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FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 13-Sep-2022 11:45:17

Date of Receipt: 13-Sep-2022

Receipt No: 2022-23/9/2523

Serial No. of the Document: 2022-BRZ-4040 Nature of, Document: **Conveyance - 22**

Received the following amounts from Nikhil Vasant Nalk for Registration of above Document in Book-1 for

the year 2022

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Registration Fee	570600	E-Challan	Challan Number: 202200712935 CIN Number: CPACAJQTC4	570600
Processing Fee	1240	E-Challan	Challan Number: 202200712935 CIN Number: CPACAJQTC4	1240
Total Paid	571840 (R	upees Five Lak	h Seventy One Thousands Eight Hundred And	Forty only)

the person nagical below

Probable date of issue of Registered Document:

Signature of the Syn Registra

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

Please handover the Registered Document p

Name of the Person Authorized:

while their

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 13-Sep-2022

Signature of the person receiving the Document

Signature of the Presenter

Signature of the Sub-Regist,

Phone No:
Sold To/Issued To:
Alcon Construction
For #hom/ID Proof:

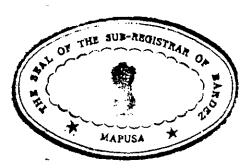




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2022-302-4010



DEED OF SALE

THIS DEED OF SALE is made at Mapusa, Goa, on this 30th day of August of the year Two Thousand and Twenty Two (30.08.2022).

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BETWEEN

ALCON HOTELS (GOA) PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its office at Sukerkar Mansion, 1st Floor, M.G. Road Panaji, Goa 403 001, having PAN Card No.

, represented in this Act by its Director, MR. NANDA SADASSIVA NAIQUE COUNTO, son of late Shri Sadassiva Naique Counto, 77 years of age, married, business, Indian National, residing at "Indirabai", Plot No. 69-D, Near Vastu Hermitage, Ribandar Goa - 403006, and having Aadhar Card No. 3, authorized vide Board Resolution dated 01.09.2008, herein after referred to as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title, administrators, executors and assigns) of the ONE PART;

AND

ALCON CONSTRUCTIONS (GOA) PRIVATE LIMITED, a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its office at Sukerkar Mansion, 1st Floor, M.G. Road, Panaji, Goa 403 001, having PAN Card No represented in this Act by its Director MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 41 years of age, married, business, Indian National, residing at "Indirabai", Plot No. 69-D, Near Vastu Hermitage, Ribandar Goa – 403006, and having Aadhar Card Nc authorized by virtue of Board Resolution dated 2nd January 2012, hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title, administrators, executors and assigns) of the OTHER PART;

The present Deed is executed by MR. NANDA SADASSIVA NAIQUE COUNTO on behalf of the VENDORS and in pursuance of the Power of Attorney dated 24.09.2008, duly registered before the Sub-Registrar of Ilhas under No. 73/08 dated 24.09.2008, executed by the VENDORS, the VENDORS have authorized MRS. DAKSHATA N. CHIMULKAR, wife of Mr. Namit alias Narcinha Chimulkar, age 41 years, married, service, Indian National, having Pan No Aadhar Card No.

residing at Flat No. A-4, Ganesh Prasad Bldg., Altinho, Panaji, Goa, to represent

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the present instrument for registration and admit the execution and registration of this document before the competent Sub-Registrar.

residing at House No. 37, Aroba Dhargal, Pernem Goa, to represent the present instrument for registration and admit the execution and registration of this document before the competent Sub-Registrar.

WHEREAS pursuant to the Deed of Transfer dated 01.02.2012, registered with the Office of Sub-Registrar of Bardez under No. BRZ-BK1-00699-2012, CD Number BRZD284, dated 13.02.2012 (hereinafter referred to as the "SAID DEED"), executed by and between the Owners/Transferors i.e Baga Properties, a Partnership Firm and the Developers/Transferees i.e. M/s. Alcon Hotels (Goa) Private Limited as recorded therein in the Said Deed, and the Developers/Transferees therein is now being the VENDORS herein, the VENDORS acquired title to all those plots described in Schedule III of the Said Deed, are forming a part of the property described in Schedule II of the Said Deed and the property described in Schedule II of the SAID DEED is a part of the property described in Schedule I of the SAID DEED.

The said Schedules I & II of the SAID DEED are transcribed hereunder and shall hereinafter referred to as Schedule I described as "the Said Entire Property & Schedule II described as "the Said Property" respectively.

AND WHEREAS the flow of title of the plots described in Schedule III of the Said Deed has been set out in the SAID DEED and the same is also transcribed as under:

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- A. The "Said Entire Property" originally consisted of two properties known as "SANQUADDY" AND "MADIACHEM BAGA". The "Said Entire Property" known as "SANQUADDY" and "MADIACHEM BAGA" as per the Deed of Sale and Discharge, acknowledgement, transaction and debt, dated 06.03.1896 belonged to Mrs. Emiliana Pinto, widow of Placido Antonio Monteiro, Jose Joao Monteiro and his wife Maria Clotildes da Costa Monteiro and Guistavo Tiburcio Valerio Monteiro and his wife Maria Esmeralda Christalina Pinto e Monteiro, all residents of Arpora. The aforesaid persons sold the "Said Entire Property" to Joaquim Antonio Gonsalves and his wife Mrs. Theodolinda Esmeralda Julia Nunes.
- B. By a Deed of Sale, discharge and annulment of loan dated 13.03.1896, Joaquim Antonio Gonsalves and his wife Mrs. Theodolinda Esmeralda Julia Nunes sold "Said Entire Property" to Caetano Benedito Mascarenhas for release and discharge of debt obtained by the seller from Domingos Caetano Mascarenhas.

Subsequently by a Deed of Gift, Declaration and Renouncement of Usufruct dated 12.07.1937, the said Caetano Benedito Mascarenhas and his wife Ana Eulalia Adelmina Leonor Afonso Mascarenhas gifted "Said Entire Property" to the said Dr. Antonio Constancio de Expectação Bras Mascarenhas and his wife Ana Maria Palmira de Gouveia Pinto Mascarenhas.

- D. Under the said Deed dated 12.07.1937, the said Caetano reserved the usufruct of the "said Entire Property" unto his then spinster, daughters, Ana Eugenia Elvira Carmina Ludomila Mascarenhas and Maria Julia Adelmina Mascarenhas, until the respective daughters continued spinsters.
- E. The said Deed dated 12.07.1937 further records that the said Caetano Benedito Mascarenhas was married to Ana Eulalia Adelmina Leonor Afonso Mascarenhas with complete Separation of Assets.
- F. By a Deed of Sale and Acquittance, dated 30.11.1942 the said Maria Julia Adelmina Mascarenhas sold to her brother Dr. Antonio Constancio de Expectação Bras Mascarenhas the usufruct to the "the Said Entire Property" for a consideration.



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- G. On the marriage of the said Ana Eugenia Elvira Carmina Ludomila Mascarenhas, the said usufruct reserved for her by the said Deed of Gift, Declaration and Renouncement of Usufruct got extinguished. "The Said Entire Property" is inscribed under No.38420, at page 30 of Book G-42, in the name of Dr. Antonio Constancio de Expectação Bras Mascarenhas.
- H. By a Deed of Gift, dated 16.07.1956, recorded in the Books of Vinayak Singbal, Temporary Notary Public, in the Judicial Division of Ilhas Panaji and registered in his Books at book No.491 at Folio 14 to 23 overleaf, the "Said Entire Property" was gifted by the said Dr. Antonio Constancio de Expectação Bras Mascarenhas and his wife Ana Maria Palmira de Gouveia Pinto Mascarenhas to Dr. Armando Joao Benedito Mascarenhas. The said Deed of Gift was executed with the intervention of all the heirs of Dr. Antonio Constancio de Expectação Bras Mascarenhas and his wife Ana Maria Palmira de Gouveia Pinto Mascarenhas.



By a Deed dated 24.07.1963 executed before the then Notary Public Antonio Orlando Lobo and recorded in his Books at Book No. 561 at Pages 39 overleaf to page 41 the "Said Entire Property" was transferred by the said Dr. Armando Joao Benedito Mascarenhas by a way of sale to his brother Dr. Fernando Jose De Gouveia Pinto Macaranhas.

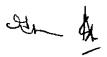
- J. On the death of the said Ana Maria Palmira de Gouveia Pinto Mascarenhas, Inventory Proceedings were instituted as appended to the Inventory Proceedings, which were proceeded on the death of the said Dr. Antonio Constancio de Expectacao Bras Mascarenhas, namely Inventory Proceedings No.57/83.
- K. In the said Inventory Proceeding one of the heirs of late Dr. Antonio Constancio de Expectacao Bras Mascarenhas and the said Ana Maria Palmira de Gouveia Pinto Mascarenhas, namely Mario Antonio Mascarenhas sought to list the "Said Entire Property" as one of the assets of the deceased Ana Maria Palmira de Gouveia Pinto Mascarenhas and late Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas, by the said Deed dated 16.07.1956 to Dr. Armando Joao Benedito Mascarenhas.



