

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

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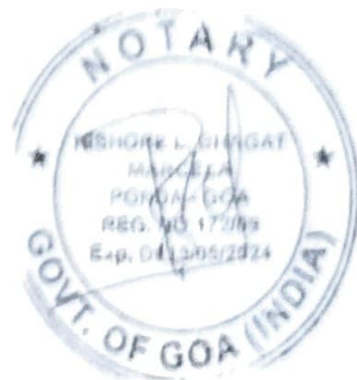
ONE THOUSAND RUPEES

Rs.1000

मोठा GOA

667770

ASHOR L. BINGAT, Marcel, Goa



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made
and entered at Marcela, Ponda Taluka, Goa, on this 29th day of
July, 2022;

ARMAR

Shree

C. P. S. S.

BETWEEN

(1) **SHRI RAVINDRA ARJUN SHET VERENKER**, son of late Arjun Verenker, aged about 71 years, married, business, Indian National, (Holder of PAN: [REDACTED], Adhaar No. [REDACTED], Mobile No. 7030289399), and his wife (2) **MRS. RASHMITA RAVINDRA SHET VERENKER**, daughter of Jaiwant Kamat, aged about 71 years, married, housewife, Indian National, (Not having Pan Number, Adhaar No. [REDACTED], Mobile No. 8459541659), both residing at House No. 39, Bazaarwada, Mollem, Dharbandora, South Goa District, State of Goa, hereinafter called **"THE INTENDING OWNERS/ VENDORS"** which expression shall, unless repugnant to the context and meaning thereof, includes their heirs, legal representatives, executors, administrators, successors and assigns) OF THE FIRST PART.

AND

(1) **SHRI PANDHARI SHANTARAM FADTE**, son of Shri Shantaram Pandhari Fadte, aged 45 years, business, Indian National, (Holder of PAN CARD NO. [REDACTED], Aadhaar Card No. [REDACTED], Mobile No. 9850101303), resident of House No. 111/1, Gaonkarwada, Betki, P. O. Marcela, Ponda Taluka, Goa, hereinafter referred to as, **"THE INTENDING BUILDER/ PURCHASER"** (which expression shall unless be repugnant to the context or meaning thereof be deemed to include his legal representatives, executors, administrators and assigns) OF THE OTHER PART;

WHEREAS there existed the following six properties located adjacent to each other situated at Pilliem, within the

Ravendra

RR Venker

Padman

limits of the Village Panchayat of Dharbandora, Taluka and Sub District of Sanguem, now Dharbandora District of South Goa, State of Goa, and are not described in the Land Registration Office of Quepem. However the said properties are enrolled in the Taluka Revenue office under respective Matríz numbers, and surveyed under Cadastral survey and presently under Records of Right.



1. Property known as "ZAMBULCHEM CULNA", situated at Pilliem, enrolled in Matríz under No.95 and as Rustic property "ZAMBULCHEM CULNA" surveyed under old Cadastral No. 8 (part) and surveyed as per the new Survey under No. 51/3, and 51/4 with designation of "ZAMBULCHEM CULNA".
2. Property "GHORBATA PILIEM" First Addition situated a Pilliem, enrolled in Matríz under No. 79 as rustic property "GHORBATA" or "GHORBATA POIQUIM" First Addition, surveyed under old Cadastral under No. 13 and surveyed as per the new Survey records under No. 47/1 and 47/2 with designation of "PILIEM DADO".
3. Property known as "BETUL TUCDA" First Addition, situated at Pilliem, enrolled in Matríz under No. 85 as rustic property, and surveyed under old Cadastral No. 23, Surveyed as per the New Survey under No. 44/1 with designation of "NADIKATI", and under Survey No. 45/2 without any designation and under Survey No. 46/2 with designation "Pilliem Dado".
4. Property known as "BETUL TUCDA" second Addition,

Resort

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situated at Pilliem, enrolled in Matriz under No. 86 as rustic property Betul second Addition, surveyed under Id Cadastral Survey No. 24 and as per the new survey records under no. 42/2 with designation of "NANDIKHUTI".

