

गोवा GOA

632647

Date.....10/07/21.....Sr. No..238.....Value Rs.1000/-  
 Name of Purchaser.....MAKUL AHMED S KALSHR  
 Resident of.....Panaji  
 Place of Vendor Panaji  
 Licence No. AC/STP/VEN/01/2020/32

M  
Sign of Vendor

*[Handwritten Signature]*  
Sign of Purchaser



**MEMORANDUM OF UNDERSTANDING**  
**FOR DEVELOPMENT CUM SALE**

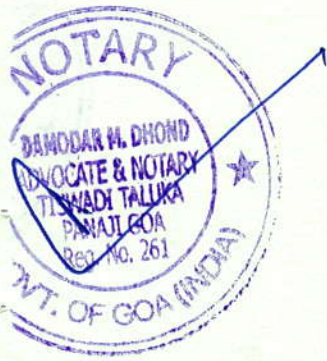
**THIS MEMORANDUM OF UNDERSTANDING**  
**FOR DEVELOPMENT CUM SALE** is made at  
 Panaji, Tiswadi, on this 12<sup>th</sup> day of July, 2021 ;

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## B E T W E E N

**1. Mr. SUSHIL KUMAR TAINWALA**, son of Mr. Brijlal Tainwala, 60 years of age, married, Indian National, having PAN Card No. [REDACTED], Aadhaar No. [REDACTED], Mobile No. [REDACTED] and residing at House No. F1, Pachu Building, Fatorda, Salcette, Goa – 403602 and his wife ;

**2. Mrs. ANITA TAINWALA**, daughter of Mr. Raj pal Goyal, 56 years of age, Indian National, having PAN Card No. [REDACTED], Aadhaar No. [REDACTED], Mobile No. [REDACTED], both residing at House No. F1, Pachu Building, Fatorda, Salcette, Goa – 403602 and hereinafter be jointly referred to as the **“OWNERS/VENDORS”**(which expression shall unless repugnant to the context or meaning thereof shall mean and include their respective heirs, legal representatives, executors, administrators and assigns) **OF THE FIRST PART** ;

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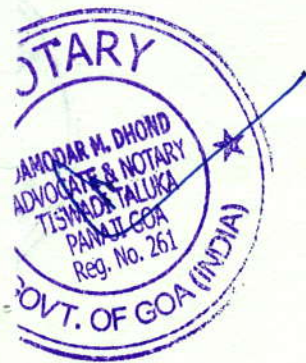
**3. Shri. MAKBUL AHMED S. KALSUR**, son of late Shamshuddin Kalsur, 38 years of age, Businessman,

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*Anita-tainwala.*

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married, Indian National and residing at House No. 132/1(Old), C/207 (New), Chinchwada, Chimbel, Tiswadi Goa, Having PAN Card No. [REDACTED], Aadhaar No. [REDACTED], Mobile No. [REDACTED], E-mail: [mskbuildingsystems@gmail.com](mailto:mskbuildingsystems@gmail.com) and hereinafter referred to as the **'DEVELOPER'** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, executors, administrators and assigns) **OF THE SECOND PART.**

**WHEREAS** there exists an immovable property consisting of two properties known as **"PALMAR MOTE"** described in the Land Registration Office Under No. 15160 and property **"PALMAR NAICALEM"** described under No. 15161 at Folios Nos. 34 and 34 V of Book B-49 and is commonly known as **"MONTE DONGOR"** not enrolled in the Taluka or Revenue Office for Matriz Predial, which properties are surveyed under Survey No. 87/2 admeasuring 5625 sq. mts. and survey No. 89/0 admeasuring 15050 sq. mts. of Village Ella, Old Goa, Tiswadi Taluka, Goa and the same shall be hereinafter be referred to as the **"SAID PROPERTY"**.

**AND WHEREAS** half of the Said Property bearing description No. 15160 and 15161 is inscribed in the

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name of Shri. Vinaeca Crisna Sinai Wagle, under inscription No. 13665 whereas other half is found inscribed in the name of Shri. Auduta Sripada Sinai Waglo and Remexa Sripada Sinai Waglo under inscription No. 20746 in folio 102 (v) of Book No. G-33 as on 14/12/1949.

