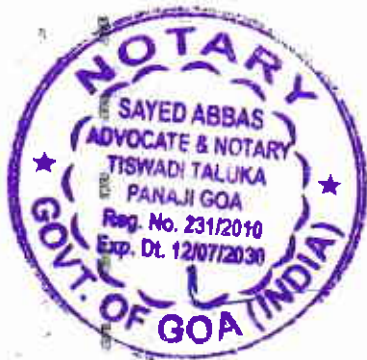




गोवा GOA



Serial No. 438 Place of Vendor, Panaji Date 01/07/2010
Value of Stamp Paper 100
Name of Purchaser SDPL
Residence _____ Name of Father _____
Purpose _____ Transacting Parties _____
Sign of Stamp Vendor _____ Sign of Purchaser _____
Mangala N. Karapurkar
License No. AC/STP/VEN/747/99

C 069245

AFFIDAVIT

I Mr. Benedict Saldanha, son of late Joseph Saldanha, 65 years of age, Director of Saldanha Developers Pvt. Ltd, residing at La Marvel Colony, Raj Bhavan Marg, Dona Paula, Tiswadi Goa, do hereby solemnly state on oath as under:

1. I say that I am the Owner in possession of the property bearing survey No. 230/15-A, admeasuring an area of 2925 sq. meters of Village Calangute, Bardez Goa.
2. I say that the Regular Civil suit bearing No. 144/2007/C filed before the Civil Judge Senior Division, Mapusa-Goa was compromised on 28/09/2016 and accordingly the compromise decree was drawn by the Hon'ble Court.
3. I say that there is no litigation pending in any court of law pertaining to the aforesaid property. Neither the any party has challenged the said compromise decree or filed any appeal before the appellate court.
4. The judgement, Order and Decree dated 28/09/2007 has attained the finality. Attached copy Judgement, order and Decree.
5. I say that aforesaid affidavit is sworn to produce before the Rera Authority.
6. I said that aforesaid statement are true and correct to my knowledge and personal belief.

Solemnly Affirmed at Panaji Goa,
On this 7th day November 2025


DEPONENT



Solemnly affirmed before me by
Shri / Smt. Benedict Saldan
who has been identified by
whom I pers known
Reg. No. 6509 12/08/11/2015

SAYED ABBAS
Advocate & Notary
Tiswadi Taluka
Panaji, Goa 403001
Reg. No. 231/2010

UTI TECHNOLOGY SERVICES LIMITED
EDC HOUSE, WING 'C' SHOP NO.30
GROUND FLOOR, DADA VAIDYAROAD
PANAJI, GOA-403001

D-5/STP(V)/C.R/35/16/2016-RD(1468903)

भारत 12784
117685

NON JUDICIAL गोवा
FEB 01 2017



2017 02 01 15:29

R.0026500/-PB7072

सत्यमेव जयते
INDIA

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GOA



Signature 112

NAME: *Siddhartha Dadasaheb Pers (P) Ltd*
FOR: *Ramaji*
IN CHARGE: *Rohan*
SIGNATURE: *RP*
RECEIPT NO: *12784*



345/2017



Court Decree

Signature

NAME: Saldanha developers Pvt. Ltd.
ADDRESS: Panaji, Goa.
THROUGH: Rohan Kudnekar
SIGNATURE: Rohan
RECEIPT NO: Hais B/18303

AXIS BANK LTD
SIDDHARTH BANDODKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/C.R./35/2/2010-RD
For AXIS BANK LTD.

Authorised Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.

भारत 18303 NON JUDICIAL गोवा
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R.0062500/- PB5740
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BANDODKAR

Court-Decree

Saldanha

UTI TECHNOLOGY SERVICES LIMITED
EDC HOUSE, WING 'C' SHOP NO. 30
GROUND FLOOR, DADA VAIDYAROAD
PANAJI, GOA-403001

D-5/STP(V)/C.R./35/10/2010-RD(1460903)

भारत 12771



165684

NON JUDICIAL गीवा
JAN 31 2017

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16:05

R.0062500/- PB7072

INDIA

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GOA



NAME: Saldanha Developers Pvt. Ltd.
ADDRESS: Panaji
THROUGH: Rohan
SIGNATURE: RS
RECEIPT NO: 12771



Court Deeree

Saldanha

NAME: Saldanha developers Pvt Ltd.
ADDRESS: Panaji, Goa.
THROUGH: Ketan Kudnekar
SIGNATURE: [Signature]
RECEIPT NO: Axis B 18302

AXIS BANK LTD
SIDDHARTH BANDODKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/CR./35/2/2010-RD
For **AXIS BANK LTD.**

[Signature]

Authorised Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.



भारत
INDIA

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SEP 21 2016

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UTI TECHNOLOGY SERVICES LIMITED
EDC HOUSE, WING 'C' SHOP NO. 38
GROUND FLOOR, DADA VAIDYAROAD
PANAJI, GOA-403001

D-5/STP(V)/C.R./35/18/2018-RD(1466803)

भारत 12772 NON JUDICIAL गोवा
176685 JAN 31 2017



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Rs.0103000/- PB7072

INDIA

STAMP DUTY

GOA



311

NAME: Saldanha Peretolo (9) Ltd

ADDRESS: Panaji

THROUGH: Rohan

SIGNATURE:

RECEIPT NO: 12772

REGISTRAR OF COMPANIES

Court Decree.

for the purpose of stamp duty this Court Decree
is valued at Rs. 53,62,500/- and accordingly stamp
duty is imposed. Silva

Silva



Handwritten signature and the word 'TENDER' with a checkmark.



A-66

Presented on : 29.09.2007

Registered on : 29.09.2007

Suit decided on: 28.09.2016

Duration Years Months Days

9 11 30

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION C- COURT,
MAPUSA GOA.

Regular Civil Suit No.144/2007/C

1. Mrs. Clotildes Francisca Olinda da Silva
E Braganza,
Major in age, Indian National,
Service, residing at Maria Rosa I,
Block-D, 102, Naikavaddo, Calangute,
Bardez Goa.

2. Mr. Jose Antonio Braganza,
Major in age, Indian National,
Service, residing at
Maria Rosa I, Block-D, 102, Naikavaddo,
Calangute, Bardez Goa.

...Plaintiffs

V/s

1. Mr. Rufus Trindade alias Hector Trindade,
major in age, Indian National, service,
resident of House No.267,
c/o.Mamamia Bar & Restaurant,
Naikavaddo, Verla, Parra, Bardez Goa.

