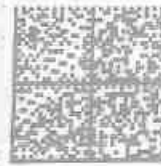


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CO-OP. BANK LTD.

Authorized Signatory



2022-BR2-6061
26/12/22

DEVELOPMENT AGREEMENT



This Development Agreement ("Agreement") is made at Mapusa, Goa, on this 26th day of December, 2022

BETWEEN

ISPRAVA LUXURY REALTY EIGHT LLP, LLPIN: _____, a limited liability partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008 having PAN: _____ and having its registered office at First Floor, 42A, Impression House, G. D. Ambekar Marg, Wadala, Mumbai - 400031, represented by its Designated Partner, **MR. ADITYA R. NAIK**, son of Mr. Ranjan Naik, aged about 31 years, married, Service, Indian National, holding PAN Card bearing no: _____ resident of House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, duly authorised vide Board Resolution dated 11th October, 2022 hereinafter referred to as "**the Owner**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being and from time to time, the last surviving partner and their/his/her heirs, administrators, executors, nominees and successors-in-interest and permitted assigns) of the One Part;



AND

ISPRAVA VESTA PRIVATE LIMITED, CIN: _____, a private limited company incorporated under the provisions of the Companies Act, 1956, and having its registered office at First Floor, 42A, Impression House, G. D. Ambekar Marg, Wadala, Mumbai - 400031, PAN: _____, represented by its Authorised Signatory, **MR. ADITYA R. NAIK**, son of Mr. Ranjan Naik, aged about 31 years, married, Service, Indian National, holding PAN Card bearing no: _____ resident of House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, duly authorised vide Board Resolution dated 27th October, 2022 hereinafter referred to as "**the Developer**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the successors-in-interest and permitted assigns) 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 Owner is seized, possessed of and well sufficiently entitled to, all that plot of land admeasuring about 2,907 sq. mts. forming a part of the property known as "Maira", admeasuring about 9,300 sq.mts, bearing Survey No. 243/12, which property is described in the Land Registration Office of Bardez under no. 12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa(hereinafter referred to as "**the said Property**"), and more particularly described in the **Schedule I** hereunder written.
- B. The Owner is in vacant, peaceful, unencumbered physical and legal possession of the said Property as the sole and absolute owner thereof and the name of the Owner is mutated/ reflected as the owner/ holder in the revenue records in respect of the said Property.
- C. The Owner has a clear and marketable title to the said Property, free from all encumbrances and reasonable doubts of whatsoever nature.
- D. The Developer is engaged in the business of development and construction of real estate properties and is having the expertise and experience to undertake the development of immovable properties including the said Property.
- E. The Owner has shown its willingness and interest to offer the said Property for the purposes of development and has been looking for a prospective developer. The Developer having come to known about the Owners' intent about the development of the said Property, has approached the Owner and offered to undertake the development of the said Property.
- F. Relying on the representations, assurances and warranties of the Owner with respect to the title of the said Property and other factors, which permit and allow the development of the said Property, the Developer has agreed to enter into this Agreement with the Owner for the development of the said Property on the terms and conditions contained herein.



**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:**

1. The Parties do hereby declare and confirm that whatever is recited hereinabove shall be treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim.
2. **Development Rights and Potential of the said Property:**
 - 2.1 On execution of this Agreement, the Owner hereby agrees, declares and confirms to grant exclusive and irrevocable development rights to the Developer in respect of the said Property as per the mutual understanding and arrangement agreed and recorded between the Parties hereto.
 - 2.2 Further, in accordance with the terms hereof, the Owner has granted an exclusive license, right and absolute authority to enter upon the said Property for the purposes as stated herein, for due performance, observance and fulfillment of the obligations by the Developer as recorded herein. Such exclusive license, right and absolute authority to enter upon the said Property should not amount to or be treated as giving possession of the said Property to be developed in accordance with the terms and should not be considered as creation of any right title and interest in respect of the said Property to and in favor of the Developer. It has been expressly clarified and agreed between the Parties hereto that this Agreement will not be contemplated to be a transfer of the said Property in accordance with section 53A of the Transfer of the Property Act, 1882.
 - 2.3 Prior to execution of this Agreement, the Parties hereto have independently through their respective architects/ consultants, evaluated all the factors for the development of the said Property including the Floor Area Ratio ("FAR") and other benefits that can be availed on the development thereof.
 - 2.4 In view of the aforesaid, and after considering all the factors pertaining to the development of the said Property, the Parties have computed and arrived at a conclusion that the total construction area on the said Property, post development shall be about 18,034 square feet built up area, equivalent to about 1,675 square meters built up area, which will comprise of the following as under:



No.	Particulars of the Constructed Area on the said Property	Aggregate Area (in Square Feet)	Aggregate Area (in Square Meters)
1	5 (five) Residential Villas	14,359.00	1,334.00
2	Semi – Covered Area - appurtenant to the Villas	1,755.00	163.00
3	Staff Quarters - Common Areas	1,080.00	100.00
4	Services – Common Areas	840.00	78.00
	Total	18,034.00	1,675.00

- 2.5 In accordance with the terms hereof and what is stated hereinabove, the Developer at the request of the Owner has agreed to undertake the development of the said Property and the Parties hereto have mutually agreed to and arrived at an arrangement for the development of the said Property, by way of area sharing, in the manner setout herein.
- The Parties are fully aware and conversant and hereby confirm that the total constructed area referred to in Clause 2.4 hereinabove are tentative areas (with a ten percent addition), are subject to final/ revised approval, sanction, permission, etc. from the concerned authorities with respect to the development of the said Property. It has been expressly clarified and agreed between the Parties hereto that the total constructed area of the said Property, approved/sanctioned by the concerned authorities (i.e. any addition, reduction or revision to any constructed area on the said Property referred to hereinabove), shall be final and binding on the Parties hereto, for the purposes of area sharing as agreed and recorded herein.

Owners Share

- a) the Owner shall be entitled to 20% (twenty per cent) of the total constructed area on the said Property i.e. about 3,607 square feet built up area, equivalent to about 335 square meters built up area (hereinafter referred to as the "**Owners Share**"), out of total constructed area admeasuring 18,034 square feet built up area, equivalent to about 1,675 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense, as provided herein and more particularly described in the **Schedule II** hereunder written.
- b) The Owner hereby agrees, declares and confirms the Owners Share as recorded herein and it will not demand any additional area, consideration, compensation and/or raise any claim, dispute, objection, etc. with the Developer with respect thereto at any time hereafter.



Developers Share

- c) the Developer shall be entitled to the remaining balance 80% (eighty per cent) of the total constructed area on the said Property i.e. about 14,427 square feet built up area, equivalent to about 1,340 square meters built up area (hereinafter referred to as the "**Developers Share**"), out of total constructed area admeasuring 18,034 square feet built up area, equivalent to about 1,675 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense, as provided herein, and more particularly described in the **Schedule III** hereunder written.

- 2.6 The Parties have agreed and clarified that the staff quarters, other services, passages/ pathways, etc. to be constructed and developed in the said Property, subject to approval /permission from the concerned authorities, for the exclusive and collective use and enjoyment by the respective owners of the residential premises/ villas, of the Owners Share and Developers Share, will at all times hereinafter be treated as and deemed to be "**Common Areas and Facilities**".

For the purposes of clarity and for avoidance of doubts, the provision and construction of the balcony/ terrace area and swimming pool appurtenant to the respective villas, in the Owners Share and Developers Share, in aggregate admeasuring about 2,313 square feet built up area equivalent to about 215 square meters built up area, does not form part of the FAR and have not been included in the computation for the total constructed area of about 18,034 square feet built up area, equivalent to about 1,675 square meters built up area as stated hereinabove.

- 2.8 During the subsistence of this Agreement and prior to completion of the construction/ development of the said Property i.e. completion of the Owners Share, Developers Share and the Common Areas and Facilities as provided herein, if any additional construction is permitted or any benefit is made available, which can be utilized by the Developer on the said Property, the said additional construction / benefit will be shared between the Parties hereto in the same proportion / percentage as agreed and recorded herein i.e. 20% (twenty per cent) will be the Owners Share and 80% (eighty per cent) will be the Developers Share.
- 2.9 It has been expressly clarified that the Developer shall at its sole discretion be entitled to avail the benefit as provided in the foregoing Clause 2.8 and the Developer shall not be obligated or bound to construct the said additional area on the said Property. In such an eventuality, the Parties will



mutually agree to such terms and conditions for the utilization of the additional benefit as provided herein or in the alternative, the Developer with the written consent of the Owner, shall be entitled to transfer, sale or assign the proportionate share of the Developers Share to any person by way of Transfer Developments Rights ("TDR") and/or in such manner as may be permissible under applicable law and the Owner will not object to nor raise any claim with respect thereto.

2.10 The Developer shall be entitled to modify or amend the design/s, plan/s, proposed /approved layout plan/s of the said Property including for the residential premises/ villas and/or submit fresh plans for the layout of the said Property to be developed, to the concerned authorities, without any reduction /deduction to the percentage of Owners Share to be allotted to the Owner in accordance with the terms hereof, without any prior consent/ permission from the Owner and the Owner hereby gives its/ his/ her express consent / permission to the Developer to modify, alter and submit fresh plans in respect of the said Property as provided herein.

2.11 It has been expressly clarified, agreed and confirmed between the Parties that the Developer shall be entitled to commence the development of the said Property in such manner as it deems fit and proper and the Owner shall not compel the Developer to commence and complete the development of the Owners Share prior to completion of the Developers' Share.

2.12 Neither Party shall have any claim or objection with respect to the share of the other Party as provided herein nor do any act, thing, deed, etc. which is detrimental to the rights of the other Party or prejudicially affects either Party or is contrary to the terms hereof.

2.13 It is hereby expressly agreed and confirmed between the Parties hereto that the respective Party shall be entitled to receive in its own name, the proceeds from the sale of the residential premises/ villas i.e. the Owner shall be entitled to receive the proceeds from the sale of the Owners Share and the Developer shall be entitled to receive the proceeds from the Developers Share, without any consent or permission of the other Party. However, post execution of this Agreement, the Parties may enter into such arrangement or understanding to receive the sale proceeds, in the name of and for and on behalf of the Party, as the case may be.

2.14 The Parties hereto have agreed to become a confirming party to the agreement/s for sale, sale deeds, documents, writings, etc. that may be entered into between the respective Party and the prospective purchasers



of the residential premises/ villas constructed or to be constructed on the said Property, if required and not otherwise. The Owner will not object to, protest or raise any claim or demand any compensation from the Developer, for being a confirming party, with respect to what has been agreed hereinabove.

