



गोवा GOA



Sl. No. 988 Place of Vend: Margao. Date of Issue 4/5/2016

382163

Value of Stamp Paper 1000

TONY FERNANDES

Govt. Authorised Stamp Vendor
Licence No. JUD/VEN-LIC/1/2013/AC-I
Shop No. 4, Ave Maria Building,
Margao-Goa Ph: 2731274

Name of the Purchaser Mrs. Maria Fernandes

S/o Mr. Antonio Fernandes Residing at Margao

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

Stamp Vendor Signature:

Signature of Purchaser:

AGREEMENT FOR TRANSFER AND DEVELOPMENT

...2/-

Maria Fernandes

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This AGREEMENT FOR TRANSFER AND DEVELOPMENT is made at MARGAO, SALCETE, GOA, on this SEVENTH day of JUNE of the Year Two Thousand and Sixteen (07/06/2016),

B E T W E E N

1. Mr. INACIO FERNANDES, son of late Manuel Fernandes, aged 63 years, married, businessman, AND HIS WIFE
2. Mrs. VIOLA FERNANDES, daughter of late Shri. Estevao Fernandes, aged about 52 years, businesswoman,

Both Indian Nationals and residing at 1st floor, A.C.I. Building, Ratwaddo, Navelim, Salcete, Goa, and hereafter called "THE FIRST PARTIES" (which expression shall unless repugnant to the context include their heirs, assigns and legal representatives) OF THE ONE PART,

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...3/-

Inacio Fernandes

M. Fernandes

M. Fernandes



Mr. MEVILTON CLESTON FERNANDES, son of Inacio Fernandes, aged 26 years, businessman, bachelor, Indian National, resident at 1st Floor, A.C.I Building, Ratwaddo, Navelim, Salcete, Goa, hereafter called "THE SECOND PARTY" (which expression shall unless repugnant to the context include his heirs, assigns and legal representatives) OF THE OTHER PART, and WITNESSES:-

WHEREAS at Seraulim Village of Salcete Taluka there are the following properties, namely,

- (a) Property known as "ZOINA SANTUGODALEM" alias "FOIT GODOLE", which is described in the Land Registration Office under No.20728 at Book B New and is enrolled in the Land Revenue Office under Matriz No.290;
- (b) Property known as "ZOINA SANTUGODALEM", which is described in the Land Registration Office under No.316 and is enrolled in the Land Revenue Office under Matriz No.292;

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Inacio Fernandes

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AND WHEREAS the said properties are adjoining to each other, and came to be originally surveyed under Survey Nos. 2/4 and 3/4 of Seraulim Village;

AND WHEREAS the said properties were purchased by Joaquim Conciecao Joanes, vide Deed of Sale dated 23/6/1910, drawn by the Notary Public, Constancio Roque Bernardo Salvador da Costa;

AND WHEREAS the said Joaquim Conceicao Joanes and his wife, expired leaving Menino Jose Leao Joanes alias Menino Jose Joanes, married to Maria Rosa Piedade Joanes and Maria Purificacao Joanes Fernandes, as their only heirs;

AND WHEREAS prior to her marriage, the said Maria Purificacao Joanes Fernandes, executed a Deed dated 31/12/1930, drawn by the Notary Carlos Caetano D'Souza, at Margao and transferred to the said Menino Jose Leao Joanes, all her right, share and interest whatsoever which was allotted to her in the

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Inacio Fernandes

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Inventory Proceedings held on the death of the said Joaquim Conciecao Joanes and received the full price;

AND WHEREAS the said Menino Jose Leao Joanes and his wife, Maria Rosa Piedade Joanes, for the purpose of selling the said property sub-divided the same at loco into four Plots, and vide Deed of Sale dated 6/6/1994, duly registered in the Office of the Sub-Registrar of Salcete, at Margao, under Registration No.1787, at pages 271 to 299, Book No.I, Volume No.390, dated 24/6/1994, the said Menino Jose Leao Joanes alias Menino Jose Joanes and his wife, Maria Rosa Piedade Joanes sold a Plot designated as Plot C, admeasuring 1473 sq.mts. fully described in the SCHEDULE I below, to THE FIRST PARTY No.1 herein;