- L. In the said proceeding the said Mario Antonio Mascarenhas, made an application for an interim injunction pending disposal of the said Inventory Proceeding, restraining the said Dr. Fernando Jose De Gouveia Pinto Macarenhas, from encumbering and/or alienating of the "Said Entire Property".
- M. The Court of Civil Judge Senior Division at Panaji, dismissed the interim injunction application by Order, dated 18.12.1998 and the Hon'ble High Court of Bombay, Goa Bench, dismissed the appeal, challenging the Order, dated 18.12.1998, by Order dated 09.03.2001 in Appeal from Order and the leave application filed before the Hon'ble Supreme Court of India against the dismissal order was also dismissed by order dated 23.07.2001.



- The said Dr. Fernando Jose De Gouveia Pinto Mascarenhas, the previous owners of the said Entire Property, entered into a registered partnership called "Baga Properties" under the provisions of the Indian Partnership Act, 1932, with its partners being Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza. The said Partnership is registered under No. 34, with the Registrar of Firms and the said Dr. Fernando Jose De Gouveia Pinto Mascarenhas, brought in the "Said Entire Property" as an asset in the firm of Baga Properties and hence the Baga Properties (hereinafter referred to as the "Previous Owner") became the owners in possession of the "Said Entire Property".
- O. The previous owners Baga Properties had a clear and marketable title to the "Said Entire Property".
- P. There were 16 Mundcars having residential houses in the "Said Entire Property" and their claims have been settled and part and parcel of the "Said Entire Property" have been transferred by separate Deeds in favour of the said Mundcars.
- Q. By an Agreement, dated 21.07.2004, the previous Owners entrusted the development of part of the "Said Entire Property" hereinafter referred to as the "Said Property" to the Developers, the VENDORS herein, with the exclusion of the area of the "Said Entire Property" transferred in favour of the aforesaid Mundcars.



- R. Pursuant to the said Agreement of Development, dated 21.07.2004, the Developers, the present VENDORS herein, on behalf of the Previous Owners have obtained Provisional approval for proposed sub division of land from Mapusa Planning and Development Authority, Mapusa-Goa vide their Order bearing Ref. No. MPDA/D/ARP/778/6282/04, dated 19.11.2004 and another Order bearing Ref. No. MPDA/D/ARP/965/7185/04, dated 05.01.2005 and the Village Panchayat of Arpora Nagoa has granted the Provisional N.O.C for sub division by their letters bearing No. VP/AN/Const/04-05/468, dated 24.02.2005 and No. VP/AN/Const/04-05/473/32, dated 01.03.2005 for the Said Property.
- S. The Office of Collector, North Goa District under the Provision of Land Revenue Code accorded Sanction to convert the part of the "Said Property" vide Sanad bearing No. RB/CNV/BAR/103/2005, dated 14.06.2006.
- T. In terms of the permission obtained from the concerned authorities hereinabove mentioned, the Developers, the present -VENDORS herein, commenced the development of the property described in Schedule II by sub dividing the "Said Property" into plots, with open spaces and construction of Internal road network, rain water drains on the sides of the roads, water supply lines from the mains and provision for electricity poles which is being constructed in terms of the approved plans, and the said development was named as "Dr. Constancio Mascarenhas Riverview".
- U. The Developers, the present VENDORS herein, completed the development of "Dr. Constancio Mascarenhas Riverview" and obtained the Final N.O.C. from the Mapusa Town and Country Planning Department by its Order bearing Ref. No. DB/21101/07/2571, dated 10.12.2007, Order bearing Ref. No. DB/2/1101/08/1793, dated 17.06.2008 and the Order bearing Ref. No. DB/20212/08.2978, dated 23.10.2008 and the Village Panchayat of Arpora Nagoa has granted the Final N.O.C. vide their letter bearing Ref. No. VP/A-N/Const/2008-09/166/6, dated 13.05.08, their letter bearing Ref. No. VP/A-N/Const/2008-09/249, dated 17.06.2008 and their letter bearing Ref. No. VP/A-N/Const/2008-09/654/29, dated 08.12.2008.

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- V. The said Agreement, dated 21.07.2004 was extended further executing addendum, dated 03.05.2007 to the Agreement dated 21.07.2004. The said Agreement 21.07.2004 was extended for a period of 3 years with effect from 01.09.2006 till 31.08.2009.
 - W. And some of the sub-divided plots in terms of the approved plans were sold to various Purchaser of the plots for consideration jointly by Previous owners and the Developers M/s. Alcon Hotels (Goa) Pvt. Ltd., however some of the sub-divided plots remained unsold, as there were certain disputes which arose between the Previous Owners and the Developers M/s. Alcon Hotels (Goa) Pvt. Ltd.
- X. The said disputes was settled by the Previous Owners and the Developers M/s. Alcon Hotels (Goa) Pvt. Ltd., wherein the Previous Owners and the Developers M/s. Alcon Hotels (Goa) Pvt. Ltd executed further Addendum, dated 29.12.2011 to the Agreement, dated 21.07.2004 read with Addendum thereto, dated 03.05.2007, settling all their disputes. In terms of the said Addendum dated 29.12.2011, the Previous Owners settled the disputes.

The Previous Owners i.e. Baga Properties transferred in favour of the Developer M/s. Alcon Hotels (Goa) Pvt. Ltd., the Vendor herein, the unsold developed sub-divided plots in the property described in schedule-II hereto, in the proportion as agreed in the Agreement, dated 21.07.2004, i.e. 40% of the unsold /remaining sub-divided plots transferred by the Previous Owners to the Developer M/s. Alcon Hotels (Goa) Pvt. Ltd., and the balance 60% of the unsold/remaining sub-divided plots were retained by the Previous Owners Baga Properties;

Z. As recorded in the Addendum dated 29.12.2011, the unsold sub-divided plots bearing Plot Nos. 95, 96, 102, 103, 105, 110, 113, 114, 115, 116, 25, 48, 67, 22, 41, 45, 52, 64, PLOT A-1 and E admeasuring 527:00 square metres, 492:00 square metres, 378:00 square metres, 543:00 square metres, 1033:00 square metres, 298:00 square metres, 396:00 square metres, 462:00 square metres, 388:00 square metres, 498:00 square metres, 325:00 square metres, 358:00 square metres, 400:00 square metres, 375:00 square metres, 262:00 square metres, 307:00 square metres, 305:00 square metres, 604:00 square metres, 491:00 square metres, 480:00 square metres and 1126:00 square metres, respectively aggregately admeasuring 10048:00 square metres were retained



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by the Previous Owners which is approximately 60% of the unsold plot area and the unsold sub-divided plots bearing Plot Nos. 61, 78, 84, 85, 99, 18, 51, 19, 26, 46, 16-A3, B and D admeasuring 430:00 square metres, 425:00 square metres, 951:00 square metres, 744:00 square metres, 423:00 square metres, 440:00 square metres, 280:00 square metres, 452:00 square metres, 290:00 square metres, 457:00 square metres, 300:00 square metres, 225:00 square metres and 497:00 square metres respectively aggregately admeasuring 5914:00 square metres were transferred by the Previous Owners i.e. Baga Properties in favour of Developers M/s. Alcon Hotels (Goa) Pvt. Ltd, the VENDORS herein, which is approximately 40% of the unsold plot area.

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AA. Pursuant to the said understanding recorded in the said Addendum, dated 29.12.2011, the previous Owners Baga Properties transferred the unsold subdivided plots bearing Plot Nos. 61, 78, 84, 85, 99, 18, 51, 19, 26, 46, 16-A3, B and D admeasuring 430:00 square metres, 425:00 square metres, 951:00 square metres, 744:00 square metres, 423:00 square metres, 440:00 square metres, 280:00 square metres, 452:00 square metres, 290:00 square metres, 457:00 square metres, 300:00 square metres, 225:00 square metres and 497:00 square metres respectively aggregately admeasuring 5914:00 square metres, in favour of the Developer M/s. Alcon Hotels (Goa) Pvt. Ltd, the VENDORS herein, in consideration of the development charges/fees payable by the Previous Owners to the Developers against the 60% unsold sub-divided plots retained by the Previous Owners Baga Properties.

AND WHEREAS the VENDORS herein upon execution of the SAID DEED became the sole, exclusive and absolute owners in actual and physical possession of the Plots described herein above and the same has also been described in Schedule III of the SAID DEED.

AND WHEREAS the plots described in Schedule III of the SAID DEED are forming a part of development scheme named as "DR. CONSTANCIO MASCARENHAS RIVERVIEW".