2.15 In respect of the Developers Share, the Developer shall be at liberty to sell, transfer and/or allot a residential premises/ villa/s and/or rights in the residential premises /villa/s and structures to be constructed on the said Property and/or to enter into any package deal or arrangement for allotment, sale and transfer of residential premises/ villa/s and structures to be constructed on the said Property, at such price/consideration and on such terms and conditions, as the Developer may feel appropriate and the Owner will not claim or raise any objection with respect thereto.

2.16 At the request of the Developer, the Owner hereby agrees to execute a specific power of attorney to and in favor of the Developer and its authorized representatives, with powers and authority to all acts, deed, things, etc. for and in connection with the development of the said Property. Irrespective of the specific power of attorney being executed in favor of the Developer as contemplated herein, in the event, the Owner is required to remain present or attend before the concerned authorities for the purposes, for and in connection with this Agreement, the Owner shall forthwith attend to and cooperate with the Developer, without any excuses and delays. Further, the Owner shall execute all documents, deeds, writings, etc. that may be required by the Developer from time to time for the purposes as stated herein.

2.17 The name of the entire project to be developed on the said Property shall at times hereafter be known as "**Calisto Vaddo**".

3. **Sub-Division and Partition**

It has been expressly agreed and confirmed by the Owner that, prior to execution of this Agreement, it has not filed nor made any submission/ application for partition, sub-division of the said Property and/or any part thereof nor will file or make any submission/ application with respect thereto during the subsistence of this Agreement or event otherwise. Provided However, if such partition or sub-division of the said Property and/or any part thereof is required to be undertaken for the implementation and to avail any additional benefit or advantage from a development perspective by the Developer, which shall be subject to approval/ sanction from the concerned authorities, the Owner hereby grants its irrevocable consent and authority to the Developer for such partition/ sub- division



and the Owner will at all times hereafter cooperate with the Developer for such partition / sub- division, as the case may be.

4. **Completion of the Development**

4.1 The Developer has agreed to complete the development of the said Property in accordance with the layout plan approved/ sanctioned by the concerned authorities and of the residential premises/ villas on or before 31st March 2025, subject to Force Majeure Events as provided hereinbelow.

4.2 Save and except for the Force Majeure and for any reason not attributable to the Developer, if the Developer fails to deliver or delay in the completion of the development of the said Property, in particular, the Owners Share, within the time period stipulated hereinabove, the Owner shall be entitled to grant an additional time/ grace period of 6 (six) months to the Developer to complete the development.

4.3 If the Developer fails to complete the development during the additional grace period of 6 (six) months granted by the Owner as stated hereinabove, in such eventuality, the Owner at the request of the Developer and after ascertaining the status of development of the said Property, in particular, the Owners Share, the Owner may extend or grant an additional time period to the Developer for completion of the development.

4.4 The Developer shall, at its own cost and expense, be solely liable and responsible for obtaining all the requisite permissions, licenses, approvals, order, sanad, etc. pertaining to the development of the said Property and the occupancy certificate for the respective residential premises/ villas for the Owners Share and also, for the Developers Share. The Developer shall ensure that the development of the project is completed in all respects including the Common Areas and Facilities as stated herein.

4.5 Upon completion of the construction and development of the Owners Share or any part thereof in accordance with the terms hereof and the Developer obtaining occupancy certificate in respect of the Owners Share or any part thereof from the concerned authorities, the Developer shall forthwith, from time to time, inform the Owner about the same in writing to take possession of the Owners Share or any part thereof, within 30 (thirty) days from the date of intimation from the Developer, failing which it shall be deemed that the Owner has taken possession of the Owners Share or any part thereof, as the case may be. Further, the Owner shall be liable and responsible for payment of all statutory taxes and outgoings, etc. in respect of the Owners Share or any part thereof from the date of



occupation certificate, irrespective of the handover taken from the Developer as provided herein.

- 4.6 The development of the said Property shall be deemed to be complete in all respects upon the Developer handing over vacant and peaceful possession of the Owners Share or any part thereof to the Owner as provided hereinabove and to the prospective purchasers of the Developers Share, upon receipt of the occupancy certificate for the Developers Share or any part thereof, as the case may be.
- 4.7 Prior to taking the possession of the Owners Share as stated herein, the Owner shall visit, inspect, verify and satisfy itself with respect to the quality of construction and completion thereof and any defect or deficiency shall be forthwith be drawn attention of the Developer to enable the Developer to carry out and rectify the defects and deficiencies, if any, failing which the Owner shall not be entitled to claim or seek redress against the Developer in respect thereof.
- 4.8 Save and except for structural defects, cracks/dampness shall not be considered as defective work and further, the Developer shall not be responsible for colour/ painting work, variations in size of flooring tiles, glazed tiles or any natural stones like marble, granite, or any sanitary fitting etc. The Owner shall not be entitled to claim from the Developer, any amount towards the cost, expenses or charges of repairing or curing any defects undertaken or carried out by the Owner in the Owners Share, without the prior written consent of the Developer.
- 4.9 Upon completion of development of the said Property or any part thereof, the Developer shall at its sole discretion appoint a maintenance agency for the administration and maintenance of the said Property and the Owner and/or the owners/ purchasers of the Owners Share, contribute and pay to the Developer or to the maintenance agency, all costs and expenses incurred towards the maintenance, security, house-keeping, electricity, water, municipal taxes, outgoings and expenses, etc. at actuals, based on the proportionate area, for which construction has been completed by the Developer.
- 4.10 Upon completion of development of the said Property in accordance with the terms hereof and as per the applicable provisions of law, the Parties hereto will liable and bound to convey its share right title and interest in the said Property to and in favor of the prospective purchasers/ owners of the residential premises/ villas of the Owners Share and the Developers Share, or the association of the owners, entity, organization etc. formed



for the administration and maintenance of the said Property and/or any part thereof, as the case may be.

5. **Representations, undertakings, assurances, covenants of the Owner:**

- 5.1 The Owner is seized, possessed of and well sufficiently entitled to the said Property, with clear and marketable title, free from all encumbrances.
- 5.2 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.
- 5.3 The Owner has not done any act, deed, matter or thing whereby or reason whereof, the rights of the Developer for the development of the said Property or any part thereof, are prejudicially affected and the Developer is prevented from fulfilling its' obligations and compliance of the terms and conditions hereof in any manner whatsoever.
- 5.4 Prior to execution of these presents, the Owner has not agreed, committed or contracted or entered into any agreement, memorandum of understanding or writings, etc. for the sale, transfer, lease and leave and license or even otherwise of any nature whatsoever in respect of the said Property or any part thereof with any person or persons other than the Developer herein.
- 5.5 Prior to execution of these presents, the Owner has not created any mortgage, charge, security, availed any loan or financial assistance, or created any other encumbrance/s on the said Property in any manner whatsoever as mentioned herein nor will hereinafter, create any mortgage, charge, security, avail any loan or financial assistance, or create any encumbrance/s on the said Property or any part thereof in any manner whatsoever.
- 5.6 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 Property 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.
- 5.7 The Owner shall not object to any decision of the Developer pertaining to development of the said Property and/or construction of the residential premises/ villa/s such as; design, layout, number of residential premises/ villas to be constructed, collaterals, branding, sale and the price of the residential premises/ villa/s as long as the development is in accordance



with the sanctioned/ approved plans, drawings and the governing bye laws, rules and regulations, applicable laws, as the case may be.

- 5.8 The Owner shall not hire and/or engage any other person in connection with the development and construction of the said Property including marketing of the residential premises/ villas to be constructed therein and any services to be rendered by the Developer.
- 5.9 The Owner hereby expressly agrees to grant and hereby grants permission to the Developer, on the completion, before completion and during construction of the residential premises/ villas, to publish pictures of the residential premises/ villas (interiors and exteriors) including but not limited to the swimming pool, garden, landscaping etc. displaying on the Developer's website [REDACTED] or any such website as the Developer may deem fit 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.
- 5.10 There is no impediment to enter into this Agreement under any law or contract nor is there is any statutory prohibition or restriction on sale, development, transfer of the said Property and/or any part thereof and further, the said Property is not subject to any acquisition proceedings or otherwise, howsoever remote, of any kind whatsoever.
- 5.11 There is/was no statutory bar or prohibition to acquire/hold the said Property including and not limited to any provisions under the Goa Town & Country Planning Act, Goa Land Revenue Act or any other provision of law applicable to the said Property.
- 5.12 The Owner has not created any right of way nor granted any access, ingress or egress or otherwise to any person to the said Property in any manner whatsoever. Provided However, if any access or right of way is to be created on the said Property for the development of the said Property and/or any part thereof, the Owner will cooperate with the Developer for the same and unconditionally execute such writings and documentation pertaining thereto.
- 5.13 There are no disputes or otherwise pending with respect to the boundaries for the said Property.
- 5.14 The Owner has paid and hereby undertakes to forthwith pay all the property/ municipal taxes, statutory outgoing, charges, expenses, etc. pertaining to the said Property till the date hereof including any arrears,



outgoings, etc. due and payable for the period prior to this Agreement. Further, the Owner shall continue to pay and be liable for all the property/ municipal taxes, statutory outgoings, charges, expenses, etc. pertaining to the said Property as the owner of the said Property till the completion of development of the said Property in all respects as provided herein.

5.15 Further, the Owner shall be solely liable and responsible for stamp duty and/or registration fees, including penalty, if any, required to paid to any statutory authority in respect of any title documents relating to the said Property, prior to the date of this Agreement and shall keep the Developer indemnified for the same.

5.16 The Owner has not omitted to disclose to the Developer any material fact in respect of the said Property. The Owner is fully aware and conversant that the Developer has agreed to enter into this Agreement and carry out its obligations under this Agreement, relying upon and believing the statements, representations, assurances and declarations of the Owner in this Agreement to be true, correct and accurate.

6. **Representations, undertakings, assurances, covenants of the Developer**

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

6.2 The Developer has the expertise and experience in constructing residential properties, and the Developer shall, entirely at its own costs, solely undertake the designing, planning, construction, development, marketing and sale of residential premises/ villa being developed and constructed on the said Property.

6.3 The Developer shall apply for, obtain entirely at its own costs and pay for all necessary permissions, etc. for the development of the said Property from time to time including demolition of all existing structures, if any, and any other necessary clearances as may be required for the development of the said Property.

6.4 It is hereby agreed that in all matters relating to design, layout, number of residential premises/ villas to be developed, contractors, vendors /suppliers' selection, dealing with the concerned authorities, marketing strategies for the 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.

