



गोवा GOA

Serial No. B/355 Please of Visit Mapusa Date 16/8/2018 482376
 Value of Stamp Rs.1000
 Name of Purchaser M. Mulgaonkar
 Resident of Mapusa Son of T. B. Mulgaonkar
 Signature of Vendor Anaceta L. P. Fernandes
 L.C. No. 13. Benasim Mapusa

-1-

AGREEMENT FOR JOINT DEVELOPMENT



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This Agreement for Joint Development is made and executed on 17/08/2018 (Seventeenth of August in the year two thousand and Eighteen at Mapusa, Bardez Goa.

BETWEEN

1. MR. ANTHONY ROBERT FERNANDES, son of of late Santan Januario Fernades ,71 years of age ,married ,service ,Indian National, ,PAN CARD NO.AALPF9712B , resident of flat no A/1,Block H, Jewel Acroplolis ,Ground Floor ,Acroplolis Housing Society limited ,Waddy Siolim ,Bardez -Goa.

2.MRS.DEUDIT STELLA FERNANDES alias MRS. DEUDITTA STELLA MONTEIRO, wife of Anthony Fernandes ,66 years of age ,married ,service ,Indian National , ,PAN CARD NO.AALPF9713A, resident of flat no A/1,Block H, Jewel Acroplolis ,Ground Floor ,Acroplolis Housing Society limited ,Waddy Siolim ,Bardez -Goa.

3.MR.JOHN GASPER DIAS ,son of late Paul Dias ,79 years of age ,married ,service ,Indian National ,PAN CARD NO.APXPD7374L, resident of flat no A/1,Block H, Jewel Acroplolis ,Ground Floor ,Acroplolis Housing Society limited ,Waddy Siolim ,Bardez -Goa.

4.MRS.MARTHA DIAS, wife of Mr.Joao Gasper Dias ,married ,Housewife ,Indian National , ,Indian National ,PAN CARD NO.BXYPD0185R, resident of flat no A/1,Block H, Jewel Acroplolis ,Ground Floor ,Acroplolis Housing Society limited ,Waddy Siolim ,Bardez -Goa.



5. MR. MATHEW SEBASTIAN FERNANDES, son of late Santan Januario Fernades ,64 years of age , married , Retired, Indian National ,Holding PAN CARD NO.ABBPF3230, resident of flat no A/1,Block H, Jewel Acropolis ,Ground Floor ,Acropolis Housing Society limited ,Waddy Siolim ,Bardez -Goa.

6. a. MRS. SHEEL MATHEW FERNANDES alias sheel **FERNANDES** alias **SHEEL HANSEL ALPHONSO**, daughter of Mr .Mathew Sebastian Fernandes, aged 34 years, Married, service, Indian National and her Husband **b.MR. HANSEL ANTONY ALPHONSO** alias **HANSEL HENRY ALPHONSO**, son of Mr. Henry Alphonso, Aged 38 years, Service, Both Indian National and residing at 10 IAN Apartment, Mhasoba Maidan, Opp. Sampada Hospital Kalyan West, Thane Maharashtra.

c. MS. SHIRLYN MATHEW FERNANDES, daughter of Mr .Mathew Sebastian Fernandes, aged 27 years, **Spinster**, E/1, Pradnya Kira CHS, Murbad Road, Opp. Prem Auto, Bhavani Nagar, Kalyan West, Kalyan Thane, Kalyan D. C, Maharashtra.

d. MR. SHAWN SAVIO FERNANDES, Son of Mr .Mathew Sebastian Fernandes, aged 30 years, Bachelor, Indian National and residing at A/1,Block H, Jewel Acropolis, Ground Floor ,Acropolis Housing Society limited ,Waddy Siolim ,Bardez -Goa .

7.MR. POLSON PAUL EDATUKARAN ,son of late Paul Edatukaran ,75 years of age ,married ,service ,Indian National ,PAN CARD NO. AAOPE0801D, resident of flat






no A/1, Block H, Jewel Acropolis, Ground Floor,
Acropolis Housing Society limited, Waddy Siolim ,Bardez
-Goa.