AND WHEREAS THE FIRST PARTIES are therefore the absolute and exclusive owners in possession of the said Plot fully described in the SCHEDULE I below, for which they have obtained a separate Survey No.2/4-A of Seraulim Village;

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AND WHEREAS THE FIRST PARTIES
have declared and covenanted unto THE
SECOND PARTY as follows:-

- (a) That they are in lawful owners in
occupation, possession and enjoyment of
the said plot;
- (b) That no person/persons other than
themselves are THE FIRST PARTIES of
the said plot;
- (c) That they have an absolute right to
dispose and/or sell the said plot and/or
deal with it in any manner whatsoever.
- (d) That they have a clear and marketable
title to the said plot;
- (e) That there is no legal bar or impediment
for this transaction and that the said plot
is free from encumbrances, liens and/or
charges.

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Inacio Fernandes

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- (f) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/Requisition had/has been received by and/or served upon THE FIRST PARTIES, regarding the said plot;
- (g) That neither the said plot nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- (h) That neither the said Plot or any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.

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Inacio Fernandes

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- (i) That there is no mundkar or tenant or agricultural tenant or any other type of encumbrance on the said plots or any part thereof;
- (j) That they are fully entitled to enter into this Agreement with THE SECOND PARTY and that they have full right and authority to sign and execute the same.
- (k) That they have not agreed, committed or contracted or entered into any agreement for sale or lease or any other Agreement with third parties in respect of the said plot;

AND WHEREAS THE SECOND PARTY is the son of THE FIRST PARTIES and wishes to start his own real estate business;

AND WHEREAS THE FIRST PARTIES wish to encourage the business potential in their son, and have offered to transfer the Plot described in the SCHEDULE I below to THE

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Inacio Fernandes

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SECOND PARTY and pending the Deed of Transfer have agreed to permit THE SECOND PARTY to construct, at his own cost and expense, in the Plot described in the SCHEDULE I below, subject to the below-mentioned terms and conditions;

AND WHEREAS THE FIRST PARTIES have also agreed that pending the execution of the Deed of Transfer, they shall permit THE SECOND PARTY to develop the said Plot described in the SCHEDULE I below, by constructing therein a building complex, consisting of building and row houses hereinafter referred to as "THE PROPOSED COMPLEX", at the entire costs and expense of THE SECOND PARTY;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. THE FIRST PARTIES agree to transfer to THE SECOND PARTY the Plot admeasuring 1473 sq. mts., presently surveyed under ...10/-

Inacio Fernandes

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Survey No.2/4-A of Seraulim Village, fully described in the SCHEDULE I below, for the consideration enumerated in Clause 3 below;

2. Pending the said transfer, THE FIRST PARTIES permit THE SECOND PARTY to develop the said Plot, by constructing thereon a building complex consisting of building with shops, flats, studios, apartments, garages etc., and row houses;

3. In lieu of the consideration due for the said transfer, THE SECOND PARTY shall pay to THE FIRST PARTIES a total consideration of Rs.10,00,000/-as mentioned in the SCHEDULE II below;

4. Possession of the said Plot fully described in the SCHEDULE I below is hereby handed over by THE FIRST PARTIES to THE SECOND PARTY and THE SECOND PARTY is entitled to enter upon the said Plot, with full right and authority, commence, carry on and complete development thereof, upto the completion of the proposed buildings in all respects and THE FIRST PARTIES hereby give permission to THE SECOND PARTY for such purpose.

