(Rupees Ten lakhs Only)

₹ 1000000/-

For CITIZENCREDIT™
CO-OP. BANK LTD.

Authorised Signatory

Name of Purchaser: M/s Nature Connect

2022 - BR2 - 681

16/2/2022

AGREEMENT FOR SALE

(Rupees Ten lakhs Only)

Phone No. 7977932361
Sold To/Issued To
M/s Nature Connect
For Type/ID Proof
Panvel

INDIA NON JUDICIAL

₹ 1000000/-

For CITIZENCREDIT
CO-OP. BANK LTD.

Authorised Signatory

Name of Purchaser: M/s Nature Connect

AGREEMENT FOR SALE

Rupees Eight lakhs twenty one thousand five hundred Only

₹ 0821500/-

For CITIZENCREDIT™
CO-OP. BANK LTD.

Authorised Signatory

Name of Purchaser: M/s Nature Connect

AGREEMENT FOR SALE

This Agreement is made on this 16th day of February 2022 at Mapusa, Bardez - Goa.

BETWEEN

1. MR. OSCAR ORLANDO DO ROSARIO ATHAIDE, ALIAS OSCAR ATAIDE, s/o late Shri. Feliciano Camilio Xaier Lais Expectacao de Athaide, aged about 84 years, r/o House No. 52, Paitona, Salvador Do Mundo, Bardez Goa, Indian National, having Aadhar Card No. [redacted] Pan Card No. [redacted], along with/together with **2. MRS. AQUILA IRIA DE SOUSA E ATHAIDE**, w/o Shri. Oscar Orlando Do Rosario Athaide, aged about 75 years, r/o House No. 52, Paitona, Salvador Do Mundo, Bardez, Goa, Indian National, having Aadhar Card No. [redacted], Pan Card No. [redacted],(hereinafter shall be jointly, severally and collectively referred to as the "Sellers/First Party", which expression, unless repugnant to the context or meaning thereof, shall always admit, include and mean themselves, their legal heir[s], successor[s], nominee[ies], attorney[s], legatee[s], probate[s], administrator[s], executor[s], representative[s], all persons claiming through them and permitted assigns, being the party of the First Part.

AND

M/S NATURE CONNECT, a partnership firm, having PAN Card Number [redacted] duly registered, having its registered office at 2D-103, Viva, Kadamba Plateau, Old Goa Bypass Highway, Panelim, Tiswadi, North Goa-403402 through its Partners **(1) Mr. Rajesh Kumar**, son of Suresh Narayan Sinha, 44 years of age, having PAN Card Number [redacted] and AADHAAR Card Number [redacted] Indian National, Resident of 2D-103, Viva, Kadamba Plateau, Old Goa Bypass Highway, Panelim, Tiswadi, North Goa-403402 and **(2) Mrs. Divya Mahato** aged 41 years, wife of Amit Kumar Mahato, having PAN Card Number [redacted] and AADHAAR Card Number [redacted], Indian National, residing at Apartment No. E-102, C, CHOWGULE MEADOWS, Paithona in Salvador do Mundo, Taluka of Bardez, Goa-403101, hereinafter shall be referred to as the "Purchaser/Second Party", which expression, unless repugnant to the context or meaning thereof, shall always admit, include and its successors in

interest, liquidators, nominee[ies], attorney[s], executor[s], representative[s], all persons/entities claiming through it and permitted assigns, being the party of the Second Part.

WHEREAS the Seller no.1 namely **MR. OSCAR ORLANDO DO ROSARIO ATHAIDE, ALIAS OSCAR ATAIDE,** and Seller no.2 namely **MRS. AQUILA IRIA DE SOUSA E ATHAIDE** is represented herein by their son and duly constituted Power of Attorney Holder **MR. NOEL FELIX ATHAIDE,** 48 years of age, Indian National, holding Pan card no. [redacted] and Aadhar card no. [redacted], resident of House No. 52, Paitona, Salvador Do Mundo, Bardez, Goa vide an Instrument of Power of Attorney dated 30/05/2015, bearing registration no.19192/2015 before Notary Edwin A. de Monte Furtado, Panaji Goa.

WHEREAS:-

A. There exists ALL THAT Property Known as "GANTI", Commonly known as "SORVO" admeasuring an area of 12,225 square meters, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, taluka and registration Sub district of Bardez, North Goa, District, State of Goa, Surveyed under Survey no. 155, Sub division no. 5 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka revenue office under matriz predial no. 361. The said Property is hilly landed property and is hereinafter shall be referred to as the "Said Property" and is more fully described hereunder in Schedule –I).

B. The Said Property originally belonged to Fleciano de Ataide, widower having allotted the same to him, in inventory proceedings filed in the year 1920 in the Court of Civil Judge Judicial Division of Ilhas initiated on demise of Maria Isabella A Rodrigues. The said Shri. Fleiciano de Ataide also

known as Feliciano Camilo Xavier Luis Expectacao d' Ataide was married in his first nuptial to Lucia Genoveva Fonceca alias Lucia Genoveva Fonseca e Ataide alias Lucia da Fonseca who died on 4/10/ 1918 and was survived by their only daughter Alice Alegrina Ataide e Pais and in his second nuptial he was married to Smt. Ofelia Mendoca e Ataide who died on 13/5/1973 being survived by the following children (i) Shri Oscar Orlando do Rosario Athaide alias Oscar Ataide (ii) Elsa Geneveva Isabela do Rosario Athaide and (iii) Inocencio Fermino Benedito do Rosario Athaide alias Inocencio De Rosario Athaide.

C. The said Fleiciano de Ataide also known as Feliciano Camilo Xavier Luis Expectacao d' Athaide expired on 2/11/1947 and upon his demise his widow Smt. Ofelia Mendoca e Athaide initiated Inventory proceedings in the Court of Civil Judge Judicial Division of Ilhas on 22/12/ 1947 whereby the said the said property were listed at item no. 3 and the same was auctioned and allotted to Shri Inocencio Fermiano Benedito do Rosario Athaide alias Inocencio De Rosario Athaide and the same were concluded in the year 1950.

D. That Inocencio Fermiano Banedito do Rosario Athaide alias Inocencio De Rosario Athaide expired on 05-11-2003 and upon the demise of said Inocencio Fermiano Benedito do Rosario Athaide alias Inocencio De Rosario Athaide and others Inventory proceedings under no. 564/2017/A were initiated in the Court of Civil Judge Senior Division at Mapusa Bardez by Shri. Oscar Athaide, whereby the said property comprising of two plots was listed at item no. 3 and 5 respectively and the same were allotted to the surviving legal heir the said Shri. Oscar Orlando do Rozario Athaide alias Oscar Athiade alias Oscar Athaide and the same is confirmed by order, judgment and decree dated 31-1-2019 passed by the Court of Judge senior Division at Mapusa Bardez.

E. In this manner the Sellers Shri Oscar Orlando do Rosario Athaide alias Oscar Ataide with his wife Smt. Aquila Athaide have become absolute in possession of the said property.

F. The names of the Sellers/First Parties are the recorded as owners of the Said entire Property as per Form III and Form 1 and 14 of the of Goa Daman and Diu Land Revenue Code.

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

H. That the Sellers are the sole and absolute owners in possession of the Said Property.

I. That the Said Property is free and discharged from any claims, encumbrances, charges, litigation, mortgage, lien, dispute, restrictions, acquisition, requisitions, tenancy claims, mundkar claim etc.

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

K. That the sellers have not created any third party right, title, interest in the Said property.

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

M. That he has not done or omitted or willingly suffered and been a party to any act, deed or thing whereby the Seller is prevented from selling the Said Property in the manner aforesaid.

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

O. The Sellers /First Parties are married to each other, and under the law of communion of assets in Goa, became the joint and absolute OWNERS of the Said properties, and the First Party have full right, authority, to deal with and dispose off the Said Property and no one else other than the First Party have got any right, title, interest, claim, or concern of any nature with the Said Properties or any part.

P. That the SELLERS/FIRST PARTIES being interested in offering the SAID PROPERTY for development and sale to the PURCHASER/SECOND PARTY has made the following representations:

Q. The SELLER/FIRST PARTIES has become the absolute Owner of the SAID PROPERTY in the aforementioned manner and that the title of the SELLERS/FIRST PARTIES to the SAID PROPERTY is good, clear, marketable, valid and subsisting and that no one else has any right, title, claim or share therein and that the SELLERS/FIRST PARTIES has not entered into any agreement for sale, transfer or development of the SAID PROPERTY with anyone else and nor is the SAID PROPERTY subject matter of any will or gift, memorandum of understanding (oral or written) or any other writing by whatever name called, creating any third party right in favour of any third party.

R. There is no impediment to enter into this agreement and to sell the said property for consideration as agreed upon under any law or contract nor is the SAID PROPERTY a land in which there is any statutory prohibition on sale/development/conveyance, and the SAID PROPERTY is not subject to any acquisition proceedings or encumbrance of any kind and the SAID PROPERTY described in schedule-I has not been mortgaged or offered as a collateral for securing any loan or for obtaining any advance whatsoever from ,any individual, Bank or Financial Institution and it is not subject to any statutory or any other charge for payment of income tax, gift tax.

S. The SELLERS/FIRST PARTIES is in actual physical and vacant possession of the SAID PROPERTY and that the SELLER/FIRST PARTY has not parted with the possession in any manner including and not limited to by any agreement of tenancy or lease. The FIRST PARTY has also not ceded any right of way or any other restriction or easement by whatever name called on the SAID PROPERTIES.

T. The SELLERS/FIRST PARTIES has paid all the property taxes and all other levies by whatever name called, till this date.

U. The parties expressly agree that the possession of the said property described in schedule-I, shall be exclusively with the Seller/first party during the pendency of this agreement.

V. Out of the Said Property, more fully described in schedule I admeasuring 12.225 (Twelve Thousand Two Hundred and Twenty Five) sq. mtrs, an area admeasuring approximately 8488 (Eight Thousand Four Hundred and Eighty Eight) Square meters presently falls under the Settlement zone and the rest 3737 (Three Thousand Seven Hundred and Thirty Seven) Square meters of the area is in the Natural Cover Zone, of

Survey Number 155/5 is in the Natural Cover Zone, the parties expressly agree that and said property described in schedule-I A is the subject matter of the present Agreement.

W. On the basis of the above representations, the SECOND PARTY has offered to the FIRST PARTY to develop the SAID PROPERTY, more fully described in schedule-I herein below by constructing thereon residential Complex (hereinafter referred to as the "SAID PROJECT") comprising of Villas, in the said property more fully described in schedule I under a Joint development agreement on the following terms and conditions :

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO AS UNDER:

I) That in view of above agreement and understanding arrived herein and in consideration of payment of total consideration of Rs.3,50,00,000/- (Rupees three crores fifty lakhs only) payable by the Purchasers to the Vendors partly in cash and partly in kind in the manner explained as the entitlement of the first party, as written herein below, they the Vendors do hereby agree to sell, transfer and convey the said property as described in the Schedule-I written below in favour of the Purchaser or their nominees, prospective purchasers subject to the terms and conditions of this agreement and provided all the consideration is fully paid up to the vendors by the Purchasers as per the Schedule of payment described in Schedule-III written below.

II) Entitlement of first Party : 1). The total Consideration of Rs. 1,00,00,000/- (Rupees One Crore Only) shall be paid by the second party to the first party in the following manner :Rs. 25 lakhs (Rupees Twenty Five Lakhs Only) lacs are already paid to the first party and they acknowledge the

receipt of the same and the balance amount of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) to be paid by the second party to the first party, of which the second party has issued 2 (Two) additional cheques, (a) for Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) vide cheque no.000001 drawn on HDFC Bank, Patto branch, Panaji, Goa, in favour of Mr. Noel Athaide on the signing of the present agreement , (b) for Rs.40,00,000/- (Rupees Forty Lakhs Only) vide cheque no.000002 drawn on HDFC Bank, Patto branch, Panaji, Goa, in the name of Mrs. Aquila Athaide which shall be encashed by the first party, within 15 (Fifteen) days on the second party obtaining the conversion sanad with respect to the said property more fully described in schedule I. The parties agree that the said amount of Rs. 1,00,00,000/- (Rupees One Crore Only) received by the First Party under this agreement shall be adjusted/ refunded, interest free at the completion of the project (which shall be signified after the Occupancy Certificate is obtained with respect to the villa of the entitlement of the First Party) whereby the Second Party shall be entitled to sell 1 (One) villa of the entitlement of the First Party, at the cost and efforts of the Second Party and in the event that the Sale consideration for the said villa is more than Rs. 1,00,00,000/- (Rupees One Crore Only) then the balance shall be paid to the First Party forthwith on the happening of such an eventuality.

2). Balance consideration of Rs. 2,50,00,000/- (rupees two crores fifty lakhs only) shall be adjusted by constructing 6 (six) Villas as per specification given in schedule-II written above which six Villas shall have built up area of not less than 1442.6 sq. mts. and each Villas plot area shall not be less than 250 sq.mts. , which villas shall be constructed and completed and handed over strictly within 42 months from execution of this agreement and/or by another Twelve (12) months grace period. It is further agreed upon that the said 6 (Six) Villas identified as per the attached Master Plan in red colour (hereinafter referred to as "said premises") along with the proportionate

undivided right to the land on which the said villas are situated and the specifications of the Said Villas shall be as stated in schedule II of this agreement and the area of each of the Said Villas shall be confirmed on obtaining the final construction plan dully approved by the concerned Authorities, but the total area of the said 6 (Six) Villas shall not be below 1442.6 Sq. Mtrs., then both parties shall execute an addendum wherein they will specify the area of the Villas to the entitlement of the first party and this Addendum shall be deemed to form an integral part of this agreement and also depicted in the master plan of development (which master plan shall be in conformity with the approved plans from the concerned Authorites).

3). Sale deed of the said property alongwith the undivided right in the respective developed area (except 6 Villas of the first party, as aforesaid) shall be conveyed in favour of the Purchaser and/or in favour of their prospective purchasers after handing over of the possession of the Six Villas to the first party, complete in all respects with water, electricity and occupancy certificate, thereafter at any time as and when called upon by the purchaser.

II A). The Sale Deed shall be executed and registered by the Sellers in favour of the Purchaser and or their nominees, which Sale deed shall be executed simultaneously upon handing over of the balance consideration as detailed in the Schedule of payment.

III) The parties have further agreed upon and declared in the following manner;

1. RECITALS

The Parties do hereby jointly and severally declare and confirm that whatever is recited hereinabove in respect of the SAID PROPERTY shall be

treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim. The PURCHASER/SECOND PARTY has agreed to enter into this Agreement and carry out its obligations under this Agreement relying upon and believing the statements, representations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate, and based on the said representations of the SELLERS/FIRST PARTIES that the SELLERS/FIRST PARTIES is holding clear and marketable title of the SAID PROPERTY and of the development rights thereof; and is legally entitled to transfer rights.

2) THE AGREEMENT:

A. The PURCHASER/SECOND PARTY and the SELLERS/FIRST PARTIES do hereby form and constitute this agreement for the SAID PROJECT.

B. All the terms and conditions of this agreement and the clauses detailed herein below constitute and form part of the understanding by and between the parties towards the payment of the balance consideration in strictly as per the schedule of payment.

3. CHANGE IN FAR/FSI AND CHANGE IN FOREST LINE.

I). The parties agree that in the event that the Government Authorities fixing the forest line with respect to the said property, described in schedule-I fix the line within the said property, described in schedule-I and on the same being notified in the Official Gazette of the Government of Goa, then the villa allotment between the first and second party in the said project shall vary, then of the remaining area shall also be divided between the first and the second party in the ratio of 75:25 (Seventy Five: Twenty Five) wherein the first party shall be entitled to 25% of the Villas to be

constructed in the said area falling outside the area zoned as natural cover of the property described in schedule I-A and the second party shall be entitled to the 75% of the Villas to be constructed in said area falling outside the area zoned natural cover.

II). Out of the Said entire Property, more fully described in schedule I admeasuring 12,225 (Twelve Thousand Two Hundred and Twenty Five) sq. mtrs . an area admeasuring approximately 8488 (Eight Thousand Four Hundred and Eighty Eight) Square meters presently falls under the Settlement zone and the rest 3737 (Three Thousand Seven Hundred and Thirty Seven) Square meters of the area is in the Natural Cover Zone, of Survey Number 155/5 is in the Natural Cover Zone, the parties expressly agree that entire area of the property described in schedule I, is the subject matter of the present development and the said project shall be constructed only in the said settlement area admeasuring 8488 (Eight Thousand Four Hundred and Eighty Eight) Square meters, which area is morefully described in schedule IA, situated within the property described in schedule I herein below as per attached Master Plan of the said Development.

