





**BETWEEN**

**1.MR. WILLIAM GONSALVES**, Married, businessman, 57years of Age, Son of Late Shri. Antonio Gonsalves, Holder of PAN card NO. ADOPG5733D,

**2.MRS. FATIMA MARIA GONSALVES**, Wife of Mr. William Gonsalves, Aged 52 years, House Wife, Both Indian National, Residing at House No. 888, Alto Santa Cruz, Goa, hereinafter called as the "OWNERS", (which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal representatives, administrators, executors, successors and assigns) OF THE ONE PART;

**AND**

**M/S. ALBERT DEVELOPERS**, through its sole proprietor **SHRI. ALBERT ESTEVES**, son of Shri. Jose Salvador Esteves, 47 years of age, married, Indian National, having its registered office at Vollan Engrove, Mercês, Goa, having Pan Card No. AAFPE7995M, residing at house No. 260, Opposite Mercês Church, Firguem Bhat, Mercês, Goa, hereinafter referred to as the PURCHASER/ DEVELOPER (which expression unless hereinafter referred to as the "OWNERS" (which expression shall unless repugnant to the context or

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meaning thereof be deemed to include their heirs,  
legal representatives, administrators, executors,  
successors and assigns) **OF THE ONE PART;**

**WHEREAS,** Domingos Gonsalves Joveniano Joao Sardinha was the owner of two properties namely part of first lot of comunidade of Corlim situated at Corlim, Tiswadi Taluka, Goa, Described in Land Registration Office of Ilhas under no. 18490 of Book B-49 new and also of first lot of comunidade of Corlim situated at Corlim, Tiswadi Taluka, Goa, described in Land Registration office of Ilhas under No. 18491 of Book B-49 new, which property is known as 'CHURCH AREA ' also known as 'COMMUNIDADE DE CORLIM' situated at Corlim, Tiswadi Goa.  
(hereinafter referred to as the said properties).

AND WHEREAS the said properties are surveyed together in the new survey under survey no. 143/1 of Corlim Village.

AND WHEREAS the said Domingos Gonsalves Joveniano Joao Sardinha expired on 27-04-1952.

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leaving behind wife Maria Regina Divina Soares and two sons namely Joaquim Francisco Joao Socorro Cruz Sardinha and Antonio Xavier Sardinha.

WHEREAS, after the death of said Domingos Gonsalves Joveniano Joao Sardinha, his wife Maria Regina Divina Soares filed inventory proceeding No. 10672/1952 in the Court of Civil Judge of Ilhas at Panaji to partition his assets and in the said inventory Proceeding the said properties were listed under item Nos.2 and 3 and were allotted  $\frac{1}{2}$  to his one son Joaquim Francisco Joao Socorro Cruz Sardinha and  $\frac{1}{2}$  to his other son Antonio Xavier Sardinha and the allotments made in the said Inventory Proceeding were confirmed and made absolute by order dated 03-03-1953.

AND WHEREAS the said Joaquim Francisco Joao Socorro Cruz Sardinha and his wife Margarida Arez Sardinha filed special civil suit no. 184/1980/A in the court of civil Judge Senior Division at Panaji against his brother the said Antonio Xavier Sardinha to Partition common properties belonging to them and in the said suit a commissioner was appointed by the



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court to divide the common properties and the said commissioner divided the said properties into 4 plots identified by letters A,B,C and D admeasuring 3294, 3294, 2020 and 2020 sq.mts. respectively and as per Final Decree dated 17-10-1981 passed in the said suit Plot B, admeasuring 3294 sq.mts. and plot D admeasuring 2020 sq.mts of the said properties were allotted to said Mr. Antonio Xavier Sardinha.

AND WHEREAS, Mr. Antonio Xavier Sardinha is married to Mrs. Dorina Maria Olivia De Sardinha, under the regime of communion of assets and therefore, the said Mrs. Dorina Maria Olivia De Sardinha has also acquired right to the said plots B and D of the said properties.