5. Property known as "GHORBATA PILIEM" Second Addition, situated at Pilliem, enrolled in Matriz under no. 84 as rustic property Ghorbata or Ghorbata Poiquim second addition and under NO. 96 Mix to property Ghorbata or Ghorbata Poiquim third addition surveyed under records of rights under Survey No. 45/1 without designation and under Survey No. 46/1 with designation of 'Pilliem Dado, The property under Matriz No.96.



6. Property "VALCHEM CULNA" and "SONCRENTIL GAL", situated at Piliem, enrolled in Matriz under No. 75 as rustic property VALCHEM CULNA, and under No.76 rustic property SONCRENTIL GAL or "XENCREANTIL GAL", surveyed under old cadastral No.26 and as per the new survey records under Survey No. 42/1 with designation of "NANADIKUTI".

AND WHEREAS in respect of the afore-referred six properties 1/24th and 2/8th parts of the properties bearing Matriz Nos. 95, 85 and 86 respectively are found registered in the name of Parvatibai Visonata Sinai, Muktabai Bascora Sinai, Esvonta Govind Sinai and Xembu Govind Sinai.

AND WHEREAS, in respect of the afore-referred six properties 6/24th parts each of the properties bearing Matriz

Prasanna

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P. B. Venkatesh

Nos. 75, 76, 79, 84, 94, and 96 are found registered in the names of Esvonta Govind Sinai and Xembu Govind Sinai.

AND WHEREAS Xembu Govind Sinai was also known as Xembu Govind Sinai Suctancar, who was father of late Shri. Sripada Xembu Sinai Suctancar married to Smt. Xantabai Sinai Suctancar under the law of Communion of Assets.

AND WHEREAS said Shri Sripada Xembu Sinai Suctancar and his wife Smt. Xantabai Xembu Suctancar, expired on 3/7/1961 and 22/10/1940 respectively, leaving behind their four children viz; (1) Shri. Xembu (2) Smt. Cumudini (3) Smt. Sulabha and (4) Shri. Devidas.

AND WHEREAS upon death of Shri. Sripada Xembu Sinai Suctancar and his wife Smt. Xantabai Xembu Suctancar, a Deed of Declaration of Succession and Gratuitous Assignment came to be drawn on 24th January 1964 before the Civil Registration cum Sub Registrar and Ex-Officio Notary at Ponda in his Book No. 359 at pages 1 (overleaf) onwards, and in the said Deed both the daughters of late Sripada and Smt. Xantabai, namely Smt. Cumudini and her husband Shri. Manohar Esvonta Sinai Contoco, and Smt. Sulabha, unmarried at that relevant time, relinquished all their rights in inheritance left behind by their late parents in terms of Article 2029 of Portuguese Civil Code, and on account of such relinquishment, Shri. Xembu Sripada Sinai Suctancar with his wife Smt. Vanita Suctancar and Shri. Devidas Sripada Suctancar become the owners of all the estates and properties left behind by their late parents Sripada and Smt. Xantabai.



R. S. S. S.

R. S. S. S.

Sulabha

AND WHEREAS Shri. Devidas S.S. Suctancar subsequently married to Smt. Shanta who along with Shri. Xembu Sripada Sinai Suctancar with his wife Smt. Vanita Suctancar jointly possessed and enjoyed all above referred six properties and accordingly their names appear as occupants in the record of rights of respective properties.

AND WHEREAS in terms of Deed of Partition dated 6/9/1999 executed between Shri. Xembu alias Shambu Sinai Sukthankar with his wife Smt. Vanita, Shri. Devidas Sinai Sukthankar along with his wife Shanta duly registered in the Office of the Sub Registrar of Sanguem Goa, under No. 189, at pages 494 to 544 of Book I, volume No. 100 on 23/9/99, all the said six properties came to be divided into five parcels namely parcel nos. A (admeasuring 1,29,220 Square Metres), B (admeasuring 1,44,660 Square Metres) C (admeasuring 50,000 Square Metres) D (admeasuring 3,57,600 Square Metres) and E (admeasuring 3,42,160 Square Metres).

