

For CITIZEN CREDIT  
CO-OP BANK LTD

*[Signature]*  
Authorised Signatory

(Rupees One Lakh Nine Thousand Nine Hundred Only)

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

भारत 49131 NON JUDICIAL गजेट  
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R.0109900/- PB6818  
INDIA STAMP DUTY GOA

D-5/STP(V)/C.A./35/8/2006-PD(PART-III)

Name of Purchaser SHANTILAL REAL ESTATE SERVICES



**DEED OF SALE**

*[Signature]* *[Signature]*

**THIS DEED OF SALE** is executed at Vasco da Gama, Mormugao-Goa on this 27<sup>th</sup> day of the month of April in the year Two Thousand and Twenty by and;

**BETWEEN**

**1) MR. JORGE GONCALO BARROS COSTA alias JORGE**

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

**2) MRS. ROSA MARIA BORGES PEREIRA BARROS COSTA**

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

**3) MS. MARIA FLAVIA SANTANA FERNANDES DE BARROS**

**COSTA alias MARIA FLAVIA DE BARROS COSTA**, daughter of Firmino Constancio Fernandes, age 68 years, widow, Retired, holding OCI Card no. A2501480, Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. ARJPC7826Q, resident

*[Handwritten signatures]*  
*Barros Costa*

### Receipt

Original Copy

#### FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 15-May-2020 10:30:47

Date of Receipt: 15-May-2020

Receipt No : 2020-21/10/50

Serial No. of the Document : 2020-MOR-582

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

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

Registration Fee	300500	E-Challan	• Challan Number : 202000421475 • CIN Number : CKM8130285	300500
Processing Fee	1300	E-Challan	• Challan Number : 202000421475 • CIN Number : CKM8130285	1300
<b>Total Paid</b>	<b>301800</b> ( Rupees Three Lakh One Thousand Eight Hundred only )			

Probable date of issue of Registered Document: / /

  
Signature of the Sub-Registrar

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

Please handover the Registered Document to the person named below

**Name of the Person Authorized :**



Signature of the Presenter

Specimen Signature of the Person Authorized

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

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

Signature of the person receiving the Document

Signature of the Sub-Registrar

31/05/2020

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

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



- 5) **MR. RUI JORGE BARROS COSTA**, son of late Mr. Rui Manuel de Barros Costa, age 35 years, married, Occupation – Air Traffic Controller, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED] resident of Rua Fernanda Machado N9 2A, 2790-551 Carnaxide, Portugal;

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

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7) **MS. CARLA MARIA DE BARROS COSTA** alias **CARLA MARIA DE BARROS COSTA e PERES DA SILVA** daughter of late Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, age 66 years, unmarried, Retired, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], resident of Kamba, Simango Road, 398 Maputo, Mozambique;

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

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

  
Bernardino Costa

**10)MR. MANUEL DA FONSECA E COSTA**, son of late Manuel Constancio da Fonseca e Costa, age 76 years, married, Retired, holding OCI Card no. [REDACTED], Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], resident of Praceta Dr Aleixo Da Cunha, N 11 2ESQ, 8005-160 FARO;

**11)MRS. MARIA HELENA COSTA GOMES BORGES** alias **MARIA HELENA COSTA** alias **MARIA HELENA DA COSTA**, daughter of late Manuel Constancio da Fonseca e Costa, age 77 years, Retired, married, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED], and her husband

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

**AND**

*Handwritten signatures:*  
 [Signature] [Signature]

**M/S SHANTILAL REAL ESTATE SERVICES**, a registered partnership firm under the Indian Partnership Act, 1932, having their registered office at Shop No. 11, Apna Bazar, 1<sup>st</sup> Floor, Vasco da Gama, Goa with PAN Card No. [REDACTED] in this Agreement represented through its partners, **MR ASHWIN CHOLERA**, son of late Shantilal Tulsidas, aged about **60** years, businessman, married, **Pan Card No.** [REDACTED] resident of Chicalim, Goa Aadhaar Card number: [REDACTED] **8454 4727** Mobile number: [REDACTED] email id: **shantilalrealestate@gmail.com**, hereinafter referred to as "**PURCHASER**" (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include its representatives, partners, nominees, executors, administrators and permitted assigns) of the **SECOND PART**.

