



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



**STAMP DUTY CERTIFICATE**

**ENDORSEMENT**

(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

**Stamp Duty Of : ₹ 10995100/-**

**(Rupees One Crore Nine Lakh Ninety Five Thousands One Hundred only)**

**PAID VIDE E-RECEIPT NO 202400724211 DATED :07-Oct-2024,  
202400724206 DATED :07-Oct-2024**

IN THE GOVERNMENT TREASURY



Sub Registrar

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

**Sub-REGISTRAR  
BARDEZ**

**DOCUMENT DETAILS**

NATURE OF THE DOCUMENT	:	Exchange Deed - 30
PRE REGISTRATION NUMBER	:	202400058889
DOCUMENT SERIAL NUMBER	:	2024-BRZ-5743
DATE OF PRESENTATION	:	15-Oct-2024
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-5542-2024
DATE OF REGISTRATION	:	15-Oct-2024
NAME OF PRESENTER	:	YOGESH ARYA Designated Partner Of LILAH PROJECT REALTY TWO LLP
REGISTRATION FEES PAID	:	₹5497600/-
PROCESSING FEES PAID	:	₹6300/-
MUTATION FEES PAID	:	₹3500/-



**Government of Goa  
Directorate of Accounts**

Opp. Old Secretariat,  
Fazenda Building, Panaji Goa  
Phone: 0832-2225548/21/31



Echallan No. 202400724211

**e-Receipt**

Department: 10 - NOTARY SERVICES Echallan Date: 05/10/2024 16:56:25

Name and Address of Party: LILAHPROJECTREALTYTWO | 7798911624  
Wadala

Service:

Stamp Duty

	Amount
Stamp Duty	₹ 9667500.00

Total Amount: ₹ 9,667,500.00

(Rs. Ninety Six Lakh Sixty Seven Thousand Five Hundred Only)

Department Data: 202400058889 NOTARY|202400058889 NOTARY

Bank ref No: CPAEHXK09  
Status: Success  
Payment Date: 07/10/2024 15:24:17  
Payment Gateway: SBLMOPS



2024- BR-5243  
15/10/24

Print Date: 07/10/2024 15:24:24



**DEED OF EXCHANGE**

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**Government of Goa  
Directorate of Accounts**

Opp. Old Secretariat,  
Fazenda Building, Panaji Goa  
Phone: 0832-2225548/21/31



Echallan No. 202400724206

**e-Receipt**

Department: 10 - NOTARY SERVICES Echallan Date: 05/10/2024 16:54:15

Name and Address of Party: Alanvictorjohn | 7798911624  
Andheri west

Service: Stamp Duty

	Amount
Stamp Duty	₹ 1327600.00

Total Amount: ₹ 1,327,600.00

(Rs. Thirteen Lakh Twenty Seven Thousand Six Hundred Only )

Department Data: 202400658589 NOTARY|202400658889 NOTARY

Bank ref No: CPAEHTAK3  
Status: Success  
Payment Date: 07/10/2024 10:31:35  
Payment Gateway: SBI\_MOPS



Print Date: 07/10/2024 10:31:42

THIS DEED OF EXCHANGE is made at MAPUSA, GOA, on this Seventh day of the October of the year TWO THOUSAND AND TWENTY-FOUR (7/10/2024).

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## BETWEEN

1. MR. ALAN VICTOR JOHN D'MELLO alias ALLAN D MELLO alias ALAN VICTOR JOHN D'MELLO alias ALLAN D MELLO alias ALLAN D'MELLO, son of late Victor D'Mello alias Victor Cajetan D'Mello or Victor Cajetan Socoro De Mello or Victor Cajetan Socoro D'Mello, 47 years of age, married, landlord, holding PAN Card No. AJFPD8733K and AADHAAR Card No. 7288 4787 0926 and his wife;



2. MRS. SHYAMASHREE ALAN D'MELLO alias SHYAMASHREE CHAKRAVARTY e D'Mello alias SHYAMASHREE D: MELLO alias SHYAMASHREE D'MELLO, daughter of late Mr. Nripesh Ranjan Chakravarty, 48 years of age, landlady, holding PAN Card No. [REDACTED] and AADHAAR Card No. [REDACTED] Both Indian Nationals and residents of A-12 Medhavi CHS, 2<sup>nd</sup> Cross Lane, Lokhandwala, Andheri West, Mumbai 400 053, Maharashtra, hereinafter referred individually referred to as the "FIRST PARTY NO. 1" and the "FIRST PARTY NO. 2" respectively and collectively referred to as the "FIRST PARTIES" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their



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Delhi, Delhi, 110030, duly authorised vide LLP Resolution dated 12/03/2024, hereinafter referred to as the 'SECOND PARTY' (which term shall, unless repugnant to the context or inconsistent with the meaning thereof, be deemed to mean and include its present partners, person/s who may be admitted as partner/s of the said partnership on reconstitution of the said partnership, the last surviving partner and his/her permitted assigns, heirs, executors, administrators, nominees and successors-in-interest but does not include a person who ceases to be a partner of the said partnership of the SECOND PART



The FIRST PARTIES and the SECOND PARTY, wherever the context so requires, is hereinafter referred to as "Party" and collectively referred to as the "Parties".



**WHEREAS:**

A. The FIRST PARTIES are the absolute owners in lawful, quiet, vacant, peaceful and physical possession and enjoyment, free from all claims, demands and encumbrances, of all that property known as "BHAWATO WADO" or "BOUNTAWADO" or "BAUTAWADO" or "PIMPLACHEM BATA", totally admeasuring an area of 3,975 sq.mts., situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and

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Registration Sub-District of Bardez, District of North Goa, State of Goa, surveyed under No. 212, sub-division no. 12 of Village Assagao, neither found registered in the Land Registration Office of Bardez, Goa nor found enrolled in the Taluka Revenue Office of Bardez, Goa, which property shall hereinafter be referred to as the "SAID PROPERTY 1" and is more particularly described with its present boundaries in the SCHEDULE I hereunder written to this Deed of Exchange. The SAID PROPERTY 1 is delineated in red boundary line on the Survey Plan of the SAID PROPERTY 1 annexed as "ANNEXURE A" to this Deed of Exchange.



B. The SECOND PARTY is the sole and absolute owner in lawful, quiet, peaceful and physical possession and enjoyment, free from all claims, demands and encumbrances, of all that property known as "BHAWATO WADO" or "BOUNTAWADO" or "BAUTAWADO" or "PIMPLACHEM BATA", totally admeasuring an area of 1,300 sq.mts. situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, surveyed under No. 212, sub-division no. 25 of Village Assagao, along with an old residential house bearing House No. 516, admeasuring 225 sq.mts. standing thereon and a well existing thereon, neither found registered in the Land Registration Office of



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Bardez, Goa nor found enrolled in the Taluka Revenue Office of Bardez, Goa, which property shall hereinafter be referred to as the "SAID PROPERTY 2" and is more particularly described in the SCHEDULE III hereunder written to this Deed of Exchange. The SAID PROPERTY 2 is delineated in red boundary line on the Survey Plan of the SAID PROPERTY 2 annexed as "ANNEXURE B" to this Deed of Exchange.



The SAID PROPERTY 1 and the SAID PROPERTY 2 originally constituted as one entire property known by the name "PAMPLACHEM BATA", surveyed under the Old Cadastral No. 1923 of Village Assagao, which entire property is hereinafter referred to as the "SAID ENTIRE PROPERTY".



D. As per the Surveyor's Report dated 5/09/2023 issued by Mr. Mohandas P. Kambli, Ex-Inspector of Surveys and Land Records, City Survey Panaji, the SAID PROPERTY 2 comprising of the residential house bearing House No. 516 admeasuring 225 sq.mts. and a well, corresponds to the southern part of the SAID ENTIRE PROPERTY. Pursuant to a separate Survey Report dated 11/11/2023, issued by Mr. Mohandas P. Kambli, Ex-Inspector of Surveys and Land Records, City Survey Panaji, it has been certified that the SAID PROPERTY 1 corresponds to the northern portion of the SAID ENTIRE PROPERTY.

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E. The SAID ENTIRE PROPERTY originally belonged Joao Felipe de Melo alias John Philip D'Mello and his wife, Idalina Conceicao Pinto alias Idalina C. Pinto or Adelina Conceicao Pinto alias Idaline Conceicao Pinto alias Adelina Consecacao alias Adelina Concesco Pinto who were married under the regime of the Communion of Assets and had the following four children from their wedlock:

a) Victor de Melo alias Victor D'Mello(son-bachelor),



b) Leticia De Melo alias Leticia Albuquerque or Leticia de Melo e Albuquerque or Leticia D'Mello Albuquerque (daughter) married to Jose Assencao Albuquerque alias Jose Assis Albuquerque, under the regime of the Communion of Assets;



Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Mello (son) married to Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello, under the regime of the Communion of Assets and

d) Luis Gonzaga De Melo alias Luis Gonsac D'Mello or Luis Gonzaca D'Mello (son-bachelor).

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F. Said Victor de Melo alias Victor D'Mello expired as a bachelor, without any Will or Gift or any other disposition of his last wish, leaving behind his parents, said Joao Felipe de Melo alias John Philip D'Mello and said Idalina Conceicao Pinto alias Idalina C. Pinto or Adelina Conceicao Pinto alias Adelina Consecasao Pinto alias Adelina Concesao Pinto as his universal heirs.

G. Said Jose Assencas Albuquerque alias Jose Assis Albuquerque expired prior to the year, 1920, during the lifetime of his parents-in-law, said Joao Felipe de Melo alias John Philip D'Mello and said Idalina Conceicao Pinto alias Idalina C. Pinto or

Adelina Conceicao Pinto and did not leave behind any Will or Gift or any other disposition of his last wish. Said Jose Assencas Albuquerque alias Jose Assis Albuquerque and said Leticia De Melo alias Leticia Albuquerque or Leticia de Melo e Albuquerque or Leticia D'Mello Albuquerque did not have any issues from their wedlock. Such being the case, the 1/3<sup>rd</sup> share which said Leticia De Melo alias Leticia Albuquerque or Leticia de Melo e Albuquerque or Leticia D'Mello Albuquerque had in her parent's estate exclusively devolved upon her. Also, said Leticia De Melo alias Leticia Albuquerque or Leticia de Melo e Albuquerque or Leticia D'Mello Albuquerque was the only heir of her late husband, late Jose Assencas Albuquerque alias Jose Assis Albuquerque.

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H. Said Joao Felipe de Melo alias John Philip D'Mello expired prior to the year, 1922 and thereafter, said Idalina Conceicao Pinto alias Idalina C. Pinto or Adelina Conceicao Pinto expired on 21/08/1922, without any Will or Gift or any other disposition of their last wish, leaving behind their three children: (a) said Leticia De Melo alias Leticia Albuquerque or Leticia de Melo e Albuquerque or Leticia D'Mello Albuquerque, widow of Jose Assis Albuquerque alias Jose Assis Albuquerque; (b) said Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Melo and his wife, said Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello and (c) Said Luis Gonzaga De Melo alias Luis Gonsac D'Mello or Luis Gonzaca D'Mello, bachelor, as their universal heirs.



I. In the Registo Do Agrimensor (Register of the Land Surveyor) of Village Assagao with respect to the **SAID ENTIRE PROPERTY**, the names of said Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Melo, said Luis Gonzaga De Melo alias Luis Gonsac D'Mello or Luis Gonzaca D'Mello and said Leticia De Melo alias Leticia Albuquerque or Leticia de Melo e Albuquerque or Leticia

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D'Mello Albuquerque (widow of late Jose Assencao Albuquerque alias Jose Assis Albuquerque), were recorded as the landowners of the SAID ENTIRE PROPERTY.

J. Said Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Melo and said Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello had the following five children from their wedlock:



- a. John Philip D'Mello (son) who expired as a bachelor prior to the year, 1936, without any Will or Gift or any other disposition of his last wish, leaving behind his parents, said Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or, Anthony D'Mello alias Joseph Anthony Xavier De Melo and said Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello, as his universal heirs;
- b. Ida D'Mello alias Idalina D'Mello (daughter) who expired as a spinster, without any Will or Gift or any other disposition of her last wish, leaving behind her parents, said Jose Antonio Xavier De Melo alias



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Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Mello and said Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello, as her universal heirs;

- c. Thereza D'Mello Gama alias Ana Severina Tereza de Melo or Anna Severina Theresa De Melo or Teresa D'Mello Gama or Teresa Gama (daughter);
- d. Victor D'Mello alias Victor Cajetan D'Mello or Victor Cajetan Socoro De Mello or Victor Cajetan Socoro D'Mello (son) and
- e. Clara Ribeiro alias Clara D'Mello Rebeiro or Mary Margaret Clara (daughter).

K. In the Auto de Demarcacao (i.e. Proceedings of Demarcation) of Village Assagao, with respect to Old Cadastral no.1923, it is recorded that in the year 1940, the boundaries of the **SAID ENTIRE PROPERTY** came to be verified in terms of the Legislative Diploma No.764 of 26<sup>th</sup> November 1934 and have been demarcated by thirty-eight stone boundary marks, masonry compound walls and compound wall made of loose stones.



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L. Said Leticia De Melo alias Leticia Albuquerque or Leticia de Melo e Albuquerque or Leticia D'Mello Albuquerque expired on 14/12/1946, without any Will or Gift or any other disposition of her last wish, leaving behind her siblings, said Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Mello and said Luis Gonzaga De Melo alias Luis Gonsac D'Mello or Luis Gonzaca D'Mello, as her universal heirs.



Said Luis Gonzaga De Melo alias Luis Gonsac D'Mello or Luis Gonzaca D'Mello expired as a bachelor on 2/07/1948, without any Will or Gift or any other disposition of his last wish, leaving behind his only surviving sibling, said Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Mello, as his universal heir.



Said Thereza D'Mello Gama alias Ana Severina Tereza de Melo or Anna Severina Theresa De Meloor Teresa D'Mello Gama or Teresa Gama was married to Inacio Caetano Antonio da Gama alias Ignatius Gama on 23/04/1951, under the regime of the Communion of Assets. Likewise, said Clara Ribeiro alias Clara D'Mello Rebeiro or Mary Margaret Clara was married, to Francis Rebeiro alias Francis Anthony Ribeiro, under the said regime of the Communion of Assets.

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O. Said Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Mello expired on 7/12/1957 and thereafter, said Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello expired, without any Will or Gift or any other disposition of their last wish, leaving behind their following children as their universal



a) Said Thereza D'Mello Gama alias Ana Severina Tereza de Melo or Anna Severina Theresa De Melo or Teresa D'Mello Gama or Teresa Gama and her husband, said Inacio Caetano Antonio da Gama alias Ignatius Gama;



b) Said Victor D'Mello alias Victor Cajetan D'Mello or Victor Cajetan Socoro De Mello or Victor Cajetan Socoro D'Mello married to Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares;

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c) Said Clara Ribeiro alias Clara D'Mello Rebeiro married to Francis Rebeiro alias Francis Anthony Ribeiro.

P. Upon the commencement of survey operations under the Goa Land Revenue Code, 1968, for Village Assagao, the SAID PROPERTY 1 which corresponds to the northern part of the SAID ENTIRE PROPERTY came to be initially surveyed under No. 209/12 of Village Assagao and was then re-surveyed and allotted the Survey No. 212/12 of Village Assagao.



Q. Likewise, the SAID PROPERTY 2, which corresponds to the southern part of the SAID ENTIRE PROPERTY, was also initially surveyed under No. 269/25 of Village Assagao and was then re-surveyed under the said Survey No. 212/25 of Village Assagao.



R. The name of late Idalina Conceicao Pinto alias Idalina C. Pinto or Adelina Conceicao Pinto alias Idaline Conceicao Pinto alias Adelina Consecacao Pinto alias Adelina Concesao Pinto came to be recorded in the Column of "Occupant" of Index of Lands (Form III) of the SAID PROPERTY 1 and that of SAID PROPERTY 2 under the Mutation No. 82. The said entry continued to figure in Form IX of the SAID PROPERTY 1 and that of the SAID PROPERTY 2. Even Upon promulgation of survey under the said Code, 1968, for Village Assagao in the year, 1972, the entry of late Idalina

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Conceicao Pinto alias Idalina C. Pinto or Adelina Conccicao Pinto alias Idaline Conceicao Pinto alias Adelina Consecasao Pinto alias Adelina Concesao Pint continued to figure in the Column of Occupant of the promulgated survey record i.e. manual (handwritten) Survey Form I & XIV of the **SAID PROPERTY 1** and that of **SAID PROPERTY 2**.

S. Said Victor D'Mello alias Victor Cajetan D'Mello or Victor Cajetan Socoro De Mello or Victor Cajetan Socoro D'Mello was married on 14/10/1973 under the regime of the Communion of Assets.