AND WHEREAS in the said Deed of Partition the parcels B, E and $\frac{1}{2}$ of Parcel C came to be allotted to Shri. Shambu and his wife Vanita and parcels A, D and $\frac{1}{2}$ of parcel C came to be allotted to Shri. Devidas and his wife Shanta.

AND WHEREAS Shri. Devidas Sukthanker and his wife Shanta Sukthanker to whom Parcel A was allotted in the Partition Deed comprised of survey Nos. 51/3, 51/4, (part) and 47/1 (part) of Pilliem Village, Sanguem Taluka, who developed said property by sub-dividing the same into various smaller plots, for residential use, more particularly described in SCHEDULE hereinafter appearing.

Devidas

Shanta

Devidas

AND WHEREAS the property described in SCHEDULE came to be amalgamated vide permission No. VPD/99-2000/5/519 dated 6/1/2000 issued by the Village Panchayat of Dharbandora and upon obtaining NOC from Town and Country Planning Department, vide letter No. TPQ/CT/S.Piliem/51/3/99/879 dated 28/12/99.

AND WHEREAS Additional Collector-11 of South Goa, under Ref. no. AC-II/SG/CONV/25/2009, dated 23/07/2009 issued SANAD permitting the use of land for Residential purpose.



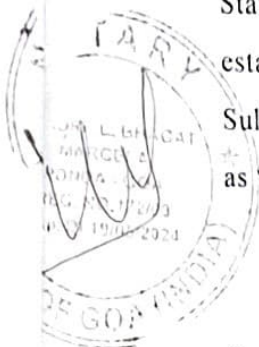
AND WHEREAS Village Panchayat Dharbandora, Taluka Sanguem, South Goa, has issued NOC for final Sub-division in the property bearing S.No. 47/1 at Piliem vide letter under Ref No. VPD/N.O.C./2010- 11/251 dated 16/06/2010.

AND WHEREAS Shri Devidas Shripada Suctancar expired on 03/06/2006, leaving behind Smt. Shanta Devidas Sinai Sukthankar, resident of "Shanta Niwas" upper Bazar Ponda, Goa, District of South Goa, State of Goa, as his wife and moiety sharers Mr. Rajesh Devidas Sukthankar and Mr. Sudesh Devidas Sukthankar as his sons married to Mrs. Yogita Rajesh Sukthankar & Mrs. Sandhya Sudesh Sukthankar, respectively, all residents of "Shanta Niwas" upper Bazar Ponda, Goa, District of South Goa, State of Goa.

Rajesh Devidas Sukthankar

Sandhya Devidas Sukthankar

AND WHEREAS upon the death of Shri Devidas Shripada Suctancar a Deed of Succession and qualification of heirs, came to be drawn before Notary Ex-officio Ponda, on 17/07/2006, at pages 49 to 50 V, of Notarial Book for Deed 397 and in terms of said Deed the above Smt. Shanta Devidas Sinai Sukthankar, Mr. Rajesh Devidas Sukthankar, Mrs. Yogita Rajesh Sukthankar, Mr. Sudesh Devidas Sukthankar, & Mrs. Sandhya Sudesh Sukthankar, all residing at "Shanta Niwas" upper Bazar, Ponda, Goa, South Goa District of the State of Goa, were qualified as the heirs and successors to the estate and property left behind by late Shri. Devidas Shripad Sukthankar (Hereinafter for the sake of brevity is referred to as "THE SAID ERSTWHILE OWNERS").



AND WHEREAS Town and Country Planning Department Taluka Office Quepem/ Sanguem/ Dharbandora Quepem-Goa, Issued N.O.C. & approved plan bearing Ref. No. TPQ/SUB/DIV/S-Pilliem 47/09/597 dated 07/09/2009 to sell the Plots Nos. 1 to 40, 45 to 53 and 62 to 77.