- 6.5 The Developer shall be entitled to enter into separate contracts in its own name with building contractors, architects, structural engineer, RCC consultants and other such consultants to prepare designs/plans and engage professionals for all other services that may be required for undertaking the development of the said Property, at its risk and make necessary payments /pay fees to them.
- 6.6 All the residential premises/ villas will be marketed and sold by the Developer under such brand and logo as the Developer deems fit and proper and the Owner will not object to the same at anytime in any manner whatsoever.
- 6.7 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.
- 6.8 The Developer shall complete construction of the residential premises/ villa/s on or before 31st March 2025.
- 6.9 The Developer shall be entitled to create any mortgage, charge, avail loan or financial assistance or create any other encumbrance whatsoever on the residential premises/ villas to be constructed on the said Property i.e. on the development rights granted to the Developer in accordance with the terms hereof.
- 6.10 The Developer confirms and agrees that the entire development of the said Property shall be carried out by the Developer and that the Owner shall not be responsible in any manner whatsoever either in the development/ construction activity or for any payments to the employees, contractors, consultants, agents, etc. of the Developer, as the case may be.
- 6.11 The Developer shall, at its own cost and expense, register the project i.e. construction and development of the said Property as stipulated hereunder, under Real Estate Regulation Act, 2016 ("RERA") and will comply with all the terms and conditions and rules and regulations as required to be complied with under the RERA for this project. The Owner shall be a co-promoter of the said project in terms of RERA.

7. **Transfer/ Assignment**

- 7.1 Post execution of this Agreement, the Owner shall not assign/transfer its share, right, title or interest or create any third party rights in the said



Property or any part thereof, except with prior written consent of the Developer and not otherwise.

7.2 In accordance with the provisions of RERA, the Owner hereby expressly permits and consents to allow the Developer to transfer or assign the benefits of this Agreement to any of its subsidiary, affiliates, group entities, etc. or any third party on such terms and conditions as it may deem fit and proper, without any prior consent/ permission from the Owner and such consent for the transfer/assignment of this Agreement by the Developer as provided herein, shall be binding upon the prospective purchaser/s of the Owners' Share in the said Property. Provided however, such proposed transferee/ assignee shall at all times be liable and responsible for due performance and observance of the terms and conditions contained herein.

8. **Force Majeure**

8.1 Neither Party shall be liable to the other for its failure to perform or fulfil any of its obligations to the extent that its performance is delayed or prevented, in whole or in part, due to any event, series of events, crisis, or state of affairs including acts of God or such other events beyond the reasonable control of the either Party:-

- 
- a) any action of the Government, orders, terrorist activities, cyber attacks, lightening, earthquake, tempest, cyclone, flood, storm, hurricane, tornado, volcanic eruption or fire or other casualty or accident or landslide, natural calamity not expressly referred to therein; or
 - b) war, act of terrorism, insurrection, rebellion, riots or other civil unrest/ violence, bandh or boycotts, or other violence etc.; or
 - c) epidemics, pandemics, quarantine restrictions or other public health restrictions or advisories accompanied by a Government order/ notification mandating such restrictions; or
 - d) strikes, lockouts or other labour interruptions; or
 - e) disruption to local, national or international transport service, trade embargoes directly interrupting the performance of this Agreement

and which event prevents the Developer from performing its obligations under this Agreement and which act or event is beyond the reasonable control and not arising out of the fault of the Developer and the Developer has been unable to overcome such act or event by the exercise of reasonable efforts, skill and care, including through expenditure of reasonable sums of money (each event referred to as a "**Force Majeure Event**").



8.2 If the Developer is unable to perform any of its obligations hereunder as a result of Force Majeure Event, the Developer shall: (i) give a written intimation to that effect to the Owner as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and (ii) use reasonable efforts to remedy such occurrence as quickly as possible. To the extent required, by any such occurrence of Force Majeure Event, performance hereunder by the Developer shall be suspended during the continuance of any such occurrence (but for no longer period). When such Force Majeure Event is remedied or ceased to be applicable, the Developer shall notify in writing to the Owner about the same.

8.3 Upon occurrence of the Force Majeure Event, the Parties will forthwith mutually assess the situation and agree to an amicable resolution with the intent to fulfil the purpose of this Agreement or termination of this Agreement, as the case may be.

9. **Termination:**

9.1 Save and except for a Force Majeure Event as stated hereinabove, neither Party shall be entitled to voluntarily terminate this Agreement, except for the reasons and account of, as provided herein.

9.2 In the event of any breach /default of the terms and conditions of this Agreement by either Party, in that case, the non-defaulting Party shall give a written notice of 30 (thirty) days to the defaulting Party, referring to the default/ breach committed of the terms and conditions hereof and to cure/ rectify the same within the said notice period, failing which this Agreement shall deemed to be terminated on the expiry of 30 (thirty) days' notice period, without any further notice or intimation to the defaulting Party and the consequences of termination shall follow.

By the Owner

9.3 Subject to Clause 8 and Clause 9.2 hereinabove, the Owner shall not be entitled to terminate this Agreement, save and except for the reasons and on account of:

- a) failure on the part of the Developer to rectify/ cure the breach committed and failure to fulfil its obligations under this Agreement;
- b) in the event of any bankruptcy or insolvency proceedings have been adjudicated and accepted by the Court of Law or concerned authorities against the Developer;



- c) any proceedings for winding up has been filed resulting into appointment of any Court Receiver or official liquidator/ insolvency resolution professional for the assets and business of the Developer;
- d) any act, deed, thing, etc. committed by the Developer which is contrary to the applicable provisions of law and the purposes of this Agreement cannot be achieved as agreed herein.

9.4 In the event of termination of this Agreement, for reasons attributable to the Developer as stated hereinabove, the Developer shall forthwith remove all its employees, contractors, representatives, contractors, personnel, equipment, machinery, etc. from the said Property and/or any part thereof and the Developer shall be entitled to handover copy of all permissions, licenses, building plans, drawings, designs, etc. to the Owner in respect of the said Property.

9.5 Upon termination of this Agreement by the Owner as provided herein, the Owner shall be entitled to deal with, sell, transfer and assign the said Property to any person or third party in such manner as the Owner may deem fit.

9.6 Further, upon termination of this Agreement, if the Owner has agreed to or sold the Owners Share, in that case, the Owner shall be solely liable and responsible for the fulfillment of the obligations as may be agreed and recorded between the Owner and the prospective purchaser, in the agreement for sale, deed of sale and/or any such writings, etc. as may be executed between the Parties thereto.

9.7 Upon termination of this Agreement, the specific power of attorney, if any, is executed by the Owner to and in favor of the Developer and/or its representatives for the purposes of development of the said Property as stated hereinabove, shall deemed to be revoked and stand terminated with immediate effect, without any notice or intimation of such termination.

By the Developer

9.8 Subject to Clause 8 and Clause 9.2 hereinabove, without prejudice to the other rights under this Agreement, the Developer shall not be entitled to terminate this Agreement, save and except for the reasons and on account of:

- a) failure on the part of the Owner to rectify/ cure the breach committed and failure to fulfil its obligations under this Agreement;
- b) incase, if any defect is found in the title of the Owner, resulting into prevention /obstruction of the development of the said Property and



ultimately, the final transfer/ conveyance/ assignment of the share right title and interest of the Owner in the said Property to the owners/ purchasers of the residential premises/ villa of the Owners Share and the Developers Share, as the case may be;

- c) in the event of any bankruptcy or insolvency proceedings have been adjudicated and accepted by the Court of Law or concerned authorities against the Owner;
- d) any proceedings for winding up has been filed resulting into appointment of any Court Receiver or official liquidator/ insolvency resolution professional for the assets and business of the Owner;
- e) any act, deed, thing, etc. committed by the Owner which is contrary to the applicable provisions of law and the purposes of this Agreement cannot be achieved as agreed herein.
- e) the Developer is prevented from undertaking the development of the said Property in accordance with the terms hereof by any persons and/or concerned authorities for any reasons directly or indirectly attributable to the Owner;

9.9 In the event of termination of this Agreement, for reasons attributable to the Owner as stated hereinabove, the Developer shall forthwith stop the development and construction work on the said Property and remove all its employees, contractors, representatives, contractors, personnel, equipment, machinery, etc. from the said Property and/or any part thereof.

9.10 Upon termination of this Agreement, all the permissions, licenses, building plans, drawings, designs, etc. in respect of the development of the said Property shall solely belong to the Developer, provided however, for the purposes of completion of the development and construction of the said Property, the Developer shall provide a copy of the same to the Owner, subject to receipt of the compensation and interest from the Owner as provided hereinabove.

9.11 Further, upon termination of this Agreement, if the Developer has agreed to or sold any of the residential premises/ villas to any prospective purchaser or person from the Developer Share, in that case, the Owner shall be solely liable and responsible for the fulfillment of the obligations as may be agreed and recorded between the Developer and the prospective purchaser or person, in the agreement for sale, deed of sale and/or any such writings, etc. as may be executed between the Parties thereto.

9.12 Upon termination of this Agreement, and refund and repayment of the amounts agreed and recorded herein by the Parties, the Owner shall be entitled to deal with, sell, transfer and assign the said Property to any



person or third party in such manner as the Owner may deem fit and not otherwise.

10. **Finance/ Loans**

10.1 On execution of this Agreement, the Owner has granted its consent and no objection to the Developer to avail loan and financial assistance from any person, bank, financial institution by creating a charge or security on the Developers Share and the Developer will be solely liable and responsible for the repayment of the same, without prejudicially affecting the share right title and interest of the Owner in respect of the said Property.

10.2 The prospective purchasers of the residential premises/ villas in the said Property, falling under the Owners Share /Developers Share, shall be entitled to raise a loan/ financial assistance from any person, bank, financial institution by creating a charge or security on the proportionate area of their respective residential premises/ villas, and will be solely liable and responsible for the repayment of the same, without prejudicially affecting the share right title and interest of the Owner in respect of the said Property and the development rights of the Developer as contemplated herein including the Developers Share.

11. **Communications/ Notices**

Any communication or notice to be served upon any Party to these presents shall always be in writing and shall be served either by (i) speed post with acknowledgment due or (ii) by courier at the respective addresses given below and within 7 (seven) days from the service thereof shall be deemed to be received by the addressee.

In case of the Owner:

To the Attention of: Legal Head

Address: First Floor, Impression House, 42A, G. D. Ambekar Marg,
Wadala (W), Mumbai 400031, Maharashtra.

Email:

In case of the Developer:

To the Attention of: Legal Head

Address: First Floor, Impression House, 42A, G. D. Ambekar Marg,
Wadala (W), Mumbai 400031, Maharashtra.

Email:

Any change in the above address shall be notified by the concerned Party to the other Party, in writing. Until and unless the communication of such



change in address is received by the other Party the above address shall be deemed to the valid and existing address of the Parties.

12. 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 of occurrence of such dispute. However, if the Parties fail to resolve the dispute or difference within a period of 30 (thirty) days as stated herein, 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 within 15 (fifteen) days from the date of expiry of the 30 (thirty) days' notice period, 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 and paid by the Parties equally.