T. Said Inacio Caetano Antonio da Gama alias Ignatius Gama expired, without leaving any Will or any other disposition of his last wishes, leaving behind his widow, said Thereza D'Mello Gama alias Ana Severina Tereza de Melo or Anna Severina Theresa De Meloor Teresa D'Mello Gama or Teresa Gama as his half sharer/moiety holder and their following children as his universal heirs:

- a. Patricia D'Gama alias Patricia Gama (daughter) married to Nigel Waller;
- b. Peter D'Gama alias Peter Gama (son) married to Christine D'Gama alias Christine Gama;

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- c. Yvonne D'Gama alias Yvonne Gama or Yvonne Sunita Gama(daughter- spinster);
- d. Mathew D'Gama alias Mathew Gama (son-bachelor) and
- e. Jenny D'Gama alias Jenny Gama or Jenny da Gama(spinster).



Said Victor D'Mello alias Victor Cajetan D'Mello or Victor Cajetan Socoro De Mello or Victor Cajetan Socoro D'Mello expired on 09/1996, without any Will or Gift or any other disposition of his last wish, leaving behind his widow, said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvaresas his half sharer/moiety holder and their following three children as his universal heirs:



- a) Alison Maria D'Mello alias Alison D'Mello (daughter) married to Michael Normadin;
- b) Alan Victor John D'Mello alias Allan D Mello or Allan D'Mello (son) and
- c) Ajay Anthony D' Mello alias Ajay D' Mello (son).

*Alison D'Mello*

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V. On 4/04/2000, Inventory Proceedings bearing No.94/2000 were initiated before the Court of the Civil Judge Senior Division at Mapusa, Goa, by said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares for the declaration of heirship of her late grandparents-in-

Idalina Conceicao Pinto alias Idalina C. Pinto or Adclina Conceicao Pinto alias Idaline Conceicao Pinto alias Adelina Concesao Pinto alias Adelina Concesao Pinto, wife of Joao Felipe de Melo alias John Philip D'Mello and for the allotment of shares in the estate of the said deceased among their aforementioned successors/lineal descendants who were their universal heirs.

Initially, said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares was appointed as the Head of the Family and she in the capacity of the Head of the Family filed her Statement on Oath dated 17/04/2000 declaring the heirship of the said deceased.

W. During the pendency of the aforesaid Inventory Proceedings, said Peter D'Gama alias Peter Gama expired without any Will or

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Gift or any other disposition of his last wish, leaving behind his widow, said Christine D'Gama alias Christine Gama as his half sharer/moiety holder and their following children as their universal heirs:

- a. Mark D'Gama (son-bachelor);
- b. David D'Gama (son-bachelor) and
- c. Lisa D'Gama alias Lisa Gama (daughter-spinster).



Subsequently, said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Saira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares, was discharged from her duties as the Head of the Family in the aforesaid Inventory Proceedings No. 94/2000 and said Clara Ribeiro alias Clara D'Mello Rebeiro or Mary Margaret Clara was appointed as the Head of the Family and she in the capacity of the Head of the Family filed her Additional Statement on Oath dated 5/03/2008 again declaring the heirship of the said deceased, Idalina Conceicao Pinto alias Idalina C. Pinto or Adelina Conceicao Pinto.

Y. Said Clara Ribeiro alias Clara D'Mello Rebeiro or Mary Margaret Clara as the Head of the Family filed the List of Assets dated 02<sup>nd</sup> May 2008 wherein the SAID PROPERTY 1 was listed

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at Item No. 5 and the SAID PROPERTY 2 was listed at Item No. 7 of the said List of Assets. And upon valuation, the said List of Assets was finalized, and the Description of Assets 24<sup>th</sup> October 2008 was filed wherein the SAID PROPERTY 1 was listed at Item No. 5 and the SAID PROPERTY 2 was listed at Item No. 7 of the said Description of Assets.

Z. Thereafter, said Yvonne D'Gama alias Yvonne Gama or Yvonne Sunita Gama expired on 2/04/2012 as a spinster, without any Will or Gift or any other disposition of her last wish, leaving behind her mother, Thereza D'Mello Gama alias Ana Severina Thereza de Melo or Anna Severina Theresa De Melo or Teresa D'Mello Gama or Teresa Gama, as her sole and universal heir.

AA. Said Clara Ribeiro alias Clara D'Mello Rebeiro or Mary Margaret Clara as the Head of the Family through her duly Constituted Attorney, Mrs. Claudelle D'Souza authorized vide the Power of Attorney dated 25/05/2001 executed before Adv. Bruno Nazareth, Notary, Mapusa, Goa, under the Registration Serial No. 311/2001, filed her Additional Statements on Oath dated 25/06/2010, 21/03/2013 and 17/09/2013, pertaining to the declaration of heirship of late Peter D'Gama alias Peter Gama, late Yvonne D'Gama alias Yvonne Gama or Yvonne Sunita Gama and the impleadment of (i) Shyamashree Chakravarty e D'Mello alias









Shyamashree Dmello or Shyamashree D'Mello as the spouse of said Alan Victor John D'Mello alias Allan D Mello or Allan D'Mello and (ii) Zaheda Rupani alias Zaheda D'Mello as the spouse of said Ajay Anthony D' Mello alias Ajay D' Mello, as the interested parties, respectively, in the aforesaid Inventory Proceedings No. 94/2000,

BB. In the family licitation/auction held in the aforesaid Inventory Proceedings No. 94/2000, the SAID PROPERTY 1 and the SAID PROPERTY 2 were jointly bided by said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares and the FIRST PARTY NO. 1.

Accordingly, Minutes of Auction dated 11<sup>th</sup> March 2016, came to be filed in the said Inventory Proceedings recording that the SAID PROPERTY 1 and the SAID PROPERTY 2 were bided jointly in auction by said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares and the FIRST PARTY NO. 1.

CC. Thereafter, a Final Chart of Allotment dated 12/04/2016 came to be drawn in the wherein the SAID PROPERTY 1 and the SAID



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**PROPERTY 2** were jointly allotted to said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares and the **FIRST PARTY NO. 1** being the successful bidders with an obligation to pay owelty money to the other interested parties who were the unsuccessful bidders.

DD. Vide Application dated 12<sup>th</sup> April 2016 filed in the aforesaid



Inventory Proceedings No. 94/2000, said Saira Filomena Alvares

alias Saira Philomena Alvares or Saira D'mello or Saira Philomena

D'mello or Sira Philomena Alvares or Saira Filomena Alvares

D'mello or Saira D Mello or Saira Philomena D Mello or Saira

Filomena D'mello Alvares and the **FIRST PARTY NO. 1** stated

that the owelty amount payable by them to said Alison Maria

D'Mello alias Alison D'Mello and said Ajay Anthony D' Mello alias

Ajay D' Mello was already paid and that permission was sought by

them to deposit the owelty money payable to the other interested

parties. Vide Order passed on the instant date passed by the Court of

the Civil Judge Senior Division at Mapusa-Goa, said Saira Filomena

Alvares alias Saira Philomena Alvares or Saira D'mello or Saira

Philomena D'mello or Sira Philomena Alvares or Saira Filomena

Alvares D'mello or Saira D Mello or Saira Philomena D Mello or



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Saira Filomena D'mello Alvares and the **FIRST PARTY NO. 1** were permitted to deposit the said owelty money in the Court of the Civil Judge Senior Division at Mapusa-Goa, which was duly deposited by them.

EE. Vide Final Order dated 28<sup>th</sup> April 2016 passed by the Court of the Civil Judge Senior Division at Mapusa-Goa, in the aforesaid Inventory Proceedings No. 94/2000, the aforesaid Final Chart of



Annexment dated 12<sup>th</sup> April 2016 was confirmed and made absolute.

On 18/04/2019, said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or

Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira

D Mello or Saira Philomena D Mello or Saira Filomena D'mello

Alvares, filed a suit for partition bearing Special Civil Suit

no.32/2019/B in the Court of the Civil Judge Senior Division at

Mapusa-Goa against the **FIRST PARTIES**, seeking partition of the

properties that were jointly owned by them in view of the aforesaid

Final Order dated 28<sup>th</sup> April 2016 passed by the Court of the Civil

Judge Senior Division at Mapusa-Goa in the aforesaid Inventory

Proceedings No. 94/2000 which included the joint ownership of the

**SAID PROPERTY 1** and the **SAID PROPERTY 2**.

GG. The aforesaid Special Civil Suit no.32/2019/B was settled by

said Saira Filomena Alvares alias Saira Philomena Alvares or Saira

D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares and the **FIRST PARTIES** by way of Consent Terms dated 26<sup>th</sup> August 2019 wherein it was mutually agreed that the **FIRST PARTIES** shall be the exclusive owners in possession of the **SAID PROPERTY 1** and said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares shall be the



exclusive owner in possession of the **SAID PROPERTY 2**. Vide **Consent Decree** dated 26<sup>th</sup> August 2019 passed by the Court of the Civil Judge Senior Division at Mapusa-Goa in the said Special Civil Suit no.32/2019/B, the said suit was decreed in terms of the said Consent Terms. In the said proceedings, the **FIRST PARTY NO. 2** was duly represented by her husband, the **FIRST PARTY NO. 1** as her duly Constituted Attorney authorized vide the Power of Attorney dated 19/08/2019 executed before Adv. D. R. Kudrigi, Notary, Greater Mumbai, Thane District, Maharashtra, bearing Registration Serial No. 81/19.



HH. In view of the aforesaid **Consent Decree** dated 26<sup>th</sup> August 2019, the **FIRST PARTIES** acquired the absolute ownership and

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*D'mello*

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possession of the **SAID PROPERTY 1** said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares acquired the absolute ownership and possession of the **SAID PROPERTY 2**.

II. Upon acquiring the absolute lawful ownership of the **SAID PROPERTY 1**, the name of the **FIRST PARTY NO. 1** came to be recorded in the Column of Occupant of the Survey Form I and XIV of the **SAID PROPERTY 1** under the Mutation Entry No. 3975.

Likewise, upon acquiring the absolute lawful ownership of the **SAID PROPERTY 2**, the name of said Saira Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares came to be recorded in the Column of Occupant of the Survey Form I and XIV of the **SAID PROPERTY 2** under the Mutation Entry No. 57596.

JJ. Thereafter, by virtue of a duly registered Deed of Sale dated 04/04/2024 executed before the Office of the Sub-Registrar of Bardez bearing Registration No. BRZ-1-1716-2024 of Book 1 Document Serial No. 2002-BRZ-1832 dated 04/04/2024, said Saira



*Saira D'mello*  
*Saira D'mello*

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Filomena Alvares alias Saira Philomena Alvares or Saira D'mello or Saira Philomena D'mello or Sira Philomena Alvares or Saira Filomena Alvares D'mello or Saira D Mello or Saira Philomena D Mello or Saira Filomena D'mello Alvares sold the SAID PROPERTY 2 to the SECOND PARTY.

KK. Upon acquiring the absolute lawful ownership of the SAID PROPERTY 2, the name of the SECOND PARTY came to be mutated in the recent Survey Form I & XIV of the SAID PROPERTY 2 under the Mutation No. 95792.

As per the Land Use Zoning Information bearing Reference no. BAR/184/Zoning/ASS/TCP/2024 dated 18<sup>th</sup> April 2024 issued by the Town and Country Planning Department, Government of Goa, Mapusa, Goa, the SAID PROPERTY 1 has been earmarked as "Settlement Zone".

MM. As per the Land Use Zoning Information bearing reference no. BAR/92/Zoning/ASS/TCP/2023 dated 30<sup>th</sup> November 2023 issued by the Town and Country Planning Department, Government of Goa, Mapusa, Goa, the SAID PROPERTY 2 has been earmarked as "Settlement Zone".

NN. As per the Nil Encumbrance Certificate bearing No. NEC/9/2024/2488 dated 04.09.2024 issued by the Office of the Sub-Registrar of Bardez at Mapusa, Goa, it has been certified that as per

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the searches made in Book I and index relating thereto for from the period 01-08-2019 to 21-08-2024, there are no encumbrances found affecting the **SAID PROPERTY 1**.

OO. As per the the Nil Encumbrance Certificate bearing No. NEC/9/2023/3341 dated 30<sup>th</sup> November 2023 issued by the Office of the Sub-Registrar of Bardez at Mapusa, Goa, it has been certified that as per the searches made in Book I and index relating thereto for from the period 28<sup>th</sup> April 2016 till 25<sup>th</sup> November 2023, there are no encumbrances found affecting the **SAID PROPERTY 2**.

likewise, as per the recent Nil Encumbrance Certificate bearing No. NEC/9/2024/2479 dated 02.09.2024 issued by the Office of the Sub-Registrar of Bardez at Mapusa, Goa, it has been certified that as per the searches made in Book I and index relating thereto for from the period 04-04-2024 to 20-08-2024, there are no encumbrances found affecting the **SAID PROPERTY 2**;

PP. The **FIRST PARTIES** approached the **SECOND PARTY** to purchase from them, a distinct plot of land, delineated as "**PLOT D**" admeasuring 3,347 sq.mts. forming part of the **SAID PROPERTY 1** in exchange of the **SECOND PARTY** conveying and transferring to the **FIRST PARTIES** the ownership rights of a distinct plot of land, delineated as "**PLOT A**" admeasuring 781.00 sq.mts. along with the residential house bearing House No. 516, presently




admeasuring 182.15 sq.mts., forming part of the SAID PROPERTY 2.

The aforesaid PLOT D" admeasuring 3,347 sq.mts. forming part of the SAID PROPERTY 1 is hereinafter referred to as the "SAID PLOT D" and is more particularly described with its present boundaries in the SCHEDULE II hereunder written and the aforesaid "PLOT A" admeasuring 781 sq.mts. along with the residential house bearing House No. 516, presently admeasuring approximately 182.15 sq.mts., forming part of the SAID PROPERTY 2 is hereinafter referred to as the "SAID PLOT A" and is more particularly described with its present boundaries in the SCHEDULE IV hereunder written.



The remaining portion of the SAID PROPERTY 1, admeasuring 628 sq.mts. is hereinafter referred to as the "SAID PLOT C" and is more particularly described in the ANNEXURE - C (Delineated in the Color Green) and the remaining portion of land of the SAID PROPERTY 2, delineated as "PLOT B" admeasuring 519 sq.mts., is hereinafter referred to as the "SAID PLOT B" and is more particularly described in the ANNEXURE C (Delineated in the Color Blue).

The FIRST PARTIES shall continue to hold the absolute lawful ownership and possession of the SAID PLOT C. Likewise,

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the **SECOND PARTY** shall continue to hold the absolute lawful ownership and physical possession of the **SAID PLOT B**. The **SAID PLOT B** and the **SAID PLOT C** are delineated in blue and green boundary line respectively on the Plan annexed as "ANNEXURE C" to this Deed of Exchange.

QQ. The **FIRST PARTY NO. 1** and the **FIRST PARTY NO. 2** are married under the regime of the Communion of Assets prevailing in the State of Goa and hence, each of the said parties hold half undivided right in the **SAID PROPERTY 1** which includes the **SAID PLOT D** as co-sharers.



RR. It has been agreed between the **FIRST PARTIES** and the **SECOND PARTY** to exchange the said plots i.e. the **SAID PLOT D** admeasuring 3,347 sq.mts. forming part of the **SAID PROPERTY 1** bearing Survey No. 212/12 of Village Assagao and described with its present boundaries in the **SCHEDULE II** hereunder written with the "SAID PLOT A" admeasuring 781 sq. mts. along with the residential house bearing House No. 516, presently admeasuring 182.15 sq.mts., forming part of the **SAID PROPERTY 2** bearing Survey No. 212/25 of Village Assagao and more particularly described with its present boundaries in the **SCHEDULE IV**. The **SECOND PARTY** while executing the



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exchange deed with the FIRST PARTIES shall pay to the FIRST PARTIES an amount of Rs.9,00,00,000/- (Rupees Nine Crores Only) being the excess value payable to FIRST PARTIES above equated value of exchange as the value of SAID PLOT D being higher than SAID PLOT A. The said amount of Rs.9,00,00,000/- (Rupees Nine Crores Only) shall be paid by SECOND PARTY to the FIRST PARTIES in equal fractions corresponding to their undivided shares in the SAID PLOT D as mentioned in Recital (QQ) hereinabove.



The SAID PLOT D being a landlocked plot, the only free access that shall be available to the SECOND PARTY for the purpose of ingress and egress to and from the SAID PLOT D is through the SAID PLOT B which belongs to the exclusive lawful ownership of the SECOND PARTY and hence, the SECOND PARTY has retained the absolute ownership and possession of the SAID PLOT B for its use and enjoyment as an access to pass and repossess to the SAID PLOT D. It has been further agreed between the parties hereto that the FIRST PARTIES shall also have a right to use and enjoyment of the said 3 Meter access through the SAID PLOT B for the purpose of ingress and egress to the SAID PLOT A but for no other purpose whatsoever. Further, the FIRST PARTIES hereby agree and undertake that they shall use the said 3



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Meter access annexed as "ANNEXURE G" to this Deed of Exchange" in order to commute to the SAID PLOT A only and that to access the SAID PLOT C the FIRST PARTIES shall pass and repass only through the SAID PLOT A and shall not enter upon or claim any access through the SAID PLOT D. It is explicitly made clear that the First Parties cannot access PLOT C through Plot B or PLOT D.