AND WHEREAS the PURCHASER after verifying the title documents and being satisfied with the title of the VENDORS, have approached the VENDORS to purchase one of the sub-divided plot-bearing Plot No. 84, admeasuring 951 square meters (Nine





Hundred Fifty One square meters), forming a part of property bearing Survey No. 155/1 of Village Arpora-Nagoa, hereinafter referred to as the "SAID PLOT" and is better described in Schedule III hereto and identified in the plan hereto annexed with red hatched lines and the VENDORS have agreed to sell the SAID PLOT in "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony, to the PURCHASER for a total consideration of Rs. 1,90,20,000/- (Rupees One Crore Ninety Lakhs Twenty Thousand only) which is the market value of the SAID PLOT.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

- 1. In consideration of the total price of Rs. 1,90,20,000/- (Rupees One Crore Ninety Lakhs Twenty Thousand only), after deducting an amount of Rs. 1,90,200/- (Rupees One Lakh Ninety Thousand Two Hundred only) as TDS, the balance consideration amounting to Rs. 1,88,29,800/- (Rupees One Crore Eighty Eight Lakhs Twenty Nine Thousand Eight Hundred Only) payable to the VENDORS by the PURCHASER in the following manner;
 - i. Sum of Rs. 62,76,600/- (Rupees Sixty Two Lakhs Seventy Six Thousand Six Hundred Only) to be paid on or before 31st March, 2023.
 - ii. Sum of Rs. 62,76,600/- (Rupees Sixty Two Lakhs Seventy Six Thousand Six Hundred Only) to be paid on or before 31st March, 2024.
 - iii Sum of Rs. 62,76,600/- (Rupees Sixty Two Lakhs Seventy Six Thousand Six Hundred Only) to be paid on or before 31st March, 2025.

towards the SAID PLOT bearing Plot No. 84 admeasuring 951 sq. mts., in "DR. CONSTANCIO MASCARENHAS RIVERVIEW" better described in Schedule III, being the portion of the property described in Schedule II, forming part of the larger property described in Schedule I surveyed under No. 155/1 of Village Arpora-Nagoa, situated at Arpora, within the limits of Village Panchayat Arpora-Nagao, Taluka Bardez and Registration Sub District of Bardez, District North Goa, State of Goa, the VENDORS doth 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 III hereunder written and is delineated in red hatched lines on the plan annexed hereto, along with all the privileges, accesses, easements, appurtenances

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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 and all other appurtenances whatsoever of the VENDORS, alongwith all the rights, share, title, interests, property claims, estate and demand whatsoever of the VENDORS unto and upon the SAID PLOT, fully described in the Schedule III hereunder written, absolutely and forever.

2. THAT the VENDORS on the execution of these presents have handed over unto the PURCHASER the vacant possession of the SAID PLOT and the PURCHASER shall hereafter peacefully and quietly hold, use and enjoy the SAID PLOT, fully described in the Schedule III hereunder, as their own property without any hindrance, interruption, claim or demand by or from the VENDORS or any other person or persons whomsoever claiming and demanding any right, title, interest in the SAID PLOT, or any part thereof through the VENDORS or any other person or persons claiming through or under them.

That the VENDORS shall at all times, at the cost and expense of the PURCHASER do all that is required to better assure and/or convey the title of the SAID PLOT unto the PURCHASER.

- 4. That the internal roads and open spaces of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony, as indicated in the approved plans, as to roads and open spaces shall constitute easements and be meant for the use of and enjoyment of all the owners of sub-divided plots in "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony.
- 5. The PURCHASER hereby gives their irrevocable consent to the right to use of the internal roads and rain water drains of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony as an easement for the use and enjoyment of the undeveloped portion of the Said Property described in Schedule II and the said internal roads shall always constitute easement for the undeveloped portion of the Said Property described in Schedule II.

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- 6. The PURCHASER hereby admit and acknowledge that other than the land owners as stated in the SAID DEED and the VENDORS herein, the said roads, open spaces and drains shall always be private roads for the exclusive use and beneficial enjoyment of the PURCHASER of sub-divided plots of said "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony.
- 7. That the VENDORS shall at the request and cost of the PURCHASER do, execute and perform from time to time all such further acts, deeds and things for the purpose of registering the SAID PLOT described in Schedule III hereto in the name of the PURCHASER in all Government Records including Land Survey and Land Revenue Records and/or for the purpose of more perfectly conveying, assuring and transferring the SAID PLOT described in Schedule III hereto in favour of the PURCHASER.

That the SAID PLOT better described in Schedule III hereto is not the subject matter of any acquisition and/or requisition under the provisions of the Land Acquisition or Requisition Act.

- 9. The internal roads of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony shall not be treated as public roads and the ownership of the said roads and open spaces shall be with original land owners and the VENDORS herein.
- 10. That the VENDORS have a marketable title to the SAID PLOT hereby conveyed.
- 11. The PURCHASER shall not do or cause to be done any act which in any manner reduces the width of the internal roads, open spaces and/or otherwise damage the other infrastructural facilities of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony.
- 12. The VENDORS have handed over to the PURCHASER the certified copy of the SAID DEED and copies of other relevant title documents.



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- 13. THAT the PURCHASER as from the execution hereof, shall be the exclusive owners in title and possession of the SAID PLOT.
- 14. THAT the VENDORS do hereby give their free and voluntary No Objection to insert therein the name of the PURCHASER by way of mutation in the Occupants Column of the Survey Records of the SAID PLOT, bearing Survey No. 155/1 of Village Arpora.
- 15. The consideration paid herein is the present fair market value of the SAID PLOT and as such the stamp duty of Rs.8,55,900/- is affixed by way of franking which is borne by the PURCHASER.
- 16. THAT the VENDORS and the PURCHASER hereby declare that the SAID PLOT in transaction does not belong to Scheduled Caste/Scheduled Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/8/1978.

SCHEDULE - I

(DESCRIPTION OF THE "SAID ENTIRE PROPERTY")

The agricultural property comprised of coconut groves and other trees and Mundcarial houses described in the Conservatoria do Registo Predial de Comarca of Bardez under No. 6712 at folio 29 of Book B – 18 New and enrolled in Revenue Office under Matriz No. 1374 and known as "SANQUADDY" and "MADIACHEM BAGA", situated at Arpora of Nagoa, Bardez, Goa, and bounded as under: -

On the East : by property bearing survey No. 157 and river of salty water;

On the West : by the hill property of the heirs of Eusebio Mariano Lourenco de

Mariano Lourenco de Goes from Parra, Fr. Eufemiano de Souza

and Joao de Souza from Calangute;

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On the North: by the coconut grove Sammuaddy of Fernando Ubaldino

Silveira bearing Survey No. 156 and hill of Communidade of

Anjuna; and

On the South: by saltpans Longaquecho Agor of Caetano Diogenes

Mascarenhas bearing Survey No. 151.

THE "SAID PROPERTY" is surveyed under Old Survey No. 749 of the Village of Arpora and New Survey Nos. 155/1 and 154/5 of the Village Arpora. The area of the "said property" admeasures 1,15,160.00 M2 as shown in Record of Rights (Form I and XIV).



SCHEDULE - II

(DESCRIPTION OF THE "SAID PROPERTY)

ALL THAT part and parcel of the larger property described in Schedule-I above to the extent of 95,000:00 square metres which is bounded as under:

On the East: By property bearing Survey No. 157 and river of salty water;

On the West: By the hill property of the heirs of Eusebio Mariano Lourenco de Goes from Parra, Fr. Eufemiano de Souza and Joao de Souza from Calangute;

On the North: By undeveloped property to the extent of 20,000:00 square metres and partly by the coconut grove Sammuaddy of Fernando Ubaldino Silveira bearing Survey No. 156 and hill of Communidade of Anjuna; and

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On the South: By salt pans Longaquecho Agor of Caetano Diogenes Mascarenhas bearing Survey No. 151.

SCHEDULE - III

(DESCRIPTION OF SAID PLOT)

ALL THAT SAID PLOT bearing Plot No. 84, admeasuring 951 square meters (Nine Hundred Fifty One square metres), which is the part of the property described in Schedules hereinabove, and the SAID PLOT falls in Survey No. 155/1 of Village Arpora-Nagoa, Taluka and Registration Sub District of Bardez of North Goa District and bounded as follows:

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Qn the East : By Plot No. 85 of the Colony;

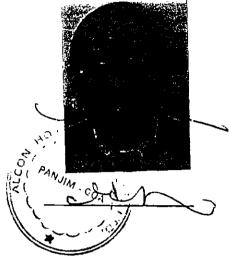
On the West: By Plot No. 82 of the Colony

On the North: By 8.00 metres wide road of the Colony; and

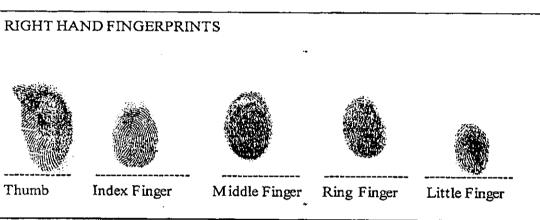
On the South: By 8.00 metres wide road of the Colony

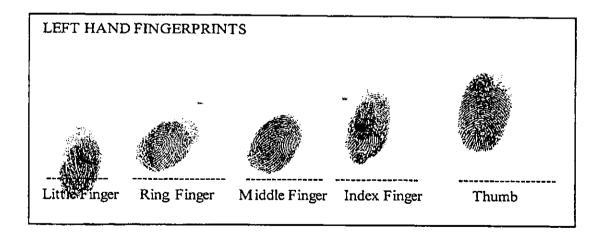
IN WITNESS WHEREOF the parties to this Deed have set and subscribed their respective hands and signatures on the day, month and year first herein above written.