**AND WHEREAS** the said Shri. Vinaeca Crisna Sinai Waglo was married to Smt. Laximibai Waglo, wherein, said Smt. Laximibai Waglo expired leaving behind her husband Shri. Vinaeca Sinai Waglo and their following children namely (1) Shri. Govinda Vinaeca Sinai Waglo married to Smt. Laximibai Govind Waglo (2) Smt. Tulsibai Vinaeca Sinai Wanglo alias Annapurnabai Krishna Waglo married to Shri. Krishna Naraina (3) Shri. Shambu alias Xembu Vinaeca Sinai Waglo married to Smt. Shantabai Shambu Waglo and (4) Shri. Shanker Vinaeca Sinai Waglo married to Smt. Girijabai Shanker Waglo;

**AND WHEREAS** upon the death of said Smt. Laximibai Waglo, inventory proceedings were instituted in the Court of Civil Judge, Panaji and by order dated 27/9/1956, passed in the said Inventory Proceedings, the above said persons were declared as the legal heirs of the said deceased Smt. Laximibai Waglo.

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**AND WHEREAS** the said Smt. Tulsibai Vinaeca Sinai Wanglo and her husband Shri. Krishna Naraina relinquished their rights to the inheritance of the said Shri. Vinaeca Crisna Sinai Waglo and his wife Smt. Laximibai Waglo vide Deed of Relinquishment dated 13/10/1982;

**AND WHEREAS** consequent of relinquishment, the remaining heirs namely Shri. Govind Vinaeca Sinai Waglo; Shri. Shambu alias Xembu Vinaeca Sinai Waglo and Shri. Shanker Vinaeca Sinai Waglo became the only legal heirs to the estate left by Shri. Vinaeca Crisna Sinai Waglo and his wife Smt. Laximibai Waglo;

**AND WHEREAS** said Shri. Govind Vinaeca Waglo expired on 22/2/1966 leaving behind his wife Smt. Laximibai Govind Waglo and their children namely Shri. Umakant Govind Waglo married to Smt. Vijaya Umakant Waglo; Smt. Vasanti Govind Waglo alias Vasanti Balkrishna Angle married to Shri. Balkrishna Shiva Angle;

**AND WHEREAS** vide Deed of Succession dated 8/6/1966, the above said person were declared as the legal heirs and successors of said Shri. Govind Vinaeca Waglo. However, Smt. Vasanti Govind Waglo alias Vasanti Balkrishna Angle and her husband Shri. Balkrishna Angle relinquished their right to the

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inheritance of their father/father in law Shri. Govind Vinaeca Waglo in favour of other legal heirs;

**AND WHEREAS** the said Smt. Laximibai Govind Waglo expired on 8/6/1986, leaving behind her only son Shri. Umakant Govind Waglo, as the sole and exclusive Owners/Vendors of the property left behind by said Shri. Govind Vinaeca Waglo and Smt. Laximibai Waglo;

**AND WHEREAS** the said Shri. Umakant Govind Waglo expired on 18/10/1996, at Bombay leaving behind his wife Smt. Vijayabai Umakant Waglo and their three children (1) Smt. Naina Wagle married to Shri. Anupkumar Xantaram Porobo Darvotcar, (2) Smt. Seema Uncanta Wagle married to Shri. Paresh Vishwas Mahatme (3) Shri. Shanta Umakant Wagle married to Shri. Rajesh Laximicanta Bhandari;

**AND WHEREAS** the said Shri. Shambu Vinaeca Waglo expired intestate at Bombay on 12/10/1979 leaving behind his widow Smt. Shantabai Shambu Waglo and their following children namely (1) Shri. Krishna Shambu Waglo married to Shri. Sudha Waglo (2) Shri. Gangabai Shambu Waglo married to Smt. Gangabai Balkrishna Pai married to Shri. Malkrishna Pai (3) Smt. Neelam Shambu Waglo married to Shri.

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Uttam Narcinva Bene and (4) Kum. Rajami Shambu Waglo, spinster.

**AND WHEREAS** all three daughters of said Shri. Shambu Waglo namely Smt. Gangabai Waglo, Smt. Neelam Waglo along with their spouses and Kum. Rajani Waglo, spinster relinquished all their right to inheritance in the Said Property in favour of other co-heir namely Shri. Krishna Shambu Waglo vide Deed of Relinquishment dated 13/10/1982.

