

Receipt

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FORM T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 29-Apr-2020 10:17:36

Date of Receipt: 29-Apr-2020

Receipt No : 2020-21/10/10

Serial No. of the Document : 2020-MOR-542

Nature of Document : **Conveyance - 22**

Received the following amounts from **Ashwin Cholera** for Registration of above Document in Book-1 for the year 2020

Registration Fee	576840	E-Challan	• Challan Number : 202000386918 • CIN Number : CKM7086071	500000
		E-Challan	• Challan Number : 202000386919 • CIN Number : CKM7086240	76840
Processing Fee	850	E-Challan	• Challan Number : 202000386919 • CIN Number : CKM7086240	850
Total Paid	577690 (Rupees Five Lakh Seventy Seven Thousands Six Hundred And Ninety only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL

Please handover the Registered Document to the person named below

Name of the Person Authorized :


Signature of the Presenter

Specimen Signature of the Person Authorized

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **29-Apr-2020**

Signature of the person receiving the Document

Signature of the Sub-Registrar

31/08/20

For CITIZEN CREDIT™
CO-OP BANK LTD

[Signature]
Authorised Signatory

Chyew 'two lakhs sixty three thousand four hundred

CITIZEN CREDIT CO-OP BANK LTD
E-326, RUA DE OUREM
PANAJI, GOA 403 001

भारत 49129 NON JUDICIAL गीत
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2020 APR 24 13:19

D-5/STP(V)/C.R./35/18/2006-RD(PART-III)

Rs 0263400/- PB6818

INDIA STAMP DUTY GOA

Name of Purchaser SHANTILAL REAL ESTATE SERVICES



DEED OF SALE

[Signature]

Received

THIS DEED OF SALE is executed at Vasco da Gama, Mormugao-Goa on this 26th day of the month of April in the year Two Thousand and Twenty by and;



BETWEEN

(1) MS. MARIA FATIMA BARROS COSTA, daughter of late Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, age 68 years, unmarried, Service, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], resident of Rua Maria Lalande, N 13 8, Frente, 1500 435 Lisboa, Portugal;

(2) MS. CARLA MARIA DE BARROS COSTA alias CARLA MARIA DE BARROS COSTA e PERES DA SILVA daughter of late Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, age 66 years, unmarried, Service, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], resident of Kamba, Simango Road, 398 Maputo, Mozambique; hereinafter referred to as the **“VENDORS”** (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, successors, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART.**

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AND

M/S SHANTILAL REAL ESTATE SERVICES, a registered partnership firm under the Indian Partnership Act, 1932, having their registered office at Shop No. 11, Apna Bazar, 1st Floor, Vasco da Gama, Goa with PAN Card No. [REDACTED] in this Deed represented through its partner, **MR. ASHWIN CHOLERA**, son of late Shantilal Tulsidas, aged about 60 years, businessman, married, **Pan Card No.** [REDACTED] resident of Chicalim, Goa Aadhar Card number: [REDACTED] [REDACTED] Mobile number: **+919823089757**, email id: **shantilalrealestate@gmail.com**, hereinafter referred to as **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include its representatives, partners, nominees, executors, administrators and permitted assigns) of the **SECOND PART.**

The Vendor at Serial No. 1 is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

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Bernard D'Costa

The Vendor at serial no. 2 is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 15.11.2011 attested before the High Commission of India, Maputo and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

The Vendors have represented to the Purchaser as follows:-

A. **That** , there exists a property known as **“ASSOY” (aka Assoi)** situated at Village Dabolim within the limits of Village Panchayat of Chicalim, Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, which shall hereinafter be referred to as the **“said larger property”**.

B. That the said larger property was originally owned and possessed exclusively by Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.

C. That said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa expired on 29th April, 1958 leaving behind as his moiety holder said Mrs. Helena Floripes da Fonseca e Costa alias




Helena Fonseca Costa and as his sole and universal heirs his following children namely:

1. Shri. Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa married to Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes.
2. Francisco Antonio Trifonio da Costa married to Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa.
3. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa married to Dr. Xavier Pereira.
4. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, Divorcee
5. Smt. Angela Lira da Costa Gomes married to Filomeno Santana Maria Gomes alias Filomeno de Fonseca.
6. Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa married to Smt. Selina Britto D'Costa alias Celina Brito.
7. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.
8. Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.
9. Ivo dos Milagres Costa married to Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa.



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D. That said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa expired on 7th May, 1966 leaving behind a Deed of Gift dated 2/3/1963 drawn before the Notary Babacier Menezes of Judicial Division of Mormugao, by virtue of which said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, gifted her disposable share interalia in the said larger property to the extent of 1/3rd exclusively in favour of her son Mr. Luis Fonseca Da Costa.



E. That after the death of said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, there surfaced a dispute among their heirs as regards the management and enjoyment interalia of the said larger property as a result of which a suit for Partition came to be instituted by some of the heirs namely Assiz Adolfo da Costa, Alice da Costa e Pereira and Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis Fonseca Da Costa and Valente da Costa (Defendants) in the Court of Civil Judge Senior Division at Margao which came to be registered as a Special Civil Suit No. 44/1969.

F. That in the said civil suit namely Special Civil Suit No. 44/1969, all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino

Assiz Adolfo da Costa

Bernardino da Costa

Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa decided to settle their disputes amicably and accordingly an Agreement dated 05/01/1971 came to be executed at Margao before the Chamber of 1st Officio Tribunal (Court) of the 'Comarca' of Salcete (Civil Judge Senior Division) with the intervention of all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which formed part of record of the trial court based on which the said Special Civil Suit No. 44/1969 came to be decreed and or disposed off.



- G. That in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No. 44/1969, the 1/3rd share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife Albertina do Rosario Souza e Costa and the balance 2/3rd share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:

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- a. Francisco Antonio Trifonio da Costa and his wife Ana Alzira Barros da Costa,
- b. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa widow of Dr. Xavier Pereira and their heirs namely Tolentino Pereira and his wife Cyntia Saldanha Pereira alias Synthia Saldanha, Paulo Viegas Pereira and his wife Maria da Lourdes Perera and Antonio Pereira,
- c. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa,
- d. The heirs of late Ivo dos Milagres Costa namely Felix Carlos MilagresRebelo e Costa, Philip EstevaoRebelo e Costa and Alvaro TeotonioRebelo e Costa,
- e. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Selina Britto Costa,
- f. Angela Lira da Costa Gomes and her husband Filomeno Santana Maria Gomes alias Filomeno de Fonseca and
- g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correira Costa alias Maria Olga Correia Neves Costa.



H. That by virtue of the allotment and partition effected in the said suit, share of the said Mr. Luis Fonseca Da Costa came to be severed from the said larger property. The balance share in the said larger property continued to be owned and possessed as an

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independent and distinct unit disannexed from the said larger property, by the remaining heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca in terms of the Decree dated 15/10/1971 passed by the Court of Civil Judge Senior Division at Margao.

- I. That somewhere in the year 1986, some of the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca, who were allotted shares in the said larger property, except for Mr. Luis Fonseca Da Costa whose share was determined, decided to partition their respective shares so as to enable them to enjoy their respective shares as an independent and distinct property, as such, a Civil suit came to be filed by one of the heir namely said Assis Adolfo da Costa alias Assiz Adolfo da Costa along with other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa filed a civil suit in the Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A interalia seeking partition of their share of the said larger property by metes and bounds.



Assis

Bernardino da Costa

J. That the said Special Civil Suit No. 29/86/A came to be decreed by the Court of Civil Judge Senior Division at Vasco by virtue of a Judgment and Decree dated 09/10/2006 by virtue of which their share came to be partitioned and allotted to the respective heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa based on the Commissioner's report namely Shri. S. N. Bhende who was appointed in the said suit.



That being aggrieved by the Decree passed by the Court of Civil Judge Senior Division at Vasco in Special Civil Suit No. 29/86/A, an appeal came to be filed before the District Judge- I, FTC-I, South Goa, Margao which appeal came to be registered as a Regular Civil Appeal No. 427/2010/FTC-I.

L. That subsequently, upon the death of the respective children of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as set out herein below:

I. That said Shri. Manuel Constancio D'Fonseca e Costa expired leaving behind as his moiety holder Smt. Liseta e Assumcao

Gomes Costa alias Lizet De Assumsao Gomes and as sole and universal heirs following children namely:

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare de Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.



II. That said Francisco Antonio Trifonio da Costa expired leaving behind as his moiety holder Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa and as sole and universal heirs following children namely :-

- a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa
- b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.

III. That said Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa and her husband Dr. Xavier Pereira expired leaving behind as sole and universal heirs following children namely:-

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- a. Tolentino Pereira married to Cyntia Saldanha Pereira.
 - b. Paulo Viegas Pereira married to Maria da Lourdes Perera.
 - c. Antonio Pereira
- i. That said Paulo Viegas Pereira expired leaving behind as his moiety holder his wife Maria da Lourdes Perera and as sole and universal heirs following children namely:-
- a. Xavier Pereira married to Abizal Providencia Pereira
 - b. Malvina Pereira alias Malvina Viega Pereira married to Wilfred Fernandes
 - c. Sunil Pereira



IV. That said Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa expired in the status of Divorcee leaving behind as his sole and universal heirs following children namely:-

- a. Smt. Maria Fatima Barros Costa.
- b. Smt. Carla Maria de Barros Costa e Peres da Silva alias Carla Maria de Barros.

V. That said Filomeno Santana Maria Gomes alias Filomeno de Fonseca expired leaving behind as his moiety holder his wife Smt. Angela Lira da Costa Gomes and as sole and universal heirs following children namely:-

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- a. Maria Helena Costa Gomes who expired in the status of spinster.
 - b. Ruth de Costa Gomes married to Luis Filipe Vital Lopes Machado.
- i. That said Ruth de Costa Gomes expired leaving behind as her moiety holder Luis Filipe Vital Lopes Machado and as sole and universal heirs following children namely :-
- a. Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado
 - b. Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado.



VI. That said Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Smt. Selina Britto D'Costa alias Celina Brito expired leaving behind as their sole and universal heirs the following children namely:-

- a. Smt. Andrea D'costa Pereira and
- b. Shri. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa.

VII. That said Shri. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa expired leaving behind as sole and universal heirs following children namely:-

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- a. Shri. Luis Manuel Neves Costa.
- b. Smt. Maria Mauela Neves Costa Vicente Guerra married to Shri. Jose Rui Rocha Vicente Guerra.

VIII. That said Ivo dos Milagres Costa expired leaving behind as moiety holder his wife Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa who also expired subsequently leaving behind as their sole and universal heirs following children namely:-

- a. Felix Carlos Milagres Rebelo e Costa married to Smt. Maria Souza Costa
- b. Philip Estevao (Estevam) Rebelo e Costa married to Fernandes e Costa alias Susana Fernandes Costa.
- c. Alvaro Teotonio Rebelo e Costa married to Avita Barreto e Costa

M. That the afore referred persons are the sole surviving heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, who acquired right, inter alia, to said property which constitute the said larger property which fact came to be confirmed in a declaration on Oath made by Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa i.e., the Cabeça de Casal, on 20/11/1996 in the Inventory




Proceedings No. 28/1996/A instituted before the Court of Civil Judge Senior Division at Vasco da Gama.

N. That in the said appeal i.e., Regular Civil Appeal No. 427/2010/FTC-I, all the afore referred heirs decided to settle their disputes amicably and arrived at settlement by virtue of which all the parties unanimously agreed to partition their share, and the plans came to be drawn earmarking their respective shares.



O. That in terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)". which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this Deed is the part of the property bearing Survey No. 9/4 of Village Dabolim admeasuring 62925 sq. metres. which shall herein after be referred to as the "**Said Property**" and is better described in **Schedule II** herein below.

P. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn by the Court of Additional District Judge Fast Track Court, Margao wherein, inter alia , the said property came to be partitioned

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amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 9/4 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-

I. MR. BERNARD LYNN DCOSTA alias BERNADO COSTA alias BERNADO D'COSTA alias BERNARD LINN D'COSTA came to be allotted the following portion of the said property namely:

a. Plot No. B-1 admeasuring 9894 sq. mts. surveyed under Survey No. 9/4.

II. MR. JORGE GONCALO BARROS COSTA; MS. ROSA MARIA BORGES PEREIRA BARROS COSTA alias ROSA MARIA BORGES PEREIRA BARROS COSTA; MS. FLAVIA DE BARROS COSTA alias MARIA FLAVIA SANTANA FERNANDES DE BARROS COSTA and MR. RUI MANUEL DE BARROS COSTA (now deceased) came to be allotted the following portion of the said property namely:

a. Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4.

III. MS. MARIA FATIMA BARROS COSTA and MS. CARLA MARIA DE BARROS COSTA e PERES DA SILVA alias CARLA




MARIA DE BARROS COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4.

IV. MS. ANGELA LIRA DA COSTA (now deceased), MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO and MR. RUI FILLIPE GOMES alias RUI FILLIPE alias RUI FILLIPE GOMES MACHADO came to be allotted the following portion of the said property namely:

- a. Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-2a admeasuring 5839 sq. mts. surveyed under Survey No. 9/4.



V. MR. LUIS MANUEL NEVES COSTA and MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA alias MARIA MANUELA NEVES COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-1 admeasuring 8541 sq. mts. surveyed under Survey No. 9/4.

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VI. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES(now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MRS. NAZARE DE CONCEICAO LOPES COSTA alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR. ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:

- a. Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4.

Q. The said heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa for the sake of brevity shall be referred to as the "**Original Owners**".

R. That upon passing of the said Decree, the Original Owners started enjoying their respective portions of the said property as distinct and independent units.

S. That said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired on 10/4/2017 expired in the status of widow of late Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa and upon her Death a Succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 49995 from 2017 dated 26/9/2017 wherein it came to be declared that said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired leaving behind as sole and universal heirs the following childrens:

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- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare de Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
 - b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
 - c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

T. That said Mrs. Angela Lira da Costa expired on 26/4/2018 and upon her death a succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 2198 Book No. 4 from 2018 dated 28/5/2018 wherein it came to be declared that said Mrs. Angela Lira da Costa expired in the status of widow of

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late Filomeno Santana Maria Gomes alias Filomeno de Fonseca leaving behind as sole and universal heirs Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado, both being children of her deceased daughter Mrs. Maria Ruth da Costa Gomes married to late Luis Filipe Francisco Vital Lopes Machado.

U. That said Mr. Rui Manuel De Barros Costa expired on 05/9/2019 leaving behind as his moiety holder his widow Maria Flavia Santana Fernanes de Barros Costa and as sole and universal heirs the following children namely:

- a. Mr. Rui Jorge Barros Costa married to Ana Claudia Marques da Palma Barros Costa.
- b. Mr. Ivo Filipe Barros Costa.

V. That though a specific portions of the said property came to be allotted to the Original Owners by virtue of the Consent Decree dated 17/09/2010, no partition was effected in the survey records in terms of the provisions of Section 61 of Land Revenue Code as such the Original Owners earmarked the said property into various PLOT and one of the plot acquired by the Vendors herein is the Plot No. B-2 admeasuring 6206 sq. mts.





W. That the Vendors herein filed an application dated 02.12.2019 under Section 61 of Land Revenue Code to partition their plot admeasuring 6206 sq. mts. surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa which application came to be registered as Case no. LRC/PART/142/2019/243 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 21.01.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 6206 sq. mts. came to be allotted new Survey number namely 9/4-A of Village Dabolim. The said plot admeasuring 6206 sq. mts. surveyed under Survey No. 9/4-A of Village Dabolim is better described in **Schedule III** hereto and shall hereinafter be referred to as the "**SAID PLOT**" and is delineated in the plan annexed hereto in black hatched lines.



- X. That except for the VENDORS herein, there are no other person/ persons who can have right, claim and interest in the SAID PLOT.
- Y. That the SAID PLOT is free from any encumbrances and/or defect in title.
- Z. That there are no tenants and/or any other person who can claim any right of whatsoever nature in respect of the SAID PLOT, the VENDORS being the sole and exclusive owners of the SAID PLOT described in Schedule – III hereto.

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AA. That there is no road or access passing through the SAID PLOT described in **Schedule III**, as an access to any other person, nor there is any easement right of way to any other person through the SAID PLOT.

BB. That the SAID PLOT is not the subject matter of any land acquisition under the Land Acquisition Act.

CC. That there are no litigations and/or disputes of any nature over the SAID PLOT described in Schedule-III.



DD. That there are no statutory dues, due and payable to any government and/or semi-government bodies in respect of the SAID PLOT.

EE. **AND WHEREAS**, the VENDORS has represented to the PURCHASER that except for this Deed of Sale, the VENDORS have not entered into any agreement to transfer and or convey the SAID PLOT described in Schedule III hereto with any other person or persons.

FF. Based on the said representations, the Purchaser herein agreed to purchase the said Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4-A of Dabolim Village from the VENDORS for a total consideration of a sum of Rs. 1,64,66,700/- (Rupees One

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Crore Sixty Four Lakhs Sixty Six Thousand Seven Hundred Only) which is the market value of the SAID PLOT and accordingly an Agreement for Sale dated 21/02/2020 came to be executed between the VENDORS and the Purchaser herein which is duly registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-347-2020 dated 24/02/2020.

GG. **AND WHEREAS**, the Purchaser has effected part consideration under the said Agreement for Sale dated 21/02/2020 in favour of the VENDORS herein.

HH. **AND WHEREAS** in partial modification of the payment schedule contained in the agreement dated 21/02/2020, the VENDORS has requested the Purchaser the balance consideration in the manner stipulated at **ANNEXURE A** to which the Purchaser has agreed.



II. **AND WHEREAS**, the Purchaser has called upon the VENDORS to execute a Deed of Sale in respect of the SAID PLOT in favour of the Purchaser and transfer the said plot in favour of the purchaser in terms of the stipulations contained in the said Agreement for Sale dated 21/02/2020.

JJ. **AND WHEREAS**, the VENDORS have acceded to the request of the purchaser and has agreed to execute this Deed in terms of the stipulation contained hereinbelow.

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NOW THEREFORE THIS DEED WITNESSETH ASUNDER: -

I) That in consideration of a sum of Rs. 1,64,66,700/- (Rupees One Crore Sixty Four Lakhs Sixty Six Thousand Seven Hundred Only) which the Purchaser has paid to the Vendors in the following manner:-

a) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 001605 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;

b) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 001606 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;

c) An amount of Rs. 3,62,720/- (Rupees Three Lakhs Sixty Two Thousand Seven Hundred Twenty Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 000060 dated 21.02.2020 vide HDFC Bank, - Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;

d) An amount of Rs. 3,62,720/- (Rupees Three Lakhs Sixty Two Thousand Seven Hundred Twenty Only) paid by the



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Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 000061 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch.

e) An amount of Rs 2,74,560/- (Rupees Two Lakhs Seventy Four Thousand Five Hundred Sixty Only) being Tax Deducted at source paid at the time of execution of Agreement for Sale dated 21.02.2020 referred to para FF above.

f) The balance amount of Rs. 1,52,66,700/- (Rupees One Crore Fifty Two Lakhs Sixty Six Thousand Seven Hundred Only), is paid by the Purchaser to the Vendors by issuing post dated cheques details of which are set out at **Annexure A**, which shall form integral part of this Deed, the receipt of which the Vendors do hereby acknowledge; the VENDORS as absolute owners in possession in respect of all that part and parcel of the Plot identified as Plot No. B2 admeasuring an area of 6206 sq. mtrs surveyed under Survey No. 9/4-A of Village Dabolim better described in **Schedule III** hereto and is delineated in the plan annexed hereto in black hatched lines forming part of property known as **"ASSOY" (aka Assoi)** admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa, do hereby transfer, sell, convey, grant, release by way of sale,



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unto the PURCHASER all that part and parcel of the **SAID PLOT** described in **Schedule III** hereunder written and is delineated in black hatched lines on the plan annexed hereto, along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER, as absolute Owners thereof, free from any charge or encumbrances to be held and enjoyed by the PURCHASER forever, peacefully without any disturbance and/or hindrance from the VENDORS or **any person** claiming through them.



2) The VENDORS do hereby covenant with the PURCHASER as under:

- i. That the Vendors have a clear valid and marketable right, title and interest to the **SAID PLOT** described in **Schedule III** and are entitled and authorized to sell/alienate the same unto the PURCHASER.
- ii. That should there be any defect in the title of the **SAID PLOT** hereby conveyed, the VENDORS shall at all times, indemnify and keep the PURCHASER indemnified for loss suffered on account of such defect, if any, and shall, at their own costs and expenses clear the defect in title of the **SAID PLOT**, if any.

- iii. That the VENDORS shall at the cost and expenses of the PURCHASER do all that is required for better assuring and/or perfecting the title of the **SAID PLOT** described in **Schedule III** hereto in favour of the PURCHASER, which shall include all necessary acts to secure the mutation of the survey records in respect of **SAID PLOT** in the name of the PURCHASER.
- iv. That the VENDORS have today put the PURCHASER in unconditional exclusive peaceful vacant possession of the **SAID PLOT** described in **Schedule III** from the VENDORS and/or any other person or persons claiming through the VENDORS.
- v. The VENDORS covenants that **there is** no road or access passing through the **SAID PLOT** described in **Schedule III** as an access to any other person, nor there is any easement right of way to any other person through the **SAID PLOT**.
- vi. The VENDORS covenants with the PURCHASER that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the **SAID PLOT** described in **Schedule III** hereto.



vii. The VENDORS covenant with the PURCHASER that there is no attachment or prohibitory order issued by any competent authority or court prohibiting the sale or transfer of the **SAID PLOT** described in **Schedule III**.

viii. The VENDORS covenant to the PURCHASER that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party **SAID PLOT** by mortgaging or creating a security interest in the described in **Schedule III** and/or against collateral security thereof.



ix. The VENDORS covenants that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien, or otherwise howsoever, in the **SAID PLOT** described in **Schedule III** and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

x. The Vendors further declares and confirms that they have not created any third party rights and/or interests of whatsoever nature in respect in the **SAID PLOT** in favour of any person and/or persons(s), including banks, financial

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institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien, pledge or any other mode, whatsoever.

- xi. That should any defect be found and/or surface in the title of the SAID PLOTS, the VENDORS shall at their own cost, remedy and/or clear the said defects if any.
- xii. The VENDORS covenant with the PURCHASER that the VENDORS shall at all times indemnify and keep the PURCHASER indemnified for any loss and/or damage caused to the PURCHASER on account of such defect in title of the SAID PLOT, or on account of any breach or inaccuracy in any of their covenants contained herein.
- xiii. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOT, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.



