

2024 - BCH-362

14-03-2024



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



STAMP DUTY CERTIFICATE

ENDORSEMENT

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

Stamp Duty Of : [REDACTED]

**PAID VIDE E-RECEIPT NO 202400197921 DATED :12-Mar-2024,
IN THE GOVERNMENT TREASURY.**



Ramdas
15/03/2024
Sub Registrar

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

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Conveyance - 22
PRE REGISTRATION NUMBER	:	202400016078
DOCUMENT SERIAL NUMBER	:	2024-BCH-362
DATE OF PRESENTATION	:	14-Mar-2024
DOCUMENT REGISTRATION NUMBER	:	BCH-1-357-2024
DATE OF REGISTRATION	:	15-Mar-2024
NAME OF PRESENTER	:	ERRICHTER INFRA PRIVATE LIMITED REPRESENTED BY ITS DIRECTOR MR. RAKESH RAMDAS GUPTA
REGISTRATION FEES PAID	:	[REDACTED]
PROCESSING FEES PAID	:	[REDACTED]
MUTATION FEES PAID	:	[REDACTED]







**Government of Goa
Directorate of Accounts**

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



Echallan No. 202400197921

e-Receipt

Department: **10 - NOTARY SERVICES**

Echallan Date: 12/03/2024 15:52:40

Name and Address of Party :

ERRICHTERINFRA | 9869521793
LODHA EXCELUS 3 RD FLOOR APOLLO MILLS COMPOUND NM
JOSHI MARG MAHALAXMI MUMBAI

Service:

Stamp Duty

Amount

Stamp Duty

Total Amount :

Department Data:

202400016078 NOTARY|202400016078 NOTARY

Bank ref No:

CPADPSPMV5

Status:

Success

Payment Date:

12/03/2024 19:16:21

Payment Gateway:

SBI_MOPS

2024-BCH-362

Print Date: 13/03/2024 13:39:19

14/03/2024

DEED OF SALE







This Deed of Sale ("Deed") made at Bicholim, Goa this 12th day of March 2024 ("Execution Date") by and:

BETWEEN

Karapur Estates Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at Vaibhav Apartments, Vidya Nagar Colony, Miramar, Panaji, Goa 403 001 and having CIN U01122GA1998PTC002501 and PAN: A [REDACTED] represented by its ^{Authorized} Signatory **Mrs. Nadia De Almeida**, daughter of Joao Mariano De Almeida aged 36 years, married, occupation Service, holder of PAN Card No. [REDACTED] Aadhaar Card No. [REDACTED] Phone No. [REDACTED] resident of c/o. Joao Mariano De Almeida, Sanjay School road, Pundalik Nagar, near Sanjay School, Alto Porvorim North Goa, 403521 who has been duly authorized by the Board Resolution dated 7th July 2023, hereinafter referred to as the "Vendor" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the **FIRST PART**;

AND

Errichter Infra Private Limited, a company incorporated under the Companies Act, 2013, having its office at 701 Unit, 7th Floor, 1 Aerocity Building, NIBR Compound, Mohili Village, Sakinaka, Safed Pool, Mumbai - 400072, having CIN U70109MH2022PTC377582 and PAN [REDACTED] represented by its Director, Mr. Rakesh Ramdas Gupta, son of Ramdas Gupta, aged 41 years, married, Occupation : Service, holder of PAN Card No. [REDACTED], Aadhaar Card No. [REDACTED] Phone No. [REDACTED], resident of H-18/504, Rustomjee Evershine Global City, Virar West, Vasai Virar Municipal Corporation, Palghar 401 303, who has been duly authorized by the Board Resolution dated 16th January 2024, hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors in title and assign/s) of the **OTHER PART**.

The Vendor and the Purchaser are hereinafter collectively referred to as the "Parties" and individually as the "Party".

Both the Parties are Indian entities incorporated under the provisions of the Indian Laws.

WHEREAS:





A. The Vendor has represented, assured and warranted to the Purchaser as follows:

(i) The Vendor is the sole and absolute owner of and is well and sufficiently entitled to and is seized and possessed of all those pieces and parcels of (i) non-agricultural land bearing Survey No. 148/0 admeasuring 426480 square meters or thereabouts also known as "Vadachi Ghat" (hereinafter referred to as the "Land 1", and (ii) land bearing Survey No. 176/1 totally admeasuring 148260 square meters (wherein an area admeasuring 109474 sq. meters has been granted non-agricultural use in the manner as set out below) or thereabouts also known as "Satonache Mal" (hereinafter referred to as the "Land 2", aggregately admeasuring about 574740 square meters and situated at Village Carapur, Taluka Bicholim, Goa (hereinafter referred to as "the said Property"). The said Property is more particularly described in the Schedule hereunder written and is delineated in red colour on the plan annexed herewith as Annexure "A² Colly".

(ii) The Vendor is in continuous, unfettered, exclusive and uninterrupted possession the said Property and no other person has or have made any claim of any possessory, occupancy or tenancy rights or any right whatsoever in respect of the said Property or any part/s thereof.

(iii) The Vendor has a free, clear and marketable title to the said Property, free from all Encumbrances. The Vendor has good right, full power and absolute authority to sell, transfer and convey all its right, title and interest in the said Property to the Purchaser, as contemplated herein without any impediment of any nature whatsoever. The Vendor or anyone on behalf of the Vendor has not taken any deposit/earnest money/advance from any person and the right of the Vendor to sell and/or transfer the said Property to the Purchaser and to handover vacant physical possession thereof is not jeopardized, affected, restricted due to any reason whatsoever. The Vendor hereby agrees to indemnify and keep indemnified the Purchaser against any third party claims of whatsoever nature in respect of the said Property and / or any part thereof.

(iv) All information which would be material to the Purchaser for the purposes of consummating the transaction contemplated herein has been made available and disclosed to the Purchaser and the same is not incomplete and/or misleading in any manner. The Vendor has not





omitted to disclose to the Purchaser any material facts and documents in respect of the said Property. The Vendor is not in possession of any other document and does not have knowledge of any facts or circumstances in respect to the said Property, other than those disclosed to the Purchaser.

- (v) The Vendor and/or its predecessors-in-title have not, at any time heretofore, made, done, executed, committed or omitted or knowingly or willingly committed, suffered or been party to or privy to acts, deeds, matters and things by which (a) the Vendor is prevented from conveying, transferring, assigning, assuring and confirming the said Property; and/or (b) the Purchaser's right, title and interest in the said Property or any part thereof is affected prejudicially.
- (vi) The said Property or any part/s thereof is neither the subject matter of any pending suit, revenue proceeding, tax proceeding, insolvency proceedings, appeal, petition, arbitration, mediation, conciliation, judicial, quasi-judicial, administrative proceedings, lis pendens etc. in any court, tribunal or before any Government Authority, against the Vendor and/or in which the right, title, interest and entitlement of the Vendor to the said Property or any part thereof and/or the development potential of the same is adversely affected or is likely to be adversely affected nor the same is the subject matter of any prohibitory order or attachment either before or after judgment subsisting in respect thereof.
- (vii) The Vendor has not received or been served with any decree, order / notice of injunction or attachment before or after judgment, writ of summons from any Court of law or other judicial authorities, nor has it received or been served with any notice, circular, notification or otherwise from any person or persons, authority or authorities of Government, Semi-Government, public or local bodies whereby or by reason whereof the Vendor is prevented from selling, transferring and conveying the said Property or any part/s thereof.
- (viii) All taxes, charges, levies, land revenue, municipal dues, government dues, penalties and third party liabilities, including any interest and Goods and Services Taxes thereon, pertaining to the said Property and every part thereof have been paid in full upto date and nothing is due and payable towards the same. In the event any demands are raised by any





authority or person in respect of the said Property or any part/s thereof for the period till the Execution Date and the Vendor fails to make payment of the same within the stipulated time frame of such demand, if any, mentioned therein and / or as per the applicable law, then the Purchaser shall be entitled to pay such outstanding amount and deduct / adjust the same from the subsequent Tranche that becomes payable to the Vendor in pursuance of this Deed. The Vendor hereby agrees to indemnify and keep indemnified the Purchaser against the same.

- (ix) Neither the Vendor nor any predecessor-in-title nor anyone on its behalf has/have entered into any commitment or arrangement or understanding of any nature with any other person or party creating any right, interest or encumbrances of any nature in respect of the said Property and/or any part thereof, including but not limited to executing any memorandum/s of understanding or agreement/s for sale or any other writings in respect of the said Property or any part thereof and/or executing any power/s of attorney authorizing sale / transfer of the said Property or any part thereof or taking any deposit in the form of earnest money or otherwise in respect of sale / transfer of the said Property or any part thereof to any third party.
- (x) The said Property is held as a capital asset in the books of accounts of the Vendor.
- (xi) The said Property is not declared as surplus vacant land under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act") (since Repealed). No notice or order has been issued by the Competent Authority under the provisions of any of the land ceiling laws in respect of the said Property or any part thereof. The said Property is not subject to the provisions of any ceiling laws.
- (xii) The Vendor has completed site fencing of the said Property by barbed wire and there are no disputes as regards the demarcation and boundary/ies of the said Property and/or any part thereof. The Vendor has constructed a 15 - 20 meter wide access road ("Access Road") leading to the said Property. The said Access Road is delineated in blue colour boundary line in the plan annexed hereto as Annexure A. The said Property has full and free legal means of access through the Access Road





without any obstruction or hindrance or any third party rights or claims of any nature whatsoever.

