



गोवा GOA

625464

BABAL A. DHARGALKAR
No. AC-STP-VEN/MAPUSA/77

Right Place, 2nd Floor,
Office No. D-217, Nr. Fish Market
Morod, Mapusa, Goa.



No. 103 Place of Vendor, Mapusa
Date of Issue 22/5/2020 Value of Stamp
Paper Rs. 500/- (Rupees Five hundred only)
Name of the F ISPRAVA VESTA
PRIVATE LIMITED
Residing at Son of

Signature of the
Stamp Vendor

Signature of the Buyer

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made and entered into this 22nd day of May 2020 ("Execution Date")

By and between:

M/S ISPRAVA VESTA PRIVATE LIMITED, a Company incorporated under the Companies Act 1956, and governed under the provisions of the Companies Act, 2013 having its Registered Office at First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (West), Mumbai - 400031, Maharashtra, India, registered with CIN No: U74900MH1992PTC065539, and holding Pan Card No. , represented herein by its Authorized Signatory, Mr. Sandeep

Sharma son of Vedprakash Sharma, aged 43 years, Service, Indian National, resident of 604, Dheeraj Saver Tower, Western Express Highway, Khatau Mill Compound, Borivali East, Mumbai – 400066, Maharashtra, India, hereinafter, for brevity's sake, being referred to as the **"Developer"** (which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns) **OF THE ONE PART;**

And

M/s. Casa Luxury Realty Seven LLP, a LLP Company incorporated under the Limited Liability Partnership Act 2008, and governed under the provisions of the Limited Liability Partnership Act 2008 having its Registered Office at First Floor, 42A, Impression House,, G. D. Ambekar Marg, Wadala, Mumbai, Mumbai City, Maharashtra, 400031, India, registered with LLPIN No: AAM-7949, holding Pan Card No. , represented herein by its Authorized Signatory, **Mr. Sasmit Kerlekar**, son of Vijaykumar Kerlekar, aged 33 years, Service, Indian National, resident of 1st Floor, Denisandra, 67, Gokhale Road (North), Near Portuguese Church, Dadar (West), Mumbai – 400028, hereinafter referred to as the **"Owner"** (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his heirs, assignees and successors) **OF THE OTHER PART**

The Owner and the Developer, wherever the context so requires, shall be hereinafter collectively referred to as the **"Parties"** and individually as **"Party"**.

WHEREAS

- A. The Developer is engaged in the business of comprehensive management of the development of residential bungalows and villas in the State of Goa;
- B. The developer has identified an immovable property admeasuring 2490.00 square meters bearing Survey No.436/1-A-3, bearing Old Cadastral No. 660, of the larger property known as "BORDE CHIVA" or "KATE MUNAG CHIVAR", situated at Anjuna, within the local limits of the Village Panchayat of Anjuna, Taluka and Registration Sub-District

of Bardez, District of North-Goa, Goa, (hereinafter referred to as, '*the said property*', for the sake of brevity and more particularly described in the **Schedule A** hereunder written).

- C. The Owner relying upon the due diligence carried out by the Developer and the confirmation by the Developer of clear title of ownership of M/s. Casa Luxury Realty Seven LLP the erstwhile owners of the said Land, purchased the said land on as is where is basis for the sole purpose of jointly developing the said Land hereinafter referred to as the said "**Project**" by demolishing the existing buildings or structures thereon as proposed by the Developer on the terms and conditions of this Agreement.
- D. The Developer thereafter approached the Owner for jointly developing the said Land;
- E. The Developer plans to develop and construct luxury villa(s) on the Project land;

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. TERM OF THIS AGREEMENT

This Agreement shall become immediately effective from the execution hereof and shall be valid for 60 (Sixty) months or till the full and final consideration of the villa and/or the last of the villas sold is received and the all payments received for such sale and the proceeds thereof are distributed between the Owner and the Developer, whichever is earlier. It is clarified that this Agreement shall be valid for 60 (Sixty) months from the date herein.

DEVELOPMENT RIGHTS

With a view to develop the Project as may be permitted by all concerned authorities, the Owner hereby agrees to entrust and handover to the Developer the exclusive work and right of development of the said Land on the terms hereinafter contained.

- 2. The Owner shall, for such purpose execute a power of attorney in favour of the Developer or its delegates giving all necessary powers required to carry out the work of development in respect contemplated by these presents, subject to the

Developer executing necessary indemnity in favour of the Owner for use of the Powers under the power of attorney in favour of the Developers.

3. The Owner gives license and permission to the Developer to enter upon the said Land described in Schedule 'A' hereunder written or any part thereof with full right and authority to commence, carry on and complete development thereof in accordance with the permissions.

C. DEVELOPER ROLES AND RESPONSIBILITIES

1. The Developer agrees to develop and /or cause to be developed the Project on the terms mentioned herein and as permitted by the concerned authorities.
2. By reason of its experience in constructing villas, the Developer shall, entirely at its own costs, solely undertake the construction, development, marketing and sale of the Villa/s on the said Land.
3. The Developer shall apply for, obtain entirely at its own costs and pay for all necessary permissions, etc. for the demolition of existing buildings and /or structures, if any and any other necessary clearances as may be required for the Project.
4. It is hereby agreed that in all matters relating to design, layout, number of Villas to be developed, contractors, vendors suppliers' selection, dealing with the authorities, marketing strategies for the commercial exploitation of the Project and publication of marketing collaterals viz. brochures, hoardings etc. the decision of the Developer shall be final. All the costs charges and expenses in that behalf shall be to the account of the Developer only.

The Developer shall be entitled to enter into separate contracts in its own name with building contractor, architects, Structural Engineer, RCC Consultant and other such consultants to prepare designs/plans and engage professionals for all other services that may be required for undertaking the said Project at its risk and make necessary payments /pay fees to them.

6. Subject to clause 4 above, the Developer shall be at liberty to sell and/or allot a villa/s and or rights in the villa/s and structures to be constructed on the said Land and/or to enter into any package deal or arrangement for allotment of villa/s and

structures to be constructed on the said Land at such price and on such terms and conditions and provisions as may be mutually agreed.

7. The Developer shall submit to the Owner, reports in respect of progress of work of the said Project on quarterly basis.
8. All the villas will be marketed and sold under the 'Isprava' brand.

D. OWNER'S UNDERTAKINGS

The Owner hereby declares that:

1. The Owner is entitled to enter into this Agreement with the Developer and that it has full right and authority to sign and execute the same.
2. The Owner has not done any act, deed, matter or thing whereby or reason whereof, the development of the said Land may be prevented or affected in any manner whatsoever.
3. The Owner will not and has not agreed, committed or contracted or entered into any agreement for sale or lease of the said Land or any part thereof with any person or persons other than the Developer and it will not and has not and created any mortgage, charge or any other encumbrance/s on the said Land as mentioned herein.
4. The Owner shall render all assistance and co-operation that may be required by the Developer from time to time to carry out the development work in respect of the said Land and construction and completion of the villa/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom.

Subject to clause D4 above, the Owner shall not object to any decision of the Developer pertaining to construction of the villa/s such as; design, layout, number of villas to be constructed, collaterals, branding, sale and the price of the villa/s as long as the development is in accordance with the sanctioned drawings and the governing bye laws.

6. The Owner shall not hire and /or engage any other person in connection with the development, construction, marketing of the Project or the services to be rendered by the Developer, unless this agreement is terminated.
7. The Owner shall join in the Deed/s of Sale as a confirming party executed between the Developer and the Villa purchaser/s.
8. During the pendency of the said Project, the Owner shall not assign/transfer their right, title or interest or create any third party right in the Project without the written approval of the Developer.
9. That the Owner agrees to grant and hereby grants permission to the Developer, on the completion, before completion and during construction of the Villa, to put up pictures of the said Villa (interiors and exteriors) including but not limited to the swimming pool, garden, landscaping etc. displaying on the Developer's website www.isprava.com and any other print material, etc. as the Developer may require to be made from time to time to show the quality of the work done by the Developer.

DEVELOPER'S UNDERTAKINGS

The Developer hereby declares that:

1. The Developer is entitled to enter into this Agreement with the Owner and that it has full right and authority to sign and execute the same.
2. The Developer shall complete construction of the villa/s within a period of 60 (Sixty) months from the date of executing this Agreement.
3. The Developer shall locate a purchaser/ purchasers for the villa/s. In the event the Developer cannot locate a purchaser/ purchasers for the villa/s within a period of 60 (Sixty) months from the date of executing this Agreement, the Owner shall grant the Developer a grace period as may be mutually decided upon.
4. The Developer has not done any act, deed, matter or thing whereby or reason whereof, the development of the said Land may be prevented or affected in any manner whatsoever.
5. The Developer shall not create any mortgage, charge or any other encumbrance whatsoever on the said Land except for Permitted Encumbrance. Permitted

Encumbrance shall mean the provision to finance the loan/mortgage of the buyer by depositing of the title deed or otherwise.

6. The Developer has the required resources monetary or otherwise, expertise and wherewithal to obtain required approvals/permissions/sanctions and to complete the construction of villa/s within 60 (Sixty) months from the date of execution hereof. However, in the event Developer is unable to complete the construction of the villa/s within 60 (Sixty) months from the date of execution hereof, the Owner may grant grace period as mutually agreed upon.

SALES AND DISTRIBUTION OF PROCEEDS

1. It is hereby agreed that all the proceeds from the sale of the villa or villas, as the case may be, shall be deposited in the bank account of the Developer.
2. Total proceeds from the sale of villa/s the same will be distributed between the parties in the ratio and the manner set out in Annexure A below.
3. It is agreed that the Developer shall be entitled to utilize any amounts lying in the bank account, as it deems fit and necessary only after the Owner's share is paid to the Owner.
4. All payouts to the Owner shall be net of withholding taxes, if any.
5. The Developer shall not be liable to make any payment till the Agreement to Sale is executed.
6. Upon termination of any Sale not resulting from Developer's fault, the Owner shall refund the complete payment made by the Developer with respect to the terminated Sale, within 30 (Thirty) days from such termination.

G. TERMINATION

Without prejudice to the rights of the respective parties, under this Joint Development Agreement and in law and equity, the Developer and the Owner shall not be permitted to terminate this Joint Development Agreement for convenience. However, it is clarified that the Owner may terminate this Joint Development Agreement if the Developer breaches its undertakings as set out in Clause E after giving a 45 days' notice informing the Developer about a breach and asking to rectify. The Developer shall rectify such

breach within 45 days. If the said breach is not cured within the said period, the Owner shall have a right to terminate this Joint Development Agreement.

H. FORCE MAJEURE

The parties hereby agree that this Agreement is subject to force majeure event, which, for the purpose of this Agreement, shall mean and include riots, strikes, floods, earthquake, fire, heavy rainfall or any other natural calamity, delay in receiving any permissions, NOC, sanctions and/or issuing building Occupation Certificate/s (but not arising out of any negligence or default of the Developer) from the Municipal or other local or public or competent body or authority, concerned authorities or injunctions, prohibitory orders or any directive orders of any Courts, Tribunals, Competent Authorities or notifications of the Government, Municipal or other local or public or competent body or authority under any law or statute for the time being in force which may prevent, restrict, interrupt or interfere with or delay the construction and/or completion of the said Project.