**AND WHEREAS** the said Shri. Shanker Waglo expired at Verna on 3/5/1969, leaving behind his wife Smt. Girijabai Waglo and their children namely (1) Smt. Kirshoribala Waglo married to Shri. Gopal Usgaonkar (2) Smt. Roshan Sinai Waglo married to Shri. Pandurang Krishna Bhobe (3) Smt. Kashibai Sinai Waglo married to Shri. Shanker Narcinva Kamat and (4) Smt. Mahudra S. Waglo married to Shri. Sadguru Ramchandra Rege;

**AND WHEREAS** all the above-mentioned daughters of Shanker Waglo relinquished their right by Deed of Relinquishment dated 13/10/1982 and in view of relinquishment of rights as aforesaid the following persons namely (1) Smt. Vijayabai alias Vidhya Umakant Wagle (2) Mrs. Naina A. Dhavotkar alias Dharwadkar (3) Shri. Anupkumar S. P. Dharvotkar

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alias Dharwadkar (4) Smt. Shibani alias Seema P. Mahatme (5) Shri. Paresh Vishwas Mahatme (6) Smt. Shanta R. Bhandare (7) Shri. Rajesh Laxmikant Bhandare (8) Shri. Krishna Shambu Wagle (9) Smt. Sudha Krishna Wagle, (10) Shri. Tulshidas alias Narendra Shanker Wagle, (11) Smt. Chhaya Tulshidas Wagle became entitled to part of the Said Property surveyed under survey No. 87/2 and 89/0 of Village Ella, Old Goa.

**AND WHEREAS** Shri. Auduta Sripad Sainai Vaglo alias Awadhut Sripad Wagle (2) Smt. Sitabai Auduta Vaglo alias Gulab Awadhut Sripad Wagle (3) Shri. Ramesh Sripad Wagle (4) Smt. Pushpa Ramesh Wagle became entitled to another half share of the Said Property surveyed under survey No. 87/2 and 89/0 of Village Ella, Old Goa.

**AND WHEREAS** vide Deed of Sale dated 4<sup>th</sup> October 2011, duly registered in the Office of Sub Register, Ilhas, Panaji under No. PNJ-BK102668-2011, CD Number PNJD10 dated 5/10/2011, the aforesaid original Owners/Vendors s sold the Said Property surveyed under survey No. 87/2 admeasuring 5625 sq. mts. of Village Ella, Old Goa, Tiswadi Taluka to Shri. Allaparthi Durga Prasad and his wife Smt. Allaparthi Nagamanga, resident of Vaishnavi Neelayam, Nagali Hills, Dona Paula, Goa.

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*Alla Durgaprasad*

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**AND WHEREAS**, vide another Deed of Sale dated 5/10/2011, duly registered in the Office of Sub-Registrar, Ilhas, under No. PNJ-BK1-02672-2011, CD Number PNJD11 dated 5/10/2011, the aforesaid original Owners/Vendors sold the remaining Said Property surveyed under Survey No. 89/0 admeasuring 15050 sq. mts. Shri. Allaparthi Durga Prasad and his wife Smt. Allaparthi Nagamanga, resident of Vaishnavi Neelayam, Nagali Hills, Dona Paula, Goa.

**AND WHEREAS**, thus the Shri. Allaparthi Durga Prasad and his wife Smt. Allaparthi Nagamanga therefore became the exclusive and absolute Owners/Vendors of the Said Property surveyed under Survey No. 87/2 and 89/0 of village Ella, Tiswadi Taluka, Goa.

**AND WHEREAS** the Shri. Allaparthi Durga Prasad and his wife Smt. Allaparthi Nagamanga thereafter sub divided the part of the Said Property surveyed under survey No. 86/2 admeasuring an area of 5625 sq. mts. Situated at Village Ella, Tiswadi Taluka into five plots namely Plot "A", "B", "C", "D" and "E".

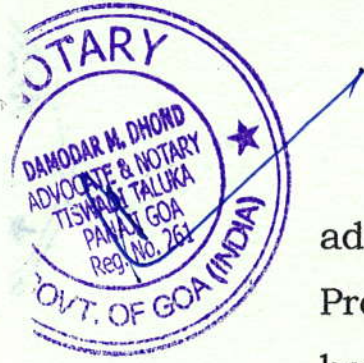
**AND WHEREAS** the Smt. Prerana Arun Shetti and Shri. Arun Ganapati Shetti being interested to purchase one of the Plot having Plot No. E

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*Prerana Arun Shetti*

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admeasuring 700 sq. mts. forming part of the Said Property more particularly described in the Schedule -I herein below purchased the Said Plot from Mr. Allaparthi Durga Parsad and his wife Mrs. Allaparthi Nagamanga by a Deed of Sale dated 27/August/2014 which is duly registered under No. PNJ-BK1-01894-2014 CD Number PNJD-32 dated 28-08-2014 of Book I and therefore the Smt. Prerana Arun Shetti and Shri. Arun Ganapati Shetti became the Owners/Vendors of the Said Plot which is distinctly surveyed under **Survey No. 87 Sub Division No. 2-B of Village Ella**, within the limits of the Village Panchayat Old Goa, Sub District of Ilhas, North Goa District, State of Goa and the same is more particularly delineated in red colour in the plan annexed which is more particularly described in the Schedule-I hereunder written and same shall hereinafter be referred to as the **"SAID PLOT"**.

