

भारतीय गैर न्यायिक

₹. 100
भारत INDIA
₹. 100
ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

गोवा GOA

201829

Serial No. 4115 Place of Vend, Mapusa Date 17/12/2010
Value of Stamp Paper Rs. 100/- (Equivalent 500/- hundred only)
Name of Purchaser *Leonilda da Mello*
Resident o *Mapusa* Son of *J. da Mello*
Signature of Vendor *[Signature]* Signature of Purchaser

Miss. Leonilda Fernandes
E/o Churchellim, Mapusa
Assessee No. AC/STP/IVEN/204/8.



AGREEMENT FOR SALE AND DEVELOPMENT

1 2 3 4 5 6 7 8 9 10 11 12

This Agreement for Sale and Development is executed at Mapusa on this 10th day of September 2010;

BETWEEN

1. Ms HEDWIGES JEANETTE BRAGANZA alias HODWIGES JEANETTE BRAGANZA, aged about 66 years, unmarried, daughter of late Jose Wilfred Clemente de Xavier Braganza, of Duler, Mapusa and currently residing in Lisbon (hereinafter called the FIRST VENDOR)
2. Mr. JOSE WELVYN DE XAVIER BRAGANZA alias JOSEPH WELVYN BRAGANZA alias JOSEPH WELWYN BRAGANZA alias JOSEPH WELWYN BRAGANZA alias JOSEPH WELWYN DE XAVIER BRAGANZA, aged 64 years, unmarried, son of late Jose Wilfred Clemente de Xavier Braganza, of Duler, Mapusa, Bardez, Goa and currently residing at Canada (hereinafter called the SECOND VENDOR)
3. Dr. CELIA MELANIE CREMILDES BRAGANZA e MENDES alias MARIA CELIA M. CREMILDES BRAGANZA, aged about 61 years, widow, daughter of late Jose Wilfred Clemente de Xavier Braganza, resident of Caranzalem, Tiswadi, Goa
4. Mrs. DESIREE R. MENDES, aged about 29 years, married, daughter of late Antonio da Piedade Mendes, resident of Caranzalem, Ilhas, Goa.
5. Mr. MICHAEL DIAS, aged about 31 years, married, son of late Joaquim Dias, resident of Caranzalem, Ilhas, Goa (hereinafter called the THIRD VENDORS)

AND

M/s CLASSIC HOMES, a duly registered partnership firm having office at "Ninho de Goa", Morod, Mapusa, Bardez, Goa, having Pan Card No.AAEFC9596P, represented by its partner (1) Mr. OSWALD F. DE MELO, aged 39 years, married, son of John de Melo, Engineer, Indian National, resident of House No.E/4/19, Agudicho Vaddo, Guirim, Bardez, Goa, and (2) Mr. ATMARAM V. FULARI, aged 32 years, unmarried, son of Vinayak Fulari, Engineer, Indian National, resident of House No.205/1, Fernandes Vaddo, Siolim, Bardez, Goa,(hereinafter called the DEVELOPER)

AND

1. Mr. ASSIS DE XAVIER BRAGANZA alias NELSON BRAGANZA, aged about 69 years, widower, son of late Jose Wilfred Clemente de Xavier Braganza, resident of Chinchinim, Salcete, Goa (hereinafter called the FIRST CONSENTING PARTY)

2. Ms. YVETTE SHEELA BRAGANZA, aged about 63 years, unmarried, daughter of late Jose Wilfred Clemente de Xavier Braganza, resident of Duler, Mapusa, Bardez, Goa and currently residing at Margao, Salcete, Goa (hereinafter called the SECOND CONSENTING PARTY).

WHEREAS the parents of the Vendors 1, 2, 3 and of the Consenting Party No.1 and 2 namely Jose Wilfred Clemente de Xavier Braganza and his wife Maria Apolonia Grasmilla Laura das Lourdes Souza e Sequeira, were the owners in possession of the properties described in the Schedules below.

AND WHEREAS upon the death of said Maria Apolonia Grasmilla Laura das Lourdes Souza e Sequeira, Inventory Proceedings were filed in the Mapusa Civil Court and the same proceedings were registered as Inventario Orfanologico and the

properties were listed and described in the said Inventory Proceedings and the allotments are made therein.