DISPUTE RESOLUTION

In the event of any dispute, difference, claim or controversy arising out of or in connection with the interpretation or implementation of this Agreement, the Parties shall make an attempt to mutually resolve the dispute without intervention of any third party within a period of 30 (Thirty) days from the date such Dispute first being notified by either Party to the other Party. However, if it cannot be so resolved, the dispute or difference arising between the Parties with respect to this Agreement or any matter in connection therewith or relating thereto shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force. The dispute shall be referred to Arbitration at the written request of either Party to the sole arbitrator mutually appointed by the Parties, and the venue of arbitration shall be Mumbai and the language of arbitration shall be English. The decision of the Arbitrator shall be final and binding on the Parties. The fees for arbitration shall be borne by the Parties equally.

INDEMNITY

1. Each Party mutually agrees to indemnify, defend and hold harmless the other Party (including such other Party's directors, employees and agents) from any claims, liabilities, damages, losses and judgments, including costs and expenses incidental thereto, directly incurred by either Party as a result of breach or non-performance, or misrepresentation or declarations as herein stated or made or negligence under this Agreement by either of the Parties.
2. Neither Party shall be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages (including, but not limited to, indirect loss of profit or future loss of profit, reputation or goodwill and damages of third parties) or expenses in connection with the performance or failure to perform any provisions of this Agreement except those arising from: -
 - i. fraudulent misrepresentation or misstatement; or
 - ii. death or personal injury caused by negligence; or
 - iii. the specific terms of any indemnity in this Agreement.
3. This Clause shall continue without limit of time and shall survive the termination of this Agreement.

K. MISCELLANEOUS

1. The stamp duty and registration charges shall be borne and paid by the Owner.
2. The Parties hereto shall bear and pay the professional charges of their respective Advocates/Solicitors.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this Joint Development Agreement on the day, month and year first hereinabove written.

, sealed and delivered by the within-named

per

a Vesta Private Limited

h its Authorised Signatory

ndeep Sharma,

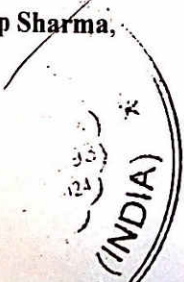
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)

)

)

Signature



the presence of:

Identified by self Aadhar card No.
(Witness)

Agneel De Oliveira

signed, sealed and delivered by the within-named

Partner

of Casa Luxury Realty Seven LLP

Through its Authorised Signatory

Sasmit Kerlekar

the presence of:

Identified by self Pan card No.
(Witness)

Nikhil B. Nagale

SCHEDULE A

(Description of "THE SAID PROPERTY")

THAT plot admeasuring 2490.00 square meters bearing Survey No.436/1-A-3, bearing Old Cadastral No. 660, of the larger property known as "BORDE CHIVA" or "KATE MUNAG CHIVAR", situated at Anjuna, within the local limits of the Village Panchayat of Anjuna, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa, said plot is neither found described in the Land Registration of Bardez nor found enrolled in the Taluka Revenue Office of Bardez (Matriz) and said plot as an independent and distinct entity is bounded as under:-

towards the North : by Property bearing Survey No.436/1-A,
towards the South : by the road

(INDIA)

about 35 years, Married, Businessman, Indian National, resident of 15, Raitan, Abdul Gaffar Khan Road, Worli Seaface, Mumbai 400030, Maharashtra, India, hereinafter, for brevity's sake, being referred to as the **"Developer"** (which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns) **OF THE ONE PART;**

And

M/s. Casa Luxury Realty Eight LLP, a LLP Company incorporated under the Limited Liability Partnership Act 2008, and governed under the provisions of the Limited Liability Partnership Act 2008 having its Registered Office at First Floor, 42A, Impression House,, G. D. Ambekar Marg, Wadala, Mumbai, Mumbai City, Maharashtra, 400031, India, registered with LLPIN No: AAN-0699, holding Pan Card No. [REDACTED] represented herein by its **DESIGNATED PARTNER, Mr. Piyush Tewari**, son of Mr. Kishore Kumar Tewari, aged about 38 years, Unmarried, Businessman, Indian National, residing at Flat No. 701, Tower - 08, Sector R2, Amanora Park Town, Hadapsar, Pune City, Pune - 411028, hereinafter referred to as the **"Owner"** (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his heirs, assignees and successors) **OF THE OTHER PART**

The Owner and the Developer, wherever the context so requires, shall be hereinafter collectively referred to as the **"Parties"** and individually as **"Party"**.

WHEREAS

- A. The Developer is engaged in the business of comprehensive management of the development of residential bungalows and villas;
- B. The Developer has identified an immovable property known as "Borde Chiva" or "Kate Munag Chivar", bearing Old Cadastral Survey No.660, totally admeasuring an area of 1055 sq.mts., situated at Village Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, bearing Survey No. 436 Sub Division No.1-A of Village Anjuna (hereinafter referred to as, '*the said property*', for the sake of brevity and more particularly described in the **Schedule A** hereunder written).
- C. The Owner relying upon the due diligence carried out by the Developer and the confirmation by the Developer of clear title of ownership of M/s. Casa Luxury Realty Eight LLP the erstwhile owners of the said Land, purchased the said land on as is where is basis for the sole purpose of jointly developing the said Land



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hereinafter referred to as the said “**Project**” by demolishing the existing buildings or structures thereon as proposed by the Developer on the terms and conditions of this Agreement.

- D. The Developer thereafter approached the Owner for jointly developing the said Land;
- E. The Developer plans to develop and construct luxury villa(s) on the Project land;

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. TERM OF THIS AGREEMENT

This Agreement shall become immediately effective from the execution hereof and shall be valid for 60 (Sixty) months or till the full and final consideration of the villa and/or the last of the villas sold is received and the all payments received for such sale and the proceeds thereof are distributed between the Owner and the Developer, whichever is earlier. It is clarified that this Agreement shall be valid for 60 (Sixty) months from the date herein.

B. DEVELOPMENT RIGHTS

1. With a view to develop the Project as may be permitted by all concerned authorities, the Owner hereby agrees to entrust and handover to the Developer the exclusive work and right of development of the said Land on the terms hereinafter contained.
2. The Owner shall, for such purpose execute a power of attorney in favour of the Developer or its delegates giving all necessary powers required to carry out the work of development in respect contemplated by these presents, subject to the Developer executing necessary indemnity in favour of the Owner for use of the Powers under the power of attorney in favour of the Developers.
3. The Owner gives license and permission to the Developer to enter upon the said Land described in Schedule ‘A’ hereunder written or any part thereof with full right and authority to commence, carry on and complete development thereof in accordance with the permissions.

C. DEVELOPER ROLES AND RESPONSIBILITIES

1. The Developer agrees to develop and /or cause to be developed the Project on the terms mentioned herein and as permitted by the concerned authorities.



[Signature] 3



2. By reason of its experience in constructing villas, the Developer shall, entirely at its own costs, solely undertake the construction, development, marketing and sale of the Villa/s on the said Land.
3. The Developer shall apply for, obtain entirely at its own costs and pay for all necessary permissions, etc. for the demolition of existing buildings and /or structures, if any and any other necessary clearances as may be required for the Project.
4. It is hereby agreed that in all matters relating to design, layout, number of Villas to be developed, contractors, vendors suppliers' selection, dealing with the authorities, marketing strategies for the commercial exploitation of the Project and publication of marketing collaterals viz. brochures, hoardings etc. the decision of the Developer shall be final. All the costs charges and expenses in that behalf shall be to the account of the Developer only.
5. The Developer shall be entitled to enter into separate contracts in its own name with building contractor, architects, Structural Engineer, RCC Consultant and other such consultants to prepare designs/plans and engage professionals for all other services that may be required for undertaking the said Project at its risk and make necessary payments /pay fees to them.
6. Subject to clause 4 above, the Developer shall be at liberty to sell and/or allot a villa/s and or rights in the villa/s and structures to be constructed on the said Land and/or to enter into any package deal or arrangement for allotment of villa/s and structures to be constructed on the said Land at such price and on such terms and conditions and provisions as may be mutually agreed.
7. The Developer shall submit to the Owner, reports in respect of progress of work of the said Project on quarterly basis.
8. All the villas will be marketed and sold under the 'Isprava' brand.

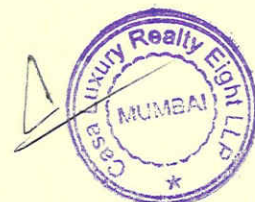
D. OWNER'S UNDERTAKINGS

The Owner hereby declares that:

1. The Owner is entitled to enter into this Agreement with the Developer and that it has full right and authority to sign and execute the same.
2. The Owner has not done any act, deed, matter or thing whereby or reason whereof, the development of the said Land may be prevented or affected in any manner whatsoever.
3. The Owner will not and has not agreed, committed or contracted or entered into any agreement for sale or lease of the said Land or any part thereof with any person or persons other than the Developer and it will not and has not and created any mortgage, charge or any other encumbrance/s on the said Land as mentioned herein.



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4



4. The Owner shall render all assistance and co-operation that may be required by the Developer from time to time to carry out the development work in respect of the said Land and construction and completion of the villa/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom.
5. Subject to clause D4 above, the Owner shall not object to any decision of the Developer pertaining to construction of the villa/s such as; design, layout, number of villas to be constructed, collaterals, branding, sale and the price of the villa/s as long as the development is in accordance with the sanctioned drawings and the governing bye laws.
6. The Owner shall not hire and /or engage any other person in connection with the development, construction, marketing of the Project or the services to be rendered by the Developer, unless this agreement is terminated.
7. The Owner shall join in the Deed/s of Sale as a confirming party executed between the Developer and the Villa purchaser/s.
8. During the pendency of the said Project, the Owner shall not assign/transfer their right, title or interest or create any third party right in the Project without the written approval of the Developer.
9. That the Owner agrees to grant and hereby grants permission to the Developer, on the completion, before completion and during construction of the Villa, to put up pictures of the said Villa (interiors and exteriors) including but not limited to the swimming pool, garden, landscaping etc. displaying on the Developer's website www.isprava.com and any other print material, etc. as the Developer may require to be made from time to time to show the quality of the work done by the Developer.

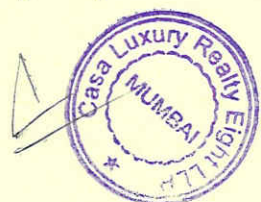
E. DEVELOPER'S UNDERTAKINGS

The Developer hereby declares that:

1. The Developer is entitled to enter into this Agreement with the Owner and that it has full right and authority to sign and execute the same.
2. The Developer shall complete construction of the villa/s within a period of 60 (Sixty) months from the date of executing this Agreement.
3. The Developer shall locate a purchaser/ purchasers for the villa/s. In the event the Developer cannot locate a purchaser/ purchasers for the villa/s within a period of 60 (Sixty) months from the date of executing this Agreement, the Owner shall grant the Developer a grace period as may be mutually decided upon.



[Signature] 5



4. The Developer has not done any act, deed, matter or thing whereby or reason whereof, the development of the said Land may be prevented or affected in any manner whatsoever.
5. The Developer shall not create any mortgage, charge or any other encumbrance whatsoever on the said Land except for Permitted Encumbrance. Permitted Encumbrance shall mean the provision to finance the loan/mortgage of the buyer by depositing of the title deed or otherwise.
6. The Developer has the required resources monetary or otherwise, expertise and wherewithal to obtain required approvals/permissions/sanctions and to complete the construction of villa/s within 60 (Sixty) months from the date of execution hereof. However, in the event Developer is unable to complete the construction of the villa/s within 60 (Sixty) months from the date of execution hereof, the Owner may grant grace period as mutually agreed upon.