AND WHEREAS, vide Deed of Sale dated 13/12/2012, registered under no. PNJ-BK1-03240-2012, CD no. PNJD19 dated 13/12/2012, the said Mr. Antonio Xavier Sardinha along with Mrs. Dorina Maria Olivia De Sardinha, sold the said plot D to one Mr. William Gonsalves, the Vendor no. 1 herein.

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AND WHEREAS, the MR. WILLIAM GONSALVES is married to MRS. FATIMA MARIA GONSALVES, under the regime of communion of assets.

AND WHEREAS the vendors have now agreed to sell to the purchaser the said plot D admeasuring 2020 sq.mts forming part of the first lot of Comunidade of Corlim, presently surveyed under no. 143/1-C of Village Corlim, described in Land Registration Office of Ilhas under No. 18490 of Book B -49 new and also of first lot of comunidade of Corlim, described in Land Registration Office of Ilhas 18491 of Book B-49 new known as 'CHURCH AREA ' also known as '**COMMUNIDADE DE CORLIM**' situated at Corlim, Tiswadi Goa, which plot is hereinafter referred to as the "**SAID PLOT**".

AND WHEREAS, the "SAID PLOT" was subsequently partition vide Order of the Dy. Collector dated 3/7/2014, in the Partition Proceeding bearing no. LND/PART/256/2013, wherein the said plot was allotted survey no. 143/1-C of Village Corlim, Tiswadi.

AND WHEREAS the PURCHASER herein has approached the OWNERS and has proposed that it shall purchase

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from them the "SAID PLOT" in order to develop the same by constructing thereon a building/s comprising of residential flats.

AND WHEREAS the PURCHASER has accordingly, proposed to the OWNERS herein that it shall purchase from them, the "SAID PLOT" for a total consideration amount of Rs.75,00,000/- (Rupees Seventy Five Lakhs only) in the manner as stipulated hereinafter.

AND WHEREAS the OWNERS have agreed to the said proposal of the PURCHASER and have agreed to sell to the PURCHASER the "SAID PLOT" for the aforesaid consideration and subject to the terms and conditions as set out hereinafter.



NOW THIS M.O.U WITNESSES AS UNDER:

- 1) That in consideration of the amount of Rs.75,00,000/- (Rupees Seventy Five Lakhs only) and the subject to the terms and conditions hereafter appearing the Owners/ Vendors as the lawful and exclusive owners of the said plot

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described in detail in the schedule hereafter written do hereby agree to sell the SAID PLOT to the Purchaser/ Developer-free from all the encumbrances whatsoever.

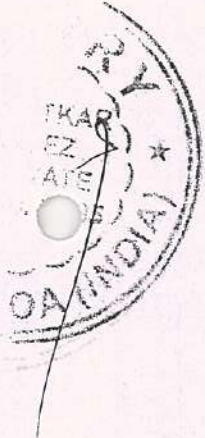
2) That the stipulated monetary consideration of Rs. Rs.75,00,000/- (Rupees Seventy Five Lakhs only) has been paid by the Purchaser/ developer to Vendors as follows.

a) Rs.70,00,000/- (Rupees Seventy Lakhs only) is paid by the Purchaser to the Vendors, the receipt of which is admitted and acknowledged by the Vendors.

b) Rs. 5,00,000/- (Rupees Five Lakhs only), shall be paid at the time of execution of Deed of Sale.

3) The Owners do hereby assure the Purchaser/ Developer about their marketability of title to the plot described in Schedule I hereunder and do hereby agree to deliver to the Purchaser/ Developer all their title documents as required by the Purchaser/ Developer for ascertaining the title of the Owners.

4) The Purchaser/ developer has verified and checked the marketability of the title with the Advocate and is satisfied with the same



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5) Upon the execution of the agreement, the Purchaser/ Developer shall be entitled to put up a hoarding on the said property displaying the layout of the proposed development and the other particulars at the discretion of the Purchaser / Developer.