8.MRS.VERONICA POLSON PAUL EDATTUKARAN ,wife
of Polson Edattukaran ,63 years of age ,married
,Housewife , ,Indian National ,PAN CARD
NO.AASPE8036C, resident of flat no A/1,Block H, Jewel
Acropolis ,Ground Floor ,Acropolis Housing Society
limited ,Waddy Siolim ,Bardez -Goa.

9.MR.VINCENT EPHIFANIO FERNANDES , son of late
Santan Januario Fernandes ,58 years of age ,service
,married , ,Indian National ,PAN CARD NO.AATPF5685M,
resident of flat no A/1,Block H, Jewel Acropolis ,Ground
Floor ,Acropolis Housing Society limited ,Waddy Siolim
,Bardez -Goa.




10.MRS. SYLVIA JOANITA FERNANDES ,wife of
Vincent Fernandes ,54 years of age ,service ,married ,
,Indian National ,PAN CARD NO.AATPF8281D, resident
of flat no A/1,Block H, Jewel Acropolis ,Ground Floor
,Acropolis Housing Society limited ,Waddy Siolim
,Bardez -Goa. Hereinafter called as **"THE SELLERS"**
(which expression shall unless repugnant to the context
or meaning thereof include her heirs, successors, legal
representative, administrators and assigns) of the **FIRST
PART.**

AND

1. **M/s. ALBERT DEVELOPERS**, having its office at Office no. 301, 3rd Floor, Edcon Mindspace, Campal, Panaji Goa, represented by its Sole Proprietor, (a) **SHRI ALBERT ESTEVES, (PAN AAFPE7995M), (AADHAR CARD NO. 922896580651)**, son of Shri. Jose Salvador, aged 53 years, Occupation Business, Indian Nationals, resident of House No.260, Opp. Mercedes Church, Firguem Bhat, Mercedes, Goa, hereinafter referred to as the hereinafter referred to as the **PURCHASER** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title, administrators, executors, legal representatives and assigns) of the **SECOND PART**.

AND



1. **MR. MAHESH R. MURGAONKAR**, Son of Ravlu Murgaonkar, 35 years, Businessmen, Married Resident of Flat NO. 408, Block F, Aquarius Kad Developers, Marna, Siolim, Bardez, Goa, Hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless repugnant to the context or meaning thereof include his heirs, successors, legal representative, administrators and assigns) of the **THIRD PART**.

AND WHEREAS, there exists a property known as "MAREBHAT", admeasuring 2375 sq. mts., presently bearing survey no. 44/2 of Marna Village, neither described in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office, forming part of old cadastral no. 340 of Marna Village, situated at Marna ,




Not attested
Attested

within the jurisdiction of the Village Panchayat of Marna ,
Taluka and Sub-District of Bardez, North-Goa, Goa,
hereinafter referred to as the SAID PROPERTY I, for the
sake of brevity and more clearly described in Schedule I
herein below written..[Hereinafter referred to as "**THE
SAID PROPERTY**") this is more particularly described in
Schedule written herein below. The said property is
bounded as under:

North ; By the survey no .45/1


South; By Road

East ;By the survey no.45/1,3 and 4.

West ;By Road .

AND WHEREAS, the seller no. 1,2,3,4,6,8,9 and 10 are
represented by power of attorney seller no .7 by virtue of
different power of attorneys.

AND WHEREAS the seller no.6a, 6b, 6c and 6d are
represented by power of Attorney holder at serial no.5.



AND WHEREAS, the SAID PROPERTY, was Leased for a
period 99 years in favour of Santano Jannario
Fernandes, by way of a lease deed, duly registered in the
office of the sub-registered under no. 576, at pages 148,
book no. I, volume no. 164, dated 11/08/1981 and upon
his death in favour of his wife Mrs. Lourenca Roasy
Fernandes, wherein the full and final consideration was
been paid at the time of the said lease Deed for the SAID
PROPERTY, wherein the physical possession of the SAID
PROPERTY was been handed over in favour of Santano
Jannario Fernandes.