AND WHEREAS the Additional Collector – II of South Goa, under Ref. No. AC-II/SG/CONV/25/2009 dated 23/07/2009 issued SANAD permitting the use of land for Residential purpose.

AND WHEREAS Village Panchayat Dharbandora, Taluka Sanguem, South Goa, has issued NOC for final Sub-Division in the property bearing Survey No. 47/1 at Pilliem vide letter under Ref. No. VPD/N.O.C./2010-11/251 dated

Received *Rajesh*

Shanta

16/06/2010.

AND WHEREAS Shri Devidas Shripada Suctancar expired on 03/06/2006, leaving behind Smt. Shanta Devidas Sinai Sukthankar, as his wife and moiety sharer and Mr. Rajesh Devidas Sukthankar married to Mrs. Yogita Rajesh Sukthankar, Mr. Sudesh Devidas Sukthankar married to Mrs. Sandhya Sudesh Sukthankar.

AND WHEREAS upon the death of Shri Devidas Shripada Suctancar a Deed of Succession and Qualification of heirs, came to be drawn before Notary Ex-Officio Ponda, on 17/07/2006, at pages 49 to 50 V, of Notarial Book for Deed 397 and in terms of said Deed, the said Smt. Shanta Devidas Sinai Sukthankar, Mr. Rajesh Devidas Sukthankar, Mrs. Yogita Rajesh Sukthankar, Mr. Sudesh Devidas Sukthankar, & Mrs. Sandhya Sudesh Sukthankar, were qualified as the heirs and successors to the estate and property left behind by late Shri Devidas Shripad Sukthankar.

AND WHEREAS with the reference to the Notification under No. 21/2/misc/II/2018-Rd/963 dated 22/05/18 it was necessary to obtain Certificate from Deputy Collector for sale of plot by widow for executing Deed of Sale before Concern Sub-Registration office, and therefore Certificate/ NOC was issued by Deputy Collector & SDO of Dharbandora dated 01/10/2019, No. SDO/ DHAR/ widows/ Cert/ 18/2019.

AND WHEREAS the Shri Ravindra Arjun Shet Verenker, R/o Mollem, Dharbandora, Goa, Intending Owner / Vendor No. 1 herein approached the said Erstwhile Owners

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February

with a request to sell unto him the plot of land identified as plot No. 63 admeasuring 486.00 Square Metres more particularly described in SCHEDULE-II hereinafter appearing and the said Erstwhile Owners consented to the said request and agreed to sell the said plot for the total price of Rs. 12,15,000 (Rupees twelve lakhs fifteen thousand only).

AND WHEREAS, by a Deed of Sale executed on 09/10/2019 and duly registered in the Office of the Sub-Registrar of Dharbandora, Goa, in which the said (1) Smt. Shanta Devidas Sinai Sukthankar, (2) Mr. Rajesh Devidas Sukthankar, (3) Mrs. Yogita Rajesh Sukthankar (4) Mr. Sudesh Devidas Sukthankar, & (5) Mrs. Sandhya Sudesh Sukthankar, as Vendors therein, they sold/conveyed unto the said Shri Ravindra Arjun Shet Verenker, as Purchaser therein, the plot of land identified as plot No. 63 admeasuring 486.00 Square Metres more particularly described in SCHEDULE-I to the said Deed of Sale and shown on the plan annexed to the said Deed of Sale and for better clarity marked thereon with red colour boundary lines, for the total consideration of Rs.12,15,000/- and thus by virtue of the said Deed of Sale, the said Shri Ravindra Arjun Shet Verenker, Intending Owner / Vendor No. 1 herein has become the absolute owner in possession and enjoyment of the said Plot, which is more particularly described in THE SCHEDULE (II) hereunder written, shown on the plan annexed hereto and for better clearness marked thereon with red colour boundary lines and for the sake of brevity is hereinafter called as "THE SAID PLOT". The said Vendors nos. 1, 3, 4 & 5 were represented in the said Deed of Sale dtd. 09/10/2019 by their duly constituted General Power of Attorney Vendor no. 2 namely