- (xiii) No notice, letter or correspondence has been received by the Vendor or its predecessors – in- title from, any Government Authority in respect of the prior title documents of the said Property or any part/s thereof not having been duly stamped and registered and/or in respect of any claims, arrears, demands, etc. towards stamp duty and/or registration charges in respect of any of the title documents in respect of the said Property or any part/s thereof. In the event, any such demand is raised in respect of the said Property and / or any part thereof to the Purchaser for the period prior to the Execution Date, then the Vendor shall bear the same at its sole cost and expenses or the Purchaser shall be entitled to deduct / adjust the same from the Sale Consideration payable to the Vendor.
- (xiv) The Vendor has not received any notice/claim nor has any knowledge of such notice/claim from any third party, Government Authority, etc. which may prejudicially affect the right, title and interest of the Purchaser to the said Property or any part thereof and / or hamper the development potential thereof in any manner whatsoever.
- (xv) the said Property or any part thereof is not subject to any further road setback or reservations or proceeding/s relating to acquisition or requisition under the Applicable Law. The said Property is not affected by any notice of acquisition or requisition for any public purpose by any Government Authority and there are no claims, demands and requisitions with respect to the said Property or any part thereof.
- (xvi) There are no winding up notice/s against the Vendor nor any winding up petition is filed against the Vendor. Neither a provisional liquidator nor a court receiver has been appointed in respect of the said Property or part thereof.
- (xvii) The said Property or any part thereof is not affected by tribal/ adivasi/ minors or any such issues/restrictions.
- (xviii) The Vendor and its predecessors in title (a) have obtained all requisite approvals, as any be required under Applicable Laws, for effectuating





transfer of the said Property; and (b) have not breached any terms and conditions as stated under any orders/permissions/approvals, if any, in respect of the said Property, or any other law. The Vendors declare and confirm that there are no restrictive covenants running with the said Property or any part thereof under any Applicable Laws including but not limited to the provisions of the Prevention of Money Laundering Act, 2002. As of the date hereof, no action/s, enquiry/ies, investigation or proceeding/s of any nature whatsoever is/are pending against the Vendor or its predecessors in title in respect of the said Property or any part/s thereof.

- (xix) The said Land 1 falls entirely under Settlement Zone and no part thereof falls under no-development zone in any manner whatsoever. The said Land 2 partially falls under 'partly settlement zone, partly natural cover with irrigation command area, Party paddy field with irrigation command area and No Development Slope and 10.00 mts. Wide proposed road passing through the said Land 2'.
- (xx) FSI of 0.8 is available in respect of the said Property.
- (xxi) The said Property is contiguous and is accessible from the Access Road.
- (xxii) Save and except the canals and the regional plan roads as delineated in plan annexed hereto as Annexure - A hereto, the said Property is not water logged and there are no village roads, pathways, nallas, wells, religious structures/ sites, canals, gas pipelines etc. on or passing through the said Property.
- (xxiii) The said Property is not being put to use for manufacturing of any chemicals. There are no hazardous chemicals, materials stored on the said Property or any part thereof which could affect the construction and development by the Purchaser.
- (xxiv) There are no restrictions which may prevent the Purchaser to undertake the purchase and/or development of the said Property or any part thereof. The Vendor represents that the Purchaser may upon obtaining necessary permissions/ sanctions undertake and carry out residential/mixed-use/ of







by whatever name called, with clear and marketable title, free from any encumbrances of whatsoever nature, subject to the terms and conditions agreed between the Parties.


- E. Vendor has furnished all the title documents to the Purchaser in respect of the said Property. Purchaser has undertaken necessary due diligence and on the strength of such due diligence and relying on the statements, representations, declarations, assurances, warranties, undertakings and indemnities made and given by the Vendor to the Purchaser, the Purchaser has agreed to purchase and acquire the said Property free from all and any encumbrances, at and for the total consideration and on the terms and conditions as is more particularly recorded hereinafter.
- F. The Parties are now desirous of recording the sale, transfer and conveyance of the said Property and the terms and conditions agreed between them in the manner hereinafter appearing.

NOW THIS SALE DEED WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD AND CONFIRMED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The recitals, schedules and annexures shall form an integral part of this operative part as if the same were incorporated herein. The capitalized terms used in this Sale Deed shall have the meaning ascribed to them below:
 - 1.1. "Allottees" shall mean and include any Person(s) to whom the Premises are sold / allotted and/or agreed to be sold / allotted under the Project to be promoted by the Purchaser on the said Property.
 - 1.2. "Applicable Laws" shall mean all laws, acts, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority and/or of any statutory or judicial authority in India as may be applicable to the said Property and/or the Parties.
 - 1.3. "Encumbrance" shall mean any of the following relating to the said Property and/or any part thereof:





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- a) encroachment, easement rights, acquisition, attachment (in the decree of the court or of the Income Tax Department or any other departments of any Government Authority or of any other person or entity), lien, claims, impediment, will, lease, license, sub-license, exchange, partition, title defect, tenancy, sub-tenancy, gift, inheritance, trust, guarantee for recovery of loan etc. to any person or persons/banks/financial institutions or any other third party whereby the right of the Vendor to sell the said Property is affected; or
- b) memorandum of understanding, development agreement, joint venture agreement, title retention agreement, power of attorney, conducting agreement, plot allotment or sale documents or any other similar agreement/document of any nature whatsoever creating a third party right; or
- c) litigation, proceedings, disputes, legal or regulatory restrictions, default notice / claim by any person/ Government Authority of Applicable Laws or any rule, regulation or guidelines, mortgage, pledge, equitable interest, assignment by way of security/ guarantee, conditional sales contract, hypothecation, right of other persons, security interest, interest, option, charge, commitment, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

1.4. "Government Authority" shall mean any national, state, provincial, government or government department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any non-governmental regulatory or administrative authority including Real Estate Regulatory Authority, authorities, office of the collector, revenue authority, local and municipal authorities, Town and Country Planning Authority, mamlatdar office, Village panchayat, forest department, irrigation department, health and sanitation department and / or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body, income-tax authorities, direct/indirect tax authorities, custom/ excise authorities to the extent that the rules, regulations and standards, requirements,





procedures or orders of such authority, body or other organization having the force of law.

- 1.5. **“Person”** shall mean and include any natural person, trust, firm, company, Government Authority, joint venture, association, limited liability partnership, partnership, trust, society, Hindu Undivided Family or other entity (whether or not having separate legal personality).
- 1.6. **“Premises”** shall mean and include the plots / units to be carved out by the Purchaser from the said Property during the course of implementation of the proposed / mixed use / residential project to be promoted by the Purchaser, together with any constructed area, development rights, development potential, amenities, and facilities that may be provided by the Purchaser to the Allottees.
- 1.7. **“Project”** shall mean the development of the said Property by the Purchaser and/or its nominee/s and/or assignee/s.
- 1.8. **“Property”** shall have the meaning ascribed to it in Recital A(i) above.
- 1.9. **“Revenue”** shall mean and include all amounts, proceeds and revenue received from the sale, allotment or any other method of disposal or transfer of the Premises to Allottees, but shall exclude Statutory Pass Through Charges, applicable Goods and Services Tax and other taxes and levies, and refunds to be made on account of any cancellation of allotment of Premises in the Project to Allottees.
- 1.10. **“Sale Consideration”** shall have the meaning ascribed to it in Clause 2 below.
- 1.11. **“Statutory Pass Through Charges”** shall mean the following amounts:
- (a) Advance maintenance charges, common area maintenance charges, and any other amounts collected from the Allottees, which are to be handed over to the Association;
 - (b) Corpus towards building maintenance charges and common area maintenance charges, which is to be handed over to the Association;
 - (c) Deposit for installation of utilities collected from the Allottees; and





(d) Any other amounts collected from the Allottees to be handed over to the Association in terms of Applicable Law.

1.12. "TDS" shall mean tax required to be deducted at source from the Sale Consideration in accordance with the applicable provisions of the Income-tax Act, 1961.

1.13. "Tranche I", "Tranche II", "Tranche III", "Tranche IV", "Tranche V" and "Tranche VI" shall have the meaning ascribed to them in Clause 3 below.