**AND WHEREAS** the Said Plot is forming a part and parcel of a bigger Property Survey No. 87/2 of Village Ella, admeasuring 5625 sq. mts., which property known as "PALMAR MOTE" as a whole is described in the Land Registration Office of Ilhas Under No. 15160 and property "PALMAR NAICALEM" described under No. 15161 at Folios 34 and 34 V of Book B-49 and commonly known as "Monte Dongor" situated within the limits of the Village Panchayat of Ella, Old Goa, Sub District of Ilhas, North Goa District, State of Goa.

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*Anita Jainwal*

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**AND WHEREAS** the name of Smt. Prerana Arun Shetti and Shri. Arun Ganapati Shetti stands recorded in the Occupants column of Form I & XIV of the Said Property and that the Owners/Vendors have applied to change in record of Occupants column in their name.

**AND WHEREAS** the Owners/Vendors herein purchased the Said Plot having Plot No. E admeasuring 700 sq. mts. more particularly described in the Schedule -II hereunder written from Smt. Prerana Arun Shetti and Shri. Arun Ganapati Shetti by a Deed of Sale dated 25/6/2021, which is duly registered under No. PNJ-1-1437-2021 Book 1 Document dated 1-July-2021 and therefore the Owners/Vendors herein have become the exclusive lawful owners in possession of the Said Plot.

**AND WHEREAS** the Owners/Vendors herein are now desirous of entrusting their entire right, title and interest in the Said Plot to the Developer to construct a multi-storied Building Complex in the consideration to be paid and performed by the Developer and that the Developer has accordingly agreed to develop the Said Plot on the terms and conditions hereinafter appearing.

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**NOW THEREFORE THIS MEMORANDUM**  
**OF UNDERSTANDING FOR DEVELOPMENT**  
**CUM SALE WITNESSES AS UNDER :**

1. The Owners/Vendors have agreed to sell to the Developer and the Developer has agreed to purchase from the Owners/Vendors, all that immovable property identified as Plot "E" admeasuring an area of 700 sq. mts. of the immovable property known as **"PALMAR MOTE"** which is surveyed under **Survey No. 87 Sub Division 2B of Village Ella**, within the limits of Village Panchayat of Old Goa, Sub District of Ilhas, Taluka of Tiswadi, District of North Goa and State of Goa and the same is more particularly delineated in red colour in the plan annexed which is more particularly described in the Schedule-II hereunder written.
  
2. In pursuance of this oral Memorandum of Understanding and in consideration amount for the Said Property the Owners/Vendors have agreed to sell the Said Plot to the Developer for a total consideration of ₹ 1,40,00,000/- (Rupees one crore forty lakhs only) being the total consideration of the Said Plot and the same be paid by the Developer to the Owners/Vendors in the following manner :-

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- (i) A sum of ₹ 5,00,000/- (Rupees five lakhs only) have been paid by the Developer to the Owners/Vendors on the date of execution of this Memorandum of Understanding (the receipt of which the Owners/Vendors do hereby admit and acknowledge) ;
- (ii) A sum of ₹ 25,00,000/- (Rupees twenty five lakhs only) on completion of the 1<sup>st</sup> Slab of the Said Building Complex to be constructed or on or before expiry of 120 days from the date of execution of this Memorandum of Understanding, whichever is earlier ;
- (iii) A sum of ₹ 30,00,000/- (Rupees thirty lakhs only) on completion of the 3<sup>rd</sup> Slab of the Said Building Complex to be constructed or on or before expiry of 210 days from the date of execution of this Memorandum of Understanding, whichever is earlier;
- (iv) A sum of ₹ 30,00,000/- (Rupees thirty lakhs only) on completion of the entire Civil Structure of the Said Building Complex to be constructed or on or before expiry of 300 days from the date of execution of this Memorandum of Understanding, whichever is earlier;