João Fernandes
Miles *Holy*



5. On the signing of this Agreement, THE FIRST PARTIES shall execute in favour of THE SECOND PARTY a Power of Attorney authorizing THE SECOND PARTY or his agents to carry out various acts to obtain development permission or other permissions, from the necessary authorities, sign plans, applications etc. in that regard, and to enter into firm commitments or agreements with any prospective purchaser/s and further authorizing him to sell the said Plot or proportionate right in the same and to sign and execute Deed/s of sale, register the same and admit execution thereof; THE FIRST PARTIES shall do all such further acts or execute all such further Power of Attorney/s as required to give THE SECOND PARTY full power;

6. Pending the development, THE SECOND PARTY shall be at liberty and be entitled to sell and/or agree to sell the premises in the proposed complex and/or to enter into any package deal or arrangement for allotment of the premises, at such price and on such terms

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Inacio Fernandes

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W. J. S.



and conditions as THE SECOND PARTY may deem fit and shall also be entitled to receive the monies of such sales/allotment of the premises in the proposed building/s;

7. The stamp duty, registration fees and all other fees, costs, charges and expenses for such Deed or Deed of Conveyance shall be borne by the individual purchasers or by the Cooperative Society, as the case may be. It is expressly provided that THE FIRST PARTIES shall not be liable to pay such stamp duty, registration fees or all other fees, costs, charges or expenses.

8. It is expressly provided that THE SECOND PARTY shall be entitled to charge, mortgage, encumber or offer as security for any loan, any premises in the proposed complex either before or upon completion of construction thereof, provided that THE FIRST PARTIES shall in no event be liable in respect of the repayment of such loan. THE FIRST PARTIES shall fully co-operate with THE SECOND PARTY in the creation of such mortgage, charge or encumbrance including signing all requisite deeds, documents, etc.

Indira Fernandes

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9. THE SECOND PARTY shall be entitled to issue advertisement in newspapers and in other media in respect of sale of the premises in the proposed buildings and to offer them for sale as also to erect such advertisement boards in or upon the said Plot.

10. THE FIRST PARTIES shall, as and when required, by THE SECOND PARTY do all such acts, deeds and things as are required, necessary or expedient for the purpose of developing and constructing the proposed complex including signing applications for grant/renewals of construction licence and plans, and applications to apply or/obtain water/electricity connection as also change in user of land.

11. The development and the construction of the proposed complex shall be at the entire cost, expense and risk and on the entire account of THE SECOND PARTY. THE SECOND PARTY agree that he shall obtain all the requisite renewals of the permissions and

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Jesus Fernandez

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licences required to develop/construct the proposed complex, at his own cost and responsibility, but in the name of THE FIRST PARTIES.

12. THE SECOND PARTY shall be entitled to enter into separate contracts in his own name with the builder, labour contractor(s), architects and other technical and other consultants for carrying out the construction of the proposed complex without any liability to THE FIRST PARTIES.

13. It shall be the sole responsibility of THE SECOND PARTY to deal with and settle any claim of the purchasers of premises in the proposed building at THE SECOND PARTY' costs and expense. However THE FIRST PARTIES shall co-operate with THE SECOND PARTYS fully in the execution of documents to settle such claims.

14. THE FIRST PARTIES shall sign all papers required to be signed for obtaining all approvals for conversion from the Planning

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Inacio Fernandes

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and Development Authority, Deputy Collector, Collector, Panchayat Office and all other Government and Semi-Government offices which THE SECOND PARTY may have to approach or to whom he may have to apply in connection with the development of the said Plot.

15. Any delay in the time frame laid down in this agreement, due to any stay obtained against the development works, by a third Party, from the civil court on the ground of contesting the exclusive title of THE FIRST PARTIES shall be excluded from the time frame.