II. By virtue of a "No Objection" bearing Reference No. NOC/49(6)/4315/ASSG/TCP-24/7413 dated 03.09.2024 issued by the Deputy Town Planner, Office of the Senior Town Planner, Town and Country Planning Department, Government of Goa, North Goa District, Mapusa-Bardez, Goa, under Section 49(6) of the Town and Country Planning Act, 1974, permission has been granted to the FIRST PARTIES for registration of this Deed of Exchange in respect of the SAID PLOT D forming part of the SAID PROPERTY 1. By virtue of a "No Objection" bearing Reference No. NOC/49(6)/4298/ASSG/TCP-24/7412 dated 03.09.2024 issued by the Deputy Town Planner, Office of the Senior Town Planner, Town and Country Planning Department, Government of Goa, North Goa District, Mapusa-Bardez, Goa, under the said Section 49(6), permission has been granted to the SECOND PARTY for registration of this Deed of Exchange in respect of the SAID PLOT



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A forming part of the SAID PROPERTY 2. The said "No Objection" bearing Reference No. NOC/49(6)/4315/ASSG/TCP-24/7413 dated 03.09.2024 wherein the SAID PLOT D has been delineated as "PLOT D" on the Plan attached to the said "No Objection" bearing Reference No. NOC/49(6)/4315/ASSG/TCP-24/7413 dated 03.09.2024, has been annexed hereto as "ANNEXURE D-1" to this Deed of Exchange. The said "No Objection" bearing Reference No. NOC/49(6)/4298/ASSG/TCP-24/7412 dated 03.09.2024 wherein the SAID PLOT A has been delineated as "PLOT A" on the Plan attached to the said "No Objection" bearing Reference No. NOC/49(6)/4298/ASSG/TCP-24/7412, dated 03.09.2024 has been annexed hereto as "ANNEXURE D-2" to this Deed of Exchange.



U.U. Pursuant to issuance of the Public Notice dated 18/05/2024 by the Advocates of the SECOND PARTY published in two local daily newspapers having wide circulation in the State of Goa, namely, "O'Heraldo" (English) and "The Navhind Times" (English) all dated 18/05/2024, with respect to the proposed purchase of the "SAID PLOT D" forming part of the SAID PROPERTY 1, no claims and / or objections and / or Notice and / or Letters and / or any written correspondence were received by them.

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VV. The **FIRST PARTIES** have further represented, assured and warranted to the **SECOND PARTY** as follows:

- i. The **FIRST PARTIES** are seized, in exclusive use, peaceful occupation and lawfully possessed of and absolutely entitled to the ownership and exclusive possession of the **SAID PROPERTY 1**;
- ii. The **FIRST PARTIES** have a clear, legal, free from encumbrance and marketable title to the **SAID PROPERTY 1** and no other entity/person has any right, title or interest unto and upon the **SAID PROPERTY 1**, or any part thereof;
- iii. The **SAID PROPERTY 1** or any part thereof is not reserved for any public purpose or acquired by any government authority, judicial, quasi-judicial authority or by any local / state / central bodies for any purpose;
- iv. There is no reservation or any set back which are required to be left for road widening or otherwise to the Government in respect of the **SAID PROPERTY 1**;
- v. All taxes, land revenue, water charges, etc. payable to the State or Central Government and any other authority in respect of the **SAID PROPERTY 1** are paid up-to-date along with all outgoings in respect of the **SAID PROPERTY 1**;



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- vi. Neither the **FIRST PARTIES** nor anyone on their behalf have otherwise entered into any agreement or arrangement whether oral or written for sale or otherwise transferred or dealt with the **SAID PROPERTY 1** or any part thereof or created any right or interest in favour of any third party in respect of the **SAID PROPERTY 1**;
- vii. There are no prohibitory orders or any attachment orders passed by any judicial, quasi-judicial authority or by any local / state / central bodies, or otherwise any liabilities in respect of the **SAID PROPERTY 1** or any part thereof;
- viii. The **FIRST PARTIES** have further assured the **SECOND PARTY** that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or threatened against or with respect to the **SAID PROPERTY 1** or any part thereof;
- ix. The **SAID PROPERTY 1** or any part thereof does not fall within the Archaeological Park Reservation (APR) zone or APR buffer zone or under No Development Zone (NDZ), or under forest area or in any eco-sensitive zone, and is not a subject of any prohibition(s)/restriction(s) on construction thereon;



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- x. The SAID PROPERTY 1 is not affected by influence zone of archeological site nor affected by any height restrictions;
- xi. The SAID PROPERTY 1 is not the subject matter of any pending suit or litigation or attachment before or after judgment.
- xii. The SAID PROPERTY 1 is a landlocked property and has an access only through the SAID PROPERTY 2;



- xiii. The FIRST PARTIES confirm that there are no disputes as to the boundaries of the SAID PROPERTY 1; and there are no encroachments over the SAID PROPERTY 1 or any part thereof;



- xiv. The FIRST PARTIES have been in lawful, open, continuous, uninterrupted and peaceful occupation, possession and enjoyment of the SAID PROPERTY 1;
- xv. The tenure of the SAID PROPERTY 1 is freehold.

- xvi. The title documents, under which the FIRST PARTIES have acquired the SAID PROPERTY 1, have been adequately stamped and duly registered and there have been no breaches in respect thereof;
- xvii. The FIRST PARTIES have not done, executed or performed any act, deed, matter or thing in respect of the SAID

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**PROPERTY 1** whereby, or by means whereof the **FIRST PARTIES** are restrained or forbidden from transferring, conveying and granting absolute right, title and interest over the "**SAID PLOT D**" forming part of the **SAID PROPERTY 1** to the **SECOND PARTY**, or whereby the **SAID PROPERTY 1** is encumbered or its title prejudicially affected;



Neither the **FIRST PARTIES**, nor their predecessors-in-title have done any act, deed or thing which can be construed as a breach of any law, regulations, rules, which affect the title of the **FIRST PARTIES** to the **SAID PROPERTY 1** or has resulted, or may result, in payment of any fine, penalty or premium to the Government or any other authority;



Neither the **FIRST PARTIES**, nor anyone on their behalf, has otherwise created any adverse rights or third-party rights in respect of the **SAID PROPERTY 1**, or any part thereof, save and except rights created in favour of **SECOND PARTY** in respect of the "**SAID PLOT D**" forming part of the **SAID PROPERTY 1** to the **SECOND PARTY**, by virtue of this Deed of Exchange;

- xx. The **SAID PROPERTY 1**, or any part thereof, is not subject to any litigation or proceedings (including any proceedings

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under the Income Tax Act, 1961) in any Court or Tribunal in Arbitration, revenue proceedings, judicial, or quasi-judicial proceedings, nor is there any attachment or injunction, either before or after judgment, or in custody, symbolic or physical possession of court receiver or any other receiver appointed by an Order of a Competent Court;

xxi. There is no money decree passed against the **FIRST PARTIES** in respect of the **SAID PROPERTY 1** and there is no prohibitory order or order of attachment of any department of Income Tax for arrears of taxes, or of any Department of the Government, Central or State or local body, public authority for taxes, levies and/or cess with respect to or affecting **SAID PROPERTY 1** or any part thereof.



xxii. There are no trespassers, tenants or licensees, nor any rights have been created or exist in favour of any third parties with respect to the **SAID PROPERTY 1** or any part thereof.



xxiii. There are no easementary rights, created under any document or covenant or prescription, in respect of and/or upon the **SAID PROPERTY 1**, or any part thereof.

xxiv. There is no temple, mosque, church, or any other place of worship over the **SAID PROPERTY 1**, or any part thereof.

No part of the **SAID PROPERTY 1** is dedicated, orally or in

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writing, to religious or charitable uses, or used as a place of worship;

xxv. The **SAID PROPERTY 1** is unencumbered and free from any mortgages, *lis-pendens*, liens, charge, leases, licenses, notices for acquisitions or easements or outstandings in or over the same or any part thereof either by way of sale, gift, will, exchange, mortgage, trust, lease, tenancy, leave and license, *lis-pendens*, inheritance, hypothecation, loan surety, security lien, lien of any court or person, litigations, stay order, notices, charges, family or religious disputes, acquisition, decree, injunction, Income Tax or Wealth Tax attachments, or any other registered or unregistered encumbrances whatsoever or otherwise and that there are no third parties on the **SAID PROPERTY NO.1** or any part thereof either as trespassers or squatters;

xxvi. The **SAID PROPERTY 1** or any part thereof is neither subject to any acquisition, nor have the **FIRST PARTIES** received any notice or notification under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, towards the same, nor are there any proceedings pertaining to the acquisition of the **SAID PROPERTY 1** or any part thereof pending in any



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Court of law under the said statute or under the repealed Land Acquisition Act, 1894;

xxvii. There were/are no tenancy and/or mundkarial rights existing in respect of the **SAID PROPERTY 1** or any part thereof which includes the "**SAID PLOT D**", as on date or even prior to the promulgation of the survey under the Goa Land Revenue Code, 1968, in respect of village Assagao. The **FIRST PARTIES** further declare that neither any such rights



had been created by their predecessors in title in respect of the **SAID PROPERTY 1** or any part thereof which includes the "**SAID PLOT D**" nor any such rights have been created by the **FIRST PARTIES** themselves in respect of the **SAID PROPERTY 1** or any part thereof which includes the "**SAID PLOT D**";



xxviii. The **SAID PROPERTY 1** is not under a drainage, flowage or submerged area;

xxix. No loans or financial assistance is availed by the **FIRST PARTIES** from any Banks and other financial institutions or any person / individual, against its right, title and interest in the **SAID PROPERTY 1** or any part thereof;

xxx. Neither the **FIRST PARTIES** nor any person/s claiming by, through or under them have created any adverse rights and /

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or entered into any agreement for sale, arrangement for sale or otherwise created any adverse rights in respect of their right, title and interest in the SAID PROPERTY 1 or any part thereof which includes the "SAID PLOT D" or otherwise parted with the possession of the SAID PROPERTY 1 or any part thereof in part performance of any agreement or executed any power of attorney in favour of any person/s to deal with the SAID PROPERTY 1 or authorizing sale of their right, title, interest in the SAID PROPERTY 1 or taken any deposit in the form of earnest money deposit or otherwise whereby the FIRST PARTIES are prevented from entering into these Deed of Exchange with the SECOND PARTY in respect of the "SAID PLOT D";



xxxi. All the money, as were due and payable by the FIRST PARTIES in respect of the SAID PROPERTY 1 and their predecessors-in-title, have been paid upto date and that no amount is due and payable and / or no action / demand has been initiated / raised either against the FIRST PARTIES or their predecessors in title in respect of the SAID PROPERTY 1 for any reasons whatsoever;



xxxii. The FIRST PARTIES have in their possession all the original documents of title in respect of the SAID

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**PROPERTY 1** as listed in "ANNEXURE F" and the **FIRST PARTIES** shall, simultaneously with or upon the execution and registration of these presents, hand over the possession to the **SECOND PARTY** of all certified copies of documents, along with all receipts / records / correspondence exchanged by the **FIRST PARTIES** with any third party, government authorities, regulatory authorities, in relation to the **SAID PROPERTY 1** as listed in "ANNEXURE F". The documents supplied by the **FIRST PARTIES** are true and correct in all respects and The **SECOND PARTIES** have in their possession all the original documents of title in respect of the **SAID PROPERTY 2** as listed in "ANNEXURE F-1" and the **SECOND PARTIES** shall, simultaneously with or upon the execution and registration of these presents, hand over the possession to the **FIRST PARTY** of all certified copies of documents, along with all receipts / records / correspondence exchanged by the **SECOND PARTIES** with any third party, government authorities, regulatory authorities, in relation to the **FIRST PARTIES SAID PROPERTY 2** as listed in "ANNEXURE F-1".



xxxiii. The **FIRST PARTIES** hereby confirm that there is no fact about the **SAID PROPERTY 1** or any part thereof which

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remains concealed or undisclosed to the **SECOND PARTY** and / or which may discourage the **SECOND PARTY** from entering into this act of exchange in respect of the "**SAID PLOT D**" forming part of the **SAID PROPERTY 1** with the "**SAID PLOT A**" forming part of the **SAID PROPERTY 2** or which may lead the **SECOND PARTY** to further investigate the title of the **FIRST PARTIES** to the **SAID PROPERTY 1** or any part thereof.



WW. The **SECOND PARTY** has further represented, assured and warranted to the **FIRST PARTIES** as follows:



- i. The **SECOND PARTY** is seized, in exclusive use, peaceful occupation and lawfully possessed of and absolutely entitled to the ownership and exclusive possession of the **SAID PROPERTY 2**;
- ii. The **SECOND PARTY** has a clear, legal, free from encumbrance and marketable title to the **SAID PROPERTY 2** and no other entity/person has any right, title or interest unto and upon the **SAID PROPERTY 2**, or any part thereof;
- iii. The **SAID PROPERTY 2** or any part thereof is not reserved for any public or acquired by any government authority,

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judicial, quasi-judicial authority or by any local / state / central bodies for any purpose;

- iv. There is no reservation or any set back which are required to be left for road widening or otherwise to the Government in respect of the **SAID PROPERTY 2**;
- v. All taxes, land revenue, water charges, etc. payable to the State or Central Government and any other authority in respect of the **SAID PROPERTY 2** are paid up-to-date along with all outgoings in respect of the **SAID PROPERTY 2**;
- vi. Neither the **SECOND PARTY** nor anyone on their behalf have otherwise entered into any agreement or arrangement whether oral or written for sale or otherwise transferred or dealt with the **SAID PROPERTY 2** or any part thereof or created any right or interest in favour of any third party in respect of the **SAID PROPERTY 2**;
- vii. There are no prohibitory orders or any attachment orders passed by any judicial, quasi-judicial authority or by any local / state / central bodies, or otherwise any liabilities in respect of the **SAID PROPERTY 2** or any part thereof;
- viii. The **SECOND PARTY** has further assured the **FIRST PARTIES** that there are no legal, quasi-legal, administrative,



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arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or threatened against or with respect to the SAID PROPERTY 2 or any part thereof;

- ix. The SAID PROPERTY 2 or any part thereof does not fall within the Archaeological Park Reservation (APR) zone or APR buffer zone or under No Development Zone (NDZ), or under forest area or in any eco-sensitive zone, and is not a subject of any prohibition(s)/restriction(s) on construction;



The SAID PROPERTY 2 is not affected by influence zone of archeological site nor affected by any height restrictions;

- x. The SAID PROPERTY 2 is not the subject matter of any pending suit or litigation or attachment before or after judgment;



- xii. The SAID PLOT A has an access at its southern side which is a public road;
- xiii. The SECOND PARTY confirms that there are no disputes as to the boundaries of the SAID PROPERTY 2; and there are no encroachments over the SAID PROPERTY 2 or any part thereof;

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xiv. The **SECOND PARTY** has been in lawful, open, continuous, uninterrupted and peaceful occupation, possession and enjoyment of the **SAID PROPERTY 2**;

xv. The tenure of the **SAID PROPERTY 2** is freehold;

xvi. The title documents; under which the **SECOND PARTY** has acquired the **SAID PROPERTY 2**, have been adequately stamped and duly registered and there have been no breaches in respect thereof;



The **SECOND PARTY** has not done, executed or performed any act, deed, matter or thing in respect of the **SAID PROPERTY 2** whereby, or by means whereof the **SECOND PARTY** is restrained or forbidden from transferring, conveying and granting absolute right, title and interest over the "**SAID PLOT A**" forming part of the **SAID PROPERTY 2** to the **FIRST PARTIES**, or whereby the **SAID PROPERTY 2** is encumbered or its title prejudicially affected;



xviii. Neither the **SECOND PARTY**, nor its predecessors-in-title have done any act, deed or thing which can be construed as a breach of any law, regulations, rules, which affect the title of the **SECOND PARTY** to the **SAID PROPERTY 2** or has

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resulted, or may result, in payment of any fine, penalty or premium to the Government or any other authority;

- xix. Neither the **SECOND PARTY**, nor anyone on their behalf, has otherwise created any adverse rights or third-party rights in respect of the **SAID PROPERTY 2**, or any part thereof, save and except rights created in favour of **FIRST PARTIES** in respect of the "**SAID PLOT A**" forming part of the **SAID PROPERTY 2** to the **FIRST PARTIES**, by virtue of this Deed of Exchange;



- xx. The **SAID PROPERTY 2**, or any part thereof, is not subject to any litigation or proceedings (including any proceedings under the Income Tax Act, 1961) in any Court or Tribunal in Arbitration, revenue proceedings, judicial, or quasi-judicial proceedings, nor is there any attachment or injunction, either before or after judgment, or in custody, symbolic or physical possession of court receiver or any other receiver appointed by an Order of a Competent Court;



- xxi. There is no money decree passed against the **SECOND PARTY** in respect of the **SAID PROPERTY 2** and there is no prohibitory order or order of attachment of any department of Income Tax for arrears of taxes or of any Department of the Government, Central or State or local body, public

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authority for taxes, levies and/or cess with respect to or affecting SAID PROPERTY 2 or any part thereof.

xxii. There are no trespassers, tenants or licensees, nor any rights have been created or exist in favour of third parties with respect to the SAID PROPERTY 2 or any part thereof;

xxiii. There are no easementary rights, created under any document or covenant or prescription, in respect of and/or upon the SAID PROPERTY 2, or any part thereof;

There is no temple, mosque, church, or any other place of worship over the SAID PROPERTY 2, or any part thereof.

