satisfied themselves about the marketability of the owner's title to the said property and the legality of the same.

AND WHEREAS OWNERS desirous to redevelop and construct the said property/plot/existing building into various flats and shops as can be available as per the plan and engage the Developer for such construction and under the circumstances, all the parties involve a scheme under which the vendor is providing their said land to the developer to develop the same and the Developer has agreed to mobilize fund from its own resources and or taking advance from the prospective purchasers and provide materials, equipment, manpower and other necessary accessories for construction of new building as per the land available and as per plan approved by the Land owner from the office of Town and Country Planning/South Goa Planning and Development Authority and Ponca Municipal Council.

AND WHEREAS the Developer has undertaken to convert the existing zone from S-1 to C-1/C-2 and by which the existing FAR would change and the Developer has offered to the VENDOR as per the share area mentioned below depending upon the conversion of zone.

AND WHEREAS the DEVELOPERS shall not be authorized to take any advance payments against the premises agreed to be deliver and reserved for theOWNER.

NOW THIS AGREEMENT/MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER: -

1. In pursuance of above, the parties herein out of their free will and accord, without any force and coercion and while in a sound state of mind. The parties hereby agreed to execute and registered the present agreement for development and construction.

02. THE SCHEME:

i. That the land owners permit the developer to develop the said property on a mutual understanding that the investment of the land owners/vendors is that of land described in the schedule no. I herein.

Ex: Samant *Leafy* *Shreebhy* *Shreebhy* *Shreebhy*
Shreebhy *Shreebhy* *Shreebhy* *Shreebhy* *Shreebhy*

11/09/2019 10/11/19



- ii. That the OWNER shall allow the Developer to construct a new building on the schedule land under the scheme whereby the Land Owners/vendors shall provide the land mentioned in Schedule-I **and all amenities described in the schedule no. II** herein under written at their own cost and responsibility as per plan approved by the office of SGPDA and Ponda Municipal Council, and design to be prepared by the Developer .
- iii. That it is agreed between the parties that the said apartment Building be construct in the name and style of: **MUKUND PRASAD CO-OPERATIVE HOUSING SOCIETY LTD" BY BUILDHOME.**






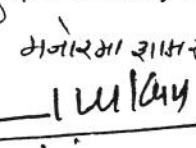


03. DIVISION OF WORK, EXPENCES AND LIABILITY

a. The land owners/Vendors shall liable be for following work with his own expenditure.

- i. The OWNER has already furnished all title documents in respect of the said property no. I and the DEVELOPER has verified the same and are fully satisfied about the marketability and title of the OWNER to the said land.
- ii. The OWNER has also obtained all the requisite permissions and licenses for the development of the said land.
- iii. The Developer shall provide alternate arrangement to all the occupiers of the flats of the owner society and pay requisite rents of the premises that will be provided to the flat occupiers in the present building i.e. additional 15 months' rent will be given/paid at the time of demolitior in 2 installments and in the event of extension of time, for the construction of the building, the additional rent shall be paid by the Developer to the occupiers of the vendor society.

b. The Builder/Developer shall liable for following work with his own expenditure.

- i. Construction cost of entire project from the day of handing over possession till final completion of the project with approval of land owners as mentioned in clause no.10 written below.
- ii. Cost of all amenities more particularly described in schedule hereunder.

- iii. Cost and architectural fees for revised drawings and of structural engineers for designing the project.

04. STRUCTURAL DESIGN AND DRAWING:

- i. The developer shall be responsible for soundness of architectural, structural, electrical, plumbing and sanitary drawings and design as well as adequate earthquake safety measurement in the design & also the implementation of the same. The Developer shall bear the necessary cost for the said assignments.

05. TITLE DEED VERIFICATION

- i. That the Land Owner have already produced the original Title Deed and other related documents of the schedule property to the Developer at the time of signing this document and the DEVELOPER has verified the same and are satisfied about the marketability and title of the owners to said land .The Land Owner also pledges not to sign any Agreement with any other person or body whatsoever in relation to the schedule property during the tenure of this Agreement without the written consent of the Developer.

The owner shall indemnify the builder against persons claiming and demanding any rights, title and interest in the "THE SAID PROPERTY mentioned above through the owners or any other person or persons. The Owners state and declare that they have every right and absolute Authority in law to offer "THE SAID PROPERTY" to the builder for completion of the said project.

- iii. The Owner and all the persons claiming under them shall and will from time to time upon the request and at the request of the builder do and execute or cause to be done and execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the "THE SAID PROPERTY only upon getting possession and delivery of the premises agreed to be constructed for the VENDOR by the DEVLOPER along with the valid occupancy certificate issued by the Ponda Municipal Council.