**AND**

1) **MS. ANDREA D'COSTA** alias **ANDREA D'COSTA PEREIRA** alias **ANDREA LOURDES DCOSTA PEREIRA** alias **ANDREA LOURDES DCOSTA**, daughter of late Assiz Adolfo Costa, 66 years of age, Divorcee, Retired, Indian National, Holder of Pan Card bearing no. [REDACTED] Aadhaar Card number [REDACTED] [REDACTED] resident of O.L.P.S. Church, 245, Saba, St. Anthony Road, Chembur, Mumbai.

  
Ashwin Cholera

**2) MRS. ANA CLAUDIA MARQUES DA PALMA BARROS**

**COSTA**, daughter of Mr. Carlos Alberto Duro da Palma Barros Costa and wife of Mr. Rui Jorge Barros Costa, 38 years of age, married, Travel Agent, Portuguese National, holder of Passport bearing no. [REDACTED] Ph. No. 9881282271, resident of Rua Fernanda Machado N9 2A, 2790-551 Carnaxide, Portugal, hereinafter referred to as the **“CONFIRMING PARTY”** (which expression shall unless repugnant to the context or meaning thereof shall include her heirs, successors, executors, administrators, nominees, legal representatives and assigns)

**THIRD PART.**

The Vendors at serial no. 1 and 2 herein are represented in this act by their duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 15.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

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

*[Handwritten Signature]*  
Bernard D'Costa




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

The Vendors at serial no. 5 herein is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 18.09.2019 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 11.10.2019.

The Vendor at Serial No. 6 is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

The Vendor at serial no. 7 is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General

  
Bernard D'Al

Power of Attorney dated 15.11.2011 attested before the High Commission of India, Maputo and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

The Vendor at Serial No. 8 and 9 is represented in this act by their duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

The Vendor at Serial No. 10 is represented in this act by his duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 17.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

The Vendor at Serial No. 11 and 12 is represented in this act by their duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.



*Bernard D Costa*

The Confirming Party no. 1 herein is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 08.10.2011 attested before the notary Shreya Jadhav ,Chembur Mumbai.

The Confirming Party no. 2 herein is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 28.01.2020 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 11.02.2020.

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


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

  
Bernard D'Costa

Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.

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

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

  
Bernardino da Costa

7. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.
8. Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.
9. Ivo dos Milagres Costa married to Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa.

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


E. That after the death of said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, there surfaced a dispute among their heirs as regards the management and enjoyment interalia of the said larger property as a result of which a suit for Partition came to be instituted by some of the heirs namely Assiz Adolfo da Costa, Alice da Costa e Pereira and

*Assiz*  
*Bernard D.C.*

Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis Fonseca Da Costa and Valente da Costa (Defendants) in the Court of Civil Judge Senior Division at Margao which came to be registered as a Special Civil Suit No. 44/1969.


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

G. That in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No. 44/1969, the 1/3<sup>rd</sup> share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena

  
Bernardino da Costa

Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife Albertina do Rosario Souza e Costa and the balance 2/3<sup>rd</sup> share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:

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

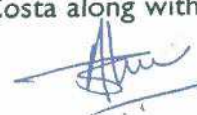


*Assiz*  
*Bernardo da C*

g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.

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

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

  
Assis Adolfo da Costa

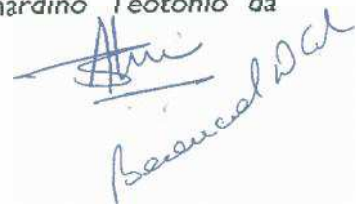


heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa filed a civil suit in the Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A interalia seeking partition of their share of the said larger property by metes and bounds.

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


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

L. That subsequently, upon the death of the respective children of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da

  
Bernardino da Costa

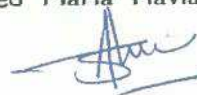
Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as set out herein below:

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

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

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

- a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa

  
Rui Manuel de Barros Costa

- b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.

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

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

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

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

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

- a. Smt. Maria Fatima Barros Costa.