No part of the SAID PROPERTY 2 is dedicated, orally or in writing, to religious or charitable uses, or used as a place of worship;

xxv. The SAID PROPERTY 2 is unencumbered and free from any mortgages, *lis-pendens*, liens, charge, leases, licenses, notices for acquisitions or easements or outstandings in or over the same or any part thereof either by way of sale, gift, will, exchange, mortgage, trust, lease, tenancy, leave and license, *lis-pendens*, inheritance, hypothecation, loan surety, security lien, lien of any court or person, litigations, stay order, notices, charges, family or religious disputes, acquisition, decree, injunction, Income Tax or Wealth Tax

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created by the **SECOND PARTY** itself in respect of the **SAID PROPERTY 2** or any part thereof which includes the "**SAID PLOT A**";

xxviii. The **SAID PROPERTY 2** is not under a drainage, flowage or submerged area;

xxix. No loans or financial assistance is availed by the **SECOND PARTY** from any Banks and other financial institutions or any person / individual, against its right, title and interest in the **SAID PROPERTY 2** or any part thereof;



Neither the **SECOND PARTY** nor any person/s claiming by, through or under the **SECOND PARTY** have created any adverse rights and / or entered into any agreement for sale, arrangement for sale or otherwise created any adverse rights in respect of their right, title and interest in the **SAID PROPERTY 2** or any part thereof which includes the "**SAID PLOT A**" or otherwise parted with the possession of the **SAID PROPERTY 2** or any part thereof in part performance of any agreement or executed any power of attorney in favour of any person/s to deal with the **SAID PROPERTY 2** or authorizing sale of their right, title, interest in the **SAID PROPERTY 2** or taken any deposit in the form of earnest money deposit or otherwise whereby the **SECOND PARTY**



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is prevented from entering into these Deed of Exchange with the **FIRST PARTIES** in respect of the "SAID PLOT A";

xxxi. All the money, as were due and payable by the **SECOND PARTY** in respect of the **SAID PROPERTY 2** and its predecessors-in-title, have been paid upto date and that no amount is due and payable and / or no action / demand has been initiated / raised either against the **SECOND PARTY** or its predecessors in title in respect of the **SAID PROPERTY 2** for any reasons whatsoever and

The **SECOND PARTY** hereby confirm that there is no fact about the **SAID PROPERTY 2** or any part thereof which remains concealed or undisclosed to the **FIRST PARTIES** and / or which may discourage the **FIRST PARTIES** from entering into this act of exchange in respect of the "SAID PLOT A" forming part of the **SAID PROPERTY 2** with the "SAID PLOT D" forming part of the **SAID PROPERTY 1** or which may lead the **FIRST PARTIES** to further investigate the title of the **SECOND PARTY** to the **SAID PROPERTY 2** or any part thereof.

XX. The **FIRST PARTIES** are all deemed Residents in India and hence, TDS @ 1% in terms of Section 194IA of the Income Tax Act,



  
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1961, is required to be deducted from their respective shares in the aforesaid total TDS amount of Rs. 11,21,263/- (Rupees Eleven Lakhs Twenty One Thousand Two Hundred and Sixty Three Only) as mentioned in Recital (RR) hereinabove corresponding to their undivided share, right, title and interest in the SAID PLOT A.

YY. The parties to this Deed of Exchange hereby declare that they do not belong to the Scheduled Caste / Scheduled Tribe as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.



The parties hereto have agreed to mutually exchange and transfer the ownership of the SAID PLOT D and the SAID PLOT A as between them, by executing this Deed of Exchange thereby recording the terms and conditions hereinafter appearing.



**NOW THIS DEED OF EXCHANGE WITNESSETH AS FOLLOWS:**

1. Recitals, Annexures, Schedules and Plans shall form part of this Deed of Exchange.
2. In pursuance of the aforesaid agreement and in consideration of the **FIRST PARTIES** conveying, transferring and assigning to the **SECOND PARTY** all that SAID PLOT D admeasuring 3,347 sq.mts., more particularly described with its present

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boundaries in the **SCHEDULE II** hereunder written, delineated as "**PLOT D**" on the Plan attached to the "No Objection" bearing **NOC/49(6)/4315/ASSG/TCP-24/7413** dated 03.09.2024 issued by the Deputy Town Planner, Office of the Senior Town Planner, Town and Country Planning Department, Government of Goa, North Goa District, Mapusa-Bardez, Goa, annexed to this Deed of Exchange as "**ANNEXURE D-1**", forming part of the **SAID PROPERTY 1** known by the names "**BHAWATO WADO**" or "**BOUNTAWADO**" or "**BAUTAWADO**" or "**PIMPLACHEM BATA**", totally admeasuring an area of 3,975 sq.mts. situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, surveyed under No. 212, subdivision no. 12 of Village Assagao, more particularly described with its present boundaries in **SCHEDULE I** hereunder written and delineated in red boundary line on the Survey Plan of the **SAID PROPERTY 1** annexed to this Deed of Exchange as "**ANNEXURE A**"; the **SECOND PARTY** hereby in exchange conveys, transfers and assigns unto the **FIRST PARTIES** to have and to hold as an absolute and exclusive owner, without interruption or disturbances by the **SECOND PARTY** or any persons claiming through or under the **SECOND PARTY**, free from all encumbrances, court attachments, litigations,



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maintenance, charges, claims and demands, all its share, right, title and interest in all that SAID PLOT A admeasuring 781 sq.mts. along with the residential house bearing House No. 516, presently admeasuring 182.15 sq.mts., more particularly described with its present boundaries in the SCHEDULE IV hereunder written, delineated as "PLOT A" on the Plan attached to the "No Objection" bearing Reference No. NOC/49(6)/4298/ASSG/TCP-24/7412 dated 03.09.2024 issued by the Deputy Town Planner, Office of the Senior Town Planner, Town and Country Planning Department, Government of Goa, North Goa District, Mapusa-Bardez, Goa, annexed to this Deed of Exchange as "ANNEXURE D-2", forming part of the SAID PROPERTY 2 known as "BHAWATO WADO" or "BOUNTAWADO" or "BAUTAWADO" or "PIMPLACHEM BATA", totally admeasuring an area of 1,300 sq.mts. situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, surveyed under No. 212, subdivision no. 25 of Village Assagao, along with an old residential house bearing House No. 516 standing thereon and a well existing thereon, more particularly described with its present boundaries in SCHEDULE II hereunder written and delineated in red boundary line on the Survey Plan of the SAID



PROPERTY 2 annexed to this Deed of Exchange as "ANNEXURE B", TOGETHER WITH all the rights, title, interest, ownership, possession, share, claim, demand and all the rights, benefits, privileges, and advantages in and to the SAID PLOT A and every part thereof, including but not limited to the entire present and future Floor Area Ratio, transferable development rights and development potential in respect of the SAID PLOT A and / or arising therefrom of whatsoever nature and by whatsoever name called and all the benefits in lieu of the \*reservations / set-back area that are available or shall become available in future, with respect to the SAID PLOT A, TOGETHER WITH all structures, fencing, compound walls, edifices, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the SAID PLOT A or land or ground hereditaments or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or to be appurtenant thereto and to exclusively be entitled to all benefits and privileges with right to exclusive appropriation



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thereof **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the **SECOND PARTY** into out of or upon the **SAID PLOT A** or any part thereof **AND TO HAVE AND TO HOLD** all and singular the **SAID PLOT A**, hereditaments and premises hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their rights, members and appurtenances **UNTO AND TO THE USE** and benefit of the **FIRST PARTIES**, absolutely forever to possess, use and enjoy by the **FIRST PARTIES**, freely and absolutely with full right of enjoyment and possessing the **SAID PLOT A** free from all encumbrance, charges, lien, right or demand of any kind whatsoever **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Panchayat or any other public body or local authority in respect thereof by the **SECOND PARTY** for the period upto the date of this Deed of Exchange.



3. And that in pursuance of the aforesaid agreement and in consideration of the **SECOND PARTY** conveying and transferring to the **FIRST PARTIES** all that **SAID PLOT A** admeasuring 781 sq.mts. along with the residential house bearing House No. 516, presently admeasuring 182.15 sq.mts. and the

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well existing thereon, more particularly described with its present boundaries in the **SCHEDULE II(A)** hereunder written, delineated as "**PLOT A**" on the Plan attached to the "No Objection" bearing Reference No. **NOC/49(6)/4298/ASSG/TCP-24/7412** dated 03.09.2024 issued by the Deputy Town Planner, Office of the Senior Town Planner, Town and Country Planning Department, Government of Goa, North Goa District, Mapusa-Bardez, Goa, annexed to this Deed of Exchange as "**ANNEXURE D-2**", forming part of the **SAID PROPERTY 2** known as "**BHAWATO WADO**" or "**BOUNTAWADO**" or "**BAUTAWADO**" or "**PIMPLACHEM BATA**", totally admeasuring an area of 1,300 sq.mts. situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, surveyed under No. 212, sub-division no. 25 of Village Assagao, along with an old residential house bearing House No. 516, standing thereon and a well existing thereon, more particularly described with its present boundaries in **SCHEDULE II** hereunder written and delineated in red boundary line on the Survey Plan of the **SAID PROPERTY 2** annexed to this Deed of Exchange as "**ANNEXURE B**" and upon the **FIRST PARTIES** receiving the aforesaid amount of Rs. 9,00,00,000 /- (Rupees Nine Crores Only) along with transfer of land with building (**Plot**



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WADO" or "BOUNTAWADO" or "BAUTAWADO" or "PIMPLACHEM BATA", totally admeasuring an area of 3,975 sq.mts. situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, surveyed under No. 212, sub-division no. 12 of Village Assagao, more particularly described with its present boundaries in SCHEDULE I hereunder written and delineated in red boundary line on the Survey Plan of the SAID PROPERTY 1 annexed to this Deed of Exchange as "ANNEXURE A", TOGETHER WITH all the rights, title, interest, ownership, possession, share, claim, demand and all the rights, benefits, privileges, and advantages in and to the SAID PLOT D and every part thereof, including but not limited to the entire present and future Floor Area Ratio, transferable development rights and development potential in respect of the SAID PLOT D and / or arising therefrom of whatsoever nature and by whatsoever name called and all the benefits in lieu of the reservations / set-back area that are available or shall become available in future, with respect to the SAID PLOT D, TOGETHER WITH all structures, fencing, compound walls, edifices, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights,



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liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the SAID PLOT D or land or ground hereditaments or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or to be appurtenant thereto and to exclusively be entitled to all benefits and privileges with right to exclusive appropriation thereof AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the FIRST PARTIES unto out of or upon the SAID PLOT D or any part thereof AND TO HAVE AND TO HOLD all and singular the SAID PLOT D, hereditaments and premises hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their rights, members and appurtenances UNTO AND TO THE USE and benefit of the SECOND PARTY, absolutely forever to possess, use and enjoy by the SECOND PARTY, freely and absolutely with full right of enjoyment and possessing the SAID PLOT D free from all encumbrance, charges, lien, right or demand of any kind whatsoever SUBJECT TO the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Panchayat or any other public body or local authority in



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respect thereof by the **FIRST PARTIES** for the period upto the date of this Deed of Exchange.

4. The **FIRST PARTIES** do hereby acknowledge that the **SECOND PARTY** are now the owners of the **SAID PLOT D AND THE FIRST PARTIES** do hereby covenant with the **SECOND PARTY THAT** notwithstanding any act, deed, matter or thing whatsoever by the **FIRST PARTIES** or any person or persons lawfully or equitably claiming by from through under or in trust for them made, done, committed, omitted or knowingly or willingly transferred to the contrary **AND THAT** the **FIRST PARTIES** now have in themselves good right, full power and absolute authority to grant, release, convey, assign, transfer and assure the **SAID PLOT D** hereby granted, conveyed, assigned, transferred and assured or intended so to be unto and for the use of the **SECOND PARTY AND THAT** it shall be lawful for the **SECOND PARTY** from time to time at all times hereafter to peacefully and quietly enter upon the **SAID PLOT D** and hold, have, use, occupy, possess and enjoy the **SAID PLOT D** hereby granted, conveyed, transferred and assured every part thereof with its appurtenances and receive the rents issues and profits thereof and of every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the **FIRST PARTIES** or their



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heirs, executors, successors, assigns and administrators or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them **AND THAT** the **FIRST PARTIES**, their successors, assigns, executors and administrators shall keep sufficiently saved, defended, held harmless and shall keep indemnified the **SECOND PARTY** from and against all claims, actions, suits, proceedings, dues including any outstanding government or statutory dues, demands, disputes, losses, damages, costs, expenses, estates, title, charge and encumbrances whatsoever whether already or hereafter made, executed, occasioned or suffered by the **FIRST PARTIES** or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them in respect of the **SAID PLOT D** or otherwise in the event of (i) any representative statements, warranties and covenants of the **FIRST PARTIES** being inaccurate, incorrect and untrue and / or on account of the negligent acts or omission by the **FIRST PARTIES**; and (ii) any defect in title of the **SAID PLOT D** or any part thereof or any third party claims relating to the title of the **FIRST PARTIES**; and (iii) any breach, inaccuracy, error or omission in any of the representations, warranties, covenants, assurances and other terms and conditions (including but not limited to those contained under these presents or contained in any certificate, document or instrument delivered pursuant to these presents) of this



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Deed of Exchange; (iv) any liabilities of any nature whatsoever in respect of the SAID PLOT D pertaining to the period prior to the date of this Deed of Exchange; (v) any misrepresentation by the **FIRST PARTIES** withholding any material fact or information from the **SECOND PARTY** that would have been critical to the evaluation of the **SECOND PARTY** of this transaction and also for concluding on clear title and marketability of the SAID PLOT D

(vi) any interference with the quiet and peaceful possession and use of the SAID PLOT D by the **SECOND PARTY**; (vi) non-payment of any statutory dues, levies, taxes, assessments, duties, charges, costs, any other claims, etc. till the date of the execution of this Deed of Exchange i.e. payment of statutory dues, levies, taxes, assessments, duties, charges, costs, etc. in respect of the SAID PLOT D, falling in arrears till the date of execution of this Deed of Exchange; (viii) pendency of any acquisition proceedings, litigation, existence of rival claim, minor's interest or any charge, mortgage, maintenance charges or leasehold right over the SAID PLOT D, if any, created by the **FIRST PARTIES** and / or its predecessors in title; (ix) in consequence of any breach, default or violation committed by the **FIRST PARTIES** or its agents, in the due compliance or observance of any law, rule or regulation of the Government or any statutory authority or local body concerning the purchase, holding, occupation, renting or any matters incidental



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and demand whatsoever from or by the **SECOND PARTY** or its successor(s), permitted assigns and nominee(s) or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for the **SECOND PARTY AND THAT** the **SECOND PARTY**, its successor(s), permitted assigns and nominee(s) shall keep sufficiently saved, defended, held harmless and shall keep indemnified the **FIRST PARTIES** from and against all claims, actions, suits, proceedings, dues including any outstanding government or statutory dues, demands, disputes, losses, damages, costs, expenses, estates, title, charge and encumbrances whatsoever either already or hereafter made, executed, occasioned or suffered by the **SECOND PARTY** or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for the **SECOND PARTY** in respect of the **SAID PLOT A** or otherwise in the event of (i) any representative statements, warranties and covenants of the **SECOND PARTY** being inaccurate, incorrect and untrue and / or on account of the negligent acts or omission by the **SECOND PARTY**; and (ii) any defect in title of the **SAID PLOT A** or any part thereof or any third party claims relating to the title of the **SECOND PARTY**; and (iii) any breach, inaccuracy, error or omission in any of the representations, warranties, covenants, assurances and other terms and conditions (including but not limited



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to those contained under these presents or contained in any certificate, document or instrument delivered pursuant to these presents) of this Deed of Exchange; (iv) any liabilities of any nature whatsoever in respect of the SAID PLOT A pertaining to the period prior to the date of this Deed of Exchange; (v) any misrepresentation by the SECOND PARTY withholding any material fact or information from the FIRST PARTIES that would have been critical to the evaluation of the FIRST PARTIES of this transaction and also for concluding on clear title and marketability of the SAID PLOT A (vi) any interference with the quiet and peaceful possession and use of the SAID PLOT A by the FIRST PARTIES; (vi) non-payment of any statutory dues, levies, taxes, assessments, duties, charges, costs, any other claims, etc. till the date of the execution of this Deed of Exchange i.e. payment of statutory dues, levies, taxes, assessments, duties, charges, costs, etc. in respect of the SAID PLOT A, falling in arrears till the date of execution of this Deed of Exchange; (viii) pendency of any acquisition proceedings, litigation, existence of rival claim, minor's interest or any charge, mortgage, maintenance charges or leasehold right over the SAID PLOT A, if any, created by the SECOND PARTY and / or its predecessors in title; (ix) in consequence of any breach, default or violation committed by the SECOND PARTY or its agents, in the due compliance or observance of any law, rule or



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regulation of the Government or any statutory authority or local body concerning the purchase, holding, occupation, renting or any matters incidental thereto or otherwise howsoever in relation to the SAID PLOT A and (x) any default in statutory / regulatory compliances in respect of the SAID PLOT A.