F. SALES AND DISTRIBUTION OF PROCEEDS

1. It is hereby agreed that all the proceeds from the sale of the villa or villas, as the case may be, shall be deposited in the bank account of the Developer.
2. Total proceeds from the sale of villa/s the same will be distributed between the parties in the ratio and the manner set out in Annexure A below.
3. It is agreed that the Developer shall be entitled to utilize any amounts lying in the bank account, as it deems fit and necessary only after the Owner's share is paid to the Owner.
4. All payouts to the Owner shall be net of withholding taxes, if any.
5. The Developer shall not be liable to make any payment till the Agreement to Sale is executed.
6. Upon termination of any Sale not resulting from Developer's fault, the Owner shall refund the complete payment made by the Developer with respect to the terminated Sale, within 30 (Thirty) days from such termination.

G. TERMINATION

Without prejudice to the rights of the respective parties, under this Joint Development Agreement and in law and equity, the Developer and the Owner shall not be permitted to terminate this Joint Development Agreement for convenience. However, it is clarified that the Owner may terminate this Joint Development Agreement if the Developer breaches its undertakings as set out in Clause E after giving a 45 days' notice informing the Developer about a breach and asking to rectify. The Developer shall rectify such breach within 45 days. If the said breach is not cured within the said period, the Owner shall have a right to terminate this Joint Development Agreement.



[Signature] 6



H. FORCE MAJEURE

The parties hereby agree that this Agreement is subject to force majeure event, which, for the purpose of this Agreement, shall mean and include riots, strikes, floods, earthquake, fire, heavy rainfall or any other natural calamity, delay in receiving any permissions, NOC, sanctions and/or issuing building Occupation Certificate/s (but not arising out of any negligence or default of the Developer) from the Municipal or other local or public or competent body or authority, concerned authorities or injunctions, prohibitory orders or any directive orders of any Courts, Tribunals, Competent Authorities or notifications of the Government, Municipal or other local or public or competent body or authority under any law or statute for the time being in force which may prevent, restrict, interrupt or interfere with or delay the construction and/or completion of the said Project.

I. DISPUTE RESOLUTION

In the event of any dispute, difference, claim or controversy arising out of or in connection with the interpretation or implementation of this Agreement, the Parties shall make an attempt to mutually resolve the dispute without intervention of any third party within a period of 30 (Thirty) days from the date such Dispute first being notified by either Party to the other Party. However, if it cannot be so resolved, the dispute or difference arising between the Parties with respect to this Agreement or any matter in connection therewith or relating thereto shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force. The dispute shall be referred to Arbitration at the written request of either Party to the sole arbitrator mutually appointed by the Parties, and the venue of arbitration shall be Mumbai and the language of arbitration shall be English. The decision of the Arbitrator shall be final and binding on the Parties. The fees for arbitration shall be borne by the Parties equally.

J. INDEMNITY

1. Each Party mutually agrees to indemnify, defend and hold harmless the other Party (including such other Party's directors, employees and agents) from any claims, liabilities, damages, losses and judgments, including costs and expenses incidental thereto, directly incurred by either Party as a result of breach or non-performance, or misrepresentation or declarations as herein stated or made or negligence under this Agreement by either of the Parties.



2. Neither Party shall be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages (including, but not limited to, indirect loss of profit or future loss of profit, reputation or goodwill and damages of third parties) or expenses in connection with the performance or failure to perform any provisions of this Agreement except those arising from: -
 - i. fraudulent misrepresentation or misstatement; or
 - ii. death or personal injury caused by negligence; or
 - iii. the specific terms of any indemnity in this Agreement.
3. This Clause shall continue without limit of time and shall survive the termination of this Agreement.

K. MISCELLANEOUS

1. The stamp duty and registration charges shall be borne and paid by the Owner.
2. The Parties hereto shall bear and pay the professional charges of their respective Advocates/Solicitors.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this Joint Development Agreement on the day, month and year first hereinabove written.

Signed, sealed and delivered by the within-named

Partner)
M/s Casa Luxury Realty Eight LLP)
 Through its Designated Partner)
Mr. Piyush Tewari)
 In the presence of:)
)
)
 (Witness))



Signed, sealed and delivered by the within-named

Developer)
Isprava Vesta Private Limited)
 Through its Authorised Signatory)
Mr. Nibhrant Shah, Director)
 In the presence of:)
)
)
 (Witness))



SCHEDULE A
(Description of "THE SAID PROPERTY")

All that undivided area admeasuring 1055 sq. mts., forming a part of the property known as "Borde Chiva" or "Kate Munag Chivar", bearing survey no.436 sub division no.1-A, admeasuring 1342 sq. mts. bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz.

The Said Property is bounded as under:

On the East : By the property bearing survey no.436/1-A-1, survey no.436/1-A-2 and the road;

On the West : By the road;

On the North : By the property bearing survey no.440/1-A;

On the South : By remaining part of the property bearing survey no.436/1-A-3.



for CITIZEN CREDITTM
CO-OP BANK LTD

Authorised Signatory

(Rupees Sixteen Lakhs Eight thousand Two hundred Only)

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

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

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Name of Purchaser CASA LUXURY REALTY SEVEN LLP

2019-BRZ-4216
23-12-2019



DEED OF SALE

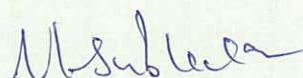
THIS DEED OF SALE is executed at Mapusa, Goa, on this 23rd day of December of the year 2019.

BETWEEN

MR. RAHUL RAMESH SHAH, son of Ramesh Shah, 36 years of age, having PAN Card bearing no. [REDACTED] Aadhaar Card bearing no. [REDACTED], Ph.:+919892019983, Email ID:rahulshah@sumergroup.co.in, Indian National, married, resident of 1201/1202, Sumer Heights, Dr. K. M. Munshi Marg, opp. Bhawans College, Chowpatty Mumbai-400 007, hereafter referred to as the **"VENDOR"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

CASA LUXURY REALTY SEVEN LLP, a Limited Liability Partnership, bearing LLP Identification No.AAN-0636, PAN Card bearing no. [REDACTED], Email ID: cs@isprava.com, Ph.: 022-40007777 and having its registered office at First Floor, 42A, Impression House, G.D. Ambekar Marg, Wadala, Mumbai-400031, represented herein by its Designated Partner **MR. VISHAL LAXMAN SUBHEDAR**, son of Laxman Rajaram Subhedar, 47 years of age, Indian National, having PAN Card bearing no. [REDACTED], Aadhaar Card bearing no. [REDACTED] and resident of 17/3, Laxmi Niwas, Gokhale Road (South), Jakhadevi Chowk Dadar (West), Mumbai-400028, duly authorised vide LLP Resolution dated 09th December 2019, hereafter referred to as the **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof, be



deemed to mean and include its successors and assigns) of the **SECOND PART.**

("The **VENDOR** and the **PURCHASER** shall collectively be referred to as "the Parties".)

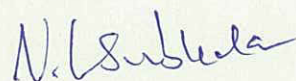
WHEREAS:

- 
- A.1. One Jacob Cruz was originally the owner in possession of the property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 4922 sq. mts., bearing Old Cadastral Survey No.660 and new survey no.436 sub division no.1-A, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, shall hereinafter be referred to as the "**Said Entire Property**".
2. The said Jacob Cruz was recorded as the Owner of the Said Entire Property in the Act of Demarcation dated 15th February 1933, carried out by the Land Surveyor in terms of the Legislative Diploma No.764 of 26th November 1934 and in the Registration of the Land Surveyor (i.e. Registo Do Agrimensor) and in the Index of Land of Village Anjuna, with respect to the property bearing Cadastral Survey no.660.
3. Pursuant thereto, Inventory Proceedings no.247/1997 were initiated before the Civil Judge Senior Division at Mapusa, Goa, by one Lawrence Conceicao Alvares alias Lourencinho Alvares, son of Late



Joao Manuel Francisco Da Cruz Alvares and Late Edeltrudes Da Cruz, for partition of the estate of 1. Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De Cruz, 2. Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares, 3. Estella Alvares alias Stella Alvares, 4. Leofredo Agenor de Gouvea Pinto, 5. Ludovico Inacio alias Ludovico Alvares, 6. Gertrude Alvares alias Gurty Alvares, 7. Delfina Alvares alias Delphine Alvares and 8. Beryl Alvares Gouveia Pinto (hereinafter referred to as the "deceased heirs").

4. In the said Inventory Proceedings, it was stated that
- a. The said Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De Cruz expired as a bachelor on 01st September 1964 in Bombay, without any descendants or ascendants and without leaving any Will of his last disposition, leaving behind his sisters Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares and Edeltrudes Da Cruz.
 - b. The said Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares was married to one Pedro Ceaser Alvares. The said Pedro Ceaser Alvares expired on 19th October 1943 and the said Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares expired on 21st December 1971, leaving behind the following children as their sole and universal heirs:

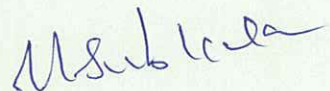


- a. Estella Alvares alias Stella Alvares;
- b. Ludovico Alvares;
- c. Gertrude Alvares alias Gurty Alvares;
- d. Delfina Alvares alias Delphine Alvares;
- e. Beryl Alvares Gouveia Pinto.

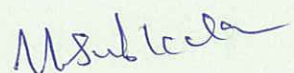
c. The said Estella Alvares alias Stella Alvares expired as a spinster on 09th April 1983, Ludovico Alvares expired on 13th March 1986, Gertrude Alvares alias Gurty Alvares expired as a spinster on 03rd March 1989 and Delfina Alvares alias Delphine Alvares expired as a spinster on 08th September 1996. The said Beryl Alvares Gouveia Pinto was married to Leofredo Agenor de Gouvea Pinto. The said Leofredo Agenor de Gouvea Pinto expired on 10th February 1985 and the said Beryl Alvares Gouveia Pinto expired on 06th January 1997.

d. The Said Entire Property was listed as Item No.1 in the List of Assets dated 12th December 1997 filed in the aforementioned Inventory Proceedings.

e. Vide Order dated 01st April 1998, the Said Entire Property came to be allotted to Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares.



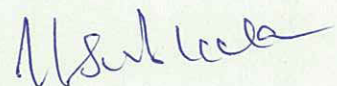
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5. The said Edultrudes da Cruz was married to one Joao Manuel Francisco da Cruz Alvares. The said Joao Manuel Francisco da Cruz Alvares expired on 17th May 1916 and Edultrudes da Cruz expired on 15th November 1916, leaving behind their only son Lawrence Conceicao Alvares alias Lourencinho Alvares as their heir.
 6. Subsequently, vide Agreement for Sale dated 02nd August 1997, executed before Notary N.S. Porob, by Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares as the "Prospective Vendors" and Santosh Srinivas Naik as the "Prospective Purchaser", the Prospective Vendors agreed to sell to the Prospective Purchaser, the balance area admeasuring 2461 sq. mts. (i.e. Northern Part), forming a part of the Said Entire Property. In the said Agreement for Sale, it has been stated that vide Agreement for Sale dated 16th May 1997, Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares had already agreed to sell to Mr. Santosh Srinivas Naik, an area admeasuring 2461 sq. mts. (i.e. Southern Part), forming a part of the Said Entire Property.
 7. Pursuant to mutation entry bearing no. 468, the name of Lawrence Conceicao Alvares alias Lourencinho Alvares was recorded as the co-occupant of the property bearing survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa, i.e. the Said Entire Property.
 8. Vide Deed of Sale dated 22nd October 1999, duly registered in the office of the Sub Registrar of Bardez under no.1675 of Book No.I,





Volume No.684 dated 25th October 1999, 1.Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife 2.Leonildes Pinto e Alvares therein referred to as the "Vendors" and 1.Hanuman Srinivas Naik alias Hanuman Srinivas Nayak, 2. Santosh Srinivas Naik and 3.Smita Srinivas Naik alias Smita Shrinivas Nayak, therein referred to as the "Purchasers", the Vendors sold to the Purchasers, their right, title and interest with respect to a plot of land admeasuring 2490 sq.mts., forming a part of the Said Entire Property, on the terms and conditions recorded therein. The Vendor No.2 therein was represented by her lawful attorney Lawrence Conceicao Alvares alias Lourencinho Alvares duly constituted vide Power of Attorney dated 21st October 1999 executed before Notary S. V. Thali. The Purchasers therein were represented by their lawful attorney Kanti Narayan Assagaokar duly constituted vide Power of Attorney dated 20th October 1999 executed before Notary S. V. Thali. The property admeasuring 2490 sq. mts., forming a part of the Said Entire Property, surveyed under survey no. 436/1-A-3, situated at Village Anjuna, shall hereinafter for the sake of brevity be referred to as the "**Said Property**" and is more particularly described in **SCHEDULE I** to this Deed of Sale.