13. Indemnity

13.1 Each Party mutually agrees to indemnify, defend and hold harmless the other Party (including such other Party's directors, employees, representatives 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.

13.2 Neither Party shall be liable to the other Party 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: -

- a) fraudulent misrepresentation or misstatement; or
- b) death or personal injury caused by negligence; or
- c) the specific terms of any indemnity in this Agreement.



13.3 This Clause shall continue without limit of time, and shall survive the termination of this Agreement.

14. **Compliance of Applicable Laws**

Both Parties shall be responsible for compliance of their respective obligations under the applicable laws.

15. **Miscellaneous**

15.1 The Parties hereto agree, declare and confirm that this Agreement does not constitute any joint venture or partnership between the Parties hereto. It is hereby agreed and declared that the Parties hereto have undertaken the obligations and have the rights specified herein on their own account as independent Parties and on a principle-to-principle basis and not on behalf of or on account of or as agent of any of them or of anyone else.

15.2 If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement, shall not, so far as possible, be affected by the severance.

15.3 Any alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by both the Parties.

15.4 No failure or delay by a Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

15.5 The stamp duty, registration fees and all other incidental expenses relating to the registration of this Agreement shall be borne and paid by the Developer. The Parties shall endeavor to attend the offices of the concerned Sub-Registrar of Assurances for the registration of this Agreement in accordance with the provisions of The Registration Act, 1908.

15.6 The original registered Agreement shall be kept by the Developer and a certified true copy thereof will be provided by the Developer to the Owner.

15.7 The Parties hereto shall bear and pay the professional charges of their respective Advocates/Solicitors.



For the purpose of stamp duty this Agreement it is valued at **Rs.1,00,50,000/- (Rupees One Crore and Fifty Thousand Only)** i.e 335 sq.mts (20% of the total of the total constructed area) i.e owners Share @ Rs. 30,000/- per sq

SCHEDULE I REFERRED TO HEREINABOVE:
("the said Property")

All that plot of land admeasuring about 2,907 sq. mts. forming a part of the property known as "Maira", admeasuring about 9,300 sq.mts, bearing Survey No. 243/12, which property is described in the Land Registration Office of Bardez under no. 12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa.

The said Property is bounded as under:

On the East: By the remaining part of property bearing Survey No.243/12;

On the West: By the property bearing Survey No.243/11;

On the North: By the remaining part of the property bearing Survey No.243/12;

On the South: By the existing Public Road.

SCHEDULE II REFERRED TO HEREINABOVE:
("Owners Share")

All that 20% (twenty per cent) of the total constructed area on the said Property (more particularly escribed in the Schedule I hereinabove) i.e. about 3,607 square feet built up area, equivalent to about 335 square meters built up area, out of total constructed area admeasuring 18,034 square feet built up area, equivalent to about 1,675 square meters built up area, which will be developed and constructed by the Developer, at cost and expense of the Developer.



SCHEDULE III REFERRED TO HEREINABOVE:
(“Developers Share”)

All that 80% (eighty per cent) of the total constructed area on the said Property (more particularly described in the Schedule I hereinabove) i.e. about 14,427 square feet built up area, equivalent to about 1,340 square meters built up area, out of total constructed area admeasuring 18,034 square feet built up area, equivalent to about 1,675 square meters built up area, which will be developed and constructed by the Developer, at its own cost and expense.

SCHEDULE IV REFERRED TO HEREINABOVE:
(“Common Areas and Facilities”)

1. Staff Quarters
2. Service Area;

all, for the exclusive and collective use and enjoyment by the respective owners of the residential premises/ villas, of the Owners Share and Developers Share.

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



Signed and Delivered)
by the withinnamed "the Owner")
ISPRAVA LUXURY REALTY EIGHT LLP)
Represented by its Partner)
MR. ADITY R. NAIK)



LEFT HAND FINGER TIPS IMPRESSIONS



RIGHT HAND FINGER TIPS IMPRESSIONS



Signed and Delivered
by the withinnamed "the Developer"
ISPRAVA VESTA PRIVATE LIMITED
Represented by its authorized Signatory
MR. ADITYA R. NAIK



LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				



In the presence of witnesses:

1. Adv. Sheshan Prakash Rawool

R/o. H.No.287, Povacao, Moira Bardez-Goa

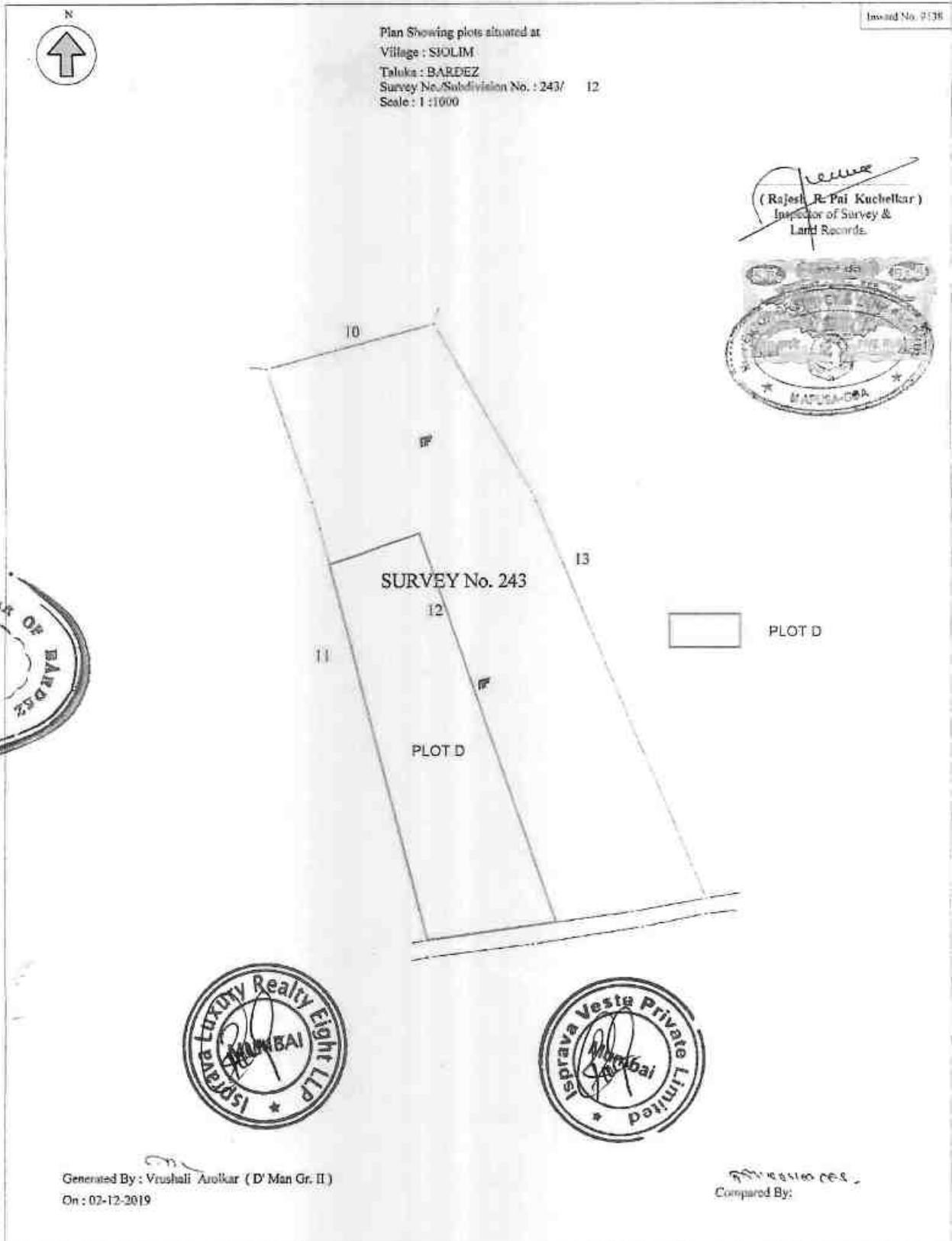
2. Mr. Vasudev Rauji Chopdekar

R/o. 131, Khurban Wada Chopdem, Agarvado Pernem-Goa





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





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 26-Dec-2022 01:26:13 pm

Document Serial Number :- 2022-BRZ-6061

Presented at 01:22:07 pm on 26-Dec-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	291500
2	Registration Fee	301500
3	Tatkal appointment fee	10000
4	Processing Fee	2080
Total		605080

Stamp Duty Required :291500/-

Stamp Duty Paid : 291500/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Aditya Naik Authorized Representative For ISPRAVA VESTA PRIVATE LIMITED ,Father Name:Ranjan Naik, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, Address1 - HNo.39, Tonca, Near Sewer Treatment Paint, Caranzalem, Tiswadi, Goa- Panaji, North Goa, Goa- 403002, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Aditya Naik Partner Of ISPRAVA LUXURY REALTY EIGHT LLP , Father Name:Ranjan Naik, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, HNo.39, Tonca, Near Sewer Treatment Paint, Caranzalem, Tiswadi, Goa- Panaji, North Goa, Goa- 403002, PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Aditya Naik Authorized Representative For ISPRAVA VESTA PRIVATE LIMITED , Father Name:Ranjan Naik, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, HNo.39, Tonca, Near Sewer Treatment Paint, Caranzalem, Tiswadi, Goa- Panaji, North Goa, Goa- 403002, PAN No.: [REDACTED]			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: SHESHAN PRAKASH RAWOOL, Age: 30, DOB: 1992-04-02 , Mobile: [REDACTED] , Email: [REDACTED] , Occupation: Advocate , Marital status : Unmarried , Address: 403507, Moira, Bardez, NorthGoa, Goa			
2	Name: VASUDEV RAUJI CHOPDEKAR, Age: 25, DOB: [REDACTED] , Mobile: [REDACTED] , Email: [REDACTED] , Occupation: Service , Marital status : Unmarried , Address: 403512, Agarvado, Pernem, NorthGoa, Goa			


Sub Registrar
[REDACTED]
BARDEZ

Document Serial Number :- 2022-BRZ-6061



Book :- 1 Document

Registration Number :- **BRZ-1-5863-2022**

Date : 26-Dec-2022

Allex
SUB-REGISTRAR
BARDEZ

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

Scanned by Sadanand Kadam (MTS)

Sadanand





गोवा GOA

DATE 7/10/22 SERIAL NO. 3720 VALUE 1000/- 671925
NAME OF PURCHASER Isprava Luxury Realty Eight LLP
RESIDENT OF Mumbai PURPOSE _____
PLACE OF VENDOR, PANAJI