2. Mrs. Fatima Godinho E Trindade,
major in age, Indian National, service,
resident of House No.267,
c/o.Mamamia Bar & Restaurant,
Naikavaddo, Verla, Parra, Bardez Goa.

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.2.

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SUPPLEMENTARY
2014



3. M/s. Saldanha Developers Pvt. Ltd.,
A Private Limited Company with its
Registered Office at 5/6, Pawan Palace,
Sitladevi Temple Road,
Mahim, Bombay – 400 016
with branch office at
302, Mathias Plaza, 18th June Road,
Panaji Goa,
Represented by its Managing Director,
Mr. Benedict Saldanha,
Aged 45 years, son of late Mr. Joseph M. Saldanha,
4. Mrs. Maria Antonieta Angela da Silva,
age 74 years of age,
r/o. Cobrawado, Calangute, Bardez Goa.
5. Mr. Anthony Joe Luis Savio Da Silva,
41 Years of age,
6. Mrs. Rinu Da Silva,
38 years of age, both r/o. Flat No.04,
Block G, Annette Beach Apartments,
Cobrawado, Calangute, Bardez Goa. ...Defendants



COMPROMISE DECREE

This is a suit for Recovery of Possession, Permanent injunction and Mesne profit, filed by the Plaintiffs against defendants praying that:

- (a) For a judgment and Decree, directing the Defendants their Agents, servants, Assigns and/or persons claiming for and on behalf of the Defendants to quit, vacate and hand over vacant possession of the said House;
- a1) For a Judgement and Decree declaring that the Public Will dated 22.11.2002 bearing No.231 at pages 36 to 42 registered before the office of the Notary Ex-officio, Mapusa, Bardez Goa is illegal, null and void.
- a2) For a Judgement and Decree declaring that the Deed of sale dated 07.06.2007 registered under No.3076 at pages 43 to 85 of Book I Volume No.2167 on 18.06.2007 before the Sub-Registrar of Bardez at Mapusa is illegal null and void.
- a3) For a Judgement and decree that the Public Will dated 22.11.2002 bearing No.231 at pages 36 to 42 registered before the Office of the Notary Ex-Officio, Mapusa, Bardez Goa be delivered up and cancelled.
- a4) For a Judgement and decree that the Deed of sale date 07.06.2007 registered under No.3076 at pages 43 to 85 of Book I Volume No.2167 on

[Signature]



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[Signature]
SUPERINTENDENT
18.06.2007



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18.06.2007 before the Sub-Registrar of Bardez at Mapusa be delivered up and cancelled.

- (b) For a Judgment and Decree of Permanent Injunction directing the Defendants their Agents, Servants, Assigns and/or persons claiming for and on behalf of the Defendants to stop interfering with the said House in any manner whatsoever;
- (c) For a Judgment and Decree of Permanent Mandatory Injunction directing the Defendants to hand the keys of the said house to the plaintiffs;
- (d) For a Judgment and Decree directing the Defendants to pay mesne profit of Rs.50,000/- (Rupees Fifty thousand only) per month for the period commencing from 2nd March, 2007 till the day the Defendants, their Agents, Servants, Assigns, and/or persons claiming through the Defendants, quit, vacate and hand over vacant possession to the plaintiff;
- (e) Pending hearing and disposal of the aforesaid civil suit, for a direction to the Defendants, to hand the key of the said House to the plaintiffs;
- (f) For an order of Temporary Injunction, prohibiting the Defendants, their Agents, servants and persons claiming for an on behalf of the defendants from interfering with the said house in any manner;
- (g) For an ad-interim relief in terms of prayer clause (e) and (f);
- (h) For an ex-parte ad-interim relief in terms of prayer clause (e) and (f);
- (i) For costs of the civil suits;
- (j) For such other and further reliefs as deemed fit and proper.

This suit coming on this day for the final disposal before Shri N. S. Amonkar, Civil Judge Senior Division C- Court, Mapusa Goa, in the presence of Shri A. Nachinolkar, Advocate for the Plaintiffs, Adv. J. Souza present for deft No.1 and 2, Advocate Kavita Madkaikar present for deft No.3 and Adv. S. Rodrigues present for deft No.4, 5 and 6. It is ordered that the suit is decreed as per the Consent terms. Draw decree accordingly.

Consent Terms are as under:-

1. Notwithstanding the covenants contained in the Agreement dated 09-08-1995, and Supplementary Agreement dated 09-08-1995, entered into by the parties referred to at ANNEXURE-I hereto, which inter alia includes

[Signature]



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22.11.2002

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the Plaintiffs and the Defendants and in settlement of all claims and obligations of the Plaintiffs and the Defendants no. 1 to 3 under the said Agreement and all claims in the suit, the Plaintiffs acknowledge the right, title and interest of the Defendant no 3 to the suit property, the subject matter of the said Agreement, better described in Schedule-I hereto annexed which property is hereinafter referred to as the "said property", to the extent of 7/12th undivided share in the said property equivalent to 1997.92 square metres of the property described in Schedule-I.

2. The Defendants also acknowledge the undivided share of the Plaintiffs to the suit property to the extent of 1/4th share equivalent to 856.25 square metres.
3. The Plaintiffs and the Defendants no. 1 to 3 acknowledge the co-ownership of the Defendants no. 4, 5 and 6 to the said property to the extent of 1/6th undivided share in the said property translated in terms of square metres to 570.83 square metres.
4. In settlement of all claims of the Plaintiffs, settled by these Consent Terms, the Plaintiffs give up their challenge in the suit to the Will dated 22-11-2002, executed by Miniato Jose Agnelo da Silva, in favour of Defendants no. 1 and 2.
5. The Plaintiffs also acknowledge the validity of the Deed of Sale dated 07-06-2007 registered under no. 3076, before the Sub-Registrar of Bardez, in his Book at pages 43 to 85 Book no I Volume No. 2167 dated 18/06/2007, effected by the Defendants no. 1 and 2 in favour of Defendant no. 3.
6. The Plaintiffs and the Defendants no. 4, 5 and 6 acknowledge the fact that the physical possession of the house existing in the said property is handed over to the Defendant no. 3.
7. The Plaintiffs acknowledge receipt of an amount of Rs. 1,18,334/- from the Defendant no. 3 under the said Agreement, as part payment made by the Defendant no. 3 to the Plaintiffs, under the said Agreement, in part payment of consideration paid by the Defendant no. 3 to the Plaintiffs under the said Agreement.

