

(Rupees Six Lakhs Thirty One Thousand Only)

CITIZENCREDIT co-operative Bank Ltd.  
Mangalore Branch,  
Shop No G-1, Ground Floor, Block D-1,  
Dorshan Housing,  
Mangalore, Goa - 485007



भारत  
STAMP DUTY  
00000

Rs. 0631000

365430

GOA  
NON JUDICIAL

-6.9.2018

GOA

D-9/STP(V)/CFL/25/11/2013-100

INDIA \*\*Zero-Six\*\*ThreeOne\*\*Zero-Zero-Zero\*\*

0193 7323256

Name of Purchaser Ms. Deepakshi Lalit Veema

For CITIZENCREDIT™  
CO-OP BANK LTD

*[Signature]*  
Authorized Signatory

3922 / 2018  
10/9/18

M



DEED OF SALE

1. 1.

*[Signature]*

*[Signature]*

*Lalit veema*

Neemmal

Pendones

This **DEED OF SALE** is made on this 10<sup>th</sup> day of September 2018 at Mapusa Bardez Goa by and ;

**BETWEEN**

(1).**SMT. FLORINDA FELICIDADE FERNANDES**, alias **FLORINDA FELECIDADE FERNANDES**, alias **FLORINDA FELECIDADE MASCARENHAS** alias **FLORINDA FELICIDADE MASCARENHAS**, widow of late Antonio Valentino Fernandes, aged about 81 years, housewife, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_,

\_\_\_\_\_, Email I.D.anthony91dj@gmail.com, Phone no.9923721392, resident of H.No.256, Bhatti Waddo, Nerul Bardez Goa, (2).**SHRI JOSE CAETANO FERNANDES**, son of late Antonio Valentino Fernandes, aged about 62 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_, Email I.D.jcfdes@yahoo.com, Phone no.9881655103, resident of H.No.256, Bhatti Waddo, Nerul Bardez Goa;

(3).**SMT. CICILIA FERNANDES** alias **CICILA FERNANDES E MENDONCA**, alias **CICILIA MENDONCA**, daughter of Jose Caetano Fernandes, aged 33 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_, Email I.D.cicilia.fernandes195@yahoo.com, Phone no.9096273362, and her husband; (4). **SHRI MELVIN PANDIT MENDONCA**, son of Mr. Prabhu Jose Mendonca, aged about 37 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_, Email I.D.melvin.mendonca1981@gmail.com, Phone no.9096273362, both resident of H.No. 1584/2, Grand Chinwar, Anjuna, Bardez, Goa, 403509,

*Mendonca*  
*Lu*  
*Bardez*  
*John*  
*Nemmal*

(5). **SMT.NATTY MAGDELINE FERNANDES** alias **NATTY MAGDELINE FERNANDES E CARDOZ** alias **NATTY MAGDELINE CARDOZ** daughter of Jose Caetano Fernandes, aged 31 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_, Email I.D.nattyferns\_27@yahoo.com, Phone no.8605616475, and her husband;(6). **SHRIROY REMEDIO CARDOZO**, son of Shri. Joaquim Cardozo, aged 43 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no.NIL, Indian Passport no.N1270992 Email I.D.roy\_cardozo@yahoo.co.uk, Phone no.8605616475, both residing at H.No.392, Alto Guimaraes, Panaji Goa, (7).**SHRIANTHONY VALENTINE FERNANDES**, son of Jose Caetano Fernandes, 27 years of age, unmarried, businessman ,having PAN Card No. \_\_\_\_\_, holder of Adhaar Card No. \_\_\_\_\_, Email I.D.anthony91dj@gmail.com, Mobile No.9923721392, Indian National, residing at House No.256, Bhattivaddo, Nerul, Bardez, Goa, 403114; hereinafter called the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof include their heirs, successors, and legal representatives and assigns) as party of the **FIRST PART**;

**AND**

**MRS. DEEPAKSHI LALIT VERMA**, daughter of Satish Chandel, 32 years of age, Indian National, wife of Mr. Lalit Verma, holder of Pan Card No. \_\_\_\_\_, Resident of A 50, East Uttam Nagar , New Delhi 59, hereinafter referred to as the "**PURCHASER/ASSIGNEE**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, assigns, executors, administrator, nominees as Party of the **SECOND PART**;

*S. S.*  
*Meridona*  
*Lalit Verma*  
*Neemmal*

**AND**

**Lifestyle Reality**, a Partnership firm, represented by its Partner MR. NERMMAL LAKHANI, son of K R Lakhani, 38 years of age, Indian National, partner of Lifestyle Reality, having its office at 77, Aum, Rangavi Estate, Issorcim, Bogmalo Road, Mormugao Goa, bearing PAN card no. \_\_\_\_\_, along with their associate partner or company, hereinafter referred to as the '**CONSENTING PARTY/ASSIGNOR**' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, assigns, executors, administrator, nominees as Party of the THIRD PART;

**AND WHEREAS** the Vendor no.6 namely **SHRI.ROY REMEDIO CARDOZO**, is represented herein by his duly constituted attorney **SHRI.ANTHONY VALENTINE FERNANDES** vide a Power of Attorney dated 12/11/2016 notarized before Mr. Bruno Nazareth, bearing registration no. 2924/2016 Registered at Mapusa- Goa.

**AND WHEREAS** the Purchaser is represented herein by her husband and power of attorney holder namely **Lalit Verma** by a power of attorney dated - notarized before notary public Mr. Ashok Kumar Tyagi, dated 04/09/2018 bearing registration no.3157/2018.

**WHEREAS** there exists a property known as " Jacinto De Araujo" situated as Nerul Village,Bardez, Taluka, Goa and described in the land Registration Office of Sub District ,Ilhas, under No. 20107 at Folio 166V of Book B 53 new and bearing Matríz no.401 bearing old cadastral

*Cardozo*  
*SHRI*  
*SHRI*  
*Lalit Verma*  
*Nermmal*

survey no. 834 and surveyed under new survey no. 15/2A of Village Nerul Bardez Goa admeasuring 2780 sq. mts. and is bounded as under:-

To the East:- By the property bearing survey No. 15/3, ( property of Maria Cristina Alvares of Parra);

To the West:- By the Road and Comunidade of Nerul (Velvet);

To the North:- By the survey no. 18/1, 10, 4, 5, 6, 2 and of Comunidade of Nerul.

To the South:- by survey no. 15/2B.

This property shall hereinafter be referred to as the "**SAID PROPERTY**" and is described in the **Schedule- I** written below.

**AND WHEREAS** the said property was original stands inscribed in favour of Manuel Jose Francisco and his wife Lydia Menezes e Francisco under no.20342 of book F-31 in the Office of land Registrar Ilhas, whereby they reserved the usufruct for themselves and gifted the said property to their daughter Blanche Francisco e Mendonca pursuant to a Gift Deed dated 18/11/1948.

**AND WHEREAS** pursuant to a Sale Deed dated 14/3/1980 duly registered in the Office of Sub-Registrar Ilhas on 19/9/1980 bearing registration no. 324 at pages 52 to 59 Book-I , Volume 152, Mr. Jovito Joao Xavier de Rosario Mendonca and his wife Dr. Maria Blanch Berta Amarelho Francisco e Mendonca alias Blanch Francisco Mendonca in favour of Mrs. Florinda Felicidade Fernandes.

*f.l.*  
Mendonca  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
Florinda

**AND WHEREAS** based on the said Sale Deed dated 14/3/1980, her names stands recorded in the Survey Records of Rights in respect of the Said property.

**AND WHEREAS** said Mrs. Florinda Felicidade Fernandes was married under the regime of communion of assets application to the State of Goa to Anton Valentine Fernandes alias Valentino Fernandes alias Antonio Valentino Fernandes alias Valenie Fernandes and upon his death a Deed of Succession dated 27/4/2017 came to be executed/registered.

**AND WHEREAS** pursuant to a Deed of Succession dated 27/4/ 2017 drawn in the Office of Notary Ex- Officio sub Registrar of Sattari, the Vendors are declared as the sole and exclusive legal heirs of Anton Valentine Fernandes alias Valentino Fernandes alias Antonio Valentino Fernandes alias Valenie Fernandes having acquired /inherited rights in the said property referred to herein above and more particularly described in the Schedule-I hereunder.

**AND WHEREAS** in this manner the Vendors are claiming to be the owners in exclusive possession of the said property referred to hereinabove and more particularly described in Schedule-I hereunder written.

**AND WHEREAS** the Vendors further declare that they are in exclusive, de facto, continuous, uninterrupted possession of the said property described in Schedule-I as owners thereof from the time of its purchase upto the present date and are therefore owners by virtue of both original documentary title as well as by virtue of exclusive, continuous, uninterrupted possession without any interference by any other person whatsoever since 14/03/1980 upto the present date.

Florinda  
①  
Anton  
Valentine  
Valenie  
Valentine

AND WHEREAS the Vendors had previously agreed to sell the said property to the Consenting Party herein/Third Party herein for consideration.

AND WHEREAS the Consenting Party/Third Party has agreed to sell, assign and transfer all their rights in favour of the Purchaser for consideration.

AND WHEREAS the Vendors and the Consenting Party herein have agreed to sell and the Purchaser has agreed to Purchase the said property as described in the schedule-I written below in terms of warranties and representations made herein by the Vendors and the Consenting Party .

**AND WHEREAS** the Vendors and the confirming parties declare that the Said Property is fit for development and they undertake to obtain Conversion Sanad and TCP approval towards three Villas in the said property and since the process of Conversion Sanad and approvals from TCP are pending, the Vendors and the Consenting Party have agreed to sell the said property on belated payment and the said Conversion Sanad and approvals from TCP prior to the said belated payments are honoured.

AND WHEREAS the name of the Vendor no.1 is duly recorded in the occupants column of survey no.15/2A of Village Nerul Bardez Goa and further declare and undertakes to give all the co-operation to the Purchaser during the course of carrying out mutation in order to seek Mutation of the Said Property once a Sale Deed is executed and registered.

Mendonca I. P.

to

[Signature]

Jalil Venz

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**AND WHEREAS** the Vendors and the consenting party declare that they have not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Plot.

**AND WHEREAS** the Vendors and the consenting party declares that the Said Property is free from any encumbrance, charge, mortgage, claim, litigation etc. of any person whomsoever and that there is no dispute either in any Court or otherwise on loco nor have they agreed or promised to sell the Said Property to any other parties, nor it is attached by Income Tax authority or Sales Tax authority or any other office.

**AND WHEREAS** the Vendors and the consenting party further declares that their title towards the Said property is absolutely clear and marketable and they have all the right, authority and power to sell the Said Property to the Purchaser herein and that there are no restrictions or limitations on the development of the said Property and to execute the present Sale Deedin favour of the Purchaser and that besides the Vendors there are no other person having any right, title, interest, right etc. in the Said Property and that they have full freehold right and the absolute authority, right to sell, transfer or dispose of the same and in every and any manner whatsoever to the Purchaser.

**AND WHEREAS** the Vendors and the consenting party declare that they have not created any third party right, title, interest, charge, lien, mortgage, agreement over the Said Property nor they have done or omitted or willingly suffered and been a party to any act, deed or thing whereby the Vendors /consenting party herein are prevented from selling the Said Property in the manner aforesaid and they unconditionally undertake to keep indemnified the Purchaser and their

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successors as against any defects in title and claims as required to be fulfilled in terms of Transfer of Property Act.

