OZ SEP GIZENSKEDIOZ

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD PANAJI, GOA 463 001

0-5/STP(V)/CR./35/8/2006-RD(PART-III)

COURS (156294 TELL 2523 TYTE

R. 2000000/- PB6818

Name of Purchaser ISPANYA LUXURY REALTY FOUR LLP





Fr. No. 2021-13RZ-706

DEED OF SALE



Authorised Signatory

CRUREN TUDO BANK LTD
E-320, BUA DE DUREM
POMATI, 50A 483 901

D-5/STP(V)(CAL)35/8/2006-RD(PART-III)



Name of Purchaser\_ ISPRAVA LUXURY REACTY FOUR LIP



### DEED OF SALE

THIS DEED OF SALE is executed at Mapusa, Goa, on this 16th day of February of the year 2021.

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Power

#### BETWEEN

1.	MR. FRANKY ALEX GOME	S, son of Alex Francis Gomes,	83 years of age,
	widower, Indian National, has	ving PAN Card bearing no.	, Aadhaar
	Card bearing no	Ph.	Email ID:
		resident of 4, Sharda Apartme	nts Opp. Swapna
	Flats, Jivan Deep Circle, Tha	itej, Ahmedabad, Gujarat-380054;	
2.	MRS.PHILOMENA JACOB	CHERIYAN, daughter of Franky	Alex Gomes, 51
	years of age, married, Ir	ndian National, having PAN C	ard bearing no.
	, Aadhaar Car	d bearing no. , Ph	i.
	Email ID:	and her husband	
3.	MR.JACOB AMBATTU CHE	RIYAN, son of Ambattu Cheriyar	ı, 58 years of age,
	married, Indian National, have	ring PAN Card bearing no.	, Aadhaar
STATE OF THE PARTY	Card bearing no.	, Ph.:+	Email ID:
iso in	Ahmedabad, Gujarat-380054	oula Apartments, Near Grand Bi ; OMES, son of Franky Alex Gome	
	bachelor, Indian National, ha	ving PAN Card bearing no.	Aadhaar
	Card bearing no.	i, Ph.:	Email ID:
		and resident of 4, Sharda	Apartments Opp.
	Swapna Flats, Jivan Deep C	ircle, Thaltej, Ahmedabad, Gujara	at-380054;
5.	MR. DAVID FRANKY GON	IES, son of Franky Alex Gome	s, 48 years of age,
	married, Indian National, ha	ving PAN Card bearing no.	, Aadhaar
	Card bearing no.	, Ph.	Email ID:
		, and his wife	
6.	MRS. ROWENA DAVID G	OMES, daughter of Cajetan Ar	nthony Misquitta, 37
	years of age, married,	Indian National, having P	AN Card bearing
	no./ Aadhaa	r Card bearing no.	, Ph.:
	, Email ID:		
	1000		0.15

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Both	residing	at	of	A-1103,	Malabar	County	2,	Behind	Nirma	University,
Chha	radi, Ahm	eda	bac	. Guiarat	-382470.					

- MRS.CATHERINE MASCARENHAS ALIAS MARIA PIEDADE CATARINA
  BARRETO, daughter of Remedios Barreto, 67 years of age, widow, Indian
  National, having PAN Card bearing no Aadhaar Card bearing
  no , Ph. , Email ID:
  and resident of 1<sup>st</sup> floor, C-3, Kavlekar Apartments, Khorlim, Mapusa, Bardez-Goa-403 507.
- 8. MRS.FATIMA MASCARENHAS ALIAS FATIMA LOBO, daughter of Michael
  Mascarenhas, 44 years of age, married, Indian National, having PAN Card
  bearing no ..., Aadhaar Card bearing no ..., Ph.:
- MR.AJOY SAVIO LOBO ALIAS AJOY AGNELLO LOBO ALIAS AJOY LOBO, son of Agnello Lobo, 50 years of age, married, Indian National, having PAN Card bearing no. , Aadhaar Card bearing no , Ph.:

; and her husband

, Email ID:

Email ID:

Both residents of Kismet, 173 Aframent Wadi, Siolim, Bardez-Goa-403 517.

MR.CORNEL ATHANASIUS AZAVEDO, son of David Crescent Azavedo, 43

years of age, married, Indian National, having PAN Card bearing no.

; Aadhaar Card bearing no.

, Ph.:

Email ID: ; and his wife

MRS.FATIMA RODRIGUES ALIAS FATIMA AZAVEDO, daughter of Antonio Rodrigues, 36 years of age, married, Indian National, having PAN Card bearing no. , Aadhaar Card bearing no. , Ph.:

. Email ID:

Both residents of Villa Azavedo, St. Jerome Vaddo, Duler, Mapusa, Bardez, Goa-403507.

 MR.SAVIO DAVID AZAVEDO ALIAS SAVIO MATHEW AZAVEDO ALIAS SAVIO AZAVEDO, son of David Crescent Azavedo, 33 years of age, married, Indian National, having PAN Card bearing no.

Aadhaar Card

Biomis.

Romano



and his wife

MRS.ZENILDA FERNANDES, daughter of Zeferino Peter Fernandes, 29 years
of age, married, Indian National, having PAN Card bearing no.
Addhaar Card bearing no. Ph.: , Email ID:

Both residents of Villa Azavedo, St. Jerome Vaddo, Duler, Mapusa, Bardez, Goa-403507.

14. MRS.MARIA APOLONIA MASCARENHAS ALIAS MARIA APOLIN
MASCARENHAS, daughter of Tomas Lorenco Mascarenhas, 61 years of age,
widow, Indian National, having PAN Card bearing no Aadhaar
Card bearing no , Ph.: Email ID:

15. MR.ANGELO MASCARENHAS, son of Anthony Narayan Mascarenhas, 33
years of age, bachelor, Indian National, having PAN Card bearing
, Aadhaar Card bearing no i, Ph.:
, Email ID:

and his wife

MRS.LORAIN MAGDALENA FERNANDES, daughter of Filipe Fernandes, 31 years of age, married, Indian National, having PAN Card bearing no.

 Aadhaar Card bearing no.
 Ph.:

Email ID:

All residents of Flat no.C-3, Kavlekar Apartments, Khorlim, Mapusa, Bardez, Goa-403507.

hereinafter referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, legal representatives, successors, executors,



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administrators, transferee(s), beneficiary(ies), legatee(s), nominees and permitted assigns) of the FIRST PART;

#### AND

ISPRAVA LUXURY REALTY FOUR LLP, a Limited Liability Partnership, bearing LLP Identification No.AAO-0760. PAN Card bearing Email ID: . Ph.: and having its registered office at First Floor, 42A, Impression House, G. D. Ambekar Marg, Wadala, Mumbai-400031, represented herein by its Constituted Attorney MR. RISHIKESH SAHEBRAO GHODESWAR, son of Sahebrao Ghodeswar, bachelor, 22 years of age, Service, Indian National, having PAN Card bearing no. Aadhaar Card bearing no. and resident of Room no. 429, Janata Colony, Worli Village, Mumbal-400030, duly authorised vide LLP Resolution dated 09.02.2021 and Power of Attorney dated 16.02.2021, executed before Notary Mr. R. K. Gupta and registered under no.495, referred to as the "PURCHASER" (which expression shall unless it be to the context or meaning thereof shall mean and include the partners or for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and their or his assigns) of the SECOND PART.

The Vendors at Serial nos.1, 2, 3 and 4 are represented herein through their Constituted Attorneys Mr. David Franky Gomes and Mrs. Rowena David Gomes, duly appointed vide Power of Attorney dated 05.09.2020 executed before the Sub Registrar of S.R.O-Ahmedabad-9, Bhopal (Gujarat) and registered under serial no.5247 of Book No.1 dated 06/09/2013.

The Vendors at Serial nos. 7, 8, 9, 10, 11, 12, and 14 are represented herein through their Constituted Attorney Mr. David Franky Gomes duly appointed vide Power of Attorney dated 01.10.2015 executed before Notary Mr. A. B. Sawkar and registered under no. 775/2015.

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The Vendors at Serial nos.13 is represented herein through their Constituted Attorney Mr. David Franky Gomes duly appointed vide Power of Attorney dated 03.02.2016 executed before Notary Mr. Benedict D. Nazareth and registered under no.45/2016.