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*Anita Jainwale*

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- (v) A sum of ₹ 30,00,000/- (Rupees thirty lakhs only) on completion of the Tiling, Fitting of Doors and Windows and other Miscellaneous Masonry Works of the Said entire Building Complex to be constructed or on or before expiry of 390 days from the date of execution of this Memorandum of Understanding, whichever is earlier;
- (vi) A sum of ₹ 20,00,000/- (Rupees twenty lakhs only) on completion of the Entire Building Project and issuance of Occupancy Certificate from the concerned Government Authority or on or before expiry of 480 days from the date of execution of this Memorandum of Understanding, whichever is earlier;
3. It is agreed between the Owners/Vendors and Developer in stage wise payment as set out herein above and upon the payment of the entire consideration amount, the Owners/Vendors herein undertake to execute a Deed of conveyance/Sale in favour of the Owners/Vendors thereby fully and effectually conveying the Said Plot and their entire right, title and interest in respect to the Said Plot more particularly described in the Schedule -I herein written within 30 days from the receipt of the same. (whichever is earlier).

*[Signature]*

*Anwar H. Dhond*

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4. The Owners/Vendors hereby have handed over peaceful, vacant, peaceful possession of the Said Plot to the Developer in order to carry out the commencement and completion of the project as contemplated in this Memorandum of Understanding or on or before execution of the Deed of Sale of the Said Plot in favour of the Developer, whichever is earlier. The Developer has been provided by the Owners/Vendors with certified copies of the documents pertaining the Said Plot and the Developer has accepted to develop the Said Plot taking into consideration the normal risk involved.
5. The balance consideration amount shall be paid by the Developer to the Owners/Vendors in stage wise payment which is more particularly described in the para 2 herein above.
6. It is agreed between the parties that the Owners/Vendors shall have exclusive rights and the possession of the Said Plot entrusted in them until the entire consideration as agreed by the develop is fully paid to the Owners/Vendors, and upon which they agree and declare to sign and execute a Deed of Conveyance in the favour of the Owners/Vendors fully and effectually conveying their entire rights, share and title in the Said Plot unto the Developer.

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*Amita. Jainwal*

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7. The Owners/Vendors declare and authorise the Developer to prepare and obtain development permission, approval of plans, construction license and all other required permissions, to enter upon the Said Plot.
8. For the above purpose and for the consideration payable under this Memorandum of Understanding. The Owners/Vendors have along with this Memorandum of Understanding executed an Irrevocable Power of Attorney in favour of the Developer with effect from the date of this Memorandum of Understanding and that he further authorise the Developer in his own name shall be entitled to enter into Memorandum of Understanding for construction and Sale or Memorandum of Understanding for Sale of other flats, offices, shops or other premises to be constructed in the Said Plot. The Developer shall alone deal with the prospective purchasers in respect to the proposed sale of flats/shops/other premises in the said Building Complex and will be at liberty to sell any/flats/shops or any other premises to any buyer at such price as they may think fit. The Developer shall therefore appropriate the consideration for them and such consideration shall be the income of the Developer alone. Pending completing of this scheme of building as proposed, the Developer shall be deemed to have

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authorised to enter into or sign any such Memorandum of Understanding with third parties independently with the prospective purchasers of the flats/shops or other premises.

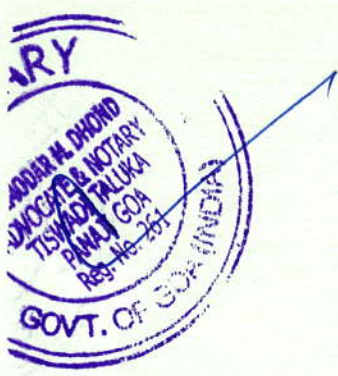
9. It is agreed that in case, the Developer complete the Said Building Complex Project in the Said Plot well in time, before paying the entire consideration amount to the Owners/Vendors as stipulated herein above, then Owners/Vendors shall execute in favour of the Developer or their nominees individual Sale Deeds conveying all the shops, flats, and other premises in the Said Plot along with proportionate rights to land in favour of such persons as designated by the Developer, which shall be through the Irrevocable Power of Attorney executed in favour of the Developer by the Owners/Vendors.
10. In case of delay in completion of construction of the Said Building Complex or making the entire consideration of the Said Plot due to unavoidable circumstances beyond the control of the Developer facing Force Majeure such as shortage of building materials, war, civil commotion, acts of God, notice or order from Court or other authorities or change in law or rules applicable or any unforeseen act or happening etc. the Developer shall be entitled to reasonable extensions of time as may be mutually

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*Amit Jainwale*

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agreed for a period of not more than 6 months as and when occasion demands. In case of shortage of building materials, notice or order from the Court or other authorities or changes in law or rules applicable or any unforeseen act, the same shall be intimated to the Owners/Vendors in writing by Registered Post within one month for such notice, Order, changes in law or unforeseen circumstances.

