

558006

गोवा GOA

Sr. No. 12995 Place of vend MAPUSA, Date 28/09/2020

Value of stamp paper 1000

Name of purchaser V. Bhojraj

Residing at Papna Son / wife of V. Bhojraj

As there is no one single stamp paper for the value of Rs. .... Additional stamp papers for the completion of the value is attached alongwith.


Purpose .....

Transacting Parties

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

Signature of Purchaser

## MEMORANDUM OF UNDERSTANDING

 JB

THIS MEMORANDUM OF UNDERSTANDING is made on this 28<sup>th</sup> day of August of the year 2020 at Mapusa, Sub-District of Bardez Taluka, District of Goa.

BETWEEN

- I. 1. MISS. MARIA IRIA DE SANTA RITA LOBO, daughter of late Reginaldo Carmino Francisco De Santa Rita Lobo, 68 years of age, spinster, retired, Indian National, holder of Pan card no.
  
2. MRS. MARIA DOREEN JOANNA DE SANTA RITA LOBO ALIAS MARIA DOREEN SANTANA GODINHO DE SANTA RITA LOBO, daughter of Fernando De Santana Godinho, 63 years of age retired, Indian National, holder of Pan card no.
  
3. MISS. CHIVONNE DE SANTA RITA LOBO, daughter of Francisco Xavier De Santa Rita Lobo, 34 years of age, service, spinster, Indian National, holder of Pan card no.
  
4. MR. NEAL CARMO DE SANTA RITA LOBO, unmarried, 31 years old, business. son of late Francisco Xavier De Santa Rita Lobo, holder of Pan card no. I and all residing at Flat no. F-1, F-2 F-3, Building B, Palacio Santana Godinho, Gogol, Margao – Goa;

5. **MRS. ROXANNA LINDA MARIA DE SANTA RITA LOBO**, daughter of Francisco Xavier De Santa Rita Lobo, 30 years of age, service, married, Indian National, holder of Pan card no. \_\_\_\_\_ and her husband;

6. **MR. REUEL ANTONIO DE ATHAYDE**, son of Anthony P.F. Athayde, 30 years of age, service, married, Indian National, holder of Pan card no. \_\_\_\_\_ and both residents of A-3, Ashad Building, Madel, Margao, Salcette – Goa, 403 601 herein after called “**OWNERS/VENDORS**”, (which expression shall include their heirs, executors and assigns) **AS THE PARTY OF THE FIRST PART.**

**AND**

II. **BRAGANZA AND FULARI VENTURES PVT. LTD**, a Private Limited Company incorporated under the Companies Act, 1956 bearing Registration No. U70102GA2010PTC006544, and having its registered Office at 303 & 304, 3<sup>rd</sup> Floor, B & F Habitat, Ximer, Khorlim, Mapusa, Bardez, Goa, Holding a Pan Card No. \_\_\_\_\_ and represented by its Directors:-

(1) **MR. JOSE MARTINHO BRAGANZA**, son of Mr. Jose F. Braganza, 41 years of age, married, businessman and residing at Angod, Mapusa, Bardez-Goa, and

(2) MR. VINAYKUMAR VINAYAK FULARI, son of Vinayak Fulari, 44 years old, married, businessman and residing at Fernandes Vaddo, Siolim Bardez-Goa, hereafter referred to as the “PURCHASERS” (which expression shall unless it be repugnant to the context or meaning thereof mean and include it representatives and assigns) **AS THE PARTY OF THE SECOND PART**

**ALL THE PARTIES** are Indian Nationals.

**WHEREAS**, there exists an immoveable properties known as:

- i) Property known as “Pedeachea Ambeacho Sorvo” also known as “Olawnem”, along with a structure existing therein, situated at Ward Bela Vista of Village Tivim, which is within the limits of Village Panchayat of Tivim, Sub District of Bardez Taluka, District of North Goa, State of Goa, surveyed under no. 15/4, & 5 of Village Tivim Survey Records, admeasuring 875 sq.mts. and 50 sq..mts. respectively and totally admeasuring 925 sq.mts. Survey no. 15/5 is the structure existing in survey no. 15/4. The aforesaid property is described in the Land Registration Office of Bicholim, under No. 14783 of Book B33 (New) and partly enrolled in the Land Revenue Office under no. 1120 of the second circumscription, more particularly described in Schedule I (i) hereunder.( Individually referred to as Schedule-I.(i) property).