**AND WHEREAS** the Vendors declare that besides them no other persons have any claim or demand or right or title or interest in the Said Property and/or any part or portion thereof and they have not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no other persons whosoever have/had/has ever claimed any right or interest including any right of pre-emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any other party.

**AND WHEREAS** the Vendors and the Consenting Party declare that they unconditionally undertake to keep indemnified the Purchaser and their successors from or against all claims, encumbrances, charges, equities, demand of whatsoever that may arise for acts done by them and further agree to save and keep indemnified the PURCHASER from and against all losses, damages, claims or costs which it may sustain by reasons of any valid and subsisting claim being made by anybody to the Said Property.

**AND WHEREAS** taking into consideration the above representations, declaration and warranties of Vendors and the consenting party and taking into consideration a fact that the title of the said property being absolutely clear and marketable and the said property is fit for development, the Purchaser has agreed to purchase the said property for a total consideration of Rs. 140,00,000/- ( Rupees one crore forty lakhs only) , which is paid by the Purchaser to the Vendors in the manner explained herein below as the full

S. S.  
Vendors

Buyer

S. S.  
Consenting Party

and final sale consideration of the above said property and the parties have agreed and decided to draw the terms and condition of this Sale Deed in the following manner;

**NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-**

1. That in view of above said agreement and subject to the conditions of this Deed and in consideration of sum of Rs. 140,00,000/- ( Rupees one crore forty lakhs only) paid by the purchaser to the Vendors and the Consenting Party in the manner explained in Schedule of payment given herein below, which amounts they the Vendors and the Consenting Party do hereby acknowledge having received as full and final consideration towards the sale of the said property as described in the schedule written below, they the Vendors and the Consenting Party do hereby sell, transfer assign and convey free from encumbrances the Said Property as more particularly described in Schedule written below TOGETHER WITH ALL ways, waters, water courses, liberties, privileges, easements, structure and appurtenances whatsoever belonging to the Said Property or in any way reputed to, belong to or be occupied therewith or be appurtenant thereto; AND ALL the right, title, estate, interest, claims and demands whatsoever of the VENDORS to the Said Property hereby conveyed and every part thereof; TO HOLD the same forever as their own to the PURCHASER their heirs, successors, administrators and assigns absolutely and forever.

2. The VENDORS and the Consenting Party do hereby covenant with the PURCHASER that notwithstanding any acts, deeds, matter or thing whatsoever by the VENDORS, CONSENTING PARTY or any person/s lawfully or equitably claiming by, from, through, under, or in trust for them, made done, committed or omitted or knowingly or willingly suffered to the contrary, the VENDORS have good right, full power and absolute authority to

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D. S.

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Normal

grant, convey, transfer and assign the Said Property hereby sold, unto and to the use of the Purchaser in the manner aforesaid.

3. The VENDORS and CONSENTING PARTY agree with the PURCHASER to keep them indemnified as against any valid and subsisting claim of title in case of any claim of adverse title of the Said Property hereby conveyed or any dispute in respect of the Said Property .

4. That the Vendors and the Consenting Party do hereby give their No Objection to delete the name of the Vendor no.1 from the survey records of the property and for including the name of the Purchaser in the Occupant's Column of the survey records of the Said Property described below and further do hereby waive notice in a Mutation process that will be initiated to carry out mutation.

5. That the VENDORS and CONSENTING PARTY further specifically covenant to the Purchaser as under;

A) That the title of the Said Property is absolutely clear and marketable and that there are no restrictions or limitations on the Said Property to execute the present Sale Deed in favour of the Purchaser.

B) That the VENDORS are the sole and absolute owners in possession of the Said Property and that their title towards the Said Property are absolutely clear and marketable.

C) That the Said Property are free and discharged from any claims, encumbrances, charges, litigation, mortgage, lien, dispute, restrictions, acquisition, requisitions, tenancy claim, mundkar claim etc. and the Vendors have full freehold right and the absolute authority, right to sell, transfer or dispose off the Said Property and in every and any manner whatsoever to the Purchaser.



Mendonca  
D  
J. P.  
for  
Jalil Varg  
Mohammed

D) That they have not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Property

E) That they have not created any third party right, title, interest in the Said Property

F) That the Said Property is not attached by Income Tax authority or Sales Tax authority or any other office.

G) That they are lawfully seized and possessed of the Said Property free from encumbrances or defects whatsoever and they have absolute authority to sell the Said Property in the manner explained herein.

H) That the Purchaser may hereafter peacefully and quietly own, possess and enjoy the Said Property without any valid and subsisting claims or demand whatsoever from the Vendors or from the Consenting Party or from any person or persons claiming through or under them.

I) That they have not done or omitted or willingly suffered and been a party to any act, deed or thing whereby the VENDORS or CONSENTING PARTY are prevented from selling the Said Property in the manner aforesaid.

J) That they covenant to save harmless and keep indemnified the Purchaser from or against all claims, encumbrances, charges, equities, demand of whatsoever that may arise for acts done by them and further agree to save and keep indemnified the Purchaser from and against all losses, damages, claims or costs which it may sustain by reasons of any valid and subsisting claim being made by anybody to the Said Property .

K) That the Said Property is not the subject matter of any Court attachment or any adverse claim, demand or actions of any person



*S. S.*  
Vendors  
*[Signature]*  
*[Signature]*  
Notary  
*[Signature]*  
Abhimata

whomsoever nor they have created any charge, lien, agreement, MOU, mortgage over the same in favor of any other parties.

1.) That besides them no other persons and/or family members of the Vendors have any manner of claim or demand or right or title or interest in the Said Property and/or any part or portion thereof and they have not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no persons whosoever have/had/has ever claimed any right or interest including any right of pre-emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any other party.

6. The Vendors and the Consenting Party declare that the said property is fit for development and it is falling in old Settlement zone and there are no restrictions, limitations of whatsoever nature from carrying out construction in the said property.



7. The VENDORS and the PURCHASER hereby declare that the said plot in transaction does not belong to Schedule Caste/ Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77, dated 21/08/1978.

#### SCHEDULE-I

All that property known as " Jacinto De Araujo" situated as Nerul Village, Bardez, Taluka, Goa and described in the land Registration Office of Sub District, Ilhas, under No. 20107 at Folio 166V of Book B 53

J. F.  
Mendonca

to

Al

J. F. Mendonca  
to  
Abdominal

new and bearing Matríz no.401 bearing old cadastral survey no. 834 and surveyed under new survey no. 15/2A of Village NerulBardez Goa admeasuring 2780 sq. mts. and is bounded as under:-

To the East:- By the property bearing survey No. 15/3, ( property of Maria Cristina Alvares of Parra);

To the West:- By the Road and Comunidade of Nerul (Velvet);

To the North:- By the survey no. 18/1, 10, 4, 5, 6, 2 and of Comunidade of Nerul.

To the south :- by survey no.15/2B.



Mendonca *[Signature]* f f.  
Nerul *[Signature]* Nerul  
Jalid vas *[Signature]*

**SCHEDULE OF PAYMENT**

VENDORS	Cheques of SOUTH INDIAN BANK	Total Consideration Received	Received by way of T.D.S. Deposited in the income tax accounts of vendors	Balance consideration received in the Bank Accounts of the Vendors
VENDOR NO. 1 <b>FLORINDA FELICIDADE FERNANDES</b>	1)676649 2)676650	Rs. 62,50,000	Rs. 62,500	Rs.30,93,755+ Rs.30,93,750 =Rs. 61,87,505
VENDOR NO. 2 <b>JOSE CAETANO FERNANDES</b>	676643	Rs. 31,25,000	Rs.31,250	Rs. 30,93,750
VENDOR NO. 3 <b>CICILIA FERNANDES</b>	676644	Rs. 5,20,833	Rs. 5,209	Rs. 5,15,624

*Perdonca*      *L. L.*  
*[Signature]*      *[Signature]*  
*[Signature]*      *[Signature]*  
*[Signature]*      *[Signature]*

VENDOR NO.4 <b>MELVI N PANDI T MEND ONCA</b>	676645	Rs. 5,20,833	Rs. 5,209	Rs. 5,15,624
VENDOR NO.5 <b>Mrs.NA TTY MAGD ELINE FERNA NDES</b>	676646	Rs. 5,20,833	Rs. 5,209	Rs. 5,15,624
VENDOR NO. 6 <b>Mr.RO Y REMED IO CARDO ZO</b>	676647	Rs. 5,20,833	Rs. 5,209	Rs. 5,15,624
VENDOR NO. 7 <b>Mr. ANTH ONY VALEN TINE FERNA NDES</b>	676639	Rs.10,41,6 66/-	Rs.10,41 7	Rs.10,31,249

IN WITNESS WHEREOF, the parties hereto have signed and executed this Deed of Sale in the simultaneous presence of the witnesses signing below:

*Mendonca* *J. J.*
  
*Ramesh* *Jalid Varghese*
  
*Abraham*

SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 1

*Florinda*

*Florinda Felicidade Fernandes*



SMT. FLORINDA FELICIDADE FERNANDES,

L.H.T.I

R.H.T.I



1.



2.



3.



4.



5.



1.



2.



3.



4.



5.



*Mendonça*

*F. F.*

*Card*

*Felicidade*

*Normal*

SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 2

Jose C. Fernandes

SHRI.JOSE CAETANO FERNANDES

Jose C.




L.H.T. 1. 

2. 

3. 

4. 

5. 

R.H.T. 1. 

2. 

3. 

4. 

5. 



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Jose   
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SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 3



Mendonça

SMT.CICILIA FERNANDES alias CICILA FERNANDES E MENDONCA,  
alias CICILIA MENDONCA

L.H.T.I

1. 

2. 

3. 

4. 

5. 

R.H.T.I

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4. 

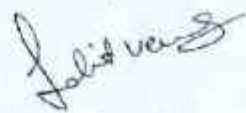
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Mendonça

Nemmal





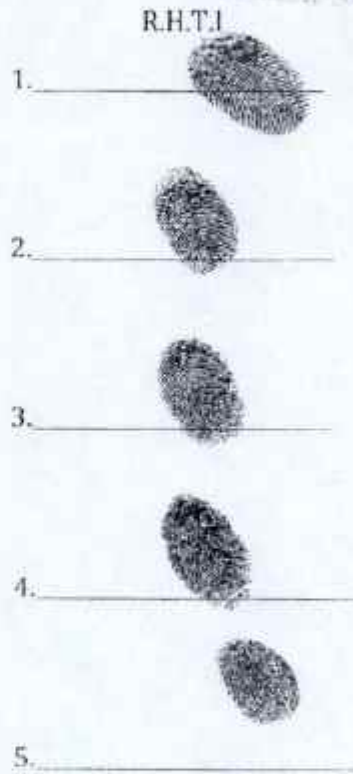




SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 4



**SHRI.MELVIN PANDIT MENDONCA**



L. P.  
Mendonca  
  
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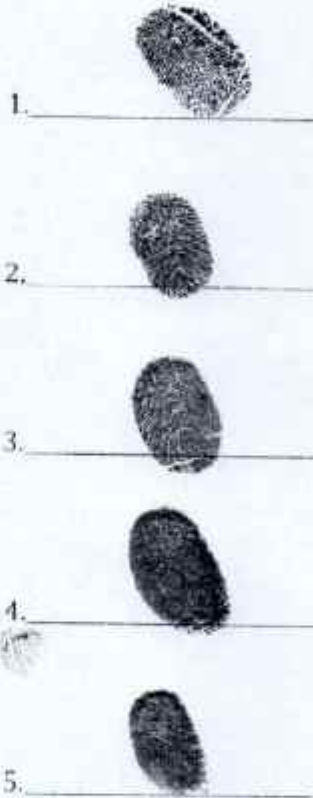

SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 5



SMT. NATTY MAGDELINE FERNANDES alias NATTY MAGDELINE  
FERNANDES E CARDOZ alias NATTY MAGDELINE CARDOZ

L.H.T.I

R.H.T.I



Mendonca

L. P.

Cardo

Nemmal  
for

SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 6



*Fernandes*

SHRI. ANTHONY VALENTINE FERNANDES  
For self and as an attorney of SHRI. ROY REMEDIO CARDOZO,



L.H.T.I



1. \_\_\_\_\_



2. \_\_\_\_\_



3. \_\_\_\_\_



4. \_\_\_\_\_



5. \_\_\_\_\_

R.H.T.I



1. \_\_\_\_\_



2. \_\_\_\_\_



3. \_\_\_\_\_



4. \_\_\_\_\_



5. \_\_\_\_\_

f. f.