→ *Devidas*

R. Verenker

Devidas

Mr. RAJESH DEVIDAS SUKTHANKER, by virtue of the Power of Attorney dated 22/02/2017 executed before Notary Shri. V. V. Sukthanker, at Margao-Goa, under his Registration no. 113/17, dated 22/02/2017.

AND WHEREAS, the said Shri Ravindra Arjun Shet Verenker having married to Mrs. Rashmila Ravindra Shet Verenker, under the regime of Communion of Assets in force in Goa and thus being moiety holder she is entitled to half undivided share, rights, title and interest in THE SAID PLOT and therefore joined to the present M.O.U. THE INTENDING OWNERS/VENDORS are the owners in possession of the said Plot of land designated as PLOT NO. 63, admeasuring 486.00 Square Metres, which Plot is more particularly described in the SCHEDULE (II) hereunder written, shown on the plan annexed hereto and for better clarity marked thereon with RED COLOUR boundary lines and hereinafter referred to as "THE SAID PLOT".

AND WHEREAS the said Plot is itself a separate and distinct unit having separate boundary marks.

AND WHEREAS THE INTENDING OWNERS/ VENDORS are the absolute owners in possession and enjoyment and well seized and possessed of THE SAID PLOT and are entitled to sell, transfer or dispose of THE SAID PLOT to any party whomsoever as per their discretion.

AND WHEREAS THE INTENDING OWNERS/VENDORS being desirous of developing/selling the SAID PLOT to any prospective developer/purchaser, the INTENDING BUILDER/PURCHASER has approached THE INTENDING OWNERS/VENDORS showing his willingness to develop/purchase the same. The term "develop/purchase" will imply that the INTENDING BUILDER/PURCHASER to develop the said Plot by constructing a building thereon and to pay to the INTENDING



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OWNERS/VENDORS total amount of Rs. 75,00,000/- (Rupees seventy five lakhs only) as total consideration of THE SAID PLOT and to sell the entire built-up area of the proposed building to the Prospective Purchasers of the choice of INTENDING BUILDER/PURCHASER, as his nominees, to receive the total amount of the cost of the construction of the entire built-up area of the proposed Building & the total amount of the cost of the proportionate undivided shares in the land of the said Plot corresponding to the built-up areas, from the prospective Purchasers and to appropriate the same amounts for INTENDING BUILDER/PURCHASER.

NOW THIS MEMORANDUM FOR DEVELOPMENT AND SALE
WITNESSETH AS UNDER:



In pursuance of the oral agreement by and between THE INTENDING OWNERS/VENDORS and the INTENDING BUILDER/ PURCHASER, the INTENDING BUILDER/ PURCHASER being satisfied with the title and possession of THE INTENDING OWNERS/VENDORS in respect of the SAID PLOT, the INTENDING BUILDER/PURCHASER has agreed to develop/purchase the SAID PLOT belonging to the INTENDING OWNERS/VENDORS upon terms, conditions and stipulations that follow:-

- (1) THE INTENDING OWNERS/VENDORS shall allow the INTENDING BUILDER/PURCHASER to develop the SAID PLOT and construct thereon a multi storied building comprising of Flats, as per the Plans/specifications to be approved by the competent Statutory Authorities and sell the same to prospective Purchaser/s, entirely at his own risk.

Spoken

Ramkumar

Kishore L. Bhagat

(2) The INTENDING BUILDER/PURCHASER shall give and pay the sale consideration of the total amount of **Rs. 75,00,000/- (Rupees seventy five lakhs only)** to the INTENDING OWNERS/VENDORS towards sale and development of the SAID PLOT within a period of 18 (eighteen) months from the date of actual commencement of the construction of the proposed Building in THE SAID PLOT.