9. Pursuant to mutation entry bearing no.673, the names of 1.Hanuman Srinivas Naik alias Hanuman Srinivas Nayak, 2.Santosh Srinivas Naik and 3. Smita Srinivas Naik alias Smita Shrinivas Nayak were recorded in the occupants column as co-owners in the Form I and XIV with respect to **Said Property**.





10. Vide Deed of Sale dated 28th September 2006, duly registered in the office of the Sub Registrar of Bardez under no.5123 at pages 296 to 312 of Book No.I, Volume No.1833 dated 10th October 2006, Smita Shrinivas Nayak and her husband Debashish Majumdar, therein referred to as the "Vendors" and Santosh Srinivas Naik alias Santosh Shrinivas Nayak, therein referred to as the "Purchaser", the Vendors sold to the Purchaser, their undivided share in the **Said Property**, on the terms and conditions recorded therein. The Vendors and the Purchaser therein were represented by their lawful attorney Hanuman Shrinivas Nayak alias Hanuman Srinivas Naik duly constituted vide Power of Attorney dated 19th April 2006 executed before Notary P.G. Narulkar and registered under no.537/06.

11. Vide Deed of Sale dated 20th December 2006, registered in the office of the Sub Registrar of Bardez under no.6421 at pages 295 to 312 of Book No.I, Volume No.1931 dated 28th December 2006, 1.Santosh Srinivas Naik alias Santosh Shrinivas Nayak, his wife 2. Doris Jean Naik alias Doris Jean Richmond, 3. Hanuman Srinivas Naik alias Hanuman Srinivas Nayak and his wife 4. Sapna H. Naik alias Sapna H. Nayak, therein referred to as the "Vendors" and Rahul Shah, therein referred to as the "Purchaser", the Vendors sold the **Said Property** to the Purchaser, on the terms and conditions recorded therein. The Vendor Nos.1 and 2 were represented by their attorney Hanuman Srinivas Naik alias Hanuman Srinivas Nayak duly constituted vide Power of Attorney dated 03rd July 2006 executed



before Mary Jane Briers, Notary Public, State of West Virginia and seen in the Consular Section of the Embassy of India, Washington DC on 11th July 2006.

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12. By virtue of the aforementioned Deed of Sale dated 20th December 2006, the Vendor is the absolute owner of the **Said Property**.
 13. Pursuant to mutation entry bearing no.51890, the name of Rahul Shah was recorded in the occupant column in the Form I and XIV with respect to the **Said Property**.
 14. Upon perusal of the Nil Encumbrance Certificate dated 16th July 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, it appears that there are no encumbrances affecting the **Said Property** for the period 28th December 2006 to 16th July 2019.
 15. Vide Order bearing reference no. TPB/5744/ANJ/TCP-19/3943 dated 26th June 2019, issued by the office of the Town and Country Planning Department, Technical Clearance was granted for carrying out proposed construction of residential Villas A and B on the **Said Property**.
 16. As per the Land Use Zoning Information bearing reference no.TPBZ/ZON/6834/ANJ/TCP-19/4426 dated 25th September 2019 issued by the Office of the Town & Country Planning Department, the **Said Property** falls under "Settlement Zone", as per the Regional Plan for Goa 2021.



17. As per the Nil Encumbrance Certificate dated 08th November 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, there are no encumbrances affecting the **Said Property** for the period 20th December 2006 to 06th November 2019.

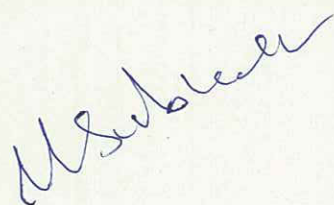
18. Pursuant to issuance of the Public Notice dated 08th October 2019 published in the Navhind Times (in English) and Gomantak (in Marathi), with respect to the **Said Property**, no claims and/or objections and/or Notice and/or Letters and/or any written correspondence were received.

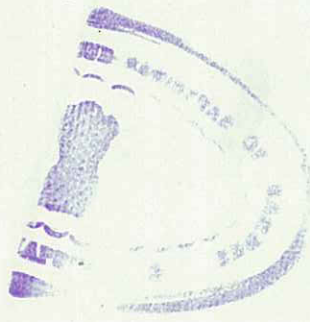
19. The Vendor herein has left an area admeasuring 221 sq. mts., forming a part of the Said Property, for a Public Road and encroachments.

20. The balance area admeasuring 2269 sq.mts. forming a part of the Said Property, surveyed under survey no. 436/1-A-3, situated at Village Anjuna, shall hereinafter for the sake of brevity be referred to as the "**Said Plot**", which is bounded by a compound wall by the Vendor.

21. The Purchaser has independently verified the title of the Vendor in respect of the **Said Property** and is fully satisfied with the same.

B. The Vendor herein is now desirous of selling and transferring to the Purchaser herein, all right, title and interest in respect of the **Said Property**, being all that property known as "Borde Chiva" or "Kate Munag Chivar", bearing survey no.436 subdivision no.1-A-3, admeasuring





2490 sq. mts, bearing Old Cadastral Survey No.660,situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, which Property is more particularly described in the **Schedule I** hereunder written to this Deed of Sale and is shown in Red colour boundary line on the plan annexed as "**Annexure A**".

- C. Pursuant to the negotiations between the Vendor and the Purchaser, and the Purchaser relying on the representations, assurances and warranties of the Vendor as stated herein and believing the same to be true and correct, the Purchaser has agreed to purchase and acquire all the right, title and interest of the Vendor in the **Said Property** free from all or any encumbrances, claims and demands of whatsoever nature for the aggregate consideration of Rs. 2,93,55,188/- (Rupees Two Crores Ninety Three Lakhs Fifty Five Thousand One Hundred and Eighty EightOnly) and on the terms and conditions hereinafter stated.
- D. The Vendor has further represented, assured and warranted to the Purchaser as follows:
1. The title of the Vendor to the **Said Property** is clear, marketable and free from any encumbrances whatsoever;





2. The Vendor is in exclusive use, occupation and possession of the **Said Plot** and has not parted with the possession of the **Said Plot** to any other person;
3. The **Said Property** is not reserved for any public purpose;
4. The tenure of the **Said Property** is freehold;
5. Neither the Vendor nor anyone on their behalf has otherwise entered into any agreement or arrangement whether oral or written for sale or otherwise transferred or dealt with the **Said Property** or any part thereof or created any right or interest in favour of any third party in respect of the **Said Property** ;
6. There are no prohibitory orders or any attachment orders of or otherwise any liabilities in respect of the **Said Property** or any part thereof;
7. There are no income tax, wealth tax, sales tax or other taxation proceedings, whether for recovery or otherwise, initiated by any taxation authorities or local authorities pending, whereby the **Said Property** or any part thereof is in any way affected and/or jeopardized;
8. There are no suits, revenue proceedings or any other proceedings or arbitrations under any law for the time being in force filed by and/or against the Vendor herein before any person, court, authority or tribunal in which an award, order, decree or injunction has been passed, which may result in the attachment and/or sale of the **Said Property** and/or any part thereof and/or the right, title, share and interest of the Vendor in

the **Said Property** nor does the Vendor have any reasonable apprehension of any event or circumstance likely to give rise to or result in such suit, proceeding or arbitration.

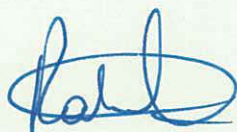
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9. The Vendor states that the **Said Property** is unencumbered and free from any mortgage, charge, lien, claims or demand in or over the same or any part thereof either by way of sale, exchange, mortgage, trust, lease, tenancy, sub-tenancy, leave and license, lispendens, inheritance or otherwise.
 10. No notice from any Government, Village Panchayat, or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition Act, the Town planning Act, the Panchayat Raj Act, the Income Tax Act or any other statute has been received or served through registered post or hand delivery upon the Vendor in respect of the right, title and interest in the **Said Property** or any part thereof which restricts or may restrict the execution of these presents.
 11. There is no injunction or any other prohibitory order or any attachment order from any Court, Tribunal, Collector, Revenue Authority, Village Panchayat, etc. thereby restraining or disentitling the Vendor from dealing with and/or disposing his right, title, interest and share in the **Said Property** or entering into these presents.
 12. Neither the Vendor nor any person/s claiming by, through or under him have created any adverse rights and/or entered into any Agreement for Sale or otherwise created any adverse rights





in respect of his right, title and interest in the **Said Property** or any part thereof or executed any Power of Attorney authorizing sale of his right, title, interest and share in the **Said Property** or taken any deposit in the form of earnest money deposit or otherwise whereby the Vendor is prevented from entering into these presents with the Purchaser.

13. No loans or financial assistance are availed by the Vendor from any Banks and other financial institutions against his right, title and interest in the **Said Property**
14. Till date no formal possession of the **Said Property** or any part thereof has been taken over by any local authorities or authorities of Central or State Government and no benefits or compensation in lieu thereof has been received /obtained by the Vendor herein.
15. All the panchayat taxes, rates, assessments, duties, land revenue, water charges, etc. payable by the Vendor to the Village Panchayat, State or Central Government and any other concerned authority in respect of the **Said Property** have been paid till the date of execution of these presents.
16. The Vendor has all necessary approvals and permissions required under the Applicable Laws (to mean and include all laws, statutes, ordinances, regulations, guidelines, policies and other pronouncements by any State, Governmental Authority having the force of law in India) and is entitled to enter into this Deed and perform all the obligations and do all such acts as may



be necessary for the consummation of the transaction contemplated herein and that no further approvals or permissions are required from any authority under the Applicable Laws.



E. The market value of the **Said Property** hereby sold and transferred is Rs.3,57,36,750/- (Rupees Three Crores Fifty Seven Lakhs Thirty Six Thousand Seven Hundred and Fifty Only) and stamp duty of Rs.16,08,200/- (Rupees Sixteen Lakhs Eight Thousand and Two Hundred Only) is paid on this Deed of Sale.

F. The parties to this Deed of Sale hereby declare that they do not belong to the Scheduled Caste/Scheduled Tribe as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1976.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

That in consideration of the aforesaid and relying upon the representations and declarations of the Vendor, the Purchaser has agreed to pay to the Vendor an aggregate consideration of Rs. 2,93,55,188/- (Rupees Two Crores Ninety Three Lakhs Fifty Five Thousand One Hundred and Eighty Eight Only), being the full and final consideration payable by the Purchaser to the Vendor, which has been paid by the Purchaser to the Vendor, as more particularly described hereunder:



- 
- a. Amount of Rs.2,90,61,636/- (Rupees Two Crores Ninety Lakhs Sixty One Thousand Six Hundred and Thirty Six Only) paid vide Demand Draft bearing no.490033 dated 17th December 2019, drawn on AXIS Bank on the execution hereof. (The payment and receipt whereof the Vendor doth hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser).
- b. In view of the notification dated 1st June 2013, the Purchaser has paid towards Tax Deducted at Source, an amount of Rs.2,93,552/- (Rupees Two Lakhs Ninety Three Thousand Five Hundred and Fifty Two Only) on 17th December 2019, being 1% of the total consideration amount. Copy of the Tax Payer Counterfoil of deduction of Tax under section 194-1 A is annexed hereto as **ANNEXURE "B"**.