VENDOR SIGN
CHANDRAKANT PATIL
LIC. NO. AGT. TR/2011/K. 12/12/2004


PURCHASER SIGN

2022- BR2 4535
10-10-2022



DEED OF SALE

THIS DEED OF SALE is executed at Mapusa, Goa, on this 10th
day of October of the year 2022.

be kishore



BETWEEN

1. **MR. MILIND HARI MAHATME**, son of Late Hari Vaman Mahatme, 66 years of age, Indian National, having PAN Card bearing no. _____, Aadhaar Card bearing no. _____ and resident B-11, Jay Nagar, Co-Op Housing Society Ltd, Swaminarayan Temple Marg, Panvel, Tal Panvel, District Raigad, Maharashtra- 402107 and his wife;
2. **MRS. NEETA MILIND MAHATME**, daughter of Shridhar Mahadeo Nadkarni, 62 years of age, Indian National, having PAN Card bearing no. _____, Aadhaar Card bearing no. _____ and resident of B-11, Jay Nagar, Co-Op Housing Society Ltd, Swaminarayan Temple Marg, Panvel, Tal Panvel, District Raigad, Maharashtra-402107,
3. **MR. RAJESH HARI MAHATME**, son of Late Hari Vaman Mahatme, 61 years of age, Indian National, having PAN Card bearing no. _____, Aadhaar Card bearing no. _____ and resident B-9, Union House, Lady Jamshedji Cross Road No.2, Opp. Soonawal Agiary, Mahim, Mumbai-400016 and his wife;
4. **MRS. RASHMI RAJESH MAHATME**, daughter of Mr.Vasant Waman Korgaonkar, 57 years of age, Indian National, having PAN Card bearing no. _____, Aadhaar Card bearing no. _____ and resident of B-9, Union House, Lady Jamshedji Cross Road No.2, Opp. Soonawal Agiary, Mahim, Mumbai-400016,
5. **MRS. KUSUM VASANT MAHATME**, daughter of Mr. Achyut Jagannath Sukhatankar, 87 years of age, Widow, Indian National, having PAN Card



BB Mahatme



bearing no. _____, Aadhaar Card bearing no. _____ and
resident of resident 4972, Miramar Avenue San Jose, California, 95129,
U.S.A.;

6. **MR. CHANDRASHEKHAR VASANT MAHATME**, son of Late Vasant Vaman Mahatme, 53 years of age, US National, having Passport bearing no. _____ and resident 4972, Miramar Avenue San Jose, California, 95129, U.S.A.; and his wife ✓

7. **MRS. SANJEEVANI CHANDRASHEKHAR MAHATME**, daughter of Mr. Sharad Achyut Sukhatankar 51 years of age, US National, having Passport bearing no. _____, and resident 4972, Miramar Avenue San Jose, California, 95129, U.S.A. ✓

8. **MR. SHAILENDRA ANAND MAHATME**, son of Late Anand Vaman Mahatme, 65 years of age, bachelor, Indian National, having PAN Card bearing no. _____, Aadhaar Card bearing no. _____ and resident B-7/6, Suman Nagar, V.N.Purva Marg, Chembur, Mumbai, Maharashtra 400071; ✓

9. **MR. PRASAD ANAND MAHATME**, son of Late Anand Vaman Mahatme, 59 years of age, Indian National, having PAN Card bearing no. _____, Aadhaar Card bearing no. _____ and resident B-7/6, Suman Nagar, V.N.Purva Marg, Chembur, Mumbai, Maharashtra 400071 and his wife;

10. **MRS. GAYATRI PRASAD MAHATME**, daughter of Mr. Gajanan Bikhu Kamat, 56 years of age, Indian National, having PAN Card bearing no. _____, Aadhaar Card bearing no. _____ and resident of



Handwritten signature: D. K. Kulkarni



B-7/6, Suman Nagar, V.N.Purva Marg, Chembur, Mumbai, Maharashtra 400071;

11. **MR. DINANATH VAMAN MAHATME**, son of Late Vaman Dattaram Mahatme, 86 years of age, Widower, USA National, Passport bearing no. _____ and resident of 1573, Wild Fox DR, Casselberry, Florida; ✓
12. **MRS.HIRA MAHATME HARRIS**, daughter of Mr.Dinanath Vaman Mahatme, 56 years of age, USA National, Passport bearing no _____ and resident of Moundsville, West Virginia; ✓
13. **MR.ARVIND MAHATME**, son of Mr. Dinanath Vaman Mahatme, 50 years of age, USA National, Passport bearing no _____ and resident of William's Bay, Wisconsin, United States of America and his wife; ✓
14. **MRS.SHERAN SURYAKANT MAHATME**, wife of Mr. Arvind Mahatme, 48 years of age, USA National, Passport bearing no _____ and resident of William's Bay, Wisconsin, United States of America; hereinafter collectively referred to as the "**VENDORS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, legal representatives, successors, executors, administrators, transferee(s), beneficiary(ies), legatee(s), nominees and permitted assigns) of the **FIRST PART**; ✓

AND

ISPRAVA LUXURY REALTY EIGHT LLP, a Limited Liability Partnership, bearing LLP Identification No _____, PAN Card bearing no _____, Email _____

LD Kulkarni



ID: _____, Ph.: _____ and having its registered office at First Floor, 42A, Impression House, G. D. Ambekar Marg, Wadala, Mumbai-400031, represented herein by its Partner **MR. ADITYA NAIK**, son of Mr. Ranjan Naik, aged about 32 years, Married, Service, Indian National, holding PAN Card bearing no _____ resident of House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa- 403002, duly authorised vide LLP Resolution dated 14th February 2022, 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 the partners for the time being, the last surviving partner and their/his/her permitted assigns, heirs, administrators, executors, nominees and successors-in-interest) of the **SECOND PART**.

The Vendor nos. 1 and 2 are represented herein through their Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 10th February 2022 executed before Notary Rakesh Kumar Yadav.



The Vendor no.5 is represented herein through her Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney 10th February 2022 duly apostille before Notary Public California Frank Dias, United States of America on 16th February 2022.

The Vendor nos.6 and 7 are represented herein through their Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney 10th February 2022 duly apostille before Notary Public California Frank Dias, United States of America on 16th February 2022.

Handwritten signature: J.S. Mahatme



The Vendor nos. 8, 9 and 10 are represented herein through their Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 10th February 2022 executed before Notary Rakesh Kumar Yadav.

The Vendor no.11 is represented herein through his Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 25th February 2022 duly apostille before Notary Public Briana Singleton Ford, State of Florida on 03rd March 2022.

The Vendor nos.12 is represented herein through her Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 05th May 2022 duly apostille before Notary Public Eric Beckley, State of West Virginia on 18th May 2022.

The Vendor nos.13 and 14 are represented herein through their Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 27th April 2022 duly apostille before Notary Public Loren Washington, State of Wisconsin on 10th May 2022.

Vide Power of Attorney dated 10th February 2022 executed before Notary Rakesh Kumar Yadav, the Vendor nos. 3 and 4 have constituted Mr. Dileep Bhairao Mahatme, as their Constituted Attorney and have further given powers to sub-delegate the powers granted unto him. Vide General Power of Attorney dated 09th March 2022, duly registered with the office of the Sub-Registrar of Bardez under no. BRZ-POA Register-31-2022 dated 29th March 2022, the said Mr. Dileep Bhairao Mahatme has further sub-delegated to Isprava Luxury Realty Eight LLP, represented herein by its Partner Mr. Aditya Naik, the powers granted unto him by the aforementioned Powers of Attorney. The Vendor no.3 and 4 are represented herein



Aditya Naik



by Isprava Luxury Realty Eight LLP, represented herein by its Partner Mr. Aditya Naik, duly constituted vide the aforementioned General Power of Attorney dated 09th March 2022.

The **VENDORS** and the **PURCHASER** are, wherever the context so requires, hereinafter individually referred to as "Party" and collectively as "the Parties")

WHEREAS:

A. The Vendors have to the extent of their respective rights, title and interest being transferred herein, have represented to the Purchaser as follows:

1. Prior to 23rd October 1914, one Mr. Esvonta Balcustam Sinay Ladda alias Esvonta Sinay Lada was the original owner in possession of the property known as "MAIRA" described in the Land Registration Office of Bardez under no. 12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18 but not enrolled in the Taluka Revenue Office, hereinafter be referred to as "**the Said Entire Property**".
2. In the Certificate of Description bearing No. 12651 drawn up at folio 37 of Book No. B-33(N) of the Land Registration Records of Bardez, it is recorded that the property known as "Arecal de Diogo Martins", "Zoilem Cullagoro, (Areca grove of Diogo Martins Zoilem Cullagoro)", also known by the name of "Zoixiachem Cullagoro", situated in the Village and Parish of Siolim was the 3/5th part of the property described under no. 5337 at folio 255 reverse of Book B 36 old and this property forms a separate and distinct property by itself. The said property was bounded on the east and west by the remaining 2/5th parts of the said entire



Aditya Naik



property belonging to Durgabay alias Auddubay and her husband Anta Sinai Quencro, on the north by the coconut grove "Tollomgrande" of Sebastiao Casimiro Drago, Antonio Joao Drago and others and on the south by the hill "Vaidongor" of the Comunidade of Siolim.

3. Vide an Agreement dated 23rd October 1914, drawn up at folio 6 of Book No. 152 of the notes of Caridade Frias, the Notary Public of the Judicial Division of Bardez, the said Esvonta Balcustam Sinay Ladda alias Esvonta Sinay Lada agreed to sell the Said Entire Property to (i) Dattaram Hory Sinai Matmo, (ii) Moresvor Hory Sinay Matmo and (iii) Vamona Datarama Sinay Matmo, for consideration and on the terms and conditions recorded therein.
4. Pursuant thereto, the property described under no.12651 at folio 37 of Book B 33 new, came to be provisionally inscribed in favour of the said Dattaram Hory Sinai Matmo, Moresvor Hory Sinay Matmo and Vamona Datarama Sinay Matmo in the Certificate of Inscription bearing No. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18 of the Land Registration Records of Bardez.
5. As per the Certificate of Inscription bearing No. 5089, drawn up partly at folio 83 and partly at folio 83 reverse of Book No. C-14 of the Land Registration Records of Bardez, the said Esvonta Balcustam Sinay Ladda alias Esvonta Sinay Lada had mortgaged the Said Entire Property in favour of the said Datarama Hory Sinay Matmo, Moreshwar Hory Sinay Matmo and Vamona Datarama Sinay Matmo, as guarantee of the consideration of sale, with respect to property which the said Esvonta Balcustam Sinay Ladda had promised to sell to the aforesaid parties for the sum of Rs.5000/-, on the undertaking to execute the agreement by



62/1/2012



way of Deed, within the time period of three months from the date of the Deed dated 23.10.1914, subject to the other terms and conditions of the Deed dated 23.10.1914.