SIGNED AND DELIVERED BY)
WITHIN NAMED THE VENDORS)
ALCON HOTELS (GOA) PRIVATE LIMITED)
Through its Director)
MR. NANDA SADASSIVA NAIQUE COUNTO









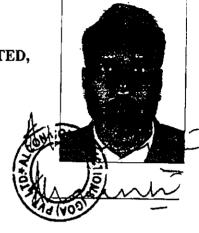


SIGNED AND DELIVERED BY)

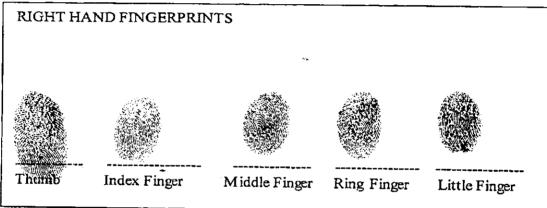
WITHIN NAMED THE PURCHASER)

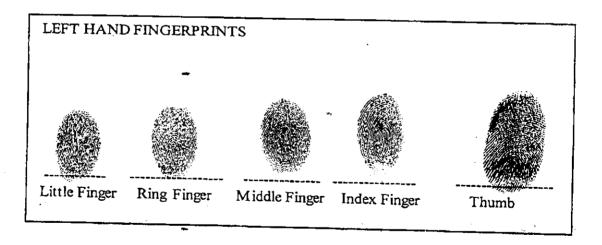
ALCON CONSTRUCTIONS (GOA) PRIVATE LIMITED, through its Director

MR. AAKASH NANDA NAIK KHAUNTE









In the presence of following witnesses:

1. Sunch Govenkan.

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2. Sanlash Work

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of &

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TRUE COPY



OFFICE OF THE VILLAGE PANCHAYAT

Arpora - Nagoa Bardez - Goa

Ref. No.: VP/A-N/WWh/2005-09/166/6.

Date 13/05/28

ATE OF GOA ng. 110. 30972014 EXP. 78.02.2024 OF GOP

FINAL N.O.C FOR SUB-DIVISION OF LAND

Whereas an application has been made by ALCON HOTELS (GOA) PVT. LTD. is hereby granted final N.O.C for the proposed final sub-division of plan (part plots) in the property bearing survey no: 155/1-of Arpora village in terms the resolution no. 3(2) taken in the panchayat meeting dated 30-04-2008 as per the plans in triplicate attached to his application under inward no 757 dated 07/09/2007 on the terms and conditions as indicated by the Town Planner. Town and country planning department, Mapusa under their letter no. DB/21101/07/2571 dated 10-12-2007.

1) The permission recommended as per the plans hereby annexed.

- 2) The permission is liable to be revoked if it is based on false information, wrong plans/calculations/documents or any other accompaniments of the application are found to be incorrect or wrong at any stage.
- 3) Any change to be effected to the approved plans prior permission has to be

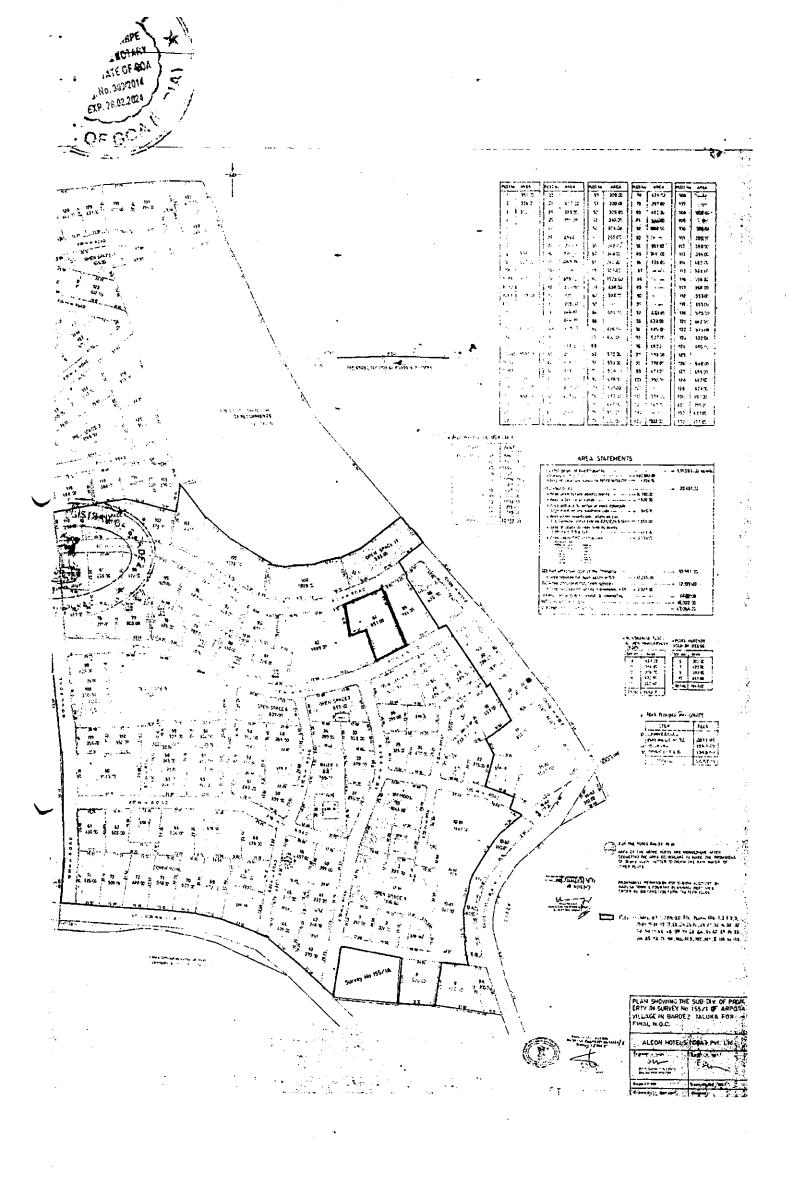
4) All internal roads shall be treated as public roads.

- 5) This N.O.C. is issued for part development i.e. for plot Nos. 1,2,3,8,9,10-A1,10-B1.13,19,22,24,25,26,28,29,32 to 35,37,38,40 to 46,48,50 to 62,64,66,67 to 82,84,85,92 to 100,102,103,105,108,110 to 112 only as per enclosed plan.
- 6) For plot Nos. 82, 84, 85 the read should be derived from the road in the southern
- 7) If any cutting of sloping land is involved during the secondary development permission under section 17-A should be obtained from the Chief Town Planner.
- 8) This N.O.C. is issued based on the conversion sanad order vide letter No. RB/CNV/BAR/103/2005 dt. 14-6-07 and N.O.C. is issued by A.E., P.W.D. vide letter No. PWD/SDIL/PHE-NIF-10/05-07 dt. 3/4/07.
- 9) N.O.C. should be obtained from Electricity Department.
- 10) For the remaining plots final N.O.C. will be issued after the completion of development of roads.

This carries the embossed seal of this village panchayat of Arpora-Nagoa.

Secretary V. P. Arpora-Nagos

TRAP OF REGI





Government of Goa

Document Registration Summary 2

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

Print Date & Time: - 13-Sep-2022 11:43:59 am

Document Serial Number :- 2022-BRZ-4040

Presented at 11:38:48 am on 13-Sep-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	855900
2	Registration Fee	570600
3	Mutation Fees	1000
4	Processing Fee	1240
	Total	1428740

Stamp Duty Required: 855900/-

Stamp Duty Paid: 855900/-

Presenter

SI	NO Party Name and Address	Photo	Thumb	Signature
SUP-RE-IIIS	Nikhil Vasant Naik ,Father Name:Vasant A Naik,Age: 33, Marital Status: ,Gender:Male,Occupation: Service, Address1 - H.No. 37, Aroba, Dhargal Pernem Goa, Address2 - , PAN No.:			Junit

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dakshata N Chimulkar, Father Name: Jairam Sadashiv Naik Counto, Age: 40, Marital Status: ,Gender: Female, Occupation: Service, Flat No. A-4, Ganesh Prasad Bldg. Altinho Panai Goa, PAN No.: A Sadassiva Naique Counto As Director Of Ms Alcon Hotels Goa Private Limited			Quinwillas.
2	Nikhil Vasant Naik , Father Name: Vasant A Naik, Age: 33, Marital Status: ,Gender: Male, Occupation: Service, H.No. 37, Aroba, Dhargal Pernem Goa, PAN No as Power Of Attorney Holder for Aakash Nanda Naik Khaunte As Director Of Ms Alcon Constructions Goa Pvt Ltd			Direction

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Santosh U Naik, Age: 40, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403504, H. No. 44 Haturlim Mayem Bicholim Goa , H. No. 44 Haturlim Mayem Bicholim Goa , Maem, Bicholim, North Goa, Goa			Char
2	Name: Sunil J Govenkar, Age: 53, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403114, H. No. 473/A Titawaddo Nerul Bardez Goa, H. No. 473/A Titawaddo Nerul Bardez Goa, Nerul, Bardez, North Goa, Goa	Section 1		& June

BARDEZ

Document Serial Number :- 2022-BRZ-4040



Document Serial No:-2022-BRZ-4040

Book :- 1 Document

Registration Number :- BRZ-1-3925-2022

Date: 13-Sep-2022

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

SUB-REGISTRAR BARDEZ

Scanned by Chaitali Pednekar, DEO Jodnekar







Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 13-Sep-2022 11:23:04

Date of Receipt: 13-Sep-2022

Receipt No: 2022-23/9/2519

Serial No. of the Document: 2022-BRZ-4036 Nature of, Document : Conveyance - 22

Received the following amounts from Nikhil Vasant Naik for Registration of above Document in Book-1 for

Received the following amount		\					
the year 2022 Registration Fee	446400	E-Challan	Challan Number : 202200713125 CIN Number : CPACAJSEE2	446400			
Registration	ļ		• Challan Number : 202200713125	1220			
Processing Fee	1220	E-Challan	CIN Number : CPACAJSEE2				
			ch Forty Seven Thousands Six Hundred And Twen	ity only			
Tetal Baid	447620 (Rupees Four Lar	(I) Fully Seven History				

447620 (Rupees Four Lakh Forty **Total Paid**

Probable date of issue of Registered Dodument:

Signature 9

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 :

reined Nail 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 13-Sep-2022

Signature of the person receiving the Document

Signature of

2/2

Phone No: Sold To/Issued To: Alcon Construction For Whom/ID Proof:





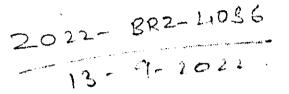
₹ 0669900/
ŒRO SIX SIX MME MIME ZERO ÆRO

Other

38152371661869894226-D0009486







DEED OF SALE

THIS DEED OF SALE is made at Mapusa, Goa, on this 30th day of August of the year Two Thousand and Twenty Two (30.08.2022).