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xiv. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOTS, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.



xv. The VENDORS covenant to the PURCHASER that there is no restraint either under the Income Tax Act or Gift Tax Act or any other statute from selling or transferring the SAID PLOT.

xvi. The VENDORS covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, license, lien, or otherwise howsoever in respect of the SAID PLOT and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

- 3) The Vendors covenant that the Vendors shall assist and cooperate with the Purchaser to do all that is required to be done to clear the SAID PLOT from the purview of private forest by obtaining necessary NOC/Letter to that effect from the Office of Conservator of Forest, State of Goa and to get the SAID PLOT converted from agricultural to non-agricultural use by obtaining Conversion Sanad from the competent authorities in terms of the Land Revenue Code, 1968.
- 4) The Purchaser covenant that the amount of Rs. 1,52,66,700/- (Rupees One Crore Fifty Two Lakhs Sixty Six Thousand Seven Hundred Only), towards which the post-dated cheques are issued by the Purchaser to the Vendors, shall be paid by the Purchaser to the Vendors on the respective dates mentioned on the respective cheques referred to at **Annexure A** written herein below.
- 5) The Purchaser covenant that the said cheques shall be deposited by the Vendors on the due date as specified on the respective cheques and further covenant that the same will be duly Honoured as and when presented for clearing by the Vendors. In the event the cheques issued under this DEED are not honoured for whatever reasons, the Purchaser shall be liable to pay interest on the said defaulted amount calculated at the rate of 6% p.a. from the date of such default till its effective payment calculated on simple interest basis on the basis of days of delay.



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6) The VENDORS hereby accord their no objection to the PURCHASER to carry out mutation in respect of the SAID PLOT described in Schedule III hereto and the VENDORS further covenant that they shall do all that is required to ensure that the name of the PURCHASER is entered into the Record of Rights as occupants of the SAID PLOT described in Schedule III hereto by way of mutation.



7) The Vendors and Purchaser hereby declare that the SAID PLOT in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

8) The Parties hereby declare that the subject matter of the SAID PLOT is non-agricultural and that the document and transaction is in compliance with the Foreign Exchange Management Act 1999 and as per the Reserve Bank of India guidelines. The Office of the Civil Registrar Cum Sub-Registrar of Mormugao shall not be responsible if the parties violate FEMA and RBI guidelines.

9) For the purpose of Stamp Duty, the market value of the **SAID PLOT** better described in **Schedule III** hereby transferred is Rs. 1,64,66,700/- (Rupees One Crore Sixty Four Lakhs Sixty Six

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Thousand Seven Hundred Only) and the stamp duty payable is a sum of Rs. 7,41,100/- (Rupees Seven Lakhs Forty One Thousand One Hundred Only) out of which a stamp duty of Rs. 4,77,700/- (Rupees Four Lakhs Seventy Seven Seven Hundred Only) is paid at the time of execution of the said Agreement for Sale dated 21/02/2020, registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-347-2020 dated 24/02/2020 and after adjusting the said stamp duty paid under the said Agreement for Sale dated 21/02/2020, the Stamp Duty of Rs. 2,63,400/- (Rupees Two Lakhs Sixty Three Thousand Four Hundred Only) is affixed to this Deed of Sale which is borne by the PURCHASER.



SCHEDULE I

ALL THAT property known as **“ASSOY” (aka Assoi)** along with the residential house situated at Dabolim within the limits of Village Panchayat of Chicalim (alias Sancoale Village), Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of ‘Comarca’ of Salcete, surveyed in the records of rights of Village Dabolim under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1. The said larger property is bounded as under:

On the North : By Assoichipaz of the Comunidade of Sancoale and the properties of Camilo Martins and Antonio Micael de Azaredo

On the South : By the railway line and Sebastiao da Costa Araujo.

On the East : By Assoichipaz of the Comunidade of Sancoale and the property of PrithiDass, Pomu Mahadeo Gaudo, Camilo Pereira, Manuel Piedade Sequeira, Antonio Micael de Azaredo, Antonio Mascarenhas, Pascoal Fernandes, Pedro Francisco Fernandes, Jose Rodrigues, Francisco Xavier Vaz, Jose Tavares Filipe Bernardo de Azaredo and 'Falencia' of Comunidade of Chicalim;

On the West : By the drain.



SCHEDULE II

(SAID PROPERTY)

ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, District of South Goa, State of Goa and is bounded as under:

On the North : By Survey No. 10, Survey No. 9/5 & 15 meters wide road.

On the South : By Survey No. 9/3 & 20 meters wide road (adjoining the South Western Railways).

On the East : By Survey No. 4/2.

On the West : By Survey No. 9/5 and Chicalim/Dabolim Nullha.

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SCHEDULE III**(SAID PLOT)**

ALL THAT PART AND PARCEL of the Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4-A of Dabolim Village forming part of the property known as "ASSOY" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule II herein above. The said Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4-A of Dabolim Village is delineated in the plan annexed hereto in green hatched lines and is bounded as under:



On the East :By property bearing survey no. 4/1 of Dabolim Village.

On the West :By property bearing survey no. 9/4-B & 9/4-D of Dabolim Village.

On the North :By property bearing survey no. 9/4-H of Dabolim Village.

On the South :By Chicalim/Dabolim Public road.

ANNEXURE A

The balance amount of Rs. 1,52,66,700/- (Rupees One Crore Fifty Two Lakhs Sixty Six Thousand Seven Hundred Only) is paid by the Purchaser to the Vendors on or before 30/04/2021 in the following manner:

Payment to Vendor under Serial No. (1)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
5,00,000/-	000126	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000128	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000130	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
20,00,000/-	000132	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
20,00,000/-	000134	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
11,33,350/-	000136	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (2)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
5,00,000/-	000127	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000129	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000131	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
20,00,000/-	000133	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
20,00,000/-	000135	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
11,33,350/-	000137	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

IN WITNESS WHEREOF the parties hereto have signed this

Deed of Sale on the date, month and year mentioned hereinabove.

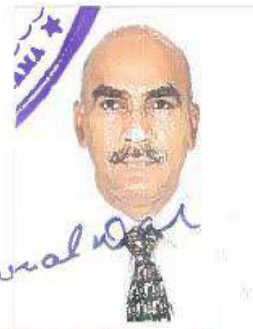
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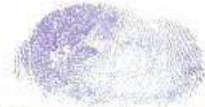
SIGNED AND DELIVERED

By the within named

'VENDORS' of the **FIRST PART:**



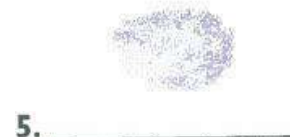
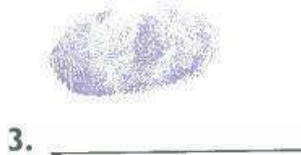
Bernard Lynn



MR. BERNARD LYNN DCOSTA alias **BERNADO COSTA** alias **BERNADO D'COSTA** alias **BERNARD LINN D'COSTA** for and on behalf of (1) **MS. MARIA FATIMA BARROS COSTA** and (2) **MS. CARLA MARIA DE BARROS COSTA** alias **CARLA MARIA DE BARROS COSTA e PERES DA SILVA**, duly appointed vide two separate General Power of Attorney dated 14/11/2011 and 15/11/2011.

L. H. F. P.

R. H. F. P.



[Signature]

Bernard Lynn

SIGNED AND DELIVERED

By the within named **PURCHASER**
of the **SECOND PART**:

M/S. SHANTILAL REAL ESTATE SERVICES

represented through its partner

A. S. Cholera

MR ASHWIN CHOLERA



A. S. Cholera



L. H. F. P.

R. H. F. P.

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Ashwin

Beenaal Datta


In the presence of:

1. DIPESH CHOLERA



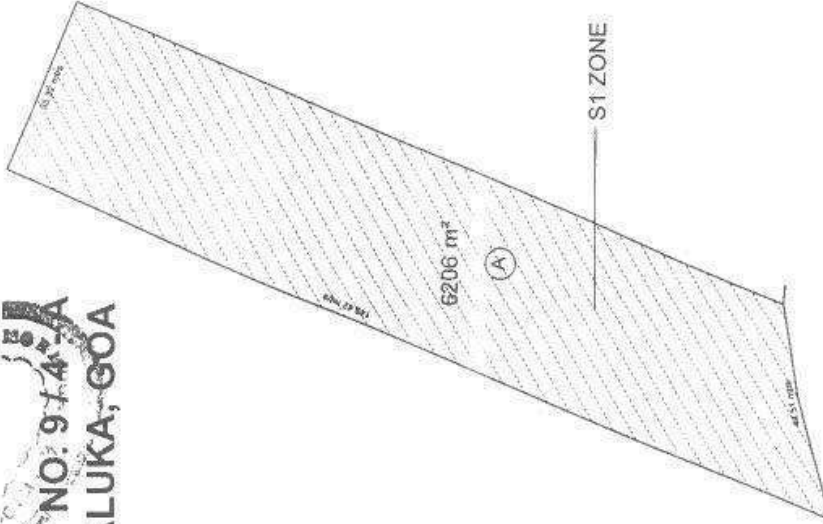
2. RAJ CHOLERA



Basuad Sar 



PLAN OF PROPERTY BEARING SURVEY NO: 914-A
OF DABOLIM VILLAGE, MORMUGAO TALUKA, GOA



SITE PLAN
SCALE - 1:1000

Q S Chole

Ramchand Dal



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa

Print Date & Time : - 29-Apr-2020 10:04:26 am

Document Serial Number :- 2020-MOR-542

Presented at 10:04:52 am on 29-Apr-2020 in the office of the **Office of the Civil Registrar-cum-Sub Registrar, Mormugoa** along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	263400
2	Registration Fee	576840
3	Mutation Fees	2500
4	Processing Fee	850
Total		843590

Stamp Duty Required :263400

Stamp Duty Paid : 263400

Presenter







Sr.No	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shantilal Tulsidas Age: 60. Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao. PAN No.: [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shantilal Tulsidas Age: 60. Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: [REDACTED]			
2	Bernard Lynn Dcosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62. Marital Status: ,Gender:Male,Occupation: Other, Address1 - 132-2 Assoi Chicalim Goa, Address2 - , PAN No.: [REDACTED]			
3	Bernard Lynn Dcosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62. Marital Status: ,Gender:Male,Occupation: Other, Address1 - 132-2 Assoi Chicalim Goa, Address2 - , PAN No.: [REDACTED]			

Witness:

I/We indy/dually/Collectively recognize the Vendor, Purchaser, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dipesh Cholera, 28 , ,8408900112 , ,Business , Marital status : Married 403711 Chicalin, Mormugao, SouthGoa, Goa			
2	Raj Cholera, 28 , ,9545654433 , ,Business , Marital status : Unmarried 403711 Chicalin, Mormugao, SouthGoa, Goa			


Sub Registrar**SOB - REGISTRAR**
MORMUGAO

Document Serial No:-2020-MOR-542

Book :- 1 Document

Registration Number :- **MOR-1-530-2020**

Date : 29-Apr-2020



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

SUB - REGISTRAR
MORMUGAO

Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa
REGISTRATION DEPARTMENT. GOVERNMENT OF GOA

Print Date Time:- 30-Apr-2020 10:56:30

Date of Receipt: 30-Apr-2020


Receipt No : 2020-21/10/16

Serial No. of the Document : 2020-MOR-548

Nature of Document : **Conveyance - 22**Received the following amounts from **Ashwin Cholera** for Registration of above Document in Book-1 for the year 2020

Registration Fee	86640	E-Challan	• Challan Number : 202000386949 • CIN Number : CKM7086839	86640
Processing Fee	890	E-Challan	• Challan Number : 202000386949 • CIN Number : CKM7086839	890
Total Paid	87530 (Rupees Eighty Seven Thousands Five Hundred And Thirty only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL

Please handover the Registered Document to the person named below

Name of the Person Authorized :


Signature of the Presenter

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **30-Apr-2020**

Signature of the person receiving the Document

Signature of the Sub-Registrar

31/08/20

For CITIZEN CREDIT
CO-OP BANK LTD


Authorized Signatory

(Rupees Four Thousand Three Hundred Only)

CITIZEN CREDIT CO-OP BANK LTD

E-320, RUA DE OUREM
PANAJI, GOA 403 001



भारत 49125 NON JUDICIAL ग व
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2020 2020 2020 13:06

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

Rs.0004300/- PB6818

INDIA STAMP DUTY GOA

Name of Purchaser SRANTILAL REAL ESTATE SERVICES



DEED OF SALE





THIS DEED OF SALE is executed at Vasco da Gama, Mormugao-Goa on this 26th day of the month of April in the year Two Thousand and Twenty by and;

BETWEEN



(1) MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO, daughter of Luis Filipe Francisco Vital Lopes Machado, age 36 years, unmarried, Service, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], resident of Rua das Figueiras No. 1-3E, 2635-106 Rio de Mouro-Sintra, 2633-106, Portugal;

(2) MR. RUI FILIPE GOMES alias RUI FILIPE alias RUI FILIPE GOMES MACHADO, son of Luis Filipe Francisco Vital Lopes Machado, age 27 years, unmarried, Service, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], resident of Rua das Figueiras No. 1-3E, 2635-106 Rio de Mouro - Sintra, 2633-106, Portugal; hereinafter referred to as the **"VENDORS"** (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, successors, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART.**

[Handwritten signature]

[Handwritten signature]

AND

M/S. SHANTILAL REAL ESTATE SERVICES, a registered partnership firm under the Indian Partnership Act, 1932, having their registered office at Shop No. 11, Apna Bazar, 1st Floor, Vasco da Gama, Goa with PAN Card No. [REDACTED] in this Deed represented

through its partners, **MR. ASHWIN CHOLERA**, son of late Shantilal Tulsidas, aged about 60 years, businessman, married, **Pan Card No.**

[REDACTED] resident of Chicalim, Goa Aadhar Card number: [REDACTED]

[REDACTED] [REDACTED] Mobile number: **+919823089757**, email id: **shantilalrealestate@gmail.com**, hereinafter referred to as

"PURCHASER" (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include it representatives, partners, nominees, executors, administrators and permitted assigns) of the **SECOND PART**.

The Vendors herein are represented in this act by their duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

That the Vendors have represented to the Purchaser as under:-

- A. That there exists a property known as **"ASSOY"** (aka **Assoi**) situated at Village Dabolim within the limits of Village Panchayat of Chicalim, Taluka and registration of Sub District of Mormugao,

Ashwin

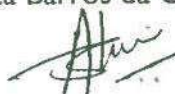
Bernard DCA

District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, which shall hereinafter be referred to as the "said larger property".

B. That the said larger property was originally owned and possessed exclusively by Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.

C. That said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa expired on 29th April, 1958 leaving behind as his moiety holder said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa and as his sole and universal heirs his following children namely:

1. Shri. Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa married to Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes.
2. Francisco Antonio Trifonio da Costa married to Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa.
3. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa married to Dr. Xavier Pereira.
4. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, Divorcee




5. Smt. Angela Lira da Costa Gomes married to Filomeno Santana Maria Gomes alias Filomeno de Fonseca.

6. Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa married to Smt. Selina Britto D'Costa alias Celina Brito.

7. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.



Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.

9. Ivo dos Milagres Costa married to Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa.

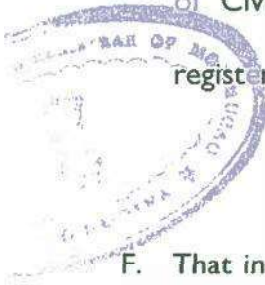
D. That said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa expired on 7th May, 1966 leaving behind a Deed of Gift dated 2/3/1963 drawn before the Notary Babacier Menezes of Judicial Division of Mormugao, by virtue of which said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa gifted her disposable share interalia in the said larger property to the extent of 1/3rd exclusively in favour of her son Mr. Luis Fonseca Da Costa.

E. That after the death of said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, there surfaced a dispute among their heirs as regards the management and

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enjoyment inter alia of the said larger property as a result of which a suit for Partition came to be instituted by some of the heirs namely Assiz Adolfo da Costa, Alice da Costa e Pereira and Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis Fonseca Da Costa and Valente da Costa (Defendants) in the Court of Civil Judge Senior Division at Margao which came to be registered as a Special Civil Suit No. 44/1969.



F. That in the said civil suit namely Special Civil Suit No. 44/1969, all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa decided to settle their disputes amicably and accordingly an Agreement dated 05/01/1971 came to be executed at Margao before the Chamber of 1st Officio Tribunal (Court) of the 'Comarca' of Salcete (Civil Judge Senior Division) with the intervention of all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which formed part of record of the trial court based on which the said Special Civil Suit No. 44/1969 came to be decreed and or disposed off.

G. That in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No.

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44/1969, the 1/3rd share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife Albertina do Rosario Souza e Costa and the balance 2/3rd share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:

- a. Francisco Antonio Trifonio da Costa and his wife Ana Alzira Barros da Costa,
- b. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa widow of Dr. Xavier Pereira and their heirs namely Tolentino Pereira and his wife Cyntia Saldanha Pereira alias Synthia Saldanha, Paulo Viegas Pereira and his wife Maria da Lourdes Perera and Antonio Pereira,
- c. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa,
- d. The heirs of late Ivo dos Milagres Costa namely Felix Carlos Milagres Rebelo e Costa, Philip Estevao Rebelo e Costa and Alvaro Teotonio Rebelo e Costa,
- e. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Selina Britto Costa,



- f. Angela Lira da Costa Gomes and her husband Filomeno Santana Maria Gomes alias Filomeno de Fonseca and
- g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.



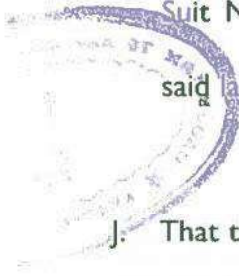
That by virtue of the allotment and partition effected in the said suits share of the said Mr. Luis Fonseca Da Costa came to be severed from the said larger property. The balance share in the said larger property continued to be owned and possessed as an independent and distinct unit disannexed from the said larger property, by the remaining heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca in terms of the Decree dated 15/10/1971 passed by the Court of Civil Judge Senior Division at Margao.

- i. That somewhere in the year 1986, some of the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca, who were allotted shares in the said larger property except for Mr. Luis Fonseca Da Costa whose share was determined, decided to partition their respective shares so as to enable them to enjoy their respective shares as an independent and distinct property as

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such a Civil suit came to be filed by one of the heir namely said Assis Adolfo da Costa alias Assiz Adolfo da Costa along with other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa filed a civil suit in the Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A interalia seeking partition of their share of the said larger property by metes and bounds.



- J. That the said Special Civil Suit No. 29/86/A came to be decreed by the Court of Civil Judge Senior Division at Vasco by virtue of a Judgment and Decree dated 09/10/2006 by virtue of which their share came to be partitioned and allotted to the respective heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa based on the Commissioner's report namely Shri. S. N. Bhende who was appointed in the said suit.

- K. That being aggrieved by the Decree passed by the Court of Civil Judge Senior Division at Vasco in Special Civil Suit No. 29/86/A, an appeal came to be filed before the District Judge- I, FTC-I, South Goa, Margao which appeal came to be registered as a Regular Civil Appeal No. 427/2010/FTC-I.

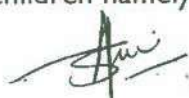
L. That subsequently, upon the death of the respective childrens of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as

set out herein below:

I. That said Shri. Manuel Constancio D'Fonseca e Costa expired leaving behind as his moiety holder Smt. Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes and as sole and universal heirs following children namely:

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

II. That said Francisco Antonio Trifonio da Costa expired leaving behind as his moiety holder Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa and as sole and universal heirs following children namely :-




- a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa
- b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.

III. That said Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa and her husband Dr. Xavier Pereira expired leaving behind as sole and universal heirs following children namely:-

- a. Tolentino Pereira married to Cyntia Saldanha Pereira.
 - b. Paulo Viegas Pereira married to Maria da Lourdes Perera.
 - c. Antonio Pereira
- i. That said Paulo Viegas Pereira expired leaving behind as his moiety holder his wife Maria da Lourdes Pereira and as sole and universal heirs following children namely:-
- a. Xavier Pereira married to Abizal Providencia Pereira
 - b. Malvina Pereira alias Malvina Viega Pereira married to Wilfred Fernandes
 - c. Sunil Pereira

IV. That said Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa expired in the status of Divorcee leaving behind as his sole and universal heirs following children namely:-




- a. Smt. Maria Fatima Barros Costa.
- b. Smt. Carla Maria de Barros Costa e Peres da Silva alias Carla Maria de Barros.

V. That said Filomeno Santana Maria Gomes alias Filomeno de Fonseca expired leaving behind as his moiety holder his wife Smt. Angela Lira da Costa Gomes and as sole and universal heirs following children namely:-

- a. Maria Helena Costa Gomes who expired in the status of spinster.
- b. Ruth de Costa Gomes married to Luis Filipe Vital Lopes Machado.

i. That said Ruth de Costa Gomes expired leaving behind as her moiety holder Luis Filipe Vital Lopes Machado and as sole and universal heirs following children namely :-

- a. Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado
- b. Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado.

VI. That said Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Smt. Selina Britto D'Costa alias Celina Brito expired leaving behind as their sole and universal heirs the following children namely:-

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- a. Smt. Andrea D'costa Pereira and
- b. Shri. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa.

VII. That said Shri. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa expired leaving behind as sole and universal heirs following children namely:-

- a. Shri. Luis Manuel Neves Costa.
- b. Smt. Maria Mauela Neves Costa Vicente Guerra married to Shri. Jose Rui Rocha Vicente Guerra.

VIII. That said Ivo dos Milagres Costa expired leaving behind as moiety holder his wife Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa who also expired subsequently leaving behind as their sole and universal heirs following children namely:-

- a. Felix Carlos Milagres Rebelo e Costa married to Smt. Maria Souza Costa
- b. Philip Estevao (Estevam) Rebelo e Costa married to Fernandes e Costa alias Susana Fernandes Costa.
- c. Alvaro Teotonio Rebelo e Costa married to Avita Barreto e Costa



M. That the afore referred persons are the sole surviving heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, who acquired right, inter alia, to said property which constitute the said larger property which fact came to be confirmed in a declaration on Oath made by Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa i.e., the Cabeça de Casal, on 20/11/1996 in the Inventory Proceedings No. 28/1996/A instituted before the Court of Civil Judge Senior Division at Vasco da Gama.

N. That in the said appeal i.e., Regular Civil Appeal No. 427/2010/FTC-I, all the afore referred heirs decided to settle their disputes amicably and arrived at settlement by virtue of which all the parties unanimously agreed to partition their share, and the plans came to be drawn earmarking their respective shares.

O. That in terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)", which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this Deed is the part of the property bearing Survey No. 9/4 of Village Dabolim admeasuring 62925 sq. mtrs.



which shall herein after be referred to as the “**said property**” and is better described in **Schedule II** herein below.

P. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn by the Court of Additional District Judge Fast Track Court, Margao

wherein, interalia the said property came to be partitioned amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 9/4 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-

I. MR. BERNARD LYNN DCOSTA alias BERNADO COSTA alias BERNADO D’COSTA alias BERNARD LINN D’COSTA came to be allotted the following portion of the said property namely:

a. Plot No. B-I admeasuring 9894 sq. mts. surveyed under Survey No. 9/4.

II. MR. JORGE GONCALO BARROS COSTA; MS. ROSA MARIA BORGES PEREIRA BARROS COSTA alias ROSA MARIA BORGES PEREIRA BARROS COSTA; MS. FLAVIA DE BARROS COSTA alias MARIA FLAVIA SANTANA




FERNANDES DE BARROS COSTA and MR. RUI MANUEL DE BARROS COSTA (now deceased) came to be allotted the following portion of the said property namely:

- a. Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4.

III. MS. MARIA FATIMA BARROS COSTA and MS. CARLA MARIA DE BARROS COSTA e PERES DA SILVA alias CARLA MARIA DE BARROS COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4.