The Vendors at Serial nos.15 and 16 are represented herein through their Constituted Attorney Mr.David Franky Gomes duly appointed vide Power of Attorney dated 08.08.2016 executed before Notary Mr. A. B. Sawkar and registered under no.469/2016.

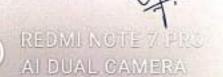
The Vendors at Serial no.17 is represented herein through their Constituted Attorney Mr. David Franky Gomes duly appointed vide Power of Attorney dated 15.05.2018 executed before Notary Mr.Benedict D. Nazareth and registered under no.138/2018.

The VENDORS and the PURCHASER are, wherever the context so requires, hereinafter "Ribividually referred to as "Party" and collectively as "the Parties")

WHEREAS:

An The Vendors have represented to the Purchaser as follows:

- 1. One Father Ambrosio Francisco de Souza was originally the owner of 1/3<sup>rd</sup> of the property known as "Gorbata", which is described in the Certificate of Land Description and Endorsement under no.37176, drawn at folio 115 reverse of Book B-95(N) of the Land Registration Records of Bardez and preserved in the Directorate of Archives and Archaeology, Panjim. The name of the said Father Ambrosio Francisco de Souza was inscribed under Certificate of Land Inscription No.32738 drawn at folio no.74 reverse and partly at folio no.75 of Book G-37 of the Land Registration Records of Bardez and preserved in the Directorate of Archives and Archaeology, Panjim, as the same was gifted to him by his blood brother Father Manuel Celestino de Souza, vide Deed dated 16.05.1915, drawn up at folio 39 reverse of Book No.283 of Notary Public Pinto de Menezes of Judicial Division of Mapusa.
- Pursuant thereto, by virtue of a Public Will dated 04.06.1925 drawn before
   Notary Public Caridade Frias, the said Father Ambrosio Francisco de Souza



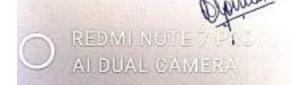


bequeathed the ownership of the said fraction to one Cipriano de Cunha Gomes and lifetime usufruct to one Maria Magdalena Lobo, which usufruct was consolidated with ownership upon her death. The name of the said Cipriano de Cunha Gomes was inscribed in the Certificate of Land Inscription No.32739 drawn at folio no.75 and partly at folio no.75 reverse of Book G-37 of the Land Registration Records of Bardez and preserved in the Directorate of Archives and Archaeology, Panjim, as he was declared as the sole heir of the said Father Ambrosio Francisco de Souza, vide Order dated 14.07.1926.

The said Cipriano de Cunha Gomes, vide Deed dated 18.08.1945 drawn up at Folio 81 of Book 503 of Notary Public Pinto de Menezes of the Judicial Division of Mapusa, purchased the other 1/3<sup>rd</sup> part of the property described under no.37176 at folio nos.115 reverse of Book B-95(N) from one Maria Luisa Conceicao Zelia Adalgiza de Souza alias Zelia de Souza and her husband Artur Saldanha. Pursuant thereto the name of Cipriano de Cunha Gomes was inscribed in the Certificate of Land Inscription No.33506 drawn at folio no.4 reverse of Book G-38 of the Land Registration Records of Bardez and preserved in the Directorate of Archives and Archaeology, Panjim.

The names of the said Cipriano da Cunha Gomes and Zelia de Souza were recorded as the Owners in the Auto de Demarcacao (i.e. Proceedings of Demarcation) and in the Numerial Index of Village Cunchelim, with respect to Old Cadastral no.540.

- 5. In the Registo Do Agrimensor (Registration of the Land Surveyor) of Village Cunchelim with respect to Old Cadastral no.540, the names of Cipriano da Cunha Gomes and Maria Leopoldina da Cunha Gomes and Zelia de Souza were recorded as the Landowners therein.
- 6. Vide Deed of Sale and Discharge of Price dated 15.09.1945 drawn up partly at folio no.92, folio no.92 reverse, folio no.93, 93 reverse and partly at folio no.94 of Book No.451 of the year 1945 before Notary Public of Bardez, Tabeliao G. Lobo and preserved in the Directorate of Archives and Archaeology, Panjim, the said Cipriano da Cunha Gomes and his wife Alda Cleria Milena Rangel da





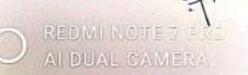
Cunha Gomes as party of the "First Part" sold to Caridade de Souza as party of the "Second Part", the coconut grove property known as "Gorbata", which is described under no.37176, for consideration and on the terms and conditions recorded therein.

- 7. Thereafter, the name of the said Caridade de Souza was inscribed in the Certificate of Land Inscription No.33667 drawn at folio no.28 reverse and partly at folio no.29 of BookG-38 of the Land Registration Records of Bardez and preserved in the Directorate of Archives and Archaeology, Panjim.
- 8. The property known as "GORBATA", described in the Land Registration Office under no.37176, enrolled in the Taluka Revenue Office of Bardez for Matriz under no.723 of the Third Circumscription, bearing Old Cadastral no. 540, situated at Cunchelim at Mapusa, District of North Goa, State of Goa, shall hereinafter be referred to as the "Said Entire Property".

Pursuant to the demise of the said Caridade de Souza, in the year 1951, his wife Maria Rosaria Fernandes initiated Inventory Partition Proceedings with Minors bearing no.20827 before the Court of Judicature of the Judicial Division of Bardez, for partition of the estate of the deceased.

- In the said Inventory Proceedings, it is recorded that :
  - a. the said Caridade de Souza expired, leaving behind as his widow and molety holder/half sharer the said Maria Rosaria Fernandes. Since, he had neither descendants nor ascendants, he left his assets to the following brothers and sisters and their descendants:
    - Esperanca de Souza, widow of one Gregorio Branganza;
    - ii. Apolonia de Souza and her husband Paulo Fernandes;
    - The following children of Late Caetano de Souza and his wife Late Maria Felcia Fernandes;
      - a. Manuel de Souza
      - b. Joao Xavier de Souza
      - c. Verodiana de Souza

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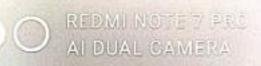


- iv. The following children of Late Maria Cristalina de Souza and her husband Late Vitorino Mascarenhas:
  - a. Tome Lourenco Mascarenhas and his wife Isabel Fernandes
  - Francisco Mascarenhas alias Antonio Fernandes Mascarenhas and his wife Sebastiana Fernandes
  - C. Xavier Mascarenhas alias Antonio Xavier Mascarenhas and his wife
     Maria Francisca de Souza alias Maria Rosaria de Souza
  - d. Rosalina Albertina Mascarenhas and her husband Roberto Sequeira
- Late Piedade Mascarenhas and her husband Calisto Fernandes and their following children;
  - aa, Maria Santana Fernandes (minor)
  - bb. Mary Fernandes (minor)
- v. The following children of Late Maria Angelica de Souza and her husband Paulo Fernandes;
  - a. Isabel Fernandes and her husband Thomas Lourenco Mascarenhas
  - b. Remetina Fernandes and her husband Vitorino de Souza
  - Piedade Fernandes and her husband Inacio Santana Mascarenhas
  - d. Late Luciana Fernandes and her husband Pedro Sebastiao Fernandes and their following children:
    - aa. Claudina Fernandes(minor)
    - bb. Xavierinho Fernandes(minor)
- b. In the Description of assets, the Said Entire Property was listed at Item No.10. Although, the description number of the Said Entire Property was not typed correctly, the same tallies with the boundaries mentioned in the Certificate of Description bearing no.37176.
- c. In the Chart of Partition, the assets described in the said Inventory Proceedings were divided into two equal parts. One part was allotted to the said Maria Rosaria Fernandes and the other part was further divided into five parts and allotted to the other Interested Parties in proportion of their respective shares.