*Mendonca*

*R*

*Roy*

*R*

*Normal*  
*f. f. Rodrigues*

SIGNED BY WITHIN NAMED PURCHASER

*Lalit Verma*

*Lalit Verma*

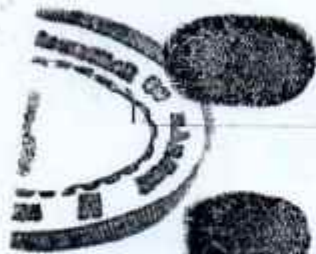


MR. LALIT VERMA ( attorney holder of DEEPAKSHI VERMA)



R.I.L.T.I

R.I.L.T.I



2.



3.



4.



5.



1.



2.



3.



4.



5.

*Mendons*

*f. f.*

*David*

*Nommal*

*Lalit Verma*

WITNESSES:

1. Apel (ANKIT SHARMA) RZ-27 INDRA PARK UTAM NAGAR  
ND-59  
ID NO - 553392738464
2. AD (Yandura Neekanth) Passport no - 110499 E



f. f.  
Mendonca

Card

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Julius

  
**FORM I & XIV**  
 नमुना नं १ व १४

Date : 04/10/2018

Page 1 of 1

Taluka **BARDEZ**  
 तालुका  
 Village **Nerul**  
 गांव  
 Name of the Field **Tita Bhat**  
 शेताचे नांव



Survey No. **15**  
 सर्वे नंबर  
 Sub Div. No. **2-A**  
 हिस्सा नंबर  
 Tenure  
 सत्ता प्रकार

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

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.27.80	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.27.80

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

Pot-Kharab पोट खराब			Grand Total
Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	एकूण
0000.00.00	0000.00.00	0000.00.00	0000.27.80

Remarks शेरा

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 कळसेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Deepakshi Lalit Verma		65919	

S.No.	Name of the Tenant कुळसे 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 करणा-याचे नांव व हक्क प्रकार -----Nil-----		

## Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated	Unirrigated	Land not Available for cultivation उपलब्ध नव्हित		Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
					बागायत	जिरायत	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mtr हे. आर. चौ. मी.		
	-----Nil-----									

End of Report

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

Copy applied for on

Copy ready for delivery on

Copy delivered on

Copying fees Rs.

CERTIFIED COPY  
4/10/18

45 Rupees

Paid vide TR 5 Receipt

Dated 4.10.18

  
 Mamlatdar of Bardez  
 Madusa - Goa



OFFICE OF THE ADDITIONAL COLLECTOR-III, NORTH GOA DISTRICT, MAPUSA GOA

No. 4/74/CNV/AC-III/2020 / 1057

Dated: - 12/11/2020

Read: Application dated 18/02/2020 received from Mrs. Deepakshi Lalit Verma, R/o. A-50, East Uttam Nagar, New Delhi-59 received u/s 32 of LRC 1968.

SANAD

SCHEDULE-II

(See Rule 7 of the Goa Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1968).

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 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 by Mrs. Deepakshi Lalit Verma, R/o. A-50, East Uttam Nagar, New Delhi-59 being the occupant of the plot registered under Survey No. 15 Sub Div No. 2-A Situated at Nerul Village, Bardez 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. 15/2-A admeasuring 2780 Sq. Mtrs. be the same a little more or less for the purpose of Residential with 80 F.A.R.

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 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 applicants 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.

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




Length and Breadth		Total Superficial Area	Forming (part of Survey No. or Hissa No.)	BOUNDARIES				Remarks
North to South	East to West			North	South	East	West	
1	2	3	4	5				6
40.25 Mts	68.15 Mts	2780	Survey No. 15 Sub Div. No. 2-A	S. No. Sub Div No. 15/1,18/10, 4,5,6,2	S. No. 15 Sub Div No. 2, 2-B	S. No. 15 Sub Div No. 3	NALLAH	
Village : Nerul Taluka : Bardez								

**Remarks:-**

- The applicant has paid conversion Fees of Rs. 500400/- (Rupees Five Lakhs Four Hundreded Only) vide e-challan No. 202000714416 dated 09/09/2020 and Fine of Rs 2025 (Two Thousand and Twenty Five Only) vide e-challan No. 202000714430 dated 09/09/2020.
- The Conversion has been recommended by the Dy. Town Planner, Town and Country Planning Department, Mapusa vide his report No. TPB/4321/NER/TCP-20/2245 dated 19/06/2020 with the following conditions:
- The Dy. Conservator of Forests, North Goa Division, Ponda has given NOC for conversion vide report No. 5/CNV/BAR-41/DCFN/TECH/2019-20/221 dated 30/07/2020.
- The Conversion has been recommended by the Mamlatdar of Bardez Taluka vide his report No.MAM/BAR/CI-I/Conv./2020/2649 dated 18/06/2020.
- This Sanad is issued for conversion of an area for residential purpose only. The development /construction in the plot shall be governed as per laws/rules in force.
- Traditional access, passing through the plot, if any shall be maintained..
- Mundkari rights and Mundsarial area should not be disturbed and should be protected if any



In witness whereof the **ADDITIONAL COLLECTOR III OF NORTH GOA** District, has hereunto set his hand and the seal of this Office on behalf of the Governor of Goa Mrs. Deepakshi Lalit Verma, R/o. A-50, East Uttam Nagar, New Delhi-59 here also hereunto set his hand on this 19<sup>th</sup> day of November, 2020.

  
(Deepakshi Lalit Varma )  
Applicant  
Through her POA Holder  
(Ankit Sharma)

  
(Mahadev J. Araundekar)  
Additional Collector III  
North Goa District  
Mapusa -Goa





Signature and Designation of Witnesses

- 
- 

Complete address of Witness

- St. Pedro, Ribudra and Gaen
- Dioles, mapusa, Goa.

We declare that Mrs. Deepakshi Lalit Verma through her POA holder Mr. Ankit Sharma who have 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,

- The Town Planner, Town and Country Planning Department Mapusa
- The Mamlatdar of Bardez Taluka.
- The Inspector of Survey and Land Records, Mapusa - Goa
- The Sarpanch, Village Panchayat Nerul, Bardez -Goa.



SHRI SHANKER P. CHODANKAR OFFICE: D-209, 2<sup>nd</sup> floor, Rijim Plaz  
ADVOCATE Morod Mapusa Bardez-Goa.

Ref. no.

Date:- 24/06/2022

**LEGAL OPINION ON TITLE**

This Legal Opinion on Title is prepared at the instance of **MRS. DEEPAKSHI LALIT VERMA**, resident of A 50, East Uttam Nagar, New Delhi 59, in respect of the property described in the **Schedule-I** written below and this Opinion is prepared strictly on the basis of the photo copies of the below mentioned documents produced before me for verification and information provided in respect to the Said Property described in **Schedule-I** written below and in the following manner;

**SCHEDULE-I**

All that property known as "Jacinto De Araujo" situated as Nerul Village, Bardez, Taluka, Goa and described in the land Registration Office of Sub District, Ilhas, under No. 20107 at Folio 166V of Book B 53 new and bearing Matriz no. 401 bearing Old Cadastral Survey No. 834 and surveyed under new Survey No. 15/2A of Village Nerul Bardez Goa admeasuring 2780 sq. mts. and is bounded as under:-

  
**Shanker P. Chodankar**  
Advocate  
Off: D-209, Rijim Plaza,  
2<sup>nd</sup> Floor, Morod,  
Mapusa, Bardez - Goa

To the East:- By the property bearing survey No. 15/3, ( property of Maria Cristina Alvares of Parra);

To the West:- By the Road and Comunidade of Nerul (Velvet);

To the North:- By the survey no. 18/1, 10, 4, 5, 6, 2 and of Comunidade of Nerul.

This property described in Schedule I herein above shall hereinafter referred to as "SAID PROPERTY".

#### LIST OF DOCUMENTS:-

1. Inscription Certificate bearing no.20342 of book F-31 and Description certificate no. 20107.
2. Gift Deed dated 18/11/1948.
3. Sale Deed dated 14/3/1980, bearing registration no. 324 at pages 52 to 59 Book-1, Volume 152, dated 19/9/1980.
4. Deed of Succession dated 27/4/2017
5. Deed of Sale dated 10<sup>th</sup> September 2018, registered in Book-1 Document, Registration Number BRZ-BK1-03029-2018, CD Number BRZD800 dated 10-07-2018 at the Sub-Registrar Bardez.

6. Form I and XIV of the property bearing Survey No. 15/2A of Village Nerul, Bardez Goa.
7. Survey Plan of the property bearing Survey No. 15/2A of Village Nerul, Bardez Goa.
8. Records of Demarcation of old survey no. 834 of Village Nerul Bardez Goa.
9. Old Cadastral survey Plan of the property bearing old survey no. 834.
10. Registo do Agremensor of the property bearing old survey no. 834.
11. Land Index of old survey no.834
12. Conversion Sanad dated 19/11/2020 towards proposed survey no. 15/2-A of Village Nerul Bardez Goa.
13. Technical clearance order /Approval granted by TCP dated 11/10/2018 towards proposed construction of residential building in survey no. 15/2-A of Village Nerul Bardez Goa.
14. NOC dated 22/03/2021 issued by Health Centre Candolim towards proposed construction of residential building in survey no. 15/2-A of Village Nerul Bardez Goa.

15. Panchayat licence dated 06/03/2021 towards proposed construction of residential building in survey no. 15/2-A of Village Nerul Bardez Goa.

16. Nil Encumbrance certificate dated 04/05/2017.

17. Nil Encumbrance certificate dated 29/08/2018.

**OPINION ON TITLE:**

1. Upon examination of the above referred registered Sale Deeds , it is seen that the said property was original stands inscribed in favour of Manuel Jose Francisco and his wife Lydia Menezes e Francisco under no.20342 of book F-31 in the Office of land Registrar Ilhas, whereby they reserved the usufruct for themselves and gifted the said property to their daughter Blanche Francisco e Mendonca pursuant to a Gift Deed dated 18/11/1948.

2. That subsequently by a registered Sale Deed dated 14/3/1980 duly registered in the Office of Sub-Registrar Ilhas on 19/9/1980 bearing registration no. 324 at pages 52 to 59 Book-I, Volume 152, Mr. Jovito Joao Xavier de Rosario Mendonca and his wife Dr. Maria Blanch Berta Amarelho Francisco e Mendonca alias Blanche

Francisco Mendonca sold the said property in favour of Mrs. Florinda Felicidade Fernandes.