Signature *Signature* *Signature* *Signature* *Signature* *Signature*

06. SITE DELIVERY


1 That the First party will hand over the vacant possession of the schedule property after signing of the present MOU subject to making of alternate arrangement. The developer shall not have the right to transfer, assign or sub-let works under the agreement/MOU and shall be personally responsible to perform and discharge their obligations mentioned in this agreement.

2. The Land-Owner thereby undertakes that the Project Land is not mortgaged and/or; hypothecated to any bank/ financial authority and Project Land is free from all encumbrances at time of signing of this Agreement/MOU.

07. SHARE:

320 sq. mts build in form of 2 BHK if the zone changes from S1 to C2

OWNERS/FLAT NO.	Existing Area	Offered Area in sq. mts
1.SMT.MANORAMA S.DHOND	103.55	90
2.SANTOSH M. PRABHU	103.55	60 PLUS(15 SQ MT SHOP) DOUBLE HEIGHT
SHRI.KRISHNA S. SAMANT	109.89	90
4.DEVIDAS B. NAIK	109.89	90



 C-2
 S. Dhond
 Santosh M. Prabhu
 Shri. Krishna S. Samant
 Devidas B. Naik
 G.V. Kulkarni
 JALINDIA
 1996

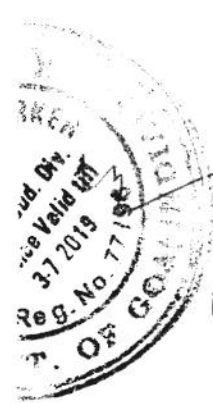
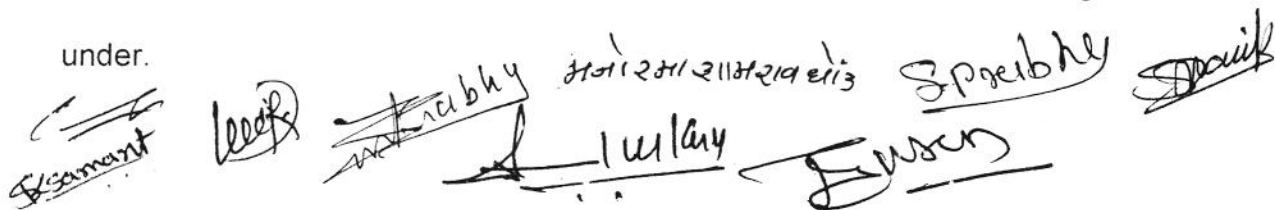
400 sq. mts build up area in total if the zone changes from S1 to C1

OWNER NAME/FLAT NO.	Existing Area	Offered Area in sq. mts
1, SHMT.MANORAMA S. DHOND	103.55	98
2.SANTOSH M.PRABHU	103.55	65 (15 SQ MT SHOP DOUBLE HEIGHT)
3.KRISHNA S. SAMANT	109.89	102
4.DEVIDAS B.NAIK	109.89	102

- i. The OWNER shall be entitled for 4 flats/shops as their share. The said flats/shops shall be completed in all respects by the DEVELOPER and upon obtaining the occupancy certificate the possession of the said premises to be handed over to the OWNER or their nominees.
- ii. The Developer shall get his share and undivided proportionate land in the manner as described below which the Developer may dispose of and sell of the proportionate shops/flats for prospective buyers.

08. THE BUILDING

That the developer shall construct the 4 flats **with all amenities described in the schedule no. II** as per approval including Boundary wall, Gate etc. at their own responsibility, cost and expenses on account of all the required labors, materials, equipment fixtures, fittings, utilities and other amenities/facilities strictly as per approved design and other amenities as Per Annexure to this agreement/MOU and more particularly described in the schedule writing herein under.

price to be determined by the Developer and to receive money from prospective buyer and to acknowledge and give receipt provided the same doesn't affect the rights and interests of the Land-Owner, or either into any conflict thereof. The OWNER shall be join in such agreement as necessary parties.

14. DEVELOPER'S RIGHTS:

i. That in order to implement the project effectually and completely and facilitate the transfer of Developer's share in the project land the Developer shall on and from the date of execution and signing of this agreement, be at liberty to do, execute and perform at its free will all that acts, deeds and things as may be found reasonable and expedient. The OWNER shall be joined in such agreement as necessary parties.



ii. Towards the security for the timely construction of the premises agreed to be constructed for the OWNER by the DEVELOPER, The OWNER shall have first lien on the premises identified as flat Nos. 101,102,103,104. The DEVELOPER shall not be entitled to sell the said premises or raise any finance against the said premises till the possession of the premises is handed over to the OWNER by the DEVELOPER.

iii. To prepare and publish prospectus, profiles, forms, leaflets and brochures of or about the project and advertise forward sale of the transferable Land shares and allotment of premises as shall belong to and be disposable by the Developer.