[Signature]



STAMP DUTY
22.11.14

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8. In settlement of all claims of Defendant no. 3 under the said Agreement, the Plaintiffs hereby convey the title and possession to the Defendant no. 3 of the Plaintiffs' undivided share in the said property to the extent of 356.25 square metres of the said property.
9. The Decree of this Hon'ble Court, passed on these terms shall operate as a conveyance of 356.25 square metres of undivided share in the said property, free from any encumbrances and released and discharged of all encumbrances in favour of the Defendant no. 3. The market value of 356.25 square metres is computed for the purpose of payment of stamp duty is fixed at Rs. 1781250 /-(Rs. Seventeen Lakhs Eighty One Thousand and Two Fifty Only) in settlement of all claims and disputes between plaintiffs and defendants and accordingly a stamp duty of Rs. 62500/-(Rs. Sixty Two Thousand and Five Hundred Only) is affixed hereto.
10. The Plaintiffs hereby declare that the said agreement is the only and sole agreement which the Plaintiffs had with the Defendant no. 3 and that the Plaintiffs have not in any way encumbered and alienated their share in the said property described in **Schedule-I**.
11. The Plaintiffs with the consent of the Defendants have retained for themselves 500 square metres of undivided share in the said property, out of the 856.25 square metres share of the Plaintiffs in the said property.
12. The Plaintiffs and the Defendants submit to orders of this Hon'ble Court that the area of 500 square metres of the said property retained by the Plaintiffs shall be located within the area shown indicated in the plan hereto annexed in green shading and shall form an independent and separate plot, detached and separated from the remaining part of the property described in **Schedule-I**.
13. The Decree of this Hon'ble Court shall operate as a partition of the said property, separating the plot retained by the Plaintiffs admeasuring 500 square metres from the remaining part of the said property.
14. The Plot marked in green in the plan hereto annexed, allotted to the Plaintiffs is better described in **Schedule-II** hereto annexed, while the

[Signature]



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Supplement No. 154

remaining part of the said property admeasuring 2925 square metres shall be held by the Defendants jointly.

15. The Defendants no. 4, 5 and 6 restrict their right to undivided share in the said property to the portion of the said property admeasuring 2925 square metres out of which the Defendant no. 3 is owner of 1997.92 plus 356.25 undivided share in the said property and the Defendants no. 4, 5 and 6 are jointly owners of 570.83 square metres of the part of the said property.
16. A stamp duty of Rs. 40,000/- (Rs. Forty Thousand only) is affixed hereto due and payable towards the partition of the share in the said property described in **Schedule II** worked on the basis of market value of Rs. 25,00,000/- (Rs. Twenty Five Lakhs Only) i.e. 5000 per square meters of the said property described in **Schedule I**.
17. The part of the said property owned by the Defendants 3 to 6 jointly to the extent referred to in clause 15 is better described in **Schedule-III** hereto annexed and identified in the plan with red shading.
18. The undivided share to the extent of $1/6^{\text{th}}$ of the Defendants no. 4 to 6 shall be conveyed by Defendants no. 4 to 6 in favour of the Defendant No. 3 at a later date, in compliance to the obligations under the said Agreement.
19. The Decree of this Hon'ble Court shall operate as Partition and/or Separation of the part of the said property admeasuring 500 square metres shaded in the plan in green shading retained by the Plaintiffs and described in **Schedule-II** from the rest of the said property, which is described in **Schedule-III** and admeasures 2925 square metres and is better depicted in the plan hereto annexed in red shading.
20. The Plaintiffs and the Defendants acknowledge that the boundaries of the said plot retained by the Plaintiffs, admeasuring 500 square metres, shown indicated in the plan hereto annexed in green shading, are as indicated in **Schedule-II** hereto annexed and the Plaintiffs acknowledge that the boundaries of the plot retained by the Defendants are as stated in/or set out in **Schedule-III** hereto annexed. The plots described in **Schedule-II** and **III** respectively shall form distinct and separate plots from each other.

Sharma



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SUPPLEMENTARY
MAY 11/14

21. The 8 metres strip of land indicated in the plan as an access road and the house shown as house located in the plan annexed hereto, namely the suit house are an integral part and parcel of the property described in **Schedule-III**. The description of access road in the plan is meant to indicate that the said access is an exclusive access of the Defendants to property described in **Schedule-III** not meant for the use and/or enjoyment of the Plaintiffs for the property described in **Schedule-II**.
22. On a joint site survey of the area, boundary, marks of the plot described in Schedule-II and III have been affixed and the same are depicted in the plan annexed hereto.
23. The Defendants, their servants, agents and/or person claiming through them submit to orders of this Hon'ble Court, that they shall not interfere with the possession of the Plaintiffs in respect of the plot described in **Schedule-II** hereto and identified in the plan in green shading.
24. The Defendants acknowledge the absolute ownership and possession of the Plaintiffs in respect of the property described in Schedule-II and identified in the plan hereto annexed in green shading.
25. The Plaintiffs acknowledge the exclusive possession of the Defendants in respect of part of the said property better described in **Schedule-III** hereto annexed and identified in the plan in red shading and submit to orders of this Hon'ble Court that they shall not interfere with the Defendants' exclusive ownership and possession in respect of the property described in Schedule-III, including the exclusive possession of Defendant no. 3 of the house existing therein.
26. In furtherance of this settlement and in full and final settlement of all claims of the Plaintiffs under the said Agreement and in the suit, the Defendant no. 3 has effected payment to the Plaintiffs of a sum of Rs. 20,00,000/- (Rs Twenty Lakhs Only) by way of a Cheque bearing No. 008401, dated 22nd September 2016, drawn on Oriental Bank of Commerce, Panjim Branch, in favour of the Plaintiffs no. 1 and 2, receipt of which the Plaintiffs hereby acknowledge, and the Defendant no. 3 further allots on ownership basis to the Plaintiffs Flat No. D-102, situated on the 1st Floor of Maria Rosa Building No. D, which abuts in the property

[Signature]



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SUPERINTENDENT
22.11.14

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bearing Survey No. 6/6 A-B of the Village of Calangute and which property is better described in **Schedule-IV** hereto annexed.