4. In this manner said Mrs. Florinda Felicidade Fernandes became absolute owner in possession of the Said property.

5. That said Mrs. Florinda Felicidade Fernandes was married under the regime of communion of assets application to the State of Goa to Anton Valentine Fernandes alias Valentino Fernandes alias Antonio Valentino Fernandes alias Valenie Fernandes.

6. That subsequently said Mr. Anton Valentine Fernandes alias Valentino Fernandes alias Antonio Valentino Fernandes alias Valenie Fernandes expired and upon his death a Deed of Succession dated 27/4/2017 drawn in the Office of Notary Ex- Officio sub Registrar of Sattari, and (1). SMT. FLORINDA FELICIDADE FERNANDES, alias FLORINDA FELECIDADE FERNANDES, alias FLORINDA FELECIDADE MASCARENHAS alias FLORINDA FELICIDADE MASCARENHAS, (2). SHRI. JOSE CAETANO FERNANDES, (3). SMT. CILICIA FERNANDES alias CICILA FERNANDES E MENDONCA, alias CILICIA MENDONCA, (4). SHRI. MELVIN PANDIT MENDONCA, (5). SMT. NATTY MAGDELINE FERNANDES alias NATTY MAGDELINE FERNANDES E CARDOZ alias NATTY MAGDELINE CARDOZ, (6). SHRI. ROY REMEDIO CARDOZO, and (7). SHRI. ANTHONY VALENTINE FERNANDES are declared as the sole and exclusive legal heirs of Anton Valentine Fernandes alias Valentino

Fernandes alias Antonio Valentino Fernandes alias Valenie Fernandes having acquired /inherited rights in the said property referred to herein above and more particularly described in the Schedule-I hereunder.

7. That in this manner said (1). SMT. FLORINDA FELICIDADE FERNANDES, alias FLORINDA FELECIDADE FERNANDES, alias FLORINDA FELECIDADE MASCARENHAS alias FLORINDA FELICIDADE MASCARENHAS, (2). SHRI. JOSE CAETANO FERNANDES, (3). SMT. CICILIA FERNANDES alias CICILA FERNANDES E MENDONCA, alias CILILIA MENDONCA, (4). SHRI. MELVIN PANDIT MENDONCA, (5). SMT. NATTY MAGDELINE FERNANDES alias NATTY MAGDELINE FERNANDES E CARDOZ alias NATTY MAGDELINE CARDOZ, (6). SHRI. ROY REMEDIO CARDOZO, and (7). SHRI. ANTHONY VALENTINE FERNANDES became the owners in exclusive possession of the said property referred to hereinabove and more particularly described in Schedule-I hereunder written.

8. That subsequently by Deed of Sale dated 10<sup>th</sup> September 2018, registered in Book-I Document, Registration Number BRZ-BK1-03029-2018, CD Number BRZD800 dated 10-07-2018 at the Sub-Registrar Bardez, the said (1). SMT. FLORINDA FELICIDADE FERNANDES, alias FLORINDA FELECIDADE FERNANDES, alias FLORINDA FELECIDADE

MASCARENHAS alias FLORINDA FELICIDADE MASCARENHAS, (2). SHRI. JOSE CAETANO FERNANDES, (3). SMT. CICILIA FERNANDES alias CICILA FERNANDES E MENDONCA, alias CICILIA MENDONCA, (4). SHRI. MELVIN PANDIT MENDONCA, (5). SMT. NATTY MAGDELINE FERNANDES alias NATTY MAGDELINE FERNANDES E CARDOZ alias NATTY MAGDELINE CARDOZ, (6). SHRI. ROY REMEDIO CARDOZO, and (7). SHRI. ANTHONY VALENTINE FERNANDES sold the Said Property to **DEEPAKSHI LALIT VERMA**.

9. That in this manner said **MRS. DEEPAKSHI LALIT VERMA** became absolute owner in possession of the Said Property.

10. That in Form I and XIV the name of **MRS. DEEPAKSHI LALIT VERMA** found recorded in occupant column of the property bearing Survey No. 15/2A of Village Nerul, Bardez Goa.

11. Upon perusal of Records of Demarcation of old survey no. 834 of Village Nerul Bardez Goa, it is seen that the same stands recorded in the name of Manuel Jose Francisco.

12. Upon perusal of Old Cadastral survey Plan of the property bearing old survey no. 834, it is seen that the same stands recorded in the name of Manuel Jose Francisco.

13. Upon perusal of Registo do Agremensor of the property bearing old survey no. 834, it is seen that the same stands recorded in the name of Manuel Jose Francisco.

14. Upon perusal of Nil Encumbrance certificates, it is seen that there were no encumbrance on the said property.

15. Upon perusal of Conversion Sanad dated 19/11/2020 granted towards the said property bearing survey no. 15/2-A of Village Nerul Bardez Goa, it is seen that the said property is duly converted from agricultural to non agricultural purpose so it is suitable for development.

16. Upon perusal of Technical clearance order /Approval granted by TCP dated 11/10/2018 towards proposed construction of residential building in survey no. 15/2-A of Village Nerul Bardez Goa, it is seen that there are approval granted by the competent authority towards the propose construction to be done in the above said property.

17. Upon perusal of NOC dated 22/03/2021 issued by Health Centre Candolim towards proposed construction of residential building in survey no. 15/2-A of Village Nerul Bardez Goa, it is seen that there are approval granted by the competent authority towards the propose construction to be done in the above said property from Sanitary point of view.

18. Panchayat licence dated 06/03/2021 towards proposed construction of residential building in survey no. 15/2-A of Village Nerul Bardez Goa, it is seen that the Village Panchayat of Nerul has granted licence to carry out construction towards the propose construction to be done in the above said property.

19. Therefore upon perusal and examination of above referred approvals and license it is clear that **MRS. DEEPAKSHI LALIT VERMA** has obtained Conversion Sanad, TCP approval, Construction license towards the said property.

#### General Qualifications and Assumptions:

I). This opinion on title is prepared solely on the basis of documents furnished to me as more particularly listed above.

II). For the purpose of issuing this opinion on title: I have not carried out a negative search in respect of litigations (i) in relation to the said property; and I have taken the sale deed documents under which ownership document produced as the root of title. I have not verified from the registrar the said documents and have relied upon the copies of the documents handed over to me in order to form my legal opinion on title.

III). For the purpose of issuing this opinion on title, I have assumed:

The legal capacity of all natural persons, the genuineness of all signatures, the conformity to original documents of all documents of title submitted to me, as relied above, as photocopies or scanned copies and the authenticity of the originals of such documents;

IV). That the documents of title mentioned in the report above have not been modified in any manner and are valid, subsisting and remain in force;

V). That all the documents relating to the said property and furnished to me have been validly executed and delivered by the parties to them;

VI). That all documents are within the capacity and powers of each party and have been validly authorized by each party;

VII). That names of persons spelt differently in different documents in respect of the SAID PROPERTY are the same person;

VIII). The accuracy of this report on title necessarily depends on the documents furnished to me and the information provided to me during the course of my discussions, being true, complete and accurate and which I have assumed to be the case. I therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to me.

IX). This opinion on title is confined to the SAID PROPERTY only.

The availability/existence of the access to the SAID PROPERTY is not within the scope of this report;

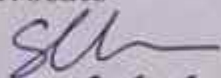
X). A certificate determination, notification, opinion or the like will not be binding on an Indian court or any arbitrator or judicial or regulatory body which would have to be independently satisfied despite any provision in the title documents to the contrary. The Opinion on title has been prepared in accordance with and is subject to the laws of India.

#### OPINION:

After examining the above listed documents and subject to above observation, I am of the opinion that the above said **MRS. DEEPAKSHI LALIT VERMA** has acquired ownership right over the Said Property bearing Survey No. 15/2A of Village Nerul Bardez Goa admeasuring 2780 sq. mts. and her title over the above said Property is absolutely clear and marketable.

Mr. Shanker P. Chodankar

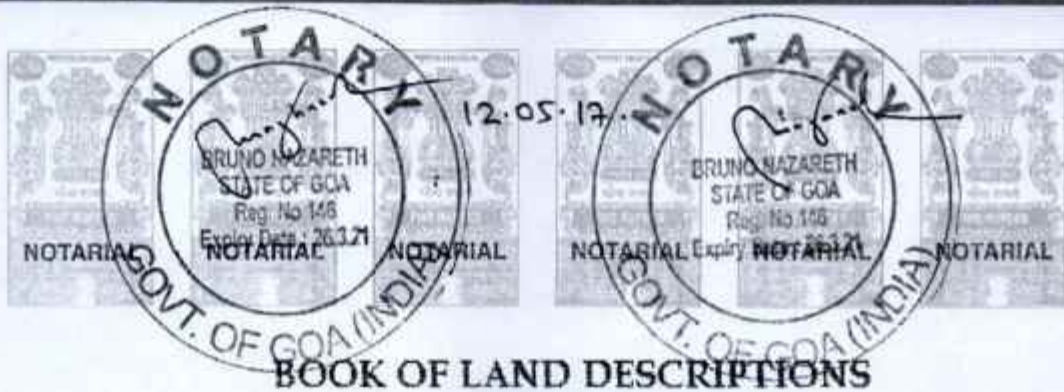
Advocate



*Shanker P. Chodankar*

Advocate  
Off: D-209, Kacie Plaza,  
2nd Floor, Marol,  
Mumbai, Bardez - Goa

*Bruno Nazareth*  
ADVOCATE & NOTARY  
A-107, 1st Floor,  
SALDANHA BUSINESS TOWERS  
(College Road - Opp. Civil Court  
Altinho - Mapusa-Bardez-Goa - 403 507  
Ph. 2250012 Mob.: 9890010012  
e-mail : advbruno@rediffmail.com



## LAND DESCRIPTION AND ANNOTATION

### DESCRIPTION NO.20107

Property "JACINTO DE ARAUJO", situated in the Village and Parish of Nerul, bounded on the east by Manoel Francisco de Santana Alvares, on the west by the water drain, on the north by the Comunidade of Nerul and on the south by that of Subraia Ananta Sinai Bobo.

Market value Rupees two thousand.

Real Index one new at folio thirty five, number three hundred and eight.

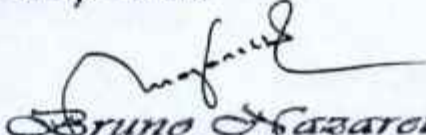
The Land Registrar  
Sd/- (Illegible)

#### Reference to other Books of Registration :-

- G - 34 at folio 11 no.21145
- F - 31 at folio 124 overleaf no.20342
- F - 31 at folio 124 overleaf no.20343

Certified that the above is a true and faithful translation from Portuguese into English language of the respective document which is an extract of Land Description no.20107, at folio 166 overleaf of Book B - 53 (new), of the Land Registration Records of the then Judicial Division of Ilhas, issued by the Archivist (Publication), Directorate of Archives and Archaeology, Panaji - Goa.

Reg. u/no.490/2017  
Mapusa - Goa.  
12<sup>th</sup> May 2017.

  
Bruno Nazareth  
ADVOCATE & NOTARY  
A-107, 1st Floor,  
SALDANHA BUSINESS TOWERS  
(College Road - Opp. Civil Court  
Altinho - Mapusa-Bardez-Goa - 403 50,  
Ph. 2250012 Mob.: 9890010012  
e-mail : advbruno@rediffmail.com



BOOK OF DIFFERENT INSCRIPTIONS  
INSCRIPTIONS

Year : Nineteen hundred and fifty. Month : August. Day : Second.  
Serial number of presentation : Two.