4) THE OBLIGATION OF THE SELLERS AND THE PURCHASER:

A. That the SECOND PARTY shall be to invest in terms of this Agreement and other resources as the SECOND PARTY may deem necessary for, and to undertake and complete the development of the said property at their own end without seeking any contribution from the first party.

B. After execution of this Agreement, the SECOND PARTY shall invest any amounts as may be required towards development cost, including obtain all

licenses, approvals, electricity and water connection and all else require for the said project, at their exclusive cost and make all payments towards the development of the said property until it's completion.

5) RIGHTS OF PARTIES IN RESPECT THEREOF:

5.1. In consideration of the respective promises, obligations and contributions as aforesaid:

a. The FIRST PARTY shall be entitled to total consideration as agreed herein including cash and in kind as agreed upon and as defined in the Schedule of payment. Written below.

A. The First Party shall remain in possession of the said property described in schedule I during the pendency of this Agreement and till the Second Party has handed over the 6 (Six) Villas which has a collective built up area of 1442.6 sq. mts. of the first party complete in all respects alongwith, electricity, water and a valid occupancy certificate.

B. The units to be given to the FIRST PARTY, (SAID PREMISES) and the balance units belonging to the SECOND PARTY (Developer unit) which premises shall be identified mutually after approval of the plans, which shall not be different from the said master plan annexed to this agreement.

C. The area of the units shall include the incidence of staircase, common passages, elevators, terrace, landings and other common areas as applicable to other units in the SAID PROJECT.

D. The second party expressly agrees that besides the 6 (Six) Villas of the entitlement of the first party, any additional structures constructed in the property described in schedule I shall be only villas and other amenities, including but not restricted to, such as club house and swimming pool and

the second party shall not in any manner construct multi-storey dwelling units of whatsoever nature and by whatsoever name called in the said property described in schedule I.

6) CONDITION PRECEDENT

The SECOND PARTY shall do the following within 180 days from the date of execution of this AGREEMENT:

Obtain conversion sanad in respect of the SAID PROPERTY. The parties expressly agree that the time for completion of the said project shall be completed within 42 (Forty Two) months from the execution of this agreement and this period shall include the period to obtain conversion sanad, all licenses and permissions for development of the said project as stated in this agreement. The parties agree that this period of 42 (Forty Two) months for completion of the said project can be mutually extended depending upon ground conditions but this extension has to be in writing, duly signed by both parties and this shall also be deemed to form part of this agreement, once duly signed by both parties.

7) ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE FIRST PARTY

The FIRST PARTY shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the FIRST PARTY (unless expressly specified otherwise)

a. Title:

i. The FIRST PARTY shall at all times during the tenure of this Agreement and thereafter for the benefit of the Villa Purchasers, maintain the FIRST PARTY's title to the SAID PROPERTIES (subject only to the rights and entitlements of the SECOND PARTY as are set out herein)

unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.

ii. The first party undertakes not to enter into any agreement, or encumber the said property during the pendency of this agreement

iii. The second party has checked the title of the First Party and is satisfied with respect to the same, that the said property is clear and marketable and these Second Party shall not raise any dispute in this regard thereafter. In the event the prospective purchasers of the Second Parties demands any other document than the seller shall provide the same at the request of the buyer as long as it relates to the title of the First Party and is available with the First Party.

b. The FIRST PARTY shall fully co-operate with the SECOND PARTY, at the cost of the SECOND PARTY, in discharge of the obligations of the SECOND PARTY to develop the SAID PROPERTIES as provided herein and on terms and conditions appearing herein.

c. The FIRST PARTY shall be liable to convey the undivided rights corresponding to the Villas to be developed by the Second Party over and above the 6 (Six) Villas of the entitlement of the First Party, in the property described in the schedule I-A in favour of the SECOND PARTY or their nominees/assigns or prospective purchasers, only after the entire entitlement of the first party under this agreement has been handed over to the first party complete in all respects along with electricity and water connection and after receipt of the occupancy Certificate in respect of the SAID PROPERTIES. Provided that all costs and expenses incidental thereto shall be borne and paid by the SECOND PARTY. The parties expressly agree that this clause shall come into force only after the entire entitlement of the

First Party is handed over to the First party complete in all respects along with electricity, water connection and a valid occupancy certificate.

8) ROLES AND RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE SECOND PARTY

The SECOND PARTY shall be liable and obliged to discharge the following independent and mutually exclusive obligations and covenants at the cost of the SECOND PARTY (unless expressly specified otherwise)

a. The SECOND PARTY shall obtain all necessary sanctions and approvals from all the concerned Authorities for construction of the said PROJECT in the SAID PROPERTIES. The Second party hereby agree to obtain the said approvals referred to in this Agreement within a period of 180 (One Hundred and Eighty) days from the execution of this Agreement and shall intimate to the First Party about the said approvals in respect of the SAID PROPERTY. The parties expressly agree that the time for completion of the Said Villas shall be 42 (Forty Two) months from the execution of this agreement and this period shall include the period to obtain conversion sanad, all licenses and permissions for development of the said project as stated in this agreement.

b. The SECOND PARTY shall at its exclusive cost, obtain the completion and Occupancy Certificate from the concerned authorities on completion of the Development.

c. Payment of all refundable and non refundable deposits payable to any authority whatsoever for the purpose of obtaining any approval and development of the SAID PROPERTIES shall be borne and paid by the SECOND PARTY. The SECOND PARTY alone shall be entitled to receive the refund if any of the said deposits.

d. All cost pertaining to obtaining the approvals, completion or occupation certificate upon completion of the construction by the SECOND PARTY as per the approved plans shall be borne exclusively by the SECOND PARTY.

e. The SECOND PARTY shall be responsible for planning and designing of the said Complex and the premises therein. Notwithstanding a power of attorney which may be executed by the FIRST PARTY in favour of the SECOND PARTY, only to carry out the development work, as is set out herein, the FIRST PARTY shall, whenever called upon by the SECOND PARTY, duly sign all applications, declarations, affidavits and any other writing by whatever name called, which may be necessary for the purpose of obtaining all approvals, etc.

f. The SECOND PARTY shall be entitled to modify the plan already submitted to/approved by the concerned authorities, or submit fresh plans from time to time as may be decided by the SECOND PARTY without materially affecting the benefits accruing to the first party and the Project and the Parties herein.

g. The SECOND PARTY shall develop the SAID PROPERTY, described in Schedule I, inter alia by full exploitation of the Development Potential thereof, strictly as per the plans sanctioned and approved by the competent authority and in compliance with all applicable local laws/rules and regulations of the said authority;

h. The SECOND PARTY shall be after handing over possession of the entitlement of the first party, namely the said 6[six] villas or additional villas of the First Party in the area falling under 'forest cover', shall be at liberty to develop the SAID PROPERTY either by self or by entrusting the work or any part thereof to any contractor. However, the SECOND PARTY shall be solely

responsible for its obligations to the first party under this agreement despite having engaged any third party for the due performance of its contractors and appointees. The SECOND PARTY shall appoint architects, RCC consultant, landscaping consultants and all other professionals of necessary experience and expertise.

(a). In the event that in future before the registration of the sale deed , the FAR is increased / or purchase of the same is possible with suitable permission/sanction from the Town & Country Planning Authority/ Statutory Authority to construct additional built area in the said complex or on the SAID PROPERTIES ("Additional FAR"), the benefit of the said additional built area shall accrue to the FIRST PARTY in the same proportion as is provided herein in respect of the present agreement, wherein the first party shall be equally entitled to the said additional FAR.

(b). The SECOND PARTY shall register the said project with RERA Authorities and shall be the sole promoter for the said project. The SECOND PARTY shall be solely responsible to comply with all the requirements of RERA.

9] TAXES

i. All rates, taxes, charges, assessments, duties, land revenue and other outgoings in respect of the entire property up to the date of execution of this Agreement have been paid by the FIRST PARTY. In the event that such charges have not been paid by the FIRST PARTY, the FIRST PARTY undertakes to pay the same immediately. Further the FIRST PARTY represents and warrants that they will be responsible and liable for the payment of all arrears or outstanding rates, taxes, charges, assessments, duties, arrears and outgoings in respect of the entire property for the period

upto the date of execution of this Agreement. All rates, taxes, charges, assessments, duties, land revenue and other outgoings relating to the area occupied by the developmental property after the date of the execution of the Agreement shall be borne by the SECOND Party.

ii. The GST shall be borne by the respective parties as applicable by competent tax authority.

iii. The FIRST PARTY is deemed to make payment towards application GST, service tax, capital gains to the concerned Authorities, on the sale any villa of their entitlement within 30 (Thirty) days of the same, becoming due.

10 VARIATIONS IN PLANS.

i. The SECOND PARTY shall carry out such variations and alterations in the SAID PROJECT, building plans or in the layout of the Villas including relocating the open space/all structures/ buildings/ garden spaces and /or varying the location of the access of the SAID PROJECT, if required by any authority and this shall not affect the entitlement of the first party under this agreement, as the exigencies of the situation and the circumstances of the case may require.

ii. The SECOND PARTY is entitled to revise the specifications relating to the exterior of the SAID PROJECT and/or all common structures, areas, amenities in and around SAID PROJECT, except the entitlement of the second party and the entitlement of the second party shall be as stated herein above.

11. COMPLETION OF BALANCE CONSIDERATION

1. The parties expressly agree that the time for completion of the said Villas by the Second Party shall be 42 (Forty Two) months from the execution of this agreement and this period shall include the period to obtain conversion sanad, all licenses and permissions for development and construction of the said project as stated in this agreement with a grace period of 12 (Twelve) months, which shall not be further extended.

2. In the event, after commencement of construction, the SECOND PARTY is not in position to comply with the construction schedule and violates the same, the FIRST PARTY shall issue a notice to the SECOND PARTY calling upon the SECOND PARTY to remedy the breach within a period of 60 (Sixty) days and in the event that the SECOND PARTY fails to remedy the breach, FIRST PARTY is entitled to forfeit/retain the deposit of Rs. 1,00,00,000/- (Rupees One Crore Only) and shall complete the project by itself or through a third party and shall be entitled of the DEVELOPER PREMISES and the parties shall appoint a mutually agreed architect who shall value the completed portion of the said project by the second party and upon completion of the said project and sale of the entire project. The FIRST PARTY, shall effect payment to the SECOND PARTY of all monies payable to the SECOND PARTY on the basis of valuation carried out by the valuer of the works done by the SECOND PARTY which valued amount shall be paid after deduction of the aforesaid forfeiture amount.

3. In respect of the delivery of possession of the SAID PREMISES by the SECOND PARTY to the FIRST PARTY:

The same shall be done only after the SECOND PARTY has obtained an occupancy certificate from the concerned Authority in respect of the unit(s) to be handed over to the first party and in the event that the second party does not obtain the occupancy certificate within the said period of 54 (Fifty

Four) months, from the execution of this agreement, then they shall be liable for compensation amounting to Rs.2,000/- (Rupees Two Thousand) per day of delay, till the occupancy certificate is obtained and an additional amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) as liquidate damages and the same shall be payable forthwith, without the filing of any legal proceedings or without any further notice to the second party by the first party.

The SECOND PARTY shall inform the FIRST PARTY in writing, by Registered A.D. Post calling upon the FIRST PARTY to take possession of the SAID PREMISES in respect thereof within 45 days from the date of receipt of the said letter, provided that the specifications as stated in schedule II are complied along with the area specifications of the entitlement of the First Party.

The parties expressly agree that non-completion and non-adherence of the said specification in schedule II with respect to the Said Villas of the First Party and area specifications, the Second Party shall be liable for compensation amounting to Rs.2,000/- (Rupees Two Thousand) per day of delay, till the specifications are rectified and made in conformity with schedule II and the Second Party shall be forthwith liable to pay an additional amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) as liquidated damages and the same shall be payable forthwith, without the filing of any legal proceedings or without any further notice to the second party by the First Party and the completion of the said villas shall be certified by a mutually agreed architect.

The SECOND PARTY shall not incur any liability if the SECOND PARTY is unable to deliver possession of the SAID PREMISES or delays in making payment as aforesaid within the time stipulated above if the construction or completion thereof or the payment is delayed by reasons of non availability

of material or by reason of war, civil commotion or any act of God or if the non delivery of possession is due to or is a result of any Act, Rule, Regulation, Notice, Order, Notification or Circular of the Government of Goa or the Central Government and/or any competent authority or other reasons beyond the control of the SECOND PARTY and in any of the aforesaid events, the SECOND PARTY shall be entitled to a reasonable extension of time for handing over/delivery of the possession of the SAID PREMISES or making the payment.

With effect from execution of this Agreement, in respect of their respective premises/ units in the SAID PROJECT, including their respective proportionate undivided rights to the SAID PROPERTIES, each party shall be free to deal with and dispose of their respective unit(s) in the SAID PROJECT, including entering into memorandum(s) of understanding, agreement(s) with any person, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of any or all of their premise(s)/ unit(s) in the SAID PROEJCT with the corresponding undivided rights in the SAID PROPERTIES and receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard, subject to:

i. Each party shall join as a confirming party to the Memorandum(s) of Understanding: Agreement(s) etc. executed by the other party with the prospective purchaser/lessee and do all that is necessary in this regard.

ii. The parties expressly agree that they shall not be entitled to execute sale deeds or hand over possession of their units to any third party, with respect to the sale of their respective allotments unless the entire entitlement of the first party is handed over to them complete in all respects including obtaining electricity and water connection and the occupancy

certificate for the same and in compliance to the area and other specifications as stated in schedule II herein below. however the purchaser shall be free to enter into further agreement with the prospective purchasers or take token from the prospective purchasers.

The title and interest of the SECOND PARTY and the FIRST PARTY to the undivided proportionate share in the SAID PROPERTIES of the SAID PROPERTIES shall be joint and impartible and the parties shall not be entitled for demarcation or partition of their right in or to the land of the SAID PROPERTY.

All monies or other benefits received by the FIRST PARTY from their SAID PREMISES shall be exclusively for, and be retained by, the FIRST PARTY themselves and similarly all monies or other benefits received by the SECOND PARTY from their premises/ unit(s) in the SAID PROJECT shall be exclusively for, and be retained by, the SECOND PARTY for itself.

The FIRST PARTY from the date of delivery of possession shall not do or suffer to be done anything to the external look of the SAID PREMISES, or any party thereof, and shall not change or alter the externals of the SAID PREMISES or the building or any part thereof. The FIRST PARTY shall be bound to maintain the externals of the SAID PREMISES in uniformity with the other unit(s) of the SAID PROJECT as regards the colour, wood work, grills etc, unless otherwise permitted in writing by the SECOND PARTY. No personal sign boards shall be erected on the façade of the building except the project name, provided that the entitlement of the secod party shall be as per the specification in schedule II with respect to the said villas of the first party and shall comply with area specifications as stated in schedule II of this agreement. The first party can name the villas of their entitlement, with a name of their choosing.

The FIRST PARTY hereby covenants that they shall not do anything which has the effect of causing disturbance or interference with the common areas in the project and shall ensure that no chaining of animals, birds, etc. or storage of cycles, motorcycles shall be undertaken in the common areas. The FIRST PARTY shall not indulge in any acts which shall cause any blockage in any manner to the common areas.

After allotment of units in terms of this Agreement, In respect of their respective premises/units in the SAID PROJECT, the SECOND PARTY and FIRST PARTY shall execute the necessary documents/instruments of allotment of units including transfer of corresponding undivided rights in the SAID PROPERTIES by the FIRST PARTY in favour ofthe SECOND PARTY, provided that this clause shall be applicable only after the entire entitlement of the First party is handed over to them complete in all respects along with an occupancy certificate .

Upon completion of the project the SECOND PARTY and FIRST PARTY shall execute necessary documents/instruments for sale of units in favour of respective Purchasers of the units alongwith proportionate undivided rights in the SAID PROPERTIES, provided that this clause shall be applicable only after the entire entitlement of the First party is handed over to them complete in all respects alongwith an occupancy certificate .

12. FORMATION OF ENTITY:

i. The SECOND PARTY shall in its discretion appoint a maintenance agency or form a co-operative maintenance society for maintaining the SAID PROPERTY in the SAID PROJECT.

ii. The First party and / or its transferees as well as the Second party and / or its transferees shall be liable to pay a certain amount on the monthly basis towards the maintenance of the villas and the common areas. This amount will be derived after the calculation of the total expense incurred to complete the maintenance job, on a no profit no loss basis.

iii. The FIRST PARTY and/or its transferees shall diligently make all the payments as and when demanded by the SECOND PARTY and/or its maintenance agency, provided that the same are uniform for all unit holders , depending upon the area of the said villa and subject to the aforesaid clause.

iv. When a decision in this matter is taken, the respective parties shall sign all form(s), application(s), deed(s), and other document(s) as may be required for the formation of the ENTITY.