AND WHEREAS the Vendors on the basis of allotments of properties made and ownership acquired mutation took place and the survey records in the city, Survey, Mapusa now shows as under:-
Chalta No.16, 3, 3-B, 16-A1 are surveyed in the name of Second Vendor as shown in Schedule I, II, IV and VI;
Chalta No. 3 A stands in the name of First Vendor as shown in Schedule III;

Chalta.No.16 C is surveyed in the name of Third Vendor as shown in Schedule V.

All these chaltas are of P.T.Sheet No.26 of the City Survey record of Mapusa, Goa.

The total area of all these chaltas is about 31078.00 sq. mts.

AND WHEREAS there being complete harmony among the brothers and sisters, the legal representatives/children of Maria Apolonia Grasmila Laura das Lourdes Souza e Sequeira and her husband Jose Wilfred Clemente de Xavier Braganza, the Vendors have now agreed to sell all the said properties to the Developer as under and thus hereby assign all the development rights to the said properties in favour of the developer under the terms and conditions set out herein.

The Vendor No. 4 is the only child/daughter of the Vendor No.3 who lost her husband. The Vendor No.4 is married to Vendor No.5.

The Consenting parties are the brother and sister of the Vendors and the Consenting parties have been permanently in Goa who have taken care of the above properties.

AND WHEREAS the Vendors have agreed to sell the said properties to the Developer and the Developer reciprocally agrees to purchase the said properties in Schedules I to VI from the Vendors 1 to 5 and the parties hereto have agreed to draw up the agreement.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

1. The Vendors agree to sell all the said properties described in the Schedules I to VI below to the Developer and assign all the development rights in favour of the Developer and the Developer agrees to purchase all the said properties described in Schedules I to VI from the Vendors and have agreed to develop the said properties in terms of this agreement. Parties hereto have agreed that the developer will develop the said properties and pay consideration for sale partly in cash and partly in kind which is as under:-

(a) The Developer agrees to pay in total Rs.100,00,000/-

(Rupees one crore only) as consideration for the sale of properties to the Second Vendor within six months from today the date of signing of this agreement in two installments. Also the developer shall construct at their cost and hand over 45 (forty five) double bed room flats each of 110.00 sq. mts. of built up area which shall be constructed in the above properties namely in Chalta No.16 of P.T. sheet No.26 and also in the remaining chaltas namely 3, 3A, 3B, 16-C and 16A-1, all of P.T.Sheet No.26 and more fully described in the Schedules to be given in Phase I and Phase II as mentioned herein.

(b) The Developer shall pay in total to the First Vendor the consideration of Rs.100,00,000/- (Rupees one crore only) in cash within six months from today the date of signing of this agreement in two instalments and in addition give four (4) double bed room flats each of 110.00 sq. mts. of built up area constructed by the Developer at the entire cost of the Developer in Phase I and Phase II.

(c) The Third Vendors will be allotted one (1) double bed room flat of 110.00 sq. mts. in Phase I as consideration for the sale of their property to the Developer bearing chalta No.16-C of P.T.Sheet No.26. The Developer shall also construct a building/structure of a built up area of 600.00 sq. mts. as per attached plan in the property of the Vendor No.3 situated in property bearing Chalta Nos. 22, 23, 24 and 41 in P. T. Sheet 143, Panaji, Tiswadi, Goa within a period of 18 months of obtaining its approvals at the entire cost of the Developer as consideration towards the sale of the said property under Chalta No. 16-C of P. T. Sheet 26 Mapusa, Goa to the Developer.

(d) The Developer shall transfer one (1) double bed room flat of 110.00 of built up area in favour of First Consenting Party along with the proportionate share in land in phase I.

(e) The Developer shall allot one (1) double bed room flat of 110.00 sq. mts. of built up area to the Second Consenting Party along with proportionate share in land in phase I.



2. The Developer declares that the entire construction scheme mentioned above shall take place in two phases. The Developer agrees that the total number of double bed room flats of 110.00 sq. mts. built up area to be handed over to all three Vendors and Consenting Parties in Phase I and II are in all fifty two (52) in number. i.e. twenty five double bed room flats in phase I and twenty seven double bed room flats in Phase II. In phase I the First Vendor shall get two (2) double bed room flats, the second Vendor shall get twenty (20) double bed room flats, the third Vendor shall get one double bed room flat, the first and second consenting parties shall get one double bed room flat each. These twenty five (25) double bed room flats in Phase I shall be handed over within three years from the date of obtaining approval of plans, construction licence or within three years and six months from signing this agreement. As per the layout plans attached to this agreement these double bed room flats to be handed over in phase I will be twenty five (25) flats to be handed from Block C and five (5) flats from Block G. Of the twenty five flats in phase I, 13 (thirteen) will face the swimming pool.
3. In phase II the Vendor No.2 shall get balance twenty five (25) double bed room flats and Vendor No.1 will get her balance two (2) double bed room flats. The location of these flats will be decided when phase II layout plans are finalized. The phase II will start immediately on completion of phase I and will be completed within three years.
4. The location of the flats to be handed over in Phase I is as per the plans attached and the layout of the apartment

will be as per the plan attached which will be part and parcel of this agreement.