IV. MS. ANGELA LIRA DA COSTA (now deceased), MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO and MR. RUI FILLIPE GOMES alias RUI FILLIPE alias RUI FILLIPE GOMES MACHADO came to be allotted the following portion of the said property namely:

- a. Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-2a admeasuring 5839 sq. mts. surveyed under Survey No. 9/4.




V. MR. LUIS MANUEL NEVES COSTA and MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA alias MARIA MANUELA NEVES COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-I admeasuring 8541 sq. mts. surveyed under Survey No. 9/4.



VI. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES(now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MS. NAZARE DA CONCEICAO LOPES COSTA alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR. ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:

- a. Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4.

Q. The said heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa for the sake of brevity shall be referred to as the "**Original Owners**".

R. That upon passing of the said Decree, the Original Owners started enjoying their respective portions of the said property as distinct and independent units.

S. That said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assuncao Gomes Costa alias Lizet De Assumsao Gomes expired on 10/4/2017 expired in the status of widow of late Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa and upon her Death a Succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 49995 from 2017 dated 26/9/2017 wherein it came to be declared that said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assuncao Gomes Costa alias Lizet De Assumsao Gomes expired leaving behind as sole and universal heirs the following children:

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.




- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

T. That said Mrs. Angela Lira da Costa expired on 26/4/2018 and upon her death a succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 2198 Book No. 4 from 2018 dated 28/5/2018 wherein it came to be declared that said Mrs. Angela Lira da Costa expired in the status of widow of late Filomeno Santana Maria Gomes alias Filomeno de Fonseca leaving behind as sole and universal heirs Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado, both being children of her deceased daughter Mrs. Maria Ruth da Costa Gomes married to late Luis Filipe Francisco Vital Lopes Machado.

U. That said Mr. Rui Manuel De Barros Costa expired on 05/9/2019 leaving behind as his moiety holder his widow Maria Flavia Santana Fernanes de Barros Costa and as sole and universal heirs the following children namely:

- a. Mr. Rui Jorge Barros Costa married to Ana Claudia Marques da Palma Barros Costa.




b. Mr. Ivo Filipe Barros Costa.

V. That though a specific portions of the said property came to be allotted to the Original Owners by virtue of the Consent Decree dated 17/09/2010, no partition by metes and bounds was effected in the survey records in terms of the provisions of Section 61 of Land Revenue Code as such the Original Owners earmarked the said property into various PLOT and one of the plot acquired by the Vendors herein is the Plot No. B-3 admeasuring 10069 sq. mts.

W. That the Vendors herein filed an application dated 02.12.2019 Section 61 of Land Revenue Code to partition their plot admeasuring 10069 sq. mts. surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa which application came to be registered as Case no. LRC/PART/142/2019/253 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 21.01.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 10069 sq. mts. came to be allotted new Survey number namely 9/4-C of Village Dabolim.

X. That the Vendors herein are desirous of selling and or transferring the part and parcel of the said property admeasuring 10069 sq. mts. to the extent of 4313 sq. mts. surveyed under Survey No. 9/4-

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C of Dabolim Village in favour of the Purchaser herein. The land to the extent of 4313 sq. mts. surveyed under Survey No. 9/4-C of Dabolim Village is better described in **Schedule IV** hereto and shall herein after be referred to as the "**Said Plot**" and is delineated in the Plan annexed hereto in black hatched lines.

Y. That except for the VENDORS herein, there are no other person/ persons who can have right, claim and interest in the SAID PLOT.

Z. That the SAID PLOT is free from any encumbrances and/or defect in title.

AA. That there are no tenants/mundkars and/or any other person who can claim any right of whatsoever nature in respect of the SAID PLOT, the VENDORS being the sole and exclusive owners of the SAID PLOT described in Schedule – IV hereto.

BB. That there is no road or access passing through the SAID PLOT described in Schedule IV, as an access to any other person, nor there is any easement right of way to any other person through the SAID PLOT.

CC. That the SAID PLOT is not the subject matter of any land acquisition under the Land Acquisition Act.

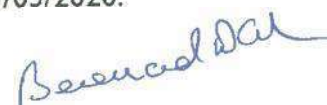


DD. That there are no litigations and/or disputes of any nature over the SAID PLOT described in Schedule- IV.

EE. That there are no statutory dues, due and payable to any government and/or semi-government bodies in respect of the SAID PLOT.

FF. **AND WHEREAS**, the VENDORS has represented to the PURCHASER that except for this Deed of Sale, the VENDORS have not entered into any agreement to transfer and or convey the SAID PLOT described in Schedule IV hereto with any other person or persons.

GG. Based on the said representations, the Purchaser herein agreed to purchase the said Plot admeasuring 4313 sq. mts. surveyed under Survey No. 9/4-C of Dabolim Village from the VENDORS for a total consideration of a sum of Rs. 43,07,000/- (Rupees Forty Three Lakhs Seven Thousand Only) which is the market value of the SAID PLOT and accordingly an Agreement for Sale dated 21/02/2020 came to be executed between the VENDORS and the Purchaser herein which is duly registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-439-2020 dated 09/03/2020.



HH. **AND WHEREAS** in partial modification of the payment schedule contained in the agreement dated 21/02/2020, the VENDORS has requested the Purchaser the balance consideration in the manner stipulated at **ANNEXURE A** to which the Purchaser has agreed.

II. **AND WHEREAS**, the Purchaser has effected part consideration under the said Agreement for Sale dated 21/02/2020 in favour of the VENDORS herein.

J. **AND WHEREAS**, the Purchaser has called upon the VENDORS to execute a Deed of Sale in respect of the SAID PLOT in favour of the Purchaser and transfer the said plot in favour of the purchaser in terms of the stipulations contained in the said Agreement for Sale dated 21/02/2020.

KK. **AND WHEREAS**, the VENDORS have acceded to the request of the Purchaser and has agreed to execute this Deed in terms of the stipulation contained hereinbelow.

NOW THEREFORE THIS DEED WITNESSETH ASUNDER: -

1) That in consideration of a sum of Rs. 43,07,000/- (Rupees Forty Three Lakhs Seven Thousand Only) which the Purchaser has paid to the Vendors in the following manner:-

a) An amount of Rs. 50,000/- (PART) (Rupees Fifty Thousand Only) paid by the Purchaser to the Vendor at Serial No. 1




vide Cheque bearing No. 001607 dated 06.12.2018 vide -
HDFC Bank, Vasco-da-Gama Branch, the receipt of which the
Vendor at Serial No. 1 do hereby acknowledge;

b) An amount of Rs. 50,000/- (PART) (Rupees Fifty Thousand
Only) paid by the Purchaser to the Vendor at Serial No. 2
vide Cheque bearing No. 001608 dated 06.12.2018 vide
HDFC Bank, Vasco-da-Gama Branch, the receipt of which the
Vendor at Serial No. 2 do hereby acknowledge;

c) An amount of Rs. 1,75,640/- (Rupees One Lakh Seventy Five
Thousand Six Hundred Forty Only) paid by the Purchaser to
the Vendor at Serial No. 1 vide Cheque bearing No. 000069
dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch,
the receipt of which the Vendor at Serial No. 1 do hereby
acknowledge;

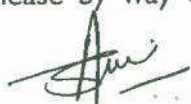
d) An amount of Rs. 1,75,640/- (Rupees One Lakh Seventy Five
Thousand Six Hundred Forty Only) paid by the Purchaser to
the Vendor at Serial No. 2 vide Cheque bearing No. 000070
dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch,
the receipt of which the Vendor at Serial No. 2 do hereby
acknowledge;

e) An amount of Rs. 50,000/- (PART) (Rupees Fifty Thousand
Only) is paid by the Purchaser, at the request of the vendors
in the account held by late MS. ANGELA LIRA DA COSTA,

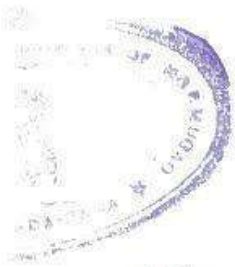


vide Cheque bearing No. 001632 dated 14.12.2018 vide
HDFC Bank, Vasco-da-Gama Branch,

- f) An amount of Rs 1,48,720/- (Rupees One Lakh Forty Eight Thousand Seven Hundred Twenty Only) being Tax Deducted at source at the time of execution of Agreement for Sale referred in Para GG above.
- g) The balance amount of Rs 36,57,000/- (Rupees Thirty Six Lakhs Fifty Seven Thousand Only) paid by the Purchaser to the Vendors by issuing post dated cheques details of which are set out at **Annexure A**, which shall form integral part of this Deed the receipt of which amount the Vendors do hereby acknowledge; the VENDORS as absolute owners in possession in respect of all that part and parcel of the of the land to the extent of **4313 sq. mts.** surveyed under **Survey No. 9/4-C of Dabolim Village** better described in **Schedule IV** hereto and is delineated in black hatched lines on the plan annexed hereto being portion of the Plot identified as Plot No. B-3 admeasuring an area of 10069 sq. mtrs. surveyed under Survey No. 9/4-C of Village Dabolim forming part of property known as **"ASSOY" (aka Assoi)** admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa, do hereby transfer, sell, convey, grant, release by way of sale, unto the PURCHASER all that part



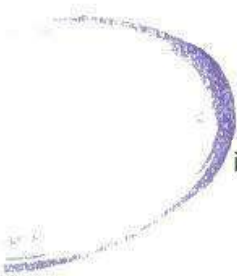
and parcel of the **SAID PLOT** described in **Schedule IV** hereunder written and is delineated in black hatched lines on the plan annexed hereto, along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER, as absolute Owners thereof, free from any charge or encumbrances to be held and enjoyed by the PURCHASER forever, peacefully without any disturbance and/or hindrance from the VENDORS or **any person** claiming through them.



2) The VENDORS do hereby covenant with the PURCHASER as under:

- i. That the Vendors Have a clear valid and marketable right, title and interest to the **SAID PLOT** described in **Schedule IV** and are entitled and authorized to sell/alienate the same unto the PURCHASER.
- ii. That should there be any defect in the title of the **SAID PLOT** hereby conveyed, the VENDORS shall at all times, indemnify and keep the PURCHASER indemnified for loss suffered on account of such defect, if any, and shall, at their own costs and expenses clear the defect in title of the **SAID PLOT**, if any.

iii. That the VENDORS shall at the cost and expenses of the PURCHASER do all that is required for better assuring and/or perfecting the title of the **SAID PLOT** described in **Schedule IV** hereto in favour of the PURCHASER, which shall include all necessary acts to secure the mutation of the survey records in respect of **SAID PLOT** in the name of the PURCHASER.



iv. That the VENDORS have today put the PURCHASER in unconditional exclusive peaceful vacant possession of the **SAID PLOT** described in **Schedule IV** from the VENDORS and/or any other person or persons claiming through the VENDORS.

v. The VENDORS covenant that **there** is no road or access passing through the **SAID PLOT** described in **Schedule IV** as an access to any other person, nor there is any easement right of way to any other person through the **SAID PLOT**.

vi. The VENDORS covenant with the PURCHASER that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the **SAID PLOT** described in **Schedule IV** hereto.



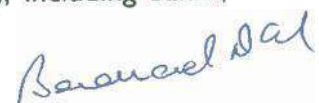
vii. The VENDORS covenant with the PURCHASER that there is no attachment or prohibitory order issued by any competent authority or court prohibiting the sale or transfer of the **SAID PLOT** described in **Schedule IV**.

viii. The VENDORS covenant to the PURCHASER that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party **SAID PLOT** by mortgaging or creating a security interest in the described in **Schedule IV** and/or against collateral security thereof.

ix. The VENDORS covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien, or otherwise howsoever, in the **SAID PLOT** described in **Schedule IV** and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

x. The Vendors further declares and confirms that they have not created any third party rights and/or interests of whatsoever nature in respect in the **SAID PLOT** in favour of any person and/or persons(s), including banks,





financial institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien, pledge or any other mode, whatsoever.

xi. That should any defect be found and/or surface in the title of the SAID PLOTS, the VENDORS shall at their own cost, remedy and/or clear the said defects if any.

xii. The VENDORS covenant with the PURCHASER that the VENDORS shall at all times indemnify and keep the PURCHASER indemnified for any loss and/or damage caused to the PURCHASER on account of such defect in title of the SAID PLOT, or on account of any breach or inaccuracy in any of their covenants contained herein.

xiii. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOT, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.



xiv. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOTS, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.

xv. The VENDORS covenant to the PURCHASER that there is no restraint either under the Income Tax Act or Gift Tax Act or any other statute from selling or transferring the SAID PLOT.

xvi. The VENDORS covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, license, lien, or otherwise howsoever in respect of the SAID PLOT and they are competent and entitled to sell



and transfer the same in the manner provided in these presents.

3) The Vendors covenant that the Vendors shall assist and cooperate with the Purchaser to do all that is required to be done to clear the SAID PLOT from the purview of private forest by obtaining necessary NOC/Letter to that effect from the Office of Conservator of Forest, State of Goa and to get the SAID PLOT converted from agricultural to non-agricultural use by obtaining Conversion Sanad from the competent authorities in terms of the Land Revenue Code, 1968.

4) The Purchaser covenant that the amount of Rs. 36,57,000/- (Rupees Thirty Six Lakhs Fifty Seven Thousand Only) towards which the post dated cheques are issued by the Purchaser to the Vendors, shall be paid by the Purchaser to the Vendors on the respective dates mentioned on the respective cheques referred to at **Annexure A** written herein below.

5) The Purchaser covenant that the said cheques shall be deposited by the Vendors on the due date as specified on the respective cheques and further covenant that the same will be duly Honoured as and when presented for clearing by the Vendors. In the event the cheques issued under this DEED are not honoured for whatever



reasons, the Purchaser shall be liable to pay interest on the said defaulted amount calculated at the rate of 6% p.a. from the date of such default till its effective payment calculated on simple interest basis on the basis of days of delay.

6) The VENDORS hereby accord their no objection to the PURCHASER to carry out mutation in respect of the SAID PLOT described in Schedule IV hereto and the VENDORS further covenant that they shall do all that is required to ensure that the name of the PURCHASER is entered into the Record of Rights as occupants of the SAID PLOT described in Schedule IV hereto by way of mutation.

7) The Vendors and Purchaser hereby declare that the SAID PLOT in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

8) The Parties hereby declare that the subject matter of the SAID PLOT is non-agricultural and that the document and transaction is in compliance with the Foreign Exchange Management Act 1999 and as per the Reserve Bank of India guidelines. The Office of the Civil Registrar Cum Sub-Registrar of Mormugao shall not be responsible if the parties violate FEMA and RBI guidelines.



9) For the purpose of Stamp Duty, the market value of the **SAID PLOT** better described in **Schedule IV** hereby transferred is Rs. 43,07,000/- (Rupees Forty Three Lakhs Seven Thousand Only) and the stamp duty payable is a sum of Rs. 1,29,300/- (Rupees One Lac Twenty Nine Thousand Three Hundred Only) out of which a stamp duty of Rs. 1,25,000/- (Rupees One Lac Twenty Five Thousand Only) is paid at the time of execution of the said Agreement for Sale dated 21/02/2020, registered in the Office of the Sub-Registrar of Mormugao under No. MOR-1-439-2020 dated 09/03/2020 and after adjusting the said stamp duty paid under the said Agreement for Sale dated 21/02/2020, the Stamp Duty of Rs. 4,300/- (Rupees Four Thousand Three Hundred Only) is affixed to this Deed of Sale which is borne by the PURCHASER.



SCHEDULE I

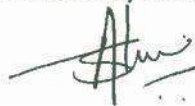
ALL THAT property known as **"ASSOY"** (aka **Assoi**) along with the residential house situated at Dabolim within the limits of Village Panchayat of Chicalim (alias Sancoale Village), Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete surveyed in the records of rights of Village Dabolim under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1. The said larger property is bounded as under:

On the North : By Assoichi paz of the Comunidade of Sancoale and the properties of Camilo Martins and Antonio Micael de Azaredo

On the South : By the railway line and Sebastiao da Costa Araujo.

On the East : By Assoichi paz of the Comunidade of Sancoale and the property of Prithi Dass, Pomu Mahadeo Gaudo, Camilo Pereira, Manuel Piedade Sequeira, Antonio Micael de Azaredo, Antonio Mascarenhas, Pascoal Fernandes, Pedro Francisco Fernandes, Jose Rodrigues, Francisco Xavier Vaz, Jose Tavares Filipe Bernardo de Azaredo and 'Falencia' of Comunidade of Chicalim;

On the West : By the drain.

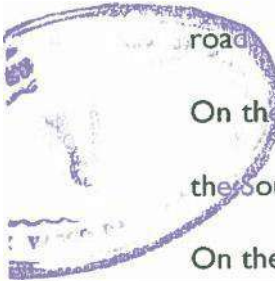


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SCHEDULE II**(SAID PROPERTY)**

ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, District of South Goa, State of Goa and is bounded as under:

On the North : By Survey No. 10, Survey No. 9/5 & 15 meters wide



On the South : By Survey No. 9/3 & 20 meters wide road (adjoining the South Western Railways)

On the East : By Survey No. 4/2

On the West : By Survey No. 9/5 and Chicalim/Dabolim Nullha

SCHEDULE III**(SAID PORTION OF LAND)**

ALL THAT Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4-C of Dabolim Village forming part of the property known as "**ASSOY**" (aka Assoi) totally admeasuring an area of 62925 sq. mts. surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule II herein above. The said Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4-C of Dabolim Village is bounded as under:

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Barasad Dab

North : by property bearing survey no. 9/4-H of Dabolim Village.

South : by property bearing survey no. 9/4-E of Dabolim Village.

East : by property bearing survey no. 9/4-B of Dabolim Village.

West : by property bearing survey no.9/4-G of Dabolim Village & 9/4-H of Dabolim Village.

SCHEDULE IV

(SAID PLOT)



ALL THAT PART AND PARCEL of the plot of land admeasuring 4313 sq. mts. being portion of the Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4-C of Dabolim Village forming part of the property known as "**ASSOY**" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule IV herein above. The said plot of land admeasuring 4313 sq. mts. is delineated in the plan annexed hereto in black hatched lines and is bounded as under:

North : by property bearing survey no. 9/4-H of Dabolim Village.

South : by property bearing survey no. 9/4-E of Dabolim Village.

East : by property bearing survey no. 9/4-B of Dabolim Village.

West : by remaining portion of the property bearing survey no.9/4-C of Dabolim Village.

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ANNEXURE A

The balance amount of Rs. 36,57,000/- (Rupees Thirty Six Lakhs Fifty Seven Thousand Only) upon deducting TDS shall be paid by the Purchaser to the Vendors on or before 30/04/2021 in the following manner:

Payment to Vendor under Serial No. (1)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000138	1/08/2020	HDFC Bank Vasco-Da Gama, Goa
5,00,000/-	000140	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000142	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000144	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000146	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
78,500/-	000148	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (2)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000139	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000141	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000143	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000145	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000147	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
78,500/-	000149	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

IN WITNESS WHEREOF the parties hereto have signed this

Deed of Sale on the date, month and year mentioned hereinabove.




SIGNED AND DELIVERED

By the within named

'VENDORS' of the **FIRST PART**:

Bernard D Costa



Bernard D Costa




MR. BERNARD LYNN DCOSTA alias **BERNADO COSTA** alias **BERNADO D'COSTA** alias **BERNARD LINN D'COSTA** for and on behalf of (1) **MS. IVA GOMES** alias **EVA GOMES** alias **IVA CLAUDIA GOMES MACHADO** and (2) **MR. RUI FILIPE GOMES** alias **RUI FILIPE** alias **RUI FILIPE GOMES MACHADO** duly appointed vide General Power of Attorney dated 14/11/2011.




L. H. F. P.


R. H. F. P.


1. 


1. 


2. 

2. 

3. 

3. 

4. 

4. 

5. 

5. 