*[Handwritten signature]*  
 Barrocos da C

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

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

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



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

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

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

- a. Smt. Andrea D'costa Pereira and

*Ami*  
*Barcel DCA*

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

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

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



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

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

*Ami*  
*Beaucler*

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

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

O. That in terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)", which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this Deed is the part of the property bearing Survey No. 12/1 of Village Dabolim admeasuring 14575 sq. mtrs

*[Handwritten signature]*  
*Beenal D al*


which shall herein after be referred to as the "**Said Property**" and is better described in **Schedule II** herein below.

P. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn by the Court of Additional District Judge Fast Track Court, Margao wherein interalia, the said property came to be partitioned amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 12/1 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-

I. MS. ANDREA D'COSTA alias ANDREA D'COSTA PEREIRA alias ANDREA LOURDES DCOSTA PEREIRA alias ANDREA LOURDES DCOSTA came to be allotted the following portion of the said property namely:

a. Plot No. P-7 admeasuring 1569 sq. mts. along with the house bearing no. 133, water well and cross surveyed under Survey No. 12 or 12/1.

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

  
Anurag D. C.

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

- a. Plot No. P-5 admeasuring 3466 sq. mts. and Plot No. P-6 admeasuring 2287 sq. mts. surveyed under Survey No. 12 or 12/1.



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

- a. Plot No. P-3a admeasuring 3286 sq. mts. surveyed under Survey No. 12 or 12/1.

IV. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES(now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MS. NAZARE DA CONCEICAO LOPES COSTA alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR.

*Amc*  
*Bernard DCA*




ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:

- a. Plot No. P-4 admeasuring 3877 sq. mts. surveyed under Survey No. 12 or 12/1.

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

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

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

  
 Assuncao Gomes

Gomes Costa alias Lizet De Assumsao Gomes expired leaving behind as sole and universal heirs the following children:

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

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

  
Beatriz D. Cal

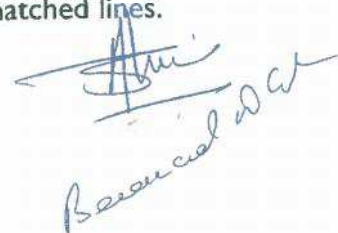
U. That said Mr. Rui Manuel De Barros Costa expired on 05/9/2019 leaving behind as his moiety holder his widow Maria Flavia Santana Fernanes de Barros Costa and as sole and universal heirs the following children namely:

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

b. Mr. Ivo Filipe Barros Costa.

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

W. That the Vendors herein are desirous of selling and or transferring the part and parcel of the said property admeasuring 14575sq. mts. to the extent of 5983 sq. mts. surveyed under Survey No. 12/1 of Dabolim Village in favour of the Purchaser herein. The land to the extent of 5983 sq. mts. surveyed under Survey No. 12/1 of Dabolim Village is better described in **Schedule III** hereto and shall herein after be referred to as the "**Said Plot**" and is delineated in the Plan annexed hereto in black hatched lines.


A handwritten signature in blue ink, possibly reading 'Ani', is written over a circular purple stamp. Below the signature, the name 'Beenaal d'Al' is written in blue ink.

X. The Vendors herein has requested the Confirming Party No. 1 to be a party to this Deed so as to give her consent to this Agreement as the Confirming Party No. 1 herein is one of the co-owner of the said property.

Y. That the Confirming Party No. 1 has acceded to the request to give her consent and No Objection to the Vendors to sell and or transfer the SAID PLOT in favour of the Purchaser herein.


Z. The Vendor at serial no. 5 is married to the Confirming Party no 2 under the regime of *Comunhao de adquiridos* by virtue of which the Confirming Party no. 2 herein do not acquire any right, title and interest to the estate of Vendor at serial no. 5 prior to their marriage. However, by way of abundant caution, the Vendor at serial no. 5 has requested the Confirming Party no. 2 to give her consent to this Deed.