INSCRIPTION NO.20342

Number : Twenty thousand three hundred and forty two.

It is hereby inscribed in favour of Manuel Jose Francisco and his wife Ildia Menezes e Francisco, landowners, now residents in Bombay, the life interest of the properties described under numbers twenty thousand one hundred and six, twenty thousand one hundred and seven and twenty thousand one hundred and eight at folio one hundred and sixty six, folio one hundred and sixty six overleaf and folio one hundred and sixty seven of Book B - fifty three new, which they reserved for themselves during their life time, in the gift that they made of the said properties in favour of their daughter Blanche Francisco e Mendonca, married, landowner, from Candolim, resident in Bombay.

Deed dated eighteenth November nineteen hundred and forty eight, drawn up by the Notary of Daman, Jose Vashington Fernandes, in the Book number one hundred and seventy nine at folio two overleaf, which I returned upon filing the Application in the bundle number eight of nineteen hundred and fifty.

Personal Index nineteen new of letter 'M' at folio ninety nine overleaf, number three thousand six hundred and twelve and nineteen new of letter 'T' at folio eighty four overleaf number four hundred and sixty five.

.....2/-



- 2 -

This was effected on twenty third August nineteen hundred and fifty three.

The Land Registrar  
Sd/- (Illegible)

### ANOTHER INSCRIPTION

Year : Nineteen hundred and fifty. Month : August. Day : Two.  
Serial number of presentation : Three.

### INSCRIPTION NO.20343

Number : Twenty thousand three hundred and forty three.

It is hereby inscribed in favour of the heirs of Manuel Jose Francisco and his wife Ilidia Menezes e Francisco, now residents in Bombay, the real encumbrance of collation against the properties described under numbers twenty thousand one hundred and six, twenty thousand one hundred and seven and twenty thousand one hundred and eight, at folio one hundred and sixty six, folio one hundred and sixty six overleaf and folio one hundred and sixty seven of Book B - fifty three new, which were gifted by the same Manuel and wife, in favour of their daughter Blanche Francisco de Mendonca, landowner, married, from Candolim, resident in Bombay.

Deed dated eighteenth November nineteen hundred and forty eight, drawn up by the Notary of Daman, Jose Vashington Fernandes, in the Book number one hundred and seventy nine at folio two overleaf, which I returned upon filing the Application in the bundle number eight of nineteen hundred and fifty.

.....3/-



- 3 -

Personal Index nineteen new of letter 'M' at folio ninety nine overleaf, number three thousand six hundred and twelve and nineteen new of letter 'T' at folio eighty four overleaf number four hundred and sixty five.

This was effected on twenty third August nineteen hundred and fifty three.

The Land Registrar  
Sd/- (Illegible)

Certified that the above is a true and faithful translation from Portuguese into English language of the respective document which includes the extracts of the Inscriptions no.20342 and 20343, at folios 124 overleaf and 125 of Book F - 31, of the Land Registration Records of the then Judicial Division of Ilhas, issued by the Archivist (Publication), Directorate of Archives and Archaeology, Panaji - Goa.  
Reg. u/no.491/2017  
Mapusa - Goa.  
12<sup>th</sup> May 2017.

  
Bruno Nazareth  
ADVOCATE & NOTARY  
A-107, 1st Floor,  
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(College Road - Opp. Civil Court  
Altinho - Mapusa-Bardez-Goa - 403 50,  
Ph. 2250012 Mob.: 9890010012  
e-mail : advbruno@rediffmail.com



1561/13-53(n)

# Livro de descrições prediais

Descrição geral e averbamento  
N.º 50107

Referências aos outros livros de Registo

Quinta fazenda de campo, sítio na aldeia e pragueira de Alentejo, com portada de madeira com telha. Possui fontes de água e viveiros, se pinto com a pintura, e está com a comunidade de Alentejo, e se está com a fazenda de campo de Alentejo.

Nota: alguns dados não estão certos.

Assinado em Alentejo, a 25 de Maio de 1953.

O Comarca  
João de Deus

1. 34/11 nº 81145  
 2. 31/12 nº 20342  
 3. 31/12 nº 20343

DIREÇÃO GERAL DE REGISTO  
 AGRICULTURA  
 DIRETOR GERAL DE REGISTO  
 ALFONSO DE ALBUQUERQUE  
 1953



Directorate of Archives & Archaeology  
Panaji-Goa  
No. 286  
Date 27/4/17

-01-  
Certified that the photocopy is of the  
folio 166<sup>v</sup> of the Book No. B-53(N)  
of the Latin Romanica Record of  
Ilheus  
Preserved in the Directorate of Archives  
& Archaeology, Panaji, under accession  
No. \_\_\_\_\_  
Panaji: 27/04/2017

This document consisting  
of one computerized copy  
is issued at the request  
of R-L Pedrukar from  
Nerut Bandy.

Panaji :- 27/04/2017

*[Signature]*  
27/4/2017

**SHRI BALAJI S. SHENVY**  
Archivist (Publication)  
Directorate of Archives & Archaeology  
Panaji-Goa.  
श्री बालाजी सु. शेणवी  
पुरातत्व आधिकारी (प्रकाशन)  
पुरातत्व आनी पुरातत्वशास्त्र संचालनालय  
पणजी-गोंय

Directorate of Archives &  
Archaeology  
Panaji-Goa  
Paid Rs. 50/-  
To T.R.S. No. 360  
Date 24 04 2017

124/F 3/13

LIVRO DE INSCRIÇÕES DIVERSAS

INSCRIÇÕES				AVERBAMENTOS			
Ano	Mês	Dia	Número da ordem de apresentação	Ano	Mês	Dia	Número de ordem de apresentação
1950	Agosto	2	2				
<p>1950   Agosto   2   2</p> <p>1 - N.º 342</p> <p>Fica morto a favor de Manuel dos Santos e sua esposa Maria de Fátima e Francisco José, em virtude de sua promissão, a qual foi feita em 03 de agosto de 1950, em cumprimento de uma linha líquida de dezembro de 1949, em favor de Manuel dos Santos e sua esposa Maria de Fátima.</p>							
<p>1950   Agosto   2   2</p> <p>1 - N.º 343</p> <p>Fica morto a favor de Manuel dos Santos e sua esposa Maria de Fátima e Francisco José, em virtude de sua promissão, a qual foi feita em 03 de agosto de 1950, em cumprimento de uma linha líquida de dezembro de 1949, em favor de Manuel dos Santos e sua esposa Maria de Fátima.</p>							
<p>1950   Agosto   2   2</p> <p>1 - N.º 344</p> <p>Fica morto a favor de Manuel dos Santos e sua esposa Maria de Fátima e Francisco José, em virtude de sua promissão, a qual foi feita em 03 de agosto de 1950, em cumprimento de uma linha líquida de dezembro de 1949, em favor de Manuel dos Santos e sua esposa Maria de Fátima.</p>							

Directorate of Archives & Archaeology  
Panaji-Goa

No. 286

Date 27/4/17



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Certified that the photograph is of the  
folio 124<sup>v</sup> of the Book No. F-31  
of the Lawy's Registration Records of  
Shri

Principal & Director of Archives  
& Archaeology, Panaji, under reference  
No. \_\_\_\_\_  
Panaji 27/04/2017

  
27/4/2017

**SHRI BALAJI S. SHENVY**  
**Archivist (Publication)**  
**Directorate of Archives & Archaeology**  
**Panaji-Goa.**

श्री बालाजी सु. शेपटी  
पुराभिलेख अधिकारी (प्रकाशन)  
पुराभिलेख आनी पुरातत्वशास्त्र संवालय  
पणजी-गोंय

*[Handwritten signature]*

### LIVRO DE INSCRIÇÕES DIVERSAS

EXPERIÊNCIAS				AVERBAMENTOS			
Ano	Mês	Dia	Número da ordem de apresentação	Ano	Mês	Dia	Número da ordem de averbamento
<p>1931 - Março - 21 - 1767</p> <p>1931 - Março - 21 - 1767</p> <p>1931 - Março - 21 - 1767</p>							
<p>1932 - Março - 21 - 1768</p> <p>1932 - Março - 21 - 1768</p> <p>1932 - Março - 21 - 1768</p>							
<p>1933 - Março - 21 - 1769</p> <p>1933 - Março - 21 - 1769</p> <p>1933 - Março - 21 - 1769</p>							

Directorate of Archives & Archaeology  
Panaji, Goa  
No. 286  
Date 27/4/17  
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Certified that the photograph is of the  
folio 125 of the Book No. F-31  
of the Laxmi Rameswar, Record of  
[Signature]  
preserved in the Directorate of Archives  
& Archaeology, Panaji, Goa. Volume  
No. [Signature]  
Panaji 27/04/2017

This document consisting  
of two computerized copies  
is made at the request  
of R.L Pednekar from  
Newest Bandy.  
Panaji :- 27/04/2017

[Signature]  
27/4/2017

**SHRI BALAJI S. SHENVY**  
Archivist (Publication)  
Directorate of Archives & Archaeology  
Panaji-Goa.  
श्री बालाजी सु. शेणवी  
पुराभिलेख आधिकारी (प्रकाशन)  
पुराभिलेख आनी पुरातत्वशास्त्र संचालनालय  
पणजी-गोंय

Directorate of Archives &  
Archaeology  
Panaji-Goa  
Paid Rs. 100/-  
No. T.R.S.No. 360  
Date 27/04/2017  
Page 1

**DECLARATION CUM UNDERTAKING.**

We, Mr Gopi Tukaram Shirodkar, son of Late Mr. Tukaram Shirodkar, 76 years of age, Holding AADHAR CARD No. \_\_\_\_\_, and Mrs. Mangal Gopi Shirodkar, wife of Mr. Gopi Tukaram Shirodkar, 64 years of age, Holding AADHAR CARD No. \_\_\_\_\_, both resident of House No. 332, Bhatti Waddo, Nerul, Bardez Goa, solemnly state on oath and declare as under:-

1. We say that we are residing in the property surveyed under survey no.15/2, We say that there is a well in the adjacent property surveyed under survey no.15/2-A, admeasuring 2780.00sq.mts of Village Nerul, identified as TITABHAT.
2. We say that the said property is owned and possessed by Florinda Felicidade Fernandes and her legal heirs along with Lifestyle Realiity.
3. We say that we have shared a very cordial relationship with the owners and out of the cordial relationship the owners has allowed us to use the water from the well without creating any rights over the usage of the said well and the same was solely gratuitous.
4. We say that we have no right of whatsoever nature over the said property or said well or the right to the access to the said well and we undertake and declare that we will swear and sign any affidavit or documents required to be produced before any authority regarding the above subject matter.

G. Tukaram Shirodkar

मंगल गोपी शिरोडकर

5. We undertake not to claim any kind of right of usage over the property or the well or the access to the well and such usage was totally gratuitous with an clear understanding that the same shall not create any right over the said well or any part of survey no.15/2-A of Village Nerul,Bardez taluka, Goa.

6. We say that we have read and fully understood the contents of the present Declaration cum Undertaking and the same is executed by us with our free will and without any kind of force or coercion.

7. We say that whatever is stated in Para 1 to 7 are true to our knowledge and no part of it is false.

Solemnly affirmed on this 30<sup>th</sup> day of August 2018 at Mapusa Goa.