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BETWEEN

ALCON HOTELS (GOA) PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its office at Sukerkar Mansion, 1st Floor, M.G. Road Panaji, G, represented in this Act by its Director, Goa 403 001, having PAN Card No. MR. NANDA SADASSIVA NAIQUE COUNTO, son of late Shri Sadassiva Naique Counto, 77 years of age, married, business, Indian National, residing at "Indirabai", Plot No. 69-D, Near Vastu Hermitage, Ribandar Goa - 403006, and having Aadhar Card authorized vide Board Resolution dated 01.09.2008, herein after No. referred to as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title, administrators, executors and UB-MEGISTRAM OF assigns) of the ONE PART;

AND

LCON CONSTRUCTIONS (GOA) PRIVATE LIMITED, a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its office at Sukerkar Mansion, 1st Floor, M.G. Road, Panaji, Goa 403 001, having PAN Card No. represented in this Act by its Director MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 41 years of age, married, business, Indian National, residing at "Indirabai", Plot No. 69-D, Near Vastu Hermitage, Ribandar Goa - 403006, and , authorized by virtue of Board Resolution dated having Aadhar Card No 2nd January 2012, hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title, administrators, executors and assigns) of the OTHER PART;

The present Deed is executed by MR. NANDA SADASSIVA NAIQUE COUNTO on behalf of the VENDORS and in pursuance of the Power of Attorney dated 24.09.2008, duly registered before the Sub-Registrar of Ilhas under No. 73/08 dated 24.09.2008, executed by the VENDORS, the VENDORS have authorized MRS. DAKSHATA N. CHIMULKAR, wife of Mr. Namit alias Narcinha Chimulkar, age 41 years, married, , Aadhar Card No. service, Indian National, having Pan No. , residing at Flat No. A-4, Ganesh Prasad Bldg., Altinho, Panaji, Goa, to represent



the present instrument for registration and admit the execution and registration of this document before the competent Sub-Registrar.

The present Deed is executed by MR. AAKASH NANDA NAIK KHAUNTE on behalf of the PURCHASER and in pursuance of the Power of Attorney dated 09.112012, duly registered before the Sub-Registrar of Ilhas under No. PNJ-BK4-00048-2012, CD Number PNJD18, dated 12.11.2012, executed by the PURCHASER, the PURCHASER has authorized MR. NIKHIL V. NAIK, son of Shri Vasant A. Naik, 33 years of age, Indian National, having PAN No , Aadhar Card No.

, residing at House No. 37, Aroba Dhargal, Pernem Goa, to represent the present instrument for registration and admit the execution and registration of this document before the competent Sub-Registrar.

WHEREAS pursuant to the Deed of Transfer dated 01.02.2012, registered with the Office of Sub-Registrar of Bardez under No. BRZ-BK1-00699-2012, CD Number BRZD285, dated 13.02.2012 (hereinafter referred to as the "SAID DEED"), executed by and between the Owners/Transferors i.e Baga Properties, a Partnership Firm and the Developers/Transferees i.e. M/s. Alcon Hotels (Goa) Private Limited as recorded therein in the Said Deed, and the Developers/Transferees therein is now being the VENDORS herein, the VENDORS acquired title to all those plots described in Schedule III of the Said Deed, which plots namely the ones described in Schedule III of the Said Deed, are forming a part of the property described in Schedule II of the Said Deed and the property described in Schedule II of the SAID DEED is a part of the property described in Schedule I of the SAID DEED.

The said Schedules I & II of the SAID DEED are transcribed hereunder and shall hereinafter referred to as Schedule I described as "the Said Entire Property & Schedule II described as "the Said Property" respectively.

AND WHEREAS the flow of title of the plots described in Schedule III of the Said Deed has been set out in the SAID DEED and the same is also transcribed as under:



A. The "Said Entire Property" originally consisted of two properties known as "SANQUADDY" AND "MADIACHEM BAGA". The "Said Entire Property" known as "SANQUADDY" and "MADIACHEM BAGA" as per the Deed of Sale and Discharge, acknowledgement, transaction and debt, dated 06.03.1896 belonged to Mrs. Emiliana Pinto, widow of Placido Antonio Monteiro, Jose Joao Monteiro and his wife Maria Clotildes da Costa Monteiro and Guistavo Tiburcio Valerio Monteiro and his wife Maria Esmeralda Christalina Pinto e Monteiro, all residents of Arpora. The aforesaid persons sold the "Said Entire Property" to Joaquim Antonio Gonsalves and his wife Mrs. Theodolinda Esmeralda Julia Nunes.



By a Deed of Sale, discharge and annulment of loan dated 13.03.1896, Joaquim Antonio Gonsalves and his wife Mrs. Theodolinda Esmeralda Julia Nunes sold "Said Entire Property" to Caetano Benedito Mascarenhas for release and discharge of debt obtained by the seller from Domingos Caetano Mascarenhas.

Subsequently by a Deed of Gift, Declaration and Renouncement of Usufruct dated 12.07.1937, the said Caetano Benedito Mascarenhas and his wife Ana Eulalia Adelmina Leonor Afonso Mascarenhas gifted "Said Entire Property" to the said Dr. Antonio Constancio de Expectação Bras Mascarenhas and his wife Ana Maria Palmira de Gouveia Pinto Mascarenhas.

- D. Under the said Deed dated 12.07.1937, the said Caetano reserved the usufruct of the "said Entire Property" unto his then spinster, daughters, Ana Eugenia Elvira Carmina Ludomila Mascarenhas and Maria Julia Adelmina Mascarenhas, until the respective daughters continued spinsters.
- E. The said Deed dated 12.07.1937 further records that the said Caetano Benedito Mascarenhas was married to Ana Eulalia Adelmina Leonor Afonso Mascarenhas with complete Separation of Assets.
- F. By a Deed of Sale and Acquittance, dated 30.11.1942 the said Maria Julia Adelmina Mascarenhas sold to her brother Dr. Antonio Constancio de Expectacao Bras Mascarenhas the usufruct to the "the Said Entire Property" for a consideration.



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- G. On the marriage of the said Ana Eugenia Elvira Carmina Ludomila Mascarenhas, the said usufruct reserved for her by the said Deed of Gift, Declaration and Renouncement of Usufruct got extinguished. "The Said Entire Property" is inscribed under No.38520, at page 30 of Book G-42, in the name of Dr. Antonio Constancio de Expectação Bras Mascarenhas.
- H. By a Deed of Gift, dated 16.07.1956, recorded in the Books of Vinayak Singbal, Temporary Notary Public, in the Judicial Division of Ilhas Panaji and registered in his Books at book No.491 at Folio 14 to 23 overleaf, the "Said Entire Property" was gifted by the said Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife Ana Maria Palmira de Gouveia Pinto Mascarenhas to Dr. Armando Joao Benedito Mascarenhas. The said Deed of Gift was executed with the intervention of all the heirs of Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife Ana Maria Palmira de Gouveia Pinto Mascarenhas.
 - I. By a Deed dated 24.07.1963 executed before the then Notary Public Antonio Orlando
 Lobo and recorded in his Books at Book No. 561 at Pages 39 overleaf to page 41 the "
 Said Entire Property" was transferred by the said Dr. Armando Joao Benedito
 Mascarenhas by a way of sale to his brother Dr. Fernando Jose De Gouveia Pinto
 Macaranhas.
 - J. On the death of the said Ana Maria Palmira de Gouveia Pinto Mascarenhas, Inventory Proceedings were instituted as appended to the Inventory Proceedings, which were proceeded on the death of the said Dr. Antonio Constancio de Expectacao Bras Mascarenhas, namely Inventory Proceedings No.57/83.
 - K. In the said Inventory Proceeding one of the heirs of late Dr. Antonio Constancio de Expectação Bras Mascarenhas and the said Ana Maria Palmira de Gouveia Pinto Mascarenhas, namely Mario Antonio Mascarenhas sought to list the "Said Entire Property" as one of the assets of the deceased Ana Maria Palmira de Gouveia Pinto Mascarenhas and late Dr. Antonio Constancio de Expectação Bras Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas, by the said Deed dated 16.07.1956 to Dr. Armando João Benedito Mascarenhas.