AA. The Confirming Party no. 2 has acceded to the request of the Vendor at serial no. 5 to give her No objection to the Vendors to sell and or transfer the SAID PLOT in favour of the Purchaser herein and further declare that the Confirming Party no. 2 shall have no claim, right, title and interest of whatsoever nature in the SAID PLOT agreed to be sold and or to transferred by the Vendors in favour of the Purchaser herein without receiving any

  
Bernard W. C.

consideration and it is also stated that the confirming party and all the vendors fall within the definition of 6(5) of FEMA Act which is hereby confirmed by the VENDORS to that effect the succession deed is enclosed herewith and also vide letter dated 11<sup>th</sup> May 2020 with reference no. PNJ.FED:672/02.05.004(VII)/2019-20 from Reserve Bank Of India and vide letter dated 13<sup>th</sup> May 2020 with reference no. 4/81/2020-Registration/913 from the Office of The State Registrar-cum-Head of Notary services.

- BB. That except for the VENDORS herein, there are no other person/ persons who can have right, claim and interest in the SAID PLOT.
- CC. That the SAID PLOT is free from any encumbrances and/or defect in title.
- DD. That there are no tenants and/or any other person who can claim any right of whatsoever nature in respect of the SAID PLOT, the VENDORS being the sole and exclusive owners of the SAID PLOT described in Schedule – IV hereto.
- EE. That there is no road or access passing through the SAID PLOT described in Schedule IV, as an access to any other person, nor there is any easement right of way to any other person through the SAID PLOT.

  
Beenuad Sai

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

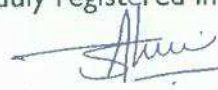
GG. That there are no litigations and/or disputes of any nature over the SAID PLOT described in Schedule- IV.

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



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

JJ. Based on the said representations, the Purchaser herein agreed to purchase the said Plot admeasuring 5983sq. mts. surveyed under Survey No. 12/1 of Dabolim Village from the VENDORS for a total consideration of a sum of Rs. 99,99,900/- (Rupees Ninety Nine Lakhs Ninety Nine Thousand Nine Hundred Only) which is the market value of the SAID PLOT and accordingly an Agreement for Sale dated 21/02/2020 came to be executed between the VENDORS and the Purchaser herein which is duly registered in the

*Beenuad DCA*  


Office of the Sub-Registrar of Mormugao under No. MOR-I-441-2020 dated 09/03/2020.

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

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


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

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

**NOW THEREFORE THIS DEED WITNESSETH ASUNDER: -**

I) That in consideration of a sum of Rs. 99,99,900/- (Rupees Ninety Nine Lakhs Ninety Nine Thousand Nine Hundred Only) which the Purchaser has paid to the Vendors in the following manner:-

- a) An amount of Rs. 39,600/- (Rupees Thirty Nine Thousand Six Hundred Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 000075 dated 21.02.2020

*Beamed DC* 

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

b) An amount of Rs. 39,600/- (Rupees Thirty Nine Thousand Six Hundred Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 000076 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;

c) An amount of Rs. 39,600/- (Rupees Thirty Nine Thousand Six Hundred Only) paid by the Purchaser to the Vendor at Serial No. 3 vide Cheque bearing No. 000077 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 3 do hereby acknowledge;

d) An amount of Rs. 19,800/- (Rupees Nineteen Thousand Eight Hundred Only) paid by the Purchaser to the Vendor at Serial No. 4 vide Cheque bearing No. 000087 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 4 do hereby acknowledge;

e) An amount of Rs. 19,800/- (Rupees Nineteen Thousand Eight Hundred Only) paid by the Purchaser to the Vendor at Serial No. 5 vide Cheque bearing No. 000079 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 5 do hereby acknowledge;

f) An amount of Rs. 77,120/- (Rupees Seventy Seven Thousand One Hundred Twenty Only) paid by the Purchaser to the



*[Handwritten Signature]*  
Basant Dal



Vendor at Serial No. vide Cheque bearing No. 000080 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 6 do hereby acknowledge;

g) An amount of Rs. 77,120/- (Rupees Seventy Seven Thousand One Hundred Twenty Only) paid by the Purchaser to the Vendor at Serial No. 7 vide Cheque bearing No. 000081 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 7 do hereby acknowledge;



h) An amount of Rs. 19,800/- (Rupees Nineteen Thousand Eight Hundred Only) paid by the Purchaser to the Vendor at Serial No. 8 vide Cheque bearing No. 000082 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 8 do hereby acknowledge;

i) An amount of Rs. 19,800/- (Rupees Nineteen Thousand Eight Hundred Only) paid by the Purchaser to the Vendor at Serial No. 9 vide Cheque bearing No. 000083 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 9 do hereby acknowledge;

j) An amount of Rs. 77,120/- (Rupees Seventy Seven Thousand One Hundred Twenty Only) paid by the Purchaser to the Vendor at Serial No. 10 vide Cheque bearing No. 000084 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch,