6. In view of the aforesaid exchange of the SAID PLOT D with the SAID PLOT A and upon payment of the aforesaid amount made by the SECOND PARTY to the FIRST PARTIES, the FIRST PARTIES do hereby agree and undertake that on execution of this Deed of Exchange the FIRST PARTIES have been left with no right, interest or title in the SAID PLOT D and the SECOND PARTY shall have the absolute right to transfer, assign, convey, encumber, charge, mortgage the SAID PLOT D to any person at such terms and conditions they deem fit and proper at its sole discretion and deal with the SAID PLOT D in any manner whatsoever and likewise, the SECOND PARTY does agree and undertake that on execution of this Deed of Exchange the SECOND PARTY has been left with no right, interest or title in the SAID PLOT A and the FIRST PARTIES shall have the absolute right to transfer, assign, convey, encumber, charge, mortgage the SAID PLOT A to any person at such terms and conditions they deem fit



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and proper at its sole discretion and deal with the SAID PLOT A in any manner whatsoever.

7. The **FIRST PARTIES** confirm and record that, on execution of these presents, the right, title, interest and benefit in respect of the **SAID PLOT D** has vested in the **SECOND PARTY** exclusively and absolutely, and that they have put the **SECOND PARTY** in lawful, exclusive, quiet, peaceful and vacant possession of the **SAID PLOT D** as absolute owner thereof and the **SECOND PARTY** has accepted the lawful, exclusive, quiet, peaceful and vacant possession of the same. Likewise, the **SECOND PARTY** confirms and records that, on execution of these presents, the right, title, interest and benefit in respect of the **SAID PLOT A** has vested in the **FIRST PARTIES** exclusively and absolutely, and that it has put the **FIRST PARTIES** in lawful, exclusive, quiet, peaceful and vacant possession of the **SAID PLOT A** as absolute owners thereof and the **FIRST PARTIES** have accepted the lawful, exclusive, quiet, peaceful and vacant possession of the same.

8. From this day, the **FIRST PARTIES** cease to have any right, title or interest in the **SAID PLOT D** and the **SECOND PARTY** shall possess and enjoy the **SAID PLOT D** as its absolute owner, without any interference from the **FIRST PARTIES** or anyone claiming through them. Likewise, the **SECOND PARTY** ceases to



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have any right, title or interest in the SAID PLOT A and the FIRST PARTIES shall possess and enjoy the SAID PLOT A as its absolute owners, without any interference from the SECOND PARTY or anyone claiming through them.

9. The FIRST PARTIES do hereby covenant that the SECOND PARTY shall hereafter openly, peacefully and exclusively hold, use and enjoy the SAID PLOT D as its own property without any hindrance, interruption, claim, or demand by any person(s) claiming or demanding any right, title or interest in the SAID PLOT D, or any part thereof, through the FIRST PARTIES or any other person as co-owner(s) along with them or any other person. Likewise, the SECOND PARTY do hereby covenant that the FIRST PARTIES shall hereafter openly, peacefully and exclusively hold, use and enjoy the SAID PLOT A as their own property without any hindrance, interruption, claim, or demand by any person(s) claiming or demanding any right, title or interest in the SAID PLOT A, or any part thereof, through the SECOND PARTY or any other person as co-owner(s) along with them or any other person.



10. The FIRST PARTIES and the SECOND PARTY hereby guarantee and assure to one another as under:

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i) The **FIRST PARTIES** shall settle all litigation/s, if any, relating to the **SAID PLOT D** that may be instituted by person/s or entity/entities arising from causes till the execution and registration of this Deed of Exchange and the **SECOND PARTY** shall settle all litigation/s, if any, relating to the **SAID PLOT A** that may be instituted by person/s or entity/entities arising from causes till the execution and registration of this Deed of Exchange.



ii) The **FIRST PARTIES** hereby assure the **SECOND PARTY** that all the taxes, rates, assessments, duties, land revenue etc. payable by the **FIRST PARTIES** to the Village Panchayat, State or Central Government and other authority/entity concerned, in respect of the **SAID PLOT D** payable till the date of the execution of this Deed of Exchange, have been paid. In the event, any such amounts as on the date of the execution of this Deed of Exchange are found to be due, the payment of the same shall be the sole responsibility of the **FIRST PARTIES**, irrespective of when the bill or notice for such payment has been issued or received and

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iii) The **SECOND PARTY** hereby assure the **FIRST PARTIES** that all the taxes, rates, assessments, duties, land revenue etc. payable by the **SECOND PARTY** to the Village Panchayat, State or Central Government and other authority/entity concerned, in respect of the **SAID PLOT A** payable till the date of the execution of this Deed of Exchange, have been paid, In the event, any such amounts as on the date of the execution of this Deed of Exchange are found to be due, the payment of the same shall be the sole responsibility of the **SECOND PARTY**, irrespective of when the bill or notice for such payment has been issued or received.



11. The **FIRST PARTIES** do hereby covenant with the **SECOND PARTY** that they shall indemnify and keep indemnified the **SECOND PARTY** against all claims and demands, whatsoever, in respect of the **SAID PLOT D** hereby conveyed and make good to the **SECOND PARTY** any expense which the **SECOND PARTY** may incur or suffer, by reason of any defect, flaw or deficiency in the title, right or interest of the **FIRST PARTY** over the **SAID PLOT D** or any part thereof, which is hereby conveyed, or by reason of any mistake or deficiency in the extent, description or other

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particulars of the SAID PLOT D hereby conveyed, or by reason of a case where the SECOND PARTY is ever dispossessed of the SAID PLOT D hereby sold, or any part thereof, by reason of any defect in the title of FIRST PARTIES or by reason of any breach of the representation and covenants of the FIRST PARTIES contained herein.

12. The SECOND PARTY does hereby covenant with the FIRST PARTIES that it shall indemnify and keep indemnified the FIRST PARTIES against all claims and demands, whatsoever, in respect of the SAID PLOT A hereby conveyed and make good to the FIRST PARTIES any expense which the FIRST PARTIES may incur or suffer, by reason of any defect, flaw or deficiency in the title, right or interest of the SECOND PARTY over the SAID PLOT A or any part thereof, which is hereby conveyed, or by reason of any mistake or deficiency in the extent, description or other particulars of the SAID PLOT A hereby conveyed, or by reason of a case where the FIRST PARTIES are ever dispossessed of the SAID PLOT A hereby sold, or any part thereof, by reason of any defect in the title of SECOND PARTY or by reason of any breach of the representation and covenants of the SECOND PARTY contained herein.



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13. The **FIRST PARTIES** do hereby covenant with the **SECOND PARTY** that the **SAID PLOT D** hereby sold, is free from any mortgage, encumbrance, charge, claim, demand, attachment, lien or equities, whatsoever, and the **FIRST PARTIES** have absolute title and exclusive right to convey the **SAID PLOT D** hereby conveyed, transferred and assigned to the **SECOND PARTY**, by way of this exchange, and that there are no impediments whatsoever against such disposition. The **FIRST PARTIES** covenant with the **SECOND PARTY**, to indemnify and keep indemnified the **SECOND PARTY**, from or against any such mortgage, encumbrance, charge, claim, demand, attachment, lien or equities, whatsoever.



14. The **SECOND PARTY** does hereby covenant with the **FIRST PARTIES** that the **SAID PLOT A** hereby sold, is free from any mortgage, encumbrance, charge, claim, demand, attachment, lien or equities, whatsoever, and the **SECOND PARTY** have absolute title and exclusive right to convey the **SAID PLOT A** hereby conveyed, transferred and assigned to the **FIRST PARTIES**, by way of this exchange, and that there are no impediments whatsoever against such disposition. The **SECOND PARTY** covenants with the **FIRST PARTIES**, to indemnify and keep indemnified the **FIRST PARTIES**, from or

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against any such mortgage, encumbrance, charge, claim, demand, attachment, lien or equities, whatsoever.

15. The **FIRST PARTIES** hereby assure the **SECOND PARTY** that there are no third-party rights of whatsoever nature in respect of the **SAID PLOT D** by way of easements, prescription and/or any other proprietary rights, of whatsoever nature, on account of long user and/or continuous possession; and, in case of any claims or objections from any persons are raised in respect of the same, the **FIRST PARTIES** assure the **SECOND PARTY** that they shall keep the **SECOND PARTY** fully indemnified in this regard.



16. The **SECOND PARTY** hereby assures the **FIRST PARTIES** that there are no third-party rights of whatsoever nature in respect of the **SAID PLOT A** by way of easements, prescription and/or any other proprietary rights, of whatsoever nature, on account of long user and/or continuous possession; and, in case of any claims or objections from any persons are raised in respect of the same, the **SECOND PARTY** assures the **FIRST PARTIES** that it shall keep the **FIRST PARTIES** fully indemnified in this regard.



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17. It has been agreed between the parties hereto that the **FIRST PARTIES** shall have a right to use and enjoyment of the said access through the **SAID PLOT B** for the purpose of ingress and egress to the **SAID PLOT A** but for no other purpose whatsoever. Further, the **FIRST PARTIES** hereby agree and undertake that they shall use the said 3 Meter access (As shown in Annexure-G to this Deed of Exchange) in order to commute to the **SAID PLOT A** only. To access the **SAID PLOT C** the **FIRST PARTIES** shall pass and repass only through the **SAID PLOT A** and shall not enter upon or claim any access through the **SAID PLOT D**. It is explicitly made clear that the First Parties cannot access **PLOT C** through **Plot B** or **PLOT D**. It has been agreed upon the **FIRST PARTIES** that they shall merely have a right of way through the **SAID PLOT B** and shall not raise, install or put up any electric poles, drainage lines or trails, telephone fire cables or any such provisions/services on the said access or over all or underneath the said access and lay under, through or above the said access, water-pipe lines, electric cables, service cables and other conveniences and shall not carry out any construction of whatsoever nature on the said access or park any vehicles on the said access or do any such act that shall block or interfere in any manner whatsoever or shall cause any hindrance or obstruction to the **SECOND PARTY** from



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passing and repassing through the SAID PLOT B for the purpose of ingress and egress to the SAID PLOT B. The ownership rights of the SAID PLOT B shall always remain with the SECOND PARTY being its absolute lawful owner and its successor(s), permitted assigns and nominee(s) and the F.A.R. of SAID PLOT B shall be for the exclusive and benefit of the SECOND PARTY and the FIRST PARTIES shall not claim any right in respect of the same.



18. The FIRST PARTIES and the SECOND PARTY declare that they have not done orally or in writing, any act, deed, or thing in respect of the SAID PLOT A and the SAID PLOT D respectively whereby they are prevented from granting and conveying the said plots to one another in the manner aforesaid.



19. The FIRST PARTIES and the SECOND PARTY declare that there is no restriction for the transfer of the SAID PLOT A and the SAID PLOT D under the Goa Land Revenue Code, 1968 and/or the Transfer of Property Act, 1882, Code of Communitade (Legislative Enactment no. 2070 dated 15<sup>th</sup> April, 1961) and/or any local, State or Central legislation presently in force.

20. The FIRST PARTIES shall be entitled to apply for mutation in the survey records/record of rights of the SAID PROPERTY

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NO. 2 bearing survey no. 212/25 of Village Assagao towards its acquisition of title of the SAID PLOT A from the SECOND PARTY and to further partition the SAID PLOT A from the SAID PROPERTY 2 under Section 61 of the Goa Land Revenue Code, 1968. The FIRST PARTIES shall also be entitled to apply for and transfer in its favor, the SAID PLOT A hereby purchased in all other public records, including records of the Village Panchayat and other Government Department / bodies, such as in the matter of transfer of house tax, electricity and water connection in respect of the residential house bearing House No. 516 existing on the SAID PLOT A, etc.. The SECOND PARTY hereby give its explicit consent and 'No Objection' to the FIRST PARTIES in respect of the inclusion of their names in the said records, including survey records of the SAID PROPERTY 2 and the SECOND PARTY further agree and assure the FIRST PARTIES to sign and execute all such documents and give NOC for the said purpose at the cost of the First Parties. The SECOND PARTY hereby give their explicit consent and 'No Objection' to the FIRST PARTIES to use all permissions, licenses and approved plans that the SECOND PARTY may have applied for, obtained or processed from/before any Government or quasi-Government or licensing



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authority prior to the execution of this Deed of Exchange in order to develop the SAID PLOT A hereby conveyed.

21. The **SECOND PARTY** shall also be entitled to apply for mutation in the survey records/record of rights of the SAID **PROPERTY NO. 1** bearing survey no. 212/12 of Village Assagao towards its acquisition of title of the SAID **PLOT D** from the **FIRST PARTIES** and to further partition the SAID **PLOT D** from the SAID **PROPERTY 1** under Section 61 of the Goa Land Revenue Code, 1968. The **FIRST PARTIES** hereby give their explicit consent and 'No Objection' to the **SECOND PARTY** in respect of the inclusion of their names in the said records, including survey records of the SAID **PROPERTY 1** and the **FIRST PARTIES** further agree and assure the **SECOND PARTY** to sign and execute all such documents and give NOC for the said purpose at the cost of Second Parties. The **FIRST PARTIES** hereby give their explicit consent and 'No Objection' to the **SECOND PARTY** to use all permissions, licenses and approved plans that the **FIRST PARTIES** may have applied for, obtained or processed from/before any Government or quasi-Government or licensing authority prior to the execution of this Deed of Exchange in order to develop the SAID **PLOT D** hereby conveyed.



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**FIRST PARTIES** or their heirs or any of them shall and will from time to time and at all times hereafter, at the request and costs of the **SECOND PARTY**, do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the **SAID PLOT D** and every part thereof unto and to the use of the **SECOND PARTY** in the manner aforesaid, as by the **SECOND PARTY** or its executors, administrators, nominees and successors-in-interest or permitted assigns or any person lawfully claiming by, through or under the **SECOND PARTY** may reasonably be required.



26. The **SECOND PARTY** and all persons lawfully or equitably claiming any estate or interest whatsoever in the **SAID PLOT A** hereditaments or any part thereof from under or in trust for the **SECOND PARTY** or its successors-in-title or any of them shall and will from time to time and at all times hereafter at the request and costs of the **FIRST PARTIES** do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the **SAID PLOT A** and every part thereof unto and to the use of the **FIRST PARTIES** in manner aforesaid as by the **FIRST**



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**PARTIES** their heirs, executors, successors, legal representatives, administrators and permitted assigns may reasonably be required.

27. The Stamp Duty and Registration fee that is payable on this Deed of Exchange is as follow:

S.NO	PLOT	AREA OF PLOT (Sq. Mtrs)	CALCULATION	AMOUNT
1	PLOT D	3347	3347 X 21,250	7,11,23,750
2	PLOT A	781	781 X 22,500	1,75,72,500
3	House existing on Plot A	182.15	182.15 X 25,000	45,53,750/-
4	Amount Paid by Second Party to First Party			9,00,00,000/-
Total Value				18,32,50,000/-
Stamp Duty paid				1,09,95,100/-
Registration Charges paid				54,97,600/-



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That as per the Zoning information the SAID PROPERTY 1 is falling under the Settlement (VP-2) Zone and hence the Said PLOT D is valued at Rs.7,11,23,750/- (Seven Crores Eleven Lakhs Twenty-Three Thousand Seven Hundred and Fifty Only) i. e. Rs.21,250/- (15% less than base Value) X 3347 sq. mtrs. (Area of PLOT D) and that as per the Zoning information the SAID PROPERTY 2 is falling under the Settlement (VP-2) Zone and hence the Said PLOT A is valued at Rs.1,75,72,500/- (One Crore Seventy-Five Lakhs Seventy-Two Thousand Five Hundred Only) i. e. Rs.22,500/-(10% less than base Value) X 781 sq. mtrs. (Area of PLOT A) the area of both Plots falling under VP-2 Zone.

The First Parties shall have paid Rs.13,27,600/- (Rupees Thirteen lakhs Twenty-Seven Thousand Six Hundred Only) as stamp duty and Rs. 6,63,800/- (Six Lakhs Sixty-Three Thousand Eight Hundred Only) as registration charges for Plot A, whereas the Second Party has paid Rs. 96,67,500/- (Rupees Ninety-Six Lakhs Sixty-Seven Lakhs Five Hundred Only) as stamp duty and Rs. 48,33,800/- (Forty-Eight Lakhs Thirty-Three Thousand Eight Hundred Only) as registration charges for Plot D.