6. Subsequently, vide Deed of Purchase, Sale and Discharge of Price dated 13th December 1915, drawn up partly at folio 87 reverse, folios 88, 88 reverse and partly at folio 89 of Book No. 153 of the year 1914 of the Notary Public of Bardez, Tabeliao, the said Esvonta Balcustam Sinay Lada alias Esvonta Sinay Lada sold the Said Entire Property to Dattarama Hori Sinay Matmo, Moreshwar Hori Sinay Matmo and Vamona Datarama Sinay Matmo. The said Esvonta Balcustam Sinay Lada alias Esvonta Sinay Lada was represented in the said Deed by his attorney Ananta Balcustam Sinay Lada alias Ananta Sinay Lada, constituted vide Deed dated 23rd October 1913, drawn up at folio 6 of book number 152 of the notes of Notary Public of the Judicial Division of Bardez, Joao Copertino da Caridade Frias.



7. Pursuant to the purchase of the Said Property vide the Deed dated 13th December 1914, the provisional inscription no. 12671 in favour of Datarama Hory Sinay Matmo, Moreshwar Hory Sinay Matmo and Vamona Datarama Sinay Matmo was made permanent.
8. From the Endorsement made to the Land Inscription No. 5089 drawn up partly at folio 83 and partly at folio 83 reverse of Book No. C-14 of the Land Registration Records of Bardez, it appears that pursuant to the purchase of the property described under no. 12651 at folio 37 of Book B 33 new vide the Deed dated 13th December 1914, the inscription of mortgage inscribed under no. 5089 in favour of Datarama Hory Sinay

Sub. Registrar



Matmo, Moreshwar Hory Sinay Matmo and Vamona Datarama Sinay Matmo was cancelled.

9. In the year 1971, the property came to be surveyed under survey no. 243/12 of Village Siolim. The property known as "MAIRA", admeasuring 9300 sq.mts, bearing survey no. 243/12, which property is described in the Land Registration Office of Bardez under no. 12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, shall herein after be referred to as the "**Said Property**" and is more particularly described in the **Schedule I** hereunder written to this Agreement for Sale.

10. The said Dattaram Hori Sinai Matmo expired on 19th October 1943, leaving behind his two sons, i.e. i) Vaman Dattaram Mahatme and ii) Bhairao Dattaram Mahatme as his legal heirs.

- 10.1 The said Vaman Dattaram Mahatme was married to one Jankibai V. Mahatme. The said Vaman Dattaram Mahatme expired on 12th February 1982 and his wife Jankibai V. Mahatme expired on 07th December 1964.

- 10.2 In the year 2021, Inventory Proceedings bearing no.413/2021/B came to be initiated in the Court of the Civil Judge Senior Division at Mapusa, in order to partition the estate of said Vaman Dattaram Mahatme. In the Affidavit/Statement on Oath of the Head of the



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Family dated 27th October 2021 filed in the said Inventory Proceeding, it is recorded that :

a. The said Vaman Dattaram Mahatme was married to one Jankibai V. Mahatme. The said Vaman Dattaram Mahatme expired on 12th February 1982 and his wife Jankibai V. Mahatme expired on 07th December 1964, leaving behind the following legal heirs:

- i. Hari Vaman Mahatme married to Suman Hari Mahatme;
- ii. Vasant Vaman Mahatme married to Kusum Vasant Mahatme;
- iii. Anand Vaman Mahatme married to Malini Anand Mahatme,
- iv. Dinanath Vaman Mahatme married to Meera Dinanath Mahatme.

b. The said Hari Vaman Mahatme expired on 12th November 2010 and his wife Suman Hari Mahatme expired on 15th January 2014, leaving behind the following children as their legal heirs:

- i. Milind Hari Mahatme married to Neeta Mahatme;
- ii. Rajesh Hari Mahatme married to Rashmi Rajesh Mahatme;

c. The said Anand Vaman Mahatme expired on 15th June 2015 and his wife Malini Anand Mahatme expired on 27th March 2013, leaving behind the following children as their legal heirs:

- i. Shailendra A. Mahatme (unmarried)
- ii. Prasad A. Mahatme married to Gayatri P. Mahatme



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10.3 In the Additional Affidavit/ Statement on Oath of the Head of the Family dated 18th February 2022, filed in the aforesaid Inventory Proceedings no.413/2021/B, it is recorded that :

a. The said Meera Dinanath Mahatme expired on 14th December 2017, leaving behind her husband Dinanath Mahatme as her moiety holder and the following children as her legal heirs:

- i. Hira Mahatme Harris
- ii. Arvind Mahatme married to Sheran Suryakant Mahatme

b. The said Vasant Vaman Mahatme expired on 13th July 2017, leaving behind his wife Kusum Vasant Mahatme and the following as his legal heirs:

- i. Chandrashekhar Vasant Mahatme married to Sanjeevani Chandrashekar Mahatme

10.4 In the Final List of Assets filed in the said Inventory Proceedings no.413/2021/B, the 1/3rd share of Vaman Dattaram Mahatme in the Said Property was listed as Item No.1.

10.5. Vide the Final Chart of Allotment filed in the said Inventory Proceedings No.413/2021/B, the 1/3rd share of Vaman Dattaram Mahatme in the Said Property came to be allotted to the following legal heirs in proportion to their respective shares:

- i. Milind Hari Mahatme married to Neeta Mahatme;
- ii. Rajesh Hari Mahatme married to Rashmi Rajesh Mahatme;
- iii. Shailendra A. Mahatme (unmarried);
- iv. Prasad A. Mahatme married to Gayatri P. Mahatme;
- v. Kusum Vasant Mahatme;



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- vi. Chandrashekar Vasant Mahatme married to Sanjeevani Chandrashekar Mahatme;
- vii. Dinanath Mahatme;
- viii. Hira Mahatme Harris;
- xi. Arvind Mahatme married to Sheran Suryakant Mahatme.

10.5 By virtue of the Judgment and Decree dated 30th July 2022 passed in the said Inventory Proceedings No.413/2021/B, the Final Chart of Allotment was confirmed and made absolute and the consequently the share in the Said Property stood allotted to the respective parties.

10.6 The other son of Dattaram Hori Sinai Matmo, the said Bhairao Dattaram Mahatme was married to Manikbai Bhairao Mahatme. The said Bhairao Dattaram Mahatme expired on 03rd January 1970 and his wife Manikbai Bhairao Mahatme expired on 03rd July 1997. Pursuant to the demise the said Bhairao Dattaram Mahatme and Manikbai Bhairao Mahatme, Inventory Proceedings bearing No. 6/2015/A came to be initiated by their son, Mr. Dileep Mahatme in the Court of the Civil Judge Senior Division at Mapusa.

10.6 In the Statement on Oath dated 12th February 2015 filed in the aforementioned Inventory Proceedings bearing No.6/2015/A, it was recorded that :

- a. The said Bhairao Dattaram Mahatme expired on 03rd January 1970 and his wife Manikbai Bhairao Mahatme expired on 03rd July 1997, leaving behind the following heirs:

for Mahatme



- i. Vishwas Bhairao Mahatme married to Medha Vishwas Mahatme.
- ii. Dileep Bhairao Mahatme married to Smita D. Mahatme;
- iii. Ajita Vasant Kerkar married to Vasant Kerkar
- iv. Aruna Bhairao Mahatme alias Seema Pai Verlekar married to Ramesh Pai Verlekar
- v. Neelima Dilip Borkar married to Dilip Borkar

b. The said Ajita Kerkar expired in the year 1982 leaving behind her husband Vasant Kerkar as her half sharer and the following as her heir;

- i. Mrs. Kiran Surendra Borkar married to Mr. Surendra Borkar;

c. The said Dilip Borkar expired in the year 1993, leaving behind his wife Neelima Dilip Borkar as his moiety holder and the following as his heir;

- i. Bipin Dilip Borkar.

d. The said Vishwas Mahatme expired on 23rd August 1997, leaving behind his wife Medha Vishwas Mahatme as his moiety holder and half sharer and the following as his legal heir;

- i. Paresb Vishwas Mahatme married to Shibani P. Mahatme;

e. The said Neelima Dilip Borkar expired in the year 2007 leaving behind her only son Bipin Dilip Borkar, as her legal heir.

f. The said Ramesh Pai Verlekar expired in the year 2014, leaving behind his wife Aruna Bhairao Mahatme alias Seema Pai



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Verlekar, as his moiety holder and half sharer and the following as his legal heirs:

- i. Asha Ramesh Pai Verlekar;
- ii. Nisha Ramesh Pai Verlekar.

10.7 Vide the Additional Statement on Oath dated 09th January 2019 filed in the aforementioned Inventory Proceedings bearing No. 6/2015/A, the name of Asha Ramesh Pai Verlekar was corrected to Asha Ramesh Prabhu Verlekar and the name of Nisha Ramesh Pai Verlekar was corrected to Nisha Ramesh Prabhu Verlekar

10.8 In the Additional Statement on Oath dated 05th July 2019 filed in the aforementioned Inventory Proceedings bearing No.6/2015/A, it was recorded that Paresb Vishwas Mahatme had initiated Inventory Proceedings bearing no.596/2016/C in respect of the share of Vishwas Bhairao Mahatme and the same has been concluded. In view of the same, the names of Paresb Vishwas Mahatme, Shibani P. Mahatme and his mother Medha Vishwas Mahatme be deleted from the present inventory.

10.9 In the Final List of Assets filed in the said Inventory Proceedings No.6/2015/A the 1/3rd share of Bhairao Dattaram Mahatme and Manikbai Bhairao Mahatme in the Said Property was listed as Item No. 11.

10.10 Vide the Final Chart of Allotment filed in the said Inventory Proceedings No.6/2015/A, the 1/3rd share of Bhairao Dattaram Mahatme and Manikbai Bhairao Mahatme in the Said Property



60/10/2019



which was listed as Item No. 11 was allotted to the following legal heirs in the following proportion:

- i. Dileep Bhairao Mahatme married to Smita D. Mahatme- 1/4th Share
- ii. Vasant Kerkar -1/8th share
- iii. Kiran Surendra Borkar and Surendra Borkar-1/16th share
- iv. Aruna Bhairao Mahatme alias Seema Ramesh Prabhu Verlekar- 1/8th share
- v. Asha Ramesh Prabhu Verlekar-1/16th share
- vi. Nisha Ramesh Prabhu Verlekar-1/16th share
- vii. Bipin Dilip Borkar – 1/4th share

10.11 By virtue of the Judgment and Decree dated 06th March 2021 passed in the said Inventory Proceedings No.6/2015/A, the Final Chart of Allotment was confirmed and made absolute and the consequently the share in the Said Property stood allotted to the respective parties.