2. In consideration of the aggregate sum of [REDACTED] [REDACTED] [REDACTED] ("Sale Consideration") to be paid by the Purchaser to the Vendor, in the manner appearing hereunder (subject to deduction of TDS at applicable rates), the Vendor doth hereby grant, sell, assign, release, transfer, convey and assure unto the Purchaser and the Purchaser, relying on the representations, warranties, declarations, undertakings, indemnities and assurances given by the Vendor and believing them to be true, correct and complete in all respects, hereby purchases from the Vendor, with clear and marketable title, free from any encumbrances of whatsoever nature, the said Property together with all rights appurtenant thereto, including but not limited to the entire development potential thereof, by whatever name called, (collectively referred to as the "Property" and is more particularly described in the Schedule I and Schedule II hereunder written) **TOGETHER WITH** all the rights, title, interest, ownership, possession, claim, demand and all the rights, benefits, privileges and advantages in and to the said Property and every part thereof **ALSO TOGETHER WITH** all and singular houses, out-houses, edifices, slopes, orchards, courts, buildings, yards, areas, compound, sewers, ditches, fences, trees, drains, ways, paths, wells, waters, water-courses, plants, lights, liberties, privileges, easement, profits, advantages, rights, members and appurtenances whatsoever to the said Property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto **AND ALL** the estate, right, title, interest, use, inheritance, possession, benefit, claim and demand whatsoever at law or in equity or otherwise of the Vendor in, to, out of or upon the said Property hereby conveyed and every part thereof **TO HAVE AND TO HOLD** all and singular the said Property hereby granted, released,



SEAL OF THE COURT

conveyed and assured or intended or expressed so to be with its rights, members and appurtenances unto and to the use and benefit of the Purchaser forever **SUBJECT HOWEVER** to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable in respect of the said Property or hereafter to become payable to the local Panchayat / Municipal Corporation or the Government of Goa or the land revenue authorities or any other public body or authority in respect thereof.

3. The total Sale Consideration of [REDACTED] [REDACTED] Only) will be paid by the Purchaser to the Vendor in six tranches (subject to deduction of TDS) in the following manner, provided that the aggregate payout in these tranches shall not exceed the sum equal to the Sale Consideration:

3.1. Tranche I, being the sum of [REDACTED] [REDACTED] has been paid by the Purchaser to the Vendor prior to the execution hereof (the payment and receipt whereof the Vendor hereby admits and acknowledges and discharges the Purchaser therefrom forever);

3.2. Tranche II, being the sum of [REDACTED] [REDACTED] only) less TDS as set out in Clause 3.3. below i.e. [REDACTED] [REDACTED] has been paid by the Purchaser to the Vendor simultaneously with the execution hereof (the payment and receipt whereof the Vendor hereby admits and acknowledges and discharges the Purchaser therefrom forever);

3.3. TDS calculated at 1% of the total Sale Consideration, i.e. a sum of [REDACTED] [REDACTED] has been deducted from Tranche II above by the Purchaser at the time of execution of this Deed and will be deposited with the Income Tax Department to the credit of the Permanent Account Number of the Vendor within the timeframe prescribed under the Income-tax Act, 1961 for the same.





3.4. Tranche III, being a sum equivalent to [REDACTED] of the Revenue collected till such date or [REDACTED] [REDACTED] whichever is higher, will be paid by the Purchaser to the Vendor on completion of 6 (six) months from the registration of these presents.

3.5. Tranche IV, being a sum equivalent to [REDACTED] of the Revenue collected from the payment of Tranche III or [REDACTED] [REDACTED], whichever is higher, will be paid by the Purchaser to the Vendor on completion of on completion of 12 (twelve) months from the registration of these presents.

3.6. Tranche V, being a sum equivalent to [REDACTED] of the Revenue collected from the payment of Tranche IV or [REDACTED] [REDACTED], whichever is higher, will be paid by the Purchaser to the Vendor on completion of 18 (eighteen) months from the registration of these presents.

3.7. Tranche VI, being the balance amount, if any (i.e. total Sale Consideration minus the aggregate sum of Tranche I to Tranche V above), will be paid by the Purchaser to the Vendor on completion of 24 (twenty four) months from the registration of these presents.

4. From the Execution Date, the Purchaser shall be entitled to obtain financial facility/ies against the security of the said Property or any part/s thereof without any permission or no-objection from the Vendor. The Vendor shall not have any charge, lien on the said Property and/or any part/s thereof in respect of any of the tranches of the Sale Consideration that remains unpaid. The Vendor shall, without assuming any liability or obligation towards the Purchaser's lender, assist and co-operate with the Purchaser in obtaining any financial facility/ies and in creating mortgage on the said Property and/or any part/s thereof, including but not limited to executing appropriate documents as may be required by the Purchaser's lenders. In pursuance thereof, the Vendor has issued its No Objection Certificate for creation of mortgage on the said Property.

5. Simultaneously with the execution of this Deed, the Vendor has handed over and Purchaser has received the title documents more particularly listed in Annexure "C" in respect of the said Property. The Vendor represents that the original





documents as mentioned in Annexure C are the only originals available with the Vendor.

6. On and from the Execution Date of this Deed, the Vendor shall not do or omit to do or cause to be done or omitted, any act, deed, matter or thing which may prejudicially affect the right, title and interest of the Purchaser to the said Property or any part thereof and / or diminish or extinguish the development potential of the Project in any manner whatsoever.
7. The Vendor shall be and shall always remain responsible for all claims, demand/litigations, made by any person and/or Government Authority into/upon the said Property or any part thereof at any time hereinafter in respect to the events pertaining to the period prior to the Execution Date. In the event of any claim/demand being made upon the said Property or any part thereof and/or any litigation being initiated in respect thereof, it shall be the responsibility of the Vendor to settle/resolve the same and rectify any defect in the title, at its own cost/s and expense/s and the Vendor hereby indemnifies and keeps indemnified, the Purchaser against the same.
8. Without prejudice to any other right or remedy available to the Purchaser, the Vendor shall at its own cost and expense rectify/resolve the title defects, disputes, litigations, charges and / or Encumbrances in the title of the said Property (if any) including but not limited to all third party liabilities (if applicable) etc. in respect to the events pertaining to the period prior to this Deed and bear all the costs, expenses and taxes that may arise with respect clearing such defects in the said Property or any part thereof. The Vendor shall bear all cost, expenses and taxes that arise on account of any Encumbrances, third party liabilities, claim/demand by Government Authority in respect of the said Property which may arise for the period up to the Execution Date.
9. The Vendor shall bear and pay all outgoings related to the said Property including unpaid taxes, dues, municipal dues, penalties etc., if any, payable for the period upto the date of this Deed, even if the same becomes payable after the Execution Date of this Deed.
10. All outgoings, levies, charges, assessments, cess, taxes including N.A. assessments, other assessments, water charges, electricity charges or any other amount payable and all other government charges whatever name called to any





authority in respect of the said Property pertaining to period up to the Execution Date of this Deed shall be borne and paid by the Vendor. The Purchaser shall be liable to bear and pay all outgoing, property taxes, levies, charges, assessments, cess, taxes payable and all other government charges whatever name called in respect of the said Property, from the execution hereof.

11. In the event any representation or warranty of the Vendor turns out to be incorrect incomplete, misleading or partially incorrect or is challenged, the Vendor shall rectify the same at its own costs and expenses and the Purchaser shall remain indemnified by the Vendor for the same.
12. It is agreed between the Parties that in the event the said Property or any part/s thereof become the subject matter of any Encumbrances, defects, claims, suits, litigations and proceedings due to any events prior to this Deed, then within 15 (fifteen) days from the date of the Purchaser informing the Vendor of such Encumbrances, defects, claims, suits, litigations and proceedings, the Vendor shall resolve the same in such a manner that the construction, development, marketing of the Project to be developed by the Purchaser on the said Property is not adversely impacted. Further, if the Vendor fails to cure any such Encumbrances, defects, claims, suits, litigations and proceedings within the cure period aforementioned, then the Vendor shall be liable to pay all amounts/losses incurred/ suffered by the Purchaser, failing which the Purchaser shall be entitled to adjust/ recover all amounts/losses incurred/ suffered by them from the Vendor. It is clarified that any amount that the Purchaser would be entitled to recover from the Vendor shall be in terms of clause 13 below.
13. In the event of delay or default on part of the Vendor to perform any of its obligations under this Deed, the Purchaser shall, at its sole discretion and without prejudice to any of its rights and entitlements hereunder and/or under the Applicable Laws, be entitled to perform such obligations on behalf of the Vendor after intimating the Vendor in writing. The Purchaser shall be entitled to deduct or adjust the cost incurred for performance of such obligations from the outstanding Sale Consideration. It is clarified that the exercise of this right / entitlement by the Purchaser shall not absolve the Vendor from any of its other obligations under this Deed.
14. The sale, transfer, conveyance and assignment of the said Property (collectively, "sale") by the Vendor to the Purchaser hereunder is absolute, irrevocable and





without any restrictions of whatsoever nature, notwithstanding that certain portion out of the Sale Consideration will remain outstanding on the date of execution hereof. Upon execution and registration of this Deed, the Vendor shall have no charge, lien, claim or encumbrance on the said Property or any part/s thereof including as regards the balance Sale Consideration that would remain payable to the Vendor as contemplated herein. The Vendor hereby expressly and irrevocably waives off the charge for the unpaid amount out of the Sale Consideration and any interest thereon contemplated under Sub-Clause (4) of Section 55 of Transfer of Property Act, 1882 or any other law for the time being in force.