(3) The above amount of Rs. 75,00,000/- (Rupees seventy five lakhs only) is the only consideration payable by INTENDING BUILDER/PURCHASER to THE INTENDING OWNERS/VENDORS in respect of THE SAID PLOT and the INTENDING OWNERS/VENDORS shall not be entitled or claim or demand any additional amount of consideration from the INTENDING BUILDER/PURCHASER, on any ground whatsoever.



★ (4) The INTENDING BUILDER/PURCHASER has today paid to THE INTENDING OWNERS/VENDORS an amount of **Rs. 10,000/- (Rupees ten thousand only)** (the receipt of which amount THE INTENDING OWNERS/ VENDORS do hereby admit and acknowledge having received from the INTENDING BUILDER/PURCHASER) as token money cum part payment of the consideration agreed to be paid to THE INTENDING OWNERS/VENDORS by the INTENDING BUILDER/PURCHASER, and the balance amount of **Rs. 74,90,000/- (Rupees seventy four lakhs ninety thousand only)** the INTENDING BUILDER/PURCHASER shall pay to THE INTENDING OWNERS/ VENDORS within the above specified time limit of 18 months from the date of the commencement of the construction of the proposed Building. Further it is specifically agreed that if any additional amount subsequently paid (after the execution of this M.O.U.) by INTENDING BUILDER/PURCHASER to the INTENDING OWNERS/VENDORS, the same shall be adjusted towards the said total amount of consideration agreed to be paid to INTENDING OWNERS/VENDORS.

Ramkumar

Ramkumar

Devi

(5) The INTENDING BUILDER/PURCHASER shall got prepared the plans and other papers in respect of the proposed building project in the name of THE INTENDING OWNERS/VENDORS at his own cost and the INTENDING OWNERS / VENDORS shall sign all such plans and other papers, as required, from time to time.

(6) The INTENDING BUILDER/PURCHASER shall got approved the proposed construction plan from the Competent Public Authorities so also procure all the requisite N.O.Cs./Permission from the concerned statutory Authorities such as, Primary Health Centre, P.W.D., Town & Country Planning Department, Electricity Department and construction licence from the Village Panchayat Dharbandora, at his own cost, in the names of THE INTENDING OWNERS/VENDORS and the INTENDING OWNERS / VENDORS shall sign all such plans, affidavits, declarations, applications and other papers, as required, from time to time.

(7) On receipt of the said N.O.Cs. / Permission and construction licence for the construction of the proposed Building Project in the names of THE INTENDING OWNERS/VENDORS, THEY, THE INTENDING OWNERS/VENDORS shall execute proper Power of Attorney in favour of the INTENDING BUILDER/PURCHASER for the development of THE SAID PLOT by constructing the proposed building thereon and further sale of the total built-up areas of the said building to the prospective Buyer/s of the choice of the INTENDING BUILDER/PURCHASER. The term "Built-up areas of the Building" will imply the total Flats Premises, Parkings etc. and varandas, balconies and all other parts of the said Building.

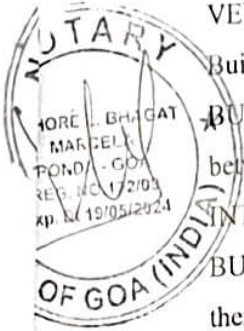
(8) The INTENDING BUILDER/PURCHASER, on receipt of the above NOCs. & Construction Licence from the competent Statutory Authorities, shall commence the construction of the proposed Building, within a period of one month.