Dated:-30-08-2018

Place:- Mapusa.

1. Deponent.

(Mr. Gopi Tukaram Shirodkar)

  
\_\_\_\_\_

2. Deponent.

(Mrs. Mangal Gopi Shirodkar)

  
\_\_\_\_\_

भारत सरकार

Government of India

Enrolment No. 1118/00015/07453

22/01/2012

To  
Gopi Tukaram Shirodkar  
C/O Gopika Gopi Shirodkar  
332, Bhati Waddo, Bardez, Nerul  
Nerul, North Goa  
Goa 403114

10793349



UG10/233493IN



आपका आवार क्रमांक / Your Awar No. :



आधार - आम आदमी का अधिकार



भारत सरकार  
GOVERNMENT OF INDIA

Gopi Tukaram Shirodkar  
Year of Birth : 1942  
Male



आधार - आम आदमी का अधिकार

31/05/18

Gopi Tukaram Shirodkar



To  
मंगल शिरोडकर  
Mangal Shirodkar  
W/O Gopi Shirodkar  
332, Bhati Waddo, Bardez  
Nerul  
Nerul  
North Goa  
Goa 403114  
9890364387

21/01/2012  
379039051



आपका आधार क्रमांक / Your Aadhaar No. :



# मेरा आधार, मेरी पहचान



मंगल शिरोडकर  
Mangal Shirodkar  
जन्म तिथि / DOB : 24/04/1954  
महिला / Female

21/01/18  
मंगल शिरोडकर



10  
25  
SN. 834

834

DIRECÇÃO DOS SERVIÇOS DE AGRIMENSURA DO ESTADO DA INDIA

Auto de demarcação

Concelho de Bardes

Aldeia de Averul

Aos vinte e quatro de Dezembro de mil novecentos trinta e cinco  
nesta aldeia de Averul do concelho de Bardes e no  
local do predio denominado "Jacinto de Araujo" per-  
tencente a Manoel José Francisco, residente em Sau-  
goldá

onde vim eu

Pascual Peregrino Piñó, agrimensor

a fim de, nos termos do Diploma Legislativo n.º 764, de 26 de Novembro de 1934,  
proceder a verificação da demarcação do mesmo predio e ai, compareceram pré-  
viamente <sup>intimados</sup> o referido proprietário Manoel José Francisco

e os colimiteiros Comunidade da aldeia de Averul, repre-  
sentada por seu procurador Libano Jaime Galino Fer-  
nandes, Madeira Suidora Suia Bobo, Ana Luí Subraia  
Suia Bobo, José Prodomiro de Souza, Maria Cristalina  
Alvaris, Câmara Municipal de Bardes, representada  
por seu procurador diogo por seu encarregado José Sante-  
na Dias Sapico, bem assim interveio nesta diligen-  
cia a comissão censuaria composta de Desiderio Bi-  
riaco, Manoel Bonificação Godinho e Autónio Faveira  
Fernandes

E em seguida tendo sido examinado o limite do predio se verificou que o mes-  
mo estava imperfeitamente demarcado e por isso se procedeu a demarcação do mes-  
mo prédio, com assistência e acôrdo dos respectivos interessados, nos termos repre-

sentados na planta respectiva sob o n.º 214 com onze marcos  
de pedra lateritea e borda alta revestida de pedras



Para constar se lavrou este que sendo lido e explicado e achando-o conforme  
vai ser assinado por todos ditos acordados pelas testemunhas  
presenciais Jagamata Dendo e Voicunta Domo, ambos casa-  
dos, proprietarios, e os residentes de Maracaim e aquelle de Guamae  
e por mim dito affirmador que o fiz escrever e rubricar.

+ Manuel José Francisco

Desiderio Ciriano Manuel Loucica da Góia  
Maria Cristalina Alvares

José Teodoro de Souza Néa Dva Ledra Linae Pólv

José Santuária Dias Raposo

Sebano Jaime Edalino Yervaudes

Henrique Subraim Lamy Bobó

Antônio Fancira Thomaz

Assinado de Jagamata Dendo

Assinado de Voicunta Domo

Paulo Rufino

The records of village Nerul  
Banduz are not finalised  
as per the rules existing in  
force

*Amkanya*  
MAYA K. AMONKAR  
INSPECTOR OF SURVEY &  
LEASING OFFICER  
(REGISTRATION & L.S.)  
P. 10/1/2011



COMPARED BY  
*Pratima*  
(Pratima Kavlekar)  
H-3



गोवा GOA

ARAM INVESTMENT CENTRE  
Rijim Plaza, 2nd Floor,  
Plot No. D-217, Nr. Fish Market  
Morod, Mapusa, Goa.

BABAL A. DHARGALKAR  
AC-STP-VEN/MAPUSA/774

Sr. No. 1759 Place of Vendor, Mapusa 421753

Date of Issue 20/08/18 Value of Stamp

Paper Rs. 500/- (Rupees five hundred  
only.)

Name of the Purchaser Yanduru Sreekanth.

Residing at Mapusa S. Sreekanth.

B  
Signature of the  
Stamp Vendor

Signature of the Purchaser

MEMORANDUM OF UNDERSTANDING

forwards

Jalid vas

Normal

This **MEMORANDUM OF UNDERSTATING** is made on this 30<sup>th</sup> day of August 2018 at Mapusa Bardez Goa by and ;

**BETWEEN**

**(1). SMT. FLORINDA FELICIDADE FERNANDES, alias FLORINDA FELECIDADE FERNANDES, alias FLORINDA FELECIDADE MASCARENHAS alias FLORINDA FELICIDADE MASCARENHAS,** widow of late Antonio Valentino Fernandes, aged about 81 years, housewife, holding PAN Card no. [REDACTED], Aadhar Card no. [REDACTED], Email I.D.anthony91dj@gmail.com, Phone no. 9923721392, resident of H.No.256, Bhatti Waddo, Nerul Bardez Goa, **(2). SHRI. JOSE CAETANO FERNANDES,** son of late Antonio Valentino Fernandes, aged about 62 years, in service, holding PAN Card no. [REDACTED], Aadhar Card no. [REDACTED], Email I.D.jcfdes@yahoo.com, Phone no. 9881655103, resident of H. No. 256, Bhatti Waddo, Nerul Bardez Goa; presently residing at Al-Dabbous Intl. Co, P.O. Box 5691 Safat 13057 Safat-Kuwait; **(3). SMT. CICILIA FERNANDES alias CICILA FERNANDES E MENDONCA, alias CICILIA MENDONCA,** daughter of Jose Caetano Fernandes, aged 33 years, in service, holding PAN Card no. [REDACTED], Aadhar Card no. [REDACTED], Email I.D.cicilia.fernandes195@yahoo.com, Phone no. 9096273362, and her husband; **(4). SHRI.MELVIN PANDIT MENDONCA,** son of Mr.Prabhu Jose Mendonca, aged about 37 years, in service, holding PAN Card no. [REDACTED], Aadhar Card no. [REDACTED], Email I.D. melvin.mendonca1981@gmail.com, Phone no. 9096273362, both resident of Sayed Yaseen Street, Building 1655, 4th Floor, Apt14, Block-9, area 4, Salmiya-Kuwait; **(5). SMT. NATTY MAGDELINE**

*[Signature]*

*[Signature]*

*[Signature]*

**FERNANDES alias NATTY MAGDELINE FERNANDES E CARDOZ alias NATTY MAGDELINE CARDOZ** daughter of Jose Caetano Fernandes, aged 31 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no \_\_\_\_\_, Email I.D. nattyferns\_27@yahoo.com, Phone no.8605616475, and her husband; **(6). SHRI. ROY REMEDIO CARDOZO**, son of Shri. Joaquim Cardozo, aged 43 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no.NIL, Indian Passport no.N1270992 Email I.D.roy\_cardozo@yahoo.co.uk, Phone no.8605616475, both residing at H.No.392, Alto Guimaraes, Panaji Goa, **(7). SHRI. ANTHONY VALENTINE FERNANDES**, son of Jose Caetano Fernandes, 27 years of age, unmarried, businessman ,having PAN Card No. \_\_\_\_\_, holder of Adhaar Card No. \_\_\_\_\_, Email I.D. anthony91dj@gmail.com, Mobile No.9923721392, Indian National, residing at House No.256, Bhattivaddo, Nerul, Bardez, Goa, 403114; hereinafter called the "**VENDORS**" (which expression shall unless repugnant to the context or meaning thereof include their heirs, successors, and legal representatives and assigns) as party of the **FIRST PART;**

**AND**

**MR. LALIT VERMA**, son of Roshan Lal Verma, 36 years of age, Indian National, bearing Pan Card No \_\_\_\_\_ Resident of A 50, East Uttam Nagar , New Delhi 59, hereinafter referred to as the '**PURCHASER/ASSIGNEE**' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, assigns, executors, administrator, nominees as Party of the **SECOND PART;**

*Fernandes*

*Lalit Verma*

*Normal*

**AND**

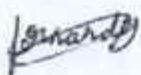
**Lifestyle Reality**, a Partnership firm, represented by its Partner MR. NERMMAL LAKHANI, son of K R Lakhani, 38 years of age, Indian National, partner of Lifestyle Reality, having its office at 77, Aum, Rangavi Estate, Issorcim, Bogmalo Road, Mormugao Goa, bearing PAN card no. \_\_\_\_\_, along with their associate partner or company, hereinafter referred to as the '**CONSENTING PARTY/ASSIGNOR**' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, assigns, executors, administrator, nominees as Party of the THIRD PART;

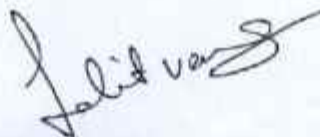
WHEREAS the Vendors nos.1 represented herein by her duly constituted Power of Attorney holder Mr. Anthony Valentine Fernandes who is the Vendor No. 7 hereinabove vide a Power of Attorney dated 2<sup>nd</sup> September 2017.

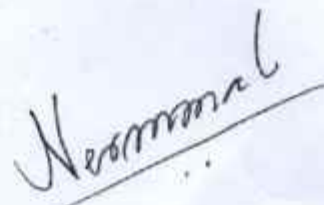
WHEREAS the Vendors nos. 2 TO 4 represented herein by their duly constituted Power of Attorney holder Mr. Anthony Valentine Fernandes who is the Vendor No. 7 hereinabove vide a Power of Attorney dated 23<sup>rd</sup> December 2016.

WHEREAS the Vendors nos. 5 and 6 represented herein by their duly constituted Power of Attorney holder Mr. Anthony Valentine Fernandes who is the Vendor No. 7 hereinabove vide a Power of Attorney dated 12<sup>th</sup> November 2016.

**WHEREAS** there exists a property known as " Jacinto De Araujo" situated at Nerul Village, Bardez Goa and described in the land Registration Office of Sub District , Ilhas, under No. 20107 at Folio 166V of Book B 53 new and bearing Matriz no.401 bearing old cadastral survey no. 834 and surveyed under new survey no. 15/2A of Village Nerul, Bardez Goa admeasuring 2780 sq. mts. and is bounded as under:-







To the East:- By the property bearing survey No. 15/3, ( property of Maria Cristina Alvares of Parra);

To the West:- By the Road and Comunidade of Nerul (Velvet);

To the North:- By the survey no. 18/1, 10, 4, 5, 6, 2 and of Comunidade of Nerul.