Upon the receipt of the entire consideration as aforesaid, The Vendor does hereby grant, sell, convey, transfer and assure unto the Purchaser, free from all encumbrances, all his right, title, interest, claim and possession of the **Said Property**, being all that property known as "Borde Chiva" or "Kate Munag Chivar", bearing survey no.436/1-A-3, admeasuring 2490 sq.mts., bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, which Property is more particularly described in the **Schedule I** hereunder written to this Deed of Sale and is shown in Red colour boundary line on the plan annexed as





"Annexure A", TOGETHER WITH all structures, fencing, compound walls, edifices, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the **Said Property** or land or ground hereditaments and premises or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or to be appurtenant thereto and to exclusively be entitled to all benefits and privileges with right to exclusive appropriation thereof **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the Vendor into out of or upon the **Said Property** or any part thereof **AND TO HAVE AND TO HOLD** all and singular the **Said Property**, hereditaments and premises hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their rights, members and appurtenances **UNTO AND TO THE USE** and benefit of the Purchaser, his heirs, successors and assigns absolutely forever to possess, use and enjoy by the Purchaser, his heirs, successors and assigns from generation to generation freely and absolutely with full right of enjoyment and possessing the **Said Property** free from all encumbrance, charges, lien, right or demand of any kind whatsoever except the said Public road and encroachments thereon **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Panchayat or any other public body or local authority in respect thereof by





the Vendor for the period upto the date of these presents **AND** the water and electricity connections, if any, pertaining to the **Said Property** shall stand transferred in the name of the Purchaser **AND** the Vendor do hereby acknowledge that the Purchaser is now the owner of the **Said Property** **AND** THE Vendor do hereby covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for him made done committed omitted or knowingly or willingly suffered to the contrary **AND THAT** the Vendor now has in itself good right full power and absolute authority to grant, release, convey, transfer and assure the **Said Property** hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the Purchaser **AND THAT** it shall be lawful for the Purchaser from time to time at all times hereafter peaceably and quietly to hold, enter upon, have, use, occupy, possess and enjoy the **Said Property** hereby granted, conveyed, transferred and assured every part thereof with its appurtenances and receive the rents issues and profits thereof and of every part thereof to and for his own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or their heirs, executors and administrators or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them **AND THAT** free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Purchaser, the Vendor shall keep sufficiently saved, defended, kept harmless and indemnify the Purchaser of from and against all estates, title, charge and encumbrances whatsoever either already or hereafter had made,





executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for him in respect of the **Said Property** or in the event of any representative statements, warranties and covenants of the Vendor being incorrect and untrue.

AND further the Vendor, their heirs, executors and administrators do hereby indemnify and keep indemnified the Purchaser of, from and against all actions, suits, proceedings, claims, demands, penalties, liabilities and costs, charges and expenses, which may be taken, brought or made against or which may be suffered, sustained or incurred by the Purchaser in consequence of any breach, default or violation committed by the Vendor or their agents, in the due compliance or observance of any law, rule or regulation of the Government or any statutory authority or local body concerning the purchase, holding, occupation, renting or any matters incidental thereto or otherwise howsoever in relation to the **Said Property** or due to any of the said assurances or representations, warranties, declarations or covenants of the Vendor under this Deed being incorrect, **AND FURTHER** the Vendor and their heirs, executors and administrators shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, do and execute or cause to be done and executed, all such further and other lawful and reasonable acts, deeds, matters and things, conveyance and assurances in law whatsoever for the better further and more perfectly and absolutely granting conveying and assuring the **Said Property** and every part thereof unto and to the use of the Purchaser in the



manner aforesaid and as shall be required by the Purchaser, his heirs, successors or assigns.



AND THAT the Vendor confirms and records that on execution of these presents the **Said Property** and all the benefits, right title and interest therein has vested in the Purchaser and that they have put the Purchaser in quiet, peaceful and vacant possession of the **Said Property** as owner thereof.

AND the Vendor do hereby agree and undertake to sign and execute such Deeds, Documents, Agreements, Forms, Affidavits, Applications, letters, NOC's, etc. as the Purchaser may require for effectively transferring the right title and interest in the **Said Property** in favour of and in the name of the Purchaser in the revenue records and in such other Government and Semi Government records including the electricity bill, the water bill, the Panchayat Tax and as may be required and to do all other acts, deeds matters and things in relation thereto solely at the cost of the Purchaser;

AND THE Vendor further declares that they have No Objection for the inclusion of the name of the Purchaser in the Form I and XIV of the **Said Property** and shall execute all documents granting their No objection for the same.

AND THE Vendor **FURTHER DECLARES THAT** they have on execution hereof handed over to the Purchaser the deeds, documents, writings, vouchers, and other evidences of title relating to the **Said Property** which were in their possession prior to the execution hereof .



AND THAT the stamp duty and registration charges incidental to this Deed shall be paid by the Purchaser.

SCHEDULE I

Description of "THE SAID PROPERTY"

All that property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 2490 sq. mts., bearing new survey no.436 sub division no.1-A-3, bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz.

The Said Property is bounded as under:

On the East : By the road;

On the West : By property bearing survey no.436/1;

On the North : By the property bearing survey no.436/1-A;

On the South : By the road.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first hereinabove written.



SIGNED AND DELIVERED)
BY THE WITHIN NAMED VENDOR)
MR. RAHUL RAMESH SHAH)





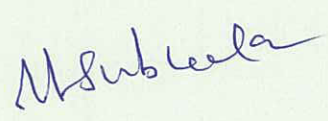
LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS







Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 23-Dec-2019 15:15:45
Date of Receipt: 23-Dec-2019

Receipt No : 2019-20/9/3276
Serial No. of the Document : 2019-BRZ-4216
Nature of, Document : **Conveyance - 22**
Received the following amounts from **Vishal Laxman Subhedar** for Registration of above Document in Book-1 for the year 2019

Registration Fee	1250790	E-Challan	• Challan Number : 201901435396 • CIN Number : CPX1615916	1250790
Processing Fee	440	E-Challan	• Challan Number : 201901435396 • CIN Number : CPX1615916	440
Total Paid	1251230 (Rupees Twelve Lakhs Fifty One Thousands Two Hundred And Thirty only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

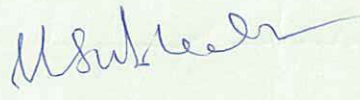
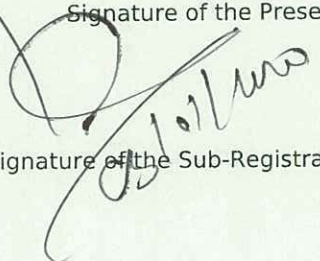
TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL
Please handover the Registered Document to the person named below

Name of the Person Authorized :

Adv. JORDO DIO

Specimen Signature of the Person Authorized
TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT
The Registered Document has been handed over to on Dated **23-Dec-2019**

Signature of the person receiving the Document


Signature of the Presenter

Signature of the Sub-Registrar



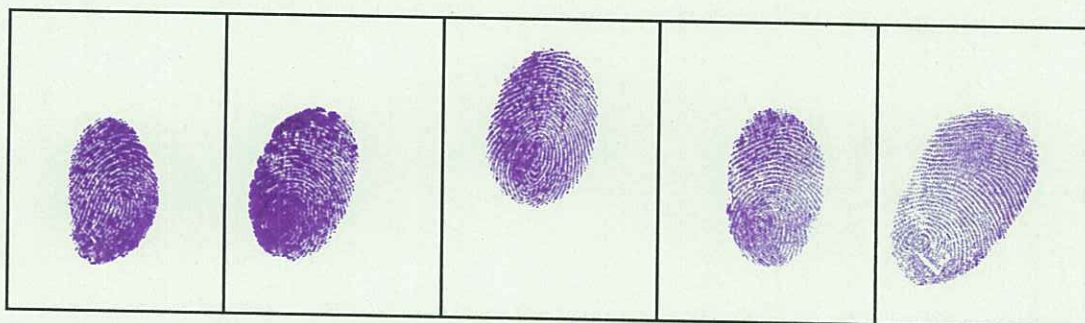
SIGNED AND DELIVERED)
BY THE WITHIN NAMED PURCHASER)
CASA LUXURY REALTY SEVEN LLP)
THROUGH ITS DESIGNATED PARTNER)
MR.VISHAL LAXMAN SUBHEDAR)



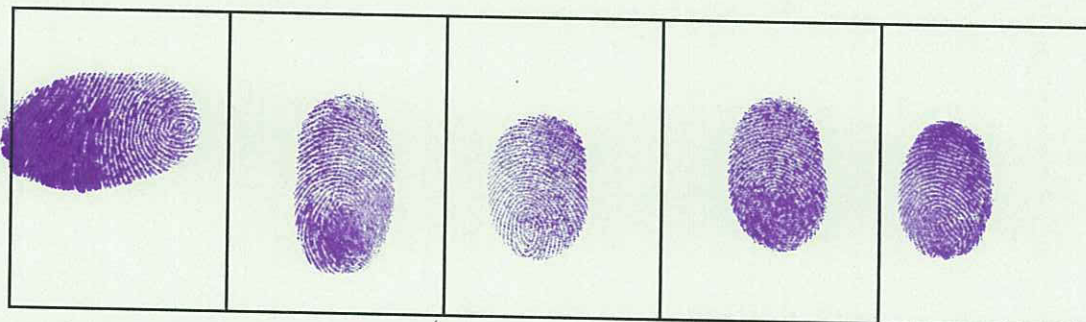
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LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



In the presence of :

1. Ms. Andrea Rodricks

Handwritten signature of Ms. Andrea Rodricks

2. Mr. Joao Dias

Handwritten signature of Mr. Joao Dias

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RECEIPT

RECEIVED from the within named PURCHASER the sum of Amount of Rs.2,90,61,636/- (Rupees Two Crores Ninety Lakhs Sixty One Thousand Six Hundred and Thirty Six Only) paid vide Demand Draft bearing no.490033 dated 17th December 2019, drawn on AXIS Bank, being the total consideration payable by them to him as within mentioned.



Rs.2,90,61,636/-

WE SAY RECEIVED

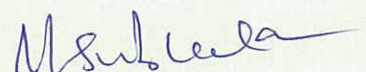
VENDOR

Witness :

1. Ms. Andrea Rodricks



2. Mr. Joao Dias

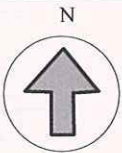

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Annexure 'A'



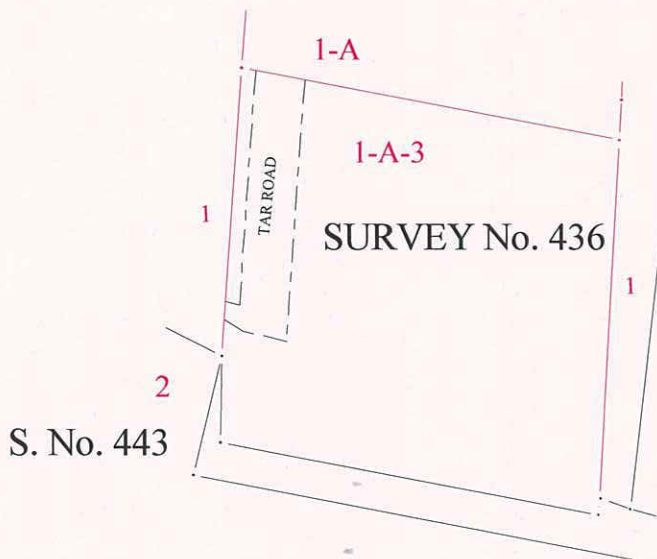
GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA

Inward No: 9190



Plan Showing plots situated at
Village : ANJUNA
Taluka : BARDEZ
Survey No./Subdivision No. : 436/ 1-A-3
Scale : 1 :1000

(Rajesh R. Pai Kuchelkar)
Inspector of Survey &
Land Records.