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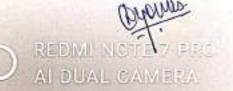




- d. Vide Allotment of Assets dated 10.11.1952, the Said Entire Property was allotted to Apolonia de Souza and her husband Paulo Fernandes. The usufruct of the Said Entire Property belonged to the said Maria Rosaria Fernandes.
- 11. Vide Public Will dated 01.09.1958 drawn up at folio no.5 reverse onwards of Book No.51 of Deed of Wills in the office of the Civil Registrar cum Sub-Registrar and Notary Ex-Officio of the Judicial Division of Bardez, the said Apolonia de Souza bequeathed her share in the Said Entire Property to Tomas Lourenco Mascarenhas, as she had no ascendants nor descendants.
- The said Tomas Lourenco Mascarenhas was married to one Esabela D'Souza.
- 13. As per the Certificate dated 19.11.2020 issued by the Mr. Mohandas P. Kambli issued by the Ex-Inspector of Surveys and Land Records, the Old Cadastral Survey no.540 corresponds to Survey no.72 sub-division no.15 of Village Durichelim, Bardez Taluka, Goa.

As per the Certificate dated 04.01.2021 issued by the Mr. Domiana Nazareth issued by the Superintendent of Surveys and Land Records, the Old Cadastral Survey no.540 (part) corresponds to P.T.Sheet no.9, Survey no.72 sub-division no.15 of Village Cunchelim, Bardez Taluka, Goa.

- 15. In the Area Book of Village Cunchelim, with respect to survey no.72 subdivision no.15 issued by the Directorate of Land Survey, Panaji, the name of Esabela D'Souza is recorded therein as the Owner of the same, which was confirmed vide Order dated 11.01.1988 passed by the Inspector of Cadestral Survey/Survey and Settlement Officer/Enquiry Officer, City Survey, Mapusa.
- 16. The property known as "GORBATA", described in the Land Registration Office under no.37176, enrolled in the Taluka Revenue Office of Bardez for Matriz under no.723 of the Third Circumscription, bearing Old Cadastral no. 540 and







surveyed in the City Survey Mapusa under no.72 sub-division no.15 of P.T. Sheet No.9 Chalta no.72/15, aggregately admeasuring approximately 5600 sq. mts., situated at Cunchelim at Mapusa, within the jurisdiction of Mapusa Municipal Council, within the Registration Sub-District of Bardez of the District of North Goa, State of Goa, shall hereinafter be referred to as the "Said Property", which Property is more particularly described in the Schedule I hereunder written to this Deed of Sale

17. Pursuant to the demise of the said Thomas Laurence Mascarenhas alias Thomas L. Mascarenhas alias Thomas Mascarenhas and his wife Isabela Mascarenhas alias Esabella Mascarenhas alias Isabel Fernandes alias Isabel Mascarenhas alias Esabela D'Souza, Inventory Proceedings bearing no.199/2013/B were initiated before the Court of the Civil Judge and Senior Division at Mapusa, Goa by one David Franky Gomes.

In the Statement of Oath of the Cabeca de Casal (Head of the Family) dated 4.07.2014 filed in the aforementioned Inventory Proceedings, it is recorded that

- i. The said Thomas Laurence Mascarenhas alias Thomas L. Mascarenhas alias Thomas Mascarenhas expired on 04.03.1988 and his wife Isabela Mascarenhas alias Esabella Mascarenhas alias Isabel Fernandes alias Isabel Mascarenhas alias Esabela D'Souza expired on 31.12.1993, without any will or other disposition of their last wish, leaving behind as their sole and universal heirs, their following children:
  - Maria Christina Mascarenhas alias Christina Franky Gomes married to Franky Alex Gomes,
  - b. Micael Macario Mascarenhas married to Catherine Mascarenhas,
- Rofina Mascarenhas married to Crescent David Azavedo alias David Azavedo,
- d. Maria Apolonia Mascarenhas married to Mukund N. Raikar

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- ii. The said Maria Christina Mascarenhas alias Christina Franky Gomes expired on 25.02.2002, leaving behind her widower, half sharer and molety holder Franky Alex Gomes and as her sole and universal heirs, the following children:
  - a. Philomena Jacob Cheriyan married to Jacob Cheriyan,
  - b. Florence Franky Gomes (bachelor),
  - c. David Franky Gomes married to Rowena David Gomes.
- iii. The aforesaid Micael Macario Mascarenhas alias Michael Macario Mascarenhas expired, leaving behind his widow, half sharer and moiety holder Catherine Mascrenhas alias Maria Piedade Catarina Barreto and as his sole and universal heir his only child namely:
  - Fatima Mascarenhas alias Fatima Lobo married to Ajoy Lobo alias Ajoy
     Agnello Lobo

iv. The said David Azavedo expired, leaving behind his widow, half sharer and moiety holder Rofina Mascarenhas and as his sole and universal heirs, the following children:

- a. Nelson David Azavedo married to Fatima Azavedo
- b. Savio Mathew Azavedo (Bachelor)
- 19. In the Additional Statement of Oath of the Cabeca de Casal (Head of the Family) dated 03.08,2013 filed in the aforementioned Inventory Proceedings, it is recorded that:
  - a. The said Rofina Mascarenhas alias Maria Natalia Rofina Azavedo subsequently expired on 03.08.2013, in the status of a widow as her husband Crescent David Azavedo alias David Azavedo had predeceased her, without leaving any will or other disposition of her last wish, leaving behind as her sole and universal heirs, the following children:
    - ii. Nelson David Azavedo married to Fatima Rodrigues alias Fatima Azavedo



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- iii. Savio Mathew Azavedo (Bachelor)
- b. The following corrections/rectifications were made to the Statement of Oath of the Cabeca de Casal (Head of the Family) dated 24.07.2014:
  - The correct name of Ajoy Savio Lobo was Ajoy Savio Lobo alias Ajoy Agnello Lobo;
  - Rofina Mascarenhas was also known as Maria Natalia Rofina Azavedo;
  - The correct name of Nelson David Azavedo was Cornel Athanasius Azavedo;
  - The correct name of Fatima Rodrigues was Fatima Rodrigues alias Fatima Azavedo;
  - v. The correct name of Savio Mathew Azavedo was Savio David Azavedo;
- Mukund Narayan Raikar had changed his name to Anthony Narayan Mascarenhas, under the Goa Change of Name and Surname Act, 1990 (Act 8 of 1990)

Vide Power of Attorney dated 05.09.2013 duly executed before the Sub-Registrar of S.R.O-Ahmedabad-9, Bhopal (Gujarat) under serial no.5247 of Book No.1 dated 06/09/2013, the said 1.Franky Alex Gomes, 2.Philomena Jacob Cheriyan, 3.Jacob Ambattu Cheriyan alias Jacob Cheriyan, 4.Florence Franky Gomes appointed David Franky Gomes and Rowena David Gomes, as their Constituted Attorneys, which included powers to sell the Said Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.

21. Vide of the Power of Attorney dated 07.09.2013 duly executed before the Sub-Registrar of S.R.O-Ahmedabad-9, Bhopal (Gujarat) under serial no.5252 of Book No.1 dated 07/09/2013, the said Rowena David Gomes appointed David Franky Gomes as her Attorney, which included powers to sell the Said Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.

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- In the Description of Assets dated 10.06.2015 filed in the aforesaid Inventory Proceedings, the Said Property was listed as Item No.14.
- 23. Vide Power of Attorney dated 01.10.2015 duly executed before Notary Mr. A. B. Sawkar and registered under no. 775/2015, the said 1.Catherine Mascarenhas alias Maria Piedade Catarina Barreto, 2.Fatima Mascarenhas alias Fatima Lobo, 3.Ajoy Savio Lobo alias Ajoy Agnello Lobo, 4.Cornel Athanasius Azavedo, 5.Fatima Rodrigues alias Fatima Azavedo, 6.Savio Mathew Azavedo, 7.Maria Apolonia Mascarenhas, 8.Anthony Narayan Mascarenhas, appointed David Franky Gomes as their Attorney, which included powers to sell the Said Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.
- 24. Vide Agreement of Family Settlement dated 01.10.2015 executed before Notary Mr. A. B. Sawkar at Mapusa and registered under no.774/2015, by 1.Mr. Franky Alex Gomes, 2.Mrs.Philomena Jacob Cheriyan and her husband 3.Mr Jacob Ambattu Cheriyan, 4.Mr.Florence Franky Gomes (Bachelor), 5 Mr.David Franky Gomes and his wife 6.Mrs. Rowena David Gomes as the Parties of the First Part and 1.Mrs. Catherine Mascarenhas alias Maria Piedade Catarina Barreto, 2.Mrs.Fatima Mascarenhas alias Fatima Lobo And her husband 3.Mr. Ajoy Savio Lobo, as the Parties of the Second Part, 1. Mr. Cornel Athanasius Azavedo and his wife 2. Mrs.Fatima Rodrigues Alias Fatima Azavedo, 3.Mr.Savio David Azavedo alias Savio Mathew Azavedo alias Savio Azavedo, as the Parties of the Third Part, and 1.Mrs.Maria Applonia Mascarenhas alias Maria Apolin Mascarenhas and 2.Mr. Anthony Narayan Mascarenhas, as the Parties of the Fourth Part. Under the said Agreement of Family Settlement dated 01.10.2015, it was mutually agreed that the parties will not to proceed with the auction (licitation) in the aforementioned Inventory Proceedings and instead proceed with the allotment of the properties as per the respective shares of the parties.