15. The Parties hereby agree that any claim of the Vendor in respect of the unpaid amount of the Sale Consideration, shall be borne and paid solely by the Purchaser.
16. Simultaneously with the execution hereof, the Vendor has handed over to the Purchaser quiet, vacant and peaceful possession of the said Property.
17. The Vendor doth hereby for itself and its successors and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming, by, from, through under or in trust for it or any of them made, committed, omitted or willingly suffered to the contrary, the Vendor has in itself good right, full power and absolute authority to convey and assure all its right, title and interest in the said Property, hereby granted, released, assured, conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and that no other person or party has any right, title, claim or demand over or upon all its' right, title and interest in the said Property, or any part thereof either by way of sale, mortgage, charge, trust, inheritance, pledge, lien or otherwise.
18. It shall be lawful for the Purchaser from time to time and at all times hereafter, peaceably and quietly to hold, enter upon, occupy or possess and enjoy the said Property hereby conveyed with all appurtenances and receive proportionate rents, issues and profits thereof and every part thereof for its own use and benefit in the manner as deemed fit by the Purchaser without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Vendor or its successors and/or nominees and/or assigns and/ or any person or persons claiming from under or in trust for it.





19. The Purchaser shall hold the said Property free and clear and freely and clearly and absolutely exonerated, and forever relieved and discharged or otherwise by the Vendor and well and sufficiently kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, executed occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, under or in trust for them or either of them.
20. The Vendor has assured the Purchaser that the representations, declarations and warranties made by it herein are all true, correct and complete and no part thereof is false or incorrect and Vendor is aware that the Purchaser has agreed to acquire the said Property from the Vendor pursuant to relying on the same.
21. The Vendor shall, save, defend and indemnify and keep saved, defended and indemnified the Purchaser, it's Directors, employees, officers, etc. of, from and against all claims, demands, notices, proceedings, suits and/or actions that the Purchaser may be made liable to pay, suffer or incur on account of any of the Vendor's statements, declarations, representations, assurances, and/or warranties made by the Vendor turning out to be wrong, false, inaccurate or incorrect and/or on account of partial or non-disclosures by the Vendor and/or on account of any defect in the title to the said Property or any part/s thereof and/or the Vendor failing to comply with any of its duties and obligations mentioned in this Deed and/or on account of the title of the Vendor to the said Property being affected on account of the Vendor not having custody of any of the original title deeds pertaining to the said Property or any part/s thereof.
22. The Vendor and / or any person or persons claiming from under or in trust for it having or claiming any estate, right, title or interest in the said Property hereby conveyed or any part thereof shall and will from time to time and at all times hereafter do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever including without limitation executing various documents including without limitation Applications, Affidavits, Declarations, Indemnities, Irrevocable Powers of Attorney, etc. for better and more perfectly and absolutely granting the said Property and every part thereof hereby conveyed unto and to the use of the Purchaser in the manner aforesaid as shall and may be required by the Purchaser or it's Advocates and Solicitors.





23. Simultaneously with the execution hereof, the Vendor has agreed to execute an Irrevocable Power of Attorney appointing the Purchaser as its lawful attorney in respect of the said Property.

24. This Deed shall supersede all prior agreements and understandings between the Parties.

25. It is agreed between the Parties that the (i) the stamp duty and registration charges payable upon these presents shall be borne and paid in full by the Purchaser alone, (ii) the Parties shall simultaneously with the execution hereof, present this Deed for registration with the Office of the Sub-Registrar of Assurances at Bicholim, Goa and respectively admit execution hereof and do all such acts, deeds and things as are required to duly register these presents in accordance with the provisions of Indian Registration Act, 1908, and (iii) the original registered Sale Deed shall be retained by the Purchaser and a certified true copy thereof shall be provided to the Vendor.

26. The Vendor and the Purchaser hereby declare that the said Property in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

27. The details and particulars of the Permanent Account Number of the Vendor and the Purchaser as required under Rule 114B of the Income Tax Rules, 1962 are as under:

Vendor:

Karapur Estates Private Limited

PAN No.

[REDACTED]

Purchaser:

Erichter Infra Private Limited

PAN No.

[REDACTED]

28. The true and correct market value of the said Property and the value as per this Deed is [REDACTED]
[REDACTED]
[REDACTED] accordingly, the present Sale Deed is executed on a Paper franked with Stamp Duty of [REDACTED]
[REDACTED] being the correct stamp duty payable under the law, as applicable in the State of Goa. All expenses towards payment of stamp duty, registration charges, etc. for execution and registration of this Sale Deed has been borne and discharged by the Purchaser herein.





IN WITNESS WHEREOF the Parties have hereunto subscribed their hands the day and the year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:
(Description of the said Land 1)

All those pieces and parcels of non-agricultural land bearing Survey No. 148 Hissa No.0 admeasuring approximately 426480 square meters which is of the property known as "Vadachi Ghat", situated at Village Carapur, Taluka Bicholim, Goa

On the East: By Survey No 146 147 140 and 214 of Village Carapur Bicholim Goa
On the west: By Survey No 169 and 170 of Village Carapur Bicholim Goa
On the north: Partly by Village Boundry of Sarvan and Partly by Survey No 146 of Village Carapur Bicholim Goa
On the south: Partly by Survey No 176 Sub-Division 1 belonging to Karapur Estates Pvt. Ltd.

The value of the aforesaid survey number under this Deed is [REDACTED]

only).

(Description of the said Land 2)

All those pieces and parcels of land bearing Survey No. 176 Hissa No.1 admeasuring approximately 148260 square meters (wherein an area admeasuring 109474 sq. meters has been granted non-agricultural use) which is of the property known as "Satonache Mal", situated at Village Carapur, Taluka Bicholim, Goa

On the East: Partly by Survey No 167 168 and 178 of Village Carapur Bicholim Taluka
On the west: Partly by water Body and Partly by Survey no 170 175 of Village Carapur Bicholim Goa
On the north: Partly by Survey No 148 Sub Division 0 Belonging to Carapur Estates Pvt. Ltd.
On the south: Partly by Water Body and Partly by Survey No 175 176 177 178 179 and 184 of Village Carapur Bicholim.

The value of the aforesaid survey number under this Deed is [REDACTED]

only).





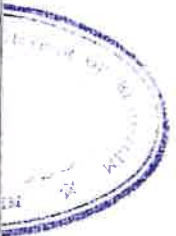


Nadia



SIGNED, SEALED AND DELIVERED
by the within named "Vendor",
KARAPUR ESTATES PRIVATE LIMITED
through the hands of its ^{Authorized} ~~Authorized~~ ^{Signatory} Mrs Nadia De Almeida
Authorized in that behalf by a Board Resolution dated
7th July 2023

)
)
)
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)
)
)
)
)
)



LEFT HAND FINGER TIP IMPRESSIONS				
RIGHT HAND FINGER TIP IMPRESSIONS				

in the presence of...

Witnesses:

1. ~~Satgun~~ *Satgun S. Dhum*
Hr NO: 2692, Dinhan Nagar
Havelim Sanguelin Goa 403505

2. *Naik*
Samiksha S. Naik
Hr. NO. 200, Near Electricity Dept -
Pale, Bicholim - Goa. 403105

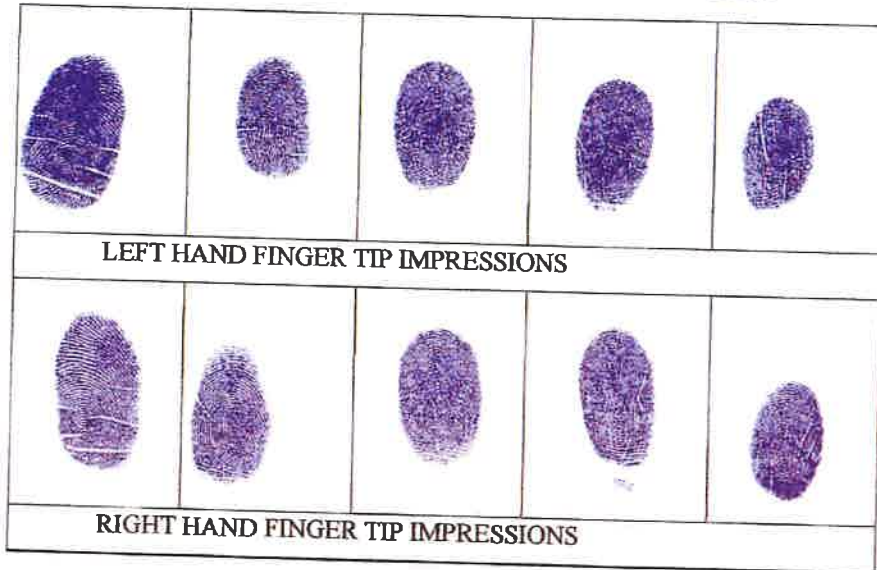




JOHN
H. ...

R Gupta

SIGNED AND DELIVERED
by the within named "Purchaser"
ERRICHTER INFRA PRIVATE LIMITED
through the hands of its Director
Mr. Rakesh Ramdas Gupta
Authorised in that behalf by a Board Resolution dated
16th January 2024



in the presence of...