5. The Developer shall construct a swimming pool/club house, Gym and other amenities exclusively at the cost of the Developer and the Vendors and Consenting Parties or their prospective purchasers shall have the right to use the said swimming pool/club house, gym and other amenities on payment of their respective dues of annual maintenance charges. However the flats that will be retained by the Vendors and Consenting Parties for their personal use will not be subject to maintenance charges and the same charges will be borne by the Developer.
6. The Vendors and the Consenting parties hereby allow the Developer to enter into agreement for sale of the remaining built up area of flats in the said building both in phase I and II along with proportionate share in properties to prospective purchasers and the proceeds shall be appropriated in favour of the Developer as their profit and for this purpose the Vendors have executed a Power of Attorney in favour of Developer for the purpose of entering into agreement of sale of built up area, to obtain licences to construct, to obtain conversion sanad etc.
7. The Developer with their expenses will get all the approvals, conversion of user of land etc., from the concerned departments to start construction work in terms of this agreement.
8. The Developer declares that in case there is litigation in respect of the said properties or on any of them filed by any third party on account of which development is



hindered/stepped or delayed by the order of the Court or Concerned Department the time taken to reverse the order and go ahead with the plans will be deducted or set off from the period mentioned for the performance of the Contract. However, if possible, the Developer will start with phase II so that no time is lost.

9. Either party is entitled to specific performance of the contract.

10. The Developer covenants with the Vendors jointly and severally that in case the Developer fails to make payment of the cash component of the consideration of the sale as stated herein above to the Vendors Nos. 1 and 2, then the Developer shall pay to the respective Vendors the interest on the outstanding cash component at the rate of 15% p.a. for the period delayed for payment.

11. If the developer delays in handing over the flats completed in all respect within the stipulated time period mentioned hereinabove then the Developer shall pay to the Vendors and Consenting Parties a lumpsum amount of Rs.1,00,000/- per month as compensation for non performance in time for the period delayed.

12. The Vendors 1 and 2 hereby declare that they are eager to purchase a flat in or around Panjim city with the money that they will get from the Developer as the cash component totally amounting to Rs. Two crores which includes cost of stamp paper, registration fees broketeage; service tax and legal fees. If in any event the said Vendors Nos. 1 and 2 do not purchase the said flat for any reason then the same Vendors 1 and 2 of the



one part and the Developer of the other part covenant as under:-

i) The Vendor No.1 shall get 50 lakhs only instead of one crore as stated above in clause 1(b) and also additional two double bed room flats in addition to earlier agreed four flats and this will total up to six flats;

ii) The Vendor No.2 shall get 50 lakhs only instead of one crore as stated above in clause 1(a) in total and also additional two double bed room flats in addition to earlier agreed as above forty five double bed room flats thereby totalling to forty seven double bed room flats.

The location of these additional flats will be decided by the Vendors No.1 and 2 during the course of construction/development.

Schedule I

Immovable property along with house situated in the Duler within the limits of Mapusa Municipal Council, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The said property is bearing chalta No.16 of P. T. Sheet No.26, admeasuring 13907.00 sq.mts. and is bounded as under:-
East : by chalta No.16A-1, access way, chalta No.19, chalta No.20, chalta No.33 all of P.T. Sheet No.26.

West : by road, chalta No.17 of P. T. Sheet No.26, partly by

drain;

North: partly by drain and partly by chalta No.16 A of P. T. Sheet No.26

South : by road and chalta No.31, chalta No.33 and 20 of P.T. Sheet No.26

Schedule II

Immovable property situated in the Duler within the limits of Mapusa Municipal Council, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The said property is bearing chalta No.3 B of P. T. Sheet No.26, admeasuring 2183.00 sq. mts. and having the shape of triangle is bounded as under:-

On or towards East : by drain, part of chalta No.3A of P. T. Sheet No.26

On or towards West : by road

On or towards North: by chalta No.3 A of P. T. Sheet No.26

On or towards South : by drain beyond which lies the said chalta No.16 of P. T. Sheet No.26

Schedule III

Immovable property situated in the Duler within the limits of Mapusa Municipal Council, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The said property is bearing chalta No.3A of P. T. Sheet No.26, admeasuring 4349.00 sq. mts. and is bounded as under:-

East : by drain

West : by road

North: by chalta No.3 of P. T. Sheet 26.