AND WHEREAS, upon the death of said Santano Jannario Fernandes, and his wife Mrs. Lourenca Rosy Fernandes, an Inventory proceeding bearing no. 132/2014/F has been initiate, wherein all aforementioned Sellers at serial no. 1,2,3,4,5,7,8,9 & 10 including Mrs. Marilyn Maria Xaverina Fialho Alias Mrs.Marilyn Mathew Fernandes were declared as their sole, universal and legal heirs.

AND WHEREAS, the seller at serial no. 1,2,3,4,5,7,8,9 & 10 including Mrs. Marilyn Maria Xaverina Fialho Alias Mrs.Marilyn Mathew Fernandes as the holder equal share as well as equal right in the above **SAID PROPERTY**, by virtue of inventory Proceeding no. 132/2014/F, entered into Agreement for Joint Development dated 16/12/2015 for the Joint Development of the SAID PROPERTY with the CONFIRMING PARTY herein, on the terms and conditions as set out therein.

AND WHEREAS, as per the terms of aforesaid Agreement for Sale dated 16/12/2015 and with the assistance of CONFIRMING PARTY, the aforesaid Sellers at serial no. 1,2,3,4,5,7,8,9 & 10 including Mrs. Marilyn Maria Xaverina Fialho Alias Mrs.Marilyn Mathew Fernandes Purchased the SAID PROPERTY, from the THE PATRIARCHATE OF EAST INDIES also known as SANTA MONICA CONVENT also known as SANTA MONICA CONVENT OF THE ARCHDIOCESE OF GOA AND DAMAN also known as FUNDO DE LEGADO DOS BEE DE SANTA MONIA FUND, vide Deed of Sale dated



22/01/2016, which Deed is registered before Sub-Registrar of Ilhas under no. BRZ-BK1-00339-2016, cd Number BRZD776 on 22/01/2016.

AND WHEREAS, the name of one Mrs. Maria Barnardene Fernandes, has been wrongly recorded in the Occupants column of survey no. 44/2 of Village Marna, who confirmed the said fact in the aforesaid Deed of Sale dated 22/01/2016 and subsequently her name of deleted from the Occupants Column.

AND WHEREAS, vide another Order of Dy. Collector & S.D.O. of Bardez, dated 11/05/2016, directed the Concerned Mamlatdar to Delete the name of late. Lourenca Rosy Fernandes, which is erroneously appearing in the other rights column as the lease holder.



AND WHEREAS, on 23/12/2017, one Mrs. Marilyn Maria Xaverina Fialho Alias Mrs. Marilyn Mathew Fernandes, wife of Mathew Sebastian Fernandes, expired leaving behind said Mr. Mathew Sebastian Fernandes as her moiety holder and children's namely MRS. SHEEL MATHEW FERNANDES alias SHEEL FERNANDES alias SHEEL HANSEL ALPHONSO married to HANSEL ANTONY ALPHONSO alias HANSEL HENRY ALPHONSO, MS. SHIRLYN MATHEW FERNANDES, MR. SHAWN SAVIO FERNANDES, who are inducted as the necessary parties to this present Agreement at serial no. 6a,b, c and d.

AND WHEREAS, the sellers have an equal share/proportionate right in the above **SAID PROPERTY**,

by virtue of inventory proceeding no. 132/2014/F and Deed of Succession.

AND WHEREAS, the PURCHASER approached the CONFIRMING PARTY, with a proposal to develop the SAID PROPERTY and also agreed abide by the terms of aforesaid agreement for Joint Development dated 16/12/2015.