27. The said property described in Schedule-IV belongs to Maria Rosa Resorts Co-operative Housing Society. The said flat is in possession and occupation of the Plaintiffs and admeasures 68.35 square metres of built-up area, consisting of two bedrooms with attached bath, living-cum-dining, kitchen and an open terrace of 12.71 sq. Mts. The said flat is conveyed by the Defendant no. 3.
28. The said flat which is owned by the Defendant no. 3 as developer of the said property described in Schedule-IV and Promoter of Maria Rosa Co-operative Housing Society, is being conveyed in favour of the Plaintiffs, free from any encumbrances and/or defect in title, on as is where is basis. The orders passed by this Hon'ble Court shall operate as NOC to the Plaintiffs to secure their admission as Members of Maria Rosa Co-operative Housing Society and to secure from the said society Share Certificate issued by the society in the names of the Plaintiffs. Grant of Share Certificate on the basis of the NOC hereunder granted by the Defendant no. 3 to the Plaintiffs shall be evidence of the fact that the Defendant no. 3 has allotted and granted on ownership basis the said flat to the Plaintiffs.
29. The Defendant No.3 shall within 30 days from the execution of these terms obtain a NOC for transfer in favour of the Plaintiffs the Electricity connection and the House tax of the said flat from the person/ her heirs in whose name the same currently stands or is assessed.
30. The Defendant no. 3 shall at all times do all that is required, including the execution of the conveyance in favour of the Plaintiffs of the title of the said flat, at the cost and expense of the Plaintiffs, as to payment of stamp duty and registration fees of the said conveyance.
31. The Plaintiffs and/or the Defendants, as the case may be, are entitled on the strength of the decree passed on these Consent Terms, to obtain separate survey numbers for their respective plots, and secure entries of their names in respect of the respective plots by way of mutations/deletion of names under the provisions of Land Revenue Code.

Silva



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32. The Plaintiffs and/or the Defendants respectively undertake to this Hon'ble Court that they shall respectively do all that each of them is required to do for better assuring the titles conveyed and/or to give effect to these Consent Terms.
33. The Plaintiffs or the Defendants may at their own respective cost and expenses seek the registration of the decree passed on these Consent Terms.
34. The obligations herein under contained are enforceable/executable by the Plaintiffs and the Defendants No. 3 respectively under the provisions of Order 21 of Civil Procedure Code.
35. The application filed in the above said suit by the Plaintiffs, namely Execution Application No. 27/2012/C may be ordered to be consequently disposed off as withdrawn.
36. The suit may be ordered to be decreed in precise terms of these Consent terms with no order as to cost.

ANNEXURE - I

- (1) Mrs. Arminda Clara Jaqueline Da Cruz e Silva,
- (1)(a) Mrs. Beverly Cecilia D'Silva,
- (1) (b) Mrs. Ninoshca D'Silva
- (2) Clotildes Carlota Priscilla Luiza Consolacao Da Silva e Trindade and
- (2) (a) Mr. Jacinto Trindade.
- (3) (a) Maria Antonieta Angela da Silva
- (3) (b) Mr. Anthony Joe Luis Savio D'Silva,
- (4) (a) Mrs Alzira Verediana Rosalia Souza Viegas E Silva,
- (4)(b) Clotildes Francisca OlindaDa Silva
- (5) Mr. Miniato Jose Agnelo Da Silva

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SCHEDULE - I

ALL THAT PROPERTY known as “GHORBATTA” situated at Calangute, within the limits of Village Panchayat of Calangute, Sub-district and Taluka of Bardez, District of north Goa, described in the Land Registration Office collectively under No. 33395 and 33396 of Book B-85 (New), and enrolled in the Taluka Revenue Office under No. 830 of the First Circumscription, surveyed under Old Cadastral Number 1410 and 1402 surveyed for Records of Rights of the Village Calangute under No. 230, Sub-division No. 15 and is bounded as under:

On the **East** : By Annette Beach Resorts belonging to M/s. Saldanha Developers Pvt. Ltd. Bearing Survey no. 230/17;

On the **West**: By Public Road;

On the **North**: By properties bearing Survey Nos. 230/3, 4, 5, 6, 7, 10, 11;

On the **South**: By Annette Beach Resort belonging to M/s. Saldanha Developers Pvt. Ltd. Bearing Survey no. 230/16 and 17.

SCHEDULE - II

ALL THAT PLOT admeasuring 500 square metres forming the North Western part of the Property known as “GHORBATTA” described in Schedule I above and surveyed under No. 230/15 of Calangute village, and is bounded as under:

On the **East** : By the remaining road part of the property;

On the **West** : By Calangute - Baga Road;

On the **North** : By property bearing Survey No. 230/ 3 & 4;

On the **South** : By remaining part of property which is access road to the other part of the property having a width of approximate 8 metres.

SCHEDULE - III

ALL THAT portion of the PROPERTY known as “GHORBATTA” described in Schedule I above situated at Calangute

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J. P. TENDUHA
2014

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within the limits of Village Panchayat of Calangute, Sub-district and Taluka of Bardez, District of North Goa, surveyed for Records of Rights of the Village Calangute under No. 230, Sub-division No. 15, after deducting a plot access of 500 square metres in the North West corner having an area of 2925 square metres and is bounded as under:

On the East : By Annette Beach Resorts belonging to M/s. Saldanha Developers Pvt. Ltd.

On the West : By Public Road and plot of land allotted to Mrs. Clothildes Braganza and Mr. Jose Braganza;

On the North: By properties bearing Survey Nos. 230/ 4, 5, 6, 7, 10, 11;

On the South : By Survey no. 230/16 and 17.

SCHEDULE - IV

ALL THAT PROPERTY bearing Survey no. 6 Sub-division 6- A-B situated at Calangute, within the limits of the Village Panchayat of Calangute, Sub-district and Taluka of Bardez, District of North Goa, described in the Land Registration Office of Bardez under No. 50727, at Pages 51 of Book B-107, aggregating 4819 square metres and bounded as under:

On the East: By plot bearing Survey no. 6 Sub-division No. 3 and 9;

On the West: By plot bearing Survey no. 6 Sub-division No. 8;

On the North: By the Road and Plot bearing Survey No. 6, Sub-division 5;

On the South: By the Plot bearing Survey No. 10, Sub-division 1.

[Signature]



.12.

Given under my hand and the seal of the Court this 28th day of month of September, 2016.



P. Amonkar
28/9/2016
(N. S. Amonkar)
Civil Judge Senior Division C-Court
Mapusa

Prepared by: *[Signature]*

Checked by: *[Signature]*

Adv. For Plaintiffs:

Adv. For the Defendants:

checked with original
RWC

CERTIFIED COPY

Date on which copy applied for _____
Date on which application completed _____
Date given for taking delivery _____
Date on which copy was ready _____
Date on which copy delivered _____
Copying and comparing Rs. 500/-, Rs. _____
in the Nazim's Section under Packet No. _____

Superintendent



[Signature]



(V3)

TRIPPAI TENDRA
Ext 62

IN THE COURT OF THE CIVIL JUDGE, SENIOR DIVISION 'C'
COURT AT MAPUSA

REGULAR CIVIL SUIT NO. 144/2007/C

Mrs. Clotildes Francisca Olinda
Da Silva e Braganza and Anr.