ii) Property known as "Cumeacho Sorvo" also known as "Volvonem" or "Olawnem", along with a residential house, situated at Ward Bela Vista of Village Tivim, which is within the limits of Village Panchayat of Tivim, Sub District of Bardez Taluka, District of North Goa, State of Goa, surveyed under no. 15/6 of Village Tivim Survey Records and admeasuring 1,150 sq.mts. The aforesaid property is partly described in the Land Registration Office of Bicholim, under No. 8464 which was later transcribed Land Registration Office of Bardez under description no. 25125 of Book B64 (New) and not enrolled in the Land Revenue Office, more particularly described in Schedule I(ii) hereunder. (Individually referred to as Schedule-I(ii) property).

The aforesaid properties surveyed under nos. 15/4, 15/5 & 15/6 shall herein after be referred to as "THE SAID PROPERTY";

**AND WHEREAS**, "Schedule I (i) Property" described under No 14783 of Book B-38(New) Bicholim was originally owned by Simao Mateus Fernandes and his wife Sebastiana Fernandes, who hailed from Village Tivim and subsequently by virtue of Deed of Succession, Assignment, Partition, Sale & Acquittance dated 26<sup>th</sup> September, 1939 in the Notary of Judicial Division of Bardez, their grandchildren/heirs viz; Jose Maria married to Ana Regina De Souza and Anna Maria married to Joao Minguel Fernandes sold "Schedule I (i)

Property” described under No 14783 to Maria Angelica Ludovina De Santa Rita Lobo, major, spinster. Pursuant to the said Deed dated 26/09/1939, the name of Maria Angelica Ludovina De Santa Rita Lobo got inscribed under inscription no. 10792 of Book G-15 (Bicholim);

**AND WHEREAS**, At the time of promulgation of survey records, the name of Maria Angelica Lobo and her sister Vina De Santa Rita Lobo who was also known as Maria Erzila Ludovina De Santa Rita Lobo were recorded as occupants in the Form I & XIV with respect to “Schedule I (i) Property”;

**AND WHEREAS**, Inventory Proceedings were initiated on the demise of Maria Angelica Ludovina De Santa Rita Lobo in the Court of Civil Judge, Senior Division at Mapusa, being Inventory File No. 134/2008/A and “Schedule – I(i) Property” was taken at Item no. 1. By Judgment & Order dated 21/03/2013 the final Chart of Allotment was confirmed and “Schedule – I Property” taken at Item no. 1 was jointly allotted to the owners/vendors in the following manner (i) Maria Iria De Santa Rita Lobo, having half right (ii) Doreen De Santa Rita Lobo, having 1/4<sup>th</sup> right, (iii) Chivonne De Santa Rita Lobo, having 1/12<sup>th</sup> right, (iv) Neal De Santa Rita Lobo, having 1/12<sup>th</sup> right and (v) Roxanna De Santa Rita Lobo married to Reuel Antonio De Athayde.

**AND WHEREAS**, Pursuant to the Inventory order of Allotment, the said Maria Iria De Santa Rita Lobo, Doreen De

Santa Rita Lobo, Chivonne De Santa Rita Lobo, Neal De Santa Rita Lobo, Roxanna De Santa Rita Lobo got their names mutated in the survey records at Form I & XIV and have been in peaceful ownership and possession of "Schedule – I(i) Property" without any obstruction and interference from any one whomsoever.