[Signature]

[Signature]

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

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

Print Date & Time : - 23-Dec-2019 03:12:25 pm

Document Serial Number :- 2019-BRZ-4216

Presented at 01:12:21 pm on 23-Dec-2019 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	1608200
2	Registration Fee	1250790
3	Mutation Fees	2500
4	Processing Fee	440
Total		2861930

Stamp Duty Required :1608200

Stamp Duty Paid : 1608200

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Vishal Laxman Subhedar ,S/o - D/o Laxman Rajaram Subhedar Age: 47, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 17-3, Laxmi Niwas, Gokhale Raod South, Jakhadevi Chowk Dadar West, Mumbai-400028, Address2 - , PAN No.: [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Rahul Shah ,S/o - D/o Ramesh Shah Age: 36, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - 1201-1202,Sumer Heights, Dr. K.M. Munshi Marg, Opp.Bhawans College, Chowpatty Mumbai, Address2 - , PAN No.: [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Vishal Laxman Subhedar ,S/o - D/o Laxman Rajaram Subhedar Age: 47, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 17-3, Laxmi Niwas, Gokhale Raod South, Jakhadevi Chowk Dadar West, Mumbai-400028, Address2 - , PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Andrea Rodricks, 34 ,1985-01-23 ,9657734630 , ,Advocate , Marital status : Unmarried 403005, Kenkre Estate St Cruz Goa, Kenkre Estate St Cruz Goa Calapor, Tiswadi, NorthGoa, Goa			
2	Joao Dias, 34 ,1985-03-19 ,9764326358 , ,Advocate , Marital status : Married 403509, H.No.1152 Anjuna Goa, H.No.1152 Anjuna Goa Anjuna, Bardez, NorthGoa, Goa			


Sub Registrar

SUB-REGISTRAR
BARDEZ

Document Serial No:-2019-BRZ-4216

Book :- 1 Document Registration Number :- BRZ-1-4125-2019 Date : 23-Dec-2019

[Handwritten Signature]

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

SUB-REGISTRAR
BARDEZ



(Rupees Six Lakhs Forty Thousand Nine Hundred Thirteen

For CITIZEN CREDIT
CO-OP BANK LTD

Authorised Signatory

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

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

भारत 47173
162293

NON JUDICIAL गेवा
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zero six four zero nine one three 13:40

R.0640913/- PB6818

INDIA

STAMP DUTY

GOA

Name of Purchaser CASA LUXURY REALTY EIGHT LLP



2019-BR2-4217

23/12/2019



DEED OF SALE

THIS DEED OF SALE is executed at Mapusa, Goa, on this 23rd day of December of the year 2019.



M. S. Subhakar

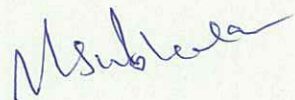
BETWEEN



ANJUNA GOA ENTERPRISES, a Partnership Firm registered under the Indian Partnership Act, having its registered office at 203, Peninsula Corporate Park, Tower No.1, A Wing, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013, having PAN Card no. [REDACTED], represented by its Partner **MR. RAHUL RAMESH SHAH**, son of Ramesh Shah, 36 years of age, having PAN Card bearing no. [REDACTED], Aadhaar Card bearing no. [REDACTED], Ph.:+91 9892019983, Email ID:rahulshah@sumergroup.co.in, Indian National, married, resident of Mumbai, duly authorised vide Resolution dated 06th December 2019, hereafter referred to as the "**VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

CASA LUXURY REALTY EIGHT LLP, a Limited Liability Partnership, bearing LLP Identification No. AAN-0699, PAN Card bearing no. [REDACTED], Email ID: cs@isprava.com, Ph.:022-40007777 and having its registered office at First Floor, 42A, Impression House, G. D. Ambekar Marg, Wadala, Mumbai-400031, represented herein by its duly Designated Partner **MR. VISHAL LAXMAN SUBHEDAR**, son of Laxman Rajaram Subhedar, 47 years of age, Indian National, having PAN Card bearing no. [REDACTED], Aadhaar Card bearing no. [REDACTED] and resident of 17/3, Laxmi Niwas, Gokhale Road (South), Jakhadevi Chowk Dadar (West), Mumbai-400028, duly authorised



vide LLP Resolution dated 09th December 2019, hereafter referred to as the "**PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

("The **VENDOR** and the **PURCHASER** shall collectively be referred to as "the Parties".)

WHEREAS:

- A.1. One Jacob Cruz was originally the owner in possession of the property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 4922 sq. mts., bearing Old Cadastral Survey No.660 and new survey no.436 sub division no.1-A, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, shall hereinafter be referred to as the "**Said Entire Property**".
2. The said Jacob Cruz was recorded as the owner of the Said Entire Property in the Act of Demarcation dated 15th February 1933, carried out by the Land Surveyor in terms of the Legislative Diploma No.764 of 26th November 1934 and in the Registration of the Land Surveyor (i.e. Registo Do Agrimensor) and in the Index of Land of Village Anjuna, with respect to the property bearing Cadastral Survey no.660.
3. Pursuant thereto, Inventory Proceedings no.247/1997 were initiated before the Civil Judge Senior Division at Mapusa, Goa, by one



Ms. K. K. K.

Lawrence Conceicao Alvares alias Lourencinho Alvares, son of Late Joao Manuel Francisco Da Cruz Alvares and Late Edeltrudes Da Cruz, for partition of the estate of 1. Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De Cruz, 2. Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares, 3. Estella Alvares alias Stella Alvares, 4. Leofredo Agenor de Gouvea Pinto, 5. Ludovico Inacio alias Ludovico Alvares, 6. Gertrude Alvares alias Gurty Alvares, 7. Delfina Alvares alias Delphine Alvares and 8. Beryl Alvares Gouveia Pinto (hereinafter referred to as the "deceased heirs").

4. In the said Inventory Proceedings, it was stated that

a. the said Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De Cruz expired as a bachelor on 01st September 1964 in Bombay, without any descendants or ascendants and without leaving any Will of his last disposition, leaving behind his sisters Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares and Edeltrudes Da Cruz.

b. The said Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares was married to one Pedro Ceaser Alvares. The said Pedro Ceaser Alvares expired on 19th October 1943 and the said Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares expired on 21st December 1971, leaving behind the following children as their sole and universal heirs:

- a. Estella Alvares alias Stella Alvares;
- b. Ludovico Alvares;



Ms Sub...

- c. Gertrude Alvares alias Gurty Alvares;
- d. Delfina Alvares alias Delphine Alvares;
- e. Beryl Alvares Gouveia Pinto.

c. The said Estella Alvares alias Stella Alvares expired as a spinster on 09th April 1983, Ludovico Alvares expired on 13th March 1986, Gertrude Alvares alias Gurty Alvares expired as a spinster on 03rd March 1989 and Delfina Alvares alias Delphine Alvares expired as a spinster on 08th September 1996. The said Beryl Alvares Gouveia Pinto was married to Leofredo Agenor de Gouvea Pinto. The said Leofredo Agenor de Gouvea Pinto expired on 10th February 1985 and the said Beryl Alvares Gouveia Pinto expired on 06th January 1997.

d. The Said Entire Property was listed as Item No.1 in the List of Assets dated 12th December 1997 filed in the aforementioned Inventory Proceedings.

e. Vide Order dated 01st April 1998, the Said Entire Property came to be allotted to Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares.

5. The said Edultrudes da Cruz was married to one Joao Manuel Francisco da Cruz Alvares. The said Joao Manuel Francisco da Cruz Alvares expired on 17th May 1916 and Edultrudes da Cruz expired on



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15th November 1916, leaving behind their only son Lawrence Conceicao Alvares alias Lourencinho Alvares as their heir.

6. Subsequently, vide Agreement for Sale dated 02nd August 1997, executed before Notary N.S. Porob, by Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares as the "Prospective Vendors" and Santosh Srinivas Naik as the "Prospective Purchaser", the Prospective Vendors agreed to sell to the Prospective Purchaser, the balance area admeasuring 2461 sq. mts. (i.e. Northern Part), forming a part of the Said Entire Property. In the said Agreement for Sale, it has been stated that vide Agreement for Sale dated 16th May 1997, Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares had already agreed to sell to Mr. Santosh Srinivas Naik, an area admeasuring 2461 sq. mts. (i.e. Southern Part), forming a part of the Said Entire Property.
7. Pursuant to mutation entry bearing no. 468, the name of Lawrence Conceicao Alvares alias Lourencinho Alvares was recorded as the co-occupant of the property bearing survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa, i.e. the Said Entire Property.
8. Vide Deed of Sale dated 23rd October 2000, duly registered in the office of the Sub Registrar of Bardez under no.2002 of Book No.I, Volume No.772 dated 03rd November 2000, Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto e Alvares, therein referred to as the "Vendors" and Srinivas Soiru Naik (the father of Santosh Srinivas Naik), therein referred to as the "Purchaser", the



Sublance

Vendors sold to the Purchaser their right, title and interest with respect to the plot of land admeasuring 1342 sq. mts., forming a part of the Said Entire Property, on the terms and conditions recorded therein. The Vendor No.1 therein was represented by his lawful attorney Leonildes Pinto e Alvares duly constituted vide Power of Attorney dated 12th November 1998 executed before Notary N. S. Porob under registration no.17340/1998. The property admeasuring 1342 sq. mts., forming a part of the Said Entire Property, surveyed under survey no. 436/1-A, situated at Village Anjuna, shall hereinafter for the sake of brevity be referred to as the "**Said Property**" and is more particularly described in **SCHEDULE I** to this Deed of Sale.

9. Pursuant to mutation entry bearing no no.812, the name of Shrinivas Soiru Naik alias Shrinivas Soiru Nayak was recorded as the co-occupant of the **Said Property**.
10. The said Shrinivas Soiru Naik alias Shrinivas Soiru Nayak expired on 19th July 2006. Vide Deed of Succession dated 05th November 2013, drawn in the Office of the Notary Ex-Officio, Pernem, Notary Book of Deeds bearing no.18 at pages 81 to 83 on 05th November 2013, it was declared that the said Srinivassa Naique alias Srinivassa Naique alias Srinivas Nayak alias Srinivas Soiru Naik alias Shrinivas Soiru Nayak alias Shrinivas Naik alias Srinivas Naik expired, leaving behind him his widow and half sharer Champavotibai alais Chempu alias Laxmibai Shrinivas Naik alias Laximibai Shrinivas Nayak alias Laximibai S. Naik alias Loximibai Naik and his following four children as his sole and universal heirs:



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- a. Hanuman Nayak
- b. Santosh Naik
- c. Smita Srinivas Nayak
- d. Shila Naik.