... PLAINTIFFS

v/s.

Mr. Rufus Trindade alias Hector
Trindade & Ors.

... DEFENDANTS

CONSENT TERMS

By consent Mrs. Maria Antonieta Angela da Silva, 74 years of age, Indian National, residing at Cobrawado, Calangute Bardez -Goa, Mr. Anthony Joe Luis Savio Da Silva, Advocate, 41 years of age and his wife Mrs. Rinu Da Silva, 38 years of age, both Indian National and residing at Flat No 04, Block G, Annette Beach Apartments, Cobrawado, Calangute Bardez -Goa are added respectively as Defendants number 4, 5, and 6 in the suit. The ~~defendant No 5 and 6 are duly represented by their mother/ mother in law, Mrs. Maria Antonieta Angela da Silva, lawful attorney appointed by way of a Power of Attorney dated~~

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[Signature]

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SUPPLEMENTARY
AGREEMENT

_____ executed before _____. The
newly added Defendants waive service of notice of summons.

By consent the Plaintiffs and the Defendants submit to orders of
this Hon'ble Court in the precise terms of these Consent Terms.

1. Notwithstanding the covenants contained in the Agreement dated 09-08-1995, and Supplementary Agreement dated 09-08-1995, entered into by the parties referred to at **ANNEXURE-I** hereto, which inter alia includes the Plaintiffs and the Defendants and in settlement of all claims and obligations of the Plaintiffs and the Defendants no. 1 to 3 under the said Agreement and all claims in the suit, the Plaintiffs acknowledge the right, title and interest of the Defendant no 3 to the suit property, the subject matter of the said Agreement, better described in Schedule-I hereto annexed which property is hereinafter referred to as the "said property", to the extent of 7/12th undivided share in the said property equivalent to 1997.92 square metres of the property described in Schedule-I.
2. The Defendants also acknowledge the undivided share of the Plaintiffs to the suit property to the extent of 1/4th share equivalent to 856.25 square metres.
3. The Plaintiffs and the Defendants no. 1 to 3 acknowledge the co-ownership of the Defendants no. 4, 5 and 6 to the said property to the extent of 1/6th undivided share in the said property translated in terms of square metres to 570.83 square metres.

R

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(15)

Superintendent
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4. In settlement of all claims of the Plaintiffs, settled by these Consent Terms, the Plaintiffs give up their challenge in the suit to the Will dated 22-11-2002, executed by Miniato Jose Agnelo da Silva, in favour of Defendants no. 1 and 2.

5. The Plaintiffs also acknowledge the validity of the Deed of Sale dated 07-06-2007 registered under no. 3076, before the Sub-Registrar of Bardez, in his Book at pages 43 to 85 Book no 1 Volume No. 2167 dated 18/06/2007, effected by the Defendants no. 1 and 2 in favour of Defendant no. 3.

6. The Plaintiffs and the Defendants no. 4, 5 and 6 acknowledge the fact that the physical possession of the house existing in the said property is handed over to the Defendant no. 3.

7. The Plaintiffs acknowledge receipt of an amount of Rs. 1,18,334/- from the Defendant no. 3 under the said Agreement, as part payment made by the Defendant no. 3 to the Plaintiffs, under the said Agreement, in part payment of consideration paid by the Defendant no. 3 to the Plaintiffs under the said Agreement.

8. In settlement of all claims of Defendant no. 3 under the said Agreement, the Plaintiffs hereby convey the title and possession to the Defendant no. 3 of the Plaintiffs' undivided share in the said property to the extent of 356.25 square metres of the said property.

9. The Decree of this Hon'ble Court, passed on these terms shall operate as a conveyance of 356.25 square metres of undivided share in the said property, free from any encumbrances and released and discharged of all

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encumbrances in favour of the Defendant no. 3. The market value of 356.25 square metres is computed for the purpose of payment of stamp duty is fixed at Rs. 1781250 /-(Rs. Seventeen Lakhs Eighty One Thousand and Two Fifty Only) in settlement of all claims and disputes between plaintiffs and defendants and accordingly a stamp duty of Rs. 62500/-(Rs. Sixty Two Thousand and Five Hundred Only) is affixed hereto.

10. The Plaintiffs hereby declare that the said agreement is the only and sole agreement which the Plaintiffs had with the Defendant no. 3 and that the Plaintiffs have not in any way encumbered and alienated their share in the said property described in **Schedule-I**.

11. The Plaintiffs with the consent of the Defendants have retained for themselves 500 square metres of undivided share in the said property, out of the 856.25 square metres share of the Plaintiffs in the said property.

12. The Plaintiffs and the Defendants submit to orders of this Hon'ble Court that the area of 500 square metres of the said property retained by the Plaintiffs shall be located within the area shown indicated in the plan hereto annexed in green shading and shall form an independent and separate plot, detached and separated from the remaining part of the property described in **Schedule-I**.

13. The Decree of this Hon'ble Court shall operate as a partition of the said property, separating the plot retained by the Plaintiffs admeasuring 500 square metres from the remaining part of the said property.

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14. The Plot marked in green in the plan hereto annexed, allotted to the Plaintiffs is better described in **Schedule-II** hereto annexed, while the remaining part of the said property admeasuring 2925 square metres shall be held by the Defendants jointly.

15. The Defendants no. 4, 5 and 6 restrict their right to undivided share in the said property to the portion of the said property admeasuring 2925 square metres out of which the Defendant no. 3 is owner of 1997.92 plus 356.25 undivided share in the said property and the Defendants no. 4, 5 and 6 are jointly owners of 570.83 square metres of the part of the said property.

16. A stamp duty of Rs. 40,000/- (Rs. Forty Thousand only) is affixed hereto due and payable towards the partition of the share in the said property described in **Schedule II** worked on the basis of market value of Rs. 25,00,000/- (Rs. Twenty Five Lakhs Only) i.e. 5000 per square meters of the said property described in **Schedule I**.

17. The part of the said property owned by the Defendants 3 to 6 jointly to the extent referred to in clause 15 is better described in **Schedule-III** hereto annexed and identified in the plan with red shading.

18. The undivided share to the extent of $\frac{1}{6}^{\text{th}}$ of the Defendants no. 4 to 6 shall be conveyed by Defendants no. 4 to 6 in favour of the Defendant No. 3 at a later date, in compliance to the obligations under the said Agreement.