South ; partly by drain, chalta No.3 B of P.T. Sheet No.26



Schedule IV

Immovable property situated in the Duler within the limits of Mapusa Municipal Council, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The said property is bearing chalta No.3 of P. T. Sheet No.26, admeasuring 9036.00 sq. mts. and is bounded as under:-

East : by drain beyond which lies chalta No.16-C of P. T. Sheet No.126

West : by road

North: by No.2/20 and 47P/20.

South : by chalta No.3A of P. T. Sheet No.26 and partly by drain.

Schedule V

Immovable property situated in the Duler within the limits of Mapusa Municipal Council, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The said property is bearing chalta No.16C of P. T. Sheet No.26, admeasuring 1463.00 sq. mts. and is bounded as under:-

East : by road

West : partly by drain, partly by chalta No.16-A of P. T. sheet No.26

North: by drain.

South : partly by chalta No.16-A, 16-B, 16B-1, 16-B all of P. T. Sheet No.26



Schedule VI

Immovable property situated in the Duler within the limits of Mapusa Municipal Council, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The said property is bearing chalta No.16A-1 of P. T. Sheet No.26, admeasuring 140.00 sq. mts. and is bounded as under:-

East : by chalta No.16A of P. T. Sheet No.26

West : by chalta No.16 of P. T. Sheet No.26

North: by chalta No.16-A of P. T. Sheet No.26.

South : by access.

IN WITNESS WHEREOF the parties hereto have set their hands on the day, month and year first above mentioned.

FIRST VENDOR:

Hedwign Jeannette Bragança



(Ms HEDWIGES JEANNETTE BRAGANZA alias HODWIGES
JEANNETTE BRAGANZA)

SECOND VENDOR:

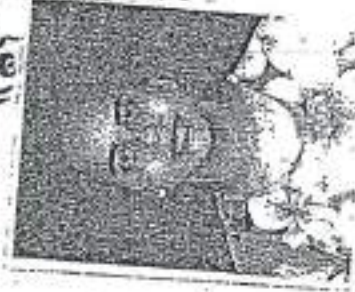


Mr. JOSE WEL VYN DE XAVIER BRAGANZA alias JOSEPH
WEL VYN BRAGANZA alias JOSEPH WEL WYN
BRAGANZA alias JOSEPH WEL WYN DE XAVIER
BRAGANZA

THIRD VENDORS



Dr. CELIA MELANIE CREMILDES BRAGANZA e MENDES
alias MARIA CELIA M. CREMILDES BRAGANZA



Mrs. DESIREE R. MENDES

Michael Dias

Mr. MICHAEL DIAS



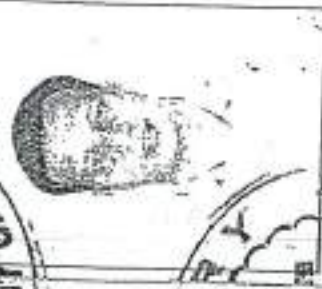
DEVELOPER

M/s Classic Homes represented by its

Partners

Wald F. De Melo

((1) Mr. OSWALD F. DE MELO)



Atmaram V. Fulari

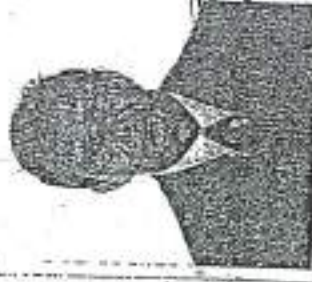
(Mr. ATMARAM V. FULARI)



FIRST CONSENTING PARTY.