28. The FIRST PARTIES and the SECOND PARTY do hereby declare that for the purpose of Income Tax Assessment, TDS @ 1% as required under Section 194IA of the Income Tax Act, 1961,

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amounting to a sum of Rs. 11,21,263/- (Rupees Eleven Lakhs Twenty One Thousand Two Hundred and Sixty Three Only). A sum of Rs. 5,60,631.50/- (Rupees Five Lakhs Sixty Thousand Six Hundred Thirty One and Fifty Paise Only) has been deducted by the **SECOND PARTY** and the same will be paid to the Income Tax Department and copies of the TDS Certificates will be furnished to the **FIRST PARTY NO.1** by the **SECOND PARTY**. Further, A



sum of Rs. 5,60,631.50/- (Rupees Five Lakhs Sixty Thousand Six Hundred Thirty One and Fifty Paise Only) has been deducted by the **SECOND PARTY** and the same will be paid to the Income Tax Department and copies of the TDS Certificates will be furnished to the **FIRST PARTY NO.2** by the **SECOND PARTY**.

29. The present instrument has been drawn in a set of two, viz. the Original (duly registered with this Office of the Sub-Registrar of Bardez, Goa) shall be retained by the **SECOND PARTY** and the certified copy of the same to be retained by the **FIRST PARTIES**. Both documents to be treated as Originals relating to respective party's land parcels. The **SECOND PARTY** shall be duty bound and undertakes to make available the original of this Deed of Exchange to **FIRST PARTY**, whenever required for legal purposes and for granting certified copies of the original

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Deed of Exchange held by the **SECOND PARTY** to the **FIRST PARTY**.

**SCHEDULE I**

**DESCRIPTION OF THE SAID PROPERTY 1**

All that property known as "BHAWATO WADO" or "BOUNTAWADO" or "BAUTAWADO" or "PIMPLACHEM BATA", which property is neither found registered in the Land Registration Office of Bardez, Goa, nor enrolled in the Taluka Revenue Office of Bardez, but surveyed under Old Cadastral No.1923 (part) of Village Assagao and presently surveyed under survey no.212 sub-division no.12, admeasuring an area of 3,975 sq.mts., Goa, situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa.

The **SAID PROPERTY 1** is bounded as under:

North: By the properties bearing Survey Nos. 212/1, 210/27 and 210/25 of Village Assagao.

South: By the properties bearing Survey Nos. 212/22, 212/25 (**SAID PROPERTY 2**) and 212/26 of Village Assagao.

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East: By the properties bearing Survey No. 212/3, 212/4,  
212/6 and 212/28-A of Village Assagao and

West: By the properties bearing Survey Nos. 212/31, 212/7,  
212/8 and 212/11 of Village Assagao.



SCHEDULE II

DESCRIPTION OF THE SAID PLOT D



All that distinct plot of land delineated as "PLOT D" admeasuring 3347 sq.mts. forming part of the SAID PROPERTY 1 known as "BHAWATO WADO" or "BOUNTAWADO" or "BAUTAWADO" or "PIMPLACHEM BATA", which property is neither found registered in the Land Registration Office of Bardez, Goa, nor enrolled in the Taluka Revenue Office of Bardez, but surveyed under Old Cadastral No.1923 (part) of Village Assagao and presently surveyed under survey no.212 sub-division no.12, admeasuring an area of 3,975 sq.mts., Goa, situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The SAID PLOT D is bounded as follows:

North: By property bearing Sy. No 210/25, 210/27, 212/1

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South: By property bearing Sy. No 212/22, 212/25, 212/26

East: By property bearing Sy. No 212/3, 212/4, 212/6,  
212/28-A

West: By property bearing Sy. No 212/7, 212/8, 212/11,  
212/31.

SCHEDULE III

DESCRIPTION OF THE SAID PROPERTY 2

that property known as "BHAWATO WADO" or "BOUNTAWADO" or "BAUTAWADO" or "PIMPLACHEM BATA", which property is neither found registered in the Land Registration Office of Bardez, Goa, nor enrolled in the Taluka Revenue Office of Bardez, but surveyed under Old Cadastral No.1923 (part) of Village Assagao and presently surveyed under survey no.212 sub-division no.25, admeasuring an area of 1,300 sq.mts., Goa, along with an old residential house bearing House No. 516 standing thereon and a well existing thereon, situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa.

The SAID PROPERTY 2 is bounded as under:

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- North: By the SAID PROPERTY 1 bearing Survey No. 212/12 of Village Assagao.
- South: By a public road.
- East: By the property bearing Survey No. 212/26 of Village Assagao and
- West: By the properties bearing Survey No. 212/22 and 212/31 of Village Assagao.



SCHEDULE IV

DESCRIPTION OF THE SAID PLOT A

All that distinct plot of land delineated as "PLOT A" admeasuring 781 sq.mts. along with the residential house bearing House No. 516, presently admeasuring 182.15 sq.mts. and the well existing thereon, forming part of the SAID PROPERTY 2 known as "BHAWATO WADO" or "BOUNTAWADO" or "BAUTAWADO" or "PIMPLACHEM BATA", which property is neither found registered in the Land Registration Office of Bardez, Goa, nor enrolled in the Taluka Revenue Office of Bardez, but surveyed under Old Cadastral No.1923 (part) of Village Assagao and presently surveyed under survey no.212 sub-division no.25,

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admeasuring an area of 1,300 sq.mts., Goa, along with an old residential house bearing House No. 516 standing thereon and a well existing thereon, situated at Village Assagao, within the limits of the Village Panchayat of Assagao, Taluka and Registration SubDistrict of Bardez, District of North Goa, State of Goa. The SAID PLOT A is bounded as under:

North: By Plot bearing Sy. No. 212/12  
 South: By road  
 East: By Plot No.B of the property bearing Sy. No. 212/25  
 West: By property bearing Sy. No. 212/22.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.



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SIGNED, SEALED AND DELIVERED,  
WITHIN NAMED THE FIRST PARTIES

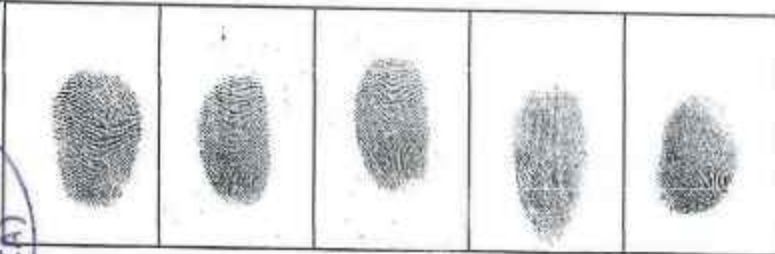


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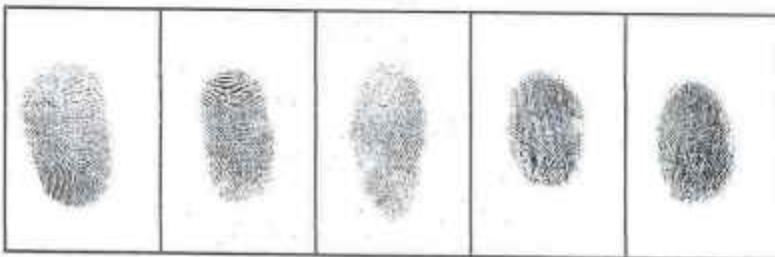
1. MR. ALAN VICTOR JOHN D'MELLO alias ALLAN D  
MELLO alias ALAN VICTOR JOHN D'MELLO alias ALLAN  
D MELLO alias ALLAN D'MELLO



LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



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2. MRS. SHYMASHREE ALAN D'MELLO alias  
SHYAMASHREE CHAKRAVARTY e D'Mello alias  
SHYAMASHREE D. MELLO alias SHYAMASHREE  
D.MELLO



LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



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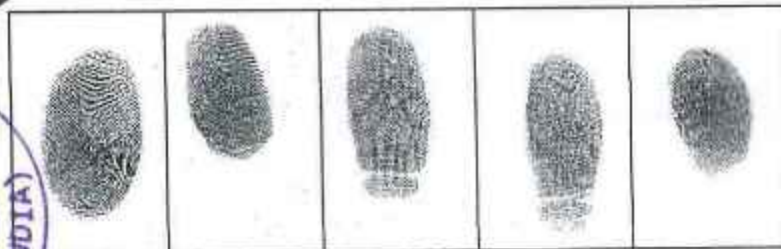
For Lilah Project Realty Two LLP



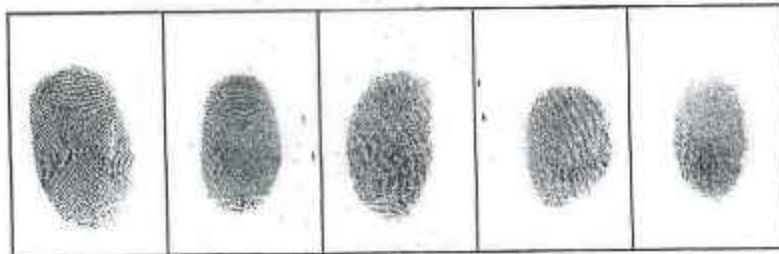
Partner  
**(2) MR. ABHAY GARG designated partner of  
LILAH PROJECT REALTY TWO LLP**



**LEFT HAND IMPRESSIONS**



**RIGHT HAND IMPRESSIONS**



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**WITNESSES:**



**1. Mr. Sunil Yeshwant Majik,**

Resident of 105 Sonarbhat Ladfem,

Latambarcem, Bicholim, Goa



**2. Mr. Deepraj ajit Keni,**

Resident of F.No.G-2/5, Arco Aires,

Fatorda, Salcette, Goa



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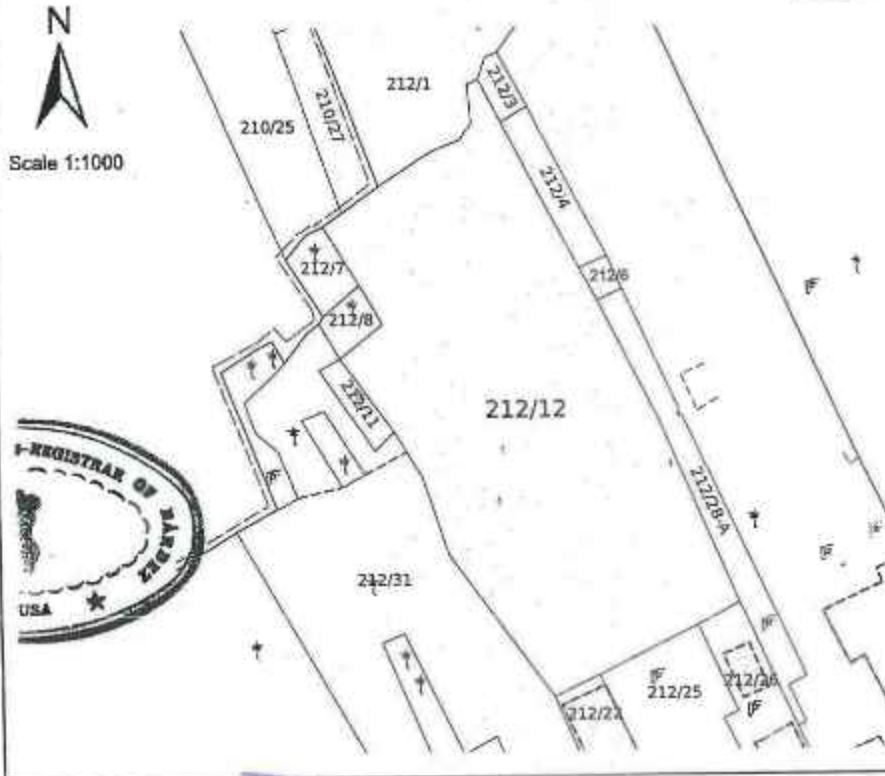
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**Government of Goa**  
 Directorate of Settlement and Land records  
 Plan  
 Taluka / Village Name : BARDEZ / Assagao  
 Survey / Subdiv No. : 212/12

Appln date: 10-04-2024

Ref. No. :9692



**PATRICK HENDERSON GONSALVES**  
 Digitally signed by PATRICK HENDERSON GONSALVES  
 Date: 2024.04.10 16:55:30 +05'30'

Report Generated By: SWAPNIL BHONSLE

Print Size : A4

This record is computer generated on 10/04/2024 15:59:45 as per Online Ref No.8692. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8039 dtd. 13/03/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://rgov.goa.nic.in/dslr>.

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**FORM I & XIV**  
नमुना नं १ व १४

100018876030

Date: 10/04/2024

Page 1 of 2

Taluka **BARDEZ** Survey No. 212  
तालुका सर्वे नंबर  
Village **Assagao** Sub Div. No. 12  
गांव हिस्सा नंबर  
Name of the Field **Bhawato Wada** Tenure  
शेताचे नांव सत्ता प्रकार

**Cultivable Area (Ha./Ars./Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)**

Dry Crop विरायत	Garden बागायत	Rice हरी	Khajan खाजन	Ker केर	Morad मोरद	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.39.75	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.39.75

**Un-cultivable Area (Ha./Ars./Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)**

Pro-Kharab पोट खराब

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	Grand Total एकूण
0000.00.00	0000.00.00	0000.00.00	0000.39.75

Remarks शेर

Assessment मफार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियल	Rs. 0.00	Rent रेट	Rs. 0.00
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S.No. क्र.सं.	Name of the Occupant वसतीगार नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेर
1	Victor John D Mello alias Afan D Mello		57591	

S.No. क्र.सं.	Name of the Tenant हुक्याचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेर
1	Nil			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेर
Name of Person holding rights and nature of rights: इतर हक्क धारण करणाऱ्याचे नांव व हक्क प्रकार Nil		

**Details of Cropped Area पिकासादील क्षेत्राचा तापक्षीत**

Year वर्ष	Name of the Cultivator लागण करणाऱ्याचे नांव	Mode रीत	Season समय	Name of Crop पिकाचे नांव	Irigated बागायत	Unirigated विरायत	Land not Available for cultivation लागण क्षेत्र		Source of irrigation पिंपनाचा तार	Remarks शेर
					Ha./Ars./Sq.Mtr हे. आर. चौ. मी.	Ha./Ars./Sq.Mtr हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र		
	Nil									

End of Report

For any further inquiries, please contact the Mambdar of the concerned Taluka.



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FORM I & XIV

नमुना नं १ व १४

100018876030

Date: 10/04/2024

Page 2 of 2

Taluka BARDEZ  
तालुका  
Village Assagao  
गांव  
Name of the Field Bhawato Wads  
क्षेत्राचें नांव

Survey No. 212  
सर्वे नंबर  
Sub Div. No. 12  
हिस्सा नंबर  
Tenure  
सत्ता प्रकार



The record is computer generated on 10/04/2024 at 10:15:10AM as per Online Reference Number - 100018876030. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>



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**Government of Goa**  
 Directorate of Settlement and Land records  
 Survey Plan  
 Bardez Taluka, Assagao Village  
 Survey No.: 212, Subdivision No.: 25

Scale 1:1000

Reference No.: REV192475168



This record is computer generated on 14-10-2024 05:16:32. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd 24-Apr-2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in/>.

NOTE: PLAN TO BE PRINTED ON A4 SIZE

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**FORM I & XIV**

100019482366

Date: 14/10/2024

नमुना नं १ व १४

Page 1 of 2

Taluka **BARDEZ**  
 तालुका  
 Village **Assagao**  
 गांव  
 Name of the Field **Bhaywadi Wada**  
 शेताचे नांव

Survey No. 212  
 सर्वे नंबर  
 Sub Div. No. 25  
 हिस्सा नंबर  
 Tenure  
 सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop बिराचव	Garden बागायत	Rice हरी	Khajan खाजन	Ker केर	Morad मोरद	Total Cultivable Area एकूण लागण क्षेत्र
0000.10.75	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.10.75

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक क्षेत्र	Grand Total एकूण
0000.02.00	0000.00.25	0000.02.25	0000.13.00

Remarks क्षेत्र

Assessment: Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेडियल	Rs. 0.00	Rent रेट	Rs. 0.00
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S.No. क्र.सं.	Name of the Occupant कालिदास नाथ	Khata No. खाते नंबर	Mutation No. फेरफार नं.	Remarks क्षेत्र
1	LELAH PROJECT REALTY TWO LLP		96792	

S.No. क्र.सं.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं.	Remarks क्षेत्र
1	Nil			

Other Rights इतर हक्क	Mutation No. फेरफार नं.	Remarks क्षेत्र
Name of Person holding rights and nature of rights: इतर हक्क धारण करणाऱ्याचे नांव व हक्क प्रकार		

Details of Cropped Area पिकाव्हालील क्षेत्राचा तापशील

Year सं.	Name of the Cultivator सावण करणाऱ्याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत	Unirrigated बिराचव	Land not Available for cultivation संश्लेष नसलेल		Source of Irrigation सिंचनाचा स्रोत	Remarks क्षेत्र
							Nature प्रकार	Area क्षेत्र		
	Nil									

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.