11. Vide Deed of Relinquishment of Rights dated 04th September 2006, drawn in the Notary Book of Deed bearing no.813 at pages 18v to 49v dated 04th September 2006, Smita Shrinivas Nayak and her husband Debashish Majumdar, renounced and relinquished all their undivided rights, title, interest and share and demands to the estate / immovable properties left by their father /father-in-law Late Shrinivas Soiru Nayak alias Srinivassa Naique.

12. Vide Deed of Sale dated 25th April 2008, registered in the office of the Sub Registrar of Bardez under no.2428 at pages 115 to 139 of Book No.I, Volume No.2586 dated 05th May 2008, 1.Laxmibai Shrinivas Naik, 2.Hanuman Shrinivas Naik alias Hanuman Shrinivas Nayak, 3.Sapna H. Naik alias Sapna H. Nayak, 4. Santosh Shrinivas Naik alias Santosh Shrinivas Nayak, 5. Doris Jean Naik alias Doris Jean Richmond Hinton, 6. Shila Naik alias Sheela Anil Arasavilli and 7. Anil Shankar Arasavilli (legal heirs of Srinivas Soiru Naik), therein referred to as the "Vendors" and Anjuna Goa Enterprises, represented therein by its Partner Rahul Shah, therein referred to as the "Purchaser", the Vendors sold the **Said Property** to the Purchaser, on the terms and conditions recorded therein. The Vendor Nos.1, 3, 6 and 7 were represented by their attorney Hanuman Srinivas Naik alias Hanuman Srinivas Nayak duly



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constituted vide Power of Attorney dated 30th April 2007 executed before Notary N. S. Porob and registered under no.5631/07.

13. By virtue of the aforementioned Deed of Sale dated 25th April 2008, the Vendor is the absolute owner of the **Said Property**.
14. Pursuant to mutation entry bearing no.49054, the name of Anjuna Goa Enterprises was recorded in the Occupants Column in the Form I and XIV with respect to **Said Property**.
15. Vide Order bearing reference no. TPB/4921/ANJ/TCP-19/752 dated 29th January 2019, issued by the office of the Town and Country Planning Department, Technical Clearance was granted to carrying out proposed construction of residential Villas A, B and C on the **Said Property**.
16. As per the Nil Encumbrance Certificate dated 01st August 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, there are no encumbrances affecting the **Said Property** for the period 03rd November 2000 till 01st August 2019.
17. As per the Land Use Zoning Information bearing reference no.TPBZ/ZON/6835/ANJ/TCP-19/4427 dated 25th September 2019 issued by the Office of the Town & Country Planning Department, the **Said Property** falls under "Settlement Zone", as per the Regional Plan for Goa 2021.



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18. Since, the Deed of Sale dated 25th April 2008, by virtue of which Anjuna Goa Enterprises purchased the **Said Property**, was lost on 05th September 2008, a Missing Article Report bearing no.1341/2019 dated 06th November 2019 was lodged with the Porvorim Police Station with reference to the same.
19. Pursuant to issuance of the Public Notice dated 08th October 2019 published in the Navhind Times (in English) and Gomantak (in Marathi), with respect to the **Said Property**, no claims and/or objections and/or Notice and/or Letters and/or any written correspondence were received.
20. As per the Nil Encumbrance Certificate dated 08th November 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, there are no encumbrances affecting the **Said Property** for the period 25th April 2008 till 06th November 2019.
21. Pursuant to issuance of the Public Notice dated 12th November 2019 published in the Navhind Times and Herald (in English) and Gomantak and Tarun Bharat (in Marathi), with respect to the lost Deed of Sale dated 25th April 2008, no claims and/or objections and/or Notice and/or Letters and/or any written correspondence were received.
22. The Vendor herein has left an area admeasuring 287 sq. mts., forming a part of the Said Property, for a Public Road and encroachments.
23. The balance area admeasuring 1055 sq. mts. forming a part of the Said Property, surveyed under survey no. 436/1-A, situated at Village



Ms. Subha

Anjuna, shall hereinafter for the sake of brevity be referred to as the
"Said Plot" which is bounded by a compound wall by the Vendor.

24. The Purchaser has independently verified the title of the Vendor in respect of the Said Property and is fully satisfied with the same.

B. The Vendor herein is now desirous of selling and transferring to the Purchaser herein, all right, title and interest in respect of the **Said Property**, being all that property known as "Borde Chiva" or "Kate Munag Chivar", bearing survey no.436/1-A, admeasuring 1342 sq.mts., bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, which Property is more particularly described in the **Schedule I** hereunder written to this Deed of Sale and is shown in Blue colour boundary line on the plan annexed as "**Annexure A**".

C. Pursuant to the negotiations between the Vendor and the Purchaser, and the Purchaser relying on the representations, assurances and warranties of the Vendor as stated herein and believing the same to be true and correct, the Purchaser has agreed to purchase and acquire all the right, title and interest of the Vendor in the ^{Property} **Said Plot** free from all or any encumbrances, claims and demands of whatsoever nature for



Ms. Subhakar



the aggregate consideration of Rs.1,42,42,500/- (Rupees One Crore Forty Two Lakhs Forty Two Thousand Five Hundred Only) and on the terms and conditions hereinafter stated.

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

1. The title of the Vendor to the **Said Property** is clear, marketable and free from any encumbrances whatsoever;
2. The Vendor is in exclusive use, occupation and possession of the **Said Plot** and has not parted with the possession of the **Said Plot** to any other person;
3. The **Said Property** is not reserved for any public purpose;
4. The tenure of the **Said Property** is freehold;
5. Neither the Vendor nor anyone on their behalf has otherwise entered into any agreement or arrangement whether oral or written for sale or otherwise transferred or dealt with the **Said Property** or any part thereof or created any right or interest in favour of any third party in respect of the **Said Property**;
6. There are no prohibitory orders or any attachment orders of or otherwise any liabilities in respect of the **Said Property** or any part thereof;
7. There are no income tax, wealth tax, sales tax or other taxation proceedings, whether for recovery or otherwise, initiated by any taxation authorities or local authorities pending, whereby the **Said**



Ms. Shweta

Property or any part thereof is in any way affected and/or jeopardized;

8. There are no suits, revenue proceedings or any other proceedings or arbitrations under any law for the time being in force filed by and/or against the Vendor herein before any person, court, authority or tribunal in which an award, order, decree or injunction has been passed, which may result in the attachment and/or sale of the **Said Property** and/or any part thereof and/or the right, title, share and interest of the Vendor in the **Said Property** nor does the Vendor have any reasonable apprehension of any event or circumstance likely to give rise to or result in such suit, proceeding or arbitration.
9. The Vendor states that the **Said Property** is unencumbered and free from any mortgage, charge, lien, claims or demand in or over the same or any part thereof either by way of sale, exchange, mortgage, trust, lease, tenancy, sub-tenancy, leave and license, lispendens, inheritance or otherwise.
10. No notice from any Government, Village Panchayat, or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition Act, the Town planning Act, the Panchayat Raj Act, the Income Tax Act or any other statute has been received or served through registered post or hand delivery upon the Vendor in respect of the right, title and interest in the **Said Property** or any part thereof which restricts or may restrict the execution of these presents.



MS. Sub. Lal

11. There is no injunction or any other prohibitory order or any attachment order from any Court, Tribunal, Collector, Revenue Authority, Village Panchayat, etc. thereby restraining or disentitling the Vendor from dealing with and/or disposing his right, title, interest and share in the **Said Property** or entering into these presents.
12. Neither the Vendor nor any person/s claiming by, through or under him have created any adverse rights and/or entered into any Agreement for Sale or otherwise created any adverse rights in respect of his right, title and interest in the **Said Property** or any part thereof or executed any Power of Attorney authorizing sale of his right, title, interest and share in the **Said Property** or taken any deposit in the form of earnest money deposit or otherwise whereby the Vendor is prevented from entering into these presents with the Purchaser.
13. No loans or financial assistance are availed by the Vendor from any Banks and other financial institutions against his right, title and interest in the **Said Property**.
14. Till date no formal possession of the **Said Property** or any part thereof has been taken over by any local authorities or authorities of Central or State Government and no benefits or compensation in lieu thereof has been received /obtained by the Vendor herein.
15. All the panchayat taxes, rates, assessments, duties, land revenue, water charges, etc. payable by the Vendor to the Village Panchayat, State or Central Government and any other concerned



A handwritten signature in blue ink, appearing to be 'M. S. Kulkarni'.

authority in respect of the **Said Property** have been paid till the date of execution of these presents.

16. The Vendor has all necessary approvals and permissions required under the Applicable Laws (to mean and include all laws, statutes, ordinances, regulations, guidelines, policies and other pronouncements by any State, Governmental Authority having the force of law in India) and is entitled to enter into this Deed and perform all the obligations and do all such acts as may be necessary for the consummation of the transaction contemplated herein and that no further approvals or permissions are required from any authority under the Applicable Laws.

- E. The market value of the **Said Property** hereby sold and transferred is Rs.1,42,42,500/- (Rupees One Crore Forty Two Lakhs Forty Two Thousand Five Hundred Only) and stamp duty of Rs.6,41,000/- (Rupees Six Lakhs Forty One Thousand Only) is paid on this Deed of Sale.
- F. The parties to this Deed of Sale hereby declare that they do not belong to the Scheduled Caste/Scheduled Tribe as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1976.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

That in consideration of the aforesaid and relying upon the representations and declarations of the Vendor, the Purchaser has agreed to pay to the Vendor



A handwritten signature in blue ink, appearing to read 'Mushu', written in a cursive style.

an aggregate consideration of Rs.1,42,42,500/- (Rupees One Crore Forty Two Lakhs Forty Two Thousand Five Hundred Only), being the full and final consideration payable by the Purchaser to the Vendor, which has been paid by the Purchaser to the Vendor, as more particularly described hereunder:

- a. Amount of Rs.1,41,00,075/- (Rupees One Crore Forty One Lakhs and Seventy Five Only) paid vide Demand Draft bearing no. 490036 dated 17th December 2019, drawn on AXIS Bank on the execution hereof. (The payment and receipt whereof the Vendor doth hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser).
- b. In view of the notification dated 1st June 2013, the Purchaser has paid towards Tax Deducted at Source, an amount of Rs.1,42,425/- (Rupees One Lakh Forty Two Thousand Four Hundred and Twenty Five Only) on 17th December 2019, being 1 % of the total consideration amount. Copy of the Tax Payer Counterfoil of deduction of Tax under section 194-1 A is annexed hereto as **ANNEXURE "B"**.