Xavier Braganza

Mr. ASSIS DE XAVIER BRAGANZA alias NELSON BRAGANZA



SECOND CONSENTING PARTY

Braganza

(MS. YVETTE SHEELA BRAGANZA)



*I do attest in
glorious presence
of
10.9.2010*

Y. ZUZARTI
Notary Public
Substituted and Notary Public
MAPESA GOA



Reg. No. 6296/2010

VENDORS:

- 1 Hellawood Interiors Design
- 2 [Signature]
- 3 [Signature]
- 4 [Signature]
- 5 [Signature]

CONSISTING PARTY:

- 1 [Signature]
- 2 [Signature]

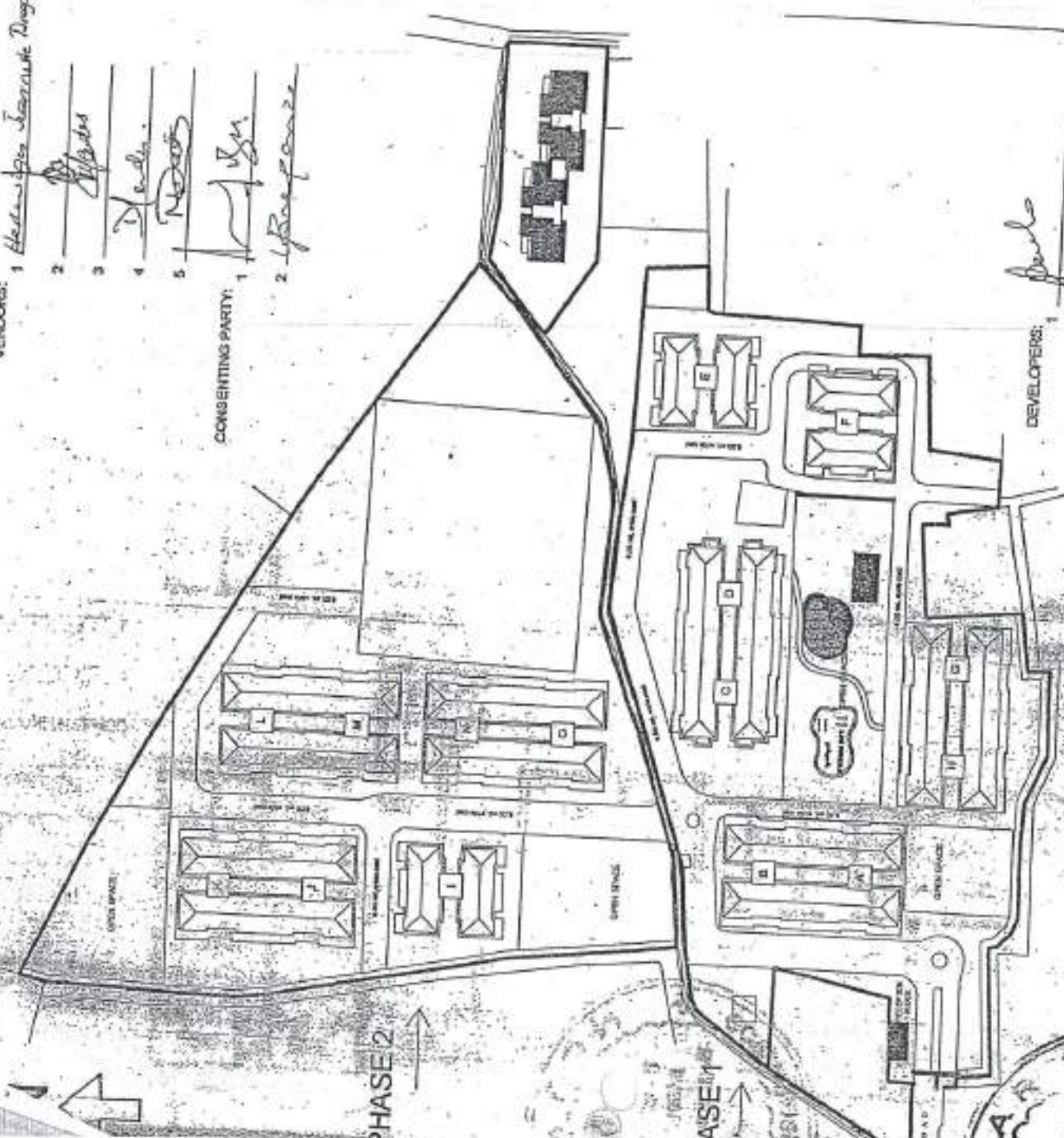
DEVELOPERS:

- 1 [Signature]
- 2 [Signature]