Baruch

Revintar

Stefan

(9) It is specifically agreed by the INTENDING BUILDER/PURCHASER that on receipt of the said NOCs/Permission and Construction Licence for the proposed Building Project, HE fails or refuses to perform his part of the contract as set out in this M.O.U. i.e. fails or refuses to develop THE SAID PLOT by constructing the proposed Building Project thereon for any reason whatsoever, the INTENDING BUILDER/PURCHASER shall not be entitled for the reimbursement of the total expenditure incurred by HIM to prepare the said Building Project and to obtain the said N.O.Cs./Permission of the Competent concerned statutory Public Authorities and Construction Licence from V. P. Dharbandora and THE INTENDING OWNERS/VENDORS shall be entitled to develop the said Plot by constructing Building thereon by themselves or through any other BUILDERS/DEVELOPERS, only after resolving the matter between THE INTENDING OWNERS/VENDORS and INTENDING BUILDER/DEVELOPER and the INTENDING BUILDER/DEVELOPER shall not be entitled to raise any objection thereof.



(10) The said Built-up areas of the proposed Building shall belong to THE INTENDING BUILDER/DEVELOPER or to the person/s for whom THE INTENDING BUILDER/DEVELOPER may construct the same as per choice of THE INTENDING BUILDER/DEVELOPER and THE INTENDING OWNERS/VENDORS shall not claim any right, title or interest of whatsoever nature in the said BUILT-UP AREAS of the said Building.

(11) THE INTENDING BUILDER/DEVELOPER is also permitted and authorized by THE INTENDING OWNERS/VENDORS to enter into firm commitments and agreements with his customer/s for the construction/sale of the said Built-up areas of the said proposed building, but it is expressly agreed that any breach of such agreement/s of THE INTENDING BUILDER/DEVELOPER with his customer/s will not render THE

Tripathi *Pravin* *Pravin*

INTENDING OWNERS/VENDORS liable to any damages or compensation or any other consequences thereof and it shall be the total responsibility and liability of THE INTENDING BUILDER/DEVELOPER to deal with his customer/s.

(12) It is agreed that THE INTENDING BUILDER/DEVELOPER shall be entitled to agree to sell, or sell, transfer to any of his customer/s or buyer/s, any built-up area/s of the said proposed building and THE INTENDING OWNERS/VENDORS shall not have any right, charge, lien or claim over the said Built-up areas of the said Building. THE INTENDING BUILDER/DEVELOPER shall further be entitled to enter into any agreement/s to sell the said Built-up areas of the said Building, and receive any advances at any time hereafter and appropriate the same in the manner THE INTENDING BUILDER/DEVELOPER desires at his sweet will and THE INTENDING OWNERS/VENDORS shall have no claim whatsoever in respect thereof and THE INTENDING OWNERS/VENDORS shall join as confirming parties to such agreement/s entered into by THE INTENDING BUILDER/DEVELOPER with the proposed purchaser/s of the said Built-up areas in the said Building, however THE INTENDING OWNERS/VENDEORS shall not be liable for any obligations arising from such agreement/s.

(13) In the event the INTENDING BUILDER/DEVELOPER fails and/or neglects to obtain the said N.O.Cs./Permission of the Competent concerned statutory Public Authorities and Construction Licence from V. P. Dharbandora, within a period of one year from the date of execution of this M.O.U., this M.O.U. shall stand automatically cancelled and the above amount of Rs. 10,000/- and/or any additional amount paid to THE INTENDING OWNERS/VENDORS shall stand forfeited to THE INTENDING OWNERS/VENDORS and THE INTENDING BUILDER/DEVELOPER shall not be entitled to claim for the refund of the said amount.

Prakash

Ramesh

S. B. Kumar

(14) Both the parties shall be entitled for the specific performance of this M.O.U. against each other.