  
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the receipt of which the Vendor at Serial No. 10 do hereby acknowledge;

k) An amount of Rs. 19,800/- (Rupees Nineteen Thousand Eight Hundred Only) paid by the Purchaser to the Vendor at Serial No. 11 vide Cheque bearing No. 000085 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 11 do hereby acknowledge;



l) An amount of Rs. 19,800/- (Rupees Nineteen Thousand Eight Hundred Only) paid by the Purchaser to the Vendor at Serial No. 12 vide Cheque bearing No. 000086 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch,

m) An amount of Rs 1,31,040/- (Rupees One Lakh Thirty One Thousand Forty Only) being Tax Deducted at source paid at the time of execution of the agreement for sale referred to para JJ above.

n) The balance amount of Rs. 93,99,900/- (Rupees Ninety Three Lakhs Ninety Nine Thousand Nine Hundred Only), is paid by the Purchaser to the Vendors by post-dated cheques details of which are set out at **Annexure A**, which shall form integral part of this Deed the receipt of which the Vendor at Serial No. 1 to 12 do hereby acknowledge; the VENDORS, with the intervention of Confirming Party, as absolute owners in possession in respect of all that part and parcel of the plot of land admeasuring 5983 sq. mts. better

*Ami*  
Bairavada

described in **Schedule IV** hereto and is delineated in black hatched lines on the plan annexed hereto forming part of the property known as "**ASSOY**" (aka **Assoi**) totally admeasuring an area of 14575 sq. mtrs bearing Survey No. 12/1 situated at Village Dabolim Taluka Mormugao, South Goa, State of Goa, do hereby transfer, sell, convey, grant, release by way of sale, unto the PURCHASER all that part and parcel of the **SAID PLOT** described in **Schedule IV** hereunder written and is delineated in black hatched lines on the plan annexed hereto, along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER, as absolute Owners thereof, free from any charge or encumbrances to be held and enjoyed by the PURCHASER forever, peacefully without any disturbance and/or hindrance from the VENDORS or **any person** claiming through them.



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

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

*[Handwritten Signature]*  
Beena D. Al

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



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

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

v. The VENDORS covenant that **there** is no road or access passing through the **SAID PLOT** described in **Schedule IV**

*[Handwritten signature]*  
Bharanidharan


as an access to any other person, nor there is any easement right of way to any other person through the **SAID PLOT**.

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

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

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

ix. The VENDORS covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien, or

  
Arun  
Rajendra Datta

otherwise howsoever, in the **SAID PLOT** described in **Schedule IV** and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

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



*[Handwritten signature]*  
*[Handwritten initials]*

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

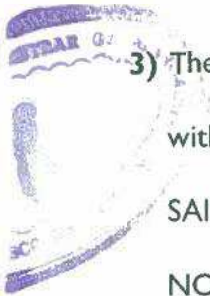


- xiv. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing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

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

  
Bansal Wal

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



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

4) The Purchaser covenant that the amount of Rs. 93,99,900/- (Rupees Ninety Three Lakhs Ninety Nine Thousand Nine Hundred Only), towards which the post-dated cheques are issued by the Purchaser to the Vendors, shall be paid by the Purchaser to the Vendors on the respective dates mentioned on the respective cheques referred to at **Annexure A** written herein below.