PROPOSED DEVELOPMENT IN PART SHEET No. 26
 OF CHALTA Nos. 15/16C, 16A, 19, 20A, 3B AT
 DULIER MAPUSA, GOA

LAYOUT PLAN

CLASSIC HOMES



PHASE 2

PHASE 1

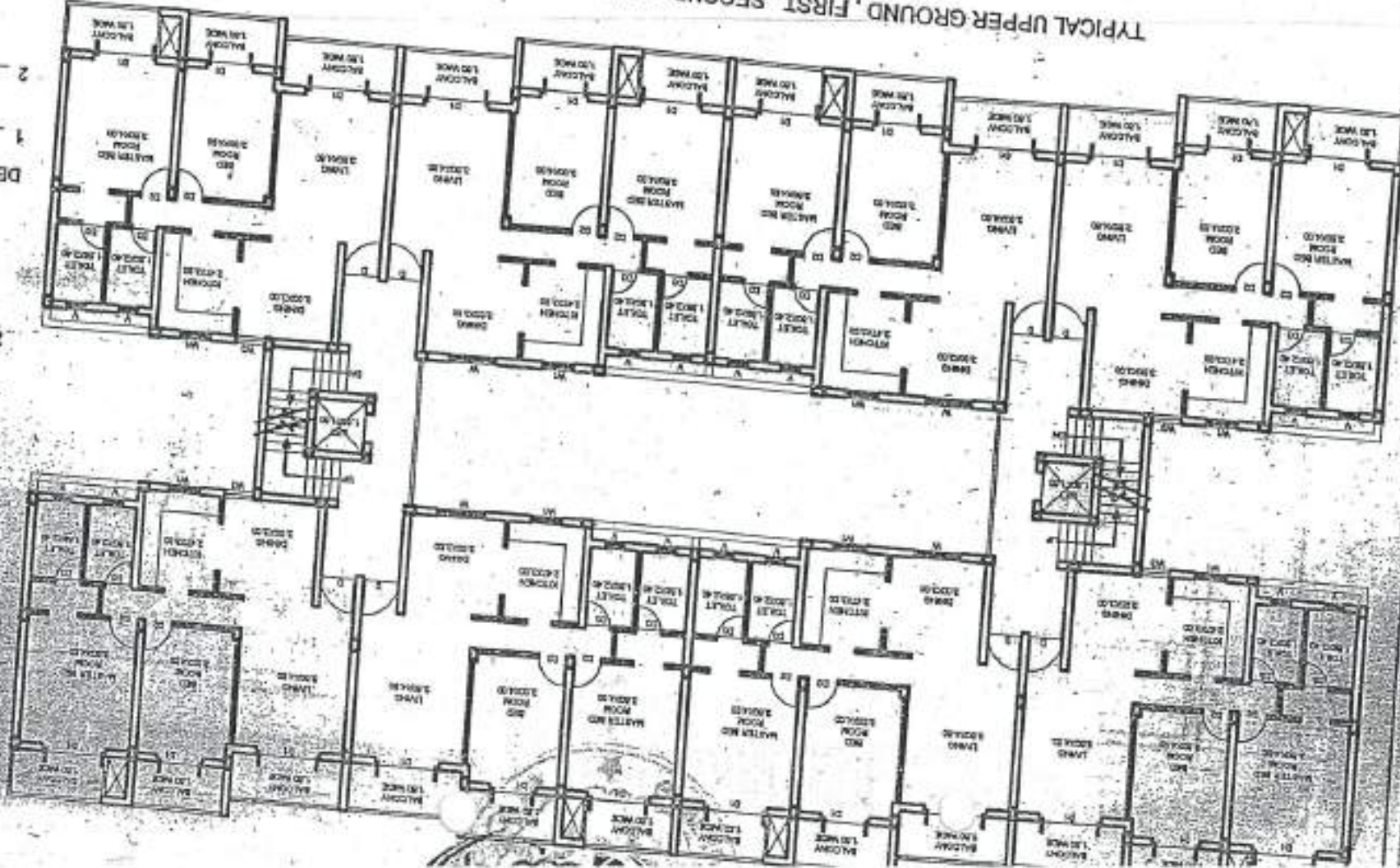
GOA

CLASSIC HOMES

BUILTUP AREA OF EACH 2 BEDROOM APARTMENT = 110.00MF

LAYOUT PLAN OF 2 BEDROOM APARTMENT

TYPICAL UPPER GROUND, FIRST, SECOND, THIRD & FOURTH FLOOR PLAN