[Signature]

Bernard D Costa

SIGNED AND DELIVERED by
The within named **PURCHASER**
of the **SECOND PART**:

M/S. SHANTILAL REAL ESTATE SERVICES

represented through its partner

A. S. Cholera

MR. ASHWIN CHOLERA



L. H. F. P.

R. H. F. P.



1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Ashwin Cholera

Baenad Sca

In the presence of:

1. DIPESH CHOLERA



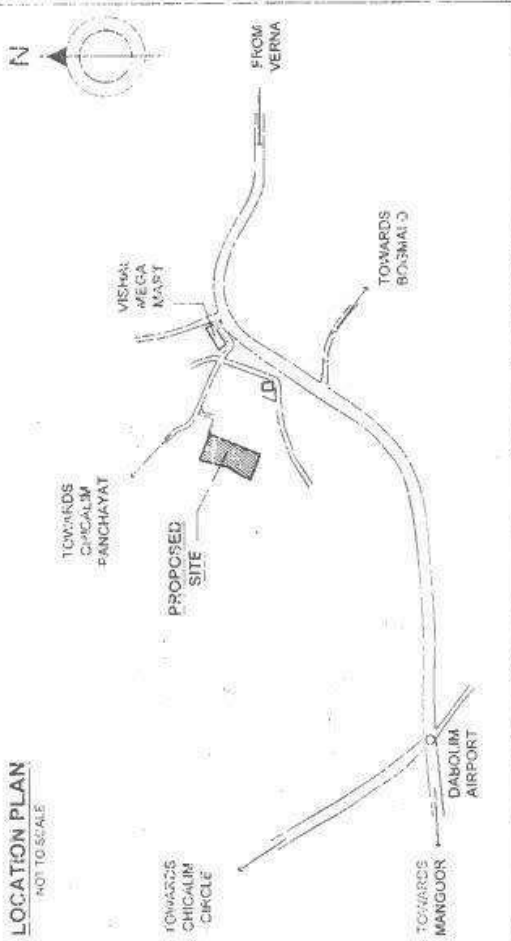
2. RAJ CHOLERA



Bansal DC

LOCATION PLAN

NOT TO SCALE



SITE PLAN
SCALE - 1:1000

A S Choker

PLAN OF PROPERTY BEARING SURVEY NO. 9 / 4 - C
OF DABOLIM VILLAGE, MORMUGAO TALUKA, GOA

Basant Lal



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa

Print Date & Time : - 30-Apr-2020 10:04:58 am

Document Serial Number :- 2020-MOR-548

Presented at 10:04:22 am on 30-Apr-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	4300
2	Registration Fee	86640
3	Mutation Fees	2500
4	Processing Fee	890
Total		94330

Stamp Duty Required :4300

Stamp Duty Paid : 4300

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shri Shantilal Tulsidas Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: [REDACTED]			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shri Shantilal Tulsidas Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: [REDACTED]			
2	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - 132-2 Assoi Chicalim Goa, Address2 - , PAN No.: [REDACTED]			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
-------	------------------------	-------	-------	-----------

1	Dipesh Cholera, 28 , ,8408900112 , ,Business , Marital status : Married 403711 Chicalim, Mormugao, SouthGoa, Goa			
2	Raj Cholera, 28 , ,9545654433 , ,Business , Marital status : Unmarried 403711 Chicalim, Mormugao, SouthGoa, Goa			




Sub Registrar

**SUB-REGISTRAR
MORMUGAO**

Document Serial No:-2020-MOR-548

Book :- 1 Document
Registration Number :- **MOR-1-534-2020**
Date : 30-Apr-2020



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

SUB-REGISTRAR
MORMUGOA

Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED
Office of the Civil Registrar-cum-Sub Registrar, Mormugoa
REGISTRATION DEPARTMENT. GOVERNMENT OF GOA

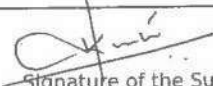
Print Date Time:- 30-Apr-2020 10:46:15
Date of Receipt: 30-Apr-2020

Receipt No : 2020-21/10/14
Serial No. of the Document : 2020-MOR-547
Nature of, Document : **Conveyance - 22**

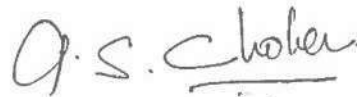
Received the following amounts from **Ashwin Cholera** for Registration of above Document in Book-1 for the year 2020

Registration Fee	576840	E-Challan	• Challan Number : 202000387087 • CIN Number : CKM7094427	500000
		E-Challan	• Challan Number : 202000387088 • CIN Number : CKM7094038	76840
Processing Fee	1100	E-Challan	• Challan Number : 202000387088 • CIN Number : CKM7094038	1100
Total Paid	577940 (Rupees Five Lakh Seventy Seven Thousands Nine Hundred And Forty only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL
Please handover the Registered Document to the person named below
Name of the Person Authorized :



Specimen Signature of the Person Authorized
TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT
The Registered Document has been handed over to on Dated **30-Apr-2020**

Signature of the Presenter

Signature of the person receiving the Document

Signature of the Sub-Registrar

31/08/20

For CITIZEN CREDIT
CO-OP BANK LTD


Authorized Signatory

Chques Two lakhs Sixty three Thousand Four Hundred Only

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

भारत 49127 NON JUDICIAL गीत
126294 APR 24 2020



2020 APR 24 13:18

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

Rs.0263400/- PB6818

INDIA STAMP DUTY GOA

Name of Purchaser SKANTILAL REAL ESTATE SERVICES



DEED OF SALE

Renowned

Atius

THIS DEED OF SALE is executed at Vasco da Gama, Mormugao-Goa on this 26th day of the month of April in the year Two Thousand and Twenty by and;



BETWEEN

(1) MR. BERNARDINO GONCALO GOMES COSTA alias **MR. BERNARDINO GONCALO GOMES E COSTA**, son of late Manuel Constancio da Fonseca e Costa, age 79 years, married, Retired, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED] resident of Rua Comandante Ramiro Correia, N7 2DTO, 2700025 Amadora;

(2) MS. NAZARE LOPES COSTA alias **NAZARE DA CONCEICAO LOPES COSTA**, daughter of Antonio Evaristo Lopes, age 75 years, married, Retired, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED] resident of Rua Comandante Ramiro Correia, N7 2DTO, 2700025 Amadora;

(3) MR. MANUEL DA FONSECA E COSTA, son of late Manuel Constancio da Fonseca e Costa, age 76 years, Divorcee, Retired, holding

Manuel da Fonseca e Costa
Bernardino

OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271,
 Holder of Pan Card bearing no. [REDACTED], resident of Praceta Dr
 Aleixo Da Cunha, N II 2ESQ, 8005-160 FARO;

(4) MS. MARIA HELENA COSTA GOMES BORGES alias
MARIA HELENA COSTA alias **MARIA HELENA DA COSTA**,
 daughter of late Manuel Constancio da Fonseca e Costa, age 77 years,
 Retired, married, holding OCI Card no. [REDACTED] Portuguese National,
 Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED],
 resident of Rua Oliveira Martins N13 2E 2700-620, Amadora;



(5) MR. ANTONIO JOSE BRAGA BORGES, son of Abel Borges
 Pereira, age 78 years, Retired, married, holding OCI Card no.
 [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan
 Card bearing no. [REDACTED] resident of Rua Oliveira Martins N13 2E
 2700-620, Amadora; hereinafter referred to as the **"VENDORS"**
 (which expression shall unless repugnant to the context or meaning
 thereof shall include their heirs, successors, executors, administrators,
 nominees, legal representatives and assigns) of the **FIRST PART.**

AND

M/S SHANTILAL REAL ESTATE SERVICES, a registered
 partnership firm under the Indian Partnership Act, 1932, having their
 registered office at Shop No. 11, Apna Bazar, 1st Floor, Vasco da Gama,

[Handwritten signatures]
 Basuvel Dca

Goa with PAN Card No. [REDACTED] in this Deed represented through its partners, **MR ASHWIN CHOLERA**, son of late Shantilal Tulsidas, aged about **60** years, businessman, married, **Pan Card No.** [REDACTED] resident of Chicalim, Goa Aadhar Card number: [REDACTED] Mobile number: **+919823089757**, email id: **shantilalrealestate@gmail.com**, hereinafter referred to as **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include it representatives, partners, nominees, executors, administrators and permitted assigns) of the **SECOND PART.**



The Vendor at Serial No. 1 and 2 is represented in this act by their duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

The Vendor at Serial No. 3 is represented in this act by his duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 17.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

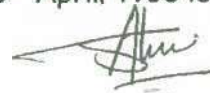
[Handwritten Signature]
Bernard D'Costa

The Vendor at Serial No. 4 and 5 is represented in this act by their duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.



That the Vendors have represented to the Purchaser as under:-

- A. That there exists a property known as **“ASSOY” (aka Assoi)** situated at Village Dabolim within the limits of Village Panchayat of Chicalim, Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, which shall hereinafter be referred to as the **“said larger property”**.
- B. That the said larger property was originally owned and possessed exclusively by Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.
- C. That said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa expired on 29th April, 1958 leaving behind as his


Bernard D'Costa

moiety holder said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa and as his sole and universal heirs his following children namely:

1. Shri. Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa married to Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes.
2. Francisco Antonio Trifonio da Costa married to Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa.
3. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa married to Dr. Xavier Pereira.
4. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, Divorcee
5. Smt. Angela Lira da Costa Gomes married to Filomeno Santana Maria Gomes alias Filomeno de Fonseca.
6. Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa married to Smt. Selina Britto D'Costa alias Celina Brito.
7. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correira Costa alias Maria Olga Correia Neves Costa.
8. Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.



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9. Ivo dos Milagres Costa married to Albertina Rebelo e Costa
alias Albertina Eremita Josefa Rebelo e Costa.

D. That said Mrs. Helena Floripes da Fonseca e Costa alias Helena
Fonseca Costa expired on 7th May, 1966 leaving behind a Deed of
Gift dated 2/3/1963 drawn before the Notary Babacier Menezes of
Judicial Division of Mormugao, by virtue of which said Mrs. Helena
Floripes da Fonseca e Costa alias Helena Fonseca Costa gifted her
disposable share interalia in the said larger property to the extent
of 1/3rd exclusively in favour of her son Mr. Luis Fonseca Da
Costa.



E. That after the death of said Mr. Bernardino Teotonio Costa alias
Bernardino Teotonio da Costa and Mrs. Helena Floripes da
Fonseca e Costa alias Helena Fonseca Costa, there surfaced a
dispute among their heirs as regards the management and
enjoyment interalia of the said larger property as a result of which
a suit for Partition came to be instituted by some of the heirs
namely Assiz Adolfo da Costa, Alice da Costa e Pereira and
Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis
Fonseca Da Costa and Valente da Costa (Defendants) in the Court
of Civil Judge Senior Division at Margao which came to be
registered as a Special Civil Suit No. 44/1969.

Assiz

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F. That in the said civil suit namely Special Civil Suit No. 44/1969, all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa decided to settle their disputes amicably and accordingly an Agreement dated 05/01/1971 came to be executed at Margao before the Chamber of 1st Officio Tribunal (Court) of the 'Comarca' of Salcete (Civil Judge Senior Division) with the intervention of all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which formed part of record of the trial court based on which the said Special Civil Suit No. 44/1969 came to be decreed and or disposed off.




G. That in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No. 44/1969, the 1/3rd share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife Albertina do Rosario Souza e Costa and the balance 2/3rd share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio

Ami
Bernardo da Costa

da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:

- a. Francisco Antonio Trifonio da Costa and his wife Ana Alzira Barros da Costa,
- b. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa widow of Dr. Xavier Pereira and their heirs namely Tolentino Pereira and his wife Cyntia Saldanha Pereira alias Synthia Saldanha, Paulo Viegas Pereira and his wife Maria da Lourdes Perera and Antonio Pereira,
- c. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa,
- d. The heirs of late Ivo dos Milagres Costa namely Felix Carlos Milagres Rebelo e Costa, Philip Estevao Rebelo e Costa and Alvaro Teotonio Rebelo e Costa,
- e. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Selina Britto Costa,
- f. Angela Lira da Costa Gomes and her husband Filomeno Santana Maria Gomes alias Filomeno de Fonseca and
- g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correira Costa alias Maria Olga Correia Neves Costa.

H. That by virtue of the allotment and partition effected in the said suit, share of the said Mr. Luis Fonseca Da Costa came to be


Barros da Costa

severed from the said larger property. The balance share in the said larger property continued to be owned and possessed as an independent and distinct unit disannexed from the said larger property, by the remaining heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca in terms of the Decree dated 15/10/1971 passed by the Court of Civil Judge Senior Division at Margao.

- I. That somewhere in the year 1986, some of the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca, who were allotted shares in the said larger property, except for Mr. Luis Fonseca Da Costa whose share was determined, decided to partition their respective shares so as to enable them to enjoy their respective shares as an independent and distinct property as such a Civil suit came to be filed by one of the heir namely said Assis Adolfo da Costa alias Assiz Adolfo da Costa along with other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa filed a civil suit in the Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A interalia seeking partition of their share of the said larger property by metes and bounds.

Assiz

Assiz Adolfo da Costa

J. That the said Special Civil Suit No. 29/86/A came to be decreed by the Court of Civil Judge Senior Division at Vasco by virtue of a Judgment and Decree dated 09/10/2006 by virtue of which their share came to be partitioned and allotted to the respective heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa based on the Commissioner's report namely Shri. S. N. Bhende who was appointed in the said suit.



K. That being aggrieved by the Decree passed by the Court of Civil Judge Senior Division at Vasco in Special Civil Suit No. 29/86/A, an appeal came to be filed before the District Judge- I, FTC-I, South Goa, Margao which appeal came to be registered as a Regular Civil Appeal No. 427/2010/FTC-I.

L. That subsequently, upon the death of the respective children of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as set out herein below:

Shri
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I. That said Shri. Manuel Constancio D'Fonseca e Costa expired leaving behind as his moiety holder Smt. Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes and as sole and universal heirs following children namely:

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

II. That said Francisco Antonio Trifonio da Costa expired leaving behind as his moiety holder Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa and as sole and universal heirs following children namely :-

- a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa
- b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.

III. That said Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa and her husband Dr. Xavier Pereira expired


Manuel da Costa

leaving behind as sole and universal heirs following children namely:-

- a. Tolentino Pereira married to Cyntia Saldanha Pereira.
 - b. Paulo Viegas Pereira married to Maria da Lourdes Perera.
 - c. Antonio Pereira
- i. That said Paulo Viegas Pereira expired leaving behind as his moiety holder his wife Maria da Lourdes Perera and as sole and universal heirs following children namely:-

- a. Xavier Pereira married to Abizal Providencia Pereira
- b. Malvina Pereira alias Malvina Viega Pereira married to Wilfred Fernandes
- c. Sunil Pereira

IV. That said Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa expired in the status of Divorcee leaving behind as his sole and universal heirs following children namely:-

- a. Smt. Maria Fatima Barros Costa.
- b. Smt. Carla Maria de Barros Costa e Peres da Silva alias Carla Maria de Barros.

V. That said Filomeno Santana Maria Gomes alias Filomeno de Fonseca expired leaving behind as his moiety holder his wife Smt.

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Barros da Costa

Angela Lira da Costa Gomes and as sole and universal heirs following children namely:-

- a. Maria Helena Costa Gomes who expired in the status of spinster.
 - b. Ruth de Costa Gomes married to Luis Filipe Vital Lopes Machado.
- i. That said Ruth de Costa Gomes expired leaving behind as her moiety holder Luis Filipe Vital Lopes Machado and as sole and universal heirs following children namely :-

- a. Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado
- b. Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado.



VI. That said Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Smt. Selina Britto D'Costa alias Celina Brito expired leaving behind as their sole and universal heirs the following children namely:-

- a. Smt. Andrea D'costa Pereira and
- b. Shri. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa.

VII. That said Shri. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correira Costa alias Maria Olga

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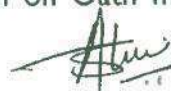

Correia Neves Costa expired leaving behind as sole and universal heirs following children namely:-

- a. Shri. Luis Manuel Neves Costa.
- b. Smt. Maria Mauela Neves Costa Vicente Guerra married to Shri. Jose Rui Rocha Vicente Guerra.

VIII. That said Ivo dos Milagres Costa expired leaving behind as moiety holder his wife Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa who also expired subsequently leaving behind as their sole and universal heirs following children namely:-

- a. Felix Carlos Milagres Rebelo e Costa married to Smt. Maria Souza Costa
- b. Philip Estevao (Estevam) Rebelo e Costa married to Fernandes e Costa alias Susana Fernandes Costa.
- c. Alvaro Teotonio Rebelo e Costa married to Avita Barreto e Costa

M. That the afore referred persons are the sole surviving heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, who acquired right, inter alia, to said property which constitute the said larger property which fact came to be confirmed in a declaration on Oath made by Mr. Joaquim

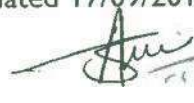
 

Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa i.e., the Cabeça de Casal, on 20/11/1996 in the Inventory Proceedings No. 28/1996/A instituted before the Court of Civil Judge Senior Division at Vasco da Gama.

N. That in the said appeal i.e., Regular Civil Appeal No. 427/2010/FTC-I, all the afore referred heirs decided to settle their disputes amicably and arrived at settlement by virtue of which all the parties unanimously agreed to partition their share, and the plans came to be drawn earmarking their respective shares.

O. That in terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)". which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this Deed is the part of the property bearing Survey No. 9/4 of Village Dabolim admeasuring 62925 sq. mtrs. which shall herein after be referred to as the "**Said Property**" and is better described in **Schedule II** herein below.

P. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn

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by the Court of Additional District Judge Fast Track Court, Margao wherein, interalia , the said property came to be partitioned amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 9/4 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-

I. MR. BERNARD LYNN DCOSTA alias BERNADO COSTA alias BERNADO D'COSTA alias BERNARD LINN D'COSTA came to be allotted the following portion of the said property namely:

a. Plot No. B-1 admeasuring 9894 sq. mts. surveyed under Survey No. 9/4.

II. MR. JORGE GONCALO BARROS COSTA; MS. ROSA MARIA BORGES PEREIRA BARROS COSTA alias ROSA MARIA BORGES PEREIRA BARROS COSTA; MS. FLAVIA DE BARROS COSTA alias MARIA FLAVIA SANTANA FERNANDES DE BARROS COSTA and MR. RUI MANUEL DE BARROS COSTA (now deceased) came to be allotted the following portion of the said property namely:

a. Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4.

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III. MS. MARIA FATIMA BARROS COSTA and MS. CARLA MARIA DE BARROS COSTA e PERES DA SILVA alias CARLA MARIA DE BARROS COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4.

IV. MS. ANGELA LIRA DA COSTA (now deceased), MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO and MR. RUI FILLIPE GOMES alias RUI FILLIPE alias RUI FILLIPE GOMES MACHADO came to be allotted the following portion of the said property namely:

- a. Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-2a admeasuring 5839 sq. mts. surveyed under Survey No. 9/4.



V. MR. LUIS MANUEL NEVES COSTA and MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA alias MARIA MANUELA NEVES COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4.

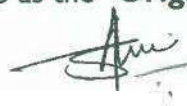
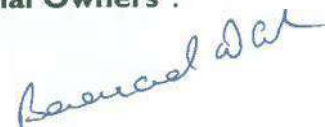
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b. Plot No. P-1 admeasuring 8541 sq. mts. surveyed under Survey No. 9/4.

VI. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES(now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MS. NAZARE DA CONCEICAO LOPES COSTA alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR. ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:

a. Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4.

Q. The said heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa for the sake of brevity shall be referred to as the "**Original Owners**".

- R. That upon passing of the said Decree, the Original Owners started enjoying their respective portions of the said property as distinct and independent units.
- S. That said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired on 10/4/2017 expired in the status of widow of late Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa and upon her Death a Succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 49995 from 2017 dated 26/9/2017 wherein it came to be declared that said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired leaving behind as sole and universal heirs the following children:



- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

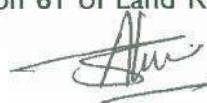

Bernardino da Costa

T. That said Mrs. Angela Lira da Costa expired on 26/4/2018 and upon her death a succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 2198 Book No. 4 from 2018 dated 28/5/2018 wherein it came to be declared that said Mrs. Angela Lira da Costa expired in the status of widow of late Filomeno Santana Maria Gomes alias Filomeno de Fonseca leaving behind as sole and universal heirs Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado, both being children of her deceased daughter Mrs. Maria Ruth da Costa Gomes married to late Luis Filipe Francisco Vital Lopes Machado.

U. That said Mr. Rui Manuel De Barros Costa expired on 05/9/2019 leaving behind as his moiety holder his widow Maria Flavia Santana Fernanes de Barros Costa and as sole and universal heirs the following children namely:

- a. Mr. Rui Jorge Barros Costa married to Ana Claudia Marques da Palma Barros Costa.
- b. Mr. Ivo Filipe Barros Costa.

V. That though a specific portions of the said property came to be allotted to the Original Owners by virtue of the Consent Decree dated 17/09/2010, no partition was effected in the survey records in terms of the provisions of Section 61 of Land Revenue Code as



Barros Costa

such the Original Owners earmarked the said property into various PLOT and one of the plot acquired by the Vendors herein is the Plot No. B-5 admeasuring 4588 sq. mts.

W. That the Vendors herein filed an application dated 02.12.2019 Section 61 of Land Revenue Code to partition their plot admeasuring 4588 sq. mts. surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa which application came to be registered as Case no. LRC/PART/142/2019/239 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 21.01.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 4588 sq. mts. came to be allotted new survey number namely 9/4-D of Village Dabolim. The plot admeasuring 4588 sq. mts. surveyed under Survey No. 9/4-D of Dabolim Village is better described in **Schedule III** hereto and shall hereinafter be referred to as the "**SAID PLOT**" and is delineated in the plan annexed hereto in black hatched lines.

X. That except for the VENDORS herein, there are no other person/ persons who can have right, claim and interest in the SAID PLOT.

Y. That the SAID PLOT is free from any encumbrances and/or defect in title.


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Z. That there are no tenants and/or any other person who can claim any right of whatsoever nature in respect of the SAID PLOT, the VENDORS being the sole and exclusive owners of the SAID PLOT described in Schedule – III hereto.


AA. That there is no road or access passing through the SAID PLOT described in **Schedule III**, as an access to any other person, nor there is any easement right of way to any other person through the SAID PLOT.

BB. That the SAID PLOT is not the subject matter of any land acquisition under the Land Acquisition Act.

CC. That there are no litigations and/or disputes of any nature over the SAID PLOT described in Schedule-III.

DD. That there are no statutory dues, due and payable to any government and/or semi-government bodies in respect of the SAID PLOT.

EE. **AND WHEREAS**, the VENDORS has represented to the PURCHASER that except for this Deed of Sale, the VENDORS have not entered into any agreement to transfer and or convey the


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SAID PLOT described in Schedule III hereto with any other person or persons.

FF. Based on the said representations, the Purchaser herein agreed to purchase the said Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4-D of Dabolim Village from the VENDORS for a total consideration of a sum of Rs. 1,64,66,700/- (Rupees One Crore Sixty Four Lakhs Sixty Six Thousand Seven Hundred Only) which is the market value of the SAID PLOT and accordingly an Agreement for Sale dated 21/02/2020 came to be executed between the VENDORS and the Purchaser herein which is duly registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-366-2020 dated 26/02/2020.

GG. **AND WHEREAS** in partial modification of the payment schedule contained in the agreement dated 21/02/2020, the VENDORS has requested the Purchaser the balance consideration in the manner stipulated at **ANNEXURE A** to which the Purchaser has agreed.

HH. **AND WHEREAS**, the Purchaser has effected part consideration under the said Agreement for Sale dated 21/02/2020 in favour of the VENDORS herein.

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II. **AND WHEREAS**, the Purchaser has called upon the VENDORS to execute a Deed of Sale in respect of the SAID PLOT in favour of the Purchaser and transfer the said plot in favour of the Purchaser in terms of the stipulations contained in the said Agreement for Sale dated 21/02/2020.

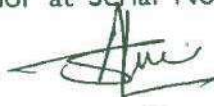
JJ. **AND WHEREAS**, the VENDORS have acceded to the request of the purchaser and has agreed to execute this Deed in terms of the stipulation contained hereinbelow.



NOW THEREFORE THIS DEED WITNESSETH ASUNDER: -

I) That in consideration of a sum of Rs. 1,64,66,700/- (Rupees One Crore Sixty Four Lakhs Sixty Six Thousand Seven Hundred Only) which the Purchaser has paid to the Vendors in the following manner:-

- a) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 001611 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;
- b) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque


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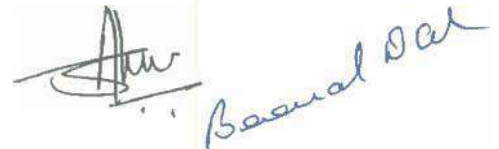
bearing No. 001612 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;

c) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 3 vide Cheque bearing No. 001613 dated 06.12.2018 vide HDFC Bank Bank, Vasco-Da-Gama Branch, the receipt of which the Vendor at Serial No. 3 do hereby acknowledge;

d) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 4 vide Cheque bearing No. 001614 dated 06.12.2018 vide HDFC Bank, Vasco-Da-Gama Branch, the receipt of which the Vendor at Serial No. 4 do hereby acknowledge;

e) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 5 vide Cheque bearing No. 001615 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 5 do hereby acknowledge;


f) An amount of Rs. 74,735/- (Rupees Seventy Four Thousand Seven Hundred Thirty Five Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 000064 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;



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- g) An amount of Rs. 74,735/- (Rupees Seventy Four Thousand Seven Hundred Thirty Five Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 000065 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;
- h) An amount of Rs. 3,55,092/- (Rupees Three Lakhs Fifty Five Thousand Ninety Two Only) paid by the Purchaser to the Vendor at Serial No. 3 vide Cheque bearing No. 000066 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 3 do hereby acknowledge;
- i) An amount of Rs. 74,735/- (Rupees Seventy Four Thousand Seven Hundred Thirty Five Only) paid by the Purchaser to the Vendor at Serial No. 4 vide Cheque bearing No. 000067 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 4 do hereby acknowledge;
- j) An amount of 74,731/- (Rupees Seventy Four Thousand Seven Hundred Thirty One Only) paid by the Purchaser to the Vendor at Serial No. 5 vide Cheque bearing No. 000068 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 5 do hereby acknowledge;




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- k) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) is paid by the Purchaser at the request of the vendors in the account held by late Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assuncao Gomes Costa alias Lizet De Assumsao Gomes, who has expired on 10/4/2017, vide Cheque bearing No. 001633 dated 14.12.2018 vide HDFC Bank, Vasco-da-Gama Branch,
- l) An amount of Rs 3,45,972/- (Rupees Three Lakhs Forty Five Thousand Nine Hundred Seventy Two Only) being Tax Deducted at source paid at the time of execution of Agreement for Sale referred to para FF.
- m) The balance amount of Rs. 1,48,66,700/- (Rupees One Crore Forty Eight Lakhs Sixty Six Thousand Seven Hundred Only), is paid by the Purchaser to the Vendors by issuing post dated cheques details of which are set out at **Annexure A**, which shall form integral part of this Deed the receipt of which amount the Vendors do hereby acknowledge; the VENDORS as absolute owners in possession in respect of all that part and parcel of the Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4-D of Dabolim Village better described in **Schedule III** hereto and is delineated in the plan annexed hereto in black hatched lines forming part of property known as "**ASSOY**" (aka **Assoi**) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at



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Village Dabolim, Taluka Mormugao, South Goa, State of Goa, do hereby transfer, sell, convey, grant, release by way of sale, unto the PURCHASER all that part and parcel of the **SAID PLOT** described in **Schedule III** hereunder written and is delineated in black hatched lines on the plan annexed hereto, along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER, as absolute Owners thereof, free from any charge or encumbrances to be held and enjoyed by the PURCHASER forever, peacefully without any disturbance and/or hindrance from the VENDORS or **any person** claiming through them.