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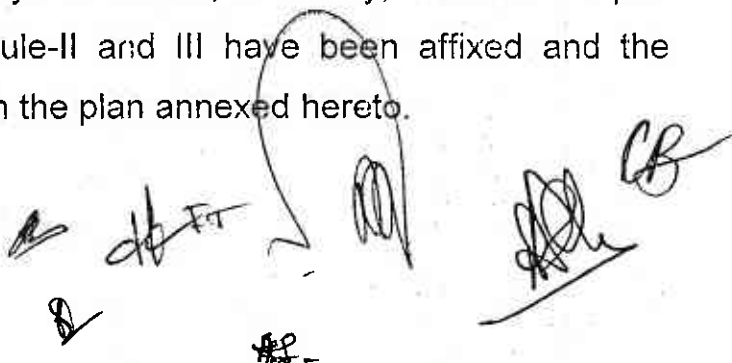
[Signature]

19. The Decree of this Hon'ble Court shall operate as Partition and/or Separation of the part of the said property admeasuring 500 square metres shaded in the plan in green shading retained by the Plaintiffs and described in **Schedule-II** from the rest of the said property, which is described in **Schedule-III** and admeasures 2925 square metres and is better depicted in the plan hereto annexed in red shading.

20. The Plaintiffs and the Defendants acknowledge that the boundaries of the said plot retained by the Plaintiffs, admeasuring 500 square metres, shown indicated in the plan hereto annexed in green shading, are as indicated in **Schedule-II** hereto annexed and the Plaintiffs acknowledge that the boundaries of the plot retained by the Defendants are as stated in/or set out in **Schedule-III** hereto annexed. The plots described in **Schedule-II** and **III** respectively shall form distinct and separate plots from each other.

21. The 8 metres strip of land indicated in the plan as an access road and the house shown as house located in the plan annexed hereto, namely the suit house are an integral part and parcel of the property described in **Schedule-III**. The description of access road in the plan is meant to indicate that the said access is an exclusive access of the Defendants to property described in **Schedule-III** not meant for the use and/or enjoyment of the Plaintiffs for the property described in **Schedule-II**.

22. On a joint site survey of the area, boundary, marks of the plot described in **Schedule-II** and **III** have been affixed and the same are depicted in the plan annexed hereto.



Village of Calangute and which property is better described in **Schedule-IV** hereto annexed.

27. The said property described in Schedule-IV belongs to Maria Rosa Resorts Co-operative Housing Society. The said flat is in possession and occupation of the Plaintiffs and admeasures 68.35 square metres of built-up area, consisting of two bedrooms with attached bath, living-cum-dining, kitchen and an open terrace of 12.71 sq. Mts. The said flat is conveyed by the Defendant no. 3.

28. The said flat which is owned by the Defendant no. 3 as developer of the said property described in Schedule-IV and Promoter of Maria Rosa Co-operative Housing Society, is being conveyed in favour of the Plaintiffs, free from any encumbrances and/or defect in title, on as is where is basis. The orders passed by this Hon'ble Court shall operate as NOC to the Plaintiffs to secure their admission as Members of Maria Rosa Co-operative Housing Society and to secure from the said society Share Certificate issued by the society in the names of the Plaintiffs. Grant of Share Certificate on the basis of the NOC hereunder granted by the Defendant no. 3 to the Plaintiffs shall be evidence of the fact that the Defendant no. 3 has allotted and granted on ownership basis the said flat to the Plaintiffs.

29. The Defendant No.3 shall within 30 days from the execution of these terms obtain a NOC for transfer in favour of the Plaintiffs the Electricity connection and the House tax of the said flat from the person/ her heirs in whose name the same currently stands or is assessed.

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30. The Defendant no. 3 shall at all times do all that is required, including the execution of the conveyance in favour of the Plaintiffs of the title of the said flat, at the cost and expense of the Plaintiffs, as to payment of stamp duty and registration fees of the said conveyance.



31. The Plaintiffs and/or the Defendants, as the case may be, are entitled on the strength of the decree passed on these Consent Terms, to obtain separate survey numbers for their respective plots, and secure entries of their names in respect of the respective plots by way of mutations/deletion of names under the provisions of Land Revenue Code.

32. The Plaintiffs and/or the Defendants respectively undertake to this Hon'ble Court that they shall respectively do all that each of them is required to do for better assuring the titles conveyed and/or to give effect to these Consent Terms.

33. The Plaintiffs or the Defendants may at their own respective cost and expenses seek the registration of the decree passed on these Consent Terms.

34. The obligations herein under contained are enforceable/executable by the Plaintiffs and the Defendants No. 3 respectively under the provisions of Order 21 of Civil Procedure Code.

35. The application filed in the above said suit by the Plaintiffs, namely Execution Application No. 27/2012/C may be ordered to be consequently disposed off as withdrawn.

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36. The suit may be ordered to be decreed in precise terms of these Consent terms with no order as to cost.

ANNEXURE - I

- (1) Mrs. Arminda Clara Jaqueline Da Cruz e Silva,
(1)(a) Mrs. Beverly Cecilia D'Silva,
(1) (b) Mrs. Ninoshca D'Silva
(2) Clotildes Carlota Priscilla Luiza Consolacao Da Silva e Trindade and
(2) (a) Mr. Jacinto Trindade.
(3) (a) Maria Antonieta Angela da Silva
(3) (b) Mr. Anthony Joe Luis Savio D'Silva,
(4) (a) Mrs Alzira Verediana Rosalia Souza Viegas E Silva,
(4)(b) Clotildes Francisca Olinda Da Silva
(5) Mr. Miniato Jose Agnelo Da Silva

SCHEDULE - I

ALL THAT PROPERTY known as "GHORBATTA" situated at Calangute, within the limits of Village Panchayat of Calangute, Sub-district and Taluka of Bardez, District of north Goa, described in the Land Registration Office collectively under No. 33395 and 33396 of Book B-85 (New), and enrolled in the Taluka Revenue Office under No. 830 of the First Circumscription, surveyed under Old Cadastral Number 1410 and 1402 surveyed for Records of Rights of the Village Calangute under No. 230, Sub-division No. 15 and is bounded as under:

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On the **East** : By Annette Beach Resorts belonging to M/s.
Saldanha Developers Pvt. Ltd. Bearing
Survey no. 230/17;

On the **West**: By Public Road;

On the **North**: By properties bearing Survey Nos. 230/3, 4,
5, 6, 7, 10, 11;

On the **South**: By Annette Beach Resort belonging to M/s.
Saldanha Developers Pvt. Ltd. Bearing
Survey no. 230/16 and 17.