13. INCREASE IN FAR

a. In the event, before the execution of the final sale deed(s), the FSI/FAR presently allowed to the SAID PROPERTY is increased or decreased or any other or further benefits/restrictions are granted/imposed by law or any authority in respect of the SAID PROPERTY, all such benefits/restrictions shall be shared by the SECOND PARTY and the FIRST PARTY equally.

14. TERMINATION:

i. In the event, the second party on the expiry of the said 54 (Fifty Four) months from the execution of this agreement, including that grace period of 12 (Twelve) months, is unable to complete the said construction schedule

and violates the same, with respect to the FIRST PARTY, then the FIRST PARTY shall issue a notice to the SECOND PARTY calling upon the SECOND PARTY to remedy the breach within a period of 60 (Sixty) days and In the event, after commencement of construction, the SECOND PARTY is not in position to comply with the construction schedule and violates the same, the FIRST PARTY shall issue a notice to the SECOND PARTY calling upon the SECOND PARTY to remedy the breach within a period of 60 (Sixty) days. If SECOND PARTY fails to remedy the breach, FIRST PARTY is entitled to retain the deposit of Rs.1,00,00,000/- (Rupees One Crore Only) and the first party shall complete the project by themselves or through a third party and shall be entitled to the DEVELOPER PREMISES and the parties shall appoint a mutually agreed architect who shall value the completed portion of the said project by the second party and upon completion of the said project and sale of the entire project. The FIRST PARTY, shall effect payment to the SECOND PARTY of all monies payable to the SECOND PARTY on the basis of valuation carried out by the valuer of the works done by the SECOND PARTY which valued amount shall be paid after deduction of the aforesaid deposit amount and in such an event the SECOND PARTY shall be deemed to have no right title and interest in the Said Property described in schedule I and all the Said Villas.

ii. Without prejudice to the other rights under this Agreement and notwithstanding anything contained herein, Incase if any defect is found in the title of the FIRST PARTY to the SAID PROPERTIES and/or in the present agreement and/or the FIRST PARTY is ever dispossessed from and/or prevented from undertaking the development of the SAID PROPERTIES, or any part thereof, then the FIRST PARTY agree and undertake at all times, to indemnify and keep indemnified the SECOND PARTY herein and his transferee/assigns against any loss, damage, cost, charges, expenses,

suffered by the SECOND PARTY on account of any defect in title of the FIRST PARTY.

iii. The FIRST PARTY does hereby declare and assure the SECOND PARTY that:

A. The FIRST PARTY have not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROPERTY, nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID PROPERTY in any manner whatsoever, to any person other than the SECOND PARTY.

B. The SAID PROPERTY or any part thereof is not a subject matter of any pending litigation.

C. The SAID PROPERTY or any part thereof is not a subject matter of acquisition under the Land Acquisition Act 1984, Requisition Act, Defence of India Act, as on the date of the execution of this document.

D. The SAID PROPERTIES or any part thereof was never a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal.

E. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID PROPERTY.

F. No easements or right of way run through or over the SAID PROPERTY.

G. No Order of any Court, Tribunal or Authority prohibits or impedes the beneficent use of the SAID PROPERTIES for construction or any other activity.

H. That the SAID PROPERTIES is fit for development and there is no disability or restriction on development of the SAID PROPERTIES or construction thereon, subject to the laws of the land.

15. MISCELLANEOUS

(a) The FIRST PARTY shall execute a limited Irrevocable Power of Attorney in favour of the SECOND PARTY, only for the purpose of development of the SAID PROPERTY and agree to sell off the developer premises, provided that no sale deed shall be executed by the Second Party with respect to their entitlement unless the entire entitlement of the First Party is handed over to them complete in all respects with permanent electricity, water connection and a valid occupancy certificate.

(b) The FIRST PARTY does hereby undertake that they shall at all times hereafter do, perform, execute or cause to be done, performed and executed all such acts, deeds and things whatsoever which may be necessary for further, better and more perfectly every part thereof for development of the SAID PROJECT or according to the intent and meaning of this Agreement or as reasonably required by the SECOND PARTY.

(c) Nothing contained in this Agreement shall be construed to be a partnership, joint venture between the parties nor shall anything contained in this Agreement be construed to create a relationship of a principal and agent between the parties.

(d) Limited power of attorney is being handed over to the second party in respect of the said property, described in schedule I herein below and the said power of attorney shall not be revoked at any point of time unless the

present agreement is cancelled with the written consent of both the parties or terminated as per the provisions in this agreement.

(e) The parties hereto are entitled to specific performance of the terms of this agreement. Time is the essence of this agreement.

(f) All letters, notices, communications to the SECOND PARTY and the FIRST PARTY, by or under this agreement or otherwise shall be addressed at the addresses aforesaid. Any change in the above address shall be notified by the concerned party to the other party, in writing. Until and unless the communication of such change in address is received by the other party the above address shall be deemed to the valid and existing address of the parties. Any letters, reminders, notices, documents, papers or communication etc. sent on the above address or the changed address (subject to the immediately above preceding clause) by REGISTERED AD or Under Certificate of Posting shall be deemed to have been lawfully served and received by the respective parties.

(g) Any dispute shall be subject to the jurisdiction of courts at Mapusa, Bardez Goa.

(h) Time is the essence of this agreement.

16. **Possession**: The parties expressly agree that the possession of the Said Property described in Schedule I shall be exclusively with the First Party during the pendency of this agreement. Therefore the possession of the said entire property described in Schedule I is not handed over to the Second Party at the time of execution of the present agreement. Further a limited power of attorney is being handed over to the Second Party to carry out the development said project in the Said Property.

B. **Liabilities**: All liabilities except defect in title, for construction of the said project and development of the Said Property shall be of the Second Party only including any injury to any labour or any other matter including but not restricted to the obtaining of licenses.

17. Stamp duty and registration charge: The parties expressly agree that the stamp duty and registration charge with respect to the present agreement shall be paid by the Second Part exclusively. That for the purpose of payment of stamp duty, the present agreement is valued at **Rs.9,72,88,000/- (Rupees Nine Crores Seventy Two Thousand Eighty Eight Thousand Only)** and for the purpose of payment of the Registration fees, the present agreement is valued at **Rs.8,72,88,000/-(Rupees Eight Crores Seventy Two Thousand Eighty Eight Thousand Only)** and appropriate Stamp duty and Registration fees are paid herewith.

18. The plan/s annexed to this agreement shall be deemed to be an integral part of the same.

19. The present property and the present transaction does not relate to person/s belonging to schedule castes or schedule tribes.

SCHEDULE-I

Property Known as "GANTI", Commonly known as "SORVO" admeasuring an area of 12,225 square meters, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and registration Sub District of Bardez, North Goa, District, State of Goa, Surveyed under Survey no. 155, Sub division no. 5 of Village Salvador Do Mundo, Taluka Bardez, Goa. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under matriz predial no. 361. The Said Property is hilly landed property and is bounded as under:-

On or towards the EAST: by Village Tarred Road.

On or towards the WEST: by the property bearing Survey no. 155/7 of Village Salvador Do Mundo.

On or towards the NORTH: by an undivided part of Survey No. 155/3 and by the Property bearing Survey No. 155/4 of Village Salvador Do Mundo

On or towards the SOUTH: by Public Road further surveyed under Survey no. 155/6

This property shall herein be referred to as the "Said property"

(morefully described hereunder in Schedule–I, plan attached)

SCHEDULE I-A

All that portion of 8488 sq. mts, which is zoned as settlement, in which the said project is to be constructed, which forms part of the property more fully described in schedule I.

SCHEDULE II

NATURE CONNECT

Civil works Specifications

A. Foundations:

Excavations will be carried out as per the instructions of the Structural Engineer. The foundation masonry between footings up to plinth level will be of around 300 thk. Load bearing laterite blocks set in cement mortar. Plinth beams only if required.

B. Plinth:

The plinth height will be as indicated in the drawings. The plinth will have around 100 thk. P.C.C. and (200 thk.) rubble soling below the footings/ foundations/ under floor which will be well compacted and consolidated. At the plinth level there will be a damp proof course (DPC) with bituminous felt to prevent water penetration.

C. Structure:

1. RCC frame structure which consists of concrete cast-on-site footings, columns, beams and slabs, sloping roof slab (slope as indicated).
2. The staircase will be of R.C.C with tread and risers as indicated in the drawings.
3. The R.C.C. will be well compacted and the shuttering will be in true line, level and plumb as described by the structural engineer.
4. Waterproofing with brickbat and waterproofing chemicals on roof slab, open terraces and sunken toilet slabs will be carried out.
5. Around 250mm drop will be provided for the toilets for piping.
6. Cornices to be cast as per the design.
7. Expansion joints only if required will be maintained.

D. Superstructure:

1. Exterior walls: The exterior walls consist of 230mm thick laterite blocks and rat trap masonry of 115mm thick first class clay brick masonry.
2. Interior walls: The interior / partition wall are of 230mm thk. laterite stone or 115mm thk. Non-load bearing bricks.

3. A patli / concrete band of 100 mm thk. will be introduced for 115 mm thk. walls at a ht. of every 1.00 mtr.

4. Lintels will be of concrete for all openings and as per the architectural drawings.

5. External plaster: Some external wall faces will have 18mm cement plaster in two coats; 12mm cement plaster and top layer 6mm cement plaster with finish as per architectural specifications. Other will have exposed finish of brick masonry

6. Internal plaster: Internal wall faces (including ceiling) will have 12mm cement plaster in single coat to concrete or masonry surfaces and finished with first quality gypsum/ exposed polished concrete slab finish.

E. Doors & Windows

A. Doors:

1. Internal door frames of bedrooms and bathrooms will be 2.5" x 4" except for main door and French doors which will be 2.5" x 6" Teak wood fitted into the wall with M.S. holdfasts. The door shutters and panels will be of Teak Wood and as per the design.

2. Finishes: All doors will be polished.

3. All hardware (hinges, latches, etc.) will be anodized and of approved make up to costing as given in finishing specifications.

4. Glass wherever used will be 4mm thick clear glass.

5. External Doors (Servants bedroom, servants bathroom, doors to verandahs, terrace larger openings for sit outs) will be of sliding type using anodized aluminum frames and a mosquito 35all may be incorporated as per Architects specification.

B. Windows:

1. All window will be of sliding/ openable type using anodized aluminum frames and a mosquito jali may be incorporated as per Architects specification.

F. Roof Finish:

Slopping roofing will consist of clay/ Mangalore tiles over concrete battens placed at 300mm c/c.

G. Floor Finish:

Flooring will be cleaned and prepared for tiling as per finishing specifications.

Railings

A. **Interior staircase railing:** Will be of M.S structure and wooden handrail as per design. The M.S. structure will be finished with 2 coats of oil-paint over primer and the hand-rail will be polished.

B. **Exterior railings:** will be of M.S as per design and finished with 2 coats of oil paint over primer.

Electrical Installations

1. The electrical installations/calculations of loads etc will be made by an electrical consultant.
2. 3-phase power supply through 4-core Aluminium underground cable.
3. All the wiring/cabling will be of concealed type, providing universal/uniplast 20mm/ 25mm PVC conduits.
4. All wiring of Finolex or equivalent make.
5. Provisions will be made for adequate number of switches, power points etc. of Le Grande/ MK India, and MDS distribution board. Number of items will be as per standard layout- extra points as per client approved electrical layout will be charged extra.
6. Provision will also be made for Telephone, TV/cable sockets/Data cables/AC ducting as per respective consultants. Number of items will be as

per standard layout. Extra items as per client approved electrical layout will be charged extra.

7. Invertor provision will be made.

8. Broadband provision will be made.

Plumbing & Drainage

1. Underground sump (R.C.C.) will be common to all villas and of adequate capacity. Grundforce make or equivalent and located at suitable location to avoid noise.

2. All plumbing/piping will be concealed and with CPVC. Piping will be made separately for hot and cold water supply. Water supply will be through gravity flow; however, backup generator/ invertor will be required and will be provided at extra cost.

3. Adequate arrangement will be made for proper drainage of rain water from terraces, balconies, internal courtyard and other open areas.

4. Water supply will be filtered.

Sewage

1. There will be a Septic tank and Soak pit arrangement for sewage treatment for each unit.

2. All external sewage lines will be of PVC/SWR pipes.

Amenities

1. Drainage system will be provided as required.

2. Any additional architectural feature apart from above mentioned would be charged for separately.

3. Common amenities will be provided power backup

4. 24 hours CCTV/ security will be provided.

5. 24 hour water supply will be provided

Note

1. The company reserves the right to amend any Specification with equivalent items if they cannot be obtained.
2. This information contained herein is subject to change and cannot form part of an offer or contract. While every reasonable care has been taken in producing this information the company cannot be held responsible for any inaccuracies.

NATURE CONNECT

Finishing Specifications

Internal Finish

1. Flooring

flooring will be with cement mortar (1:6) and thin layer of cement slurry. Where necessary the flooring will be machine polished. Adequate slopes should be maintained while laying the tiles. Tiles drops where indicated (balconies, terraces, toilets) should be kept. The tiles will be laid as per the tiling pattern desired by the Architect/developer

Room	Flooring	Skirting	Wall Tiles/ Dado
Living/Dining/ Passage	Natural stone upto Rs.100 sq. ft.	10 cm.	
Staircase	Natural stone upto Rs.100 sq. ft.	10 cm.	
Bedrooms	Natural	10 cm.	

	stone upto Rs. 100 sq. ft.	marble	
Toilets/ Bathroom	Vitrified Tiles upto Rs. 100 sq. ft.	10 cm.	Vitrified Tiles upto Rs. 100 sq. ft.
Kitchen	Vitrified Tiles upto Rs. 100 sq. ft.	Vitrified /kota Tiles	Vitrified Tiles upto Rs. 100 sq. ft.
Terrace/ Balconies/ Porch	Natural stone upto Rs. 100 sq. ft.		
Servants Quarters/ Utility	Nitco Ceramic Tiles upto Rs. 600 sq. mt.	Nitco Ceramic Tiles upto Rs. 600 sq. mt.	Nitco Ceramic Tiles upto Rs. 600 sq. mt.

Kitchen

2. Kitchen interiors including Cabinets, Counters, Hob, Refrigerator, micro oven, sink, water purifier, plumbing fittings up to Rs.3,00,000.00/- Chargeable extra depending on choice of appliances and finishes.

3. kitchen platform will have polished granite countertop and backsplash followed by a dado up to lintel level costing up to Rs.200/-sq.ft.

4. Length of platform as per design and given architectural drawings. 108 sq. ft. (53.8ftx 2ft). Refer architectural layout for details.

5. Chrome plumbing fittings of Jaquar or equivalent make limited to length of platform.

6. Provision for electrical installations will be made for all modern kitchen amenities.

7. Kitchen wall finish: Kitchen wall tiles/ dado above the kitchen counter will be provided above the kitchen counters between cabinets and window openings- not entire kitchen, up to 2.10 mts. height (top of upper storage cabinets).

Bathrooms

Bathrooms fittings will be as specified by Architect/Developer:

8. Chrome plated stainless steel fittings of Jaguar or equivalent make up to Rs.13794.00 per bathroom .

9. Contemporary white ceramic washbasins and WC of Hindware/ Jaquar or equivalent make (Basic rate of both Rs. 19012.40/- per bathroom).

10. shower head of Jaquar or equivalent make provided in Master bedroom only, within the above costing.

11. Staff bathroom to have Hindware white ceramic WC and basin with basic Jaguar fittings .

12. Bathroom wall finish:

There will be a dado/ wall tiles up to lintel level or asspecified by the Architect.

Paint Finish

13. Exterior wall finish: The exterior walls will be painted with 2/3 coats of APEX, Asian paints, to give an even shade where required. Exposed masonry is not to painted

14. Interior wall finish: The interior walls will be painted with 2 coats of luster finish of approved colour to give an even shade. Exposed masonry is not to painted.

15. finish: The Ceiling will be painted with 2 coats of luster finish or plastic finish of approved color to give an even shade.

16. **Electrical Fittings**

17. electrical (Switches and exhaust fans) will be of approved make as per Architect / Developer up to a cost of Rs. 2,40,000.00/-.