*[Handwritten Signature]*  
 14/10/24

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 14/10/24



FORM I & XIV

नमुना नं १ व १४

100019482366

Date: 14/10/2024

Page 2 of 2

Taluka BARDEZ  
तालुका  
Village Assagao  
गांव  
Name of the Field Bhawato Wada  
शेतदेचे नांव

Survey No. 212  
सर्वे नंबर  
Sub Div. No. 25  
हिस्ता नंबर  
Tenure  
सत्ता प्रकार



The record is computer generated on 14/10/2024 at 17:09:19 as per Online Reference Number - 100019482366. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/08/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>



M  
2024.10.14

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OFFICE OF THE SENIOR TOWN PLANNER  
Town & Country Planning Dept., North Goa District Office,  
302, Govt. Building Complex, Mapusa, Bardez - Goa.

Ref No.: NOC/49(6)/4315/ASSG/TCP-24/ 7413

Dated: 03/9/2024

NO OBJECTION CERTIFICATE

Ref No: Inward No. 6050

Dated: 13/06/2024

Under Section 49 (6) of Goa, Daman and Diu, Town and Country Planning Act., 1974, Town & Country Planning Department has No Objection for the registration of Deed of Exchange in respect of property bearing Sy. No. 212/12 (Plot D) of village Assagao Taluka Bardez as per the plan hereby annexed. The plot/property falls in "Settlement zone" as per Regional Plan for Goa 2021, admeasuring an area 3347.00m<sup>2</sup> is respectively known as "BHAWATO WADA"

BOUNDARY DETAILS




- By property bearing Sy. No. 210/25, 210/27, 212/1.  
By property bearing Sy. No. 212/22, 212/25, 212/26.  
By property bearing Sy. No. 212/3, 212/4, 212/6, 212/28-A.  
By property bearing Sy. No. 212/7, 212/8, 212/11, 212/31.



1. This N.O.C. is issued as per the details submitted by the applicant and is subject to verification of ownership documents by the appropriate Authority.
2. It will not be binding on this Department to grant any Technical Clearance in the aforementioned property under Goa Land Development and Building Construction Regulations.
3. On issue of this N.O.C. any permissions granted by the Department stand cancelled/ withdrawn/ invalid or any ongoing development will have to be stopped.
4. Traditional access and natural water drain if any passing through the property shall be maintained.
5. This N.O.C. is valid for the purpose of Reg. for period of 3 years.
6. The part of the plot 'D' for which NOC for Exchange Deed with Plot 'A' is issued, shall be amalgamated with Sy. No. 212/25 (plot B) & should be treated as one plot based on the affidavits submitted by LILAH Project Realty Two LLP, duly notarised by Adv. Rajkumar dated 05th August, 2024, Delhi & Mr. Alan Victor John Dmello, duly notarised by Adv. A. K. Phadte registered no. 4861/2024 dated 14/08/2024.
7. Secondary development in the property will be as per prevailing rules & regulations in force.
8. This N.O.C. is not to be treated as sub-division of land.

NOTE: Applicant has paid processing fees of Rs. 2000/- (Rupees Two Thousand Only) vide Challan No. 185 dtd. 11/06/2024.

  
(Zaidev R. Aldonkar)  
Dy. Town Planner

To/  
Alan Victor John Dmello,  
A-12, Medhavi CHS, 2<sup>nd</sup> Cross Lane,  
Lokhandwala Andheri West,  
Mumbai, 400053.





**PLAN**

PLAN SHOWING PLOT A & B IN PROPERTY BEARING SURVEY NO 212 SUB DIVISION NO. 25 AND PLOT C & D IN PROPERTY BEARING SURVEY NO. 212 SUB DIVISION NO. 12 SITUATED AT VILLAGE ASSAGAO OF BARDEZ TALUKA.



STATEMENT

SURVEY NO. 212/12	
1	AREA : 181.86 SQ.M. - A
2	AREA : 618.00 SQ.M. - B

SURVEY NO. 212/25	
3	AREA : 529.80 SQ.M. - C
4	AREA : 3347.20 SQ.M. - D



*Jadhav*  
**Shubham Jadhav**  
 Consulting Civil Engineer  
 T.C.P. Reg. No. - ER/CC21/2022



APPROPRIATE SIGN

DESIGNED BY

*Shubham Jadhav*  
*Jadhav*

*M. J. Jadhav*



**OFFICE OF THE SENIOR TOWN PLANNER**  
Town & Country Planning Dept., North Goa District Office,  
302, Govt. Building Complex, Mapusa, Bardez - Goa.

Ref No.: NOC/49(6)/4298/ASSG/TCP-24/ 7.4/ 2

Dated: 03/19/2024

**NO OBJECTION CERTIFICATE**

Ref No: Inward No. 8057

Dated: 09/08/2024

Under Section 49 (6) of Goa, Daman and Diu, Town and Country Planning Act., 1974, Town & Country Planning Department has No Objection for the registration of Deed of Exchange in respect of property bearing Sy. No. 212/25 (Plot A) of village Assagao Taluka Bardez as per the plan hereby annexed. The plot/property falls in "Settlement zone" as per Regional Plan for Goa 2021, admeasuring an area 781.00m<sup>2</sup> is respectively known as "BILAWATO WADO" or "BOUNTAWADO".

**BOUNDARY DETAILS**



By plot bearing Sy. No. 212/12.

By road.

By plot no. B of the property bearing Sy. No. 212/25.

By property bearing Sy. No. 212/22.



1. This N.O.C. is issued as per the details submitted by the applicant and is subject to verification of ownership documents by the appropriate Authority.
2. It will not be binding on this Department to grant any Technical Clearance in the aforementioned property under Goa Land Development and Building Construction Regulations.
3. On issue of this N.O.C, any permissions granted by the Department stand cancelled/ withdrawn/ invalid or any ongoing development will have to be stopped.
4. Traditional access and natural water drain if any passing through the property shall be maintained.
5. This N.O.C. is valid for the purpose of Reg. for period of 3 years.
6. The part of the plot 'A' for which NOC for Exchange Deed with Plot 'D' is issued, shall be amalgamated with Sy. No. 212/12 (plot C) & should be treated as one plot based on the affidavits submitted by LILAH Project Realty Two LLP, duly notarised by Adv. Rajkumar dated 05th August, 2024; Delhi & Mr. Alan Victor John Dmello, duly notarised by Adv. A. K. Phadte registered no. 4861/2024 dated 14/08/2024.
7. Secondary development in the property will be as per prevailing rules & regulations in force.
8. This N.O.C. is not to be treated as sub-division of land.

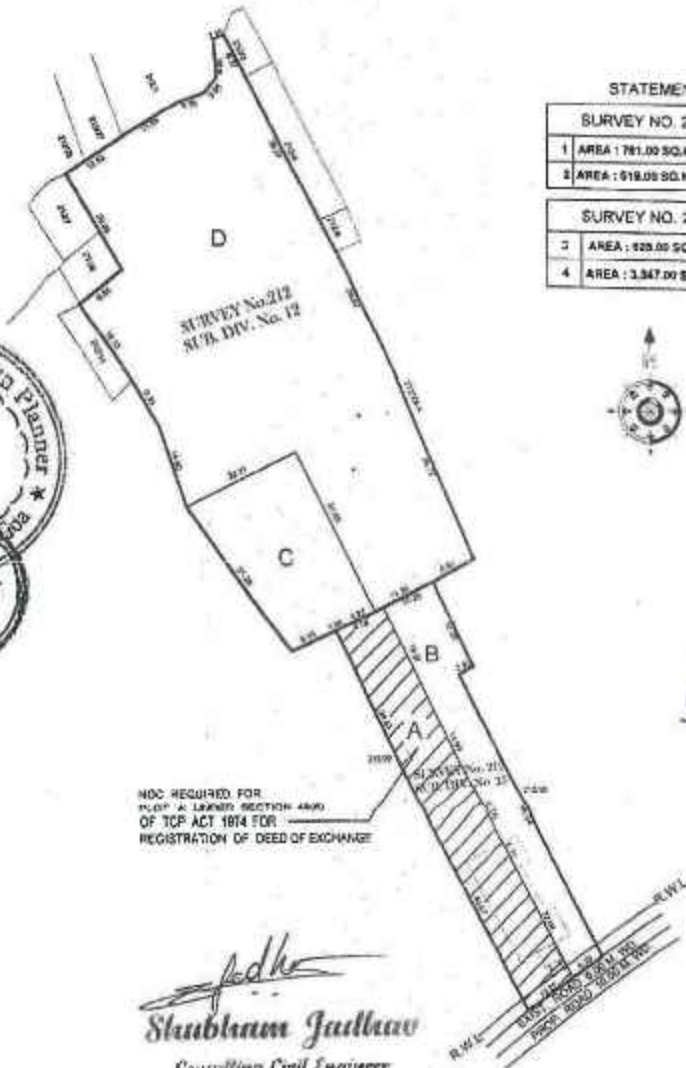
**NOTE: Applicant has paid processing fees of Rs. 1000/- (Rupees One Thousand Only) vide Challan No. 344 dtd. 09/08/2024.**

(Zaidev R. Aldonkar)  
Dy. Town Planner

To,  
Lilah Project Realty Two LLP.,  
Represented by Partner Mr. Abhay Garg  
F-2, Radhe Mohan Drive, Village Gadaipur,  
Mehrauli, Delhi-110030

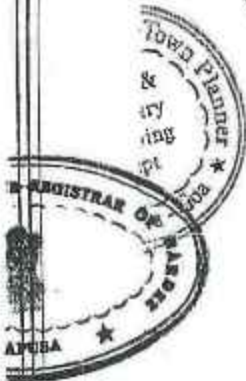
**PLAN**

PLAN SHOWING PLOT A & B IN PROPERTY BEARING SURVEY NO 212 SUB DIVISION NO. 26 AND PLOT C & D IN PROPERTY BEARING SURVEY NO. 212 SUB DIVISION NO.12 SITUATED AT VILLAGE ASSAGAO OF BARDEZ TALUKA



**STATEMENT**

SURVEY NO. 212/25	
1	AREA : 781.00 SQ.M. - A
2	AREA : 919.00 SQ.M. - B
SURVEY NO. 212/12	
3	AREA : 909.00 SQ.M. - C
4	AREA : 1,347.00 SQ.M. - D



NOC REQUIRED FOR  
 PLAN & LAYOUT SECTION 44(9)  
 OF TCP ACT 1974 FOR  
 REGISTRATION OF DEED OF EXCHANGE

*Shubham Jaithav*  
**Shubham Jaithav**  
 Consulting Civil Engineer  
 T.C.P. Reg. No. - PR/0021/2022

APPLICANT'S SIGN

DESIGNED BY

**SITE PLAN**  
 SCALE : 1:1000

*Shubham Jaithav*  
*Shubham Jaithav*

*MA*  
*Yashwanth*

## ANNEXURE E

**DETAILS OF THE PAYMENTS MADE TO THE FIRST  
PARTIES BY THE SECOND PARTY**

Respective No. of the <b>FIRST</b> <b>PARTIES</b> in this Deed of Exchange	Rs.9,00,00,000/- (Rupees Nine Crores Only) along with Transfer of Land with building valued at Rs.2,21,26,250 (Rupees Two Crores Twenty One Lakhs Twenty Six Thousand Two Hundred and Fifty Rupees Only), of each of the <b>FIRST</b> <b>PARTIES</b> , in Rs. (as mentioned in Recital (RR))	TDS amount in Rs. @1% as mentioned in Recital (XX) hereinabove	Final amount paid to the respective <b>FIRST</b> <b>PARTIES</b> after tax deduction, in Rs.	Details of the Demand Drafts/ Account Transfer drawn in the name of the respective <b>FIRST PARTIES</b>
<b>FIRST</b> <b>PARTY</b> <b>NO. 1</b>	Rs. 4,50,00,000/- (Rupees Four Crores and Fifty Lakhs Only)	Rs. 5,60,632 (Rupees Five Lacks Sixty Thousand Six Hundred and Thirty Two Only)	Rs.4,44,39,368/- (Four Crores Forty Four Lakhs Thirty Nine Thousand Three Hundred and Sixty Eight Only)	<b>DD No. 502731</b>  <b>dated 11.10.2024</b>  <b>drawn on ICICI</b>  <b>Bank amounting</b>  <b>to Rs.</b>



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				<u>3,14,79,368/-, DD</u> <u>No. 502732 dated</u> <u>11.10.2024</u> <u>amounting to Rs.</u> <u>90,00,000/- and</u> <u>Account transfer</u> <u>amounting to Rs.</u> <u>39,60,000/-</u>
	Rs. 4,50,00,000/- (Rupees Four Crores and Fifty Lakhs Only)	Rs. 5,60,632 (Rupees Five Lacks Sixty Thousand Six Hundred and Thirty Two Only)	Rs. 4,44,39,368/- (Four Crores Forty Four Lakhs Thirty Nine Thousand Three Hundred and Sixty Eight Only)	<u>DD No. 502619</u> <u>dated 11.10.2024</u> <u>drawn on ICICI</u> <u>Bank amounting</u> <u>to Rs.</u> <u>4,04,79,368/- along</u> <u>with account</u> <u>transfer</u> <u>amounting to Rs.</u> <u>39,60,000/-</u>
<b>TOTAL</b>	Rs. 9,00,00,000/- Only)	Rs. 11,21,264/- (Rupees Eleven Lakhs Twenty One Thousand	Rs. 8,88,78,737 (Rupees Eight Crores Eighty Eight Lakhs Seventy Eight Thousand Seven Hundred and Thirty Seven	



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		Two Hundred and Sixty Four Only	Only).	
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Received by:

Alan D Mello



1. MR. ALAN VICTOR JOHN D'MELLO alias ALLAN D MELLO alias ALAN VICTOR JOHN D'MELLO alias ALLAN D MELLO alias ALLAN D'MELLO

D Mello

2. MRS. SHYMASHREE ALAN D'MELLO alias SHYAMASHREE CHAKRAVARTY e D'Mello alias SHYAMASHREE D MELLO alias SHYAMASHREE D'MELLO



Alan D Mello  
D Mello

17  
404.9-



## ANNEXURE F

**LIST OF DOCUMENTS FURNISHED BY THE FIRST PARTIES TO THE SECOND PARTY**

1. Certified Copy of the Old Cadastral Plan no.1923 of Village Assagao.
2. Certified Copy of the Registo Do Agrimensor (Registration of the Land Surveyor) of Village Assagao with respect to Old Cadastral no.1923 along with the English Translation.
3. Certified Copy of the Auto de Demarcacao (i.e. Proceedings of Demarcation) of Village Assagao, with respect to Old Cadastral no.1923 along with the English Translation.
4. Certified Copies of the Surveyor's Reports dated 05<sup>th</sup> September, 2023 and 11<sup>th</sup> of November, 2023, issued by Mr. Mohandas P. Kambli, Ex-Inspector of Surveys and Land Records, City Survey Panaji.
5. Certified Copy of the Copy of the Index of Lands (Form III) with respect to survey no.212/25 of Village Assagao, issued by the Talathi of Assagao.
6. Certified Copy of the Manual Form I and XIV, with respect to survey no. 212/25 of Village Assagao, issued by the Talathi of Assagao.



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7. Certified Copy of the Form 9, with reference to mutation entry no.82 in respect to survey no.212/25 of Village Assagao, issued by the Talathi of Assagao.
8. Certified Copy of the Records and Proceedings of Inventory Proceedings bearing no.94/2000 filed in the Court of the Civil Judge Senior Division at Mapusa (from the inception till the conclusion).
9. Certified Copy of the Records and Proceedings of Special Civil Suit no.32/2019/B filed in the Court of the Civil Judge Senior Division at Mapusa (from the inception till the conclusion).
10. Certified Copy of the Land Use Zoning Information bearing reference no. BAR/92/Zoning/ASS/TCP/2023 dated 25<sup>th</sup> November 2023 issued by the Town and Country Planning Department.
11. Certified Copy of the Nil Encumbrance Certificate dated 30<sup>th</sup> November 2023 issued by the Office of the Sub-Registrar of Bardez at Mapusa.
12. Certified Copy of the letter bearing Ref No. V.P./Ass/683/2010-11 dated 21/09/2010 issued by the Sarpanch, Village Panchayat of Assagao, Bardez, Goa, to the Vendor stating that the residential house bearing House No.



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516 existing on the property bearing Survey No. 212/25 of Village Assagao, is exempted from house tax.

13. Notarized Copies of the Death Certificates of late Idalina Conceicao Pinto alias Idalina C. Pinto or Adelina Conceicao Pinto, late Leticia De Melo alias Leticia Albuquerque or Leticia de Melo e Albuquerque or Leticia D'Mello Albuquerque, late Luis Gonzaga De Melo alias Luis Gonsac D'Mello or Luis Gonzaca D'Mello and late Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Mello, all issued by the Parish Priest, Church of St. Cajetan, Assagao.