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- 25. Subsequently, Terms of Settlement/Compromise dated 16.10.2015 were filed in the aforesaid inventory Proceedings by all the Interested Parties, wherein it was multually agreed that:
  - a. The share of Maria Christina Mascarenhas alias Christina Franky Gomes be divided into two equal parts. One part or half to Mr. Franky Alex Gomes and the other half be sub-divided into three part amongst the following three heirs:
    - i. Philomena Jacob Cherlyan married to Jacob Cherlyan,
    - ii. Florence Franky Gomes (bachelor),
  - David Franky Gomes married to Rowena David Gomes.
  - b. The share of Micael Macario Mascarenhas be divided into two equal parts.
    One part or half to Catherine Mascarenhas and the other half to Fatima Mascarenhas alias Fatima Lobo and her husband Ajoy Lobo alias Ajoy Agnello Lobo.

The share of Crescent David Azavedo alias David Azavedo and Rofina Mascarenhas be divided into two equal parts. One part or half to Cornel Athanasius Azavedo and his wife Fatima Rodrigues alias Fatima Azavedo and the other half to Savio David Azavedo (Bachelor).

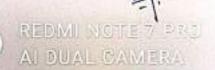
- 26. Thereafter, vide Final Chart of Allotment dated 26.10.2015 was filed in the aforesaid Inventory Proceedings, the Said Property was allotted to each of the Interested Parties in terms of the Terms of Settlement/Compromise dated 16.10.2015. Although, the share of the said Maria Apolonia Mascarenhas and her husband Anthony Narayan Mascarenhas was not mentioned in the Terms of Settlement/Compromise dated 16.10.2015, 1/4<sup>th</sup> share in the Said Property was duly allotted to them.
- Vide Order dated 26.10.2015 passed in the aforesaid Inventory Proceedings,
   the Final Chart of Allotment dated 26.10.2015 was made absolute for all legal





purposes and the shares accordingly stood allotted to all the aforementioned Interested Parties.

- 28. In the Property Card I.e. Form D with respect to P.T. Sheet No.9, Chalta No.72/15 of Cunchelim, issued by the Directorate of Settlement and Land Records, the names of 1.Mr. Franky Alex Gomes, 2.Mrs.Philomena Jacob Cheriyan., 3.Mr.Florence Franky Gomes, 4.Mr.David Franky Gomes, 5.Mrs. Catherine Mascarenhas alias Maria Piedade Catarina Barreto, 6.Mrs.Fatima Mascarenhas alias Fatima Lobo, 7.Mr. Cornel Athanasius Azavedo, 8.Mr. Savio Mathew Azavedo and 9.Maria Apolina Mascarenhas were recorded in the Occupants column.
- As per the Marriage Certificate dated 18.03.2016 issued by the Civil Registrarcum-Sub-Registrar of Bardez, the said Savio Mathew Azavedo married one Zenilda Fernandes on 23.12.2015.
  - Vide Power of Attorney dated 03.02.2016, duly executed before Notary
    Mr. Benedict D. Nazareth and registered under no.45/2016, the said Zenilda
    Paavedo alias Zenilda Fernandes appointed David Franky Gomes as her
    Attorney, which included powers to sell the Said Property and execute Deed of
    Sale, etc. and to present the same before the Sub-Registrar for the purpose of
    registration.
- 31. Upon perusal of the Death Certificate dated 26.08.2016, it appears that the said Anthony Narayan Mascarenhas expired on 05.08.2016. Pursuant thereto, Inventory Proceeding no.488/2016/C were initiated by one Angelo Mascraenhas before the Court of the Civil Judge and Junior Division at Mapusa, Goa, for the Partition of his estate.
- 32. In the said Inventory Proceeding bearing no.488/2016/C, it is recorded that
  - a. In the Declaration of the Head of the Family sworn by Angelo Mascarenhas, it is stated that the said Anthony Narayan Mascarenhas expired on 05.08.2016, without any will or other disposition of his last wish, leaving behind as his widow the said Maria Apolonia Mascarenhas alias





Apolina Mascraenhas and as his sole and universal heirs, the following two children:

- i. Angelo Mascarenhas (bachelor)
- ii. Mario Mascarenhas married to Lorain Magdalena Fernandes.
- b. In the Final List of Assets dated 12.10.2017, the undivided share in the Said Property was listed as Item No. 14 and as per the Final Chart of Partition/Allotment dated 04.01.2018, the same was divided into two equal parts. One part was allotted to the said Maria Apolonia Mascarenhas alias Apolina Mascraenhas and the other was allotted to aforementioned legal heirs.
- c. Vide Order and Decree dated 30.01.2018, the Final Chart of Partition/Allotment dated 04.01.2018 was confirmed and made absolute and the shares were allotted to the Interested Parties in proportion to their respective shares.

Vide ower of Attorney dated 08.08.2016 executed before Notary Mr. A. B. Sawkar and registered under no.469/2016, the said Angelo Mascarenhas and Mario Mascarenhas appointed David Franky Gomes as their Attorney, which included powers to sell the Said Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.

- As per the Marriage Certificate dated 30.10.2017 issued by the Civil Registrarcum-Sub-Registrar of Bardez, the said Mario Mascarenhas married one Lorain Magdalena Fernandes on 09.05.2016.
- Vide Power of Attorney dated 15.05,2018 executed before Notary Mr.Benedict
   D. Nazareth and registered under no.138/2018, the said Lorain Magdalena
   Fernandes appointed David Franky Gomes as her Attorney, which included



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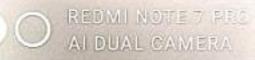


powers to sell the Said Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.

- As per the Nil Encumbrance Certificate dated 14.12.2020 issued by the Office of the Sub-Registrar of Bardez at Mapusa, there are no encumbrances affecting the Said Property for the period 26.10.2015 to 14.12.2020.
- 37. As per the Letter bearing reference no. NGPDA/Tec-Gen/M/XVIII/2700/2020 dated 23.12.2020 issued by the Office of the North Goa Planning and Development Authority, the Said Property is earmarked as "Settlement S-2 Zone", as per the Outline Development Plan 2021 of Mapusa Taluka.
  - The Vendors herein are now desirous of selling and transferring to the Purchaser herein, all right, title and interest in respect of all that undivided area admeasuring 3374 sq. mts., forming a part of the property known as "GORBATA", described in the Land Registration Office under no.37176, enrolled in the Taluka Revenue Office of Bardez for Matriz under no.723 of the Third Circumscription, bearing Old Cadastral no. 540 and surveyed in the City Survey Mapusa under no.72 subdivision no.15 of P.T. Sheet No.9 Chalta no.72/15, aggregately admeasuring approximately 5600 sq. mts., situated at Cunchelim at Mapusa, within the jurisdiction of Mapusa Municipal Council, within the Registration Sub-District of Bardez of the District of North Goa, State of Goa, shall hereinafter be referred to the "Said Plot A", which Property is more particularly described in the Schedule II hereunder written to this Deed of Sale and is shown in Blue colour boundary line on the plan annexed as "Annexure A".
- C. Pursuant to issuance of the Public Notice dated 19<sup>th</sup> November 2020 published in the Navhind Times (in English), Herald (in English) and Gomantak (in Marathi), with respect to the Said Plot A, no claims and/or objections and/or Notice and/or Letters and/or any written correspondence were received.