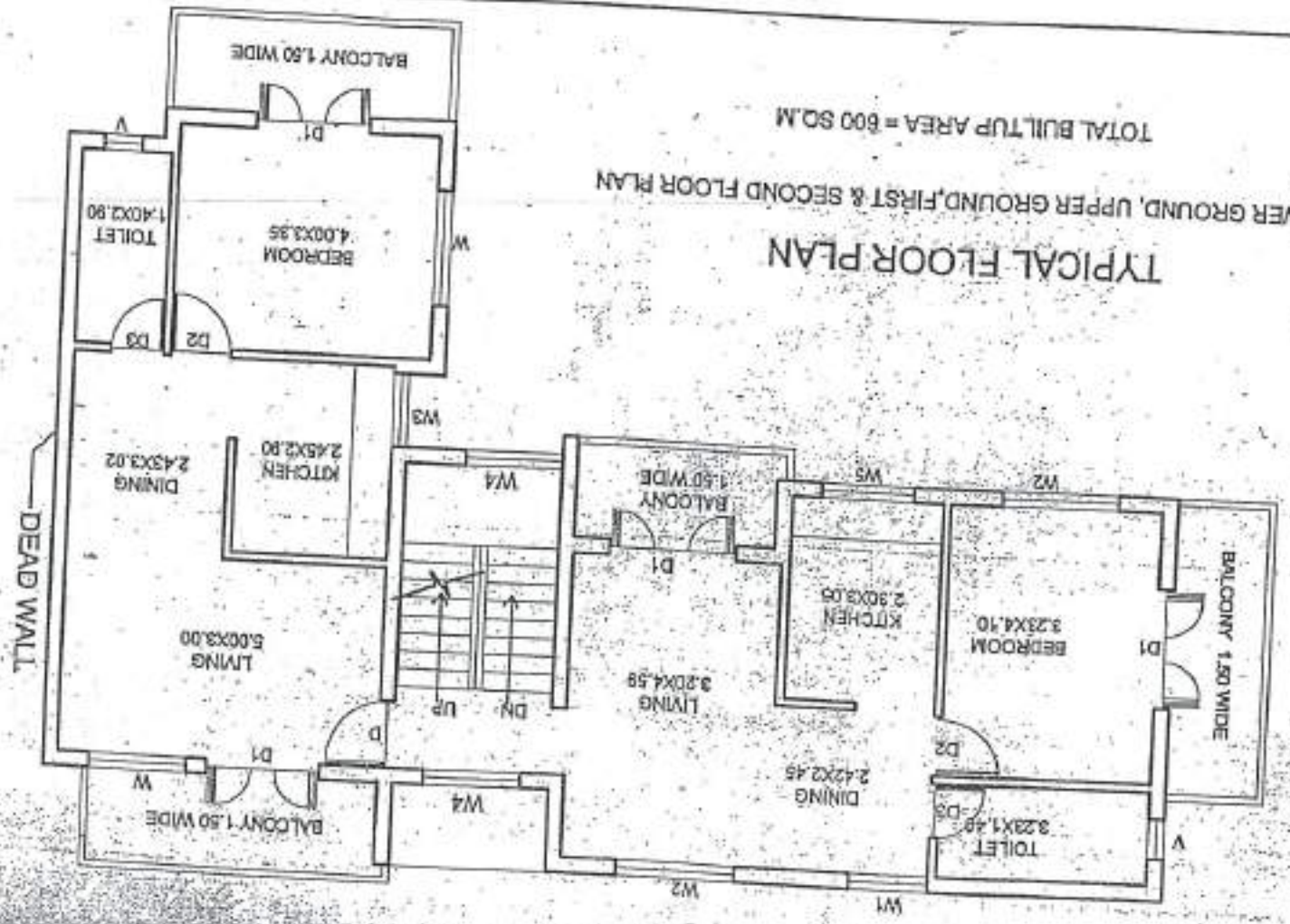
DEVELOPERS:

CONSENTING PARTY:

VENDORS:

PROPOSED BUILDING ON P.T. SHEET NO -143 CHALTA NO 22,23,24 &41,
 AT PANAJI CITY, TISWADI, TALUKA, GOA

TOTAL BUILT UP AREA = 600 SQ.M
 LOWER GROUND, UPPER GROUND, FIRST & SECOND FLOOR PLAN
 TYPICAL FLOOR PLAN



DEVELOPERS:

VENDORS:

2
1

5
4
3