16. Both the parties are entitled for the specific performance of this Agreement.

SCHEDULE I

ALL THAT PROPERTY known as "ZOINA SANTUGODALEM" alias "FOIT GODOLE" or "JOIT GODOLEM", situated at Seraulim Village of Salcete Taluka and Sub-District, District of

...16/-

Francis Fernandes

Adler

Prady



South Goa, State of Goa, within the jurisdiction of the Village Panchayat of Seraulim, which is admeasuring 1473 sq. mts. and is presently surveyed under Survey No.2/4-A of Seraulim Village, and is BOUNDED on the EAST by the Road, on the WEST by Survey No.2/6, on the NORTH by Survey No.2/4 and on the SOUTH by the nullah.

SCHEDULE II

- a) On the signing of
the Agreement : Rs. 50,000/-
- b) On or before the
15/07/2016 : Rs. 1,00,000/-
- c) On or before the
15/10/2016 : Rs. 1,00,000/-
- d) On or before the
15/01/2017 : Rs. 1,00,000/-
- e) On or before the
15/03/2017 : Rs. 1,00,000/-
- f) On or before the
15/06/2017 : Rs. 1,00,000/-

...17/-

Manic Fernandes

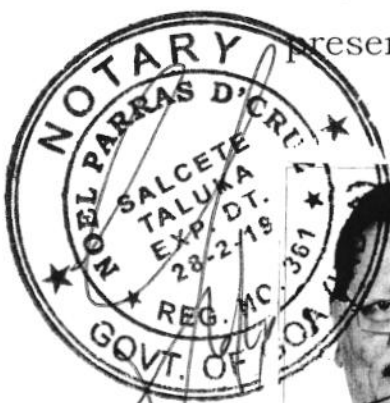
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- g) On or before the
15/10/2017 : Rs. 1,00,000/-
- h) On or before the
15/01/2018 : Rs. 1,00,000/-
- i) On or before the
15/04/2018 : Rs. 1,00,000/-
- j) On or before the
15/07/2018 : Rs. 1,00,000/-
- k) On or before the
15/10/2018 : Rs. 50,000/-

IN WITNESS WHEREOF this Agreement
is made on the day first above mentioned and
the parties hereto have set and affixed their
respective signatures, and photographs in the
presence of Witnesses.



THE FIRST PARTIES:

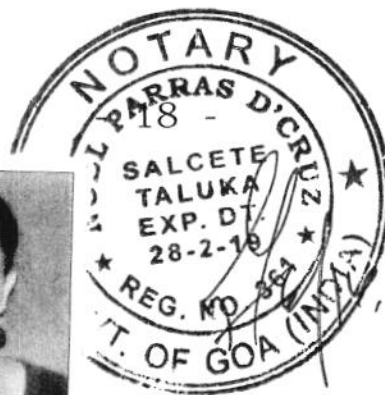
1. *Inacio Fernandes*
(Mr. INACIO FERNANDES)

...18/-

Inacio Fernandes

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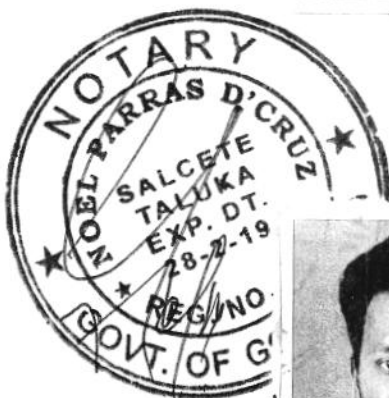




2.

V. Fernandes

(Mrs. VIOLA FERNANDES)



THE SECOND PARTY:

M. Cleston

(Mr. MEVILTON CLESTON
FERNANDES)

WITNESSES:

(M)

1. *Grider. M. Fernandes HNO 2231*
Comba Panicotto Concolim salcete goa
2. *Natividade Boretto HNO 149 colmarod*
Morgao goa

EXECUTED BEFORE ME WHICH I ATTEST

João Fernandes

NOEL PARRAS D'CRUZ
NOTARY
Salcete Taluka (Reg. No. 361)
STATE OF GOA (INDIA)
9326863757 / 9422696557
Reg. No. *BK IV 1945/2016*
Date: *7/6/2016*

V. Fernandes

V. Fernandes