2) The VENDORS do hereby covenant with the PURCHASER as under:

- i. That the Vendors Have a clear valid and marketable right, title and interest to the **SAID PLOT** described in **Schedule IV** and are entitled and authorized to sell/alienate the same unto the PURCHASER.
- ii. That should there be any defect in the title of the **SAID PLOT** hereby conveyed, the VENDORS shall at all

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times, indemnify and keep the PURCHASER indemnified for loss suffered on account of such defect, if any, and shall, at their own costs and expenses clear the defect in title of the **SAID PLOT**, if any.

- iii. That the VENDORS shall at the cost and expenses of the PURCHASER do all that is required for better assuring and/or perfecting the title of the **SAID PLOT** described in **Schedule IV** hereto in favour of the PURCHASER, which shall include all necessary acts to secure the mutation of the survey records in respect of **SAID PLOT** in the name of the PURCHASER.
- iv. That the VENDORS have today put the PURCHASER in unconditional exclusive peaceful vacant possession of the **SAID PLOT** described in **Schedule IV** from the VENDORS and/or any other person or persons claiming through the VENDORS.
- v. The VENDORS covenants that there is no road or access passing through the **SAID PLOT** described in **Schedule IV** as an access to any other person, nor there is any easement right of way to any other person through the **SAID PLOT**.



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vi. The VENDORS covenants with the PURCHASER that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the **SAID PLOT** described in **Schedule IV** hereto.

vii. The VENDORS covenant with the PURCHASER that there is no attachment or prohibitory order issued by any competent authority or court prohibiting the sale or transfer of the **SAID PLOT** described in **Schedule IV**.

viii. The VENDORS covenant to the PURCHASER that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party **SAID PLOT** by mortgaging or creating a security interest in the described in **Schedule IV** and/or against collateral security thereof.

ix. The VENDORS covenants that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien, or otherwise howsoever, in the **SAID PLOT** described in **Schedule IV** and they are


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competent and entitled to sell and transfer the same in the manner provided in these presents.

- x. The Vendors further declares and confirms that they have not created any third party rights and/or interests of whatsoever nature in respect in the **SAID PLOT** in favour of any person and/or persons(s), including banks, financial institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien, pledge or any other mode, whatsoever.
- xi. That should any defect be found and/or surface in the title of the SAID PLOTS, the VENDORS shall at their own cost, remedy and/or clear the said defects if any.
- xii. The VENDORS covenant with the PURCHASER that the VENDORS shall at all times indemnify and keep the PURCHASER indemnified for any loss and/or damage caused to the PURCHASER on account of such defect in title of the SAID PLOT, or on account of any breach or inaccuracy in any of their covenants contained herein.
- xiii. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of



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such claim if the purchaser is obstructed in any manner or from developing the SAID PLOT, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.



- xiv. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOTS, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.

- xv. The VENDORS covenant to the PURCHASER that there is no restraint either under the Income Tax Act or Gift Tax Act or any other statute from selling or transferring the SAID PLOT.

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xvi. The VENDORS covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, license, lien, or otherwise howsoever in respect of the SAID PLOT and they are competent and entitled to sell and transfer the same in the manner provided in these presents.



3) The Vendors covenant that the Vendors shall assist and cooperate with the Purchaser to do all that is required to be done to clear the SAID PLOT from the purview of private forest by obtaining necessary NOC/Letter to that effect from the Office of Conservator of Forest, State of Goa and to get the SAID PLOT converted from agricultural to non-agricultural use by obtaining Conversion Sanad from the competent authorities in terms of the Land Revenue Code, 1968.

4) The Purchaser covenant that the amount of Rs. 1,48,66,700/- (Rupees One Crore Forty Eight Lakhs Sixty Six Thousand Seven Hundred Only), towards which the post dated cheques are issued by the Purchaser to the Vendors, shall be paid by the Purchaser to the Vendors on the respective dates mentioned on the respective cheques referred to at **Annexure A** written herein below.

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5) The Purchaser covenant that the said cheques shall be deposited by the Vendors on the due date as specified on the respective cheques and further covenant that the same will be duly Honoured as and when presented for clearing by the Vendors. In the event the cheques issued under this DEED are not honoured for whatever reasons, the Purchaser shall be liable to pay interest on the said defaulted amount calculated at the rate of 6% p.a. from the date of such default till its effective payment calculated on simple interest basis on the basis of days of delay.



6) The VENDORS hereby accord their no objection to the PURCHASER to carry out mutation in respect of the SAID PLOT described in Schedule III hereto and the VENDORS further covenant that they shall do all that is required to ensure that the name of the PURCHASER is entered into the Record of Rights as occupants of the SAID PLOT described in Schedule III hereto by way of mutation.

7) The Vendors and Purchaser hereby declare that the SAID PLOT in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

8) The Parties hereby declare that the subject matter of the SAID PLOT is non-agricultural and that the document and transaction is in

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compliance with the Foreign Exchange Management Act 1999 and as per the Reserve Bank of India guidelines. The Office of the Civil Registrar Cum Sub-Registrar of Mormugao shall not be responsible if the parties violate FEMA and RBI guidelines.

9) For the purpose of Stamp Duty, the market value of the **SAID PLOT** better described in **Schedule III** hereby transferred is Rs. 1,64,66,700/- (Rupees One Crore Sixty Four Lakhs Sixty Six Thousand Seven Hundred Only) and the stamp duty payable is a sum of 7,41,100/- (Rupees Seven Lakhs Forty One Thousand One Hundred Only) out of which a stamp duty of Rs. 4,77,700/- (Rupees Four Lakhs Seventy Seven Seven Hundred Only) is paid at the time of execution of the said Agreement for Sale dated 21/02/2020, registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-366-2020 dated 26/02/2020 and after adjusting the said stamp duty paid under the said Agreement for Sale dated 21/02/2020, the Stamp Duty of Rs. 2,63,400/- (Rupees Two Lakhs Sixty Three Thousand Four Hundred Only) is affixed to this Deed of Sale which is borne by the PURCHASER.



SCHEDULE I

ALL THAT property known as "**ASSOY**" (aka **Assoi**) along with the residential house situated at Dabolim within the limits of Village Panchayat of Chicalim (alias Sancoale Village), Taluka and registration of


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Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, surveyed in the records of rights of Village Dabolim under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1. The said larger property is bounded as under:

On the North : By Assoichi paz of the Comunidade of Sancoale and the properties of Camilo Martins and Antonio Micael de Azaredo

On the South : By the railway line and Sebastiao da Costa Araujo.

On the East : By Assoichi paz of the Comunidade of Sancoale and the property of Prithi Dass, Pomu Mahadeo Gaudo, Camilo Pereira, Manuel Piedade Sequeira, Antonio Micael de Azaredo, Antonio Mascarenhas, Pascoal Fernandes, Pedro Francisco Fernandes, Jose Rodrigues, Francisco Xavier Vaz, Jose Tavares Filipe Bernardo de Azaredo and 'Falencia' of Comunidade of Chicalim;

On the West : By the drain.



Am
Sebastiao da Costa Araujo

SCHEDULE II**(SAID PROPERTY)**

ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa and is bounded as under:

On the North : By Survey No. 10, Survey No. 9/5 & 15 meters wide road

On the South : By Survey No. 9/3 & 20 meters wide road (adjoining the South Western Railways)

On the East : By Survey No. 4/2

On the West : By Survey No. 9/5 and Chicalim/Dabolim Nullha

**SCHEDULE III****(SAID PLOT)**

ALL THAT PART AND PARCEL of the Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4-D of Dabolim Village forming part of the property known as "ASSOY" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule II herein above. The said Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey

No. 9/4-D of Dabolim Village is delineated in the plan annexed hereto in black hatched lines and is bounded as under:

On the East : by property bearing survey no. 9/4-A of Dabolim Village

On the West : by property bearing survey no. 9/4-E of Dabolim Village

On the North : by property bearing survey no. 9/4-B of Dabolim Village

On the South : by Chicalim/Dabolim Public Road

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ANNEXURE A

The balance amount of Rs. 1,48,66,700/- (Rupees One Crore Forty Eight Lakhs Sixty Six Thousand Seven Hundred Only) shall be paid by the Purchaser to the Vendors on or before 30/04/2021 in the following manner:

Payment to Vendor under Serial No. (1)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,25,000/-	000150	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000155	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000160	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000165	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000170	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
8,77,785/-	000175	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (2)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,25,000/-	000151	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000156	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000161	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000166	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000171	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
8,77,785/-	000176	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

[Handwritten Signature] *[Handwritten Signature]*

Payment to Vendor under Serial No. (3)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
5,00,000/-	000152	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000157	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000162	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000167	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000172	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
8,55,560/-	000177	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (4)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,25,000/-	000153	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000158	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000163	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000168	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000173	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
8,77,785/-	000178	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (5)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,25,000/-	000154	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000159	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000164	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000169	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000174	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
8,77,785/-	000179	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

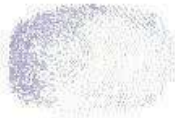


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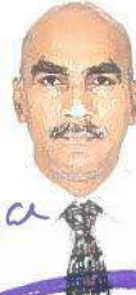
IN WITNESS WHEREOF the parties hereto have signed this Deed of Sale on the date, month and year mentioned hereinabove.

SIGNED AND DELIVERED by
the within named **'VENDORS'**
of the **FIRST PART**:

Bernard Linn D'Costa



Bernard Linn D'Costa



MR. BERNARD LYNN DCOSTA alias
BERNADO COSTA alias **BERNADO D'COSTA**
alias **BERNARD LINN D'COSTA** for and on
behalf of (1) **MR. BERNARDINO GONCALO**
GOMES COSTA alias **MR. BERNARDINO**
GONSALO GOMES E COSTA and (2) **MS.**
NAZARE LOPES COSTA alias **NAZARE DA**
CONCEICAO LOPES COSTA (3) **MR. MANUEL**
DA FONSECA E COSTA (4) **MS. MARIA**
HELENA COSTA GOMES BORGES alias
MARIA HELENA COSTA alias **MARIA HELENA**
DA COSTA(5) **MR. ANTONIO JOSE BRAGA**
BORGES duly appointed vide three separate General
Power of Attorney dated 14.11.201, 17.11.2011 and
14.11.2011.

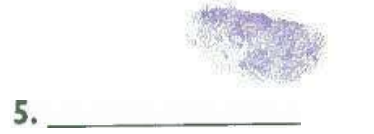
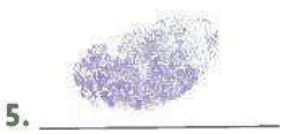
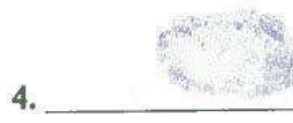
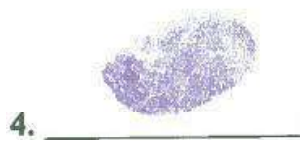
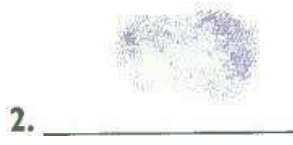
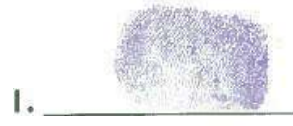
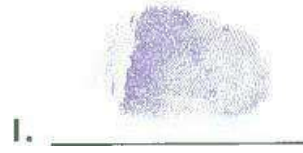


António José Braga Borges

Bernard Linn D'Costa

L. H. F. P.

R. H. F. P.



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Banual Pak

SIGNED AND DELIVERED by
The within named **PURCHASER**
of the **SECOND PART**:

M/S. SHANTILAL REAL ESTATE SERVICES

represented through its partner

A. S. Cholera

MR ASHWIN CHOLERA



A. S. Cholera



L. H. F. P.

R. H. F. P.

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____



Ashwin Cholera



Beenaal DCh

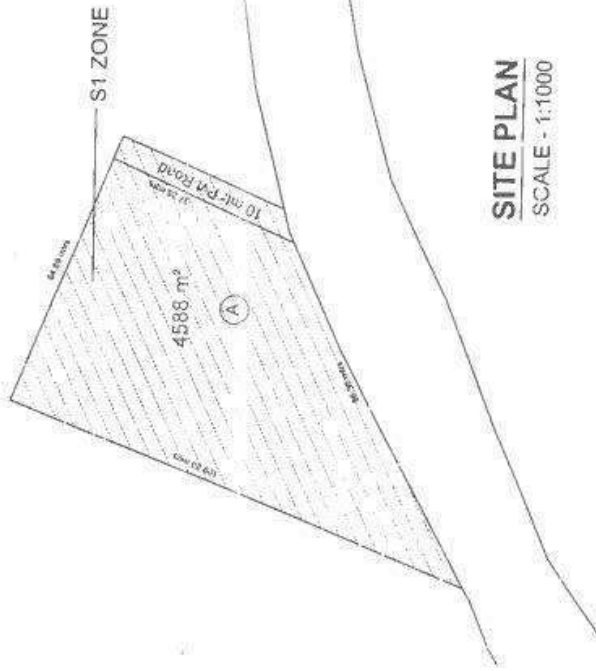
In the presence of:

1. DIPESH CHOLERA



2. RAJ CHOLEKA



SITE PLAN
SCALE - 1:1000

A. S. Chotew

PLAN OF PROPERTY BEARING SURVEY NO. 9 / 4 - D
OF DABOLIM VILLAGE, MORMUGAO TALUKA, GOA

Boracud DCA





Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa

Print Date & Time : - 30-Apr-2020 10:04:55 am

Document Serial Number :- 2020-MOR-547

Presented at 10:04:07 am on 30-Apr-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	263400
2	Registration Fee	576840
3	Mutation Fees	2500
4	Processing Fee	1100
Total		843840

Stamp Duty Required :263400

Stamp Duty Paid : 263400

Presenter







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shantilal Tulsidas Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: [REDACTED]			<i>A.S. Cholera</i>

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shantilal Tulsidas Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: [REDACTED]			<i>A.S. Cholera</i>
2	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
3	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
4	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 -			<i>ed DC</i>

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dipesh Cholera, 28 , ,8408900112 , ,Business , Marital status : Married 403711 Chicalim, Mormugao, SouthGoa, Goa			
2	Raj Cholera, 28 , ,9545654433 , ,Business , Marital status : Unmarried 403711 Chicalim, Mormugao, SouthGoa, Goa			


Sub Registrar
SUB - REGISTRAR
MORMUGAO



Document Serial No:-2020-MOR-547

Book :- 1 Document Registration Number :- MOR-1-537-2020 Date : 30-Apr-2020
--



Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)
SUB - REGISTRAR
MORMUGAO



Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 30-Apr-2020 10:47:10

Date of Receipt: 30-Apr-2020

Receipt No : 2020-21/10/15

Serial No. of the Document : 2020-MOR-546

Nature of, Document : **Conveyance - 22**Received the following amounts from **Ashwin Cholera** for Registration of above Document in Book-1 for the year 2020

Registration Fee	506250	E-Challan	• Challan Number : 202000387075 • CIN Number : CKM7092653	500000
		E-Challan	• Challan Number : 202000387076 • CIN Number : CKM7091537	6250
Processing Fee	850	E-Challan	• Challan Number : 202000387076 • CIN Number : CKM7091537	850
Total Paid	507100 (Rupees Five Lakh Seven Thousand One Hundred only)			


Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL

Please handover the Registered Document to the person named below

Name of the Person Authorized :


Signature of the Presenter

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **30-Apr-2020**

Signature of the person receiving the Document

Signature of the Sub-Registrar

31/05/20

For CITIZEN CREDIT
CO-OP BANK LTD

[Signature]
Authorised Signatory

(Rupees Two Lakhs Thirty One Thousand Two Hundred Only)

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

भारत 49130 NON JUDICIAL ग [व]
151292 APR 24 2020



2020 IND. STAMP DUTY ONE TWO ZERO ZERO 13:19

Rs. 0231200/- PB6818

D-5/STP(V), C.R./35/8/2006-RD(PART-III)

INDIA STAMP DUTY GOA

Name of Purchaser SKANTILAL REAL ESTATE SERVICES



DEED OF SALE

[Signature]

[Signature]

THIS DEED OF SALE is executed at Vasco da Gama, Mormugao-Goa on this 26th day of the month of April in the year Two Thousand and Twenty by and;



BETWEEN

(1) **MR. LUIS MANUEL NEVES COSTA**, son of late Valente das Dores Costa, age 59 years, unmarried, Service, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED]

(2) **MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA** alias **MARIA MANUELA NEVES COSTA**, daughter of late Valente das Dores Costa, age 55 years, unmarried, Service, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED] Both resident of Rua Gil Vicente, No. 26, Anexo R/C, Bairro Das Coveiras, 2785 – 064 S Domingos Rana Portugal; hereinafter referred to as the **“OWNERS/VENDORS”** (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, successors, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART**.

[Handwritten signature]
B. Manuel DC

AND

M/S SHANTILAL REAL ESTATE SERVICES, a registered partnership firm under the Indian Partnership Act, 1932, having their registered office at Shop No. 11, Apna Bazar, 1st Floor, Vasco da Gama, Goa with PAN Card No. [REDACTED] in this deed represented through one of its partners, **MR ASHWIN CHOLERA**, son of late Shantilal Tulsidas, aged about **60** years, businessman, married, **Pan Card No.** [REDACTED] resident of Chicalim, Goa Aadhar Card number: [REDACTED] Mobile number: **+919823089757**, email id: **shantilalrealestate@gmail.com**, hereinafter referred to as **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include it representatives, partners, nominees, executors, administrators and permitted assigns) of the **SECOND PART.**



The Vendor at serial no. 1 is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias BernadoD'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

Ashwin

Bernard D'Costa

The Vendor at serial no. 2 is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias BernadoD'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 17.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

That the Vendors have represented to the Purchaser as under:-

A. That there exists a property known as **“ASSOY” (aka Assoi)** situated at Village Dabolim within the limits of Village Panchayat of Chicalim, Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, which shall hereinafter be referred to as the **“said larger property”**.

B. That the said larger property was originally owned and possessed exclusively by Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.

C. That said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa expired on 29th April, 1958 leaving behind as his moiety holder said Mrs. Helena Floripes da Fonseca e Costa alias



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Bernard D'Costa

Helena Fonseca Costa and as his sole and universal heirs his following children namely:

1. Shri. Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa married to Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes.
2. Francisco Antonio Trifonio da Costa married to Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa.
3. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa married to Dr. Xavier Pereira.
Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, Divorcee
5. Smt. Angela Lira da Costa Gomes married to Filomeno Santana Maria Gomes alias Filomeno de Fonseca.
6. Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa married to Smt. Selina Britto D'Costa alias Celina Brito.
7. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correira Costa alias Maria Olga Correia Neves Costa.
8. Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.
9. Ivo dos Milagres Costa married to Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa.



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D. That said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa expired on 7th May, 1966 leaving behind a Deed of Gift dated 2/3/1963 drawn before the Notary Babacier Menezes of Judicial Division of Mormugao, by virtue of which said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa gifted her disposable share interalia in the said larger property to the extent of 1/3rd exclusively in favour of her son Mr. Luis Fonseca Da Costa.



E. That after the death of said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, there surfaced a dispute among their heirs as regards the management and enjoyment interalia of the said larger property as a result of which a suit for Partition came to be instituted by some of the heirs namely Assiz Adolfo da Costa, Alice da Costa e Pereira and Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis Fonseca Da Costa and Valente da Costa (Defendants) in the Court of Civil Judge Senior Division at Margao which came to be registered as a Special Civil Suit No. 44/1969.

F. That in the said civil suit namely Special Civil Suit No. 44/1969, all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa

[Signature]

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alias Helena Fonseca Costa decided to settle their disputes amicably and accordingly an Agreement dated 05/01/1971 came to be executed at Margao before the Chamber of 1st Officio Tribunal (Court) of the 'Comarca' of Salcete (Civil Judge Senior Division) with the intervention of all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which formed part of record of the trial court based on which the said Special Civil Suit No. 44/1969 came to be decreed and or disposed off.



That in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No. 44/1969, the 1/3rd share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife Albertina do Rosario Souza e Costa and the balance 2/3rd share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:

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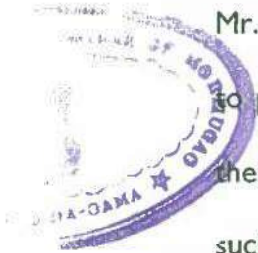
Benvenuto da Costa

- a. Francisco Antonio Trifonio da Costa and his wife Ana Alzira Barros da Costa,
- b. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa widow of Dr. Xavier Pereira and their heirs namely Tolentino Pereira and his wife Cyntia Saldanha Pereira alias Synthia Saldanha, Paulo Viegas Pereira and his wife Maria da Lourdes Perera and Antonio Pereira,
- c. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa,
- d. The heirs of late Ivo dos Milagres Costa namely Felix Carlos Milagres Rebelo e Costa, Philip Estevaeo Rebelo e Costa and Alvaro Teotonio Rebelo e Costa,
- e. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Selina Britto Costa,
- f. Angela Lira da Costa Gomes and her husband Filomeno Santana Maria Gomes alias Filomeno de Fonseca and
- g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correira Costa alias Maria Olga Correia Neves Costa.

H. That by virtue of the allotment and partition effected in the said suit, share of the said Mr. Luis Fonseca Da Costa came to be severed from the said larger property. The balance share in the said larger property continued to be owned and possessed as an

independent and distinct unit disannexed from the said larger property, by the remaining heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca in terms of the Decree dated 15/10/1971 passed by the Court of Civil Judge Senior Division at Margao.