Upon the receipt of the entire consideration as aforesaid, the Vendor does hereby grant, sell, convey, transfer and assure unto the Purchaser, free from all encumbrances, all his right, title, interest, claim and possession of the **Said Property**, being all that property known as "Borde Chiva" or "Kate Munag Chivar", bearing survey no.436/1-A, admeasuring 1342 sq. mts., bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and



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Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, which Property is more particularly described in the **Schedule I** hereunder written to this Deed of Sale and is shown in Red colour boundary line on the plan annexed as "**Annexure A**", **TOGETHER WITH** all structures, fencing, compound walls, edifices, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the **Said Property** or land or ground hereditaments and premises or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or to be appurtenant thereto and to exclusively be entitled to all benefits and privileges with right to exclusive appropriation thereof **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the Vendor into out of or upon the **Said Property** or any part thereof **AND TO HAVE AND TO HOLD** all and singular the **Said Property**, hereditaments and premises hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their rights, members and appurtenances **UNTO AND TO THE USE** and benefit of the Purchaser, his heirs, successors and assigns absolutely forever to possess, use and enjoy by the Purchaser, his heirs, successors and assigns from generation to generation freely and absolutely with full right of enjoyment and possessing the **Said Property** free from all encumbrance, charges, lien, right or demand





of any kind whatsoever except the existing public road and encroachments thereon **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Panchayat or any other public body or local authority in respect thereof by the Vendor for the period upto the date of these presents **AND** the water and electricity connections, if any, pertaining to the **Said Property** shall stand transferred in the name of the Purchaser **AND** the Vendor do hereby acknowledge that the Purchaser is now the owner of the **Said Property** **AND** THE Vendor do hereby covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for him made done committed omitted or knowingly or willingly suffered to the contrary **AND THAT** the Vendor now has in itself good right full power and absolute authority to grant, release, convey, transfer and assure the **Said Property** hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the Purchaser **AND THAT** it shall be lawful for the Purchaser from time to time at all times hereafter peaceably and quietly to hold, enter upon, have, use, occupy, possess and enjoy the **Said Property** hereby granted, conveyed, transferred and assured every part thereof with its appurtenances and receive the rents issues and profits thereof and of every part thereof to and for his own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or their heirs, executors and administrators or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them **AND THAT** free and clear and freely and clearly and absolutely





acquitted, exonerated, released and forever discharged or otherwise by the Purchaser, the Vendor shall keep sufficiently saved, defended, kept harmless and indemnify the Purchaser of from and against all estates title charge and encumbrances whatsoever either already or hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for him in respect of the **Said Property** or in the event of any representative statements, warranties and covenants of the Vendor being incorrect and untrue.

AND further the Vendor, their heirs, executors and administrators do hereby indemnify and keep indemnified the Purchaser of, from and against all actions, suits, proceedings, claims, demands, penalties, liabilities and costs, charges and expenses, which may be taken, brought or made against or which may be suffered, sustained or incurred by the Purchaser in consequence of any breach, default or violation committed by the Vendor or their agents, in the due compliance or observance of any law, rule or regulation of the Government or any statutory authority or local body concerning the purchase, holding, occupation, renting or any matters incidental thereto or otherwise howsoever in relation to the **Said Property** or due to any of the said assurances or representations, warranties, declarations or covenants of the Vendor under this Deed being incorrect, **AND FURTHER** the Vendor and their heirs, executors and administrators shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, do and execute or cause to be done and executed, all such further and other lawful and reasonable acts, deeds, matters and things, conveyance and assurances in law whatsoever for the better further and more perfectly and absolutely granting conveying and



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assuring the **Said Property** and every part thereof unto and to the use of the Purchaser in the manner aforesaid and as shall be required by the Purchaser, his heirs, successors or assigns.

AND THAT the Vendor confirms and records that on execution of these presents the **Said Property** and all the benefits, right title and interest therein has vested in the Purchaser and that they have put the Purchaser in quiet, peaceful and vacant possession of the **Said Property** as owner thereof.

AND the Vendor do hereby agree and undertake to sign and execute such Deeds, Documents, Agreements, Forms, Affidavits, Applications, letters, NOC's, etc. as the Purchaser may require for effectively transferring the right title and interest in the **Said Property** in favour of and in the name of the Purchaser in the revenue records and in such other Government and Semi Government records including the electricity bill, the water bill, the Panchayat Tax and as may be required and to do all other acts, deeds matters and things in relation thereto solely at the cost of the Purchaser;

AND THE Vendor further declares that they have No Objection for the inclusion of the name of the Purchaser in the Form I and XIV of the **Said Property** and shall execute all documents granting their No objection for the same.

AND THE Vendor **FURTHER DECLARES THAT** they have on execution hereof handed over to the Purchaser the deeds, documents, writings, vouchers, and other evidences of title relating to the **Said Property** which were in their possession prior to the execution hereof .



Handwritten signature

AND THAT the stamp duty and registration charges incidental to this Deed shall be paid by the Purchaser.

SCHEDULE I

Description of "THE SAID PROPERTY"

All that property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 1342 sq. mts., bearing new survey no.436 sub division no.1-A, bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz.

The Said Property is bounded as under:

On the East :By the property bearing survey no.436/1-A-1, survey no.436/1-A-2 and the road;

On the West : By property bearing survey no.436/1;

On the North : By the property bearing survey no.440/1-A;

On the South : By remaining part of the property bearing survey no.436/1-A-3.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first hereinabove written.



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SIGNED AND DELIVERED)
BY THE WITHINNAMED VENDOR)
ANJUNA GOA ENTERPRISES)
THROUGH ITS PARTNER)
MR. RAHUL RAMESH SHAH)



For Anjuna Goa Enterprises

Partner

LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS





SIGNED AND DELIVERED)
BY THE WITHIN NAMED PURCHASER)
CASA LUXURY REALTY EIGHT LLP)
THROUGH ITS DESIGNATED PARTNER)
MR. VISHAL LAXMAN SUBHEDAR)



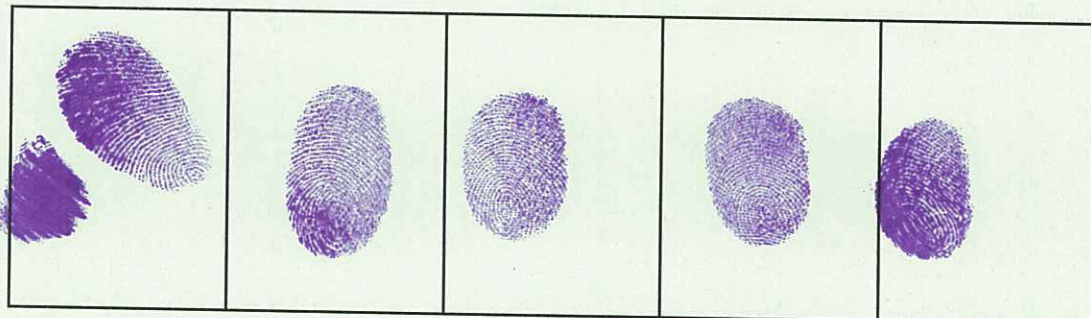
V Subhedar



LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



In the presence of

1. Ms. Andrea Rodricks

A Rodricks

2. Mr. Joao Dias

J Dias



V Subhedar

RECEIPT

RECEIVED from the within named PURCHASER the sum of Rs.1,41,00,075/-
(Rupees One Crore Forty One Lakhs and Seventy Five Only) paid vide
Demand Draft bearing no. 490036, dated 17th December 2019, drawn on AXIS
Bank, being the total consideration payable by them to him, as within
mentioned.

For Anjuna Goa Enterprises

Partner

Rs.1,41,00,075/-

WE SAY RECEIVED

VENDOR

Witness :

1. Ms. Andrea Rodricks



2. Mr. Joao Dias



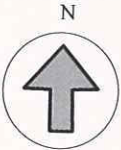




Annexure "A"



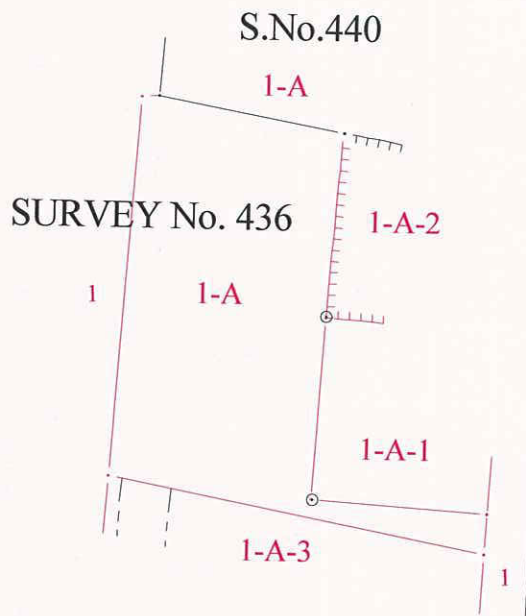
GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA



Plan Showing plots situated at
Village : ANJUNA
Taluka : BARDEZ
Survey No./Subdivision No. : 436/ 1-A
Scale : 1 : 1000

Inward No: 9190

(Rajesh R. Pai Kuchelkar)
Inspector of Survey &
Land Records.



Generated By : Vrushali Arolkar (D'Man Gr. II)
On : 04-12-2019

Compared By:

Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 23-Dec-2019 15:12:49

Date of Receipt: 23-Dec-2019

Receipt No : 2019-20/9/3275

Serial No. of the Document : 2019-BRZ-4217

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

Received the following amounts from **Vishal Laxman Subhedar** for Registration of above Document in Book-1 for the year 2019

Registration Fee	498490	E-Challan	• Challan Number : 201901435944 • CIN Number : CPX1717325	498490
Processing Fee	440	E-Challan	• Challan Number : 201901435944 • CIN Number : CPX1717325	440
Total Paid	498930 (Rupees Four Lakh Ninety Eight Thousands Nine Hundred And Thirty only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

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

Please handover the Registered Document to the person named below

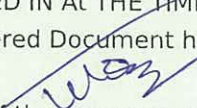
Name of the Person Authorized :

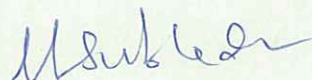
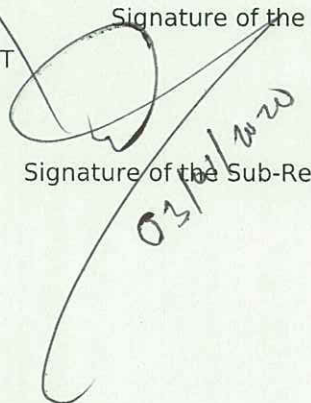
Adv. Jopo Dias


Specimen Signature of the Person Authorized

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

The Registered Document has been handed over to on Dated **23-Dec-2019**


Signature of the person receiving the Document


Signature of the Presenter

Signature of the Sub-Registrar

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

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

Print Date & Time : - 23-Dec-2019 03:12:20 pm

Document Serial Number : - 2019-BRZ-4217

Presented at 02:12:40 pm on 23-Dec-2019 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	641000
2	Registration Fee	498490
3	Mutation Fees	2500
4	Processing Fee	440
Total		1142430

Stamp Duty Required :641000

Stamp Duty Paid : 641000

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Vishal Laxman Subhedar ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - First Floor,42A,Impressin House,G.D.Ambekar Marg,Wadala,Mumbai-400031, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Rahul Shah ,S/o - D/o Ramesh Shah Age: 36, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 1201-1202, Sumer Heights, Dr. K. M. Munshi Marg, Opp Bhawans College, Chowpatty, Mumbai-400007, Address2 PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Vishal Laxman Subhedar ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - First Floor,42A,Impressin House,G.D.Ambekar Marg,Wadala,Mumbai-400031, Address2 - , PAN No.:			
3	Vishal Laxman Subhedar ,S/o - D/o Laxman Rajaram Subhedar Age: 47, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 17-3, Laxmi Niwas, Gokhale Road (South), Jakhadevi Chowk , Dadar (West), Mumbai-400028, Address2 - PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Andrea Rodricks, 34 ,1985-01-23 ,9657734630 , ,Advocate , Marital status : Unmarried 403005, Kenkre Estate St.Cruz Goa, Kenkre Estate St.Cruz Goa Calapor, Tiswadi, NorthGoa, Goa			
2	Joao Dias, 34 ,1985-03-19 ,9764326358 , ,Advocate , Marital status : Married 403509, H.No.1152 Anjuna Goa, H.No.1152 Anjuna Goa Anjuna, Bardez, NorthGoa, Goa			


Sub Registrar
SUB-REGISTRAR
BARDEZ

Document Serial No:-2019-BRZ-4217

Book :- 1 Document

Registration Number :- **BRZ-1-4126-2019**

Date : 23-Dec-2019

Handwritten signature

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