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- D. Pursuant to the negotiations between the Vendors and the Purchaser, and the Purchaser relying on the representations, assurances and warranties of the Vendors as stated herein and believing the same to be true and correct, the Purchaser has agreed to purchase and acquire all the right, title and interest of the Vendors in the Said Plot A free from all or any encumbrances, claims and demands of whatsoever nature for the aggregate consideration of Rs.5,09,52,000/- (Rupees Five Crores Nine Lakhs Fifty Two Thousand Only) and on the terms and conditions hereinafter stated.
- E. The Vendors have further represented, assured and warranted to the Purchaser as follows;
  - The title of the Vendors to the Said Plot A is clear, marketable and free from any encumbrances whatsoever;
  - The Vendors are collectively in exclusive use, occupation and possession
    of the Said Plot A and have not either jointly or severally parted with the
    possession of the Said Plot A to any other person;

The Said Plot A or any part thereof is not reserved for any public or any public or any public or any public or any government authority, judicial, quasi-judicial authority or by any local/state/central bodies for any purpose.

- The tenure of the Said Plot A is freehold;
- Neither the Vendors nor anyone on their behalf has otherwise entered into any agreement or arrangement whether oral or written for sale or otherwise transferred or dealt with the Said Plot A or any part thereof or created any right or interest in favour of any third party in respect of the Said Plot A;
- 6. Neither the execution nor the delivery of this Deed of Sale nor the consummation of the transactions contemplated herein conflict with or will result in a breach of any of the terms, conditions and provisions of any documents, agreements, instruments, permissions, approvals, consents to which the Vendors are a party or by which they are bound;
- There are no prohibitory orders or any attachment orders passed by any
  judicial, quasi-judicial authority or by any local/state/central bodies, or
  otherwise any liabilities in respect of the Said Plot A or any part thereof;

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- There are no claims, demands etc., including but not limited to the income
  tax, wealth tax, sales tax authority or any other taxation proceedings,
  whether for recovery or otherwise, initiated by any taxation authorities or
  local authorities pending, with respect the Said Plot A or any part thereof.
- The Vendors have further assured the Purchaser that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or threatened against or with respect to the Said Plot A;
- 10. There are no suits, revenue proceedings or any other proceedings or arbitrations under any law for the time being in force filed by and/or against the Vendor herein before any person, court, authority or tribunal including the National Company Law Tribunal and the National Company Law Appellate Tribunal, in which an award, order, decree or injunction has been passed, which may result in the attachment and/or sale of the Said Plot A and/or any part thereof and/or the right, title, share and interest of the Vendors in the Said Plot A nor does the Vendor have any reasonable apprehension of any event or circumstance likely to give rise to or result in such suit, proceeding or arbitration.
- The Vendors alone are entitled to all the proceeds of sale from the Said Plot A;
- 12. There are no claims, actions or judicial proceedings which would affect and, or, obstruct the ownership, use and occupation by the Purchaser of the Said Plot A sold to Purchaser under this Deed of Sale and as is defined in this Deed of Sale or would affect the enforceability or performance of this Deed of Sale or the completion of the transaction contemplated herein;
- 13. The Vendors undertake that the Said Plot A is unencumbered and free from any mortgage, charge, lien, claims or demand in or over the same or any part thereof either by way of sale, gift, will, exchange, mortgage, trust, lease, tenancy, sub-tenancy, leave and license, lis pendens, inheritance, hypothecation, loan surety, security lien, lien of any court or person, litigations, stay order, notices, charges, family or religious disputes,



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acquisition, decree, injunction, Income Tax or Wealth Tax attachments, or any other registered or unregistered encumbrances whatsoever or otherwise and that there are no third parties on the Said Plot A either as trespassers or squatters;

- No notice from any Government, Village Panchayat, or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition Act, the Town planning Act, the Panchayat Raj Act, the Income Tax Act or any other statute has been received or served through registered post or hand delivery upon the Vendors in respect of the right, title and interest in the Said Plot A or any part thereof which restricts or may restrict the execution of these presents;
- 15. There is no injunction or any other prohibitory order or any attachment order from any Court, Tribunal, including the National Company Law Tribunal and the National Company Law Appellate Tribunal, Collector, Revenue Authority, Village Panchayat, etc. thereby restraining or disentitling the Vendors from dealing with and/or disposing his right, title, interest and share in the Said Plot A or entering into these presents;

Neither the Vendors nor any person/s claiming by, through or under him have created any adverse rights and/or entered into any Agreement for Sale, arrangement for sale or otherwise created any adverse rights in respect of his right, title and interest in the Said Plot A or any part thereof or otherwise parted with the possession of the Said Property or any part thereof in part performance of any agreement or executed any Power of Attorney in favour of any person/s to deal with the Said Property or authorizing sale of his right, title, interest and share in the Said Plot A or taken any deposit in the form of earnest money deposit or otherwise whereby the Vendors are prevented from entering into these presents with the Purchaser;

17. No loans or financial assistance are availed by the Vendors from any Banks and other financial institutions or any person/individual, against his right, title and interest in the Said Plot A or any part thereof;

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- 18. Till date no formal possession of the Said Plot A or any part thereof has been taken over by any local authorities or authorities of Central or State Government and no benefits or compensation in lieu thereof has been received/obtained by the Vendors herein;
- The legal heirs of the Vendors, as on the date of the execution of the present Deed, do not have any claim, right, title and/or interest in the Said Plot A;
- 20. All the taxes, rates, assessments, duties, land revenue, water charges, etc. payable by the Vendors to the Village Panchayat, State or Central Government and any other concerned authority/entity in respect of the Said Plot A have been paid till the date of execution of these presents. In the event, any amounts are found to be due on the date of execution of the present Deed, the payment of the same shall be the sole responsibility of the Vendors, irrespective of when the bill or notice for such payment has been issued or received;
  - The Vendors have all necessary approvals and permissions required under the Applicable Laws (to mean and include all laws, statutes, ordinances, regulations, guidelines, policies and other pronouncements by any State, Governmental Authority having the force of law in India) to enter into this Deed and is otherwise entitled to enter into this Deed and perform all the obligations and do all such acts as may be necessary for the consummation of the transaction contemplated herein and that no further approvals or permissions are required from any authority under the Applicable Laws.
- 22. All consents and approvals required from any third party for the sale of the Said Plot A to the Purchaser, including without limitation, any governmental authority, have been obtained by the Vendors;
- 23. The Vendors have in their possession all the original documents of title in respect of the Said Property as listed in ANNEXURE "D" hereto. Neither the Vendors nor any person/s claiming by, through or under it has parted with the possession or control of the original title documents to any third



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party with an intention to create any mortgage or charge or encumbrance or other interest or third party rights of any nature whatsoever in respect of the same.

- Copies of all documents supplied by the Vendors are true and correct in all respects;
- 25. All the money, as were due and payable by the Vendors in respect of the Said Property, and its predecessors-in-title in respect of the Said Entire Property, have been paid upto date and that no amount is due and payable and/or no action/demand has been initiated/raised either against the Vendors or its predecessors in title in respect of the Said Property and/or the Said Entire Property, for any reasons whatsoever,
- 26. There is no restriction for the transfer of the Sald Property under The Goa, Daman and Diu Land Revenue Code, 1968 and/or The Transfer of Property Act, 1882, Code of Communidades, and/or any local, state, central acts currently in force.
- The Said Plot A is an open plot of land. There are no structure/s standing on the Said Plot A or any part thereof.
- The Said Plot A has an access.
  - There are no right of ways, passages and other easement rights that exist on the Said Plot A hereby transferred, sold and conveyed by the Vendors.
- There are no boundary disputes with the owners/occupants of the adjoining properties or any other person.
- F. The market value of the Said Plot A hereby sold and transferred is Rs.5,09,52,000/- (Rupees Five Crores Nine Lakhs Fifty Two Thousand Only) and stamp duty of Rs.22,92,900/- (Rupees Twenty Two Lakhs Ninety Two Thousand Nine Hundred Only) is paid on this Deed of Sale. The said market value constitutes the entire Sale Consideration amount payable in respect of the Said Plot A.