- I. That somewhere in the year 1986, some of the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca who were allotted shares in the said larger property except for Mr. Luis Fonseca Da Costa whose share was determined, decided to partition their respective shares so as to enable them to enjoy their respective shares as an independent and distinct property as such a Civil suit came to be filed by one of the heir namely said Assis Adolfo da Costa alias Assiz Adolfo da Costa along with other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa filed a civil suit in the Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A inter alia seeking partition of their share of the said larger property by metes and bounds.



Assis Adolfo da Costa

Benardino da Costa

J. That the said Special Civil Suit No. 29/86/A came to be decreed by the Court of Civil Judge Senior Division at Vasco by virtue of a Judgment and Decree dated 09/10/2006 by virtue of which their share came to be partitioned and allotted to the respective heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa based on the Commissioner's report namely Shri. S. N. Bhende who was appointed in the said suit.

K. That being aggrieved by the Decree passed by the Court of Civil Judge Senior Division at Vasco in Special Civil Suit No. 29/86/A, an appeal came to be filed before the District Judge- I, FTC-I, South Goa, Margao which appeal came to be registered as a Regular Civil Appeal No. 427/2010/FTC-I.

L. That subsequently, upon the death of the respective children of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as set out herein below:

I. That said Shri. Manuel Constancio D'Fonseca e Costa expired leaving behind as his moiety holder Smt. Liseta e Assumcao



Gomes Costa alias Lizet De Assumsao Gomes and as sole and universal heirs following children namely:

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.



II. That said Francisco Antonio Trifonio da Costa expired leaving behind as his moiety holder Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa and as sole and universal heirs following children namely :-

- a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa
- b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.

III. That said Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa and her husband Dr. Xavier Pereira expired leaving behind as sole and universal heirs following children namely:-

- a. Tolentino Pereira married to Cyntia Saldanha Pereira.
 - b. Paulo Viegas Pereira married to Maria da Lourdes Perera.
 - c. Antonio Pereira
- i. That said Paulo Viegas Pereira expired leaving behind as his moiety holder his wife Maria da Lourdes Perera and as sole and universal heirs following children namely:-
- a. Xavier Pereira married to Abizal Providencia Pereira
 - b. Malvina Pereira alias Malvina Viega Pereira married to Wilfred Fernandes
 - c. Sunil Pereira



- IV.** That said Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa expired in the status of Divorcee leaving behind as his sole and universal heirs following children namely:-
- a. Smt. Maria Fatima Barros Costa.
 - b. Smt. Carla Maria de Barros Costa e Peres da Silva alias Carla Maria de Barros.

- V.** That said Filomeno Santana Maria Gomes alias Filomeno de Fonseca expired leaving behind as his moiety holder his wife Smt. Angela Lira da Costa Gomes and as sole and universal heirs following children namely:-

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Benvenuto da

- a. Maria Helena Costa Gomes who expired in the status of spinster.
 - b. Ruth de Costa Gomes married to Luis Filipe Vital Lopes Machado.
- i. That said Ruth de Costa Gomes expired leaving behind as her moiety holder Luis Filipe Vital Lopes Machado and as sole and universal heirs following children namely :-
- a. Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado
 - b. Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado.



VI. That said Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Smt. Selina Britto D'Costa alias Celina Brito expired leaving behind as their sole and universal heirs the following children namely:-

- a. Smt. Andrea D'costa Pereira and
- b. Shri. Bernard Lynn Dcosta alias Bernardo Costa alias Bernardo D'costa alias Bernard Linn D'costa.

VII. That said Shri. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa expired leaving behind as sole and universal heirs following children namely:-

- a. Shri. Luis Manuel Neves Costa.
- b. Smt. Maria Mauela Neves Costa Vicente Guerra married to Shri. Jose Rui Rocha Vicente Guerra.

VIII. That said Ivo dos Milagres Costa expired leaving behind as moiety holder his wife Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa who also expired subsequently leaving behind as their sole and universal heirs following children namely:-

- a. Felix Carlos Milagres Rebelo e Costa married to Smt. Maria Souza Costa
- b. Philip Estevao (Estevam) Rebelo e Costa married to Fernandes e Costa alias Susana Fernandes Costa.
- c. Alvaro Teotonio Rebelo e Costa married to Avita Barreto e Costa



M. That the afore referred persons are the sole surviving heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, who acquired right interalia to said property which constitute the said larger property which fact came to be confirmed in a declaration on Oath made by Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa i.e., the Cabeça de Casal, on 20/11/1996 in the Inventory

[Signature]

Bernardo da

Proceedings No. 28/1996/A instituted before the Court of Civil Judge Senior Division at Vasco da Gama.

N. That in the said appeal i.e., Regular Civil Appeal No. 427/2010/FTC-I, all the afore referred heirs decided to settle their disputes amicably and arrived at settlement by virtue of which all the parties unanimously agreed to partition their share, and the plans came to be drawn earmarking their respective shares.

O. That in terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)", which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this Deed is the part of the property bearing Survey No. 9/4 of Village Dabolim admeasuring 62925 sq. mtrs which shall herein after be referred to as the "**Said Property**" and is better described in **Schedule II** herein below.

P. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn by the Court of Additional District Judge Fast Track Court, Margao wherein interalia, the said property came to be partitioned



amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 9/4 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-

I. MR. BERNARD LYNN DCOSTA alias BERNADO COSTA alias BERNADO D'COSTA alias BERNARD LINN D'COSTA came to be allotted the following portion of the said property namely:

a. Plot No. B-1 admeasuring 9894 sq. mts. surveyed under Survey No. 9/4.



II. MR. JORGE GONCALO BARROS COSTA; MS. ROSA MARIA BORGES PEREIRA BARROS COSTA alias ROSA MARIA BORGES PEREIRA BARROS COSTA; MS. FLAVIA DE BARROS COSTA alias MARIA FLAVIA SANTANA FERNANDES DE BARROS COSTA and MR. RUI MANUEL DE BARROS COSTA (now deceased) came to be allotted the following portion of the said property namely:

a. Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4.

III. MS. MARIA FATIMA BARROS COSTA and MS. CARLA MARIA DE BARROS COSTA e PERES DA SILVA alias CARLA

MARIA DE BARROS COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4.

IV. MS. ANGELA LIRA DA COSTA (now deceased), MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO and MR. RUI FILLIPE GOMES alias RUI FILLIPE alias RUI FILLIPE GOMES MACHADO came to be allotted the following portion of the said property namely:

- a. Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-2a admeasuring 5839 sq. mts. surveyed under Survey No. 9/4.



V. MR. LUIS MANUEL NEVES COSTA and MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA alias MARIA MANUELA NEVES COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-1 admeasuring 8541 sq. mts. surveyed under Survey No. 9/4.

Ami

Manuel DC

VI. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES(now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MS. NAZARE DA CONCEICAO LOPES COSTA alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR. ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:



- a. Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4.

Q. The said heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa for the sake of brevity shall be referred to as the "**Original Owners**".

R. That upon passing of the said Decree, the Original Owners started enjoying their respective portions of the said property as distinct and independent units.

S. That said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired on 10/4/2017 expired in the status of widow of late Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa and upon her Death a Succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 49995 from 2017 dated 26/9/2017 wherein it came to be declared that said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired leaving behind as sole and universal heirs the following children:


- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

T. That said Mrs. Angela Lira da Costa expired on 26/4/2018 and upon her death a succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 2198 Book No. 4 from 2018 dated 28/5/2018 wherein it came to be declared that said Mrs. Angela Lira da Costa expired in the status of widow of




late Filomeno Santana Maria Gomes alias Filomeno de Fonseca leaving behind as sole and universal heirs Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado, both being children of her deceased daughter Mrs. Maria Ruth da Costa Gomes married to late Luis Filipe Francisco Vital Lopes Machado.

U. That said Mr. Rui Manuel De Barros Costa expired on 05/9/2019 leaving behind as his moiety holder his widow Maria Flavia Santana Fernanes de Barros Costa and as sole and universal heirs the following children namely:

- 
- a. Mr. Rui Jorge Barros Costa married to Ana Claudia Marques da Palma Barros Costa.
 - b. Mr. Ivo Filipe Barros Costa.

V. That though a specific portions of the said property came to be allotted to the Original Owners by virtue of the Consent Decree dated 17/09/2010, no partition was effected in the survey records in terms of the provisions of Section 61 of Land Revenue Code as such the Original Owners earmarked the said property into various PLOT and one of the plot acquired by the Vendors herein is the Plot No. B-6 admeasuring 4769 sq. mts.




W. That the Vendors herein filed an application dated 02.12.2019 Section 61 of Land Revenue Code to partition their plot admeasuring 4769sq. mts. surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa which application came to be registered as Case no. LRC/PART/142/2019/244 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 21.01.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 4769sq. mts. came to be allotted new Survey number namely 9/4-E of Village Dabolim. The Plot admeasuring 4769sq. mts. surveyed under Survey No. 9/4-E of Dabolim Village is better described in **Schedule III** hereto and shall herein after be referred to as the "**Said Plot**" and is delineated in the plan annexed hereto in black hatched lines

- X. That except for the VENDORS herein, there are no other person/ persons who can have right, claim and interest in the SAID PLOT.
- Y. That the SAID PLOT is free from any encumbrances and/or defect in title.
- Z. That there are no tenants and/or any other person who can claim any right of whatsoever nature in respect of the SAID PLOT, the VENDORS being the sole and exclusive owners of the SAID PLOT described in Schedule – III hereto.

AA. That there is no road or access passing through the SAID PLOT described in **Schedule III**, as an access to any other person, nor there is any easement right of way to any other person through the SAID PLOT.

BB. That the SAID PLOT is not the subject matter of any land acquisition under the Land Acquisition Act.

CC. That there are no litigations and/or disputes of any nature over the SAID PLOT described in Schedule-III.

DD. That there are no statutory dues, due and payable to any government and/or semi-government bodies in respect of the SAID PLOT.

EE. **AND WHEREAS**, the VENDORS has represented to the PURCHASER that except for this Deed of Sale, the VENDORS have not entered into any agreement to transfer and or convey the SAID PLOT described in Schedule III hereto with any other person or persons.

FF. Based on the said representations, the Purchaser herein agreed to purchase the said Plot No. B-6 admeasuring 4769 sq. mts. surveyed




under Survey No. 9/4-E of Dabolim Village from the VENDORS for a total consideration of a sum of Rs. 1,44,50,000/- (Rupees One Crore Forty Four Lakhs Fifty Thousand Only) which is the market value of the SAID PLOT and accordingly an Agreement for Sale dated 21/02/2020 came to be executed between the VENDORS and the Purchaser herein which is duly registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-350-2020 dated 25/02/2020.

GG. AND WHEREAS, the Purchaser has effected part consideration under the said Agreement for Sale dated 21/02/2020 in favour of the VENDORS herein.

HH. AND WHEREAS in partial modification of the payment schedule contained in the agreement dated 21/02/2020, the VENDORS has requested the Purchaser the balance consideration in the manner stipulated at **ANNEXURE A** to which the Purchaser has agreed.

II. AND WHEREAS, the Purchaser has called upon the VENDORS to execute a Deed of Sale in respect of the SAID PLOT in favour of the Purchaser and transfer the said plot in favour of the Purchaser in terms of the stipulations contained in the said Agreement for Sale dated 21/02/2020.

JJ. **AND WHEREAS**, the VENDORS have acceded to the request of the purchaser and has agreed to execute this Deed in terms of the stipulation contained hereinbelow.

NOW THEREFORE THIS DEED WITNESSETH ASUNDER: -

1) That in consideration of a sum of Rs. 1,44,50,000/- (Rupees One Crore Forty Four Lakhs Fifty Thousand Only) which the Purchaser has paid to the Vendors in the following manner:-

a) An amount(Part) of Rs. 50,000/- (Rupees Fifty Thousand Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 001609 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;

b) An amount(Part) of Rs. 50,000/- (Rupees Fifty Thousand Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 001610 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;

c) An amount of Rs. 1,81,360/- (Rupees One Lakh Eighty One Thousand Three Hundred Sixty Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 000062 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama



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Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;

- d) An amount of Rs. 1,81,360/- (Rupees One Lakh Eighty One Thousand Three Hundred Sixty Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 000063 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch,
- e) An amount of Rs 1,37,280/-(Rupees One Lakh Thirty Seven Thousand Two Hundred Eighty Only) being Tax Deducted at source paid at the time of execution of Agreement for Sale referred to Para FF above .
- f) The balance amount Rs. 1,38,50,000/- (Rupees One Crore Thirty Eight Lakhs Fifty Thousand Only), is paid by the Purchaser to the Vendors by issuing post-dated cheques details of which are set out at **Annexure A**, which shall form integral part of this Deed, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge; the VENDORS as absolute owners in possession in respect of all that part and parcel of the Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4-E of Dabolim Village better described in **Schedule III** hereto and is delineated in the plan annexed hereto in black hatched lines forming part of property known as **"ASSOY"** (aka **Assoi**) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at



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Village Dabolim, Taluka Mormugao, South Goa, State of Goa, do hereby transfer, sell, convey, grant, release by way of sale, unto the PURCHASER all that part and parcel of the **SAID PLOT** described in **Schedule III** hereunder written and is delineated in black hatched lines on the plan annexed hereto, along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER, as absolute Owners thereof, free from any charge or encumbrances to be held and enjoyed by the PURCHASER forever, peacefully without any disturbance and/or hindrance from the VENDORS or **any person** claiming through them.



2) The VENDORS do hereby covenant with the PURCHASER as under :

- i. That the Vendors Have a clear valid and marketable right, title and interest to the **SAID PLOT** described in **Schedule IV** and are entitled and authorized to sell/alienate the same unto the PURCHASER.
- ii. That should there be any defect in the title of the **SAID PLOT** hereby conveyed, the VENDORS shall at all times, indemnify and keep the PURCHASER indemnified for loss suffered on account of such defect, if any, and

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shall, at their own costs and expenses clear the defect in title of the **SAID PLOT**, if any.

iii. That the VENDORS shall at the cost and expenses of the PURCHASER do all that is required for better assuring and/or perfecting the title of the **SAID PLOT** described in **Schedule IV** hereto in favour of the PURCHASER, which shall include all necessary acts to secure the mutation of the survey records in respect of **SAID PLOT** in the name of the PURCHASER.

iv. That the VENDORS have today put the PURCHASER in unconditional exclusive peaceful vacant possession of the **SAID PLOT** described in **Schedule IV** from the VENDORS and/or any other person or persons claiming through the VENDORS.

v. The VENDORS covenants that **there** is no road or access passing through the **SAID PLOT** described in **Schedule IV** as an access to any other person, nor there is any easement right of way to any other person through the **SAID PLOT**.



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- vi. The VENDORS covenants with the PURCHASER that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the **SAID PLOT** described in **Schedule IV** hereto.
- vii. The VENDORS covenant with the PURCHASER that there is no attachment or prohibitory order issued by any competent authority or court prohibiting the sale or transfer of the **SAID PLOT** described in **Schedule IV**.
- viii. The VENDORS covenant to the PURCHASER that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party **SAID PLOT** by mortgaging or creating a security interest in the described in **Schedule IV** and/or against collateral security thereof.
- ix. The VENDORS covenants that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien, or otherwise howsoever, in the **SAID PLOT** described in **Schedule IV** and they are



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competent and entitled to sell and transfer the same in the manner provided in these presents.

- x. The Vendors further declares and confirms that they have not created any third party rights and/or interests of whatsoever nature in respect in the **SAID PLOT** in favour of any person and/or persons(s), including banks, financial institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien, pledge or any other mode, whatsoever.
- xi. That should any defect be found and/or surface in the title of the SAID PLOTS, the VENDORS shall at their own cost, remedy and/or clear the said defects if any.
- xii. The VENDORS covenant with the PURCHASER that the VENDORS shall at all times indemnify and keep the PURCHASER indemnified for any loss and/or damage caused to the PURCHASER on account of such defect in title of the SAID PLOT, or on account of any breach or inaccuracy in any of their covenants contained herein.
- xiii. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of



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such claim if the purchaser is obstructed in any manner or from developing the SAID PLOT, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.

- xiv. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOTS, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.

- xv. The VENDORS covenant to the PURCHASER that there is no restraint either under the Income Tax Act or Gift Tax Act or any other statute from selling or transferring the SAID PLOT.



xvi. The VENDORS covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, license, lien, or otherwise howsoever in respect of the SAID PLOT and they are competent and entitled to sell and transfer the same in the manner provided in these presents.



3) The Vendors covenant that the Vendors shall assist and cooperate with the Purchaser to do all that is required to be done to clear the SAID PLOT from the purview of private forest by obtaining necessary NOC/Letter to that effect from the Office of Conservator of Forest, State of Goa and to get the SAID PLOT converted from agricultural to non-agricultural use by obtaining Conversion Sanad from the competent authorities in terms of the Land Revenue Code, 1968.

4) The Purchaser covenant that the amount of Rs. 1,38,50,000/- (Rupees One Crore Thirty Eight Lakhs Fifty Thousand Only), towards which the post-dated cheques are issued by the Purchaser to the Vendors, shall be paid by the Purchaser to the Vendors on the respective dates mentioned on the respective cheques referred to at **Annexure A** written herein below.

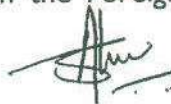
5) The Purchaser covenant that the said cheques shall be deposited by

the Vendors on the due date as specified on the respective cheques and further covenant that the same will be duly Honoured as and when presented for clearing by the Vendors. In the event the cheques issued under this DEED are not honoured for whatever reasons, the Purchaser shall be liable to pay interest on the said defaulted amount calculated at the rate of 6% p.a. from the date of such default till its effective payment calculated on simple interest basis on the basis of days of delay.

6) The VENDORS hereby accord their no objection to the PURCHASER to carry out mutation in respect of the SAID PLOT described in Schedule III hereto and the VENDORS further covenant that they shall do all that is required to ensure that the name of the PURCHASER is entered into the Record of Rights as occupants of the SAID PLOT described in Schedule III hereto by way of mutation.

7) The Vendors and Purchaser hereby declare that the SAID PLOT in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

8) The Parties hereby declare that the subject matter of the SAID PLOT is non-agricultural and that the document and transaction is in compliance with the Foreign Exchange Management Act 1999



and as per the Reserve Bank of India guidelines. The Office of the Civil Registrar Cum Sub-Registrar of Mormugao shall not be responsible if the parties violate FEMA and RBI guidelines.

- 9) For the purpose of Stamp Duty, the market value of the **SAID PLOT** better described in **Schedule III** hereby transferred is Rs. 1,44,50,000/- (Rupees One Crore Forty Four Lakhs Fifty Thousand Only) and the stamp duty payable is a sum of Rs. 6,50,300/- (Rupees Six Lakhs Fifty Thousand Three Hundred Only) out of which a stamp duty of Rs. 4,19,100/- (Rupees Four Lakhs Nineteen Thousand One Hundred Only) is paid at the time of execution of the said Agreement for Sale dated 21/02/2020, registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-350-2020 dated 25/02/2020 and after adjusting the said stamp duty paid under the said Agreement for Sale dated 21/02/2020, the Stamp Duty of Rs. 2,31,200/- (Rupees Two Lakhs Thirty One Thousand Two Hundred Only) is affixed to this Deed of Sale which is borne by the PURCHASER.



SCHEDULE I

ALL THAT property known as **"ASSOY"** (aka **Assoi**) along with the residential house situated at Dabolim within the limits of Village Panchayat of Chicalim (alias Sancoale Village), Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete surveyed in the records of rights of Village Dabolim under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1. The said larger property is bounded as under:

On the North : By Assoichipaz of the Comunidade of Sancoale and the properties of Camilo Martins and Antonio Micael de Azaredo

On the South : By the railway line and Sebastiao da Costa Araujo.

On the East : By Assoichipaz of the Comunidade of Sancoale and the property of PrithiDass, Pomu Mahadeo Gaudo, Camilo Pereira, Manuel Piedade Sequeira, Antonio Micael de Azaredo, Antonio Mascarenhas, Pascoal Fernandes, Pedro Francisco Fernandes, Jose Rodrigues, Francisco Xavier Vaz, Jose Tavares Filipe Bernardo de Azaredo and 'Falencia' of Comunidade of Chicalim;

On the West : By the drain.





SCHEDULE II**(SAID PROPERTY)**

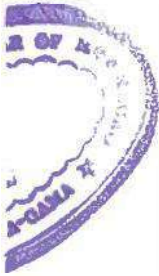
ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, District of South Goa, State of Goa and is bounded as under:

On the North : By Survey No. 10, Survey No. 9/5 & 15 meters wide road

On the South : By Survey No. 9/3 & 20 meters wide road (adjoining the South Western Railways)

On the East : By Survey No. 4/2

On the West : By Survey No. 9/5 and Chicalim/Dabolim Nullha



SCHEDULE III**(SAID PLOT)**

ALL THAT PART AND PARCEL of the **Plot No. B-6** admeasuring **4769sq. mts.** surveyed under **Survey No. 9/4-E of Dabolim Village** forming part of the property known as "**ASSOY**" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule II herein above. The said Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4-E of Dabolim Village is delineated in the plan annexed hereto in black hatched lines and is bounded as under:



On the East :by property bearing survey no. 9/4-D of Dabolim Village

On the West :by property bearing survey no. 9/3 of Dabolim Village

On the North :by property bearing survey no. 9/4-C of Dabolim Village.

On the South :by public road.

ANNEXURE A

The balance amount of Rs. 1,38,50,000/- (Rupees One Crore Thirty Eight Lakhs Fifty Thousand Only) shall be paid by the Purchaser to the Vendors on or before 30/04/2021 in the following manner:

Payment to Vendor under Serial No. (1)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000180	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000182	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000184	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
20,00,000/-	000186	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
20,00,000/-	000188	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
16,75,000/-	000190	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (2)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000181	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000183	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000185	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
20,00,000/-	000187	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
20,00,000/-	000189	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
16,75,000/-	000191	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

IN WITNESS WHEREOF the parties hereto have signed this Deed of

Sale on the date, month and year mentioned hereinabove.




SIGNED AND DELIVERED

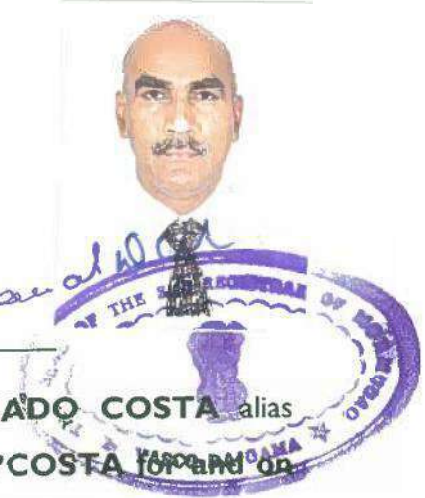
By the within named

'VENDORS' of the **FIRST PART:**

Bernard D Costa



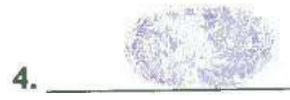
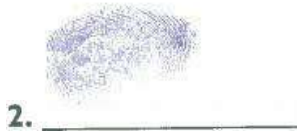
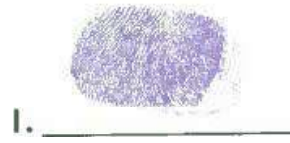
Bernard D Costa



MR. BERNARD LYNN DCOSTA alias **BERNADO COSTA** alias **BERNADO D'COSTA** alias **BERNARD LINN D'COSTA** for and on behalf of (1) **MR. LUIS MANUEL NEVES COSTA** and (2) **MS. MARIA MANUELA NEVES COSTA VICENTEGUERRA** alias **MARIA MANUELA NEVES COSTA** duly appointed vide two separate General Power of Attorney dated 14/11/2011 and 17/11/2011.