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Bansal Dal



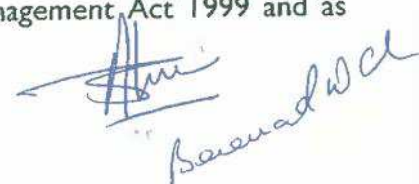
5) The Purchaser covenant that the said cheques shall be deposited by the Vendors on the due date as specified on the respective cheques and further covenant that the same will be duly Honoured as and when presented for clearing by the Vendors. In the event the cheques issued under this DEED are not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



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

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

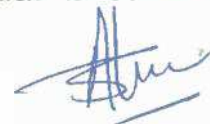
8) The Parties hereby declare that the subject matter of the SAID PLOT is non-agricultural and that the document and transaction is in compliance with the Foreign Exchange Management Act 1999 and as

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

- 9) For the purpose of Stamp Duty, the market value of the **SAID PLOT** better described in **Schedule IV** hereby transferred is Rs. 99,99,900/- (Rupees Ninety Nine Lakhs Ninety Nine Thousand Nine Hundred Only) and the stamp duty payable is a sum of Rs. 400,000/- (Rupees Four Lakhs Only) out of which a stamp duty of Rs. 2,90,100/- (Rupees Two Lakhs Ninety Thousand One Hundred Only) is paid at the time of execution of the said Agreement for Sale dated 21/02/2020, registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-441-2020 dated 09/03/2020 and after adjusting the said stamp duty paid under the said Agreement for Sale dated 21/02/2020, the Stamp Duty of Rs. 1,09,900/- (Rupees One Lakh Nine Thousand Nine Hundred Only) is affixed to this Deed of Sale which is borne by the PURCHASER.



  
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**SCHEDULE I**

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




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

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

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

On the West : By the drain.

  
Beauncel Dal

**SCHEDULE II**  
**(SAID PROPERTY)**

ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 14575 sq.mtrs bearing Survey No. 12/1 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa and is bounded as under:

On the North : By 15 mts. wide road and the property bearing survey no. 13/2.

On the South : By the property bearing survey no. 9/5.

On the East : By 15 mts. wide road.

On the West : By Chicalim/Dabolim Village Nullah.



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

**ALL THAT PART AND PARCEL** of the plot of land admeasuring 5983 sq. mts. forming part of the property known as "**ASSOY**" (aka **Assoi**) totally admeasuring an area of 14575 sq. mtrs bearing Survey No. 12/1 situated at Village Dabolim better described in Schedule III herein above. The said plot of land admeasuring 5983 sq. mts. is delineated in the plan annexed hereto in black hatched lines and is bounded as under:

*Ami*  
*Basu*

**On the East** :by 15mtrs wide road.

**On the West** :by Chicalim/Dabolim Nullha and the village of Chicalim.

**On the North** :by 15mtrs wide road and Sy.no. 13/2 of Dabolim Village & remaining part of 12/1 of Dabolim Village.

**On the South** :by the property bearing Survey no. 9/5 of Dabolim Village.



### **ANNEXURE A**

The balance amount of Rs. 93,99,900/- (Rupees Ninety Three Lakhs Ninety Nine Thousand Nine Hundred Only) shall be paid by the Purchaser to the Vendors on or before 30/04/2021 in the following manner:

<b>Payment to Vendor under Serial No. (1)</b>			
<b>Instalment Amount</b>	<b>Cheque Number</b>	<b>Cheque Dated</b>	<b>Bank Branch</b>
50,000/-	000339	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000340	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000341	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000342	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000343	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,83,325/-	000344	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

<b>Payment to Vendor under Serial No. (2)</b>			
<b>Instalment Amount</b>	<b>Cheque Number</b>	<b>Cheque Dated</b>	<b>Bank Branch</b>
50,000/-	000345	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000346	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000347	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000348	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000349	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,83,325/-	000350	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

*[Handwritten signature]*

*[Handwritten signature]*

Payment to Vendor under Serial No. (3)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
50,000/-	000351	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000352	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000353	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000354	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000355	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,83,325/-	000356	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (4)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
25,000/-	000357	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
25,000/-	000358	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000359	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000360	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000361	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
1,41,663/-	000362	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (5)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
25,000/-	000363	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
25,000/-	000364	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000365	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000366	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000367	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
1,41,662/-	000368	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (6)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,00,000/-	000369	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000370	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000371	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000372	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
4,00,000/-	000373	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
5,66,650/-	000374	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