Witnesses:

1. *Satgunn R. Dhume*
H. No: 2692, Dinhan Nagan
Hauvalin Saugulin Goa 403-505
2. *Saniksha S. Naik*
H. No. 200, Near Electricity Dept.
Pale, Belcholim - Goa 403105





RECEIPT

RECEIVED of and from **Errichter Infra Private Limited**, the Purchaser herein, the amount of [REDACTED] [REDACTED] only) towards Tranche I and Tranche II and TDS out of the Sale Consideration paid by the Purchaser to us in the following manner:

Payment	Payment details (cheque / RTGS)	Date	Amount (in Indian Rupees)
Tranche I	UTR No. SBIN0000509 Rf. No. HDFCR52024022783338468	27.02.2024	[REDACTED]
Tranche II	000004	06.03.2024	[REDACTED]
1% TDS	Online payment		[REDACTED]
Total			[REDACTED]

We say received,
For **KARAPUR ESTATES PRIVATE LIMITED**


(Director)





ANNEXURE "A" - Colly

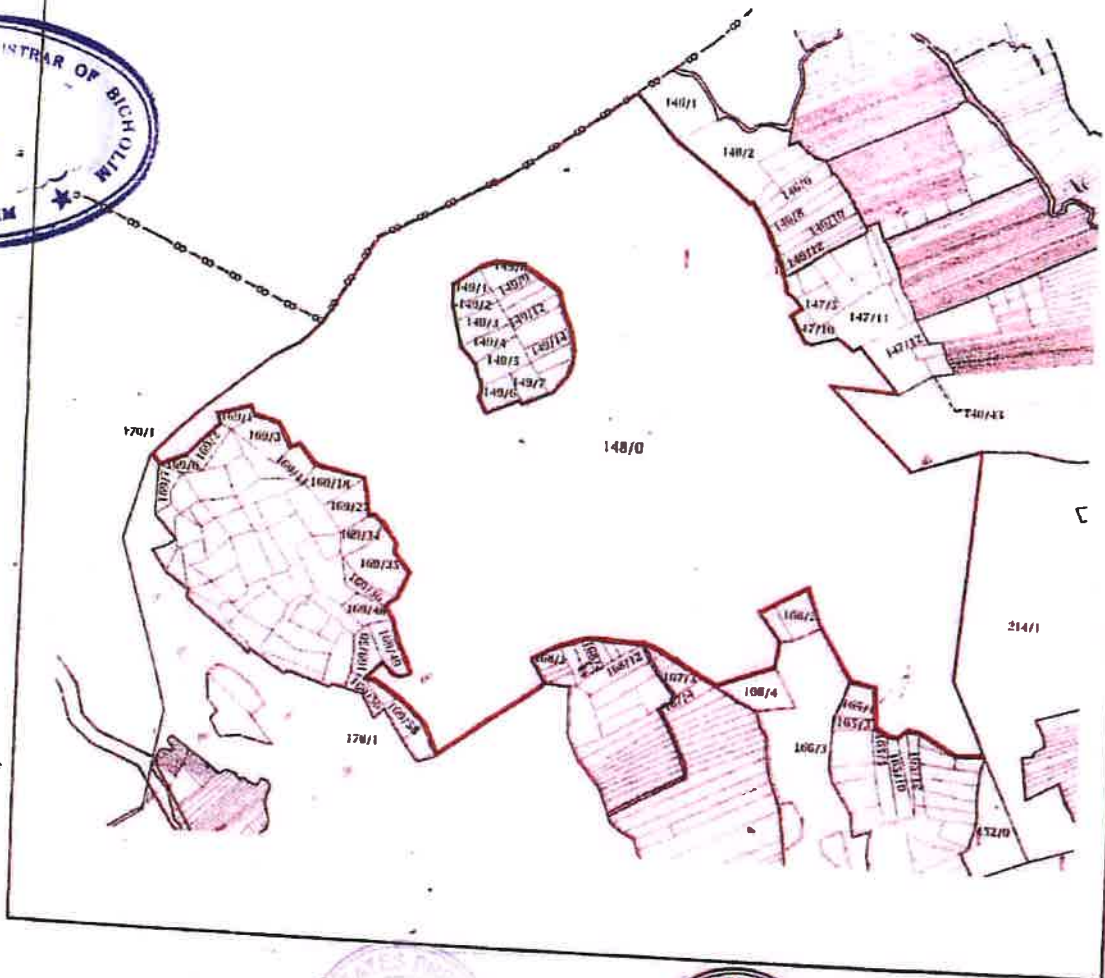


Government of Goa
Directorate of Settlement and Land records
Plan
Taluka / Village Name : BICHOLIM / Carapur
Survey / Subdiv No. : 148/0

Appln Date : 18-12-2023
Ref. No. : 2778



Scale 1:5000



Report Generated By: MANOJ NAIK

Page Size : A3

This record is computer generated on 18/12/2023 15:38:45 as per Online Ref No.2778. This record is valid without any signature as per Govt of Goa Notification No. 28/13/2015-RD/8639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>.



ANNEXURE "A" - Colly

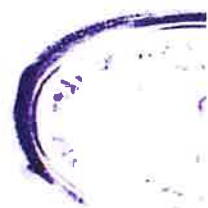


THIS MAP IS PREPARED BY AN UNQUALIFIED PERSON AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT SPECIFIED IN THE TITLE.



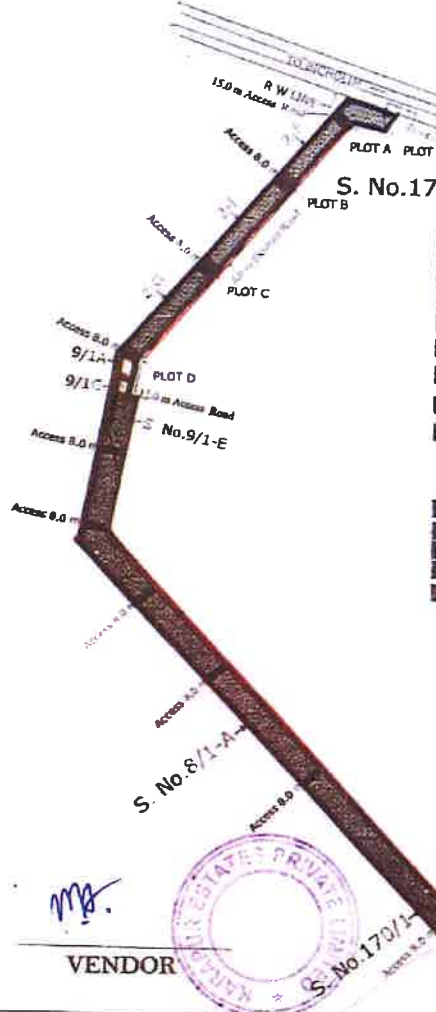
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Sheet No: 10/10/2017/100





ANNEXURE "A - Colly" Access Road Plan
touching Survey No. 148/0

Plan
Showing 20 M Road Access To The Property Bearing Survey No. 148
of Carapur Village Taluka , BICHOLIM



- Road Area in Survey No. 9/1-E is 680.0 Sqm
 - Road Area in Survey No. 8/1-A is 11580.0 Sqm
 - Road Area in Survey No. 170/1 is 515.0 Sqm
 - Road Area in Survey No. 17/2-F is 1370.0 Sqm
 - Road Area in Survey No. 17/2-I is 1326.0 Sqm
 - Road Area in Survey No. 17/2-G is 1372.0 Sqm
 - Road Area in Survey No. 9/1A is 249.0 Sqm
 - Road Area in Survey No. 9/1C is 249.0 Sqm
- TOTAL AREA 17341.0 Sqm**

Plot A - 17/2	120.0 Sqm
Plot B - 17/2	120.0 Sqm
Plot C - 17/2	120.0 Sqm
Plot D - 9/1	120.0 Sqm
Plot E - 19/2	865.0 Sqm



MA.

VENDOR



S. No. 170/1

S.No.148

Buyer

PURCHASER





No. CAD1BIC08-23-82/841
 Government of Goa,
 Office of the Collector,
 North Goa District,
 Panaji - Goa.

Dated : 19/02/2024

- Read: 1) Application dated 15/09/2023 received from Karapur Estates Private Limited, represented by Mr. Satguru R. Dhume, office at Panaji, Tiswadi Goa.
 2) Report No. MAM/BIC/CK(III)/CNV/540/2023/4267 dated 11/10/2023 from Mamlatdar of Bicholim Taluka, Bicholim Goa.
 3) Report No. DC/81111/CARAPUR/BICH/TCP/23/2338 dated 06/10/2023 from the Dy. Town Planner, Town and Country Planning Department, Bicholim/Sattari Taluka, Bicholim Goa.
 4) Report No. 8/CNV/SAT-911/DCFN/TECH/2022-23/1186 dated 05/10/2023 from Dy. Conservator of Forests, Ponda Goa.
 5) Report No. 8/CNV/34/ISLR/BICH/2023/835 dated 09/10/2023 from I.S.L.R. Bicholim, Goa.

**SANAD
 SCHEDULE-II**

(See Rule 7 of the Goa, Daman and Diu Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1969).