AND WHEREAS, the CONFIRMING PARTY and the SELLERS have accepted the said proposal of PURCHASER and have decided to jointly develop the said property along with the purchaser, and the purchaser have decided to jointly develop the said property under the following terms and conditions which being the essence of this Agreement for Development & Sale and both have agreed to herewith.

NOW THIS AGREEMENT FOR SALE AND DEVELOPMENT WITNESSES AS UNDER:

1. The sellers along with the purchaser agree to jointly develop the said property, described in detail in a schedule hereunder subject to the owners disclosing and making out a clear and marketable title.

2. The purchaser had an advance an amount of Rs.71,40,000/- (Seventy One Lakhs Forty Thousand Only), have been paid by the purchaser in favour of the church for doing the sale deed in favour of the Seller wherein the purchaser had made an advance towards the **said property.**

3. The purchaser shall give 5 units of 2BHK apartment wherein the super built -up area will be 90 sq.mts specifically mentioned as under;

a.Flat no.002 on the First floor in Block A having carpet area of 81.38 sq.mts and built up area of 90.13sq.mts.

b.Flat no.102 on the ~~Second~~ floor in Block -A having carpet area of 81.38 sq.mts and built up area of 90.13sq.mts.

c.Flat no.003 on the ~~First~~ Floor in Block -A having carpet area of 81.44sq.mts and built up area of 90.39 sq.mts.

d.Flat no.103 on the Second Floor in Block -A having carpet area of 81.44 sq.mts and built up area of 90.39sq.mts.

e.Flat no.001 on the Ground floor of Block -B. having carpet area of 74.22 sq.mts and built up area of 83.19 sq.mts *including 1 still parking.*

4. The sellers will sign a specific power of attorney in favour of the purchaser for development purpose and will hand over the possession of remaining built up area in favour of the purchaser after deducting the area of 5 units of 2BHK apartments.

5.The purchaser has approved the residential cum commercial project on the said property, wherein the cost for getting the approval ,permission right from the sale deed ,mutation ,conversion ,getting the technical clearance ,construction License ,tree cutting permission ,clearing the property has been done by the purchaser spending his own money which the sellers are aware and admits the same .

J. S. PETKAR
Advocate
and Notary Public
Mumbai (Bar No. 21, 22)



Adatturam
Buy
Still parking
11/11/11

Buy

Buy

Adatturam

Assumed

6. The sellers hereby declare that whenever the purchaser needs the assistance of the seller for doing the Agreement for sale, sale deed in respect of the built up area on the said property it may be shops or flats, the seller hereby declare that they will sign without any demands or any hesitation and will co-operate with the purchaser.

7. The sellers hereby agrees that based on the present Agreement signed between the seller and the purchaser can negotiate with any third party and is free to take an advance /booking for the Shops /Flats of his choice or the purchaser hereby is free to take any third party for the joint development of the said property, wherein the terms and conditions will remain the same as mentioned in the present M.O.U.

8. The Seller have agreed to convey the remaining area in favour of the purchaser after retaining the proportionate undivided right in land corresponding to said 5 units of 2BHK apartments, to be allotted to sellers.

That seller have offered to sell the said property together with all its belongings, and the right, to ways, water courses, easement, appurtenances, privileges, and accesses lending to the said property.

10. The Sellers have represented and assured the Purchaser that:-

- i) The Owners/sellers are the sole and universal, exclusive Owners of the said property.
- ii) That no other person has a right of ownership or any other rights in the said property or any part thereof.



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iii) That there are no acquisition or requisition proceedings in respect of the said property or any part thereof nor are there any notification affecting the said property in any manner.

iv) The said property is not the subject matter of any attachment before judgment or in execution of any decree or any other Court attachments or any other Court decrees or Orders.

v) That the said property agreed to be sold to the Purchaser is free from any encumbrances or charges and the Owners have full and absolute authority to sell the same to the Purchaser.

vi) That the Sellers have not entered into any other M.O.U.s, agreements or arrangements with any other person in respect of the said property and that they have also not incurred or done any acts by which they have in any manner suffered any liability or are precluded from entering into the present M.O.U with the Purchaser.