*[Handwritten Signature]*

*Beenaal D. A.*

Payment to Vendor under Serial No. (7)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,00,000/-	000375	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000376	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000377	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000378	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
4,00,000/-	000379	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
5,66,650/-	000380	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (8)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
25,000/-	000381	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
25,000/-	000382	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000383	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000384	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000385	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,80,550/-	000386	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (9)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
25,000/-	000387	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
25,000/-	000388	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000389	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000390	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000391	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,80,550/-	000392	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (10)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
1,00,000/-	000393	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000394	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000395	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
2,00,000/-	000396	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
4,00,000/-	000397	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
11,100/-	000398	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

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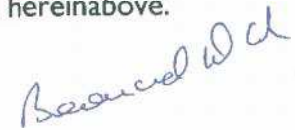
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Payment to Vendor under Serial No. (11)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
25,000/-	000399	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
25,000/-	000400	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000401	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000402	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000403	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,80,550/-	000404	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (12)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
25,000/-	000405	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
25,000/-	000406	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000407	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
50,000/-	000408	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
1,00,000/-	000409	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
2,80,550/-	000410	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

**IN WITNESS WHEREOF** the parties hereto have signed this

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



**SIGNED AND DELIVERED**

By the within named

**'VENDORS'**

of the **FIRST PART:**



*Bernard D Costa*



**MR. BERNARD LYNN DCOSTA** alias **BERNADO COSTA** alias **BERNADO D'COSTA** alias **BERNARD LINN D'COSTA** for and on behalf of

(1) **MR. JORGE GONCALO BARROS COSTA** alias **JORGE GONSALO BARROS COSTA**, (2) **MRS. ROSA MARIA BORGES PEREIRA BARROS COSTA** alias **ROSA MARIA PEREIRA BARROS COSTA**, (3) **MS. MARIA FLAVIA SANTANA FERNANDES DE BARROS COSTA** alias **MARIA FLAVIA DE BARROS COSTA**, (4) **MR. IVO FILIPE BARROS COSTA**, (5) **MR. RUI JORGE BARROS COSTA**, (6) **MS. MARIA FATIMA BARROS COSTA** (7) **MS. CARLA MARIA DE BARROS COSTA** alias **CARLA MARIA DE BARROS COSTA** e **PERES DA SILVA**(8) **MR. BERNARDINO GONCALO GOMES COSTA** alias **MR. BERNARDINO GONSALO GOMES E**

*Ahu*

*Bernard D Costa*

**COSTA (9) MS. NAZARE LOPES COSTA alias  
 NAZARE DA CONCEICAO LOPES COSTA (10)  
 MR. MANUEL DA FONSECA E COSTA (11)  
 MRS. MARIA HELENA COSTA GOMES  
 BORGES alias MARIA HELENA COSTA alias  
 MARIA HELENA DA COSTA (12) MR.  
 ANTONIO JOSE BRAGA BORGES and the  
 Confirming Party herein e.i., MS. ANDREA  
 D'COSTA alias ANDREA D'COSTA PEREIRA  
 alias ANDREA LOURDES DCOSTA PEREIRA  
 alias ANDREA LOURDES DCOSTA and MRS.  
 ANA CLAUDIA MARQUES DA PALMA  
 BARROS COSTA duly appointed vide their respective  
 General Power of Attorney dated 15.11.2011,  
 24.02.2012, 18.09.2019, 18.09.2019, 14.11.2011,  
 15.11.2011, 14.11.2011, 17.11.2011, 14.11.2011,  
 08.10.2011 and 28.01.2020.**

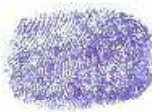



**L. H. F. P.**

1. 

2. 

**R. H. F. P.**


1. 

2. 





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

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

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

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

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

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



  
Beaucel Dal

**SIGNED AND DELIVERED** by

The within named **PURCHASER**

of the **SECOND PART:**

**M/S. SHANTILAL REAL ESTATE SERVICES**

represented through its partner

A. S. Cholera

**MR ASHWIN CHOLERA**



**L. H. F. P.**

**R. H. F. P.**

1. [Fingerprint]

1. [Fingerprint]

2. [Fingerprint]

2. [Fingerprint]

3. [Fingerprint]

3. [Fingerprint]

4. [Fingerprint]

4. [Fingerprint]

5. [Fingerprint]

5. [Fingerprint]


[Signature]