18. External lighting will be done up to a cost of Rs. 50,000/-.

19. Provision for AC (ducting) will be made

20. **Hardware Fittings**: Will be of Anodized aluminum and of approved make of all doors and windows ask for anodized hinges & latches.

External Finish

21. **Soft Landscape**: will be done as per landscape design.

22. **Swimming pool**: of area 15sq.m. and upto a depth of 4 ft with tiles of cost upto Rs. 700/-psqm, including 2 wall mounted pool lights and pool tiles of ITALIA or equivalent make

23. **Pool deck**: will be provided in slate up to a cost of Rs.20/-sqft.

24. All internal fencing within the development to be hedges

25. External boundary wall of the Villa to be of concrete balusters as per architects specifications.

26. Manually operated MS gate will be provided as per architects drawings - pedestrian gate of 1mt x 1.2mts.

27. **Parking Area**: The Parking area will be paved in the desired paving pattern.

28. Extra items as per costing will be chargeable extra.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses herein below mentioned.

Signed & Delivered by the Power of Attorney
Holder of the within Named Sellers.

MR. NOEL FELIX ATHAIDE duly constituted POA holder of (1)MR. OSCAR ORLANDO DO ROSARIO ATHAIDE, ALIAS OSCAR ATAIDE and (2) MRS. AQUILA IRIA DE SOUSA E ATHAIDE

LHFI	RHFI
1)	1)
2)	2)
3)	3)
4)	4)
5)	5)

Signed & Delivered by the within named
SECOND PARTY M/S NATURE CONNECT,
a partnership firm through its Partners

1.MR. RAJESH KUMAR

LHFI	RHFI
1)	1)
2)	2)
3)	3)
4)	4)
5)	5)

Signed & Delivered by the within named
SECOND PARTY M/S NATURE CONNECT,
a partnership firm through its Partners

2. MRS. DIVYA MAHATO

LHFI	RHFI
1)	1)
2)	2)
3)	3)
4)	4)
5)	5)

In the presence of the following witnesses:

1) Name: ABHISHEK NARVEKAR

Address: H.NO 1792 BEHIND GOA BOARD PORVORIM GOA.

2) Name: ASH. SH P. PRADHU SHIRODKAR

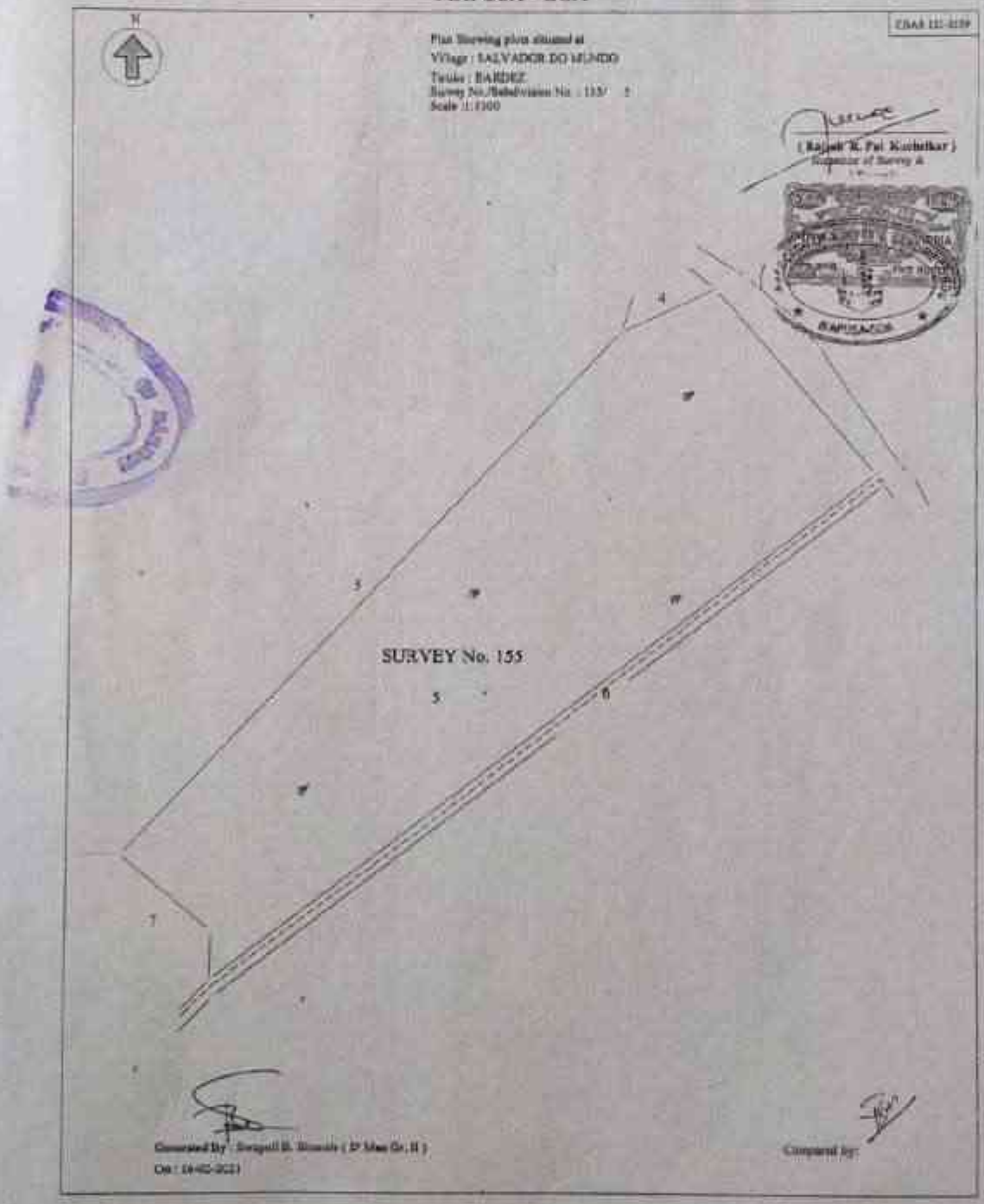
Address: H.NO. L-33 NEAR THANVIKA GARAGE PORVORIM BARDEZ. GOA 403521

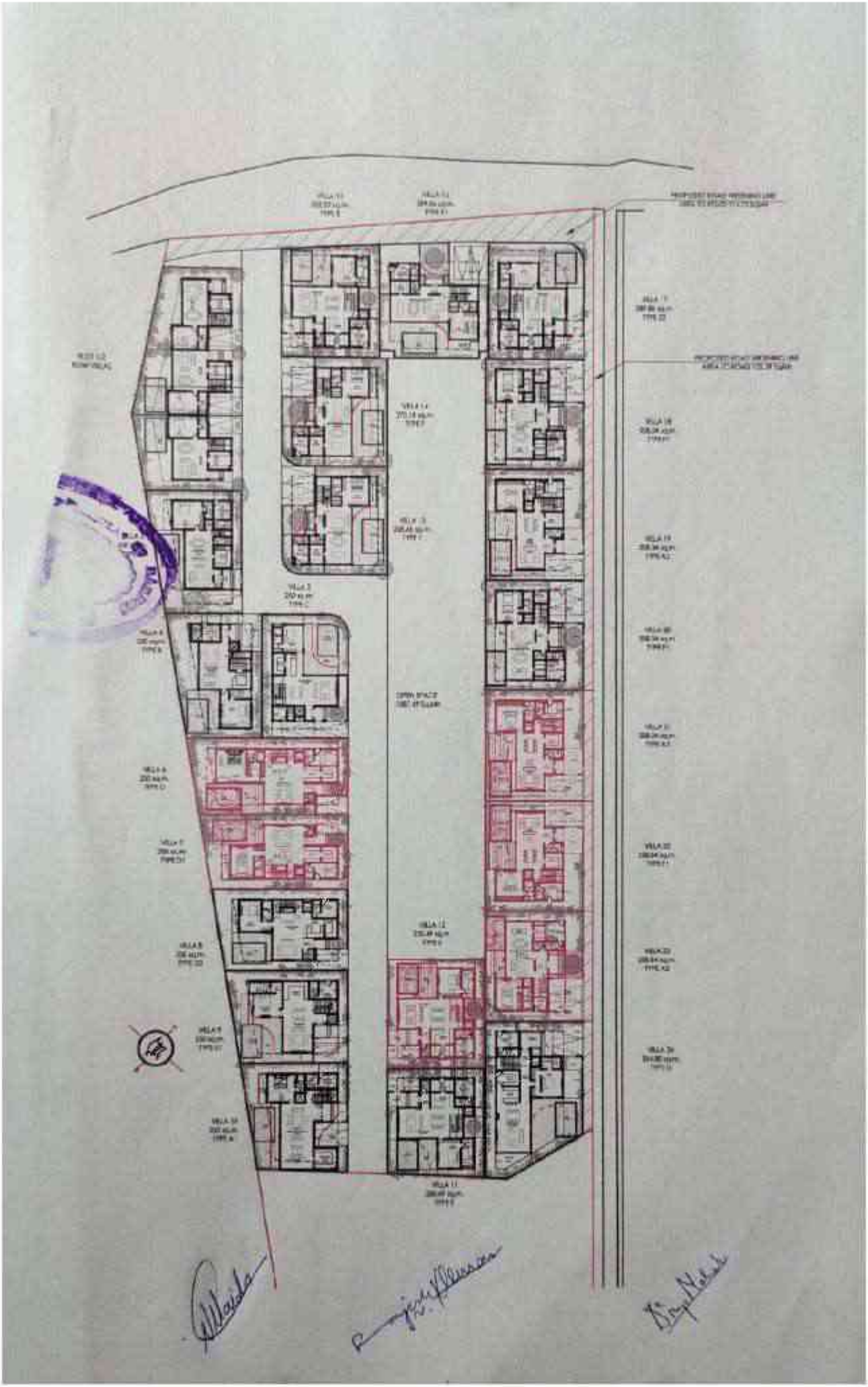
GOVERNMENT OF GOA

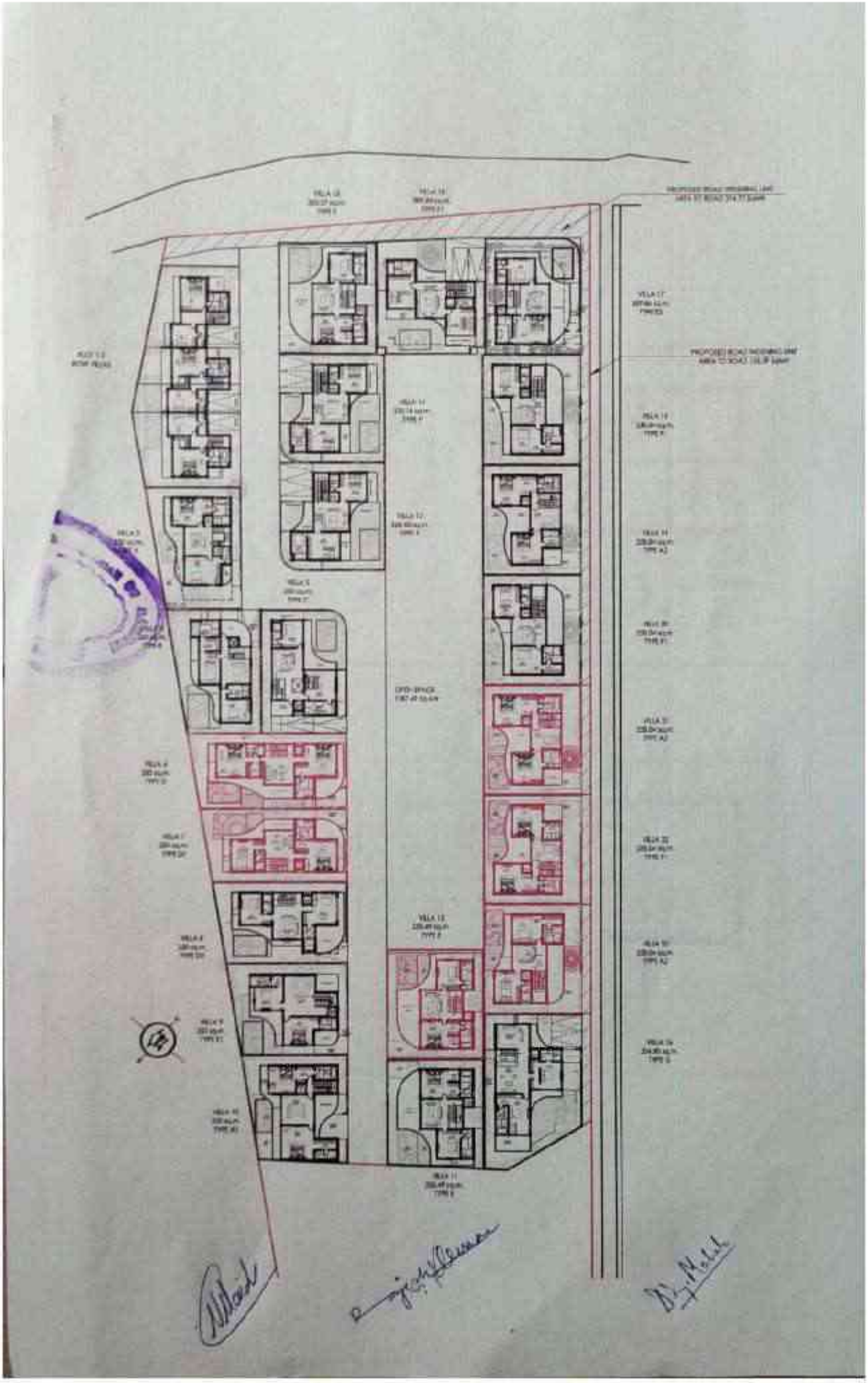
Directorate of Settlement and Land Records

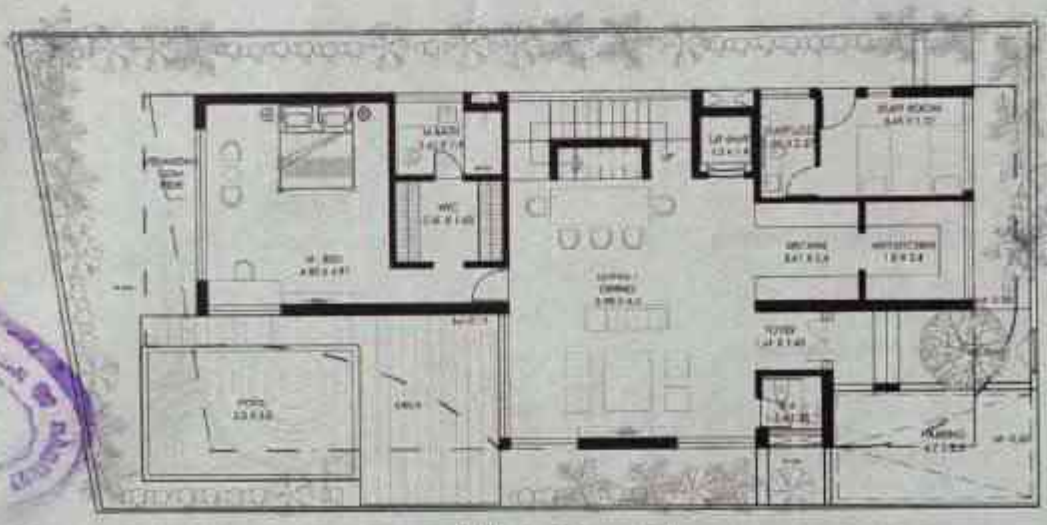
Office of Inspector of Survey and Land Records