Whereas an application has been made to the Collector of North Goa (Hereinafter referred to as "The Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under section 32 of the Goa, Daman and Diu Land Revenue Code, 1966 (hereinafter referred to as 'the said code which expression shall, where the context so admits include the rules and orders thereunder) **KARAPUR ESTATES PRIVATE LIMITED** being the occupant of the plot registered under Survey No. 148/Q Situated at Village CARAPUR of BICHOLIM Taluka (hereinafter referred to as "The applicant, which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use the plots of land (hereinafter referred to as the "said plot" described in the Appendix I hereto, forming a part Survey No. 148/Q, admeasuring 4.26.480 sq. mts. be the same a little more or less for the purpose of **RESIDENTIAL USE.**

Now, this is to certify that the permission to use for the said plots is hereby granted, subject to the provisions of the said code, and rules thereunder, and on the following conditions, namely:-

1. **Levelling and clearing of the land** - The applicant shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted to prevent insanitary conditions.
2. **Assessment** - The Applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules there under with effect from the date of this sanad.
3. **Use** - The applicant shall not use the said land and building erected or to be erected thereon for any purpose other than **RESIDENTIAL USE**, without the previous sanction of the Collector.
4. **Liability for rates** - The applicant shall pay all taxes, rates and cesses leviable on the said land.
5. **Penalty clause** - (a) If the applicant contravene any of the foregoing provisions of the said Code, the Collector may, without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct.
 (b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or use contrary to the provisions of this grant within such time as specified in that behalf by the Collector, and on such removal or alteration not being carried out and recover the cost of carrying out the same from the applicant as an arrears of land revenue.
6. a) The Information, if any, furnished by the applicant for obtaining the Sanad is found to be false at later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the applicant.
 b) If any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the Construction/Development carried out shall be at the cost and risk of the applicants.
 c) The necessary road widening set-back to be maintained before any development in the land.
 d) Traditional access passing through the plot, if any, shall be maintained.
 e) No trees shall be cut except with prior permission of the competent authority.
7. Code provisions applicable - Save as herein provided the grant shall be subject to the provisions of the said Code and rules thereunder.



Contd...

APPENDIX - I

Sr. No.	Length and Breadth		Total Superficial Area	Forming (part of Survey No. or Hissa)	BOUNDARIES				Remarks
	North to South	East to West			North	South	East	West	
1	-	-	4,26,480 sq. mts.	Sy. No. 148/0	Sy. No. 148	Sy. No. 168/1, 168/4, 168/12, 167/3, 167/4, 168/4, 168/2, 168/3, 165/1, 165/3, 165/5, 165/10, 165/12, 162/0 & 178/1	Sy. No. 148/1, 148/2, 148/6, 148/8, 148/10, 148/12, 147/5, 147/10, 147/11, 147/12, 140/43 & 214/1	Sy. No. 170/1, 169/7, 169/8, 169/2, 169/1, 169/3, 169/11, 169/18, 169/27, 169/34, 169/35, 169/36, 169/48, 169/49, 169/50, 169/56, 169/58	NIL



Remarks:-

1. The applicant has paid conversion fees and fine of Rs. 7,67,66,400/- (Rupees Seven Crore Sixty Seven Lakh Sixty Six Thousand Four Hundred Only) vide Challan No. 202400151487 dated 26/02/2024.
2. The Conversion has been approved by the Town Planner, Town and Country Planning Department, Sattari vide his report No. DC/81111/CARAPUR/BICH/TCP/23/2338 dated 06/10/2023.
3. The development/construction in the plot shall be governed as per rules in force.
4. Mundkarial rights and Mundkarial area should not be disturbed and should be protected if any.
5. This Sanad is issued only for change of use of land and shall not be used for any other purpose like proof of ownership of land etc. The applicant shall not use the sanad for pursuing any illegal or antinational activities on this converted land. This office is not responsible for ownership documents.

In witness whereof the ADDITIONAL COLLECTOR - I North Goa District, has hereunto set their hand and the seal of his Office on behalf of the Governor of Goa and KARAPUR ESTATES PRIVATE LIMITED here also hereunto set their hands this 29th day of February 2024.

MR. SATGURU R. DHUME
 (Authorized Signatory of Karapur Estates Private Limited)

DIPAK DESSAI
 (Additional Collector-I)

Signature and Designation of Witnesses
 1. Gaurish Naik
 2. Pronav Gouvea

Complete address of Witnesses
 1. Surchem Bhat Cumbhryga Goa
 2. Mola Panoji Goa

We declare that Mr. Satguru R. Dhume Authorized Signatory Of Karapur Estates Private Limited has signed this Sanad is, to our personal knowledge, the person who represents himself to be, and that he has affixed his signature hereto in our presence.

To:
 1.
 2.

1. The Town Planner, Town and Country Planning Department Bicholim Goa.
2. The Mamlatdar of Bicholim Taluka, Bicholim Goa.
3. The Inspector of Survey and Land Records, Bicholim Goa.
4. The Sarpach of Carapur Village, Bicholim - Goa.



OFFICE OF THE DISTRICT COLLECTOR, NORTH GOA
Revenue Branch, Collectorate Bldg., Panaji - Goa - 403001.
Phone Nos: 2225383, 2225083, 2225383 (EPBX)
Fax No: - 2427690/2225083/2225383 (Ext. No.210 & 212)
Email: - dycrav-north.goa@nlc.in

No. CCBC09-23-71/846

Date:-29/02/2024

- Read: 1) Application dated 15/09/2023 of Karapur Estates Private Limited, Panaji Tiswadi Taluka, Goa.
2) The Zoning Certificate No. TCP/ZON/CARAPUR/895/BICH-23/2186 dated 11/09/2023 of the Dy. Town Planner, Town and Country Planning Department, Bicholim/Sattari Taluka, Bicholim-Goa.
3) Report No. DC/8110/CARAPUR/BICH/TCP-23/2337 dated 06/10/2023 of the Dy. Town Planner, Town and Country Planning Department, Bicholim/Sattari Taluka, Bicholim-Goa.
4) Report No. 5/CNV/BAR-805/DCFN/TECH/2022-23/1183 dated 03/10/2023 of the Dy. Conservator of Forests, North Goa Division, Ponda-Goa.
5) Report No. 8/CNV/34/ISLR/BICH/2023/830 dated 06/10/2023 of Inspector of Survey and Land Records, Bicholim-Goa.
6) Report vide no. MAM/BICH/C/CNV/2023 dated 12/10/2023 of the Mamlatdar of Bicholim Taluka.

SANAD SCHEDULE-II

(See Rule 7 of the Goa, Daman and Diu Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1969).

Whereas an application has been made to the Collector of North Goa (hereinafter referred to as "the Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under section 32 of the Goa, Daman and Diu Land Revenue Code, 1968 (hereinafter referred to as the said code which expression shall, where the context so admits include the rules and orders thereunder) KARAPUR ESTATES PRIVATE LIMITED, the occupants of the plot registered under SURVEY NO. 176/1 OF CARAPUR VILLAGE OF BICHOLIM TALUKA (hereinafter referred to as "the applicant, which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use the plot of land (hereinafter referred to as the "said plot" described in the Appendix I hereto, forming a part SURVEY NO. 176/1 OF CARAPUR VILLAGE OF BICHOLIM TALUKA admeasuring 109474.00.00 Square Meters be the same a little more or less for the purpose of Residential Purpose with 80% F.A.R.

Now, this is to certify that the permission to use for the said plot is hereby granted, subject to the provisions of the said Code, and rules thereunder, and on the following conditions namely:-

1. Levelling and clearing of the land-The applicant shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted, to prevent insanitary conditions.
2. Assessment - The applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules thereunder with effect from the date of this Sanad.
3. Use - The applicant shall not use the said land and building erected or to be erected thereon for any purpose other than Residential without the previous sanction of the Collector.
4. Liability for rates - The applicant shall pay all taxes, rates and cesses liable on the said land.
5. Penalty clause - (a) If the applicant contravenes any of the foregoing conditions, the Collector may, without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code, continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct.
(b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as specified in that behalf by the Collector, and on such removal or alteration not being carried out, recover the cost of carrying out the same from the applicant as arrears of land revenue.
6. a) If any information furnished by the applicant for obtaining the Sanad is found to be false at a later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the applicant.
b) If any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the construction/development carried out shall be at the cost and risk of the applicant.
c) The necessary road widening set-back is to be maintained before any development in the land
d) Traditional access passing through the plot, if any, shall be maintained.
e) No trees shall be cut except with prior permission of the competent authority.



Contd....2/-

7. Code provisions applicable - Save as herein provided the grant shall be subject to the provisions of the said Code and rules thereunder.