14. Notarized Copy of the Marriage Certificate dated 29/09/2010, of Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Mello and Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello, issued by the Parish Priest, Church of St. Cajetan, Assagao;

15. Notarized Copies of the Baptism Certificates of Thereza D'Mello Gama alias Ana Severina Tereza de Melo or Anna Severina Theresa De Melo or Teresa D'Mello Gama or Teresa Gama, Victor D'Mello alias Victor Cajetan D'Mello or Victor Cajetan Socoro De Mello or Victor Cajetan Socoro D'Mello

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and Clara Ribeiro alias Clara D'Mello Rebeiro or Mary Margaret Clara (children of Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Melo and Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello);



16. Notarized Copy of the Marriage Certificate of Thereza D'Mello Gama alias Ana Severina Tereza de Melo or Anna Severina Theresa De Melo or Teresa D'Mello Gama or Teresa Gama and Inacio Caetano Antonio da Gama alias Ignatius Gama, issued by the Parish Priest, Church of Immaculate Conception Moira, Bardez-Goa;



17. Notarized Copies of the Marriage Certificates of Victor D'Mello alias Victor Cajetan D'Mello or Victor Cajetan Socoro De Mello or Victor Cajetan Socoro D'Mello and the Vendor, issued by the Civil Registrar cum Sub-Registrar, Civil Registration Offices of Goa, Daman and Diu, Bardez and the one dated 16/07/1997 issued by the Parish Priest, Sacred Heart Church, Santa Cruz, Bombay.;

18. Notarized Copies of the Death Certificates dated 25/09/1996 and 11/09/1998 (issued by the Municipal Corporation of Greater Bombay) and Certificate of Baptism dated 1/09/1958

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of Victor D'Mello alias Victor Cajetan D'Mello or Victor Cajetan Socoro De Mello or Victor Cajetan Socoro D'Mello (son of Jose Antonio Xavier De Melo alias Antonio Jose D'Mello or Anthony D'Mello alias Joseph Anthony Xavier De Mello and Carmelina Martins de Melo alias Maria Severina Martins or Maria Severina De Mello or Maria Severina Dmello or Maria Severina Carmelina D'Mello);



19. Notarized Copy of the Birth Certificates of Alison Maria D'Mello alias Alison D'Mello, Ajay Anthony D' Mello alias Ajay D' Mello and Alan Victor John D'Mello alias Alison D'Mello or Allan D Mello, Alan Victor John D'Mello alias Alison D'Mello or Allan D Mello or Allan D'Mello;



20. Power of attorney dated 10/02/2021 executed before Adv. G.K Wadhwa, Notary, Mumbai, bearing Registration Serial No. 39-2021.

21. Land Use Zoning Information bearing Reference no. BAR/92/Zoning/ASS/TCP/2023 dated 30<sup>th</sup> November 2023 issued by the Town and Country Planning Department, Government of Goa, Mapusa, Goa;

22. Certified Copy of the Copy of the Index of Lands (Form III) with respect to survey no.212/12 of Village Assagao, issued by the Talathi of Assagao.

*Alison D'Mello*  
*D'Mello*

*M. J.*  
*7/24/23*

23. Certified Copy of the Manual Form I and XIV, with respect to survey no. 212/12 of Village Assagao, issued by the Talathi of Assagao.

24. Certified Copy of the Form 9, with reference to mutation entry no.82 in respect to survey no.212/12 of Village Assagao, issued by the Talathi of Assagao.

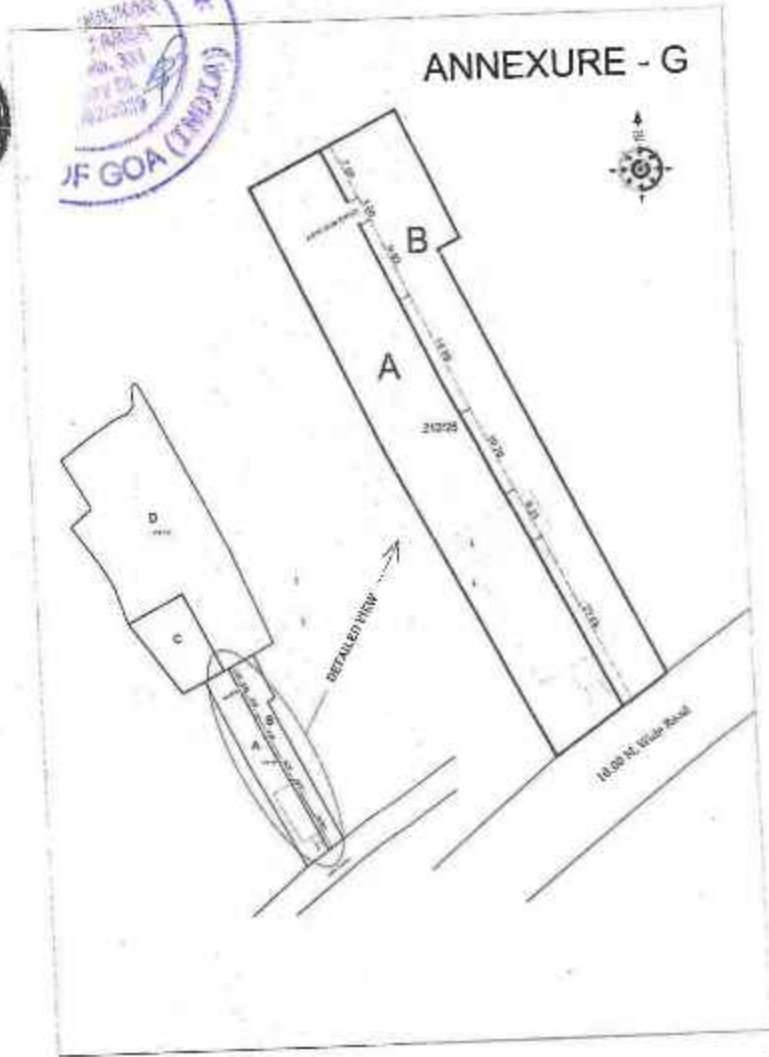


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B... B

M F  
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ANNEXURE G

The Plan showing 3 Meter access in order to commute to the SAID PLOT A only and that to access the SAID PLOT C.



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**PLAN**

PLAN SHOWING PLOT A & B IN PROPERTY BEARING SURVEY NO 212 SUB DIVISION NO. 25 AND PLOT C & D IN PROPERTY BEARING SURVEY NO. 212 SUB DIVISION NO.12 SITUATED AT VILLAGE ASSAGAO OF BARDEZ TALUKA

STATEMENT

SURVEY NO. 212/25	
1	AREA : 781.00 SQ.M. - A
2	AREA : 519.00 SQ.M. - B
SURVEY NO. 212/12	
3	AREA : 428.00 SQ.M. - C
4	AREA : 3,247.00 SQ.M. - D

NOC REQUIRED FOR PLOT 'C' UNDER SECTION 49(1) OF T.C.P. ACT 1974 FOR REGISTRATION OF DEED OF EXCHANGE.



*Shubham*  
**Shubham Jadhav**  
 Consulting Civil Engineer  
 T.C.P. Reg. No. - ER/0021/2022

**SITE PLAN**  
 SCALE - 1:100

APPLICANT'S SIGN

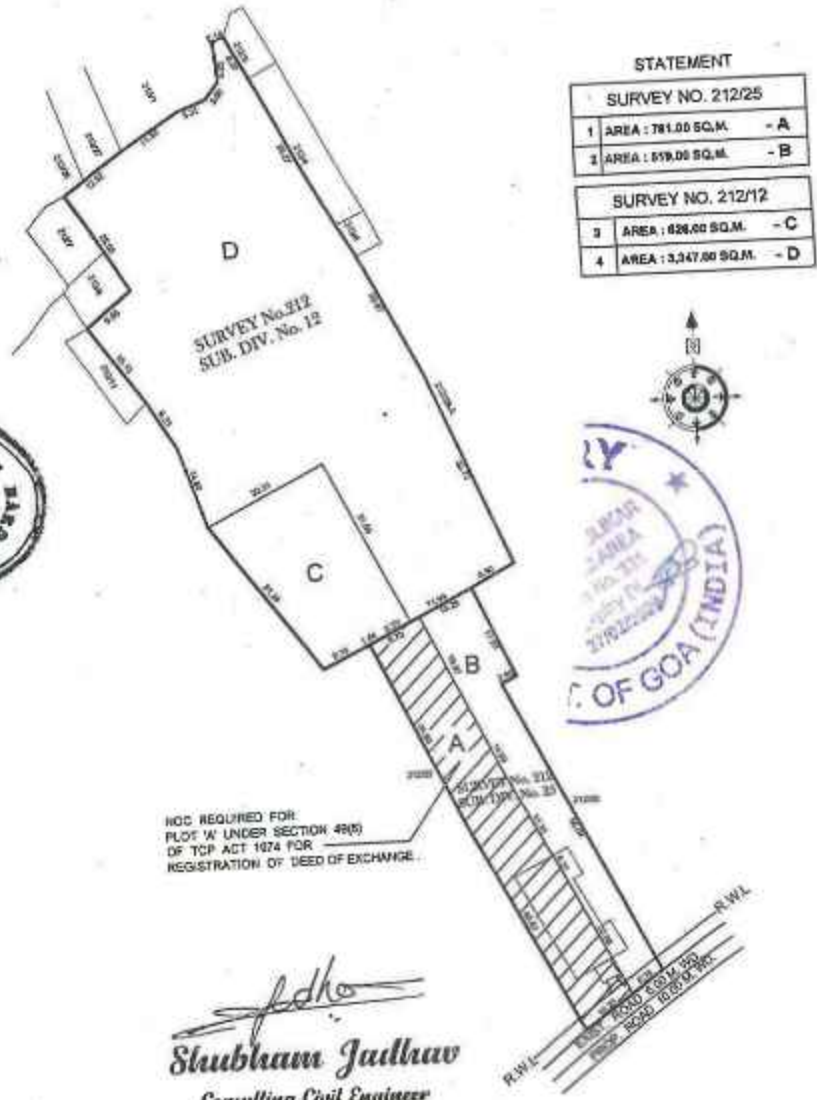
DESIGNED BY

*Shubham Jadhav*  
*2022.12.15*  
*MA*

28

### PLAN

PLAN SHOWING PLOT A & B IN PROPERTY BEARING SURVEY NO 212 SUB DIVISION NO. 25 AND PLOT C & D IN PROPERTY BEARING SURVEY NO. 212 SUB DIVISION NO.12 SITUATED AT VILLAGE ASSAGAO OF BARDEZ TALUKA



#### STATEMENT

SURVEY NO. 212/25	
1	AREA : 781.00 SQ.M. - A
2	AREA : 519.00 SQ.M. - B

SURVEY NO. 212/12	
3	AREA : 626.00 SQ.M. - C
4	AREA : 3,247.00 SQ.M. - D



NOC REQUIRED FOR PLOT 'A' UNDER SECTION 48(B) OF TCP ACT 1974 FOR REGISTRATION OF DEED OF EXCHANGE.

*Stubham Jadhav*  
**Stubham Jadhav**  
 Consulting Civil Engineer  
 T.C.P. Reg. No. - ER/0021/2022

APPLICANT'S SIGN

DESIGNED BY

SITE PLAN  
SCALE = 1:1000

*Handwritten signatures and notes at the bottom of the page, including a signature that appears to be 'Stubham Jadhav' and other illegible marks.*



**Government of Goa**  
**Document Registration Summary 2**

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

Print Date & Time : - 15-Oct-2024 01:03:29 pm

Document Serial Number :- 2024-BRZ-5743

Presented at 12:51:27 pm on 15-Oct-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	10995000
2	Registration Fee	5497500
3	Tatkal appointment fee	50000
	Mutation Fees	3500
	Processing Fee	6120
	<b>Total</b>	<b>16552120</b>

Stamp Duty Required :10995000/-

Stamp Duty Paid : 10995100/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	YOGESH ARYA Designated Partner Of LILAH PROJECT REALTY TWO LLP ,Father Name:Ratan Prakash Arya, Age: 49, Marital Status: , Gender:Male, Occupation: Business, Address1 - resident of Farm No. 59, Khasra No. 63 and 65, Prakriti Marg, Sultanpur Farms, South Delhi, Gadaai Pur, South Delhi, Delhi, 110030, Address2 - , PAN No [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ALAN VICTOR JOHN D'MELLO Or ALLAN D MELLO Or ALAN VICTOR JOHN D'MELLO Or ALLAN D MELLO Or ALLAN D'MELLO , Father Name:Late Victor D'Mello Alias Victor Cajetan D'Mello Or Victor Cajetan Socoro De Mello Or Victor Cajetan Socoro D'Mello, Age: 47, Marital Status: Married , Gender:Male, Occupation: Land Lord, residents of A-12 Medhavi CHS, 2nd Cross Lane, Lokhandwala, Andheri West, Mumbai 400 053, Maharashtra, PAN No [REDACTED]			
2	ALAN VICTOR JOHN D'MELLO Or ALLAN D MELLO Or ALAN VICTOR JOHN D'MELLO Or ALLAN D MELLO Or ALLAN D'MELLO , Father Name:Late Victor D'Mello Alias Victor Cajetan D'Mello Or Victor Cajetan Socoro De Mello Or Victor Cajetan Socoro D'Mello, Age: 47, Marital Status: Married , Gender:Male, Occupation: Land Lord, residents of A-12 Medhavi CHS, 2nd Cross Lane, Lokhandwala, Andheri West, Mumbai 400 053, Maharashtra, PAN No [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	SHYMASHREE ALAN D'MELLO Alias SHYAMASHREE CHAKRAVARTY E D'Mello Or SHYAMASHREE D MELLO Or SHYAMASHREE D'MELLO , Father Name:Late Mr. Nripesh Ranjan Chakravarty, Age: 48, Marital Status: Married ,Gender:Female,Occupation: Land Lady, residents of A-12 Medhavi CHS, 2nd Cross Lane, Lokhandwala, Andheri West, Mumbai 400 053, Maharashtra, PAN No. [REDACTED]			
4	SHYMASHREE ALAN D'MELLO Alias SHYAMASHREE CHAKRAVARTY E D'Mello Or SHYAMASHREE D MELLO Or SHYAMASHREE D'MELLO , Father Name:Late Mr. Nripesh Ranjan Chakravarty, Age: 48, Marital Status: Married ,Gender:Female,Occupation: Land Lady, residents of A-12 Medhavi CHS, 2nd Cross Lane, Lokhandwala, Andheri West, Mumbai 400 053, Maharashtra, PAN No. [REDACTED]			
5	YOGESH ARYA Designated Partner Of LILAH PROJECT REALTY TWO LLP , Father Name:Ratan Prakash Arya, Age: 49, Marital Status: ,Gender:Male,Occupation: Business, resident of Farm No. 59, Khasra No. 63 and 65, Prakriti Marg, Sultanpur Farms, South Delhi, Gadaipur, South Delhi, Delhi, 110030, PAN No. [REDACTED]			
6	YOGESH ARYA Designated Partner Of LILAH PROJECT REALTY TWO LLP , Father Name:Ratan Prakash Arya, Age: 49, Marital Status: ,Gender:Male,Occupation: Business, resident of Farm No. 59, Khasra No. 63 and 65, Prakriti Marg, Sultanpur Farms, South Delhi, Gadaipur, South Delhi, Delhi, 110030, PAN No. [REDACTED]			
7	ABHAY GARG Designated Partner Of LILAH PROJECT REALTY TWO LLP , Father Name:Mr. Pawan Marg, Age: 42, Marital Status: ,Gender:Male,Occupation: Business, residing at F-2, Bandh Road, Radhey Mohan Drive, Gadaipur, Gadaipur, South Delhi, Delhi, 110030, PAN No. [REDACTED]			
8	ABHAY GARG Designated Partner Of LILAH PROJECT REALTY TWO LLP , Father Name:Mr. Pawan Marg, Age: 42, Marital Status: ,Gender:Male,Occupation: Business, residing at F-2, Bandh Road, Radhey Mohan Drive, Gadaipur, Gadaipur, South Delhi, Delhi, 110030, PAN No. [REDACTED]			

Witness:

I/We Individually/Collectively recognize the First Party, Second Party,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Sunil Yeshwant Majik, Age: 45, DOB: , Mobile: 9404314546 , Email: , Occupation: Service , Marital status : Married , Address: 403503, 105 Sonarbhat Ladferm Latambarcem Bicholim Goa, 105 Sonarbhat Ladferm Latambarcem Bicholim Goa, Latambarcem, Bicholim, North Goa, Goa			
2	Name: Deepraj Ajit Keni, Age: 40, DOB: , Mobile: 9890666249 , Email: , Occupation: Service , Marital status : Unmarried , Address: 403602, F.No.G-2/5 , F.No.G-2/5 , Arco Aires, Fatorda, Margao, Salcete, South Goa, Goa			

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Sub Registrar

*[Handwritten Signature]*

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Book :- 1 Document  
Registration Number :- BRZ-1-5542-2024  
Date : 15-Oct-2024



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

SUB-REGISTRAR  
BARDEZ



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of the original  
Benaulkar*



Reg. no. 3649/2024  
Dated :- 21/10/2024