**AND WHEREAS**, "Schedule – I(ii) Property" described under No. 8464 (Bicholim) or under no. 25125 (Bardez) was got inscribed in favour of Damiao Mariano Lourdes De Menezes under inscription no. 19233 of Book G-25 (Bardez), by virtue of a Deed of Gift , dated 29/09/1924 made by his brother

**AND WHEREAS**, by Deed of Sale & Acquittance dated 21<sup>st</sup> October, 1932 in the Notary of Judicial Division of Bardez, Guilherme Diogo Jose Conceicao Das Dores Lobo, the said Damiao Mariano Lourdes De Menezes sold the property described under no. 8464 (Bicholim) or under no. 25125 (Bardez) to Dr. Reginald Francisco Carmino De Santa Rita Lobo and pursuant to the same the name of Reginald Francisco Carmino De Santa Rita Lobo got inscribed under inscription no. 9385 of Book G-13 (Bicholim).

**AND WHEREAS**, At the time of promulgation of survey records, the name of Dr. Reginald Francisco Carmino De Santa Rita Lobo was recorded as occupants in the Form I & XIV with respect to "Schedule – I(ii) Property";

**AND WHEREAS**, Inventory Proceedings were initiated on the demise of Dr. Reginald Francisco Carmino De Santa Rita Lobo and his wife Maria Ermilinda Jasmina De Figueiredo e Lobo, in the Court of Civil Judge, Senior Division at Mapusa, being Inventory File No. 134/2008/A and “Schedule – I(ii) Property” was taken at Item no. 2. By Judgment & Order dated 21/03/2013 the final Chart of Allotment was confirmed and “Schedule –I(ii) Property” taken at Item no. 2 was jointly allotted to the owners/vendors in the following manner; (i) Maria Iria De Santa Rita Lobo, having half right (ii)Doreen De Santa Rita Lobo, having 1/4<sup>th</sup> right, (iii) Chivonne De Santa Rita Lobo, having 1/12<sup>th</sup> right, (iv) Neal De Santa Rita Lobo, having 1/12<sup>th</sup> right and (v) Roxanna De Santa Rita Lobo married to Reuel Antonio De Athayde.

**AND WHEREAS**, pursuant to the Inventory order of Allotment, the said Maria Iria De Santa Rita Lobo, Doreen De Santa Rita Lobo, Chivonne De Santa Rita Lobo, Neal De Santa Rita Lobo, Roxanna De Santa Rita Lobo got their names mutated in the survey records at Form I & XIV and have been in peaceful ownership and possession of “Schedule – I(ii) Property” without any obstruction and interference from any one whomsoever.

**AND WHEREAS**, the Purchaser/Developer have now approached the Owners/Vendors with it’s desire to purchase so as to develop “THE SAID PROPERTY” and the Owners/Vendors herein have agreed to sell “THE SAID



PROPERTY” described in schedule - I, to the Purchasers/Developers for a total consideration of a sum of **Rs.3,23,00,000/- (Rupees Three Crores Twenty Three Lakhs Only)** which shall be paid in six installments as per Schedule – II herein;

**NOW THIS AGREEMENT OF SALE WITNESSESS AS UNDER:-**

1. It is hereby mutually agreed between the parties that Vendors/Owners hereby agree to sell to the Purchasers and the Purchaser have agreed to purchase “THE SAID PROPERTY” totally admeasuring 2,075 sq. mtrs. for a total consideration of a sum of **Rs.3,23,00,000/- (Rupees Three Crores Twenty Three Lakhs Only)** which shall be paid in six installments as per Schedule – II herein.
2. That four months from signing this present Agreement of Sale, the Purchaser shall pay the Owners/Vendors a sum of **Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only)**. The balance amount shall be paid to the Owners/Vendors as per Schedule – II. The TDS of 75% shall be deducted, if required, by the Purchaser/Developer, , i.e. from every installment.
3. That construction licenses have been obtained by the Purchaser in the name of the Owners/Vendors and the Owners/Vendors permit the Purchaser to commence the development/construction works in “THE SAID PROPERTY” and as per the approved plans.



4. It is hereby mutually agreed between the parties that, the Owner/Vendor shall permit the Purchaser/Developer to commence the documentation for the development purpose.