Vii) That the said property is not mortgaged to any Bank or financial institution.

11. All the copies of documents pertaining to the title of the said property have been delivered to the Purchaser for conducting search and such acts for completion of due diligence.

12. The Present sellers have assured absolute right, full title and interest, Power and authority besides indefeasible title to sell convey and transfer the said property described and identified in the Schedule hereunder.



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13. That during the subsisting of this M.O.U, Sellers shall not sale or not to enter in to any transaction in respect of the said property to any person/persons.

14. That both parties hereto shall be entitled for specific Performance of contract.

SCHEDULE "A"

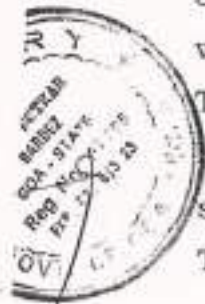
WHEREAS there exists a property known as "MAREBHAT", admeasuring 2375 sq. mts., presently bearing survey no. 44/2 of Marna Village, neither described in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office, forming part of old cadastral no. 340 of Marna Village, situated at Marna , within the jurisdiction of the Village Panchayat of Marna , Taluka and Sub-District of Bardez, North-Goa, Goa, hereinafter referred to as the SAID PROPERTY 1, for the sake of brevity and more clearly described in Schedule The said property is bounded as under:

North ; By the survey no .45/1

South ;By Road

East ;By the survey no.45/1,3 and 4.

West ;By Road .



Signed, Thumbbed and delivered within
the name of seller



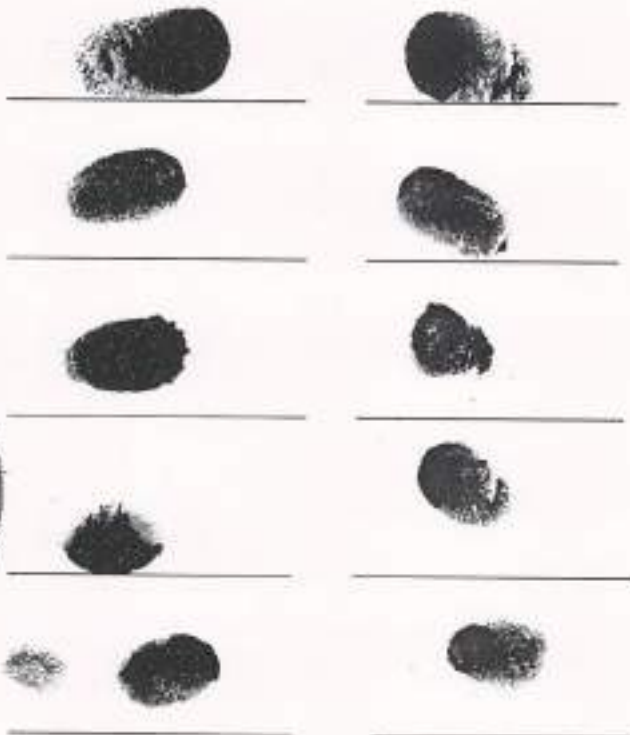
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MRS. VERONICA POLSON PAUL
EDATTUKARAN FOR self and
P.O.A For seller no.1, 2, 3, 4,
7,9,and 10.

L. H. F. P.

R. H. F. P.



[Signature]

[Signature]

Edattukaran

A. Paul



MR .MATHEW SEBASTIAN FERNANDES
for self and P.O.A for seller no.6a,6b,6c
and 6d

L. H. F. P.

R. H. F. P.



[Signature]

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[Signature]