Mapusa

- L. In the said proceeding the said Mario Antonio Mascarenhas, made an application for an interim injunction pending disposal of the said Inventory Proceeding, restraining the said Dr. Fernando Jose De Gouveia Pinto Macarenhas, from encumbering and/or alienating of the "Said Entire Property".
- M. The Court of Civil Judge Senior Division at Panaji, dismissed the interim injunction application by Order, dated 18.12.1998 and the Hon'ble High Court of Bombay, Goa Bench, dismissed the appeal, challenging the Order, dated 18.12.1998, by Order dated 09.03.2001 in Appeal from Order and the leave application filed before the Hon'ble Supreme Court of India against the dismissal order was also dismissed by order dated 23.07.2001.



The said Dr. Fernando Jose De Gouveia Pinto Mascarenhas, the previous owners of the said Entire Property, entered into a registered partnership called "Baga Properties" under the provisions of the Indian Partnership Act, 1932, with its partners being Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza. The said Partnership is registered under No. 34, with the Registrar of Firms and the said Dr. Fernando Jose De Gouveia Pinto Mascarenhas, brought in the "Said Entire Property" as an asset in the firm of Baga Properties and hence the Baga Properties (hereinafter referred to as the "Previous Owner") became the owners in possession of the "Said Entire Property".

- O. The previous owners Baga Properties had a clear and marketable title to the "Said Entire Property".
- P. There were 16 Mundcars having residential houses in the "Said Entire Property" and their claims have been settled and part and parcel of the "Said Entire Property" have been transferred by separate Deeds in favour of the said Mundcars.
- Q. By an Agreement, dated 21.07.2004, the previous Owners entrusted the development of part of the "Said Entire Property" hereinafter referred to as the "Said Property" to the Developers, the VENDORS herein, with the exclusion of the area of the "Said Entire Property" transferred in favour of the aforesaid Mundcars.



R. Pursuant to the said Agreement of Development, dated 21.07.2004, the Developers, the present VENDORS herein, on behalf of the Previous Owners have obtained Provisional approval for proposed sub division of land from Mapusa Planning and Development Authority, Mapusa-Goa vide their Order bearing Ref. No. MPDA/D/ARP/778/6282/04, dated 19.11.2004 and another Order bearing Ref. No. MPDA/D/ARP/965/7185/04, dated 05.01.2005 and the Village Panchayat of Arpora Nagoa has granted the Provisional N.O.C for sub division by their letters bearing No. VP/AN/Const/04-05/468, dated 24.02.2005 and No. VP/AN/Const/04-05/473/32, dated 01.03.2005 for the Said Property.



The Office of Collector, North Goa District under the Provision of Land Revenue Code accorded Sanction to convert the part of the "Said Property" vide Sanad bearing No. RB/CNV/BAR/103/2005, dated 14.06.2006.

In terms of the permission obtained from the concerned authorities hereinabove mentioned, the Developers, the present VENDORS herein, commenced the development of the property described in Schedule II by sub dividing the "Said Property" into plots, with open spaces and construction of Internal road network, rain water drains on the sides of the roads, water supply lines from the mains and provision for electricity poles which is being constructed in terms of the approved plans, and the said development was named as "Dr. Constancio Mascarenhas Riverview".

U. The Developers, the present VENDORS herein, completed the development of "Dr. Constancio Mascarenhas Riverview" and obtained the Final N.O.C. from the Mapusa Town and Country Planning Department by its Order bearing Ref. No. DB/21101/07/2571, dated 10.12.2007, Order bearing Ref. No. DB/2/1101/08/1793, dated 17.06.2008 and the Order bearing Ref. No. DB/20212/08.2978, dated 23.10.2008 and the Village Panchayat of Arpora Nagoa has granted the Final N.O.C. vide their letter bearing Ref. No. VP/A-N/Const/2008-09/166/6, dated 13.05.08, their letter bearing Ref. No. VP/A-N/Const/2008-09/249, dated 17.06.2008 and their letter bearing Ref. No. VP/A-N/Const/2008-09/654/29, dated 08.12.2008.



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- V. The said Agreement, dated 21.07.2004 was extended further executing addendum, dated 03.05.2007 to the Agreement dated 21.07.2004. The said Agreement 21.07.2004 was extended for a period of 3 years with effect from 01.09.2006 till 31.08.2009.
- W. And some of the sub-divided plots in terms of the approved plans were sold to various Purchaser of the plots for consideration jointly by Previous owners and the Developers M/s. Alcon Hotels (Goa) Pvt. Ltd., however some of the sub-divided plots remained unsold, as there were certain disputes which arose between the Previous Owners and the Developers M/s. Alcon Hotels (Goa) Pvt. Ltd.



- The said disputes was settled by the Previous Owners and the Developers M/s. Alcon Hotels (Goa) Pvt. Ltd., wherein the Previous Owners and the Developers M/s. Alcon Hotels (Goa) Pvt. Ltd executed further Addendum, dated 29.12.2011 to the Agreement, dated 21.07.2004 read with Addendum thereto, dated 03.05.2007, settling all their disputes. In terms of the said Addendum dated 29.12.2011, the Previous Owners settled the disputes.
- Y. The Previous Owners i.e. Baga Properties transferred in favour of the Developer M/s. Alcon Hotels (Goa) Pvt. Ltd., the Vendor herein, the unsold developed sub-divided plots in the property described in schedule-II hereto, in the proportion as agreed in the Agreement, dated 21.07.2004, i.e. 40% of the unsold /remaining sub-divided plots transferred by the Previous Owners to the Developer M/s. Alcon Hotels (Goa) Pvt. Ltd., and the balance 60% of the unsold/remaining sub-divided plots were retained by the Previous Owners Baga Properties;
- Z. As recorded in the Addendum dated 29.12.2011, the unsold sub-divided plots bearing Plot Nos. 95, 96, 102, 103, 105, 110, 113, 114, 115, 116, 25, 48, 67, 22, 41, 45, 52, 64, PLOT A-1 and E admeasuring 527:00 square metres, 492:00 square metres, 378:00 square metres, 543:00 square metres, 1033:00 square metres, 298:00 square metres, 396:00 square metres, 462:00 square metres, 388:00 square metres, 498:00 square metres, 325:00 square metres, 358:00 square metres, 400:00 square metres, 375:00 square metres, 262:00 square metres, 307:00 square metres, 305:00 square metres, 604:00 square metres, 491:00 square metres, 480:00 square metres and 1126:00 square metres, respectively aggregately admeasuring 10048:00 square metres were retained



by the Previous Owners which is approximately 60% of the unsold plot area and the unsold sub-divided plots bearing Plot Nos. 61, 78, 84, 85, 99, 18, 51, 19, 26, 46, 16-A3, B and D admeasuring 430:00 square metres, 425:00 square metres, 744:00 square metres, 744:00 square metres, 423:00 square metres, 440:00 square metres, 280:00 square metres, 452:00 square metres, 290:00 square metres, 457:00 square metres, 300:00 square metres, 225:00 square metres and 497:00 square metres respectively aggregately admeasuring 5914:00 square metres were transferred by the Previous Owners i.e. Baga Properties in favour of Developers M/s. Alcon Hotels (Goa) Pvt. Ltd, the VENDORS herein, which is approximately 40% of the unsold plot area.



AA. Pursuant to the said understanding recorded in the said Addendum, dated 29.12.2011, the previous Owners Baga-Properties transferred the unsold subdivided plots bearing Plot Nos. 61, 78, 84, 85, 99, 18, 51, 19, 26, 46, 16-A3, B and D admeasuring 430:00 square metres, 425:00 square metres, 744:00 square metres, 423:00 square metres, 440:00 square metres, 280:00 square metres, 452:00 square metres, 290:00 square metres, 457:00 square metres, 300:00 square metres, 225:00 square metres and 497:00 square metres respectively aggregately admeasuring 5914:00 square metres, in favour of the Developer M/s. Alcon Hotels (Goa) Pvt. Ltd, the VENDORS herein, in consideration of the development charges/fees payable by the Previous Owners to the Developers against the 60% unsold sub-divided plots retained by the Previous Owners Baga Properties.

AND WHEREAS the VENDORS herein upon execution of the SAID DEED became the sole, exclusive and absolute owners in actual and physical possession of the Plots described herein above and the same has also been described in Schedule III of the SAID DEED.

AND WHEREAS the plots described in Schedule III of the SAID DEED are forming a part of development scheme named as "DR. CONSTANCIO MASCARENHAS RIVERVIEW".