6) The Owner/ Vendor Party shall make out a marketable title to the SAID PLOT hereby agreed to be sold free from all reasonable doubts and shall at their own costs and expenses get cleared all the outstanding dues and clear all the defects in the title and all the encumbrances and claims on or to the said plot including all the claims by way of taxes, sale, mortgage, exchange, gifts, trust, inheritance, possession, easement, lease, lien or otherwise howsoever.



7) It is specifically agreed by and between the Owners and the Purchaser/ Developer as under:-

a) Upon the execution of this agreement the Purchaser/ Developer shall be at liberty to prepare plans for the development of the said plot and get the same approved from the appropriate authorities under the Town and Country Planning Act and for the said purpose to appoint Architects, Surveyors and other agents and upon obtaining the necessary

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permissions and approvals the Purchaser/ Developer shall be at liberty to submit the plans to the Village Panchayat of Corlim, for approval and for that purpose the Purchaser/ Developer shall be at liberty to appoint Architects and Engineers of his own choice and at his own cost and expense.

- b) It is specifically agreed by and between the parties that a Power of Attorney shall be given by the Owners and the to the Purchaser/ Developer for doing all the acts, deeds and things with respect to the said property and also to sign and execute the Deed of Sale or Agreement of Sale, Agreement of Assignment of Rights of the built-up units/ Row House, Villas, Apartments.

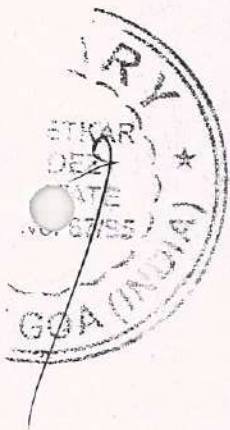
- c) All the cost, charges, expenses incurred or to be incurred for the preparation and getting the said approval of the plan shall be at the expense of the Purchaser/ Developer.

- d) The Purchaser/ Developer shall have the liberty to amalgamate the said plot with any adjoining plots/ parts thereof at his own discretion without any interference from and or reference to the Owner/ Vendor.

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e) The Purchaser/ Developer is hereby authorized to enter upon the said plot and do all that is required for the development, demarcate, the same at site, lay roads and gutters, obtain electricity, water and sewage connections construct building in the said plot and in accordance with the plans to be sanctioned by the appropriate authorities and sell the built up units/ Row Houses/ Villas Apartments in the said plot on such term and conditions as the Purchaser may deem fit without any reference to the Owner/ Vendor.

f) It is agreed by the Owner/ Vendor and the Assignor/ Confirming Party that the Owner/ Vendor shall at the cost of the Purchaser/ Developer execute Deed of Sale concerning the plot in favour of the Purchaser/ developer or its nominee or Housing Society at the cost of the Purchaser/ Developer.

g) The Assignor/ Confirming Party alongwith the Owner/ Vendor shall at the time of completion of the sale deliver to the Purchaser/ develop or the nominees all the original documents of the title of the Owner/ Vendor, which exclusively relate to the said property agreed to be sold hereunder



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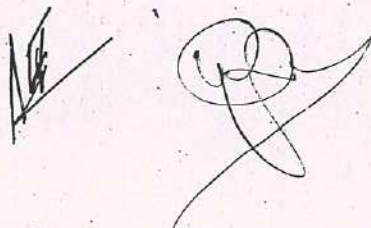
8) The Purchaser/ developer is hereby authorized to enter upon the said plot and do all that is required for development, demarcate the same at site, lay roads and gutters, obtain electricity, water and sewage connections, construct building in the said plot in accordance with the plans sanctioned by the appropriate authorities and sell the built up units/ Row Villas/ Apartments/ flats in the said plot on such terms and conditions as the Purchaser/ developer may deem fit.