This property shall hereinafter be referred to as the "**SAID PROPERTY**" and is described in the **Schedule- I** written below.

**AND WHEREAS** the said property was original stands inscribed in favour of Manuel Jose Francisco and his wife Lydia Menezes e Francisco under no. 20342 of book F-31 in the Office of land Registrar Ilhas, whereby they reserved the usufruct for themselves and gifted the said property to their daughter Blanche Francisco e Mendonca pursuant to a Gift Deed dated 18/11/1948.

**AND WHEREAS** pursuant to a Sale Deed dated 14/3/1980 duly registered in the Office of Sub-Registrar Ilhas on 19/9/1980 bearing registration no. 324 at pages 52 to 59 Book-I , Volume 152, Mr. Jovito Joao Xavier de Rosario Mendonca and his wife Dr. Maria Blanch Berta Amarello Francisco e Mendonca alias Blanch Francisco Mendonca in favour of Mrs. Florinda Felicidade Fernandes.

**AND WHEREAS** based on the said Sale Deed dated 14/3/1980, her names stands recorded in the Survey Records of Rights in respect of the Said property.

**AND WHEREAS** said Mrs. Florinda Felicidade Fernandes was married under the regime of communion of assets application to the State of Goa to Anton Valentine Fernandes alias Valentino Fernandes alias Antonio

Valentino Fernandes alias Valenie Fernandes and upon his death a Deed of Succession dated 27/4/2017 came to be executed/registered.

**AND WHEREAS** pursuant to a Deed of Succession dated 27/4/ 2017 drawn in the Office of Notary Ex- Officio sub Registrar of Sattari, the Vendors are declared as the sole and exclusive legal heirs of Anton Valentine Fernandes alias Valentino Fernandes alias Antonio Valentino Fernandes alias Valenie Fernandes having acquired /inherited rights in the said property referred to herein above and more particularly described in the Schedule-I hereunder.

**AND WHEREAS** in this manner the Vendors are claiming to be the owners in exclusive possession of the said property referred to hereinabove and more particularly described in Schedule-I hereunder written.

**AND WHEREAS** the Vendors further declare that they are in exclusive, de facto, continuous, uninterrupted possession of the said property described in Schedule-I as owners thereof from the time of its purchase upto the present date and are therefore owners by virtue of both original documentary title as well as by virtue of exclusive, continuous, uninterrupted possession without any interference by any other person whatsoever since 14/03/1980 upto the present date.

**AND WHEREAS** by a Memorandum of Understanding dated 19/04/2018 the Vendors agreed to sell the said property to the Consenting Party herein/Third Party herein for consideration.

**AND WHEREAS** the Consenting Party/Third Party has agreed to sell, assign and transfer all their rights held by them pursuant to the said MOU, in favour of the Purchaser for consideration.

**AND WHEREAS** the Vendors and the Consenting Party herein have agreed to sell and the Purchaser has agreed to Purchase the said

*Fernandes*

*Felipe v. S.*

*Nesmmal*

property as described in the schedule-I written below in terms of warranties and representations made herein by the Vendors and the Consenting Party .

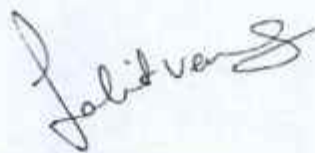
**AND WHEREAS** the name of the Vendor no.1 is duly recorded in the occupants column of Survey No. 15/2A of Village Nerul, Bardez Goa and further declare and undertakes to give all the co-operation to the Purchaser during the course of carrying out mutation in order to seek Mutation of the Said Property once a Sale Deed is executed and registered.

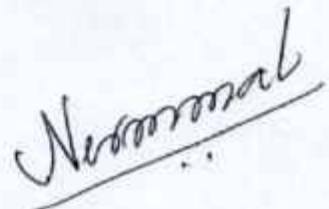
AND WHEREAS the Vendors and the confirming parties declare that the Said Property is fit for development and they undertake to obtain Conversion Sanad and TCP approval towards ~~four~~<sup>three</sup> Villas in the said property before the execution of a Sale Deed, which is a pre condition for the sale purchase of the Said Property. However in the event the said conversion and approvals are not obtained before the date of registration of the Sale Deed, in that event the Sellers and the Consenting Party shall execute and register the Sale Deed of the said property in favour of the Purchaser on belated payment and shall obtain the Conversion Sanad and approvals from TCP prior to the said belated payments are honoured.


**AND WHEREAS** the Vendors and the consenting party declare that they have not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Plot.

**AND WHEREAS** the Vendors and the consenting party declares that the Said Property is free from any encumbrance, charge, mortgage, claim , litigation etc. of any person whomsoever and that there is no dispute either in any Court or otherwise on loco nor have they agreed or promised to sell the Said Property to any other parties, nor it is attached by Income Tax authority or Sales Tax authority or any other office.





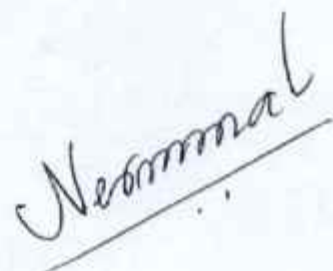
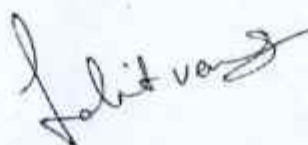




**AND WHEREAS** the Vendors and the consenting party further declares that their title towards the Said property is absolutely clear and marketable and they have all the right, authority and power to sell the Said Property to the Purchaser herein and that there are no restrictions or limitations on the development of the said Property and to execute the present MOU in favour of the Purchaser and that besides the Vendors there are no other person having any right, title, interest, right etc. in the Said Property and that they have full freehold right and the absolute authority, right to sell, transfer or dispose of the same and in every and any manner whatsoever to the Purchaser.

**AND WHEREAS** the Vendors and the consenting party declare that they have not created any third party right, title, interest, charge, lien, mortgage, agreement over the Said Property nor they have done or omitted or willingly suffered and been a party to any act, deed or thing whereby the Vendors /consenting party herein are prevented from selling the Said Property in the manner aforesaid and they unconditionally undertake to keep indemnified the Purchaser and their successors as against any defects in title and claims as required to be fulfilled in terms of Transfer of Property Act.

**AND WHEREAS** the Vendors declare that besides them no other persons have any claim or demand or right or title or interest in the Said Property and/or any part or portion thereof and they have not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no persons whosoever have/had/has ever claimed any right or interest including any right of pre-emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any other party.

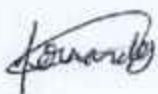


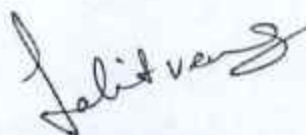
**AND WHEREAS** the Vendors and the Consenting Party have undertaken to clear all the objections if any that may arise towards the Public Notice issued in the Newspaper by the Purchaser before execution of the Sale Deed in terms of the present MOU, and that declare that their title towards the said property is absolutely clear and marketable in the manner explained herein above and obtain a Widow permission from the Deputy Collector and proceed to conclude the Sale Deed of the said property, however the time taken to clear the objection if any arises towards the Public Notice shall be cleared prior to the execution of the sale deed.

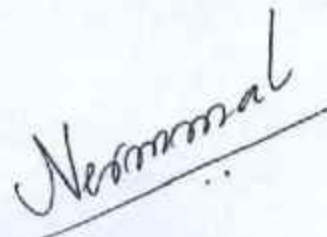
**AND WHEREAS** taking into consideration the above representations, declaration, and assurances and the Vendors and the Consenting Party, the PURCHASER has agreed to purchase the said property from the Vendors and the Consenting Party as described in Schedule-I for a total consideration of Rs. 1,40,00,000/- (rupees One Crore Forty Lakhs only) based on the terms and conditions agreed and detailed herein under;

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:**

1) That in terms of above understanding, representation and assurances given by the Vendors and the Consenting Parties herein and in consideration of payment of Rs.1,40,00,000/- (rupees One Crore Forty Lakhs only) payable by the Purchaser to the Vendors and the consenting party in the manner explained herein below, they the Vendors and the consenting party do hereby agree to sell, transfer, assign and convey the said property as described in the Schedule-I written below to the Purchaser, TOGETHER WITH ALL ways, waters, well, structure, water courses, liberties, privileges, easements and appurtenances whatsoever belonging to the Said Property or in any way







reputed to, belong to or be occupied therewith or be appurtenant thereto; AND ALL the right, title, estate, interest, claims and demands whatsoever of the vendors and the consenting party to the Said Property hereby agreed to be conveyed, assigned and sold and every part thereof in the manner explained herein.

2) That the total consideration of Rs. 1,40,00,000/- (rupees One Crore Forty Lakhs only) shall be paid by the Purchaser to the Vendors and the Consenting Party in the following manner ;

(A). Rs. 15,00,000/- (rupees fifteen lakhs only) by a cheque bearing no. 676639 dated 30/08/2018, drawn on South Indian Bank Ltd. New Delhi, in favour of Vendors drawn on the Anthony Fernandes POA holder of the Vendor Nos. 1 to 6 and for him as a Vendor No. 7 for (which amounts they the Vendors acknowledged having received from the Purchaser as part consideration).

(B). Rs. 5,00,000/- (rupees five lakhs only) by a cheque bearing no. 676640 dated 30/08/2018 drawn on South Indian Bank Ltd. New Delhi, in favour of the Consenting Party (which amounts they the consenting party acknowledged having received from the Purchaser as part consideration).

(C). Balance consideration shall be paid simultaneously upon execution and registration of a Sale Deed by the Vendors and the Consenting Party in favour of the Purchaser which sale Deed shall be executed and registered on or before 13<sup>th</sup> of September 2018 during which time the vendors shall obtain widow permission from the Deputy Collector, and shall clear the objections if any arises towards the Public Notice published in the Newspaper by the Purchaser, thereafter simultaneously upon payment of the total consideration at the time of execution and registration of a Sale Deed in the name of the Purchaser and/or in favour of their nominees. However time spent on obtaining

*fernandes*

*Jalid veng*

*Nammal*

Widow permission and clearing the objections if any towards public notice shall be excluded while counting the days for execution/registration of a Sale Deed. It is also agreed upon that the Vendors and the Consenting parties obtain Conversion Sanad and TCP approval towards three Villas in the said property before the execution of a Sale Deed, which is a pre condition for the sale purchase of the Said Property. However in the event the said conversion and approvals are not obtained before the date of registration of the Sale Deed, in that event the Sellers and the Consenting Party shall execute and register the Sale Deed of the said property in favour of the Purchaser on belated payment and shall obtain the Conversion Sanad and approvals from TCP prior to the said belated payments are honoured.

3. The VENDORS and the CONSENTING PARTY do hereby further declare that the VENDORS and the Consenting Party have good right, full power and absolute authority to grant, convey, transfer and assign the Said Property to the use of the Purchaser in the manner aforesaid.

4. The VENDORS and the CONSENTING PARTY agree with the PURCHASERS to keep them indemnified as against any valid and subsisting claim of title in case of any claim of adverse title of the Said Property hereby agreed to be conveyed or any dispute in respect of the Said Property.

5. That the VENDORS and the CONSENTING PARTY further specifically declare and represent to the Purchasers as under;

A) That the title of the Said Property is absolutely clear and marketable and that there are no restrictions or limitations on the Said Property to execute the present agreement in favour of the Purchasers.

B) That the Vendors are the sole and absolute owners in possession of the Said Property and that their title towards the Said Property are absolutely clear and marketable.