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- G. Vide its letter dated 04.02.2021 bearing ref. no. NGPDA/M/49(6)/1885/2021, the North Goa Planning and Development Authority has granted it's no objection for registration of the present Deed of Sale, with respect of the Said Plot A. The said letter dated 04.02.2021 alongwith the Plan is annexed as "Annexure B" to this Deed.
- H. The parties to this Deed of Sale hereby declare that they do not belong to the Scheduled Caste/Scheduled Tribe as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.
- The Parties hereto are now desirous of recording the terms and conditions agreed between them in the manner hereinafter appearing.

# NOW THIS DEED OF SALE WITNESSETH AS UNDER:

That in consideration of the aforesaid and relying upon the representations and declarations of the Vendors, the Purchaser has agreed to pay to the Vendors an aggregate consideration of Rs.5,09,52,000/- (Rupees Five Crores Nine Lakhs Fifty Two Thousand Only), being the full and final consideration payable by the Purchaser to the Vendors, which has been paid by the Purchaser to the Vendors, as more particularly described hereunder:

- a. Amount of Rs.63,21,233/- (Rupees Sixty Three Lakhs Twenty One Thousand Two Hundred and Thirty Three Only) paid to Mr. Franky Alex Gomes, vide Demand Draft bearing no. 072785 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- b. Amount of Rs.10,53,539/- (Rupees Ten Lakhs Fifty Three Five Hundred and Thirty Nine Only) paid to Mrs. Philomen Jacob Cheriyan, vide Demand Draft bearing no. 072786 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.



- c. Amount of Rs.10,53,539/- (Rupees Ten Lakhs Fifty Three Five Hundred and Thirty Eight Only) paid to Mr. Jacob Cheriyan, vide Demand Draft bearing no.072787 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- d. Amount of Rs.21,07,078/- (Rupees Twenty One Lakhs Seven Thousand and Seventy Eight Only) paid to Mr. Florence Franky Gomes, vide Demand Draft bearing no. 072788 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- e. Amount of Rs.10,53,539/- (Rupees Ten Lakhs Fifty Three Five Hundred and Thirty Eight Only) paid to Mr.David Franky Gomes, vide Demand Draft bearing no. 072789 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- f. Amount of Rs.10,53,539/- (Rupees Ten Lakhs Fifty Three Five Hundred and Thirty Eight Only) paid to Mrs.Rowena David Gomes, vide Demand Draft bearing no.072790 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- Amount of Rs.63,21,233/- (Rupees Sixty Three Lakhs Twenty One Thousand Two Hundred and Thirty Three Only) paid to Mrs.Catherine Mascarenhas alias Maria Piedade Catarina Barreto vide Demand Draft bearing no. 072791 dated dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
  - Amount of Rs.31,60,615/- (Rupees Thirty One Lakhs Sixty Thousand Six Hundred and Fifteen Only) paid to Mrs.Fatima Mascarenhas alias Fatima Lobo, vide Demand Draft bearing no. 072793 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- i. Amount of Rs.31,60,616/- (Rupees Thirty One Lakhs Sixty Thousand Six Hundred and Sixteen Only) paid to Mr.Ajoy Savio Lobo alias Ajoy Agnello Lobo alias Ajoy Lobo, vide Demand Draft bearing no. 072802 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- j. Amount of Rs.31,60,616/- (Rupees Thirty One Lakhs Sixty Thousand Six Hundred and Fifteen Only) paid to Mr.Cornel Athanasius Azavedo, vide Demand Draft bearing no. 072794 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.

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- k. Amount of Rs.31,60,616/- (Rupees Thirty One Lakhs Sixty Thousand Six Hundred and Sixteen Only) paid to Mrs.Fatima Rodrigues alias Fatima Azavedo vide Demand Draft bearing no. 072795 dated 10.02,2021, drawn on HDFC Bank on the execution hereof.
- Amount of Rs.31,60,616/- (Rupees Thirty One Lakhs Sixty Thousand Six Hundred and Fifteen Only) paid to Mr.Savio David Azavedo alias Savio Mathew Azavedo alias Savio Azavedo, vide Demand Draft bearing no. 072796 dated dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- m. Amount of Rs.31,60,616/- (Rupees Thirty One Lakhs Sixty Thousand Six Hundred and Sixteen Only) paid to Mrs.Zenilda Fernandes, vide Demand Draft bearing no. 072797 dated 10,02.2021, drawn on HDFC Bank on the execution hereof.
- n. Amount of Rs.63,21,233/- (Rupees Sixty Three Lakhs Twenty One Thousand Two Hundred and Thirty Three Only) paid to Mrs.Maria Apolonia Mascarenhas alias Maria Apolin Mascarenhas, vide Demand Draft bearing no. 072798 dated 10.02,2021, drawn on HDFC Bank on the execution hereof.
- Amount of Rs.31,60,616/- (Rupees Thirty One Lakhs Sixty Thousand Six Hundred and Sixteen Only) paid to Mr.Angelo Mascarenhas vide Demand Draft bearing no. 072799 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- p. Amount of Rs.15,80,308/- (Rupees Fifteen Lakhs Eighty Thousand Three Hundred and Eight Only) paid to Mr.Mario Mascarenhas, vide Demand Draft bearing no. 072800 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.
- q. Amount of Rs.15,80,308/- (Rupees Fifteen Lakhs Eighty Thousand Three Hundred and Eight Only) paid to Mrs.Lorain Magdalena Fernandes, vide Demand Draft bearing no. 072801 dated 10.02.2021, drawn on HDFC Bank on the execution hereof.

(The payment and receipt whereof the Vendors do hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser).



- In view of the notification dated 1<sup>st</sup> June 2013, the Purchaser has paid towards. Tax Deducted at Source, an amount of Rs.3,82,140/- (Rupees Three Lakhs Eighty Two Thousand One Hundred and Forty Only ) on 12.02.2021, being 0.75% of the total consideration amount. Copy of the Tax Payer Counterfoil of deduction of Tax under section 194-1 A is annexed hereto as ANNEXURE "C".
- 2. The Vendors are aware of the fact that the Purchaser has relied on the correctness of the statements set forth in this Deed of Sale and has agreed to pay the amounts in this Deed of Sale in consideration of the Vendors selling, conveying and transferring all their respective rights, title interest in the Said Plot A to the Purchaser. The Parties agree that the Recitals form an integral part of this Deed of Sale.
- 3. Upon the receipt of the entire sale consideration as aforesaid, the Vendors do hereby irrevocably grant, sell, convey, transfer and assure unto the Purchaser to have and to hold as an absolute and exclusive owner, without any interruption or disturbances by the Vendors or any persons claiming through or under the Vendors. free from all encumbrances, court attachments, litigations, maintenance, charges, claims and demands, all their right, title, interest, claim and possession of the Said Plot A, being all that plot of land admeasuring 3374 sq. mts., forming a part of the property known as "GORBATA", described in the Land Registration Office under no.37176, enrolled in the Taluka Revenue Office of Bardez for Matriz under no.723 of the Third Circumscription, bearing Old Cadastral no. 540 and surveyed in the City Survey Mapusa under no.72 sub-division no.15 of P.T. Sheet No.9 Chalta no.72/15, aggregately admeasuring approximately 5600 sq.mts., situated at Cunchelim at Mapusa, within the jurisdiction of Mapusa Municipal Council, within the Registration Sub-District of Bardez of the District of North Goa, State of Goa, shall hereinafter be referred to the "Said Plot A", which Property is more particularly described in the Schedule II hereunder written to this Deed of Sale and is shown in Blue colour boundary line on the plan annexed as "Annexure A", TOGETHER WITH