9) The Purchaser/ Developer hereby assures that:-

a) They shall not use the name of the Vendor/ Owner for any publication/ marketing of the said project.

b) The Purchaser/ Developer shall be solely responsible for the Development and construction of the project and he shall be solely responsible towards his customers for all his acts and deeds.

10) The Owner/ vendor hereby state and assure the Purchaser that no notice under the Land Acquisition Act or the Town and Country Planning Act has been issued against, received by or served upon them in respect of the said plot hereby agreed to be sold and if any such notice is issued, received or served before the completion of sale but, after this date it shall not be the liability of the Owner/ Vendor though Owner/





Vendor shall co-operate with the Purchaser/ Developer to get the property regularized for development.

11) The Owner/ Vendor do hereby declare that they are the lawful and exclusive owners of the said plot free from all encumbrances and charges whatsoever and their title to the said plot is clear and marketable, which is verified by the Purchaser/ Developer.

12) In the event of any dispute concerning the terms of this Agreement the parties hereto agree to refer the matter to an Arbitrator under the provisions of the Arbitration and Reconciliation Act.

13) The parties herein shall also be bound by the Specific Performance of the Contract.

14) Possession of the said plot is not delivered to the Purchaser/ Developer on this date.

15) The present market value of the said plot is Rs.75,00,000/- (Rupees Seventy Five Lakhs only) and as such any expenses at the time of execution of the Deed of Sale shall be borne by the Purchaser/ Developer.

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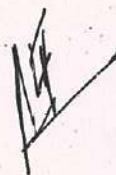



24. The parties shall be entitled to the specific performance of this Agreement.

#### SCHEDULE - I

##### (Description of the SAID PLOT)

All that said plot D admeasuring 2020 sq.mts forming part of the first lot of Comunidade of Corlim, presently surveyed under no. 143/1-C of Village Corlim, described in Land Registration Office of Ilhas under No. 18490 of Book B -49 new and also of first lot of comunidade of Corlim, described in Land Registration Office of Ilhas 18491 of Book B-49 new known as 'CHURCH AREA ' also known as 'COMMUNIDADE DE CORLIM' situated at Corlim, Tiswadi Goa, delineated in the red colour in the plan annexed herewith and bounded as under:-

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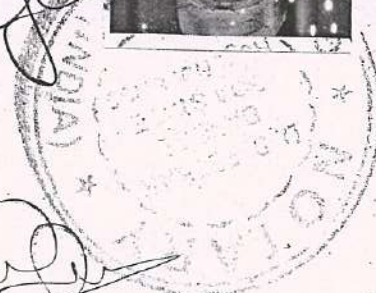


IN WITNESS WHEREOF the parties hereto have set their  
hands on the day and year first hereinabove  
mentioned.

SIGNED AND DELIVERED

by the within named OWNER NO.1

MR. WILLIAM GONSALVES



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(RIGHT HAND)



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SIGNED AND DELIVERED

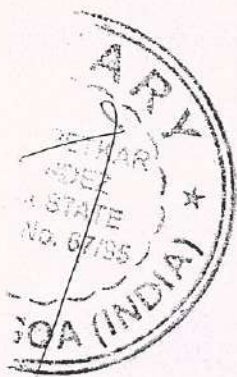
by the within named OWNER NO.2

MRS. FATIMA MARIA GONSALVES.

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SIGNED AND DELIVERED

by the within named PURCHASER

M/S. ALBERT DEVELOPERS,

through its sole proprietor

SHRI. ALBERT ESTEVES.



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In the presence of Witnesses

1. Ashish Khandekar
2. Maria D'Silva

Alex

Maria

Executed before me  
At Mapusa on 21/12/2012

D. S. PETKAR  
B.A., L.L.B.

NOTARY, REG. NO. 67/95  
SI. NO. 30329/2012

D. S. ESTEVES

Albert

Mapusa