SCHEDULE - II

ALL THAT PLOT admeasuring 500 square metres forming
the North Western part of the Property known as
"GHORBATTA" described in Schedule I above and
surveyed under No. 230/15 of Calangute village, and is
bounded as under:

On the **East** : By the remaining road part of the property;

On the **West** : By Calangute - Baga Road;

On the **North** : By property bearing Survey No. 230/ 3 & 4;

On the **South** : By remaining part of property which is
access road to the other part of the property
having a width of approximate 8 metres.

SCHEDULE - III

ALL THAT portion of the PROPERTY known as
"GHORBATTA" described in Schedule I above situated at

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Calangute, within the limits of Village Panchayat of Calangute, Sub-district and Taluka of Bardez, District of North Goa, surveyed for Records of Rights of the Village Calangute under No. 230, Sub-division No. 15, after deducting a plot access of 500 square metres in the North West corner having an area of 2925 square metres and is bounded as under:

On the **East** : By Annette Beach Resorts belonging to M/s. Saldanha Developers Pvt. Ltd.

On the **West** : By Public Road and plot of land allotted to Mrs. Clothildes Braganza and Mr. Jose Braganza;

On the **North**: By properties bearing Survey Nos. 230/ 4, 5, 6, 7, 10, 11;

On the **South** : By Survey no. 230/16 and 17.

SCHEDULE - IV

ALL THAT PROPERTY bearing Survey no. 6 Sub-division 6- A-B situated at Calangute, within the limits of the Village Panchayat of Calangute, Sub-district and Taluka of Bardez, District of North Goa, described in the Land Registration Office of Bardez under No. 50727, at Pages 51 of Book B-107, aggregating 4819 square metres and bounded as under:

On the **East**: By plot bearing Survey no. 6 Sub-division No. 3 and 9;

On the **West**: By plot bearing Survey no. 6 Sub-division No. 8;

On the **North**: By the Road and Plot bearing Survey No.

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APPENDIX
MAP 15

6, Sub-division 5;

On the **South**: By the Plot bearing Survey No. 10, Sub-division 1.



PANAJI-GOA

19 -09-2016

CBraganza

PLAINTIFF NO. 1

(Mrs. Clotildes Francisca Olinda Da Silva e Braganza)

ABraganza

PLAINTIFF NO. 2

(Mr. Jose Antonio Braganza)

Attorneys

ADVOCATE FOR PLAINTIFFS

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ABP

Silva

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SUPERINTENDENT
MADRAS

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DEFENDANT NO 1

(Mr. Rufus Trindade alias Hector Trindade)

GOA

Trindade

DEFENDANT NO 2

(Mrs. Fatima Godinho E Trindade)

[Signature]

ADVOCATE FOR DEFENDANT No 1 & 2

[Signature]

DEFENDANT NO 3

(M/s Saldanha Developers Pvt Ltd)

[Signature]

ADVOCATE FOR DEFENDANT NO 3

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AS.

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Maria A Silva

DEFENDANT NO 4, 5 & 6

(Mrs. Maria Antonieta Angela da Silva, Mr. Anthony Joe
Luis Savio Da Silva and Mrs. Rina Da Silva
respectively)

(Defendant No. 5 & 6 duly represented by Defendant
No. 4)



DEFENDANT NO. 5
Anthony Joe Luis Savio Da Silva

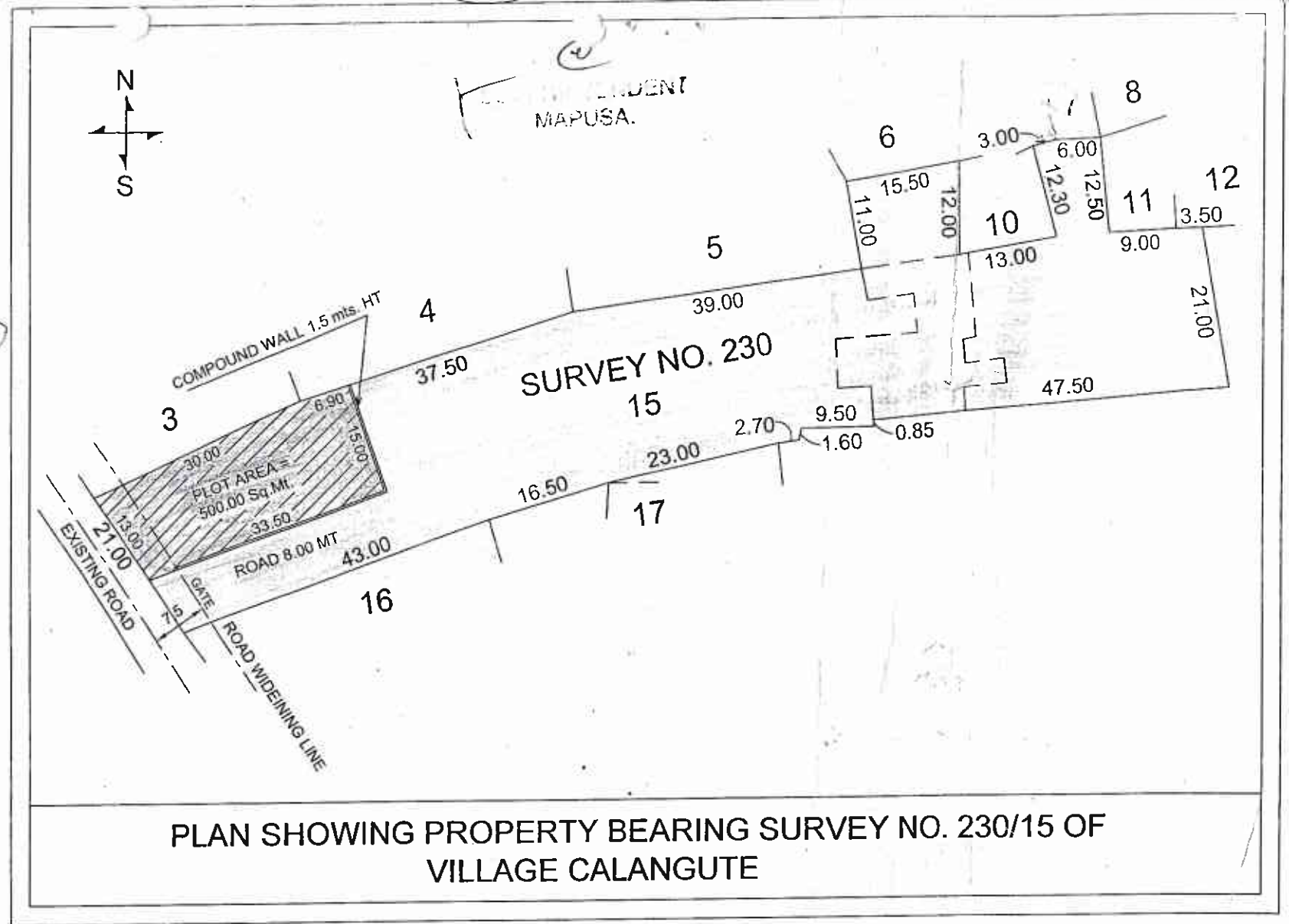


DEFENDANT NO. 6
Rina Da Silva

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IN THE COURT OF THE CIVIL JUDGE, SENIOR DIVISION 'C'
COURT AT MAPUSA

REGULAR CIVIL SUIT NO. 144/2007/C

Mrs. Clotildes Francisca Olinda
Da Silva e Braganza and Anr.