AND WHEREAS the PURCHASER after verifying the title documents and being satisfied with the title of the VENDORS, have approached the VENDORS to purchase



one of the sub-divided plot bearing Plot No. 85, admeasuring 744 square meters (Seven Hundred Forty Four square meters), forming a part of property bearing Survey No. 155/1 of Village Arpora-Nagoa, hereinafter referred to as the "SAID PLOT" and is better described in Schedule III hereto and identified in the plan hereto annexed with red hatched lines and the VENDORS have agreed to sell the SAID PLOT in "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony, to the PURCHASER for a total consideration of Rs. 1,48,80,000/- (Rupees One Crore Forty Eight Lakhs Eighty Thousand only) which is the market value of the SAID PLOT.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:



- 1. In consideration of the total price of Rs. 1,48,80,000/- (Rupees One Crore Forty Eight Lakhs Eighty Thousand only), after deducting an amount of Rs. 1,48,800/- (Rupees One Lakh Forty Eight Thousand Eight Hundred only) as TDS, the balance consideration amounting to Rs. 1,47,31,200/- (Rupees One Crore Forty Seven Lakhs Thirty One Thousand Two Hundred Only) payable to the VENDORS by the PURCHASER in the following manner;
 - i. Sum of Rs. 49,10,400/- (Rupees Forty Nine Lakhs Ten Thousand Four Hundred Only) to be paid on or before 31st March, 2023.
 - ii. Sum of Rs. 49,10,400/- (Rupees Forty Nine Lakhs Ten Thousand Four Hundred Only) to be paid on or before 31st March, 2024.
 - iii. Sum of Rs. 49,10,400/- (Rupees Forty Nine Lakhs Ten Thousand Four Hundred Only) to be paid on or before 31st March, 2024.

towards the SAID PLOT bearing Plot No. 85 admeasuring 744 sq. mts., in "DR. CONSTANCIO MASCARENHAS RIVERVIEW" better described in Schedule III, being the portion of the property described in Schedule II, forming part of the larger property described in Schedule I surveyed under No. 155/1 of Village Arpora-Nagoa, situated at Arpora, within the limits of Village Panchayat Arpora-Nagoa, Taluka Bardez and Registration Sub District of Bardez, District North Goa, State of Goa, the VENDORS doth 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 III hereunder written and is delineated in red hatched lines on the plan



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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 and all other appurtenances whatsoever of the VENDORS, alongwith all the rights, share, title, interests, property claims, estate and demand whatsoever of the VENDORS unto and upon the SAID PLOT, fully described in the Schedule III hereunder written, absolutely and forever.



- THAT the VENDORS on the execution of these presents have handed over unto the PURCHASER the vacant possession of the SAID PLOT and the PURCHASER shall hereafter peacefully and quietly hold, use and enjoy the SAID PLOT, fully described in the Schedule III hereunder, as their own property without any hindrance, interruption, claim or demand by or from the VENDORS or any other person or persons whomsoever claiming and demanding any right, title, interest in the SAID PLOT, or any part thereof through the VENDORS or any other person or persons claiming through or under them.
- That the VENDORS shall at all times, at the cost and expense of the PURCHASER do all that is required to better assure and/or convey the title of the SAID PLOT unto the PURCHASER.
- 4. That the internal roads and open spaces of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony, as indicated in the approved plans, as to roads and open spaces shall constitute easements and be meant for the use of and enjoyment of all the owners of sub-divided plots in "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony.
- 5. The PURCHASER hereby gives their irrevocable consent to the right to use of the internal roads and rain water drains of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony as an easement for the use and enjoyment of the undeveloped portion of the Said Property described in Schedule II and the said internal roads shall



always constitute easement for the undeveloped portion of the Said Property described in Schedule II.

- 6. The PURCHASER hereby admit and acknowledge that other than the land owners as stated in the SAID DEED and the VENDORS herein, the said roads, open spaces and drains shall always be private roads for the exclusive use and beneficial enjoyment of the PURCHASER of sub-divided plots of said "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony.
- That the VENDORS shall at the request and cost of the PURCHASER do, execute and perform from time to time all such further acts, deeds and things for the purpose of registering the SAID PLOT described in Schedule III hereto in the name of the PURCHASER in all Government Records including Land Survey and Land Revenue Records and/or for the purpose of more perfectly conveying, assuring and transferring the SAID PLOT described in Schedule III hereto in favour of the PURCHASER.
- 8. That the SAID PLOT better described in Schedule III hereto is not the subject matter of any acquisition and/or requisition under the provisions of the Land Acquisition or Requisition Act.
- 9. The internal roads of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony shall not be treated as public roads and the ownership of the said roads and open spaces shall be with the original land owners and the VENDORS herein.
- 10. That the VENDORS have a marketable title to the SAID PLOT hereby conveyed.
- 11. The PURCHASER shall not do or cause to be done any act which in any manner reduces the width of the internal roads, open spaces and/or otherwise damage the other infrastructural facilities of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" colony.



- 12. The VENDORS have handed over to the PURCHASER the certified copy of the SAID DEED and copies of other relevant title documents.
- 13. THAT the PURCHASER as from the execution hereof, shall be the exclusive owners in title and possession of the SAID PLOT.
- 14. THAT the VENDORS do hereby give their free and voluntary No Objection to insert therein the name of the PURCHASER by way of mutation in the Occupants Column of the Survey Records of the SAID PLOT, bearing Survey No. 155/1 of Village Arpora.
- 15. The consideration paid herein is the present fair market value of the SAID PLOT and as such the stamp duty of Rs.6,69,900/- is affixed by way of franking which is borne by the PURCHASER.
- THAT the VENDORS and the PURCHASER hereby declare that the SAID PLOT
 in transaction does not belong to Scheduled Caste/Scheduled Tribe pursuant to the
 Notification No. RD/LAND/LRC/318/77 dated 21/8/1978.

SCHEDULE - I

(DESCRIPTION OF THE "SAID ENTIRE PROPERTY")

The agricultural property comprised of coconut groves and other trees and Mundcarial houses described in the Conservatoria do Registo Predial de Comarca of Bardez under No. 6712 at folio 29 of Book B – 18 New and enrolled in Revenue Office under Matriz No. 1374 and known as "SANQUADDY" and "MADIACHEM BAGA", situated at Arpora of Nagoa, Bardez, Goa, and bounded as under: -

On the East : by property bearing survey No. 157 and river of salty water;

On the West : by the hill property of the heirs of Euschio Mariano Lourenco de



Mariano Lourenco de Goes from Parra, Fr. Eufemiano de Souza and Joao de Souza from Calangute;

On the North: by the coconut grove Sammuaddy of Fernando Ubaldino

Silveira bearing Survey No. 156 and hill of Communidade of

Anjuna; and

On the South: by saltpans Longaquecho Agor of Caetano Diogenes

Mascarenhas bearing Survey No. 151.

THE "SAID PROPERTY" is surveyed under Old Survey No. 749 of the Village of Arpora and New Survey Nos. 155/1 and 154/5 of the Village Arpora. The area of the "said property" admeasures 1,15,160.00 M2 as shown in Record of Rights (Form I and XIV).

SCHEDULE - II

(DESCRIPTION OF THE "SAID PROPERTY)

ALL THAT part and parcel of the larger property described in Schedule-I above to the extent of 95,000:00 square metres which is bounded as under:

On the East: By property bearing Survey No. 157 and river of salty water;

On the West: By the hill property of the heirs of Eusebio Mariano Lourenco de Goes from Parra, Fr. Eufemiano de Souza and Joao de Souza from Calangute;

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On the North: By undeveloped property to the extent of 20,000:00 square metres and partly by the coconut grove Sammuaddy of Fernando Ubaldino Silveira bearing Survey No. 156 and hill of Communidade of Anjuna; and

On the South: By salt pans Longaquecho Agor of Caetano Diogenes Mascarenhas bearing Survey No. 151.



SCHEDULE - III

(DESCRIPTION OF SAID PLOT)

ALL THAT SAID PLOT bearing Plot No. 85, admeasuring 744 square meters (Seven Hundred Forty Four square metres), which is the part of the property described in Schedules hereinabove, and the SAID PLOT falls in Survey No. 155/1 of Village Arpora-Nagoa, Taluka and Registration Sub District of Bardez of North Goa District and bounded as follows:

On the East : By Plot No. 86 of the Colony;

On the West : By Plot No. 84 of the Colony

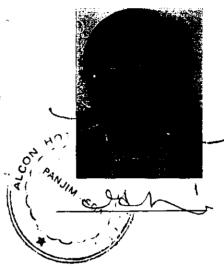
On the North: By 8.00 metres wide road of the Colony; and

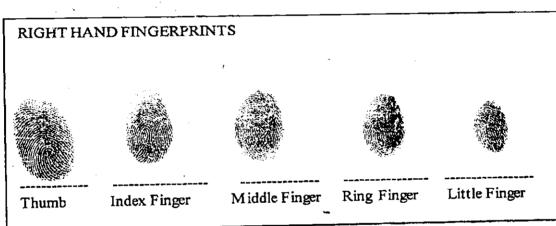
On the South: By 8.00 metres wide road of the Colony

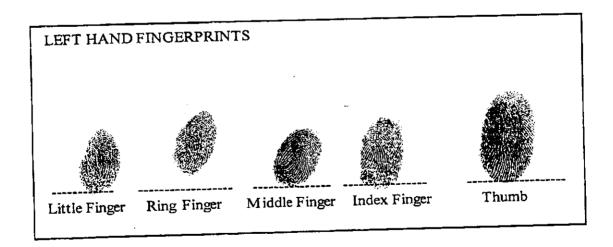
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IN WITNESS WHEREOF the parties to this Deed have set and subscribed their respective hands and signatures on the day, month and year first herein above written.