MAPUSA - GOA

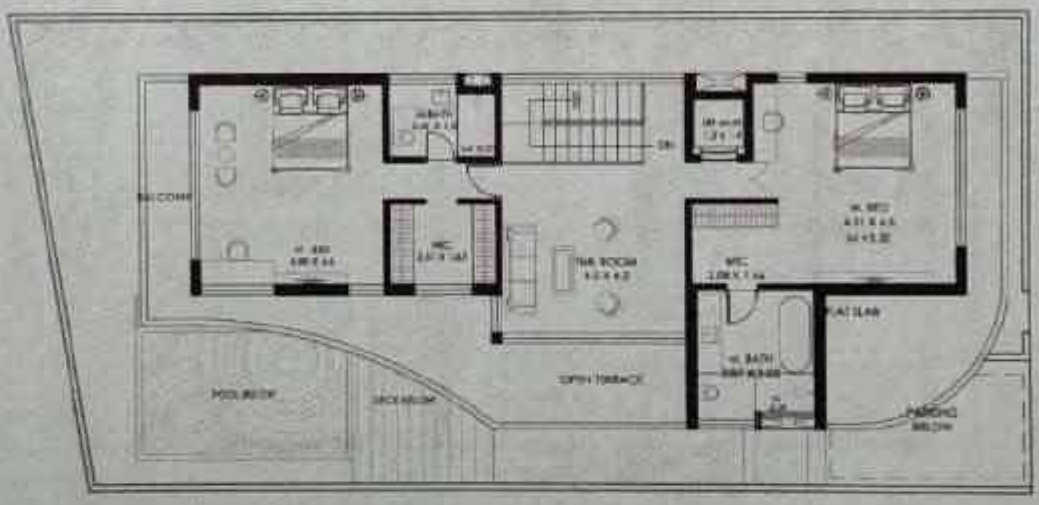




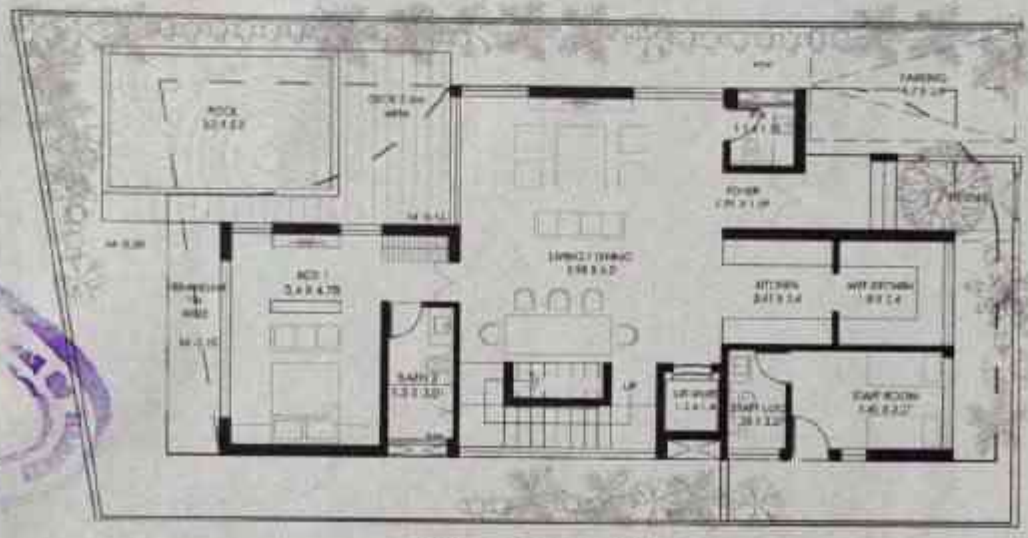




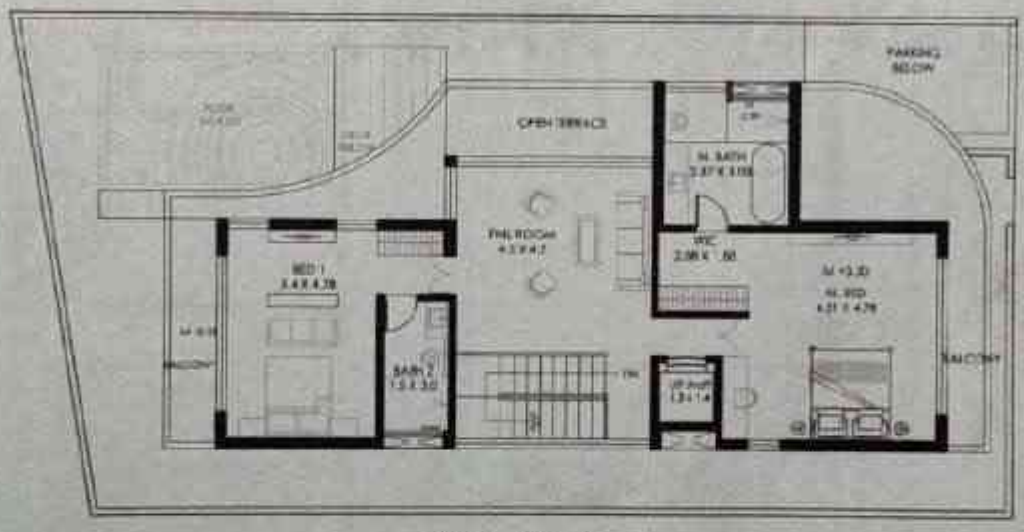
Villa 6 -Ground Floor



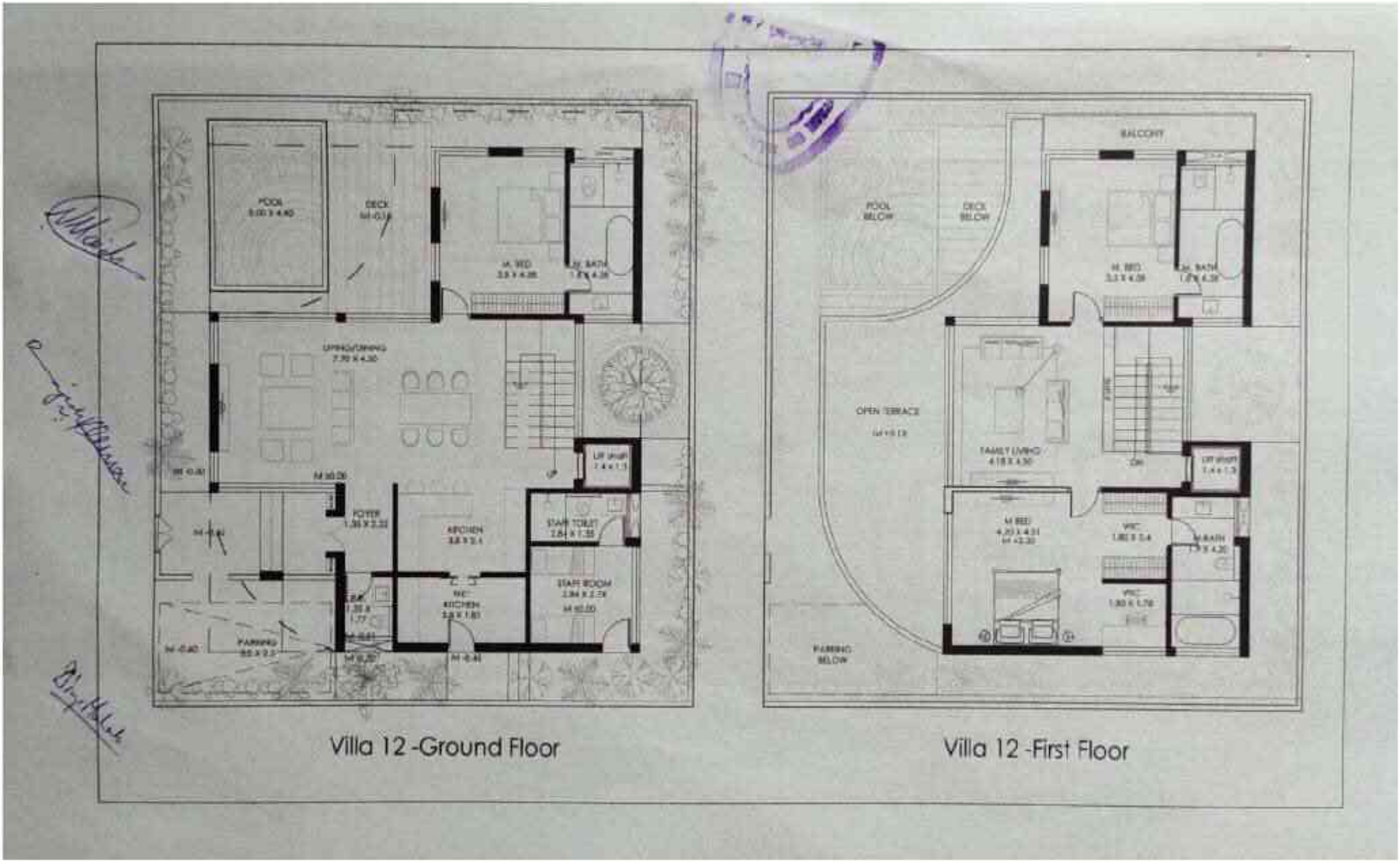
Villa 6 - First Floor



Villa 7 -Ground Floor

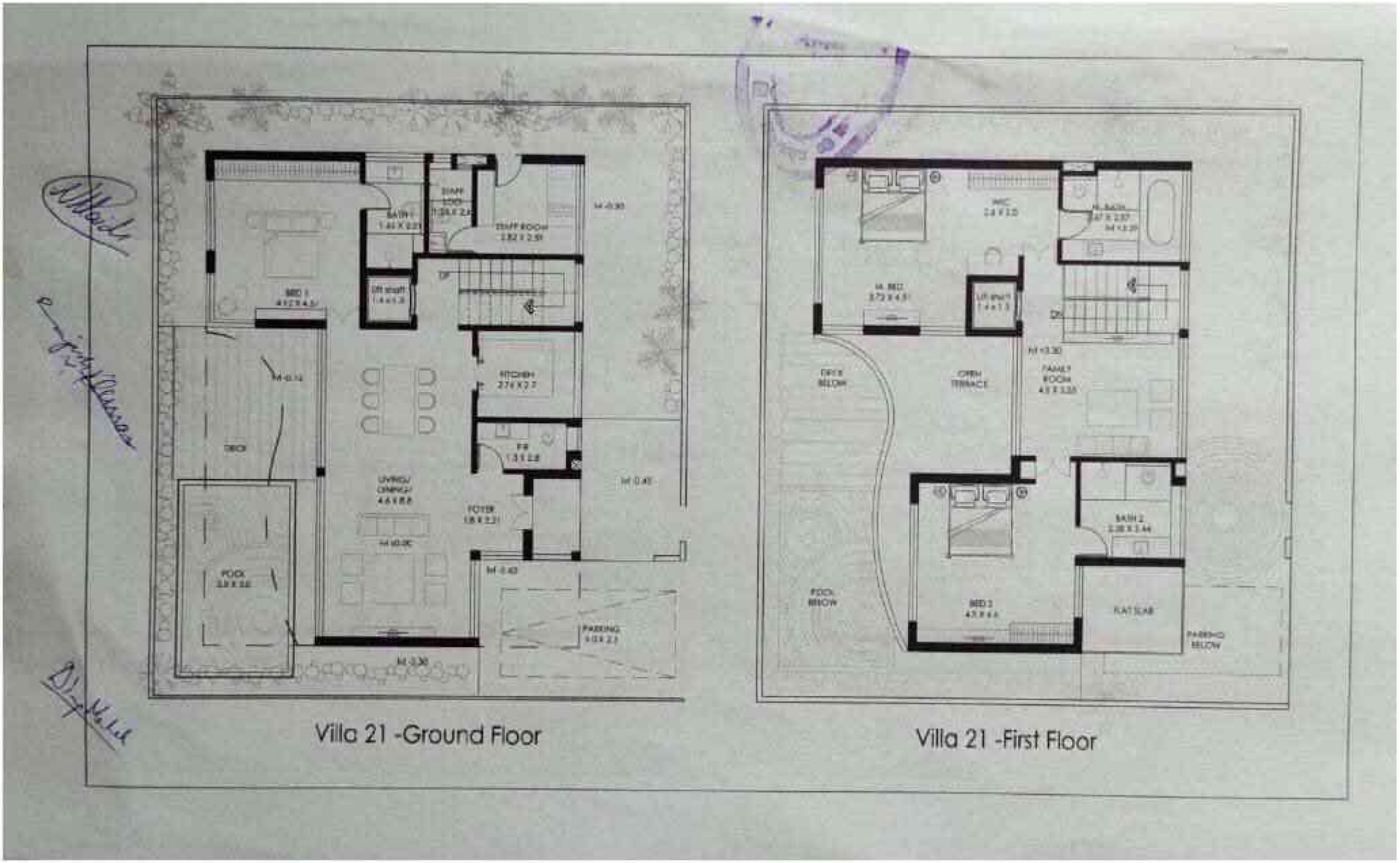


Villa 7 - First Floor



Villa 12 -Ground Floor

Villa 12 -First Floor



Villa 21 -Ground Floor

Villa 21 -First Floor

Villa 22 -Ground Floor

Villa 22 -First Floor

Villa 23 -Ground Floor

Villa 23 -First Floor

Government of Goa

Document Registration Summary 2

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

Print Date & Time : - **16-Feb-2022 02:19:29 pm**

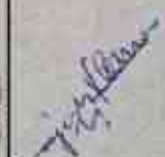
Document Serial Number :- **2022-BRZ-681**

Presented at **02:02:53 pm** on **16-Feb-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	2531400
2	Registration Fee	2618640
3	Processing Fee	3120
	Total	**5153160**

Stamp Duty Required : **2531400/-** Stamp Duty Paid : **2821500/-**

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	**Rajesh Kumar Partner Of MS Nature Connect ,Father Name** Suresh Narayan Sinha,**Age:** 43, **Marital Status: Gender:**Male **Occupation:** Business, **Address1 -** 2D,103, Viva, Kadamba Plateau, Bypass Highway, Panaim, Old Goa, Baiguinim, North Goa 403402, **Address2 - , PAN No.:**			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	**Noel Felix Athaide , Father Name:Oscar Orlando Do Rosario Athaide Alias Oscar Ataide ,Age:** 48, **Marital Status: ,Gender:**Male,**Occupation:** Business, Hno.52, Paitona, Salvador Do Mundo, Bardez, Goa , **PAN No.: , as Power Of Attorney Holder for Aquila Iria De Sousa E Athaide**			
2	**Noel Felix Athaide , Father Name:Oscar Orlando Do Rosario Athaide Alias Oscar Ataide ,Age:** 48, **Marital Status: ,Gender:**Male,**Occupation:** Business, Hno.52, Paitona, Salvador Do Mundo, Bardez, Goa , **PAN No.: , as Power Of Attorney Holder for Oscar Orlando Do Rosario Athaide Alias Oscar Ataide**			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	**Rajesh Kumar Partner Of MS Nature Connect , Father Name:Suresh Narayan Sinha, Age:** 43 **Marital Status: ,Gender:**Male,**Occupation:** Business, 2D,103, Viva, Kadamba Plateau, Bypass Highway, Panelim, Old Goa, Baiguinim, North Goa 403402, **PAN No.:**			
4	**Divya Mahato Partner Of MS Nature Connect , Father Name:Deepak Kumar Pandya, Age:** 41 **Marital Status: ,Gender:**Female,**Occupation:** Business, Apartment No. E-102 on the first floor in BLOCK E of MEADOWS, Paithona in Salvador do Mundo, Taluka of Bardez, Goa 403101, **PAN No.:**			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: **Abhishek Naresh Narvenkar,Age: 37,DOB: ,Mobile: 7083686886 ,Email: ,Occupation:Business , Marital status : Unmarried** Address:403521, Penha-de-franca, Bardez, NorthGoa, Goa			
2	Name: **Ashish Prakash Prabhu Shirodkar,Age: 44,DOB: ,Mobile: 9822989779 ,Email: ,Occupation:Business , Marital status : Married** Address:403521, Penha-de-franca, Bardez, NorthGoa, Goa			

Sub Registrar

Document Serial Number :- **2022-BRZ-681**

Document Serial No:-2022-BRZ-681

Book :-1 Document
Registration Number :-**BRZ-1-651-2022**
Date : 16-Feb-2022

16/02/2022

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

NOTARY
ADV. SALOME D. NAIK
BARDEZ TALUKA
ALTO - PORVORIM
Reg. No. 297/14
Exp. Dt.28/2/2024
GOVT. OF GOA (INDIA)

TRUE COPY

CERTIFIED COPY 2294 - Pannona/ record.

Date on which copy applied for 31-1-19
Date on which application completed 31-1-19
Date given for taking delivery 05-2-19
Date on which copy was ready 07-2-19
Date on which copy delivered 27-3-19
Copying and comparing fees Rs. 200/-
In the Nazir's section Rs. 06.50
31/1/19 09042 27/3/19

Superintendent 27/3/2019

CIVIL JUDGE OF MAPUSA * MAPUSA-GOA *

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION

AT MAPUSA GOA

Inv. Pro. no.564/2017 /A

IN THE MATTER OF INHERITANCE OF THE LATE

1.-Inocencio Fermiano de Athaide,
last residing at Jamnagar.

2.-Maria Isabel Alegrina Rodrigues
alias Izabel Rodrigues
last residing at Paetona,
Salvador-do-Mundo.

3.-Feliciano Camilo Xavier
Luis Expectacao de Ataide alias
Feleciano Camilo Xavier Luis
Expectacao de Ataide
last residing at Paetona,
Salvador-do-Mundo.