... PLAINTIFFS

V/s.

Mr. Rufus Trindade alias Hector
Trindade & Ors.

.... DEFENDANTS

May it please your honour:

The Plaintiffs begs to state as under:

That the Plaintiff's and the Defendants hereto have settled the dispute amicably and have filed Consent Terms in the above suit pursuant to which a Consent Decree will be passed by the Hon'ble Court. As per the stipulations contained in the Consent Terms, an area of 500 square meters which forms a part of Survey No. 230/15 of Village Calangute will be partitioned and retained by the Plaintiffs.

As such and in order to enable the Honourable Court to engross the Decree passed by the Honourable Court on the stamp paper so as to enable the Plaintiffs to register the said Decree before the Sub-Registrar of Mapusa, Bardez -Goa, the Plaintiffs furnishes herewith this application and place before this Honourable Court that the Decree be engrossed on the stamp paper of Rs. 40,000/-(Rs. Forty Thousand Only) affixed in order to enable the Plaintiffs to register the same in respect of the Partition so effected.

Mapusa -Goa

22-09-2016

Presented on 28.9.16

File
CJSD, Mapusa

Advocate for the Plaintiffs

Signature

Signature

Signature

NAME: Saldanha developers Pvt Ltd.
ADDRESS: Panaji, Goa.
THROUGH: Kohan Kudnekar
SIGNATURE: [Signature]
RECEIPT NO: Hris B 18302

AXIS BANK LTD
SIDDHARTH BANDOONKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/CBL/35/2/2016-05
For AXIS BANK LTD.

[Signature]
Authorised Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.

श्रीरत 18304



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On
SUPERINTENDENT:
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**IN THE COURT OF THE CIVIL JUDGE, SENIOR DIVISION 'C'
COURT AT MAPUSA**

REGULAR CIVIL SUIT NO. 144/2007/C

Mrs. Clotildes Francisca Olinda
Da Silva e Braganza and Anr.

... **PLAINTIFFS**

V/s.

Mr. Rufus Trindade alias Hector
Trindade & Ors.

.... **DEFENDANTS**

May it please your honour:

The defendant No. 3 begs to state as under:

That the Plaintiff's and the Defendants hereto have settled the dispute amicably and have filed Consent Terms in the above suit pursuant to which a Consent Decree will be passed by the Hon'ble Court. As per the stipulations contained in the Consent Terms, (an area of 356. 25 square metres which forms a part of Survey No. 230/15 of Village Calangute is, under the Consent Terms transferred or conveyed by the Plaintiff's to the Defendant No. 3.)

As such and in order to enable the Honourable Court to engross the Decree passed by the Honourable Court on the stamp paper and so as to enable the Defendant No. 3 to register the said Decree before the sub – Registrar of Mapusa, Bardez –Goa, the Defendant No 3 furnishes herewith this application and place before this Honourable Court that the Decree be engrossed on the stamp paper of Rs. 62500/- (Rs. Sixty Two Thousand and Five Hundred Only) affixed in order to enable the Defendant No 3 to register the same in respect of the Conveyance effected in favour of the Defendant No. 3

File
CJSD, Mapusa

Mapusa -Goa
22-09-2016

Presented on 28.9.16

Att. for Def
Advocate for Defendant No 3

Silva

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4. M/S SALDANHA DEVELOPERS PVT LTD

DEFENDANT NO 3

(THROUGH its POA MR. SUNDER DICHOLKAR)



Saldanha

Sicholkar



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Finger Print of right hand

Sicholkar



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 02-02-2017 11:51:24 AM

Document Serial Number : 345

Presented at 10:44:00 AM on 02-02-2017 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	160880.00
2	Processing Fees	530.00
	Total :	161410.00

Stamp Duty Required: 214520.00

Stamp Duty Paid: 214520.00

Sunder Rohidas Dicholkar presenter

Name	Photo	Thumb Impression	Signature
Sunder Rohidas Dicholkar, S/o Rohidas K. Dicholkar , Married, Indian, age 41 Years, Service, r/o H.No. 1913, Desainagar, Sanquelim, Bicholim-Goa Admits the execution on behalf of the Vendor Mr. Benedict Saldanha-Managing Director of M/S Saldanha Developers Pvt. Ltd., Panaji through POA dated 18/01/2017 executed before the Sub Registrar of Tiswadi, Panaji, Goa. under Sr. No. 133/2017, under Reg. No. PNJ-BK4-00006-2017.			

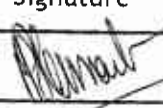
Endorsements

Executant

1 . Sunder Rohidas Dicholkar, S/o Rohidas K. Dicholkar, Married, Indian, age 41 Years, Service, r/o H.No. 1913, Desainagar, Sanquelim, Bicholim-Goa Admits the execution on behalf of the Vendor Mr. Benedict Saldanha-Managing Director of M/S Saldanha Developers Pvt. Ltd., Panaji through POA dated 18/01/2017 executed before the Sub Registrar of Tiswadi, Panaji, Goa. under Sr. No. 133/2017, under Reg. No. PNJ-BK4-00006-2017.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Premnath Sawant , S/o Bhagwan Sawant, Married, Indian, age 47 Years, Service, r/o H.no 531/5, Lima Vaddo, Porvorim Bardez Goa	
2	Snehali Dewari , D/o Vishwambar Dewari, Married, Indian, age 28	

Years, Advocate, r/o H.no 192, Deulwada, Borim Ponda Goa

Court Decree.

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar

REGISTRAR
HARIKANT

Doc Sr 345

Book-1 Document
Registration Number BRZ-BK1-00423-2017
CD Number BRZD785 on
Date 17-02-2017

Sub-Registrar (Bardez)

REGISTRAR

Scanned By:- Saldanana

Signature:-

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Designed and Developed by C-DAC, ACTS, Pune