SIGNED AND DELIVERED BY)
WITHIN NAMED THE VENDORS)
ALCON HOTELS (GOA) PRIVATE LIMITED)
Through its Director)
MR. NANDA SADASSIVA NAIQUE COUNTO





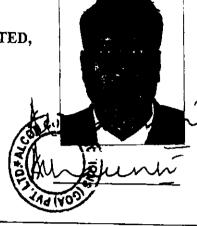




SIGNED AND DELIVERED BY

WITHIN NAMED THE PURCHASER)

ALCON CONSTRUCTIONS (GOA) PRIVATE LIMITED, through its Director MR. AAKASH NANDA NAIK KHAUNTE



-NEGISTRAN





Thumb



Index Finger



Middle Finger



Ring Finger



Little Finger

LEFT HAND FINGERPRINTS



Little Finger



Ring Finger





Middle Finger Index Finger



In the presence of following witnesses:

Sunt Govenkal. S. Curkal 1.

2.



TRUE COPY

OFFICE OF THE VILLAGE PANCHAYAT Arpora - Nagoa

Bardez - Goa

2/66/60-3005/forw/14-AIGV

Date 12/05/08



GISTRAR OF

N.O.C FOR SUB- DIVISION OF LAND

Whereas an application has been made by ALCON HOTELS (GOA) PVT. LTD, is hereby granted final N.O.C for the proposed final sub-division of plan (part plots) in the property bearing survey no 155/1 of Arpora village in terms the resolution no. 3(2) taken in the panchayat meeting dated 30-04-2008 as per the plans in triplicate attached to his application under inward no.757 dated 07/09/2007 on the terms and conditions as indicated by the Town Planner. Town and country planning department, Mapusa under their letter no. DB/21101/07/2571 dated 10-12-2007.

1) The permission recommended as per the plans hereby annexed.

2) The permission is liable to be revoked if it is based on false information, wrong plans/calculations/documents or any other accompaniments of the application are found to be incorrect or wrong at any stage.

3) Any change to be effected to the approved plans prior permission has to be

obtained.

4) Ali internal roads shall be treated as public roads.

5) This N.O.C. is issued for part development i.e. for plot Nos. 1,2,3,8,9,10-A1,10-B1,13,19,22,24,25,26,28,29,32 to 35,37,38,40 to 46,48,50 to 62,64,66.67 to 82,84,85,92 to 100,102,103,105,108,110 to 112 only as per enclosed plan.

6) For plot Nos. 82, 84, 85 the road should be derived from the road in the southern

side.

7) If any cutting of sloping land is involved during the secondary development permission under section 17-A should be obtained from the Chief Town Planner.

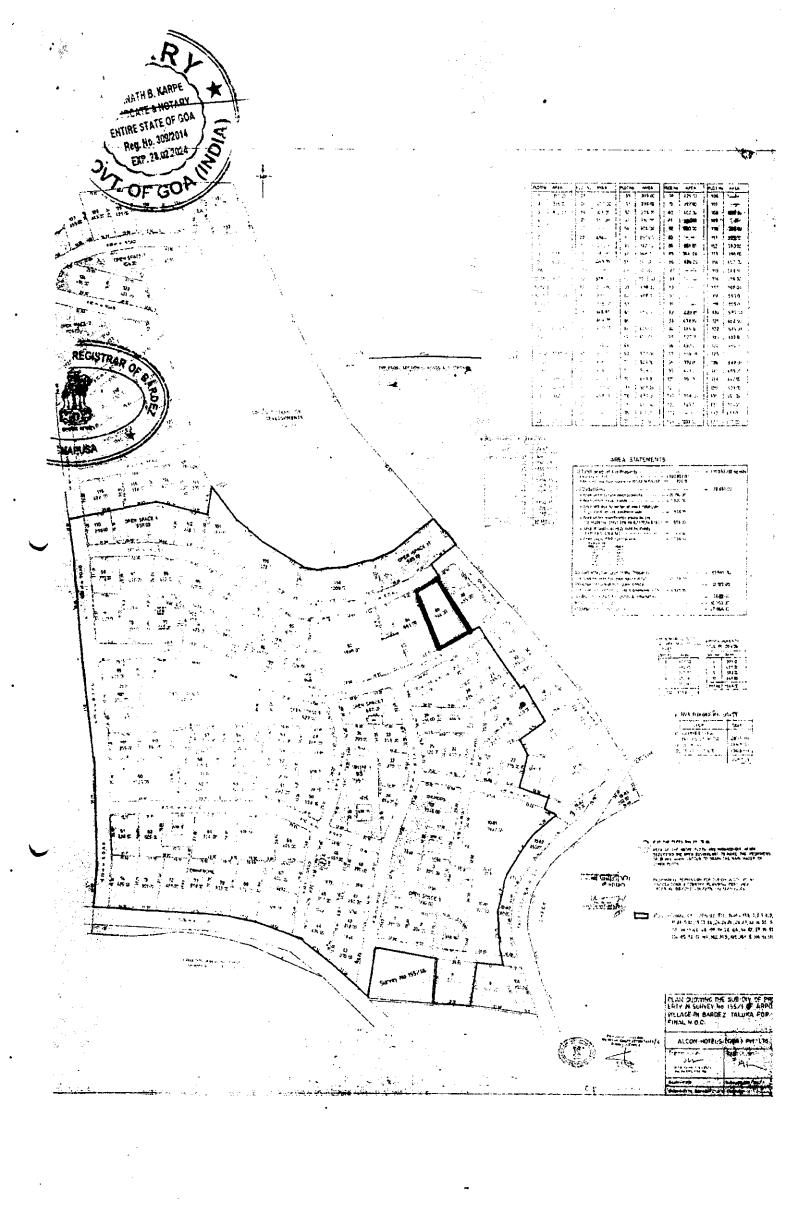
8) This N.O.C. is issued based on the conversion sanad order vide letter No. RB/CNV/BAR/103/2005 dt. 14-6-07 and N.O.C. is issued by A.E., P.W.D. vide letter No. PWD/SDII/PHE-NIF-10/05-07 dt 3/4/07.

9) N.O.C. should be obtained from Electricity Department.

10) For the remaining plots final N.O.C. will be issued after the completion of development of roads.

This carries the embessed seal of this village panchayat of Arpora-Nagoa.

Becretary V. P. Arpora-Nagos





Government of Goa

Document Registration Summary 2

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

Print Date & Time: - 13-Sep-2022 11:20:39 am

Document Serial Number :- 2022-BRZ-4036

Presented at 11:15:33 am on 13-Sep-2022 in the office of the Office of the Civil Registrar-cum-Sub

Registrar, Bardez along with fees paid as follows

Sr.No	Description	•	Rs.Ps
1	Stamp Duty		669600
2	Registration Fee		446400
3 %	Mutation Fees		1000
4	Processing Fee		1220
		Total	1118220

Stamp Duty Required :669600/-

Stamp Duty Paid: 669900/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1 SOISTRA	Nikhii Vasant Naik ,Father Name:Vasant A Naik,Age: 33, Marital Status: ,Gender:Male,Occupation: Service, Address1 - H.No. 37, Aroba, Dhargal, Pernem Goa, Address2 - , PAN No.:			Divid

	SZNO	Party Name and Address	Photo	Thumb	Signature
A	1	Nikhil Vasant Naik , Father Name:Vasant A Naik, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, H.No. 37, Aroba, Dhargal, Pernem Goa, PAN No.: , as Power Of Attorney Holder for Aakash Nanda Naik Khaunte As Director Of Ms Alcon Constructions Goa Pvt Ltd			Dimid
	2	Dakshata N Chimulkar, Father Name: Jairam Sadashiv Naik Counto, Age: 40, Marital Status: ,Gender: Female, Occupation: Service, Flat No. A-4, Ganesh Prasad Bldg. Altinho, Panaji, Goa, PAN No.: Power Of Attorney Holder for Nanda Sadassiva Naique Counto As Director Of Ms Alcon Hotels Goa Private Limited		沙	We hid with at

Witness:

Me individually/Collectively recognize the Purchaser, Vendor, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Santosh U Naik,Age: 40,DOB: ,Mobile: ,Email: ,Occupation:Service , Marital status : Married , Address:403504, H. No. 44 Haturlim Mayem Bicholim Goa , H. No. 44 Haturlim Mayem Bicholim Goa , Maem, Bicholim, NorthGoa, Goa			Jeul -
2	Name: Sunil J Govenkar, Age: 53, DOB: , Mobile , Email: , Occupation: Service , Marital status : Married , Address: 403114, H. No. 473/A Titawaddo Nerul Bardez Goa, H. No. 473/A Titawaddo Nerul Bardez Goa, Nerul, Bardez, North Goa, Goa			Shar

Sub Registrar

SUB-REGISTRA

BARDEZ

Document Serial Number :- 2022-BRZ-4036



Document Serial No:-2022-BRZ-4036

Book :- I Document

Registration Number :- BRZ-1-3924-2022

Date: 13-Sep-2022

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

SUB-REGISTRAR BARDET -

Scanned by chaitali Pednetar, DEO Jednetary