*Beenucel D. Ch*

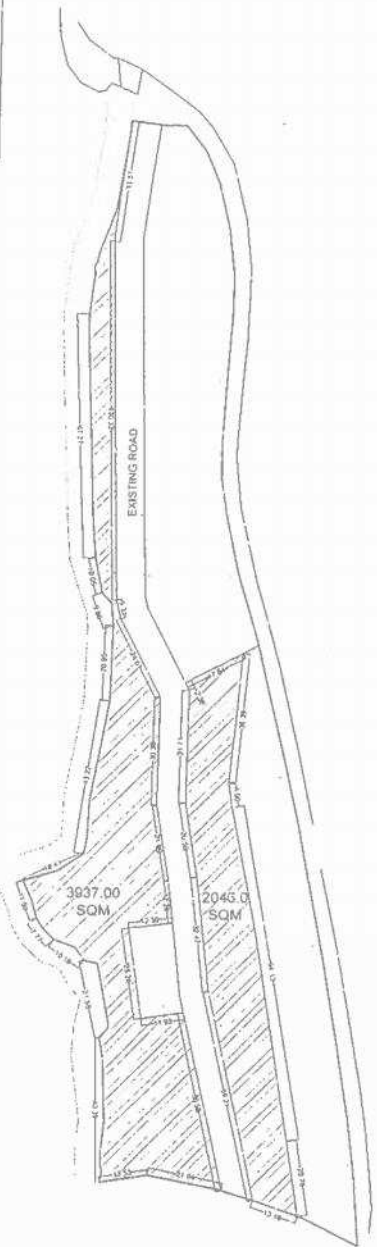
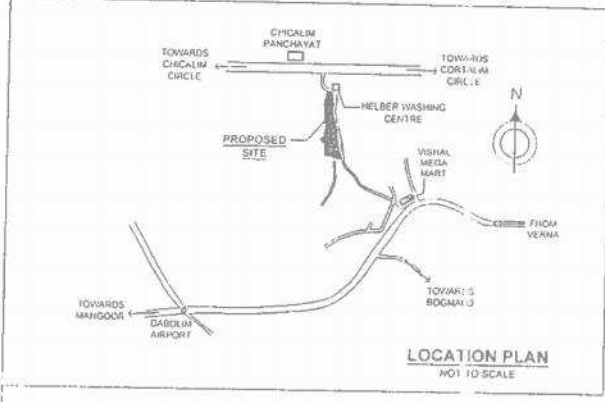
In the presence of:

1. Neepok Chakras Chakras

2. Dipesh Chakras 

 Anurag Bera





**PLAN SHOWING PROPERTY BEARING SURVEY NO. 12/1 OF DABOLIM VILLAGE,  
MORMUGAO TALUKA, GOA**

*Basundha A.S. Chole*



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

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

Print Date & Time :- 15-May-2020 10:05:21 am

Document Serial Number :- 2020-MOR-582

Presented at 10:05:48 am on 15-May-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	109900
2	Registration Fee	300500
3	Mutation Fees	2500
4	Processing Fee	1300
<b>Total</b>		<b>414200</b>

Stamp Duty Required :109900



















Stamp Duty Paid : 109900



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



**Executer**

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
4	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim,Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
5	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim,Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
6	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim,Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
7	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim,Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
8	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim,Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
9	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim, Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
10	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim,Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
11	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim,Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>
12	Bernard Lynn DCosta ,S/o - D/o Late Assiz Adolfo DCosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - H.No. 132-2, Assoi, Chicalim,Goa, Address2 - , PAN No.: [REDACTED]			<i>Bernard DC</i>

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dipesh Cholera, 28 , 8408900112 , ,Business , Marital status : Married 403711 Chicalim, Mormugao, SouthGoa, Goa			<i>Dipesh</i>



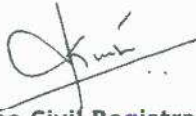
Sr.NO	Party Name and Address	Photo	Thumb	Signature
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Sub Registrar  
**SUB - REGISTRAR**  
**MORMUGAO**

Document Serial No:-2020-MOR-582

Book :- 1 Document Registration Number :- <b>MOR-1-571-2020</b> Date : 15-May-2020
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Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)

**SUB-REGISTRAR  
MORMUGAO**