16. THIRD PARTRY LIABILITY:

That the Developer shall be liable to indemnify any workmen or outsider in the event of the possible loss or damage to any property, personal injury and death or otherwise, any claim arising from the construction of the Building by the Developer. The Land Owner shall not be responsible or liable for any such loss or claim whatsoever. Similarly, the responsibility for any sort of theft, loss or damage of the

Handwritten signatures and text:
S. Samant, [Signature], [Signature], [Signature], [Signature], [Signature]

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works during construction shall vest in the Developer and in no-way is binding on the Land Owner or on the Schedule Land.

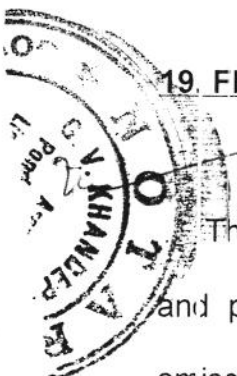
17. UTILITY SERVICE CHARGE:

That the service lines for electricity and water, shall be provided by at the cost of Developer so as to avail of those facilities readily by the Land Owner.

18. INCLUSION/ADDITION OF TERMS AND CONDITION OF AGREEMENT:

That any points omitted in this agreement may be included or added subsequently in this agreement/MOU only if agreed upon by mutual consent of both the Land Owner and the Developer and it shall be treated as part of this agreement.

19. FIRST PARTY'S GUARANTEE TO THE TITLE OF THE LAND:



That the First Party guarantees that its title in the schedule property is correct and perfect as described in the schedule and if any errors, misstatements or omission shall be detected, this agreement shall not be annulled and the First Party will do whatsoever shall be found necessary to correct the error and other defects to convey the Schedule Property to Second party or its allottees.

The Developer shall provide the service guarantee of the building constructed for 3 years.

24. FORCE MAJEURE/ UNFORESEEN CIRCUMSTANCES:

If for any unforeseen circumstances the DEVELOPER could not complete the project as per the terms and conditions of this memorandum of understanding for reason whatsoever, the owner shall be free to handover the project for its completion to any other person or developer or firm and developer shall have no objection, notwithstanding the fact that he has made substantial investment which shall be deemed to have been waived or forfeited by the developer and this clause shall be put into effect only after giving fifteen days' notice to the developer and the

Agreement *WSD* *Prabhakar* *होमि २११२१९६३* *Sprabhy* *Dr. V. K. ...*

13/12/2018 3:30 PM

notice sent on the address given in this MOU shall be deemed to have been served on the developer.

25. RESOLUTION OF THE DISPUTES:

The Disputes only as regards enmities and other specifications of the flats hereunder contain shall as far as possible shall be resolved amicably by representative of the owner, developer and any outsider engineer to be nominated by the owner and in the event the same could not be resolved the Civil Court of local jurisdiction or any other appropriate forum under the laws in force relating to consumers shall have jurisdiction.

SCHEDULE - I OF THE PROPERTY

All that plot of land admeasuring 520 m² bearing Survey No. 174/2 and forming a part of the whole property identified as LOCONDIEM situated at Shantinagar – Ponda, bearing Survey N. 174/2 of Ponda, within the limits of Ponda Municipal Council Taluka Ponda Sub-District Ponda, District North Goa in the State of Goa, which property is described in the office of Land – Registrar Ilhas under No. 22322 of Book B-60 and is enrolled in the Taluka Revenue Office under Matriz No. 1032.

The said Plot is bounded as under: -

East: by 6.mts. wide Municipal reserved road.

West: by second plot "A" bearing Survey. No. 174/3

South: by Municipal road.

North: by plot bearing Survey. No. 174/1, belonging to Shrikrishna J. Kamat.

SCHEDULE NO. II

SPECIFICATION OF THE FLAT

The Structure:

It is a R.C.C. framed structure of columns, beams and slabs. The external walls will be 8" laterite or brick masonry.

Sesamant

WBF

Shrikrishna J. Kamat

Shrikrishna J. Kamat

Sprabhu

Pratik

The internal partition walls will be 20 cm brick masonry 10 cm. The slab, if any will have waterproofing treatment of a standard type. Sloping roof shall be provided for major part with waterproofing treatment and/ or Mangalore Tiles, with concrete loafers and rafters.