10.12 The said Asha Ramesh Prabhu Verlekar alias Asha Saeesh Joshi is married to Saeesh Atmaram Joshi and the said Nisha Ramesh Prabhu Verlekar alias Nisha Mayuresh Pai is married to Mayuresh Pai, under the regime of communion of assets. Although, the said Saeesh Atmaram Joshi and Mayuresh Pai have been arrayed as Parties to this Deed, they have given their consent that the consideration amount payable to them, be paid to their wives respectively.



Signature



11. A separate Inventory Proceedings bearing no.596/2016/C was initiated in the Court of the Civil Judge Senior Division at Mapusa, pursuant to the demise of the said Vishwas Mahatme, in order to partition his estate.

11.1 In the Statement on Oath dated 21st December 2016 filed in the aforesaid Inventory Proceedings, it is recorded that the said Vishwas Mahatme expired on 23rd August 1997, leaving behind his wife Medha Vishwas Mahatme as his moiety holder and half sharer and the following as his legal heir;

i. Paresh Vishwas Mahatme married to Shibani P. Mahatme.

11.2 In the List of Assets dated 18th July 2017, the 1/4th share of Vishwas Mahatme in the Said Property was listed as Item No.11.

11.3 In the Final Chart of Allotment dated 20th September 2017, the 1/4th share of Vishwas Mahatme in the Said Property, which was listed as Item No. 11 was allotted to the following legal heirs in the following proportion:

- i. Medha Vishwas Mahatme (1/8th Share)
- ii. Paresh Vishwas Mahatme and his wife Shibani P. Mahatme (1/16th share)

11.4 By virtue of the Judgment and Decree dated 26th October 2017 passed in the said Inventory Proceedings No.596/2016/C, the Final Chart of Allotment was confirmed and made absolute and the consequently the share in the Said Property stood allotted to the respective parties.



Sh Shibani



12. The said Moreshwar Hari Mahatme was married to one Anandibai M. Mahatme. The said Moreshwar Hari Mahatme expired on 04th May 1986 and his wife Anandibai M. Mahatme expired on 02nd December 1971

12.1 In the year 2021, Inventory Proceedings bearing no.397/2021/A has been initiated in the Court of the Civil Judge Senior Division at Mapusa, in order to partition the estate of the said Moreshwar Hari Mahatme. In the Affidavit/Statement on Oath of the Head of the Family dated 27th October 2021, it is recorded that:

a. The said Moreshwar Hari Mahatme expired on 04th May 1986 and his wife Anandibai M. Mahatme expired on 02nd December 1971, leaving behind the following legal heirs:

i. Anant Moreshwar Mahatme married to Sushila Anant Mahatme

ii. Manohar Mahatme married to Tejaswini Mahatme;

iii. Mira Gude married to Vasant Gude;

iv. Rama Mahatme (unmarried)

v. Surendra Moreshwar Mahatme (unmarried)

vii. Shamala Sabnis married to Dattaram Sabnis.

viii. Usha Suryakant Danait married to Suryakant Damodar Danait

b. The said Anant Moreshwar Mahatme and the said Sushila Anant Mahatme, expired without leaving any legal heirs.

c. The said Manohar Mahatme expired on 06th June 2001, leaving behind his wife Tejaswini Mahatme as his moiety holder and the following as his legal heir:



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i. Nilesh Monohar Mahatme married to Dhanashree Nilesh Mahatme

d. The said Mira Gude expired on 19th January 2016 and the said Vasant Jalwant Gude expired on 20th March 1990, without leaving any legal heirs.

e. The said Rama Mahatme expired on 17th October 2004, without leaving any legal heirs.

f. The said Surendra Monohar Mahatme expired without leaving any legal heirs.

g. The said Usha Suryakant Danait expired on 10th October 2003 and the said Suryakant Damodar Danait expired on 30th August 2016, leaving behind the following legal heir:

a. Archana Phenany married to Shailesh Phenany

b. The said Pramila Venkatesh Hede married to Venkatesh Hede. The said Pramila Venkatesh Hede expired on 30th April 2020 and the said Venkatesh Shripad Hede expired on 28th April 1999, without leaving behind any legal heirs.

12.2 In the Final List of Assets dated 06th January 2022 filed in the said Inventory Proceedings No.397/2021/A, the 1/3rd share of Moreshwar Hari Mahatme in the Said Property was listed as Item No.1.

LS Mahatme



12.3 In the Additional Affidavit/Statement on Oath of the Head of the Family dated 11th February 2022 filed in the aforementioned Inventory Proceedings bearing No. 397/2021/A, it was clarified that the said Pramila Venkatesh Hede married to Venkatesh Hede was not the daughter of Usha Suryakant Danait and Suryakant Damodar Danait, but was the daughter of Late Moreshwar Hari Mahatme and his wife Late Anandibai M. Mahatme

12.4 Vide Final Chart of Partition dated 18th February 2022 filed in the said Inventory Proceedings No.397/2021/A, the 1/3rd share of Moreshwar Hari Mahatme in the Said Property which was listed as Item No.1 was allotted to the following legal heirs:

- i. Tejaswini Mahatme
- ii. Nilesh Monohar Mahatme married to Dhanashree Nilesh Mahatme
- iii. Shamala Sabnis married to Dattaram Sabnis.
- iv. Archana Phenany married to Shailesh Phenany

12.5 By virtue of the Judgment and Decree dated 05th May 2022 passed in the said Inventory Proceedings No.397/2021/A, the Final Chart of Allotment was confirmed and made absolute and the consequently the share in the Said Property stood allotted to the respective parties.

13. In the Index of Lands/ Form III with respect to the Said Property, the name of Mahatme's came to be recorded in the Occupants Column under mutation entry nos. 434, 1199, 1632 and 1647.

bb Mahatme



14. In the Manual Form I and XIV in respect of the Said Property, the names of Moreshwar Hari Mahatme, Vaman Dattaram Mahatme, Vishwas Bhairao Mahatme and Dilip Bairao Mahatme are recorded in the Occupants Column under mutation entry nos.1199, 1632, 1647 and 434 respectively.
15. In the Form 9 with respect to mutation entry no. 434, with reference to survey no.243/12 of Village Siolim, issued by the Talathi of Siolim, the name of Dilip Bhairao Mahatme is recorded as an occupant of the Said Property, since before survey, i.e. prior to 1971.
16. In the Form 9 with respect to mutation entry no. 1199, with reference to survey no.243/12 of Village Siolim, issued by the Talathi of Siolim, the name of Mr. Moreshwar Hari Mahatme is recorded as an occupant of the Said Property, since before survey, i.e. prior to 1971.
17. In the Form 9 with respect to mutation entry no. 1632, with reference to survey no.243/12 of Village Siolim, issued by the Talathi of Siolim, the name of Vaman Dattaram Mahatme is shown as an occupant of the Said Property, since before survey, i.e. prior to 1971.
18. In the Form 9 with respect to mutation entry no. 1647, with reference to survey no.243/12 of Village Siolim, issued by the Talathi of Siolim, the name of Vishwas Bhairao Mahatme is recorded as an occupant of the Said Property, since before survey, i.e. prior to 1971.



for [Signature]



- B. Pursuant to issuance of the Public Notice dated 19th August 2021 published in the Navhind Times (in English), Herald (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.
- C. The plot admeasuring 2907 sq.mts., designated as "**Plot D**", forming a part of the **Said Property** known as "**MAIRA**", admeasuring 9300 sq.mts in aggregate, bearing survey no.243/12, which property is described in the Land Registration Office of Bardez under no. 12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The plot designated as "**Plot D**" shall hereinafter be referred to the "**Said Plot D**" and is more particularly described in the **Schedule II** hereunder written to this Deed of Sale and is shown in Red colour boundary line on the plan annexed as "**Annexure A**".
- D. Pursuant to the negotiations between the legal heirs of Vaman Dattaram Mahatme, Bhairao Dattaram Mahatme, Moreshwar Hari Mahatme and the Purchaser herein, the Purchaser agreed to purchase and acquire all the 1/3rd undivided share, right, title and interest of the Interested Parties., equivalent to 969 sq. mts. in the **Said Plot D**.
- E. Since, the aforementioned Inventory Proceedings bearing no.413/2021/B filed in the Court of the Civil Judge Senior Division at Mapusa, in order to partition the estate of said Vaman Dattaram Mahatme, was still pending adjudication, vide Agreement for Sale dated 25th February 2022, registered



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with the Sub Registrar of Bardez, Goa under no. BRZ-1-1398-2022, recorded in Book 1 Document on 29th March 2022, executed by 1.Mr.Milind Hari Mahatme, 2.Mrs.Neeta Milind Mahatme, 3.Mr.Rajesh Hari Mahatme, 4.Mrs.Rashmi Rajesh Mahatme, 5.Mrs. Kusum Vasant Mahatme, 6.Mr.Shailendra Anand Mahatme, 7. Mr.Prasad Anand Mahatme, 8.Mrs.Gayatri Prasad Mahatme and 9.Mr.Dinanath Vaman Mahatme as the "Vendors" and Isprava Luxury Realty Eight LLP as the "Purchaser", the Vendors agreed to sell their 1/3rd undivided share, right, title and interest in the **Said Plot D**, equivalent to 969 sq. mts., to the Purchaser, on the terms and conditions stated therein. The Vendors had further put the Purchaser in possession of the **Said Plot D** as on the date of the Agreement for Sale dated 25th February 2022.

F. By virtue of the Judgment and Decree dated 30th July 2022 passed in the said Inventory Proceedings No.413/2021/B, certain share in the Said Property has also devolved upon 1..Mr.Chandrashekhar Vasant Mahatme, 2.Mrs.Sanjeevani Chandrashekhar, 3.Mrs.Hira Mahatme Harris, 4.Mr.Arvind Mahatme, 5.Mrs.Sheran Suryakant Mahatme, In view of the same, they have been also been arrayed as Vendors in the present Deed.

G. The Vendors herein are now desirous of conveying and transferring to the Purchaser herein, all their 1/3rd undivided share, right, title and interest equivalent to 969 sq. mts. in the **Said Plot D**. Relying on the representations, assurances and warranties given by the Vendors as stated therein and believing the same to be true and correct, the Purchaser has agreed to purchase and acquire all the 1/3rd undivided share, right, title and interest of the Vendors, equivalent to 969 sq. mts. in the **Said Plot D** free from all or any encumbrances, claims and demands of whatsoever nature for the aggregate consideration of **Rs.78,12,343/- (Rupees Seventy Eight**



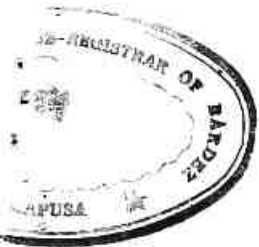
bs Mahatme



Lakhs Twelve Thousand Three Hundred and Forty Three Only) and on the terms and conditions hereinafter stated.