L. H. F. P.

R. H. F. P.



[Signature]

Bernard D Costa

SIGNED AND DELIVERED by

The within named **PURCHASER**

of the **SECOND PART**:

M/S. SHANTILAL REAL ESTATE SERVICES

represented through its partner

A. S. Cholera

MR ASHWIN CHOLERA



L. H. F. P.

R. H. F. P.



1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Ashwin Cholera

Basant Dax

In the presence of:

1. RAJ CHOLGRA

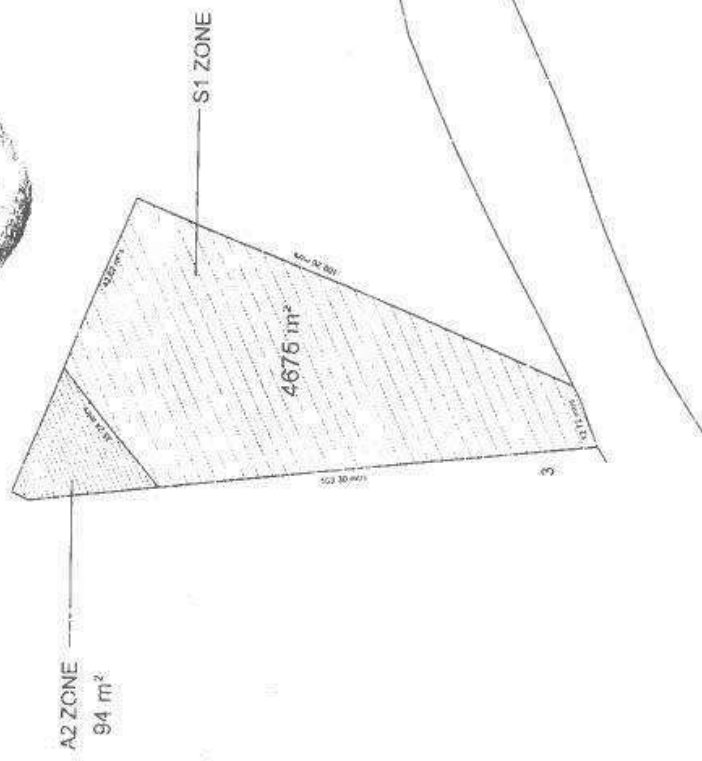


2. DIPESH CHOLTRA



Basant JCA





SITE PLAN
SCALE - 1:1000

AREA = 4769 m²

PLAN OF PROPERTY BEARING SURVEY NO. 9 / 4 - E
OF DABOLIM VILLAGE, MORMUGAO TALUKA, GOA

A. S. Chohan

Bansural Dal



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa

Print Date & Time : - 30-Apr-2020 10:04:50 am

Document Serial Number :- 2020-MOR-546

Presented at 10:04:10 am on 30-Apr-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	231200
2	Registration Fee	506250
3	Mutation Fees	2500
4	Processing Fee	850
Total		740800

Stamp Duty Required :231200

Stamp Duty Paid : 231200

Presenter







Sr.NO	Party Name and Address	Photo	Thumb	Signature
	Ashwin Cholera ,S/o - D/o Late Shantilal Tulsidas Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shantilal Tulsidas Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.:			
2	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No.132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.:			
3	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dipesh Cholera, 28 , ,8408900112 , ,Business , Marital status : Married 403711 Chicalim, Mormugao, SouthGoa, Goa			
2	Raj Cholera, 28 , ,9545654433 , ,Business , Marital status : Unmarried 403711 Chicalim, Mormugao, SouthGoa, Goa			


Sub Registrar
SUB - REGISTRAR
MORMUGAO



Document Serial No:-2020-MOR-546

Book :- 1 Document

Registration Number :- **MOR-1-535-2020**

Date : 30-Apr-2020



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

SUB - REGISTRAR
MORMUGAO

Receipt

Original Copy

FORM T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 15-May-2020 10:10:10

Date of Receipt: 15-May-2020

Receipt No : 2020-21/10/49

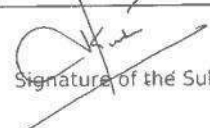
Serial No. of the Document : 2020-MOR-581

Nature of, Document : **Conveyance - 22**

Received the following amounts from **Ashwin Cholera** for Registration of above Document in Book-1 for the year 2020

Registration Fee	576840	E-Challan	• Challan Number : 202000420860 • CIN Number : CKM8115667	500000
		E-Challan	• Challan Number : 202000420866 • CIN Number : CKM8115168	76840
Processing Fee	900	E-Challan	• Challan Number : 202000420866 • CIN Number : CKM8115168	900
Total Paid	577740 (Rupees Five Lakh Seventy Seven Thousands Seven Hundred And Forty only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION ORTIONAL

Please handover the Registered Document to the person named below

Name of the Person Authorized :


Signature of the Presenter

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **15-May-2020**

Signature of the person receiving the Document

Signature of the Sub-Registrar

31/05/20

For CITIZENS' EDIT™
CO-OP BANK LTD

[Signature]
Authorised Signatory

Chiefs Two lakhs Sixty three thousand Four Hundred Only

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

भारत 49132 NON JUDICIAL स्टाम्प
128291 APR 27 2020
भारत 49132 NON JUDICIAL स्टाम्प
128291 APR 27 2020

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

INDIA STAMP DUTY GOA
R. 0263400/- PB6818
13:15

Name of Purchaser SHANTILAL REAL ESTATE SERVICES



DEED OF SALE

[Signature]
Beena d ar.

THIS DEED OF SALE is executed at Vasco da Gama, Mormugao-Goa on this 30th day of the month of April in the year Two Thousand and Twenty by and;



BETWEEN

1) MR. JORGE GONCALO BARROS COSTA alias JORGE

GONCALO BARROS COSTA, son of late Mr. Francisco Antonio Trifonio da Costa, age 73 years, married, retired, holding OCI Card no. [REDACTED] Portuguese National, Holder of Pan Card bearing no. [REDACTED] Ph. No. 9881282271, and his wife

2) MRS. ROSA MARIA BORGES PEREIRA BARROS COSTA

alias ROSA MARIA PEREIRA BARROS COSTA, daughter of Antonio Pereira, age 71 years, Retired, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], Both residents of Praceta Dr. Joaquim Lopes Feteira, N 1-3 DTO, 3080-204, Figuera da FOZ;

3) MS. MARIA FLAVIA SANTANA FERNANDES DE BARROS

COSTA alias MARIA FLAVIA DE BARROS COSTA, daughter of Firmino Constancio Fernandes, age 68 years, widow, Retired, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], resident

[Handwritten signature]

[Handwritten signature]

of Praceta Raul Proenca N40, Lote 2 3B, 2785-377 Sao Domingos De Rana;

4) MR. IVO FILIPE BARROS COSTA, son of late Mr. Rui Manuel de Barros Costa, age 42 years, unmarried, Occupation – Musician, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], resident of Avenida de Madrid N32 R/C DTO, 1000-196 Lisbon, Portugal;



5) MR. RUI JORGE BARROS COSTA, son of late Mr. Rui Manuel de Barros Costa, age 35 years, married, Occupation – Air Traffic Controller, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED] resident of Rua Fernanda Machado N9 2A, 2790-551 Carnaxide, Portugal; hereinafter referred to as the “**VENDORS**” (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, successors, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART**.

AND

M/S SHANTILAL REAL ESTATE SERVICES, a registered partnership firm under the Indian Partnership Act, 1932, having their registered office at Shop No. 11, Apna Bazar, 1st Floor, Vasco da Gama, Goa with PAN Card No. [REDACTED] in this Deed represented through its partners, **MR ASHWIN CHOLERA**, son of late Shantilal

Ashwin Cholera
Responsible for

Tulsidas, aged about 60 years, businessman, married, **Pan Card No.**

██████████ resident of Chicalim, Goa Aadhaar Card number: ██████████

██████████ Mobile number: **+919823089757**, email id:

shantilalrealestate@gmail.com, hereinafter referred to as

"PURCHASER" (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include it representatives,

partners, nominees, executors, administrators and permitted assigns) of the **SECOND PART.**



AND

MRS. ANA CLAUDIA MARQUES DA PALMA BARROS

COSTA, daughter of Mr. Carlos Alberto Duro da Palma Barros Costa

and wife of Mr. Rui Jorge Barros Costa, 38 years of age, married, Travel

Agent, Portuguese National, holder of Passport bearing no.

██████████ Ph. No. 9881282271, resident of Rua Fernanda Machado N9
2A, 2790-551 Carnaxide, Portugal, hereinafter referred to as the

"CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof shall include her heirs, successors,

executors, administrators, nominees, legal representatives and assigns)

of the **THIRD PART.**

The Vendors at serial no. 1 and 2 herein are represented in this act by their duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernardo


..ced DCosta

Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 15.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

The Vendor at serial no. 3 herein is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 24.02.2012 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 13.03.2012.

The Vendors at serial no. 4 herein is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 18.09.2019 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 11.10.2019.

The Vendors at serial no. 5 herein is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 18.09.2019 attested before the Embassy of


Bernard D Costa

India, Lisbon and adjudicated before the Addl. Collector of South Goa on. 11.10.2019.

The Confirming Party herein is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 28.01.2020 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 11.02.2020.

That the Vendors has represented to the Purchaser as under:-

- A. That there exists a property known as **“ASSOY” (aka Assoi)** situated at Village Dabolim within the limits of Village Panchayat of Chicalim, Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, which shall hereinafter be referred to as the **“said larger property”**.
- B. That the said larger property was originally owned and possessed exclusively by Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.


Bernard D'Costa

C. That said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa expired on 29th April, 1958 leaving behind as his moiety holder said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa and as his sole and universal heirs his following children namely:

1. Shri. Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa married to Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes.
2. Francisco Antonio Trifonio da Costa married to Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa.
3. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa married to Dr. Xavier Pereira.
4. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, Divorcee
5. Smt. Angela Lira da Costa Gomes married to Filomeno Santana Maria Gomes alias Filomeno de Fonseca.
6. Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa married to Smt. Selina Britto D'Costa alias Celina Brito.
7. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correira Costa alias Maria Olga Correia Neves Costa.



Assiz
Bernardino da Costa

8. Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.

9. Ivo dos Milagres Costa married to Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa.

D. That said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa expired on 7th May, 1966 leaving behind a Deed of Gift dated 2/3/1963 drawn before the Notary Babacier Menezes of Judicial Division of Mormugao, by virtue of which said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa gifted her disposable share interalia in the said larger property to the extent of 1/3rd exclusively in favour of her son Mr. Luis Fonseca Da Costa.


E. That after the death of said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, there surfaced a dispute among their heirs as regards the management and enjoyment interalia of the said larger property as a result of which a suit for Partition came to be instituted by some of the heirs namely Assiz Adolfo da Costa, Alice da Costa e Pereira and Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis Fonseca Da Costa and Valente da Costa (Defendants) in the Court


Babacier Menezes

of Civil Judge Senior Division at Margao which came to be registered as a Special Civil Suit No. 44/1969.

F. That in the said civil suit namely Special Civil Suit No. 44/1969, all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa decided to settle their disputes amicably and accordingly an Agreement dated 05/01/1971 came to be executed at Margao before the Chamber of 1st Officio Tribunal (Court) of the 'Comarca' of Salcete (Civil Judge Senior Division) with the intervention of all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which formed part of record of the trial court based on which the said Special Civil Suit No. 44/1969 came to be decreed and or disposed off.

G. That in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No. 44/1969, the 1/3rd share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife


Bernardino da Costa

Albertina do Rosario Souza e Costa and the balance 2/3rd share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:


- a. Francisco Antonio Trifonio da Costa and his wife Ana Alzira Barros da Costa,
- b. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa widow of Dr. Xavier Pereira and their heirs namely Tolentino Pereira and his wife Cyntia Saldanha Pereira alias Synthia Saldanha, Paulo Viegas Pereira and his wife Maria da Lourdes Perera and Antonio Pereira,
- c. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa,
- d. The heirs of late Ivo dos Milagres Costa namely Felix Carlos MilagresRebelo e Costa, Philip Estevaeo Rebelo e Costa and Alvaro Teotonio Rebelo e Costa,
- e. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Selina Britto Costa,
- f. Angela Lira da Costa Gomes and her husband Filomeno Santana Maria Gomes alias Filomeno de Fonseca and
- g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.



Handwritten signature and name:
Alma
Bernardina da Costa

H. That by virtue of the allotment and partition effected in the said suit, share of the said Mr. Luis Fonseca Da Costa came to be severed from the said larger property. The balance share in the said larger property continued to be owned and possessed as an independent and distinct unit disannexed from the said larger property, by the remaining heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca in terms of the Decree dated 15/10/1971 passed by the Court of Civil Judge Senior Division at Margao.

I. That somewhere in the year 1986, some of the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca, who were allotted shares in the said larger property except for Mr. Luis Fonseca Da Costa whose share was determined, decided to partition their respective shares so as to enable them to enjoy their respective shares as an independent and distinct property as such a Civil suit came to be filed by one of the heir namely said Assis Adolfo da Costa alias Assiz Adolfo da Costa along with other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa filed a civil suit in the


Bernard da Costa

Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A interalia seeking partition of their share of the said larger property by metes and bounds.

J. That the said Special Civil Suit No. 29/86/A came to be decreed by the Court of Civil Judge Senior Division at Vasco by virtue of a Judgment and Decree dated 09/10/2006 by virtue of which their share came to be partitioned and allotted to the respective heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa based on the Commissioner's report namely Shri. S. N. Bhende who was appointed in the said suit.

K. That being aggrieved by the Decree passed by the Court of Civil Judge Senior Division at Vasco in Special Civil Suit No. 29/86/A, an appeal came to be filed before the District Judge- I, FTC-I, South Goa, Margao which appeal came to be registered as a Regular Civil Appeal No. 427/2010/FTC-I.


L. That subsequently, upon the death of the respective children of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly



Beauncel DCA

added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as set out herein below:

I. That said Shri. Manuel Constancio D'Fonseca e Costa expired leaving behind as his moiety holder Smt. Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes and as sole and universal heirs following children namely:

- 
- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
 - b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
 - c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

II. That said Francisco Antonio Trifonio da Costa expired leaving behind as his moiety holder Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa and as sole and universal heirs following children namely :-

- a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa
- b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.



Manuel D'Fonseca

III. That said Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa and her husband Dr. Xavier Pereira expired leaving behind as sole and universal heirs following children namely:-


- a. Tolentino Pereira married to Cyntia Saldanha Pereira.
- b. Paulo Viegas Pereira married to Maria da Lourdes Perera.
- c. Antonio Pereira

i. That said Paulo Viegas Pereira expired leaving behind as his moiety holder his wife Maria da Lourdes Perera and as sole and universal heirs following children namely:-

- a. Xavier Pereira married to Abizal Providencia Pereira
- b. Malvina Pereira alias Malvina Viega Pereira married to Wilfred Fernandes
- c. Sunil Pereira

IV. That said Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa expired in the status of Divorcee leaving behind as his sole and universal heirs following children namely:-

- a. Smt. Maria Fatima Barros Costa.
- b. Smt. Carla Maria de Barros Costa e Peres da Silva alias Carla Maria de Barros.


Beauregard

V. That said Filomeno Santana Maria Gomes alias Filomeno de Fonseca expired leaving behind as his moiety holder his wife Smt. Angela Lira da Costa Gomes and as sole and universal heirs following children namely:-

a. Maria Helena Costa Gomes who expired in the status of spinster.

b. Ruth de Costa Gomes married to Luis Filipe Vital Lopes Machado.

i. That said Ruth de Costa Gomes expired leaving behind as her moiety holder Luis Filipe Vital Lopes Machado and as sole and universal heirs following children namely :-


a. Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado

b. Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado.

VI. That said Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Smt. Selina Britto D'Costa alias Celina Brito expired leaving behind as their sole and universal heirs the following children namely:-

a. Smt. Andrea D'costa Pereira and

b. Shri. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa.


Bernard Lynn D'Costa

VII. That said Shri. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correira Costa alias Maria Olga Correia Neves Costa expired leaving behind as sole and universal heirs following children namely:-

- a. Shri. Luis Manuel Neves Costa.
- b. Smt. Maria Mauela Neves Costa Vicente Guerra married to Shri. Jose Rui Rocha Vicente Guerra.

VIII. That said Ivo dos Milagres Costa expired leaving behind as moiety holder his wife Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa who also expired subsequently leaving behind as their sole and universal heirs following children namely:-

- a. Felix Carlos Milagres Rebelo e Costa married to Smt. Maria Souza Costa
- b. Philip Estevao (Estevam) Rebelo e Costa married to Fernandes e Costa alias Susana Fernandes Costa.
- c. Alvaro Teotonio Rebelo e Costa married to Avita Barreto e Costa


M. That the afore referred persons are the sole surviving heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, who acquired right interalia to said


Reservado

property which constitute the said larger property which fact came to be confirmed in a declaration on Oath made by Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa i.e., the Cabeça de Casal, on 20/11/1996 in the Inventory Proceedings No. 28/1996/A instituted before the Court of Civil Judge Senior Division at Vasco da Gama.

N. That in the said appeal i.e., Regular Civil Appeal No. 427/2010/FTC-I, all the afore referred heirs decided to settle their disputes amicably and arrived at settlement by virtue of which all the parties unanimously agreed to partition their share, and the plans came to be drawn earmarking their respective shares.

O. That in terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)", which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this Deed is the part of the property bearing Survey No. 9/4 of Village Dabolim admeasuring 62925 sq. mtrs which shall herein after be referred to as the "**said property**" and is better described in **Schedule II** herein below.




Barcel Dal

P. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn by the Court of Additional District Judge Fast Track Court, Margao wherein, interalia the said property came to be partitioned amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 9/4 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-

I. MR. BERNARD LYNN DCOSTA alias BERNADO COSTA alias BERNADO D'COSTA alias BERNARD LINN D'COSTA came to be allotted the following portion of the said property namely:

a. Plot No. B-I admeasuring 9894 sq. mts. surveyed under Survey No. 9/4.

II. MR. JORGE GONCALO BARROS COSTA; MS. ROSA MARIA BORGES PEREIRA BARROS COSTA alias ROSA MARIA BORGES PEREIRA BARROS COSTA; MS. FLAVIA DE BARROS COSTA alias MARIA FLAVIA SANTANA FERNANDES DE BARROS COSTA and MR. RUI MANUEL DE BARROS COSTA (now deceased) came to be allotted the following portion of the said property namely:


Bernard D'Al

- a. Plot No. B-4 admeasuring 11542 sq. mts.
surveyed under Survey No. 9/4.

III. MS. MARIA FATIMA BARROS COSTA and MS. CARLA MARIA DE BARROS COSTA e PERES DA SILVA alias CARLA MARIA DE BARROS COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4.

IV. MS. ANGELA LIRA DA COSTA (now deceased), MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO and MR. RUI FILLIPE GOMES alias RUI FILLIPE alias RUI FILLIPE GOMES MACHADO came to be allotted the following portion of the said property namely:

- a. Plot No. B-3 admeasuring 10069 sq. mts.
surveyed under Survey No. 9/4.
- b. Plot No. P-2a admeasuring 5839 sq. mts. surveyed under Survey No. 9/4.

V. MR. LUIS MANUEL NEVES COSTA and MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA alias MARIA MANUELA NEVES COSTA came to be allotted the following portion of the said property namely:



Barros da C

- a. Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-I admeasuring 8541 sq. mts. surveyed under Survey No. 9/4.

VI. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES(now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MS. NAZARE DA CONCEICAO LOPES COSTA alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR. ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:

- a. Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4.

Q. The said heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa for the sake of brevity shall be referred to as the "**Original Owners**".



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R. That upon passing of the said Decree, the Original Owners started enjoying their respective portions of the said property as distinct and independent units.

S. That said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired on 10/4/2017 expired in the status of widow of late Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa and upon her Death a Succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 49995 from 2017 dated 26/9/2017 wherein it came to be declared that said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired leaving behind as sole and universal heirs the following children:

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.


Manuel da Costa

T. That said Mrs. Angela Lira da Costa expired on 26/4/2018 and upon her death a succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 2198 Book No. 4 from 2018 dated 28/5/2018 wherein it came to be declared that said Mrs. Angela Lira da Costa expired in the status of widow of late Filomeno Santana Maria Gomes alias Filomeno de Fonseca leaving behind as sole and universal heirs Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado, both being children of her deceased daughter Mrs. Maria Ruth da Costa Gomes married to late Luis Filipe Francisco Vital Lopes Machado.

U. That said Mr. Rui Manuel De Barros Costa expired on 05/9/2019 leaving behind as his moiety holder his widow Maria Flavia Santana Fernanes de Barros Costa and as sole and universal heirs the following children namely:

- a. Mr. Rui Jorge Barros Costa married to Ana Claudia Marques da Palma Barros Costa.
- b. Mr. Ivo Filipe Barros Costa.

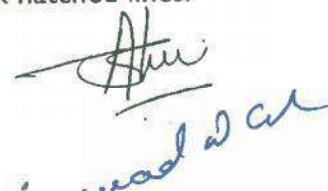
V. That though a specific portions of the said property came to be allotted to the Original Owners by virtue of the Consent Decree dated 17/09/2010, no partition was effected in the survey records in terms of the provisions of Section 61 of Land Revenue Code as

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such the Original Owners earmarked the said property into various PLOT and one of the plot acquired by the Vendors herein is the Plot No. B-4 admeasuring 11542 sq. mts. which is better described in **Schedule III** herein below.

W. That the Vendors herein filed an application dated 02.12.2019 Section 61 of Land Revenue Code to partition their plot admeasuring 11542 sq. mts. surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa which application came to be registered as Case no. LRC/PART/01/2020/626 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 04.03.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 11542 sq. mts. came to be allotted new Survey number namely 9/4-H of Village Dabolim.

X. That the Vendors herein are desirous of selling and or transferring the part and parcel of the said property admeasuring 11542 sq. mts. to the extent of 6295 sq. mts. surveyed under Survey No. 9/4-H of Dabolim Village in favour of the Purchaser herein. The land to the extent of 6295 sq. mts. surveyed under Survey No. 9/4-H of Dabolim Village is better described in **Schedule IV** hereto and shall herein after be referred to as the "**Said Plot**" and is delineated in the Plan annexed hereto in black hatched lines.



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Y. The Vendor at serial no. 5 is married to the Confirming Party under the regime of *Comunhao de adquiridos* by virtue of which the Confirming Party herein do not acquire any right, title and interest to the estate of Vendor at serial no. 5 prior to their marriage. However, by way of abundant caution, the Vendor at serial no. 5 has requested the Confirming Party to give her consent to this Deed.