4.-Lucia Genoveva Fonseca alias
Lucia Genoveva Fonseca e Ataide
alias Lucia da Fonseca
last residing at Paetona,
Salvador-do-Mundo.

5.-Ofelia Mendonca e Ataide
last residing at Paetona,
Salvador-do-Mundo.

6.- Alice Alegrina Ataide e Pais
last residing at Mumbai.

7.- Elsa Geneveva Isabela do
Rosario Athaide last residing
at Croydon London.

8.- Angelo Jacinto Jose Do Rosario
Athaide alias Angelo Joseph Do
Rosario Athaide last residing
at Croydon London.

9.-Inocencio Fermiano Benedito do
Rosario Athaide alias Inocencio
De Rosario Athaide last
residing at UK. ...Deceased

AND

Shri Oscar Orlando do Rosario Athaide
alias Oscar Ataide, aged 82 years,
retired landlord, residing at
H.no.82, Paitona,
Salvador Da Mundo, Bardez Goa. .....Applicant

AND

Interested Party ..... Nil

Checked with Original Documents

T.P No 564/2017/A
Recd by family
23/2/17

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION

AT MAPUSA GOA

Inv. Pro. no.564/2017/A

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Luis Expectacao de Athaide
last residing at Paetona,
Salvador-do-Mundo.

4.-Lucia Genoveva Fonseca alias
Lucia Genoveva Fonseca e
Ataide last residing at Paetona,
Salvador-do-Mundo.

5.-Ofelia Mendonca e Ataide
last residing at Paetona,
Salvador-do-Mundo.

6.- Alice Alegrina Ataide e Pais
last residing at Mumbai.

7.- Elsa Geneveva Isabela do
Rosario Athaide last residing
at Croydon London.

8.- Angelo Jacinto Jose Do Rosario
Athaide alias Angelo Joseph Do
Rosario Athaide last residing
at Croydon London.

9.-Inocencio Fermiano Benedito do
Rosario Athaide last residing at UK. ...Deceased

AND

Shri Oscar Orlando do Rosario Athaide
alias Oscar Ataide, aged 82 years,
retired landlord,
residing at H.no.82,Paitona,
Salvador Da Mundo, Bardez Goa. .....Applicant

AND

Interested Party ..... Nil

AFFIDAVIT IN STATEMENT ON OATH OF CABESA DE CASAL

I, Shri.Oscar Orlando do Rosario Athaide, aged 82 years, Son of late Feliciano Camilo Xavier Luis Expectacao de Athaide ,retired landlord,residing at H.no.82,Paitona, Salvador Da Mundo, Bardez Goa do hereby on solemn affirmation state on Oath and State as Under:-

1.- I say that I have been appointed as Head of the Family by this Hon'ble Court in the above Inventory Proceeding, which is filed by me to Partition the properties of my deceased Grand-parents parents.

2.-I say that I will discharge the duties faithfully and diligently as Head of Family.

3.- I say that I undertake to comply with my duties as required by law as declared in terms of Art. 2072 of the Civil Code 1867 with reference to Art.1369 of the Portuguese Civil Procedure Code and in compliance of the same state as under:-

4.-I say that the Estate Leaver no.1 and 2 are my grandparents who expired on 12-8-1887 and 9-10-1918 respectfully being survived by their only son deceased no.3 who died on 2-11-1947,who is my father.

5.- I say that the said deceased no.3 was married in his first nuptial to the deceased no.4 who died on 4-10-1918 and was survived by their only daughter the deceased no.6 and in his second nuptials was married to deceased no.5 who died on 13-5-1973 being survived by me the Applicant and deceased no. 7 and 9.

6. I say that the deceased no 6 was settled by way of dowry and expired on 25-5-1978.

7.- I say that the deceased no.7 expired on 4-3-1997 in the status of being unmarried but leaving behind a son Angelo Jacinto Jose Do Athaide deceased no.8 who died on 26-8-2003 at London in status of bachelor.

8.- I say that the deceased no.9 died on 5-11-2003 at UK in status of bachelor.

9.- I say that the deceased left behind some estate which comprises of Immoveable properties, lying at Salvador-Do-Mundo, Bardez Goa, within the jurisdiction of this Honourable Court, list of which shall be furnished to this Hon'ble Court.

10.- I, therefore state that myself Shri Oscar Orlando do Rosario Athaide alias Oscar Ataide is the sole and universal heir of the deceased Feliciano Camilo Xavier Luis Expectacao de Athaide and Ofelia Mendonca e Ataide, who are my parents .

5.-I,further state that the deceased persons have not left any more legal heirs, creditors residing in the jurisdiction of this Court.

6.-I say that all the statements made hereinabove are true to my knowledge.

Solemnly affirmed at Mapusa Goa on this 23rd day of February 2018.

(Oscar Ataide)

Shri Oscar Orlando do Rosario Athaide
alias Oscar Ataide

Identified by me.
Adv. Shreedhar Poduval
23/2/18

23/2/18

Affirmed before me by Mr. Oscar Orlando do Rosario Athaide.
who is identified before me by Adv. Shreedhar Poduval
whom I personally know
Mapusa - Goa.
Dated : 23/2/18

23/2/18
Superintendent
Civil Court, Mapusa - Goa

CERTIFIED TRUE COPY
23/2/18
Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

Checked with Original Documents

CIVIL JUDGE OF MAPUSA * MAPUSA-GOA *

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
AT MAPUSA GOA

Inv. Pro. no.564/2017-A

IN THE MATTER OF INHERITANCE OF THE LATE

1.-Inocencio Fermiano de Athaide,
last residing at Jamnagar.

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Luis Expectacao de Ataide alias
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last residing at Paetona,
Salvador-do-Mundo.

4.-Lucia Genoveva Fonseca alias
Lucia Genoveva Fonseca e Ataide
alias Lucia da Fonseca
last residing at Paetona,
Salvador-do-Mundo.

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last residing at Paetona,
Salvador-do-Mundo.

6.- Alice Alegrina Ataide e Pais
last residing at Mumbai.

7.- Elsa Geneveva Isabela do
Rosario Athaide last residing
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8.- Angelo Jacinto Jose Do Rosario
Athaide alias Angelo Joseph Do
Rosario Athaide last residing
at Croydon London.

9.-Inocencio Fermiano Benedito do
Rosario Athaide alias Inocencio
De Rosario Athaide last
residing at UK. ...Deceased

AND

Shri Oscar Orlando do Rosario Athaide
alias Oscar Ataide, aged 82 years,
retired landlord, residing at
H.no.82, Paitona,
Salvador Da Mundo, Bardez Goa. .....Applicant

AND

Interested Party ..... Nil

LIST OF ASSETS

ITEM NO.1

Property known as "MATICHEAVERECACHE VANTO" commonly known an "CONGECHE VERICA", admeasuring as area of 8,400.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed under recent Survey No. 158 sub-division no. 1 of Revenue Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 592. The said property is hilly landed property and is towards as under:

On or towards the East: partly by the property bearing Survey No 158/2 and partly by the property bearing Survey No 158/3 of Village Salvador Do Mundo;

On or towards the west: by the property bearing Survey No. 150/10 of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 161/8 of Village Salvador do Mundo, and;

On or towards the south: by a Rivulet.

Valued at Rs.18,00,000/-

ITEM NO.2

Property known as "GANTI" commonly known as "SORVO", admeasuring an area of 5,000.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as an undivided part of Survey No. 155 sub-division no. 3 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 366. The said property is hilly landed property and is described as under:

On or towards the East: partly by the property bearing Survey No 158 sub-division no. 2 and partly by the property bearing Survey No 158 sub-division no. 3 of Village Salvador Do Mundo;

On or towards the west: by the property bearing Survey No. 150 sub-division no.10 of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 161 sub-division no.8 of Village Salvador do Mundo, and;

On or towards the south: by a Rivulet.

Valued at Rs.3,00,000/-

ITEM NO.3

Property known as "GANTI" commonly known as "SORVO", admeasuring an area of 12,250.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as an undivided part of Survey No. 155 sub-division no. 5 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 361. The said property is hilly landed property and is described as under:

On or towards the East: village tarred road.

On or towards the west: by the property bearing Survey No. 155 sub-division no. 7 of Village Salvador do Mundo;

On or towards the North: an undivided part of Survey No. 155 sub-division no. 3 and by the property bearing Survey No. 155 sub division 4 of Village Salvador do Mundo.

On or towards the south: public road further surveyed under Survey No.155 sub division 6.

Valued at Rs.7,00,000/-

ITEM NO.4

Property known as" Paithan" "GILCUT" or ''ZILCUTA'', admeasuring an area of 3,000.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as an undivided part of Survey No. 157 sub-division no. 2 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 574 The said property is hilly landed property and is described as under:

On or towards the East: by the property bearing Survey No 157 sub division 5-A, 4, 3, 2 of Village Salvador Do Mundo;

On or towards the west: by the property bearing Survey No. 158 sub division 6 of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 157 sub division 1-B of Village Salvador do Mundo, and;

On or towards the south: by the property bearing Survey No. 156 sub division 6-C, 6-I, 6-G, 6 and 6-J.

Valued at Rs.2,00,000/-

ITEM NO.5

Property known as "GANTI" commonly known as "SORVO", admeasuring an area of 2,900.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 155 sub-division no. 7 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 374. The said property is hilly landed property and is described as under:

On or towards the East: by the property bearing Survey No 155 sub-division no. 5 of Village Salvador Do Mundo;

On or towards the west: by the property bearing Survey No. 133 sub-division no. 1 of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 155 sub-division no. 2 and sub division no. 3 of Village Salvador do Mundo, and;

On or towards the south: by a public road.

Valued at Rs.1,00,000/-

ITEM NO.6

Property known as ''TORDA'' commonly known as "BORCUOSORVO", admeasuring an area of 13,775.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 134 sub-division no. 1 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 537. The said property is hilly landed property and is described as under:

On or towards the East: by the property bearing Survey No 133 sub-division no. 1 and Survey No. 109 sub division no. 1-G, 1-H, 1-I, 1-J, 1, 1-K, 1-F, 1 of Village Salvador Do Mundo;

On or towards the west: by the property bearing Survey No. 152 sub-division no. 1, 3, 4, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17 and Survey No.153 sub division no.3 of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 154 sub-division no. 1, 2, 3, 13, 5, 6, 7, 8, 9, 10, 11 of Village Salvador do Mundo, and;

On or towards the south: by a property bearing Survey No. 109 sub division no. 1.

Valued at Rs.40,00,000/-

ITEM NO.7

Property known as ''BAGACHI SHEER'' commonly known as "XIR BAGACHY'', admeasuring an area of 1,225.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 152 sub-division no. 3 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 403. The said property is hilly landed property and is described as under:

On or towards the East: by the property bearing Survey No 134 sub-division no. 1 of Village Salvador Do Mundo;

On or towards the west: by the property bearing Survey No. 152 sub-division no. 2 of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 152 sub-division no. 1 of Village Salvador do Mundo, and;

On or towards the south: by a property bearing Survey No. 152 sub division no. 4.

Valued at Rs.2,00,000/-

ITEM NO.8

Property known as ''BAGACHI SHEER'' commonly known as "XIR'', admeasuring an area of 3,187.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 152 sub-division no. 9 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 409. The said property is hilly landed property and is described as under:

On or towards the East: by the property bearing Survey No 134 sub-division no. 1 of Village Salvador Do Mundo;

On or towards the west: by the property bearing Survey No. 152 sub-division no. 6 of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 152 sub-division no. 7 of Village Salvador do Mundo, and;

On or towards the south: by a property bearing Survey No. 152 sub division no. 11.

Valued at Rs.4,00,000/-

ITEM NO.9

Property known as ''BAGACHI SHEER'' commonly known as ''BAGACHEM VARICA'', admeasuring an area of 3,750.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 152 sub-division no. 16 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 419. The said property is hilly landed property and is described as under:

On or towards the East: by the property bearing Survey No 134 sub-division no. 1-A of Village Salvador Do Mundo;

On or towards the west: by a rivulet (nulla) of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 152 sub-division no. 15 of Village Salvador do Mundo, and;

On or towards the south: by a property bearing Survey No. 152 sub division no. 17.

Valued at Rs.5,00,000/-

ITEM NO.10

Property known as "Gautuan" commonly known as ''GhorBhat'', admeasuring an area of 1,250.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 174 sub-division no. 24 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 257. The said property is described as under:

On or towards the East: by a drain rivulet (nulla) and the property bearing Survey No 174 sub-division no. 12 of Village Salvador Do Mundo;

On or towards the west: by the Mae De dues Chapel Courtyard of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 174 sub-division no. 23 and Survey No. 174 sub-division no. 15 of Village Salvador do Mundo, and;

On or towards the south: by the public road bearing Survey No. 174 sub division no. 18.

Valued at Rs.9,50,000/-

ITEM NO.11

Property known as "Gautuan" commonly known as ''GhorBhat'', admeasuring an area of 1,050.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 174 sub-division no. 27 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the

Taluka Revenue Office under Matriz Predial No. 264. The said property is described as under:

On or towards the East: by a drain rivulet (nulla) of Village Salvador Do Mundo;

On or towards the west: by a public path way and the property bearing Survey No 174/28 of Village Salvador do Mundo;

On or towards the North: by the property bearing Survey No. 174 sub-division no. 25 of Village Salvador do Mundo, and;

On or towards the south: by property bearing Survey No. 125 sub division no. 3.

Valued at Rs.1,00,000/-

ITEM NO.12

Property known as ''BAGACHI SHEER'' commonly known as ''BAGACHEM VARICA'', admeasuring an area of 5800.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 153 sub-division no. 2 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 398. The said property is hilly landed property and is described as under:

On or towards the East: by the property bearing Survey No 153 sub-division no. 1 of Village Salvador Do Mundo;

On or towards the west: by the property bearing Survey No 153 sub-division no. 3 of Village Salvador do Mundo;

On or towards the North: by a rivulet of Village Salvador do Mundo, and;

On or towards the south: by a property bearing Survey No. 153 sub division no. 3.

Valued at Rs.7,00,000/-

ITEM NO.13

Property known as ''GAUTHAN'' admeasuring an area of 450.00 square meter, situated at ward Paitona in Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub-District of Bardez, North Goa District, State of Goa, surveyed as Survey No. 173 sub-division no. 18 of Village Salvador Do Mundo, Taluka Bardez. The said property is not described in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz Predial No. 235. Admeasuring an area of 5800 Sq.mts.

The said property is hilly landed property and is described as under:

-15-

On or towards the East: by the property bearing Survey No 173 sub-division no. 7 of Village Salvador Do Mundo;

On or towards the west: by a drain/ rivulet of Village Salvador do Mundo;

On or towards the North: by the property bearing survey No 173 sub-division no 10 of Village Salvador do Mundo.

On or towards the south: by a property bearing Survey No. 173 sub division no 5 and 173 sub division no. 6 of Village Salvador do Mundo.

Valued at Rs.50,000/-

Mapusa-Goa, 08-01-2019

Adv. for Applicant

CERTIFIED TRUE COPY

27/3/2019

Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.,
Mapusa-Goa

Checked with Original Documents

CIVIL JUDGE OF MAPUSA

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Inv. Pro. no.564/2017-A

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Lucia Genoveva Fonseca e Ataide
alias Lucia da Fonseca
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last residing at Paetona,
Salvador-do-Mundo.

6.- Alice Alegrina Ataide e Pais
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7.- Elsa Geneveva Isabela do
Rosario Athaide last residing
at Croydon London.

8.- Angelo Jacinto Jose Do Rosario
Athaide alias Angelo Joseph Do
Rosario Athaide last residing
at Croydon London.

9.-Inocencio Fermiano Benedito do
Rosario Athaide alias Inocencio
De Rosario Athaide last
residing at UK. ...Deceased

D. NAIK LUKA TOREN 17/1/2019 A (INDIA)

AND

Shri Oscar Orlando do Rosario Athaide
alias Oscar Ataide, aged 82 years,
retired landlord, residing at
H.no.82, Paitona,
Salvador Da Mundo, Bardez Goa. .....Applicant

AND

Interested Party ..... Nil

CHART OF ALLOTMENT

The Cabesa-de-Casal is the only Interested Party and there are no other legal heirs entitled for the estate of the estate leaver. Hence the properties listed in the Final List of Assets be allotted to the Cabesa-de-Casal.

Mapusa, Goa
Date:-28-01-2019

Adv. for C.C.

ORDER

No objection for chart of allotment
28/1/2019.