SCHEDULE (I) HEREINABOVE REFERRED TO

(Description of PARCEL-A)

ALL THAT AREA OF LAND identified as PARCEL-A comprising of Survey Nos. 51/3 and 51/4 (part) and 47/1 (part), situated at Pilliem, within the limits of Village Dharbandora, Taluka of Sanguem, District of South Goa, State of Goa, totally admeasuring 1,29,220 sq. mtrs. forming a separate and distinct property which is bounded as under:-



* On the North:	By Survey No. 51;
On the South:	By Parcel B of the same property by property of Segunabai, widow of Balchandra Gopal Sinai Candeparcar and partly by rivulet;
On the East:	By Survey No. 52 and;
On the West:	By parcel B of the same property;

SCHEDULE (II) HEREINABOVE REFERRED TO

(Description of the said Plot No. 63)

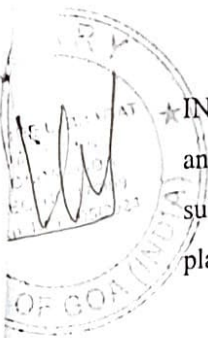
ALL THAT fully developed plot of land identified as plot No. 63 admeasuring an area of 486.00 sq. mtrs. forming the part of property described in SCHEDULE hereinabove, surveyed under Survey No. 47/1(part) situated at Pilliem, within the limits of Village Dharbandora, Taluka of Dharbandora, District of South Goa, State of Goa, more particularly

For and on behalf of *RRR*

Signature

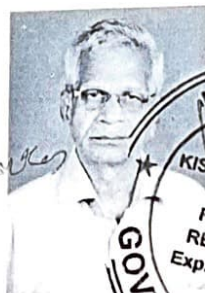
delineated and marked in red colour boundary lines in the plan annexed to this deed and bounded as under:

On the East :	By plot no. 67 and 8.00 mtrs. road.
On the West :	By open space;
On the North :	By Plot No. 64;
On the South :	By Plot No. 62;



★ IN WITNESS WHEREOF the INTENDING OWNERS/VENDORS and the INTENDING BUILDER/PURCHASER hereto have subscribed their respective hands on the day, month and the year and place first hereinabove mentioned.

SIGNED AND DELIVERED BY
WITHIN NAMED THE INTENDING OWNERS/VENDORS
(1) **SHRI RAVINDRA ARJUN SHET VERENKER:**



(Photograph & Signature)

Ravindra

RR Venker

Deven

(2) MRS. RASHMILA RAVINDRA SHET VERENKER:

Rashmika

RR



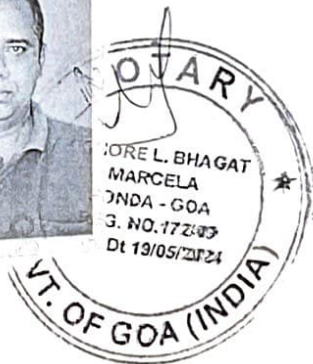
(Photograph & Signature)

SIGNED AND DELIVERED BY
WITHIN NAMED INTENDING BUILDER/PURCHASER
(1) SHRI PANDHARI SHANTARAM FADTE:



Fadte

Shri Pandhari Shantaram Fadte



(Photograph & Signature)

Fadte

Rashmika

Rashmika

IN PRESENCE OF WITNESSES:

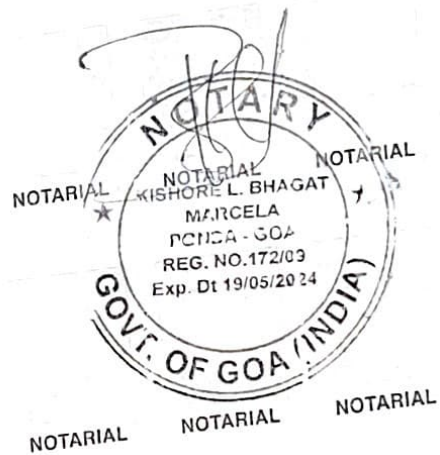
1. Sanjiv Phadke *sdab*



2. Mrs. Sukhada S. Phadke *Phadke*

EXECUTED / SIGNED BEFORE ME
WHICH I ATTEST. NO RESPONSIBILITY
ACCEPTED FOR CONTENTS.
SERIAL NO. 2499 DATE: 29/07/2022

Phadke
KISHORE L. BHAGAT
NOTARY AT MARCELA PONDA
GOA - INDIA



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