Z. The Confirming Party has acceded to the request of the Vendor at serial no. 5 to give her No objection to the Vendors to sell and or transfer the SAID PLOT in favour of the Purchaser herein and further declare that the Confirming Party shall have no claim, right, title and interest of whatsoever nature in the SAID PLOT agreed to be sold and or to transferred by the Vendors in favour of the Purchaser herein without receiving any consideration and it is also stated that the confirming party and all the Vendors fall within the definition of 6(5) of FEMA Act which is hereby confirmed by the VENDORS to that effect the succession deed is enclosed herewith and also vide letter dated 11th May 2020 with reference no. PNJ.FED:672/02.05.004(VII)/2019-20 from Reserve Bank Of India and vide letter dated 13th May 2020 with reference no. 4/81/2020-Registration/913 from the Office of The State Registrar-cum-Head of Notary services.

AA. That except for the VENDORS herein, there are no other person/ persons who can have right, claim and interest in the SAID PLOT.

BB. That the SAID PLOT is free from any encumbrances and/or defect in title.

CC. That there are no tenants/ Mundkars and/or any other person who can claim any right of whatsoever nature in respect of the SAID PLOT, the VENDORS being the sole and exclusive owners of the SAID PLOT described in Schedule – IV hereto.



DD. That there is no road or access passing through the SAID PLOT described in Schedule IV, as an access to any other person, nor there is any easement right of way to any other person through the SAID PLOT.

EE. That the SAID PLOT is not the subject matter of any land acquisition under the Land Acquisition Act.

FF. That there are no litigations and/or disputes of any nature over the SAID PLOT described in Schedule- IV.

GG. That there are no statutory dues, due and payable to any government and/or semi-government bodies in respect of the SAID PLOT.

HH. **AND WHEREAS**, the VENDORS has represented to the PURCHASER that except for this Deed of Sale, the VENDORS have not entered into any agreement to transfer and or convey the

SAID PLOT described in Schedule IV hereto with any other person or persons.

II. Based on the said representations, the Purchaser herein agreed to purchase the said Plot admeasuring 6295 sq. mts. surveyed under Survey No. 9/4-H of Dabolim Village from the VENDORS for a total consideration of a sum of Rs. 1,64,66,700/- (Rupees One Crore Sixty Four Lakhs Sixty Six Thousand Seven Hundred Only) which is the market value of the SAID PLOT and accordingly an Agreement for Sale dated 20/03/2020 came to be executed between the VENDORS and the Purchaser herein which is duly registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-528-2020 dated 28/04/2020.



JJ. **AND WHEREAS**, the Purchaser has effected part consideration under the said Agreement for Sale dated 20/03/2020 in favour of the VENDORS herein.

KK. **AND WHEREAS** in partial modification of the payment schedule contained in the agreement dated 20/03/2020, the VENDORS has requested the Purchaser the balance consideration in the manner stipulated at **ANNEXURE A** to which the Purchaser has agreed.

LL. **AND WHEREAS**, the Purchaser has called upon the VENDORS to execute a Deed of Sale in respect of the SAID PLOT in favour of the Purchaser and transfer the said plot in favour of the purchaser

in terms of the stipulations contained in the said Agreement for Sale dated 20/03/2020.

MM. **AND WHEREAS**, the VENDORS have acceded to the request of the Purchaser and has agreed to execute this Deed in terms of the stipulation contained hereinbelow.



NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

- I) That in consideration of a sum of Rs. 1,64,66,700/- (Rupees One Crore Sixty Four Lakhs Sixty Six Thousand Seven Hundred Only) which the Purchaser has paid to the Vendors before deducting TDS on the entire consideration in terms of Income Tax Act, in the following manner :-
 - a) An amount of Rs. 1, 00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 001601 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;
 - b) An amount of Rs. 1, 00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 001602 dated 06.12.2018 vide HDFC Bank,

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Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;

c) An amount of Rs. 1, 00,000/- (Rupees One Lakh Only) paid by the Purchaser to the Vendor at Serial No. 3 vide Cheque bearing No. 001604 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 3 do hereby acknowledge;

d) An amount of Rs. 1,77,200/- (Rupees One Lakh Seventy Seven Thousand Two Hundred Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 000090 dated 16.03.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;

e) An amount of Rs. 1,77,200/- (Rupees One Lakh Seventy Seven Thousand Two Hundred Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 000091 dated 16.03.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;

f) An amount of Rs. 1,77,200/- (Rupees One Lakh Seventy Seven Thousand Two Hundred Only) paid by the Purchaser to the Vendor at Serial No. 3 vide Cheque bearing No. 000092 dated 16.03.2020 vide HDFC Bank, Vasco-da-Gama



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Branch, the receipt of which the Vendor at Serial No. 3 do hereby acknowledge;

- g) An amount of Rs. 88,600/- (Rupees Eighty Eight Thousand Six Hundred Only) paid by the Purchaser to the Vendor at Serial No. 4 vide Cheque bearing No. 000093 dated 16.03.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 4 do hereby acknowledge;

An amount of Rs. 88,600/- (Rupees Eighty Eight Thousand Six Hundred Only) paid by the Purchaser to the Vendor at Serial No. 5 vide Cheque bearing No. 000094 dated 16.03.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 5 do hereby acknowledge;



- h) An amount of Rs. 1,00,000/- (Rupees One Lakh Only) is paid by the Purchaser to late MR. Rui Manuel Barros Costa, who has expired on 05/9/2019, vide Cheque bearing No. 001603 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch.
- i) An amount of Rs 2,91,200/- (Rupees Two Lakhs Ninety One Thousand Two Hundred Only) being Tax Deducted at source at the time of execution of agreement for sale referred to para II above.
- j) The balance amount of amount of Rs. 1,50,66,700 /- (Rupees One Crore Fifty Lakhs Sixty Six Thousand Seven Hundred Only), is paid by the Purchaser to the Vendors by issuing post dated cheques details of which are set out at


1.



Annexure A, which shall form integral part of this Deed the receipt of which amount the Vendors do hereby acknowledge; the VENDORS as absolute owners in possession in respect of all that part and parcel of the of the land to the extent of **6295 sq. mts.** surveyed under **Survey No. 9/4-H of Dabolim Village** better described in **Schedule IV** hereto and is delineated in black hatched lines on the plan annexed hereto being portion of the Plot identified as Plot No. B4 admeasuring an area of 11542 sq. mtrs. surveyed under Survey No. 9/4-H of Village Dabolim forming part of property known as "**ASSOY**" (aka **Assoi**) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa, do hereby transfer, sell, convey, grant, release by way of sale, unto the PURCHASER all that part and parcel of the **SAID PLOT** described in **Schedule IV** hereunder written and is delineated in black hatched lines on the plan annexed hereto, along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER, as absolute Owners thereof, free from any charge or encumbrances to be held and enjoyed by the PURCHASER forever, peacefully without any disturbance and/or hindrance from the VENDORS or any person claiming through them.

2) The VENDORS do hereby covenant with the PURCHASER as under:

i. That the Vendors Have a clear valid and marketable right, title and interest to the **SAID PLOT** described in **Schedule IV** and are entitled and authorized to sell/alienate the same unto the PURCHASER.



That should there be any defect in the title of the **SAID PLOT** hereby conveyed, the VENDORS shall at all times, indemnify and keep the PURCHASER indemnified for loss suffered on account of such defect, if any, and shall, at their own costs and expenses clear the defect in title of the **SAID PLOT**, if any.

iii. That the VENDORS shall at the cost and expenses of the PURCHASER do all that is required for better assuring and/or perfecting the title of the **SAID PLOT** described in **Schedule IV** hereto in favour of the PURCHASER, which shall include all necessary acts to secure the mutation of the survey records in respect of **SAID PLOT** in the name of the PURCHASER.

iv. That the VENDORS have today put the PURCHASER in unconditional exclusive peaceful vacant possession of the **SAID PLOT** described in **Schedule IV** from the VENDORS and/or any other person or persons claiming through the VENDORS.

v. The VENDORS covenant that **there** is no road or access passing through the **SAID PLOT** described in **Schedule IV** as an access to any other person, nor there is any easement right of way to any other person through the **SAID PLOT**.

vi. The VENDORS covenant with the PURCHASER that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the **SAID PLOT** described in **Schedule IV** hereto.

vii. The VENDORS covenant with the PURCHASER that there is no attachment or prohibitory order issued by any competent authority or court prohibiting the sale or transfer of the **SAID PLOT** described in **Schedule IV**.

viii. The VENDORS covenant to the PURCHASER that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party



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SAID PLOT by mortgaging or creating a security interest in the described in **Schedule IV** and/or against collateral security thereof.

ix. The VENDORS covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien, or otherwise howsoever, in the **SAID PLOT** described in **Schedule IV** and they are competent and entitled to sell and transfer the same in the manner provided in these presents.



x. The Vendors further declares and confirms that they have not created any third party rights and/or interests of whatsoever nature in respect in the **SAID PLOT** in favour of any person and/or persons(s), including banks, financial institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien, pledge or any other mode, whatsoever.

xi. That should any defect be found and/or surface in the title of the SAID PLOTS, the VENDORS shall at their own cost, remedy and/or clear the said defects if any.

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xii. The VENDORS covenant with the PURCHASER that the VENDORS shall at all times indemnify and keep the PURCHASER indemnified for any loss and/or damage caused to the PURCHASER on account of such defect in title of the SAID PLOT, or on account of any breach or inaccuracy in any of their covenants contained herein.

xiii. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOT, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.

xiv. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOTS, the Vendors shall be exclusively liable to bear and settle such claim without any damage or



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liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.

xv. The VENDORS covenant to the PURCHASER that there is no restraint either under the Income Tax Act or Gift Tax Act or any other statute from selling or transferring the SAID PLOT.

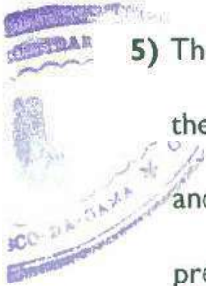


xvi. The VENDORS covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, license, lien, or otherwise howsoever in respect of the SAID PLOT and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

3) The Vendors covenant that the Vendors shall assist and cooperate with the Purchaser to do all that is required to be done to clear the SAID PLOT from the purview of private forest by obtaining necessary NOC/Letter to that effect from the Office of Conservator of Forest, State of Goa and to get the SAID PLOT converted from agricultural to non-agricultural use by obtaining Conversion Sanad from the competent authorities in terms of the Land Revenue Code, 1968.


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4) The Purchaser covenant that the amount of Rs.1,50,66,700/- (Rupees One Crore Fifty Lakhs Sixty Six Thousand Seven Hundred Only), towards which the post dated cheques are issued by the Purchaser to the Vendors, shall be paid by the Purchaser to the Vendors on the respective dates mentioned on the respective cheques referred to at **Annexure A** written herein below.



5) The Purchaser covenant that the said cheques shall be deposited by the Vendors on the due date as specified on the respective cheques and further covenant that the same will be duly Honoured as and when presented for clearing by the Vendors. In the event the cheques issued under this DEED are not honoured for whatever reasons, the Purchaser shall be liable to pay interest on the said defaulted amount calculated at the rate of 6% p.a. from the date of such default till its effective payment calculated on simple interest basis on the basis of days of delay.

6) The VENDORS hereby accord their no objection to the PURCHASER to carry out mutation in respect of the SAID PLOT described in Schedule IV hereto and the VENDORS further covenant that they shall do all that is required to ensure that the name of the PURCHASER is entered into the Record of Rights as occupants of the SAID PLOT described in Schedule IV hereto by way of mutation.

7) The Vendors and Purchaser hereby declare that the SAID PLOT in

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transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

8) The Parties hereby declare that the subject matter of the SAID PLOT is non-agricultural and that the document and transaction is in compliance with the Foreign Exchange Management Act 1999 and as per the Reserve Bank of India guidelines. The Office of the Civil Registrar Cum Sub-Registrar of Mormugao shall not be responsible if the parties violate FEMA and RBI guidelines.

9) For the purpose of Stamp Duty, the market value of the **SAID PLOT** better described in **Schedule IV** hereby transferred is Rs. 1,64,66,700/- (Rupees One Crore Sixty Four Lakhs Sixty Six Thousand Seven Hundred Only) and the stamp duty payable is a sum of Rs. 7,41,100/- (Rupees Seven Lacs Forty One Thousand One Hundred Only) out of which a stamp duty of Rs. 4,77,700 (Rupees Four Lacs Seventy Seven Thousand Six Hundred Only) is paid at the time of execution of the said Agreement for Sale dated 20/03/2020, registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-528-2020 dated 28/04/2020 and after adjusting the said stamp duty paid under the said Agreement for Sale dated 20/03/2020, the Stamp Duty of Rs. 2,63,400/- (Rupees Two Lacs Sixty Three Thousand Four Hundred Only) is affixed to this Deed of Sale which is borne by the PURCHASER.


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SCHEDULE I

ALL THAT property known as **“ASSOY”** (aka **Assoi**) along with the residential house situated at Dabolim within the limits of Village Panchayat of Chicalim (alias Sancoale Village), Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of ‘Comarca’ of Salcete, surveyed in the records of rights of Village Dabolim under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1. The said larger property is bounded as under:

On the North : By Assoichipaz of the Comunidade of Sancoale and the properties of Camilo Martins and Antonio Micael de Azaredo

On the South : By the railway line and Sebastiao da Costa Araujo.

On the East : By Assoichipaz of the Comunidade of Sancoale and the property of PrithiDass, Pomu Mahadeo Gaudo, Camilo Pereira, Manuel Piedade Sequeira, Antonio Micael de Azaredo, Antonio Mascarenhas, Pascoal Fernandes, Pedro Francisco Fernandes, Jose Rodrigues, Francisco Xavier Vaz, Jose Tavares Filipe Bernardo de Azaredo and ‘Falencia’ of Comunidade of Chicalim;

On the West : By the drain.


Antonio Micael de Azaredo

SCHEDULE II

(SAID PROPERTY)

ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, District of South Goa, State of Goa and is bounded as under:

On the North : By Survey No. 10, Survey No. 9/5 & 15 meters wide road

On the South : By Survey No. 9/3 & 20 meters wide road (adjoining the South Western Railways)

On the East : By Survey No. 4/2

On the West : By Survey No. 9/5 and Chicalim/Dabolim Nullha.



SCHEDULE III

(SAID PORTION OF LAND)

ALL THAT Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4-H of Dabolim Village forming part of the property known as "**ASSOY**" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule II herein above. The said Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4-H of Dabolim Village is bounded as under:

North : by Chicalim/Dabolim Public Road.

[Handwritten signature]
Responsible Officer

South : by property bearing survey no. 9/4-A, 9/4-B, 9/4-C of Dabolim Village.

East : by property bearing survey no. 4/1 of Dabolim Village.

West : by property bearing survey no.9/5 of Dabolim Village

SCHEDULE IV

(SAID PLOT)



ALL THAT PART AND PARCEL of the plot of land admeasuring 6295 sq. mts. being portion of the Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4-H of Dabolim Village forming part of the property known as "**ASSOY**" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule III herein above. The said plot of land admeasuring 6295 sq. mts. is delineated in the plan annexed hereto in black hatched lines and is bounded as under:

North : by Chicalim/Dabolim Public Road.

South : by property bearing survey no. 9/4-A, 9/4-B and part of 9/4-C of Dabolim Village.

East : by property bearing survey no. 4/1 of Dabolim Village.

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West : by remaining portion of the property bearing survey
no.9/4-H and further by the property bearing Survey No. 9/5 of
Dabolim Village.

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ANNEXURE A

The balance amount of Rs. 1,50,66,700/- (Rupees One Crore Fifty Lakhs Sixty Six Thousand Seven Hundred Only) shall be paid by the Purchaser to the Vendors on or before 30/04/2021 in the following manner:

Payment to Vendor under Serial No. (1)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000411	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000412	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000413	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000414	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000415	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
5,16,675/-	000416	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (2)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000417	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000418	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000419	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000420	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000421	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
5,16,675/-	000422	30/04/2021	HDFC Bank Vasco-Da Gama,Goa


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Payment to Vendor under Serial No. (3)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000423	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000424	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000425	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000216	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
10,00,000/-	000217	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
8,16,675/-	000218	30/04/2021	HDFC Bank Vasco-Da Gama,Goa



Payment to Vendor under Serial No. (4)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,25,000/-	000219	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000220	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000221	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000222	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000223	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,58,338/-	000224	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (5)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,25,000/-	000225	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000101	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,50,000/-	000102	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000103	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000104	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,58,338/-	000105	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Handwritten signature and text:
 [Signature]
 11/04/2021

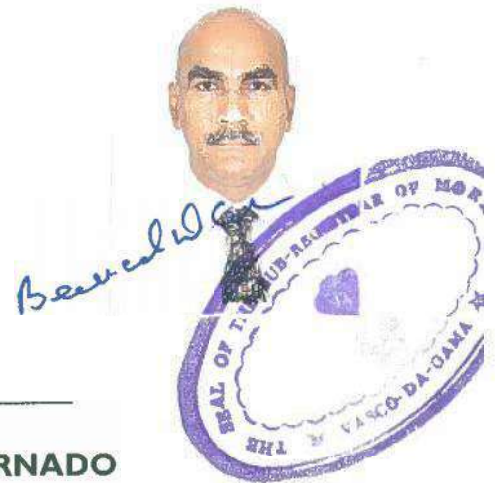
IN WITNESS WHEREOF the parties hereto have signed this Deed of Sale on the date, month and year mentioned hereinabove.

SIGNED AND DELIVERED

By the within named

'VENDORS'

of the **FIRST PART**:



Bernardo D Costa

MR. BERNARD LYNN DCOSTA alias **BERNADO COSTA** alias **BERNADO D'COSTA** alias **BERNARD LINN D'COSTA** for and on behalf of (1) **MR. JORGE GONCALO BARROS COSTA** alias **JORGE GONSALO BARROS COSTA**, (2) **MRS. ROSA MARIA BORGES PEREIRA BARROS COSTA** alias **ROSA MARIA PEREIRA BARROS COSTA**, (3) **MS. MARIA FLAVIA SANTANA FERNANDES DE BARROS COSTA** alias **MARIA FLAVIA DE BARROS COSTA**, (4) **MR. IVO FILIPE BARROS COSTA**, (5) **MR. RUI JORGE BARROS COSTA** and the Confirming Party herein i.e., **MRS. ANA CLAUDIA MARQUES DA PALMA BARROS COSTA** duly appointed vide their respective

Ana Claudia Marques da Palma
Bernardo D Costa

General Power of Attorney dated 15.11.2011,
24.02.2012, 18.09.2019, 18.09.2019 and 28.01.2020.

L. H. F. P.

R. H. F. P.



1. _____

1. _____



2. _____

2. _____



3. _____

3. _____



4. _____

4. _____



5. _____

5. _____



Beenujal D. Ch

SIGNED AND DELIVERED by

The within named **PURCHASER**

of the **SECOND PART**:

M/S. SHANTILAL REAL ESTATE SERVICES

represented through its partner


A. S. Cholera

MR ASHWIN CHOLERA



L. H. F. P.

R. H. F. P.


1. 

1. 


2. 

2. 

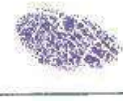
3. 

3. 

4. 

4. 

5. 

5. 

Ashwin

Benavard JCA

In the presence of:

1. Dipesh Cholera



2. RAJ CHOLERA

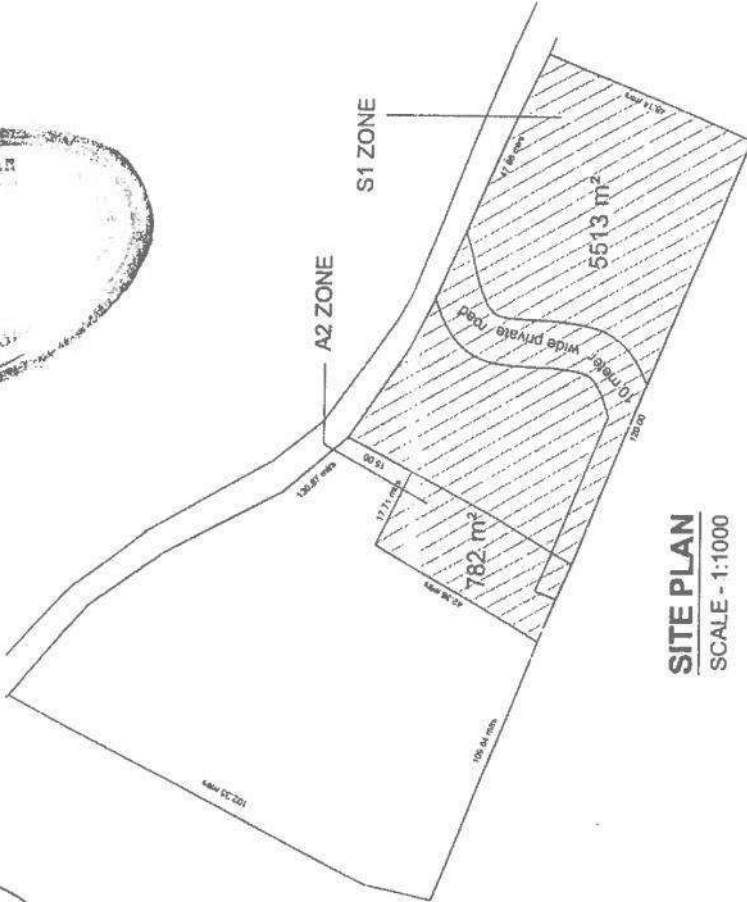


Besant Dar





*Boavista da
A.S. Chelva*



SITE PLAN
SCALE - 1:1000

TOTAL AREA = 6295 m²

PLAN OF PROPERTY BEARING SURVEY NO. 9 / 4 - H
OF DABOLIM VILLAGE, MORMUGAO TALUKA, GOA



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa

Print Date & Time : - 15-May-2020 10:05:44 am

Document Serial Number :- 2020-MOR-581

Presented at 10:05:16 am on 15-May-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	263400
2	Registration Fee	576840
3	Mutation Fees	2500
4	Processing Fee	900
Total		843640

Stamp Duty Required :263400

Stamp Duty Paid : 263400

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shri Shantilal Tulsidas Cholera Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: AFJPC9738B			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shri Shantilal Tulsidas Cholera Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: [REDACTED]			
2	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2 Assoi, Chicalim, Goa, Address2 - , PAN No.: [REDACTED]			
3	Bernard Lynn Dcosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.: [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
4	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.: 			
5	Bernard Lynn Dcosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.: 			
6	Bernard Lynn Dcosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.: 			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, Confirming Party, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dipesh Cholera, 28 , ,8408900112 , ,Business , Marital status : Married 403711 Chicalim, Mormugao, SouthGoa, Goa			
2	Raj Cholera, 28 , ,9545654433 , ,Business , Marital status : Unmarried 403711 Chicalim, Mormugao, SouthGoa, Goa			




Sub Registrar
SUB - REGISTRAR
MORMUGAO

Document Serial No:-2020-MOR-581

Book :- 1 Document Registration Number :- MOR-1-569-2020 Date : 15-May-2020
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Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)

SUB-REGISTRAR
MORMUGAO