APPENDIX - I

Length and Breadth		Total Superficial Area	Forming (part)	BOUNDARIES				Remarks
North to South	East to West							
1	2	3	4	5				6
				North	South	East	West	
359.28 m	855.53 m	109474.00 Sq.mts.	176/1 (P)	S.NO. 169/6, 7, 12, 13, 19, 20, 41, 42, 44, 55, 51, 56, 58, 59 S.NO. 148/0 S.NO. 168/6, 10	S.NO. 176/1-B, 1-C S.NO. 177/1 S.NO. 178/2.	S.NO. 168/11, S.NO. 167/14 to 18 S.NO. 178/1 S.NO. 178/1	S.NO. 170/1 S.NO. 178/1 to 13 S.NO. 178/1 S.NO. 178/20 TO 33 S.NO. 178/35 to 42	NIL
Village:-CARAPUR TALUKA:-BICHOLIM								



Remarks:-

1. The applicant has paid conversion fees of Rs.1, 97,06,320/- (Rupees One Crore Ninety Seven Lakh Five Thousand Three Hundreds and Twenty Only) vide challan No.118/23-24/202400151548 dated 26/02/2024.
2. The Development /construction in the plot shall be governed as per rules in force.
3. Mundkarial rights and Mundkarial area should not be disturbed and should be protected if any.
4. This Sanad is issued only for change of use of land and shall not be used for any other purpose like proof of ownership of land etc.
5. The applicant shall not use the Sanad for pursuing any illegal or antinational activities on this converted land. This office is not responsible for ownership documents.
6. Traditional Access passing through the plot, if any shall be maintained.

In witness whereof the COLLECTOR OF NORTH GOA DISTRICT, has hereunto set her hand and the seal of this Office on behalf of the Governor of Goa KARAPUR ESTATES PRIVATE LIMITED, being the occupants of the plot registered SURVEY NO. 176/1 OF CARAPUR VILLAGE OF BICHOLIM TALUKA here also hereunto set their hands on this 25th day of FEBRUARY, 2024.

(MR. SATGURU R. DHUME)
(Authorised Signatory of Karapur Estates Private Limited)

(DR. SNEHA S. GITTE, IAS)
COLLECTOR OF NORTH GOA

Signature and Designation of Witnesses

1. Ganbhis Naik
2. Prerav Cowas

Complete address of Witness

1. Surchern Bhat Cumbhryes Goa
2. Mala Janaji Goa

We declare Mr. Satguru R. Dhume, Authorised Signatory of Karapur Estates Private Limited, who has signed this Sanad is, to our personal knowledge, the person he/she represents themselves to be and that he/she has affixed his/her signature hereto in our presence.



- To,
1. The Town Planner, Town and Country Planning Department Bicholim/Sattari - Goa
 2. The Mamlatdar of Bicholim Taluka, Bicholim - Goa
 3. The Inspector of Survey and Land Records, Bicholim - Goa
 4. The Sarpanch, Village Panchayat, Carapur, Bicholim- Goa

ANNEXURE "C"

Sr. No.	Particulars of the document	Original / Certified copy / Photocopy
1.	Registo Agrimensor of Cadastral Survey No. 72	Certified true copy
2.	Orphanological Inventory Records No. 1686 of 1905	Certified true copy
3.	Corresponding Certificate dated 11 th October 2023 issued by the Superintendent of Survey and land Records, Panaji-Goa	Original
4.	Manual Form I and XIV for land Survey No. 176/1	Certified true copy
5.	Will dated 5 th May 1975	Photocopy
6.	Inventory Proceeding No. 33/1990 before the court of Civil Judge, Senior Division, Bicholim	Certified true copy
7.	Opinion dated 15 th January 2024 from Advocate Shivan S. Desai	Original
8.	Order dated 12 th June 1998 Passed by the Civil Judge, Senior Division, Bicholim	Certified true copy
9.	Award dated 18 th April 1991 passed by the Special Land Acquisition Officer	Certified true copy
10.	Application dated 6 th October 1993 made by Pratapsingh Rauji Rane to the Deputy, Collector, North Goa, Mapusa- Bardez	Certified true copy
11.	Mutation Entry No. 1056 dated 30 th December 1993	Certified true copy
12.	Deed of Partnership dated 27 th December 1995	Notarized copy
13.	Mutation Entry No. 1131 dated 22 nd September 1997	Certified true copy
14.	Certificate of Incorporation dated 1 st January 1998	Notarized copy
15.	Award dated 9 th April 2012 passed by the Special Land Acquisition Officer	Photocopy
16.	NIL Certificate of Encumbrance bearing No. NEC/6/2023/439 dated 5 th October 2023.	Computer generated copy
17.	NIL Certificate of Encumbrance bearing No. NEC/6/2023/454 dated 18 th October 2023.	Computer generated copy
18.	Certificate dated 6 th December 2023 under Section 281(1)(ii) of the Income Tax Act, 1961	Original
19.	Memorandum of Understanding dated 25 th August 2023 executed between KEPL and EIPL	Original
20.	Sale Deed proposed to be executed between KEPL and EIPL	Original





21.	Possession Letter proposed to be executed by KEPL	Original
22.	Power of Attorney proposed to be executed by KEPL in favour of BIPL	Original
23.	Indemnity cum Declaration proposed to be executed by KEPL	Original





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FORM I & XIV

100017752309

Date : 31/08/2023

नमुना नं १ व १४

Page 1 of 2

Taluka	BICHOLIM	Survey No.	176
तालुका		सर्वे नंबर	
Village	Carapur	Sub Div. No.	1
गांव		द्विम्मा नंबर	
Name of the Field	Satonache Mal	Tenure	
शेताचे नांव		सत्ता प्रकार	

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

Crop	Garden	Rice	Khajan	Ker	Morad	Total Cultivable Area
बागायत	सरी	खाजन	केर	मोराड	एकूण लागण क्षेत्र	
0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00

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

Class (a)	Class (b)	Total Un-Cultivable Area	Grand Total	Remarks
वर्ग (अ)	वर्ग (ब)	एकूण नापिक जमीन	एकूण	शेरा
0000.00.00	0014.82.60	0014.82.60	0014.82.60	

Assessment :	Rs. 0.00	Foro	Rs. 0.00	Predial	Rs. 0.00	Rent	Rs. 0.00
आकार		फोर		प्रेदियाल		रेट	

S.No.	Name of the Occupant	Khata No.	Mutation No.	Remarks
क्र.सं.	कब्जेदाराचे नांव	खाते नंबर	फेरफार नं.	शेरा
1	Karapur Estates Private Limited		1131	

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

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

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year	Name of the Cultivator	Mode	Season	Name of Crop	Irrigated	Unirrigated	Land not Available for cultivation		Source of irrigation	Remarks
					बागायत	जिरायत	Nature	Area		
वर्ष	सागण करणाऱ्याचे नांव	रीत	मौसम	पिकाचे नांव	हे. आर. चौ. मी.	हे. आर. चौ. मी.	प्रकार	हे. आर. चौ. मी.	सिंचनाचा शक्ति	टिपण
	Nil									

End of Report

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

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FORM I & XIV
नमुना नं १ व १४

100017752309

Date : 31/08/2023

Page 2 of 2

Taluka BICHOLIM
तालुका
Village Carapur
गाव
Name of the Field Satonache Mal
शेताचें नांव

Survey No. 178
सर्वे नंबर
Sub Div. No. 1
हिस्सा नंबर
Tenure
सत्ता प्रकार



The record is computer generated on 31/08/2023 at 11:30:51 as per Online Reference Number - 100017752309. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The best copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>







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ONE EARTH - ONE FAMILY - ONE FUTURE



Office of the Dy. Town Planner
Town & Country Planning Department
Bicholim/Sattari Taluka, Bicholim - Goa

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Ref No.: TCP/ZON/CARAPUR/995/BCH-23/2186 Dated: 11/9/2023

ZONING INFORMATION

Ref. Inward no. 2285

Dated: 04/09/2023

The land use/Zoning of the property bearing Survey No. 176/1 of Carapur Village Bicholim Taluka admeasuring total 1,48,260 m2 as follows.

As per the Regional Plan for Goa 2021 the plot under reference falls in "Partly Settlement, Partly No Development Slope with Irrigation command area, partially Natural Cover with Irrigation command area, partially Orchard with Irrigation command area and proposed road passing through the property" and classified under VP-1 Village category with 80 F.A.R

This information is issued based on the application received from Karapur Estates Pvt. Ltd.

This information is valid only for three years from the date of issue of this letter or revision of the respective plan, whichever is earlier.

Processing fees of Rs.3000/- paid vide Challan No.567 dtd. 01/09/2023.

Gawal

(O. J. Gawas)
D'man, Gr. II

Sanjay A. Halomekar
11/9/23

(Sanjay A. Halomekar)
Dy. Town Planner



To,
Karapur Estates Pvt. Ltd.,
Bicholim-Goa.

Note:-The land use /zone information provided is as per Regional Plan 2021 in force as on date of issue of the above information and shall not be construed as NOC in any form for undertaking any development including construction, Sub-Division, etc.

Further any development shall be subject to provisions of Tenancy Act, Land Use Regulation Act, Forest Conservation Act, Highways Act, Ancient Monuments and Archaeological Sites and Remains Act, (State and Central), EIA notification issued by MOUF, Coastal Regulation Zone, including section 17- A of the TCP Act.

This zoning information is issued in compliance to the order issued by Secretary (TCP)/ HOD, vide no. 29/8/TCP/2018(pt.file)/1672 dated 13/8/2018 pertaining to guideline for processing various application and Circular issued vide no. 29/8/TCP/Pt. File/2020/1284 dtd. 11/8/2020.