The present chart is treated as part of chart of allotment.

28/1/19
Case mature

CERTIFIED TRUE COPY
Checked with Original Documents
Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

गोवा GOA

052294

772 Panaji Date of issue 25/01/19
Value of stamp paper — Rs. Twenty Thousand
Name of the purchaser Oscar Athaide
Residing at Saithong
As there is no one single stamp paper for the Rs. One lakh
Additional stamp paper for the difference of the value is attached alongwith.

Signature of the Ex-Officio nominee

Signature of Purchaser

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
AT MAPUSA GOA

Inv. Pro. no.564/2017-A

IN THE MATTER OF INHERITANCE OF THE LATE

1.-Inocencio Fermiano de Athaide,
And 8 others ...Deceased
AND
Shri Oscar Orlando do Rosario Athaide .....Applicant
AND
Interested Party ..... Nil

Stamp Duty of Rs.1,00,000/-(Rupees One Lakh only is hereby furnished by the Petitioner/C.C.

Mapusa-Goa,
28-01-2019

Adv. for C.C.

CERTIFIED TRUE COPY
27/2/2019
Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

Checked with original Documents

JUDGE OF MAPUSA GOA

गोवा GOA

772 Panaji 25/01/19 052203

Value of stamp paper : Rs. Twenty Thousand

Name of the purchaser : Oscar Athaide

Residing at : Saithem

As there is no one [illegible] the purchase of the value is stacked thereto.

Additional stamp paper [illegible] the purchase of the value is stacked thereto.

Signature of the Ex-Officio nominee

Signature of Purchaser

MAPUSA GOA

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION AT MAPUSA GOA

Inv. Pro. no.564/2017-A

IN THE MATTER OF INHERITANCE OF THE LATE

1.-Inocencio Fermiano de Athaide,
And 8 others
AND ...Deceased

Shri Oscar Orlando do Rosario Athaide .....Applicant
AND

Interested Party ..... Nil

Stamp Duty of Rs.1,00,000/-(Rupees One Lakh only is hereby furnished by the Petitioner/C.C.

Mapusa-Goa,
28-01-2019

Adv. for C.C.

CERTIFIED TRUE COPY

27/1/2019

Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

गोवा GOA

052265

Name of stamp paper ... Panaji ... 25/01/19
Name of the purchaser ... Rs. Twenty Oscar Athaide thousand
Residing at ... Loutem
As there is no one single ... One Lakh
Additional stamp paper for the ... is attached alongwith.

Signature of the Ex-Officio convince

Signature of Purchaser

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
AT MAPUSA GOA

Inv. Pro. no.564/2017-A

IN THE MATTER OF INHERITANCE OF THE LATE

1.-Inocencio Fermiano de Athaide,
And 8 others ...Deceased
AND
Shri Oscar Orlando do Rosario Athaide .....Applicant
AND
Interested Party ..... Nil

Stamp Duty of Rs.1,00,000/-(Rupees One Lakh only is hereby furnished by the Petitioner/C.C.

Mapusa-Goa,
28-01-2019

Adv. for C.C.

CERTIFIED TRUE COPY
Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

गोवा GOA

772 Rs. Twenty Thousand Only Faithong Rs. Twenty Thousand Athaide One lakh 25/01/19 052264

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
AT MAPUSA GOA

Inv. Pro. no.564/2017-A

IN THE MATTER OF INHERITANCE OF THE LATE

1.-Inocencio Fermiano de Athaide,
And 8 others ...Deceased

AND

Shri Oscar Orlando do Rosario Athaide .....Applicant

AND

Interested Party ..... Nil

Stamp Duty of Rs.1,00,000/-(Rupees One Lakh only is hereby furnished by the Petitioner/C.C.

Mapusa-Goa,
28-01-2019

Adv. for C.C.

CERTIFIED TRUE COPY
27/1/2019
Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

गोवा GOA

772 Ponaji thousand 25/01/19 097588

Value of stamp paper ... Name of the purchaser ... Residing at ... Taleigao ... As there is no one single ... Rs. One lakh only — Additional stamp paper for ... the Value is attached herewith.

Signature of the Ex-Officio ... Signature of Purchaser

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
AT MAPUSA GOA

Inv. Pro. no.564/2017-A

IN THE MATTER OF INHERITANCE OF THE LATE

1.-Inocencio Fermiano de Athaide,
And 8 others
AND ..Deceased
Shri Oscar Orlando do Rosario Athaide .....Applicant
AND
Interested Party ..... Nil

Stamp Duty of Rs.1,00,000/-(Rupees One Lakh only is hereby furnished by the Petitioner/C.C.

Mapusa-Goa,
28-01-2019

Adv. for C.C.

CERTIFIED TRUE COPY

Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

गोवा GOA

097587

Sr. No. 372 Issued at Porvorim Date of issue 25/01/19
Value of stamp paper Rs. Ten thousand
Name of the purchaser Oscar Athaide
Residing at Taleigao
As there is no one single stamp paper for the Rs. One lakh only
Additional stamp paper for the completion of the Value is attached alongwith.

Signature of the Ex-Officio Notary

Signature of Purchaser

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
AT MAPUSA GOA

Inv. Pro. no.564/2017-A

IN THE MATTER OF INHERITANCE OF THE LATE

1.-Inocencio Fermiano de Athaide,
And 8 others ...Deceased
AND
Shri Oscar Orlando do Rosario Athaide .....Applicant
AND
Interested Party ..... Nil

Stamp Duty of Rs.1,00,000/-(Rupees One Lakh only is hereby furnished by the Petitioner/C.C.

Mapusa-Goa,
28-01-2019

Adv. for C.C.

CERTIFIED TRUE COPY
29/1/2019
Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

Checked with Original Documents

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In the Nazir's section under Receipt No. 6577

31/1/19 09042 27/3/19

Superintendent 27/3/2019

CIVIL JUDGE OF MAPUSA * MAPUSA-GOA *

Presented on : 11.12.2017
Registered on : 11.12.2017
Decided on : 31.01.2019
Duration : Years/Months/Days
01 01 20

IN THE COURT OF THE CIVIL JUDGE, SENIOR DIVISION, 'A' COURT, MAPUSA.

(Before Sudhir S. Shirgaonkar Senior Civil Judge 'A' Court, Mapusa)

Inventory Proceedings No.564/2017/A

CNR No. GANG04-004985-2017

In the matter of inheritance of the late

1. Inocencio Farmiano de Athaide, last residing at Jamnagar.

2. Maria Isabel Alegrina Rodrigues alias Izabel Rodrigues, last residing at Paetona, Salvador – do – Mundo.

Govt. Ptg. Press, Panaji-Goa—640/1,00,000—8/2016.

3. Feliciano Camilo Xavier,
Luis Expectacao de
Ataide alias, Feliciano de Ataide,
last residing at Paetona,
Salvador- do- Mundo.

4. Lucia Genoveva Fonseca
alias, Lucia Genoveva
Fonseca e Ataide
alias Lucia da Fonseca ,
last residing at Paetona,
Salvador- do- Mundo.

5. Ofelia Mendonca e Ataide,
last residing at Paetona,
Salvador- do- Mundo.

6. Alice Alegrina Ataide e Pais,
last residing at Mumbai.

7. Ela Genoveva Isabela
do Rosario Athaide last residing
at Croydon London.

8. Angelo Jacinto Jose Do Rosario
Athaide alias Angelo Joseph Do
Rosario Athaide last residing
at Croydon London.

9. Inocencio Fermiano Benedito do
Rosario Athaide alias Inocencio
De Rosario Athaide last
residing at UK. ...Deceased

AND

Shri Oscar Orlando do
Rosario Athaide
alias Oscar Ataide,
aged 82 years,
retired landlor, residing
at H.no.82,
Paitona,Salvador Da Mundo,
Bardez, Goa. ...Applicant

Applicant represented by Learned Advocate Ms S. Podwal.

Govt. Ptg. Press, Panaji-Goa—640/1,00,000—8/2016.

ORDER

(Delivered on this the 31 st day of the month of January of the year 2019.)

1. The present proceeding is instituted vide petition at Exh.B-1 which come under Section 367 of the Goa Succession Special (Notaries and Inventory Proceedings Act, 2012 (for Short the Said Act).

2. Under section 373 (2) (ii) of the Said Act this Court has jurisdiction in this case.

3. The word 'Head of Family' means the person who shall discharge his duties diligently and faithfully and make declaration as described in Section 376 of the Said Act.

4. The applicant was appointed as the Head of the Family.

5. The "Head of the Family" was notified to give declaration. Oath of Office was administered to the "Head of the Family".

6. The "Head of the Family" has given declaration at Exhibit C-5. Normally, Head of the Family has to give declaration giving details of the estate leaver, assets about will and gift, if any, legatees and creditors.

7. The words 'interested party' is described in Section 375(3) of the Said Act.

8. The Head of the Family has given list of assets at Exhibit C-9 with corresponding valuation. Section 399 of the Said Act lays down the requirements in the initial list of assets.

Govt. Ptg. Press, Panaji-Goa—640/1.00.000—6/2016.

9. Application at Exhibit D-10 was filed by the parties to waive appraisal of the properties and it is stated in the application that they waive the valuation given in the list of assets.

10. Then, Final Description/list was drawn at Exhibit C-11 under Section 411 of the Said Act. Learned Advocate for the parties have endorsed no objection to the present description.

11. Thereafter, matter was ready for scheme of partition under Section 435 of the Said Act as to how the partition should be effected and the opportunity was granted to the parties in that respect.

12. Provisional Chart of allotment was also filed and it was treated as Final Chart of allotment under Section 437 of the Said Act vide order dated 28.01.2019 and it is at Exh. C-12.

13. Before coming to the concluding part of the present order, it is required to be observed that in general that although the properties are allotted to the Head of the Family or the interested parties, if any, in Inventory Proceedings, it does not mean that title of the estate leaver is established and in order that partition may have legal effect, the estate leaver must have title to the property and the partition does not have the effect of creating title but only crystallizing in the heir/s the title which was already vesting in the estate leaver. So, if the property of the stranger is included in any Inventory Proceedings, third party can always challenge the Inventory Proceedings of the present nature and claim the same.

14. If any party is left out from this proceedings, the present order shall not bind on that party in any manner whatsoever.

15. In this matter, title document of the listed properties is not

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produced.

16. In view of the above, the following final order is passed:

The Chart of allotment at Exhibit C-12 finalised vide order dated 28.01.2019 is hereby confirmed under Section 442 of the Said Act and made absolute and consequently the share stand allotted in the present proceedings.

Parties to bear their own cost.

Stamp duty is deposited.

Decree be drawn accordingly.

Pronounced in the Open Court.

Proceedings closed.

SShirgaonkar
31.1.2019

(Sudhir S. Shirgaonkar)
Senior Civil Judge,
'A' Court, Mapusa.

CERTIFIED TRUE COPY
27/3/19
Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

Checked with Original Documents

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Date given for taking delivery 08-2-19

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Date on which copy delivered 27-3-19

Copying and comparing fees, etc. Rs. 127/-

In the Nazir's section under Receipt No. 06577

31/1/19 09042 27/3/19

Superintendent 22/3/2019

CIVIL JUDGE OF MAPUSA * MAPUSA-GOA *

IN THE COURT OF THE AD HOC SENIOR CIVIL JUDGE 'A' COURT,
AT MAPUSA, GOA

Inventory Proceeding No.564/2017/A

In the matter of inheritance of late
1.Inocencio Fermino de Athaide,
last residing at Jamnagar

2.Maria Isabel Alegrina Rodrigues
Alias Izabel Rodrigues
last residing at Paetona,
Salvador-do-Mundo

3.Feliciano Camilo Xavier
Luis Expectacao de Ataide alias
Feliciano Camilo Xavier Luis
Expectacao de Ataide
last residing at Paetona,
Salvador-do-Mundo

4.Lucia Geneveva Fonseca alias
Lucia Genoveva Fnseca e Ataide
alias Lucia da Fonseca
last residing at Paetona,
Salvador-do-Mundo

5.Ofelia Mendonca e Ataide
last residing at Paetona,
Salvador-do-Mundo

Govt. Ptg. Press, Panaji-Goa—640/1,00,000—8/2016.

6.Alice Alegrina Ataide e Pais
last residing at Mumbai

7.Elsa Genoveva Isabela do
Rosario Athaide last residing
at Croydon London

8.Angelo Jacinto Jose Do Rosario
Athaide alias Angelo Joseph Do
Rosario Athaide last residing
at Croydon London

9.Inocencio Fermiano Benedito do
Rosario Athaide alias Inocencio
De Rosario Athaide last
residing at UK ... Deceased

AND

Shri Oscar do Rosatrio Athaide
alias Oscar Ataide, aged 82 years,
retired landlord,
residing at H.No.82, Paitona,
Salvador Da Mundo, Bardez, Goa ... Applicant

DECREE

(Delivered on this 31st day of January of the year 2019)

This is an Inventory Proceeding filed by the applicant upon the death of (1)Inocencio Fermino de Athaide, last residing at Jamnagar (2)Maria Isabel Alegrina Rodrigues Alias Izabel Rodrigues last residing at Paetona, Salvador-do-Mundo (3)Feliciano Camilo Xavier Luis Expectacao de Ataide alias Feliciano Camilo Xavier Luis Expectacao de Ataide last residing at Paetona, Salvador-do-Mundo (4)Lucia Geneveva Fonseca alias Lucia Genoveva Fnseca e Ataide alias Lucia da Fonseca last residing at Paetona, Salvador-do-Mundo (5)Ofelia Mendonca e Ataide last residing at Paetona, Salvador-do-Mundo (6)Alice Alegrina Ataide e Pais last residing at Mumbai 7.Elsa Genoveva Isabela do Rosario Athaide last residing at Croydon London

Govt. Ptg. Press, Panaji-Goa—640/1.00.000—8/2016.

Sashugaonkar

(8)Angelo Jacinto Jose Do Rosario Athaide alias Angelo Joseph Do Rosario Athaide last residing at Croydon London (9)Inocencio Fermiano Benedito do Rosario Athaide alias Inocencio De Rosario Athaide last residing at UK.

Name of the Applicant : Shri Oscar do Rosatrio Athaide alias Oscar Ataide

Name of the Estate Leaver: (1)Inocencio Fermino de Athaide
(2)Maria Isabel Alegrina Rodrigues Alias Izabel Rodrigues
(3)Feliciano Camilo Xavier Luis Expectacao de Ataide alias Feliciano Camilo Xavier Luis Expectacao de Ataide
4)Lucia Geneveva Fonseca alias Lucia Genoveva Fnseca e Ataide alias Lucia da Fonseca
(5)Ofelia Mendonca e Ataide
(6)Alice Alegrina Ataide e Pais
(7)Elsa Genoveva Isabela do Rosario Athaide
(8)Angelo Jacinto Jose Do Rosario Athaide alias Angelo Joseph Do Rosario Athaide
(9) Inocencio Fermiano Benedito do Rosario Athaide alias Inocencio De Rosario Athaide

The properties described at exbt.C-11. The final list of assets at said exhibit form part of this decree.

The Chart of allotment at exhibit C-12 shall also form integral part of the decree.

The order confirming final chart of allotment at exbt.A-14 shall form part of decree.

asshirgaonkar
31/01/2019
(Sudhir S. Shirgaonkar)
Senior Civil Judge,
'A' Court, Mapusa, Goa

Place:Mapusa, Goa

Prepared by U.D.C.

Checked by Head Clerk:

CERTIFIED TRUE COPY

Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C.
Mapusa-Goa

Govt. Printing Press, Panaji-Goa—640/1.00.000—8/2016.

CERTIFIED TRUE COPY OF THE ~~ORIGINAL~~ Certified Copy
Sr. No. 2161 DATED 06/06/2023

Mrs. Salome D. Naik
Advocate & Notary
Bardez Taluka
Alto-Porvorim, Goa
Reg. No. 297

NOTARY
Adv. SALOMEO NAIK
BARDEZ TALUKA
ALTO PORVORIM, GOA
Reg. No. 297/14
Exp. Dt. 28/2/2024
GOVT OF GOA (INDIA)

TRUE COPY

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

No. 4/132/CNV/AC-III/2020/721 **Date: -13/05/2023**

Read:-Application dated 01/09/2020 received from Oscar Orlando do Rosario Athaide alias Oscar Ataide, r/o H. No. 82, Paitona, Salvador Da Mundo, Bardez Goa, received u/s 32 of LRC 1968.