Plaster:

External Plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of acrylic wall putty and gypsum plaster.

Flooring:

Good quality 2X2 vitrified tiles for the flooring. The W.C. will be of anti-skid ceramic tiles and design concept tiles at full height for walls.

Doors and Windows:

All doors frames will be Sal wood/ Matti wood/ Kindal of 2 1/2" X 4". Main door to be of good quality teak wood with polish. All internal doors of Marine flush type. All windows glazed with good quality Aluminum profiles powder coated for raw houses and teak wood windows for bungalows and duplex. All windows will be provided with 10mm thick Sq. bar M/s Grills. All windows sill providing marble on top.

Internal Décor:

The wall be painted with acrylic emulsion, ceiling with white oil bound D stemper.

External Decor:

External wall will be painted with weather shield cement paint apex or equivalent.

Water tanks:

An underground sump with an electric pump and an overhead tank will be provided.

Plumbing and Sanitation:

Soil, waste and water pipes will be partially concealed and of good quality. White colored glazed European W.C. units will be provided with flushing system. The sanitary installations will be in accordance with prescribed specifications. One wash basin of 22" provision for centralized sewage connection will be provided.

Electrical Installation:

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 Government, [Signature], [Signature], [Signature], [Signature], [Signature], [Signature]
 20/11/2011, 21/11/2011, 22/11/2011, 23/11/2011

The Electrical installations shall have concealed wiring. An MCB board and all switches of modular type of Legrand or equivalent.

IN WITNESSES WHEREOF the parties hereto have set their respective hands to this Agreement/MOU on the day and year first hereinabove mentioned in the presence of witnesses who have also signed below.

THE VENDORS/OWNERS



Krishna Shridhar Samant *क्रिष्ण श्रिधर सामंत*

1.(MR..KRISHNA SHRIDHAR SAMANT)

PAN CARD NO.BNTPS4695A

ADHAR CARD NO 9090 4775 9876



Shubhalaxmi

2.(MRS..SHUBHALAXMI KRISHNA SAMANT)



मनोरमा शिखरीय धोंड

3.(SMT.MANORAMA S. DHOND)

KS Samant

KS

Shubhalaxmi

मनोरमा शिखरीय धोंड

Manorama Dhond

Shubhalaxmi

Dhond



Santosh



4..(MR.SANTOSH M. PHABRU TENDULKAR)

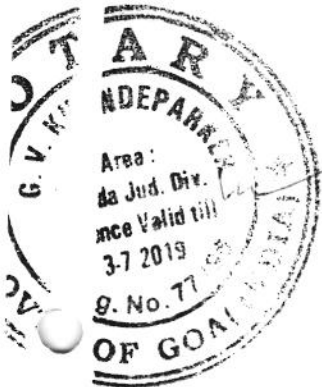
Sadhana



5. (MRS.SADHANA S PRABHU TENDULKAR)

PAN CARD NO.EKKPP6080F

ADHAR CARD NO. 2698 3894 5137



Devidas



6. MR. DEVIDAS B. NAIK

Sawdamini



7. (MRS.SAWDAMINI D.NAIK)

PAN CARD NO BAUPN0789C

ADHAR CARD NO. 5749 4343 9011

Devidas

Santosh

Devidas मजिस्ट्रीर मजिस्ट्रीर मजिस्ट्रीर

Sawdamini

Sawdamini

THE PURCHASER/DEVELOPERS.

[Handwritten signature]

1. BUILDHOME DEVELOPERS
(Represented by its partners
Mr. NILESH B. PEDNEKAR)



[Handwritten signature]

[Handwritten signature]

2. BIJLDHOME DEVELOPERS
(Represented by its partners

Mr. TULSIDAS KALANGUTKAR- through Power of Authority
MR. RAJESH T. KALANGUTKAR



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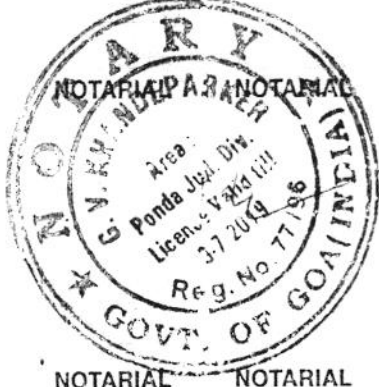
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EXECUTED / SIGNED BEFORE ME
WHICH I ATTEST. NO RESPONSIBILITY
ACCEPTED FOR CONTENTS

[Handwritten signature]
G. V. KHANDEPARKER
NOTARY

DATE: 29/02/2019 PLACE: Ponda Goa
REG. NO. 976/2019