5. The Owner/Vendor shall not interfere in the planning & development works carried out in "THE SAID PROPERTY". The Purchasers/Developers have done all the necessary planning and designing at their own way and cost. All license fees and taxes to be paid for obtaining all necessary approvals were solely borne by the Purchaser.

6. It is hereby mutually agreed by the parties that Owner/Vendor are the sole owner of "THE SAID PROPERTY" and no other person has any right or claim therein.

7. It is hereby mutually agreed between the parties that the Owner/Vendor hereby agree and undertake that they shall not enter into any such type of agreement in future in regard to "THE SAID PROPERTY" which is being purchased/developed by the Purchaser nor have they done so in the past.

8. It is hereby mutually agreed between the parties that in the event of any claim being made to the said property by any other third party or any other person having right to the property, the same shall be cleared and solved by the Owners/Vendors at their own expense and the time period

 13 X

consumed for such litigation shall be set off and accordingly extended to the Purchaser to complete its payments.


9. It is hereby mutually agreed between the parties that the property which is under development is free hold and without any encumbrances and not a subject matter of any acquisition or requisition proceedings by any Government or local authority.

10. It is hereby mutually agreed between the parties that in the event of any boundary dispute of the property, it shall be the endeavor of the Owners/Vendors to solve the same with the cooperation of the Purchaser.

11. It is hereby mutually agreed between the parties that the property which is a subject matter of a sale is free hold and without any obstructions or interference from anyone whomsoever.

12. It is hereby mutually agreed between the parties, that the sale of the property shall include all the trees and all that is attached to the soil in the plot.

13. It is hereby mutually agreed between the parties, that no terms and conditions hereof shall be modified, altered or executed except in writing signed by all the parties hereto. Likewise no terms or condition shall be deleted here from or

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added hereto except in writing signed by all the parties hereto.

14. It is hereby mutually agreed between the parties, that the original agreements hereof duly stamped and signed and stamped shall remain in custody of the Purchaser. The Owners/Vendors shall be given a certified true copy of this present Agreement.

15. It is hereby mutually agreed between the parties, that in case of any disputes amongst the parties, the said dispute shall be referred to Arbitrator each to be appointed by each of the parties and in case they fail then a neutral person acceptable to both the parties shall be appointed whose decision shall be final. The entire proceedings shall be received by and all the parties shall abide by it Arbitration Act, 1996.

16. It may be stated that the Vendors shall authorize the Purchaser to enter into firm commitment with the prospective Purchasers and also to collect advances from the prospective Purchasers with respect to the built up proposed to be constructed in "THE SAID PROPERTY".

17. Both the parties can seek specific performance of this Agreement.



### SCHEDULE – I

- i) Property known as “Pedeachea Ambeacho Sorvo” also known as “Olawnem”, along with a structure existing therein, situated at Ward Bela Vista of Village Tivim, which is within the limits of Village Panchayat of Tivim, Sub District of Bardez Taluka, District of North Goa, State of Goa, surveyed under no. 15/4, & 5 of Village Tivim Survey Records, admeasuring 875 sq.mts. and 50 sq.mts. respectively and totally admeasuring 925 sq.mts. Survey no. 15/5 is the structure existing in survey no. 15/4. The aforesaid property is described in the Land Registration Office of Bicholim, under No. 14783 of Book B33 (New) and partly enrolled in the Land Revenue Office under no. 1120 of the second circumscription. Sy No 15/4 is bounded as under:

North: Partly by survey no. 15/6 & partly by survey no.

15/1;

South: By road;

East: Partly by survey no. 15/6 & partly by road;

West: By road;

- ii) Property known as “Cumeacho Sorvo” also known as “Volvonem” or “Olawnem”, along with a residential house, situated at Ward Bela Vista of Village Tivim, which is within the limits of Village Panchayat of Tivim, Sub District of Bardez Taluka, District of North Goa, State of Goa, surveyed under no. 15/6 of Village Tivim

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Survey Records and admeasuring 1,150 sq.mts. The aforesaid property is partly described in the Land Registration Office of Bicholim, under No. 8464 which was later transcribed to description no. 25125 of Book B64 (New) and not enrolled in the Land Revenue Office.