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all the rights, title, interest, ownership, possession, share, claim, demand and all the rights, benefits, privileges, and advantages in and to the Said Plot A and every part thereof, including but not limited to the entire present and future Floor Area Ratio. transferable development rights and development potential in respect of the Said Plot A and/or arising therefrom of whatsoever nature and by whatsoever name called and all the benefits in lieu of the reservations/set-back area that are available or shall become available in future, with respect to the Said Plot A, TOGETHER WITH all structures, fencing, compound walls, edifices, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to e Said Plot A or land or ground hereditaments and premises or any part thereof onging or in any wise appurtenant to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or to be appurtenant thereto and to exclusively be entitled to all benefits and privileges with right to exclusive appropriation thereof AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Vendor into out of or upon the Said Plot A or any part thereof AND TO HAVE AND TO HOLD all and singular the Said Plot A, hereditaments and premises hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their rights, members and appurtenances UNTO AND TO THE USE and benefit of the Purchaser, his successors and assigns absolutely forever to possess, use and enjoy by the Purchaser, his successors and assigns freely and absolutely with full right of enjoyment and possessing the Said Plot A free from all encumbrance, charges, lien, right or demand of any kind whatsoever SUBJECT TO the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Panchayat or any other public body or local authority in respect thereof by the Vendor for the period upto the date of these presents AND the water and electricity connections, if any, pertaining to the Said Plot A shall stand transferred in the name of the Purchaser

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4. AND the Vendors do hereby acknowledge that the Purchaser is now the owner of the Said Plot A AND THE Vendors do hereby covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendors or any person or persons lawfully or equitably claiming by from through under or in trust for him made done committed or knowingly or willingly suffered to the contrary AND THAT the Vendors now have in themselves good right full power and absolute authority to grant, release, convey, transfer, and assure the Said Plot A hereby granted, conveyed, transferred and assured or intended so to be unto and for the use of the Purchaser AND THAT it shall be lawful for the Purchaser from time to time at all times hereafter to peacefully and quietly hold, enter upon, have, use, cocupy, possess and enjoy the Said Plot A hereby granted, conveyed, transferred and assured every part thereof with its appurtenances and receive the rents issues and profits thereof and of every part thereof to and for his own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or their executors, successors, assigns and administrators or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Purchaser, the Vendors their successors, assigns, executors and administrators shall keep sufficiently saved, defended, hold harmless and shall keep indemnified and held harmless the Purchaser of from and against all claims, actions, suits, proceedings, dues including any outstanding government or statutory dues, demands, disputes, losses, damages, costs, expenses, estates, title, charge and encumbrances whatsoever either already or hereafter made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them in respect of the Said Plot A or otherwise in the event of (i) any representative statements, warranties and covenants of the Vendors being incorrect and untrue and/or on account of the negligent acts or omission by the Vendors; and (ii) any defect in title of the Said Plot A or any third party claims relating to the title of the Vendors; and (iii) any breach,

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inaccuracy, error or omission in any of the representations, warranties, covenants, assurances and other terms and conditions of this Deed of Sale; (iv) any liabilities of any nature whatsoever in respect of the Said Plot A pertaining to the period prior to the date of this Deed of Sale; (v) any misrepresentation by the Vendors withholding any material fact or information from the Purchaser that would have been critical to the Purchaser's evaluation of this sale transaction and also for concluding on clear title and marketability of the Said Plot A (vi) any interference with the quiet and peaceful possession and use of the Said Plot A by the Purchaser, (vi) non-payment of any statutory dues, levies, taxes, assessments, duties, charges, costs, any other claims, etc. till the date of the execution of this Deed of Sale i.e. payment of statutory dues, levies, taxes, assessments, duties, charges, costs, etc. in respect of the Said Plot A, falling in arrears till the date of execution of this Deed of Sale; (viii)pendency of any acquisition proceedings, litigation, existence of rival claim, minor's interest, or any charge, mortgage, maintenance charges or leasehold right over the Said Plot A created by Vendors' predecessors in the title; (ix) in consequence of any breach, default or violation committed by the Vendors or their agents, in the due compliance or observance of any law, rule or regulation of the Government or any statutory authority or local body concerning the purchase, holding, occupation, renting or any matters incidental thereto or otherwise howsoever in relation to the Said Plot A; and (x)any default in statutory/regulatory compliances in respect of the Said Plot A.

- 5. The Vendors assure the Purchaser that if the Purchaser is deprived of the Said Plot A or any part thereof on account of any legal defect in the title of the Purchaser to the Said Plot arising out of the defect in title of the Vendors to the Said Plot A, then the Vendors will be liable and responsible to make good the loss suffered by the Purchaser and shall keep the Purchaser indemnified, saved and harmless against all such losses, costs and expenses accruing thereby to the Purchaser.
- The Vendors agree and undertake that on execution of this Deed of Sale the Vendors have been left with no right, interest or title in the Said Plot A and the Purchaser shall have the absolute right to transfer, assign, convey encumber,



charge, mortgage the Said Plot A to any person at such terms and conditions they deem fit and proper at their sole discretion and deal with the Said Plot A in any manner whatsoever.

7. AND FURTHER the Vendors and their heirs, executors and administrators shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, do and execute or cause to be done and executed, all such further and other lawful and reasonable acts, deeds, matters and things, conveyance and assurances in law whatsoever for the better further and more perfectly and absolutely granting conveying and assuring the Said Plot A and every part thereof unto and to the use of the Purchaser in the manner aforesaid and as shall be required by the Purchaser, his heirs, successors or assigns.

AND further the Vendors, its successors, assigns, executors and administrators do hereby indemnify and keep indemnified the Purchaser and/or its successors in-title in respect of any claim or demand made or which may hereafter be made on or in respect of the Said Property or in respect of the title of the Vendors to the Said Property on account of non-availability of the original or copies of the title deeds of the Said Property or on account of any representations made by the Vendors being found to be misleading and incorrect and/or on account of the negligent acts or omission by the Vendor and/or in the event the title of the Vendor to the Said Property being defective and/or not clear.

- 9. AND THAT the Vendors confirm and record that on execution of these presents the Said Plot A and all the benefits, right title and interest therein has vested in the Purchaser and that they have put the Purchaser in quiet, peaceful and vacant possession of the Said Plot A as owner thereof.
- 10. AND the Vendors do hereby agree and undertake to sign and execute such Deeds, Documents, Agreements, Forms, Affidavits, Applications, letters, NOC's, etc. as the Purchaser may require for effectively transferring the right title and interest in the Said Plot A in favour of and in the name of the Purchaser in the revenue records and in such other Government and Semi Government records including the



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efectricity bill, the water bill, the Panchayat Tax and as may be required and to do all other acts, deeds matters and things in relation thereto solely at the cost of the Purchaser;

- 11. AND THE Vendors do hereby covenant with the Purchaser that the Vendors shall simultaneously with the execution hereof hand over to the Purchaser all the original/certified/certified true copies of the title deeds and documents in respect of the Said Property, more particularly listed out in Annexure D.
- 12. AND THE VENDORS further declare that they shall render full co-operation to the Purchaser, without claiming any further costs, in getting the Said Plot demarcated and sub-divided in all the land and revenue records and physically on the Said Property and clearing all objections thereto and shall execute all documents granting their No objection for the same.

AND THE Purchaser hereafter shall be the exclusive, legal and absolute owner of the Said Plot A and the Vendors further declare that they have No Objection for the inclusion of the name of the Purchaser in the Form D of the Said Property and shall execute all documents granting their No objection for the same.

- AND THAT the stamp duty and registration charges incidental to this Deed shall be paid by the Purchaser.
- 15. AND THAT the parties shall immediately upon the execution hereof, present the Original (duly stamped) copy of these presents for registration at the Office of the Sub-Registrar of Bardez at Mapusa and respectively admit execution hereof in accordance with the Indian Registration Act, 1908.
- 16. AND THAT the original registered copy of these presents shall be retained by the Purchaser and the duplicate counterpart hereof shall be retained by and be the property of the Vendors.
- 17. AND THAT the transaction has taken place at Goa and as such courts at Goa shall have exclusive jurisdiction to entertain any dispute arising out of or in any way concerning this Deed of Sale.

#### SCHEDULE I

### Description of "THE SAID PROPERTY"

All that property known as "GORBATA", described in the Land Registration Office under no.37176, enrolled in the Taluka Revenue Office of Bardez for Matriz under no.723 of the Third Circumscription, bearing Old Cadastral no. 540 and surveyed in the City Survey Mapusa under no.72 sub-division no.15 of P.T. Sheet No.9 Chalta no.72/15, aggregately admeasuring approximately 5600 sq. mts., situated at Cunchelim at Mapusa, within the jurisdiction of Mapusa Municipal Council, within the Registration Sub-District of Bardez of the District of North Goa, State of Goa.