SANAD

SCHEDULE-II

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

Whereas an application has been made to the Collector of North Goa (Hereinafter referred to as "the Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under section 32 of the Goa Land Revenue Code,1968 (hereinafter referred to as 'the said code which expression shall, where the context so admits include the rules and orders thereunder by **Oscar Orlando do Rosario Athaide alias Oscar Ataide, r/o H. No. 82, Paitona, Salvador Da Mundo, Bardez Goa,** being the occupant of the plot registered under **Survey No. 155/5(Part)** situated at **Salvador-Do-Mundo village, Bardez Taluka** (hereinafter referred to as "the applicant, which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use the plots of land (hereinafter referred to as the "said plot") described in the Appendix I hereto, forming a part **Survey No. 155/5(Part) of village Salvador-Do-Mundo admeasuring 9020 Sq. mtrs** be the same a little more or less for the purpose of **Residential with 50 FAR.**

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

1.**Levelling and clearing of the land**-The applicant shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted, to prevent insanitary conditions.

2.**Assessment** – The applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules thereunder with effect from the date of this Sanad.

3.**Use** – The applicant shall not use the said land and building erected or to be erected thereon for any purpose other than **Residential** without the previous sanction of the Collector.

4.**Liability for rates** – The applicant shall pay all taxes, rates and cesses liable on the said land.

5.**Penalty clause** – (a) If the applicant contravenes any of the foregoing conditions, the Collector may, without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code, continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

(b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as specified in that behalf by the Collector, and on such removal or alteration not being carried out, recover the cost of carrying out the same from the applicants as arrears of land revenue.

6. a)If any information furnished by the applicant for obtaining the Sanad is found to be false at a later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the applicant.

b) If any dispute arises with respect to the ownership of the land, than the office of the Additional Collector-III, Bardez shall not be held responsible for the same and the applicant shall be solely responsible for the same. Further, if any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the construction/development carried out shall be removed at the cost and risk of the applicant.

c) The necessary road widening set-back is to be maintained before any development in the land.

d) Traditional access passing through the plot, if any, shall be maintained.

e) No trees shall be cut except with prior permission of the competent authority.

f) The Competent Authorities/Local Bodies shall verify the ownership documents before issuing the construction license.

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

OFFICE OF THE ADDL. COLLECTOR-III * MAPUSA-GOA *

Cont. 2/-

APPENDIX – I

Length and Breadth		Total Superficial Area	Forming part of Survey No. or Hissa No.	BOUNDARIES				Remarks
North to South	East to West							
1	2	3	4	5				6
				North	South	East	West	
65.00 mts	164.65 Mts	9020 Sq.mts	Sy No.155 Sub. Div No.5 (Part)	S.No. 155 Sub. Div. No. 3,4	S.No.155 Sub.Div. No. 5,6	ROAD	S.No. 155 Sub. Div. No. 5	NIL

Village Salvador-Do-Mundo
Taluka : Bardez

Remarks:-

1. The applicant has paid conversion fees of Rs.10,82,400/- (Rupees Ten Lakh Eighty Two Thousand Four Hundred Only) vide e-challan No.202300373944 dated 11/05/2023.
2. The Conversion has been recommended by the Town Planner, Town and Country Planning Department, Mapusa vide his report No. TPB/6493/SDM/TCP-2023/628 dated 31/01/2023
3. The Dy. Conservator of Forests, North Goa Division, Ponda has given NOC for conversion vide report No. 5/CNV/BAR-448/DCFN/TECH/2022-23/144 dated 22/06/2022.
4. The Conversion has been recommended by the Mamlatdar of Bardez Taluka vide his report No.MAM/BAR/CI-II/Conv/2020/5900 dated 09/11/2020.
5. This Sanad is issued for conversion of an area for Residential purpose only. The development/ construction in the plot shall be governed as per laws/rules in force.
6. Traditional access, passing through the plot, if any shall be maintained.
7. Mundkarial rights and Mundkarial area should not be disturbed and should be protected if any.

In witness whereof the **ADDITIONAL COLLECTOR III OF NORTH GOA DISTRICT**, has hereunto set his hand and the seal of this Office on behalf of the Governor of Goa and that **Oscar Orlando do Rosario Athaide alias Oscar Ataide, r/o H. No. 82, Paitona, Salvador Da Mundo, Bardez Goa,** here also hereunto set his/her hand on this 12th **day of** May **2023.**

Noel Felix Athaide
as P.O.A for
Oscar Orlando do Rosario Athaide
alias Oscar Ataide
Applicant

OFFICE OF THE ADDL. COLLECTOR-III * MAPUSA-GOA *

12/05/23
(Pundalik V. Khorjuvekar)
Additional Collector-III
North Goa District,
Mapusa-Goa

Name and Signature of Witnesses

1. Rajesh kumar P
2. Siddhi Dhone SDhone

Complete address of Witness

1. 2D,103, viva, Kadamba Plateau, Goa
2. H.NO 672, Voilowado Badem Assagao Bardez Goa

We declare that **Noel Felix Athaide P.O.A r/o H. No. 52, Paitona, Salvador-do-Mundo, Bardez Goa,** who have signed this Sanad is, to our personal knowledge, the person he/She represents themselves to be, and that he/She has affixed his/her signature hereto in our presence.

1. Rajesh kumar P
2. Siddhi Dhone SDhone

To,
1. The Town Planner, Town and Country Planning Department, Mapusa-Goa
2. The Mamlatdar of Bardez Taluka.
3. The Inspector of Survey and Land Records, Mapusa - Goa
4. The Sarpanch, Village Panchayat Salvador-Do-Mundo Bardez –Goa.

TRUE COPY

Shradha Shirwaiker Poduval
ADVOCATE

3rd Floor, Velho Building
Panaji, Goa 403 001
Phone : (0832) 2228904, 9822386349
E-mail : advshradhakpoduval@gmail.com

NOTARY
ADV. SALOME D. NAIK
BARDEZ TALUKA
ALTO - PORVORIM
Reg. No. 297/14
Exp. DL 28/2/2024
GOVT. OF GOA (INDIA)

CERTIFICATE OF TITLE

1.- DESCRITPION OF THE PROPERTY

All that property identified as 'GANTI' commonly known as "SORVO", comprising of two Plots (i)admeasuring an area of 12,225.00 square meters surveyed under no.155/5, and (ii) admeasuring an area of 2,900.00 square meters surveyed under no.155/7 of Village Salvador do Mundo, situated at Ward Paitona, within the limits of Village Panchayat of Salvador do Mundo, Taluka and Registration Sub-District of Bardez, District North Goa, in the State of Goa, which property is not described in the Office of Land-Registrar Bardez but enrolled in the Taluka Revenue Office under Matriz Predial no.361 and 374 respectively.

The SAID PLOT surveyed under no.155/5 is bounded as under:-

Towards the North:-By an undivided part of Survey no.155 sub-division no.3 and by the property bearing Survey no.155 sub-division 4 of Village Salvador do Mundo.

Towards the South:-By Public Road further surveyed under Survey no.155 sub-division 6

Towards the East :-By the Village tarred Road.

Towards the West :-By property bearing Survey no.155 Sub-division no.7 of Village Salvador-do-Mundo.

Shradha Shirwaiker Poduval
ADVOCATE
Panaji - Goa

NOTARY
ADV. SALOME D. NAIK
BARDEZ TALUKA
ALTO - PORVORIM
Reg. No. 297/14
Exp. DL 28/2/2024
GOVT. OF GOA (INDIA)

Shradha Shirwaiker Poduval
ADVOCATE

3rd Floor, Velho Building
Panaji, Goa 403 001
Phone : (0832) 2228904, 9822386349
E-mail : advshradhakpoduval@gmail.com

NOTARY
ADV. SALOME R. NAIK
BARDEZ TALUKA
ALTO - PORVORIM
Reg. No. 297/14
Exp. Dt. 28/3/2024
GOVT. OF GOA (INDIA)

The SAID PLOT surveyed under no.155/7 is bounded as under:-

Towards the North:-By the property bearing Survey no.155 sub-division no.2 and sub-division no.3 of Village Salvador do Mundo.

Towards the South:-By a Public Road.

Towards the East :-By the property bearing Survey no.155 sub-division no.5 of Village Salvador do Mundo.

Towards the West :-By property bearing Survey no.133 Sub-division no.1 of Village Salvador-do-Mundo.

II.- LIST OF DOCUMENTS SCRUTINISED

I have examined the following documents which are valid as per the prevailing laws:-

(1).-Certificate of Matriz issued by the Head of Taluka Revenue Office Bardez.

(2).-Form I and XIV concerning Survey no.155/5, 155/7, 134/1 and 152/3 and 152/9 of Village Salvador-do-Mundo.

(3)-Extract of Inventory Proceedings filed in the year 1920 in the Court of Civil Judge Judicial Division of Ilhas initiated on the demise of Maria Isabella A. Rodrigues.

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NOTARY
ADV. SALOME C. NAIK
BARDEZ TALUKA
ALTO - PORVORIM
Reg. No. 297/14
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Extract of Inventory Proceedings filed in the year 1947 in the Court of Civil Judge Judicial Division of Ilhas initiated on the demise of Feliciano Camilo Xavier Luis Expectacao De Athaide.

(5).- Extract of Inventory Proceedings under no.564/2017/A filed in the Court of Civil Judge Senior Division at Mapusa Bardez Goa, initiated on the demise of Inocencio Fermiano De Athaide and others, along with the Order, Decree dated 31-1-2019 passed by the Court of Civil Judge Senior Division at Mapusa Bardez Goa.

(6).-Sanad dated 22-06-2022 under No.5/CNV/BAR/448/DCFN/TECH/2022-23/144 from the Office of Deputy Collector Conservator of Forest Ponda Goa.

(7).-Sanad dated 17-05-2023 under No.4/132/CNV/AC-III/2020/721 from the Office of Additional Collector-III, North Goa.

(8).-Technical Clearance Order dated 18-01-2023 under no.TPB/6493/SDM/ TCP-2012/356 from the Office of Senior Town Planner, Town and Country Planning Department, Mapusa Bardez Goa.

(9).-Construction Licence dated 06-06-2023 under no.VP/SDM/Const.Lic. no.05/2023-24/348 from the Office of Village Panchayat Salvador-do-Mundo.

(10).-Survey Plan.

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III.- FLOW OF TITLE:-

On perusal of the above listed documents produced on record I confirm that the said property belonged originally to Feleciano de Athaide, widower having allotted the same to him in Inventory Proceedings filed in the year 1920 in the Court of Civil Judge Judicial Division of Ilhas initiated on the demise of his mother late Maria Isabella A. Rodrigues.

The said Feleciano de Athaide also known as Feliciano Camilo Xavier Luis Expectacao d'Athaide was married in his first nuptial to Lucia Genoveva Fonseca alias Lucia Genoveva Fonseca e Ataide alias Lucia de Fonseca who died on 04-10-1918 and was survived by their only daughter Alice Alegrina Athaide e Pais and in his second nuptials he was married to Smt.Ofelia Mendonca e Athaide who died on 13-5-1973 being survived by the following Children:-(i)-Shri Oscar Orlando do Rosario Athaide alias Oscar Ataide, (ii)-Elsa Geneveva Isabela do Rosario Athaide and (iii)-Inocencio Fermiano Benedito do Rosario Athaide alias Incencio de Rosario Athaide.

The said Feleciano de Athaide also known as Feliciano Camilo Xavier Luis Expectacao d'Athaide expired on 02-11-1947 and upon his demise his widow Smt. Ofelia Mendoca e Athaide initiated Inventory Proceedings in the Court of Civil Judge Judicial Division of Ilhas on 22-12-1947 whereby the said property were listed at item no.3 and the same was auctioned and allotted to Shri Inocencio Fermiano Benedito do Rosario Athaide alias Inocencio de Rosario Athaide, and the same were concluded in the year 1950.

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It is observed that Shri Inocencio Fermiano Benedito do Rosario Athaide alias Inocencio de Rosario Athaide expired on 05-11-2003 and upon the demise of the said Shri Inocencio Fermiano Benedito do Rosario Athaide alias Inocencio de Rosario Athaide and others Inventory Proceedings under no.564/2017/A were initiated in the Court of Civil Judge Senior Division at Mapusa Bardez, by Shri Oscar Athaide, whereby the said property comprising of two Plots was listed at item nos.3 and 5 respectively and the same were allotted to the surviving legal heir the said Shri Oscar Orlando do Rosario Athaide alias Oscar Atalde and the same is confirmed by Order, Judgement and Decree dated 31-1-2019 passed by the Court of Civil Judge Senior Division at Mapusa Bardez Goa.

On 22-06-2022 the Office of Deputy Collector Conservator of Forest Ponda Goa issued Sanad under No.5/CNV/BAR/448/DCFN/TECH/2022-23/144 for conversion of use of land admeasuring 12,225sq.mts. from agricultural to non-agricultural purpose concerning Survey no.155/5 of Village Salvador-do-Mundo.

On 17-05-2023 the Office of Additional Collector-III, North Goa issued Sanad under No.4/132/CNV/AC-III/2020/721 for conversion of use of land admeasuring 9020sq.mts. for residencial use concerning Survey no.155/5 of Village Salvador-do-Mundo.

On 18-01-2023 the Office of Senior Town Planner, Town and Country Planning Department, Mapusa Bardez Goa issued Technical Clearance Order under no.TPB/6493/SDM/TCP-2012/356 for the proposed Construction of Residential Villas, Swimming

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Pool, and compound wall of Survey no.155/5 of Village Salvador-do-Mundo.

On 06-06-2023 the Office of Village Panchayat Salvador-do-Mundo issued Construction Licence under no.VP/SDM/Const.Lic. no.05/2023-24/348 for the proposed Construction of Residential Villas, Swimming pool, and Compound Wall of Survey no.155/5 of Village Salvador-do-Mundo.

IV.-OPINION

In the above circumstances I confirm that Shri Oscar Orlando do Rosario Athaide alias Oscar Ataide with his wife Smt. Aquila Athaide have and holds clear, absolute, valid and marketable title to the Property identified as 'GANTI' commonly known as 'SORVO', comprising of two Plots (i)-admeasuring an area of 12,225.00 square meters surveyed under no.155/5, and (ii)-admeasuring an area of 2,900.00 square meters surveyed under no.155/7 of Village Salvador do Mundo and as a lawful owner can alienate the same.

Panaji-Goa,
30/06/2023

Adv.Shradha Shirwaiker Poduval
Shradha Shirwaiker Poduval
ADVOCATE
Panaji - Goa

A. DISCLAIMER

1. This Title Opinion is based only on above facts and above mentioned documents provided to me, any court litigation /other dispute or personal/business disputes of current or

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previous owner of the Captioned Property is not subject of this Search and Title Opinion.

2. Any Court litigation/other disputes or personal/business disputes of current or previous owner of the Subject Premises are not subject of this title report. No search has been undertaken in any Courts or Tribunals.

3. It is observed that many Banks, Financial Institution or Private money lenders do not register their Equitable Mortgages. It is also observed that intimation required to be sent to the Sub-Registrar on Mortgages by Deposition of Title Deed is not done by the Banks or Financial Institutions. Therefore, details of such cannot be traceable so I submit this report only on the basis of the documents produced before me.

4. No documents are retained by me and all the documents are handed over back to the client.

CERTIFIED TRUE COPY OF THE ORIGINAL
Sr. No. 2584 DATED 04-07-2023

Mrs. Salome D. Naik
Advocate & Notary
Bardez Taluka
Alto-Porvorim, Goa
Reg. No. 297

100017176259

FORM I & XIV

नमुना नं १ व १४

Date : 05/06/2023

Taluka तालुका	BARDEZ	Survey No. सर्वे नंबर	155
Village गांव	Salvador-do-Mundo	Sub Div. No. हिस्सा नंबर	5
Name of the Field शेताचें नांव	Ganti	Tenure सत्ता प्रकार	

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

Dry Crop जिराबत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
12225.00	0.00	0.00	0.00	0.00	0.00	12225.00

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

Pot-Kharab पोट खराब

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन
0.00	0.00	0.00

Grand Total एकूण
12225.00

Remarks शेरा

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

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Oscar Ataide		735	

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

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

Details of Cropped Area पिकाखालील क्षेत्राचा तपशील

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

End of Report

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

100017176259

FORM I & XIV

नमुना नं १ व १४

Date : 05/06/2023

Taluka तालुका	BARDEZ	Survey No. सर्वे नंबर	155
Village गांव	Salvador-do-Mundo	Sub Div. No. हिस्सा नंबर	5
Name of the Field शेताचें नांव	Ganti	Tenure सत्ता प्रकार	

The record is computer generated on 05/06/2023 at 5:45:12PM as per Online Reference Number - 100017176259. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021.
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