11. The Developer shall give test report and file necessary application with the electricity department and PWD for electricity and water supply. The Developer shall arrange to obtain electricity connection and water connection for the respective Premises to be constructed in the Said Plot of which Owners/Vendors Security deposit shall be borne by the respective purchaser/s.
12. The Owners/Vendors agree that in the event of any dispute between the Owners/Vendors and Developer in respect of the proposed development/scheme, the Owners/Vendors shall not seek to restrain or obstruct the construction, completion and delivery of flats in buildings/blocks wherein even a single unit has been sold/agreed to be sold by the Developer to third party/parties prior to the time of such a dispute.

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*Amita Jainwale*

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13. The Developer shall name the proposed scheme which shall not be changed at any time in future even after the transfer/assignment/conveyance of the proportionate share of the property, premises, buildings and plots to the Develop and/or its nominees or other entity except with the written permission of the Owners/Vendors and in case any Housing Society or other Association or legal entity is formed, the same shall be titled with the said name.
14. The Developer hereby declares to the Owners/Vendors that he or his nominees shall not obtain any finance or mortgage the Said Plot to any Bank, financial institution or other source for the purpose of the Said Building Project or the Said Plot or any part thereof except the prospective purchaser/s shall be allowed to mortgage or obtain loan at the time of purchase of their respective Premises and that such loan shall be exclusively pertaining to their Premises which they intent to purchase and that all such transactions shall be informed to the Owners/Vendors in all respects.
15. The Owners/Vendors agree and covenant with the Developer that the Developer is hereafter entitled to do all whatsoever is incidental, ancillary and/or necessary for the commencement and completion of the project.

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*Anita Jainale*

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concerned as per the prevailing law in force in the State of Goa.

19. The Developer shall submit plans and applications in his own name if so desired and the Owners/Vendors undertake to give all such NOC as and when necessary and/or called upon to do by the Developer or its authorized agent.
20. The area of the Said Plot as shown in the survey record is 700 sq. mts. and the consideration payable/due to the Owners/Vendors is equivalent to the market value of the share of the Owners/Vendors in the Said Property which is expressly agreed to by the Owners/Vendors after due consultation and enquiry and their utmost satisfaction.
21. It is agreed that the full and final consideration of ₹ 1,40,00,000/- (Rupees one crore forty lakhs only) due and payable to the Owners/Vendors shall be paid stage wise by the Developer as set out herein above and more particularly described in paragraph 2 herein above which shall constitute a good and valid discharge to the Developer of all its liabilities under this Memorandum of Understanding for every purpose of law and equity. On the delivery of the aforesaid consideration to the Owners/Vendors, the Developer shall no longer be liable towards the

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*Anita Jainwale*

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Owners/Vendors in any manner whatsoever and the Owners/Vendors undertake and covenant not to interfere after the completion of the project.

22. The Owners/Vendors expressly empower the Developer to do all and whatsoever may be necessary for the uninterrupted progress of the project.
23. The commencement of the Said Building Complex shall necessarily take place within one (1) month from the date of obtaining the final NOC and shall thereafter continue unless prevented by circumstances the control of which is beyond the capacity of the Developer. The Developer shall endeavour to obtain the final NOC as far as possible within six (6) months from the date of execution of these present and the Power of Attorney subject however to the circumstance beyond its control namely the normal time consumed in Government Offices of those aforementioned.
24. The Developer shall obtain all NOC's licenses, permission, etc. from the P. D. A., Town and Country Planning, P.W.D., Electricity Department, Telephone Department/ etc. and/or other Government, Semi-Government, or autonomous bodies in its own name at its own cost and if deemed advisable by the Developer, the Owners/Vendors bind themselves to

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give their consent if and when required at all time when called upon and if the circumstance so necessitate.

25. The Developer shall at or before commencement of the project or at any time thereafter if necessary be entitled to raise fund from financial institutions, banks, nationalized or otherwise by obtaining Project loan, without mortgaging the Owners/Vendors Said Plot which is described herein below in Schedule-I and the Owners/Vendors undertake to give their consent to complete all such formalities of mortgage if the institution/s or bank so require. The Developer hereby undertakes to lift/vacate any lien over the consideration as mentioned in the para 2 and release the same before handing/delivering it to the Owners/Vendors. However, the Owners/Vendors will not be liable to any such dues to any individual or body even in the event the project does not materialize.