Survey no. 15/6 is bounded as under:

North: Partly by survey no. 15/3 & partly by survey no. 15/1;

South: By road;

East: Partly by survey no. 15/3 & partly by road;

West: By survey no. 15/4;

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**SCHEDULE – II**  
**(MODE OF PAYMENT)**

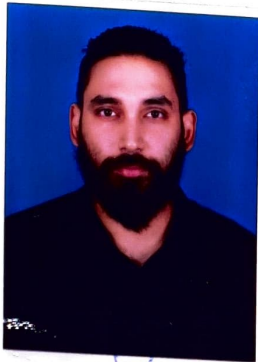
Sr. No.	Particulars	Amount
1.	On or before 27 <sup>th</sup> December 2020, i.e. four months from the date of signing this present Agreement	55,00,000/-
2.	On or before 25 <sup>th</sup> April, 2021	55,00,000/-
3.	On or before 25 <sup>th</sup> August, 2021	55,00,000/-
4.	On or before 23 <sup>rd</sup> December, 2021	55,00,000/-
5.	On or before 23 <sup>rd</sup> April, 2022	55,00,000/-
6.	On or before 27 <sup>th</sup> August, 2022	48,00,000/-
	<b>Total:</b>	<b>3,23,00,000/-</b>

IN WITNESS WHEREOF the parties have hereunto signed this Agreement of Sale at Mapusa, Goa, on the day, month and year first above mentioned.

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SIGNED, SEALED and DELIVERED by the  
within named Owner/Vendor no. 4 for self  
and as attorney of Owners/Vendors nos. 1,  
2, 3, 5 & 6



A handwritten signature in blue ink, appearing to be 'N. Lobo', written below the portrait photo.

A larger handwritten signature in blue ink, appearing to be 'N. Lobo', written above a horizontal line.

(MR. NEAL CARMO DE SANTA RITA LOBO)

Left Hand

Right Hand

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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4. \_\_\_\_\_

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5. \_\_\_\_\_

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Handwritten initials 'IB' in blue ink, with a large 'X' mark next to them, located at the bottom right of the page.






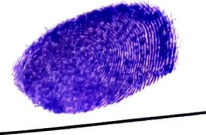
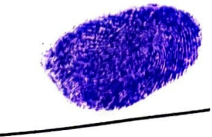
SIGNED, SEALED and DELIVERED by the  
within named PURCHASER, BRAGANZA  
AND FULARI VENTURES PVT. LTD  
represented by its Director No. 1






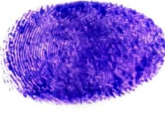
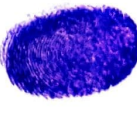
A handwritten signature in blue ink, appearing to read 'J Braganza', written over a horizontal line.

(MR. JOSE MARTINHO BRAGANZA)

Left Hand

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Right Hand

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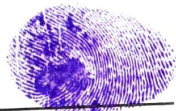

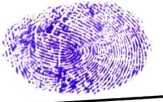
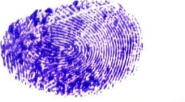
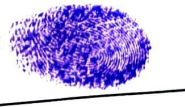
Handwritten signatures and initials in blue ink at the bottom of the page. On the left is a signature that appears to be 'J Braganza'. On the right are the initials 'JB' followed by a stylized mark.

SIGNED, SEALED and DELIVERED by the  
within named PURCHASER, BRAGANZA  
AND FULARI VENTURES PVT. LTD  
represented by its Director No. 2








(MR. VINAYKUMAR V. FULARI)


Left Hand

- 1. 
- 2. 
- 3. 
- 4. 
- 5. 

Right Hand

- 1. 
- 2. 
- 3. 
- 4. 
- 5. 

IN THE PRESENCE OF WITNESSES:-

1. Johnson D'souza 

2. Sneha Saundalikar 