The Said Property is bounded as under:

East: By the property bearing P.T. Sheet No.9 Chalta no.72/16;

By the property bearing P.T. Sheet No.9 Chalta no.72/14,

By Public Road;

West:

By Public Road.

## SCHEDULE II

## Description of "THE SAID PLOT A"

All that plot of land admeasuring 3374 sq.mts., forming a part of the property known as "GORBATA", described in the Land Registration Office under no.37176, enrolled in the Taluka Revenue Office of Bardez for Matriz under no.723 of the Third Circumscription, bearing Old Cadastral no. 540 and presently surveyed in the City Survey Mapusa under no.72 sub-division no.15 of P.T. Sheet No.9 Chalta no.72/15, admeasuring approximately 5600 sq. mts., situated at Cunchelim at Mapusa, within the jurisdiction of Mapusa Municipal Council, within the Registration Sub-District of Bardez of the District of North Goa, State of Goa.

The said plot is bounded as follows:

East : By the property bearing P.T. Sheet No.9 Chalta no.72/16;

West : By the property bearing P.T. Sheet No.9 Chalta no.72/14;

North ; By the property bearing P.T. Sheet No.9 Chalta no.72/15(Road).

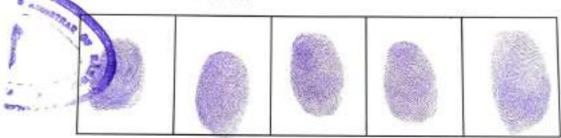
South : By the Existing 7 meter wide Road.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first hereinabove written.

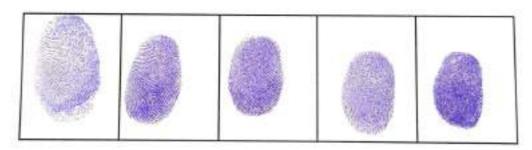
SIGNED AND DELIVERED )
BY THE WITHINNAMED VENDORS )
MR.DAVID FRANKY GOMES )
FOR SELF AND VENDOR NOS.1-4 and 7-17 )



### LEFT HAND IMPRESSIONS



### RIGHT HAND IMPRESSIONS

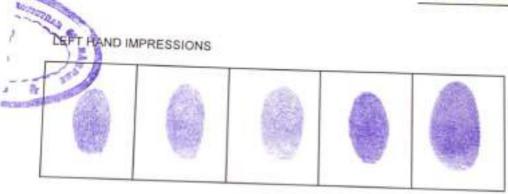




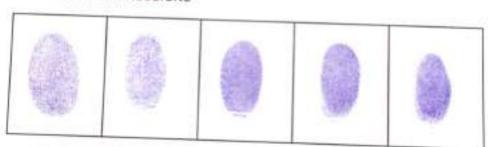
D'timo-

SIGNED AND DELIVERED
BY THE WITHINNAMED VENDORS
MR.ROWENA DAVID GOMES
FOR SELF AND VENDOR NOS. 1-4





# RIGHT HAND IMPRESSIONS



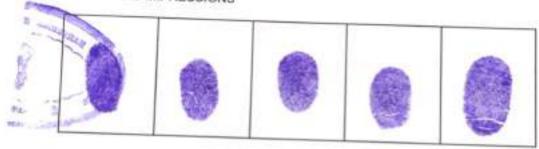
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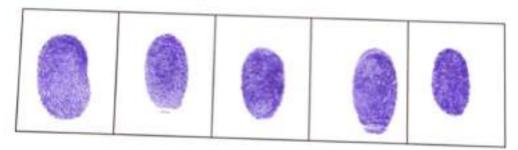
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# LEFT HAND IMPRESSIONS



## RIGHT HAND IMPRESSIONS



In the presence of

1. Ms. Andrea Rodricks

Halrick

2. Mr. Joao Dias

JRON J

Promo

Romer



Book :- 1 Document

Registration Number :- BRZ-1-682-2021

Date: 16-Feb-2021

SUDPREGISTRAR

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)





Sr.NO	Party Name and Address	Photo	Thumb	Signature
8	David Franky Gomes As POA Holder For The Vend Agnelo And Mario , Father Name:Franky Alex Gom Age: 48, Marital Status: ,Gender:Male,Occupation: Other, A- Malabar Country 2, Behind Nirma University, Chharo Ahmedabad, Gujarat, PAN No.: , as Power Of Attorney Holde Mario Mascarenhas	nes, 1103, di,	750 07	Dame
all all	David Franky Gomes , Father Name:Franky Alex Go Age: 48, Marital Status: ,Gender:Male,Occupation: Other, A- Malabar Country 2, Behind Nirma University, Ahmeda Gujarat, PAN No.: , as Power Of Attorney Hold Lorain Magdelena Fernandes	1103, bad,	ST-Market)	Diennos

#### Witness

I/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Andrea Rodricks, Age: 36, DOB: 1985-01-23 , Mobile: , Email: , Occupation: Advocate , Marital status : Unmarried , Address: 403005, Kenkre Estate St. Cruz Goa, Kenkre Estate St. Cruz Goa, Calapor, Tiswadi, North Goa, Goa			Madrick
2	Name: Joao Mariano Dias, Age: 35, DOB: 1985-03-19 , Mobile: , Email: , Occupation: Advocate , Marital status: Married , Address: 403509, Mazal Vaddo Anjuna Bardez Goa, Mazal Vaddo Anjuna Bardez Goa, Anjuna, Bardez, North Goa, Goa			J. Good

Sub-Registrar SUB-REGISTRAR

BARDEZ

Document Serial Number :- 2021-BRZ-706

2:1	O Party Name and Address	Photo	Timere	\$ igneture
2	Rowena David Gomes , Father Name: Cajetan Anthony Misquitta, Age: 37, Marital Status: Married ,Gender: Female, Occupation: Other, A-1103, Malabar Country 2, Behind Nirma University, Ccharodi, Ahmedabad, Gujarat, PAN No.:			Rouse
1 0/2	Rishikesh Sahebrao Ghodeswar As Constituted Attorney Of Isprava Luxury Realty Four LLP, Father Name:Sahebrao Ghodeswar, Age: 22, Marital Status: "Gender:Male,Occupation: Service, Room no.429, Janata Colony, Worll Village, Mumbal-400030, PAN No.: , as Power Of Attorney Holder for Isprava Luxury Realty Four LLP Represented By Constituted Attorney Rishikesh Sahebrao Ghodeswar			Rid on sud
4	David Franky Gomes As POA Holder Vendors Franky Philomena Jacob And Florence , Father Name:Franky Alex Gomes, Age: 48, Marital Status: ,Gender:Male,Occupation: Other, A-1103, Malabar Country 2, Behind Nirma University, Chharodi, Ahmedabad, PAN No.: i, as Power Of Attorney Holder for Jacob Ambattu Cheriyan		- Parist	Dems
5	Rowena David Gomes As POA Holder For The Vendors Franky Philomena Jacob And Florence, Father Name:Cajetan Anthony Misquitta, Age: 37, Marital Status: ,Gender:Female,Occupation: Other, A-1103, Malabar Country 2, Behind Nirma University, Chharodi, Ahmedabad, Gujarat, PAN No.: , as Power Of Attorney Holder for Jacob Ambattu Cheriyan			Remen
6	David Franky Gomes As POA Holder For The Vendors Catherine Fatima Ajoy Cornel Fatima Rodrigues Savio And Maria , Father Name:Franky Alex Gomes, Age: 48, Marital Status: ,Gender:Male,Occupation: Other, A-1103, Malabar Country 2, Behind Nirma University, Chharodi, Ahmedabad, Gujarat, PAN No.: , as Power Of Attorney Holder for Maria Apolonia Mascarenhas Alias Maria Apolin Mascarenhas		Mana	Wham
	David Franky Gomes , Father Name:Franky Alex Gomes, Age: 48, Marital Status: ,Gender:Male,Occupation: Other, A-1103, Malabar Country 2, Behind Nirma University, Chharodi, Ahmedabad, Gujarat, AN No.: , as Power Of Attorney Holder for			O'N

Zenilda Fernandes