*Fernando*

*Jalid*

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C) That the Said Property is free and discharged from any claims, encumbrances, charges, litigation, mortgage, lien, dispute, restrictions, acquisition, requisitions, tenancy claim, mundkar claim etc. and the Vendors have full freehold right and the absolute authority, right to sell, transfer or dispose off the Said Property and in every and any manner whatsoever to the Purchasers.

D) That they have not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Property.

E) That they have not created any third party right, title, interest in the Said Property.

F) That the Said Property is not attached by Income Tax authority or Sales Tax authority or any other office.

G) That the Vendors are lawfully seized and possessed of the Said Property free from encumbrances or defects whatsoever and they have absolute authority to sell the Said Property in the manner explained herein.

H) That the Purchasers shall upon execution of the Sale Deed shall be entitled to peacefully and quietly own, possess and enjoy the Said Property without any valid and subsisting claims or demand whatsoever from the Vendors or any person or persons claiming through or under him.

I) That they have not done or omitted or willingly suffered and been a party to any act, deed or thing whereby the Vendors are prevented from selling the Said Property in the manner aforesaid.

J). That the Said Property is not the subject matter of any court attachment or any adverse claim, demand or actions of any person whomsoever nor they have created any charge, lien, agreement, MOU, mortgage over the same in favor of any other parties.

K) That besides them no other persons and/or family members of the Vendors have any manner of claim or demand or right or title or

*[Signature]*

*[Signature]*

*[Signature]*

interest in the Said Property and/or any part or portion thereof and he has not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no persons whosoever have/had/has ever claimed any right or interest including any right of pre-emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any other party.

L). That the said property is fit for development.

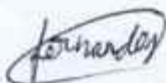
6. That the Vendors and the Consenting Party shall not cancel the present MOU contrary to the provisions made in para 2( c) above.

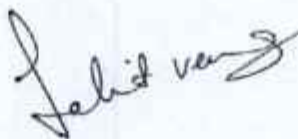
7. That in case the Purchaser found that the title of the said property is not clear and marketable, then the Purchaser shall have an option to either seek cancellation of the present MOU and ask for return of the money advanced by the Purchaser to the Vendors and the Consenting Party or to proceed with the execution and registration of the Sale Deed based on the title explained hereinabove.

8. That all the parties shall be entitled to seek specific performance of the terms and conditions of this MOU.

#### SCHEDULE

All that property known as " Jacinto De Araujo" situated as NerulVillage,Bardez, Taluka, Goa and described in the land Registration Office of Sub District ,Ilhas, under No. 20107 at Folio 166V of Book B 53 new and bearing Matriz no.401 bearing old cadastral survey no. 834 and surveyed under new survey no. 15/2A of Village NerulBardez Goa admeasuring 2780 sq. mts. and is bounded as under:-







To the East:- By the property bearing survey No. 15/3, ( property of Maria Cristina Alvares of Parra);

To the West:- By the Road and Comunidade of Nerul (Velvet);

To the North:- By the survey no. 18/1, 10, 4, 5, 6, 2 and of Comunidade of Nerul.

**IN WITNESS WHEREOF this MEMORANDUM OF UNDERSTANDING** is signed by both the parties.

THE FIRST PARTIES :

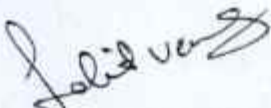


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**(1) Mr. Anthony Valentine Fernandes**

(for self and as power of attorney holder for all  
The Vendors)

THE SECOND PARTY :



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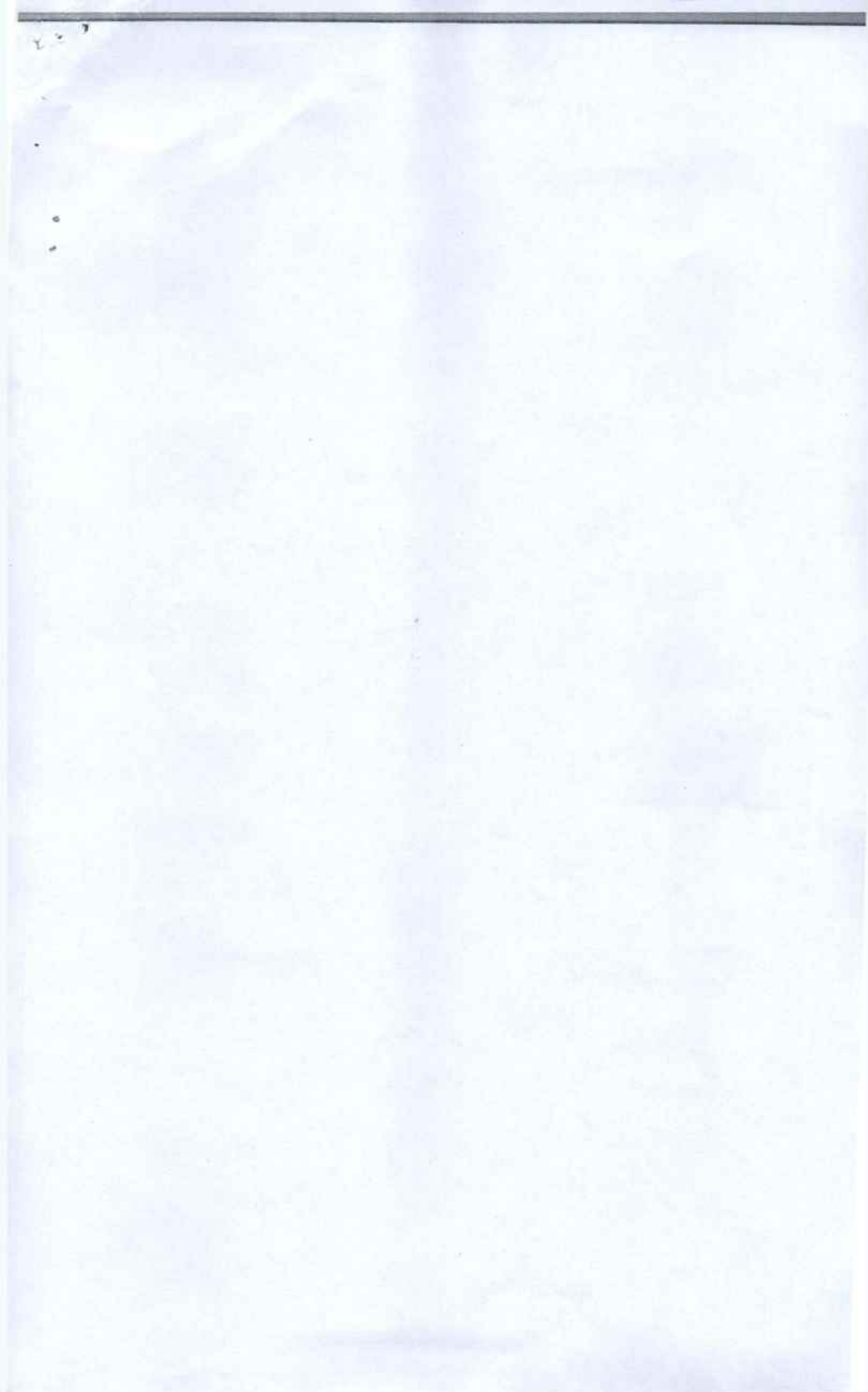
**Mr. Lalit Verma**

THE THIRD PARTY:



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**MR. NERMMAL LAKHANI**



*Bruno Nazareth*  
ADVOCATE & NOTARY  
A-107, 1st Floor,  
SALDANHA BUSINESS TOWERS  
(College Road - Opp. Civil Court  
Alinho - Mapusa-Bardez-Goa - 403 50)  
Ph. 2250012 Mob.: 9890010012  
e-mail : advbruno@rediffmail.com



Survey No.834

DIRECTORATE OF SURVEY OF THE STATE OF INDIA  
RECORD OF DEMARCATION

Bardez Taluka

Village : Nerul

On twenty fourth December nineteen hundred and thirty five, in this Village of Nerul, of Bardez Taluka and at the site of the property known as "JACINTO DE ARAUJO", belonging to Manoel Jose Francisco, resident in Sangolda, where I, Pascoal Peregrino Pinto, Surveyor, came, in order to, in terms of the Legislative Diploma no.764, dated twenty sixth November nineteen hundred and thirty four, proceed with the verification of the demarcation of the same property and there were present upon being previously notified, the said landowner Manoel Jose Francisco and the adjoining property owners Comunidade of Village Nerul, represented by its Attorney Libano Jaime Idalino Fernandes, Madeva Sridora Sinai Bobo, Ananta Subraia Sinai Bobo, Jose Teodomiro de Souza, Maria Cristalina Alvares, Municipal Council of Bardez, represented by its In - charge Jose Santana Dias Sapeco, as also the Census Committee comprised of Desiderio Ciriaco Manoel Conceicao Godinho and Antonio Taveira Fernandes, intervened in this proceeding.

And thereafter the boundary of the property having been examined, it was verified that the same was imperfectly demarcated and therefore the demarcation of the same property was proceeded, with the assistance and agreement of the respective Interested Parties, under the terms represented in the respective Plan under number eight hundred and thirty four (no.834) with eleven (11) laterite stones marks and high stone embedded border.

....2/-



- 2 -

In order to be recorded, this was drawn up, which having been read over and explained and having been found to be in accordance, is going to be signed by all the said intervening Parties, by the witnesses who were present, Jaganata Bendo and Voicunta Borno, both married, landowners, the latter resident of Marcaim and the former of Cusmane and by me the said Surveyor who got it written and I do hereby subscribe.

Sd/- Manuel Jose Francisco

Sd/- Desiderio Ciriaco Manuel Conceicao Godinho

Sd/- Maria Cristalina Alvares

Sd/- Jose Teodomiro de Souza

Sd/- Madeva Sridora Sinai Bobo

Sd/- Jose Santana Dias Sapeco

Sd/- Libano Jaime Idalino Fernandes

Sd/- Ananta Subraia Sinai Bobo

Sd/- Antonio Taveira Fernandes

Sign of Jaganata Bendo

Sign of Voicunta Borno

Sd/- Pascoal Peregrino Pinto

An endorsement follows with the following wordings :

The records/plan of Village Nerul - Bardez were not finalized as per law then existing in force.

(Sd/- Maya K. Amonkar)  
Inspector of Survey and Land Records  
(Record of Rights)  
Panaji - Goa.

.....3/-



- 3 -

A Court fee stamp of Rupees five and over it the rubber stamp of the Directorate of Settlement and Land Records, Panaji - Goa Govt. of Goa follows :-

Compared by :  
(Sd/- Pratima Kavlekar, H. S.)

Certified that the above is a true and faithful translation from Portuguese into English language of the respective document which is a Record of Demarcation relating to the property known as "JACINTO DE ARAUJO" as represented in the Cadastral Plan under no.834 of Village Nerul, issued by the Inspector of Survey and Land Records, Directorate of Settlement and Land Records, Panaji - Goa.

Reg. u/no.983/2017  
Mapusa - Goa,  
1<sup>st</sup> September 2017

  
BRUNO NAZARETH  
ADVOCATE & NOTARY  
A-107, 1st Floor,  
SALDANHA BUSINESS TOWERS  
(College Road - Opp. Civil Court  
Altinho - Mapusa-Bardez-Goa - 403 50,  
Ph. 2250012 Mob.: 9890010012  
e-mail : advbruno@rediffmail.com