26. The Developer shall be entitled to enter into Memorandum of Understanding for sale of the units namely flats, shops, offices, residences, etc., in the said project with prospective purchasers by receiving money and further giving receipts for the same with or without the concurrence of the Owners/Vendors which shall constitute good and valid discharge for

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*Anila-tanwale*

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every purpose of law and equity. This Memorandum of Understandings shall be executed by the Developer at its sole discretion and risk if any and the Owners/Vendors shall in no way be liable to any extent whatsoever for any money or moneys received by the Developers.

27. This Memorandum of Understanding and its constituent terms shall be absolutely binding on all the parties hereto with immediate effect and both parties are entitled to specifically enforce the performance of this Memorandum of Understanding and its constituent terms.

28. The total consideration amount of the Said Plot due and payable to the Owners/Vendors shall be standard in every respect and in absolute consonance with those mentioned in paragraph 2 herein above which the Owners/Vendors have pursued and accepted with no modification, alternations and/or additions of any nature whatsoever. In case of delay in payment of the said consideration amount as mentioned in Paragraph 2 mentioned herein above, then the Developer shall be liable to pay the Owners/Vendors the said consideration amount with interest at the rate of 12 (twelve) percent per annum till the final payment is made to the Owners/Vendors and that the Developer

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*Anita Jainwale*

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is still unable to pay the amount as mentioned in the preceding paragraph, the Owners/Vendors shall be liable to recover their entire amount payable from the date of default at their discretion and/or shall recover the said defaulted amount from any other immovable properties which are in the name of the Developer, which shall not have any lien or charge on the same and that the Developer shall undertake and indemnify the Owners/Vendors to take over his other immovable property in lieu of any default.

29. The Developer shall be entitled to suspend any or all works construction of the Project if any of the terms of this Memorandum of Understanding are violated; if the Owners/Vendors have wilfully made any misrepresentations and in such circumstances, the Developer may rescind this Memorandum of Understanding though not bound to and recover all the expenses, costs, investments, etc. from the Owners/Vendors without prejudice to all other remedies available to it in law as well equity.

30. It is declared and agreed that these presents shall not be treated as a conveyance or demise or transfer of any right or title or interest in the said property of the Owners/Vendors to the Developer excepting the rights to develop, enter into Memorandum of Understanding s for sale, construct multi-storied

*S-20000*  
*Amita Jainwale*

A handwritten signature in blue ink, appearing to be "Amita Jainwale".





building and these presents shall empower the Developer to do all acts, things and deeds expressly provided herein and shall be constrained in the Power of Attorney executed which shall be executed before the Sub Registrar.

31. It agreed between the Owners/Vendors and the Developer that all legal expenses including the registration charges, payment of Stamp Duty, GST, legal charges, Infrastructure Tax, or any other taxed levied in respect of the Said Building Project or the Said Plot shall be exclusively borne by the Developer at his cost and that the Owners/Vendors shall in no way be responsible to pay the same in any manner whatsoever.
32. It is further agreed between the Owners/Vendors and the Developer that the Said Building Project shall be registered by the Developer before the Real Estate Regulation Authority as per law and that Owners/Vendors shall in no way be held liable or responsible for any loss caused to any person/s by Developer and that the Developer shall be responsible for such act/s and that the Developer further undertakes to keep the Owners/Vendors indemnified in respect of the same.
33. It is specifically agreed between the parties that the Courts only in the State of Goa shall have

*S. S. S.*

*Anita Jainwale*

*[Signature]*





jurisdiction to try any matter regarding this Memorandum of Understanding or the Said Plot.

**SCHEDULE-I ABOVE REFERRED TO**  
**(Description of 'SAID PLOT')**

**ALL THAT** immovable Property identified as **Plot "E"** admeasuring **700 sq. mts.** which is forming a part of bigger property known as "**PALMAR MOTE**" also known as "**PALMAR NAICALEM**" and the property "**PALMAR MOTE**" is described in in the Land Registration Office of Ilhas Under No. 15160 and property "**PALMAR NAICALEM**" is described under No. 15161 at Folios 34 & 34 v of Book B-49, commonly known as "**MONTE DONGOR**" and that the Said Plot is distinctly surveyed under **Survey No. 87 Sub Division No. 2-B of Village Ella**, within the limits of the Village Panchayat Old Goa, Sub District of Ilhas, North Goa District, State of Goa, and the same is delineated in red colour in the Plan annexed hereto and is bounded as under:

Towards the East: By part of Property survey under  
Survey No. 87/2 (Plot No. B);

Towards the West: By a Public Road ;

Towards the North : By 6 metres Road ;

Towards the South : By Part of property surveyed under  
Survey No. 87/2 (Plot No. D) ;

*S2000*

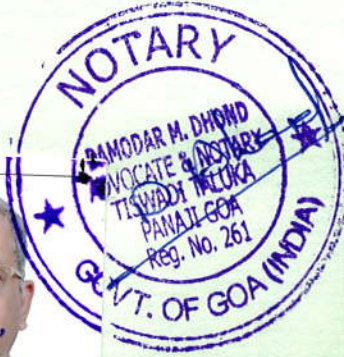
*Amla-tawale*







**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month, year and the place first hereinabove written.

**SIGNED AND DELIVERED**  
**BY THE WITHIN NAMED**  
**OWNERS/VENDORS**





1.    
**SUSHIL KUMAR TAINWALA** **PHOTOGRAPH.**



**L.H.F.P. OF SUSHIL KUMAR TAINWALA.**



**R.H.F.P. OF SUSHIL KUMAR TAINWALA.**





2. *Anita Tainwala*

**ANITA TAINWALA**

**PHOTOGRAPH.**



**L.H.F.P. OF ANITA TAINWALA.**



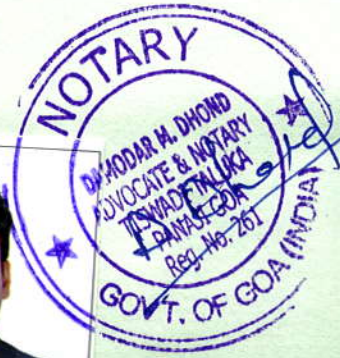
**R.H.F.P. OF ANITA TAINWALA.**

*S. 2000 Anita Tainwala*





**SIGNED AND DELIVERED  
BY THE WITHIN NAMED  
DEVELOPER**



*[Handwritten signature]*

*[Handwritten signature]*

3. **MAKBUL AHMED S. KALSUR PHOTOGRAPH.**



**L. H. F. P. OF MAKBUL AHMED S. KALSUR.**



**R. H. F. P. OF MAKBUL AHMED S. KALSUR.**


*S2222*  
*Atila-taiwala*

*[Handwritten signature]*






**IN THE PRESENCE OF:**

1.   
 (ADV. SWARNIL NASOLKAR)

2.   
 (SHAIKH MAKBUL ALI)

 Amla-teiwalo







# PLAN



## GOVERNMENT OF GOA Directorate of Settlement and Land Records PANAJI - GOA

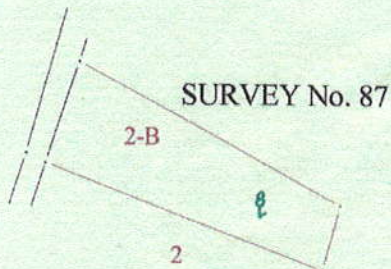


Plan Showing plots situated at  
Village : ELLA  
Taluka : TISWADI  
Survey No./Subdivision No. : 87/ 2-B  
Scale : 1 : 1000

Inward No: 1864

*Smita J. Gaonkar*  
15/03/21

SMITA J. GAONKAR  
Inspector Of Survey & Land Records  
Panaji-Goa



*MS*  
Generated By : Manisha P. Saperker (F.S.)  
On : 12-03-2021

*D. M. Tantskar*  
17/03/2021  
Compared By: Dilip M. Tantskar (D'Man Gr.I)

*Seena*

*Anita-Taimale*

*[Signature]*

P.T.O.





hereby attest the signature of

- ① SUSHIL KUMAR TAINWALA
- ② ANITA TAINWALA AND ③ MAKBUL KALSUR

Who appeared and signed before me  
and in presence of identifying  
witnesses ADV. SWAYNIL NARNOLKA  
~~who are known to me~~

  
**DAMODAR M. DHOND**  
Advocate & Notary  
Tiswadi Taluka  
Panaji Goa  
Reg. No. 261

REGISTERED UNDER SERIAL NO. 261/2021

DATED 12/7/2021

**DAMODAR M. DHOND**  
Advocate & Notary  
Tiswadi Taluka  
Panaji Goa  
Reg. No. 261