Signed, Thumbbed and delivered
Within the name of purchaser

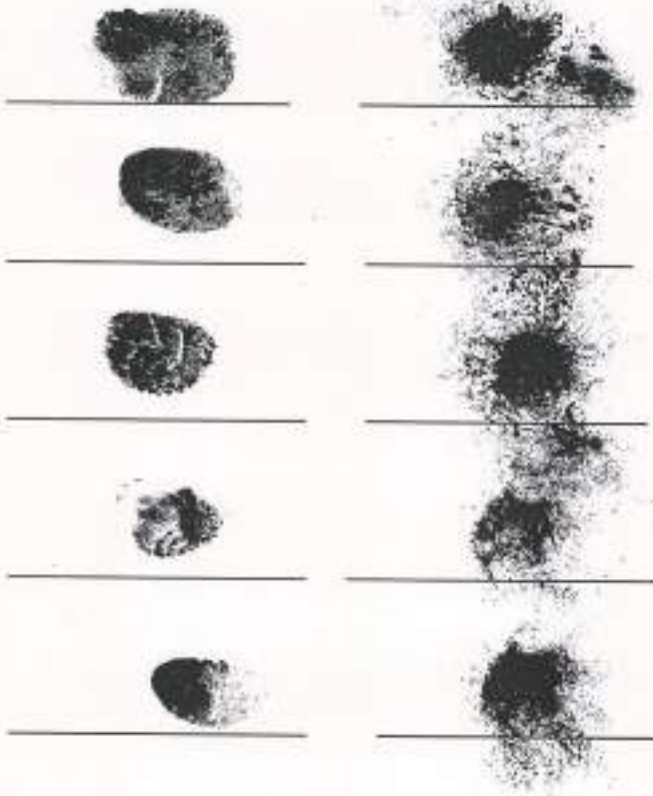


M/s. ALBERT DEVELOPERS

SHRI ALBERT ESTEVES,

L. H. F. P.

R. H. F. P.



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*Madattam
H. S. S. S.*

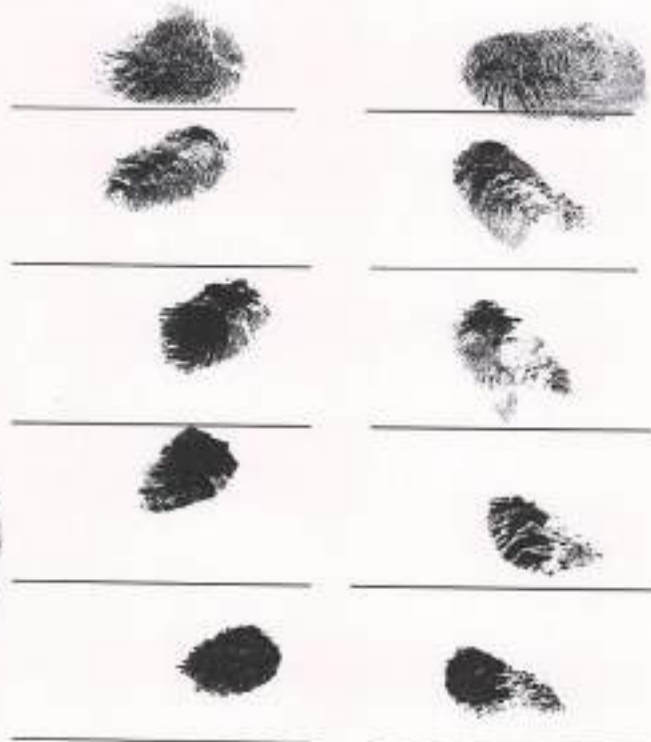
Signed, Thumbbed and delivered
Within the name of confirming party



MR. MAHESH .R .MURGAONKAR

L. H. F. P.

R. H. F. P.



[Handwritten signatures]

WITNESSES:

1. _____

2. _____

[Handwritten signatures]
[Signature]
[Signature]



I attest the sign/signs of the party/parties
 on agreement / ~~for~~ *for Joint Development*
 Mapusa Date: 18/08/2016

[Signature]
 D. S. PETKAR
 B.A.L.L.B.
 Notary, Reg. No. 67/95
 Sr. No. 1592/2016