Additional information for reference and determination of values of the property except Settlement zone/development zone.

Broad Land use classification and sub-classification of zone as per Regional Plan for Goa 2021.

	Eco-Sensitive Zone I		Eco-Sensitive Zone II
1	Protected/Reserved Forest	1	Orchard
2	Mangrove Forest	2	Natural Cover
3	No Development Slopes	3	Fish Farm
4	Paddy Field/Khazan	4	Cultivated land
5	River & Nallah/Pond	5	Irrigation Command Area
6	Mud flats	6	Salt Pans
7	Sand Dunes/Sandy Area		



For the purpose of Evaluation of the value of the property following shall be noted.

All the aforesaid zones in Eco-Sensitive Zone-I Category shall be taken as A-Zone (Agriculture)

All the aforesaid Zones in Eco-Sensitive Zone-II Category shall be taken under Orchard/Forest Zone.

This is also issued on the basis of order bearing no. 29/8/TCP/Pt.file/2020/951 dated 10/6/2020.

X

**FORM I & XIV**

100018254902

Date : 01/12/2023

नमुना नं १ व १४

Page 1 of 2

Taluka	BICHOLIM	Survey No.	148
तालुका		सर्वे नंबर	
Village	Carapur	Sub Div. No.	0
गांव		हिस्सा नंबर	
Name of the Field	Vadachi Ghat	Tenure	
शेताचें नांव		सत्ता प्रकार	

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

Dry Crop निरागृत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00

Uncultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	Grand Total एकूण
0000.00.00	0042.64.80	0042.64.80	0042.64.80

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Karapur Estates Private Limited		1131	

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

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

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणाऱ्याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated	Unirrigated	Land not Available for cultivation नापिक रसीत		Source of irrigation सिंचनांचा पारि	Remarks शेरा
					बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.		
	Nil									

End of Report

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

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FORM I & XIV

100018254902

Date : 01/12/2023

नमुना नं १ व १४

Page 2 of 2

Taluka BICHOLIM

तालुका

Village Carapur

गांव

Name of the Field Vadachi Ghat

शेताचे नाव

Survey No. 148

सर्वे नंबर

Sub Div. No. 0

हिस्सा नंबर

Tenure

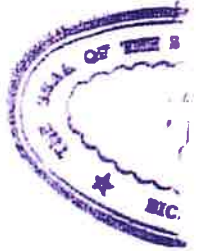
सत्ता प्रकार



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ONE EARTH - ONE FAMILY - ONE FUTURE



Office of the Dy. Town Planner
Town & Country Planning Department
Bicholim/Sattari Taluka, Bicholim - Goa

Ref No.: TCP/zon/carapur/1147/Bich-23/2992

Dated: 26/12/2023

ZONING INFORMATION

Ref. Inward no. 3309

Dated: 20/12/2023


The land use/Zoning of the property bearing Survey No.148/0 of Carapur Village Bicholim Taluka admeasuring total 426480.00m² as follows.

As per the Regional Plan for Goa 2021 the plot under reference falls in Settlement Zone and proposed road is passing through property with VP-1 80 F.A.R."

This information is issued based on the application received from M/s. Karapur Estates Pvt Ltd

This information is valid only for three years from the date of issue of this letter or revision of the respective plan, whichever is earlier.

Processing fees of Rs.3000/- paid vide Challan No.929 dtd. 20/12/2023.


(S. S. Bhagat)
D'man, Gr. II




(Sanjay A. Halornekar)
Dy. Town Planner

To,
M/s. Karapur Estates Pvt Ltd
Reg.off 1st floor Vaibhav appt.,
Vidya Nagar Colony Miramar, Panaji-Goa.

Note:-The land use /zone information provided is as per Regional Plan 2021 in force as on date of issue of the above information and shall not be construed as NOC in any form for undertaking any development including construction, Sub-Division, etc.

Further any development shall be subject to provisions of Tenancy Act, Land Use Regulation Act, Forest Conservation Act, Highways Act, Ancient Monuments and Archaeological Sites and Remains Act, (State and Central), EIA notification issued by MOUF, Coastal Regulation Zone, including section 17- A of the TCP Act.

This zoning information is issued in compliance to the order issued by Secretary (TCP)/ HOD, vide no. 29/8/TCP/2018(pt.file)/1672 dated 13/8/2018 pertaining to guideline for processing various application and Circular issued vide no. 29/8/TCP/Pt. File/2020/1284 dtd. 11/8/2020.

Additional information for reference and determination of values of the property except Settlement zone/development zone.

Broad Land use classification and sub-classification of zone as per Regional Plan for Goa 2021.

	Eco-Sensitive Zone I		Eco-Sensitive Zone II
1	Protected/Reserved Forest	1	Orchard
2	Mangrove Forest	2	Natural Cover
3	No Development Slopes	3	Fish Farm
4	Paddy Field/Khazan	4	Cultivated land
5	River & Nallah/Pond	5	Irrigation Command Area
6	Mud flats	6	Salt Pans
7	Sand Dunes/Sandy Area		



For the purpose of Evaluation of the value of the property following shall be noted.

All the aforesaid zones in Eco-Sensitive Zone-I Category shall be taken as A-Zone (Agriculture)

All the aforesaid Zones in Eco-Sensitive Zone-II Category shall be taken under Orchard/Forest Zone.

This is also issued on the basis of order bearing no. 29/8/TCP/Pt.file/2020/951 dated 10/6/2020.

X



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 14-Mar-2024 04:00:34 pm

Document Serial Number :- 2024-BCH-362

Presented at 03:47:59 pm on 14-Mar-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bicholim along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	██████████
2	Registration Fee	██████████
3	Mutation Fees	██████████
4	Processing Fee	██████████
Total		██████████

Stamp Duty Required ██████████

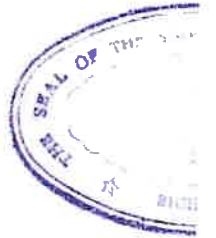
Stamp Duty Paid : ██████████




Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ERRICHTER INFRA PRIVATE LIMITED REPRESENTED BY ITS DIRECTOR MR. RAKESH RAMDAS GUPTA , Age: , Marital Status: , Gender: Occupation: , Address1 - 701 UNIT, 7TH FLOOR 1 AEROCITY BUILDING, NIBR COMPOUND MOHILI VILLAGE, SAKINAKA, SAFED POOL, MUMBAI, 400072, Address2 - , PAN No.: ██████████			

Executer







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	KARAPUR ESTATES PRIVATE LIMITED REPRESENTED BY ITS AUTHORISED REPRESENTATIVE MRS. NADIA DE ALMEIDA , , Age: , Marital Status: , Gender: Occupation: , VAIBHAV APARTMENTS, VIDHYA NAGAR COLONY, MIRAMAR, PANAJIM GOA.403001, PAN No.: ██████████			
2	KARAPUR ESTATES PRIVATE LIMITED REPRESENTED BY ITS AUTHORISED REPRESENTATIVE MRS. NADIA DE ALMEIDA , , Age: , Marital Status: , Gender: Occupation: , VAIBHAV APARTMENTS, VIDHYA NAGAR COLONY, MIRAMAR, PANAJIM GOA.403001, PAN No.: ██████████			
3	ERRICHTER INFRA PRIVATE LIMITED REPRESENTED BY ITS DIRECTOR MR. RAKESH RAMDAS GUPTA , , Age: , Marital Status: , Gender: Occupation: , 701 UNIT, 7TH FLOOR 1 AEROCITY BUILDING, NIBR COMPOUND MOHILI VILLAGE, SAKINAKA, SAFED POOL, MUMBAI, 400072, PAN No.: ██████████			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
4	ERRICHTER INFRA PRIVATE LIMITED REPRESENTED BY ITS DIRECTOR MR. RAKESH RAMDAS GUPTA , , Age: , Marital Status: , Gender: , Occupation: , 701 UNIT, 7TH FLOOR 1 AEROCITY BUILDING, NIBR COMPOUND MOHILI VILLAGE, SAKINAKA, SAFED POOL, MUMBAI, 400072, PAN No.: [REDACTED]			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: SATGURU RATNAKAR DHUME, Age: 46, DOB: 1977-10-21, Mobile: [REDACTED], Email: , Occupation: Self Employed , Marital status : Married . Address: 403505, HOUSE NO. 2692 DINKAR NAGAR HARVALEM SAQUELIM GOA, HOUSE NO. 2692 DINKAR NAGAR HARVALEM SAQUELIM GOA, Arvalem, Bicholim, NorthGoa, Goa			
2	Name: SAMIKSHA SUBHASH NAIK, Age: 29, DOB: 1994-05-27 , Mobile: [REDACTED], Email: , Occupation: Service , Marital status : Unmarried , Address: 403105, PALE BICHOLIM GOA, PALE BICHOLIM GOA, Pale, Bicholim, NorthGoa, Goa			

[Signature]
 14/03/2024
 Sub Registrar

Document Serial Number :- 2024-BCH-362



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Document Serial No:-2024-BCH-362

Book :- 1 Document
Registration Number :- **BCH-1-357-2024**
Date : 15-Mar-2024

Signature
15/03/2024

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