H. Each of the Vendor herein is making the following representations under this Deed only to the extent of his/ her right, title and share in the said Plot and none of the representations, assurances and warranties made by such Vendor shall be treated as or deemed to be representations made on behalf of the other Vendors. Further, each of the Vendor shall be liable only to the extent of his/ her representation and shall not be responsible or liable for any representation or assurances or warranties made by the other Vendors.

1. The title of the Vendor to the **Said Plot D** is clear, marketable and free from any encumbrances whatsoever;
2. As far as the Vendor is aware, the **Said Plot D** or any part thereof is not reserved for any public or acquired by any government authority, judicial, quasi-judicial authority or by any local/state/central bodies for any purpose.
3. The tenure of the **Said Plot D** is freehold;
4. Neither the Vendor nor anyone on his/her behalf has otherwise entered into any agreement or arrangement whether oral or written for sale or otherwise transferred or dealt with the **Said Plot D** or any part thereof or created any right or interest in favour of any third party in respect of the **Said Plot D** except the Agreement for Sale dated 25th February 2022 executed in favour of the Purchaser;
5. Neither the execution nor the delivery of this Deed of Sale nor the consummation of the transactions contemplated herein conflict with or will result in a breach of any of the terms, conditions and provisions of any documents, agreements, instruments, permissions, approvals, consents to which the Vendor is a party or by which he/she is bound;



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6. As far as the Vendor is aware, there are no prohibitory orders or any attachment orders passed by any judicial, quasi-judicial authority or by any local/state/central bodies, or otherwise any liabilities in respect of the **Said Plot D** or any part thereof.
7. There are no claims, demands etc., including but not limited to the income tax, wealth tax, sales tax authority or any other taxation proceedings, whether for recovery or otherwise, initiated by any taxation authorities or local authorities pending against the Vendor in respect of his/her share or entitlement in the **Said Plot D** or any part thereof upto the date of the Agreement of the Sale dated 25th February 2022.
8. As far as the Vendor is aware, there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or threatened against or with respect to the **Said Plot D**;
9. 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 including the National Company Law Tribunal and the National Company Law Appellate Tribunal, in which an award, order, decree or injunction has been passed, which may result in the attachment and/or sale of the **Said Plot D** and/or any part thereof and/or the right, title, share and interest of such Vendor in the **Said Plot D** and 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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10. The Vendors alone are entitled to all the proceeds of sale from the 1/3rd undivided share, equivalent to 969 sq mts, in the **Said Plot D**;
11. As far as the Vendor is aware, there are no claims, actions or judicial proceedings against the Vendor which would affect and, or, obstruct the ownership, use and occupation by the Purchaser of the **Said Plot D** sold to Purchaser under this Deed of Sale;
12. The Vendor has not created any mortgage, charge, lien, claims or demand in or over the 1/3rd undivided share, equivalent to 969 sq.mts. in the **Said Plot D** or any part thereof either by way of sale, gift, will, exchange, mortgage, trust, lease, tenancy, sub-tenancy, leave and license, lis-pendens, inheritance, hypothecation, loan surety, security lien, lien of any court or person, litigations, stay order, notices, charges, family or religious disputes, acquisition, decree, injunction, Income Tax or Wealth Tax attachments, or any other registered or unregistered encumbrances whatsoever or otherwise and as far as the Vendors are aware there are no third parties on the 1/3rd undivided share, equivalent to equivalent to 969 sq mts in the **Said Plot D**, either as trespassers or squatters as on the date of the Agreement for Sale dated 25th February 2022;
13. As far as the Vendor is aware, 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 his/her right, title and interest in the **Said Plot D** or any part thereof which restricts or may restrict the execution of these presents;



As per



14. As far as the Vendor is aware, there is no injunction or any other prohibitory order or any attachment order from any Court, Tribunal, including the National Company Law Tribunal and the National Company Law Appellate Tribunal, Collector, Revenue Authority, Village Panchayat, etc. thereby restraining or disentiing the Vendor from dealing with and/or disposing his/ her right, title, interest and share in the **Said Plot D** or entering into these presents;
15. Other than the Agreement for Sale dated 25th February 2022 in favour of the Purchaser, neither the Vendor nor any person/s claiming by, through or under him/her have created any adverse rights and/or entered into any Agreement for Sale, arrangement for sale or otherwise created any adverse rights in respect of his/ her right, title and interest in the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** or any part thereof or executed any Power of Attorney in favour of any person/s to deal with the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** or authorizing sale of their right, title, interest and share in the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** except the Power of Attorney issued in favour of Mr. Dileep B. Mahatme and the Power of Attorney executed by Mr. Dileep Bhairao Mahatme sub-delegating his powers in favour of Isprava Luxury Realty Eight LLP or taken any deposit in the form of earnest money deposit or otherwise from any third party other than the Purchaser whereby such Vendor is prevented from entering into these presents with the Purchaser;
16. No loans or financial assistance are availed by the Vendor from any Banks and other financial institutions or any person/individual, against his/ her right, title and interest in the **Said Plot D** or any part thereof;



for Isprava
Luxury Realty Eight LLP



17. The legal heirs of the Vendor, as on the date of the execution of the present Deed of Sale, do not have any claim, right, title and/or interest in the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** through such Vendor;
18. As far as the Vendor is aware, all the taxes, rates, assessments, duties, land revenue, etc., payable by the Vendors to the Village Panchayat, State or Central Government and any other concerned authority/entity upto the date of the Agreement for Sale dated 25th February 2022 in respect of the **Said Plot D** have been paid till the date of execution of these presents. In the event, any amounts are found to be due upto the date of execution of the Agreement for Sale dated 25th February 2022, the payment of the same shall be the sole responsibility of the Vendor in proportion to his/her respective share in the **Said Plot D**, irrespective of when the bill or notice for such payment has been issued or received;
19. Copies of all documents supplied by the Vendors are true and correct in all respects;
20. To the best of the Vendors knowledge there is no restriction for the transfer of the **Said Plot D** under The Goa, Daman and Diu Land Revenue Code, 1968 and/or The Transfer of Plot Act, 1882, Code of Comunidades, and/or any local, state, central acts currently in force.
21. The **Said Plot D** is an open plot of land. There were no structure/s standing on the **Said Plot D** or any part thereof as on the date of execution of the Agreement for Sale dated 25th February 2022..
22. The **Said Plot D** has an access. There is no right of ways, passages and other easement rights created by the Vendor or claimed against the Vendor by any third party as on the date of the Agreement for

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Sale on the **Said Plot D** hereby transferred, sold and conveyed by the Vendor.

23. As far as the Vendor is aware, there are no boundary disputes with the owners/occupants of the adjoining properties or any other person.
24. To the best of the Vendors knowledge, the **Said Plot D** is not subject to any Mundkarial rights, Agricultural Tenancy Rights, easementary rights or any other rights from any other person/s.

- I. It is however clarified that no representations are being made on the location, physical attributes, use and/or development potential of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**.
- J. The market value of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** hereby sold and transferred is **Rs.78,12,343/- (Rupees Seventy Eight Lakhs Twelve Thousand Three Hundred and Forty Three Only)**.
- K. Under the Agreement to Sell dated 25th February 2022, registered with the Sub Registrar of Bardez, Goa under no. BRZ-1-1398-2022, recorded in Book 1 Document, dated 29th March 2022, stamp duty at the rate of 2.9% amounting to Rs.2,24,900/- (Rupees Two Lakhs Twenty Four Thousand and Nine Hundred Only) was paid by the Purchasers. Further, under General Power of Attorney dated 09th March 2022, duly registered with the office of the Sub-Registrar of Bardez under no. BRZ-POA Register-31-2022 dated 29th March 2022, the Purchasers have further paid stamp duty amounting to Rs.3,10,100/- (Rupees Three Lakhs Ten Thousand and One Hundred Only). Hence, nominal stamp duty of Rs.1000/- is paid on this Deed of Sale.
- L. The **Said Property** is non-agricultural property. This document and transaction complies with the Foreign Exchange Management Act, 1999 and



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Reserve Bank of India Guidelines. The Office of the Sub-Registrar-cum-Civil Registrar of Bardez, at Mapusa shall not be responsible if the parties violate FEMA and RBI Guidelines.

- M. 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 21/08/1978.
- N. The Parties hereto are now desirous of recording the terms and conditions agreed between them in the manner hereinafter appearing.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of the aforesaid and relying upon the representations and declarations of the Vendors and based on the documents furnished by the Vendors, the Purchaser has carried out independent due diligence and physical verification of the **Said Plot D**, and has purchased 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** for an aggregate consideration of **Rs.78,12,343/- (Rupees Seventy Eight Lakhs Twelve Thousand Three Hundred and Forty Three Only)** being the full and final consideration payable by the Purchaser to the Vendors.

Under the Agreement to Sell dated 25th February 2022, duly registered with the Sub Registrar of Bardez under no. BRZ-1-1398-2022, recorded in Book 1 Document, dated 29th March 2022, the Purchasers have already paid an amount of **Rs.71,61,315/- (Rupees Seventy One Lakhs Sixty One Thousand Three Hundred and Fifteen Only)** to the Vendor nos.1-11. The consideration amount payable to the Vendor no.6 and 7 was received on their behalf by their mother/mother-in-law under the aforementioned Agreement to



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Sell dated 25th February 2022. The Vendor nos. 1-11 do hereby admit, acknowledge and confirm the payment and receipt whereof and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser.

The balance consideration amounting to **Rs.6,51,028/- (Rupees Six Lakhs Fifty One Thousand and Twenty Eight Only)** is paid by the Purchaser to the Vendor nos.12, 13 and 14 in the manner described hereunder:

- a. Amount of Rs.2,40,880/- (Rupees Two Lakhs Forty Thousand Eight Hundred and Eighty Only) paid to the Vendor No.12, vide Demand Draft bearing no.034550 dated 07th October 2022, drawn on ICICI Bank on the execution hereof.
- b. Amount of Rs.2,40,880/- (Rupees Two Lakhs Forty Thousand Eight Hundred and Eighty Only) paid to the Vendor No.13, vide Demand Draft bearing no.034549 dated 07th October 2022, drawn on ICICI Bank on the execution hereof.
- c. In view of the notification dated 1st June 2013, the Purchaser has paid towards Tax Deducted at Source, an amount of Rs.1,69,267/- (Rupees One Lakh Sixty Nine Thousand Two Hundred and Sixty Seven Only) on 08th October 2022, being 26.00% of the consideration amount paid under this Deed.
- d. That the consideration amount payable to the Vendor no.14 has been received by her spouse i.e. the Vendor no.13 herein The Vendor no. 14 does hereby admit, acknowledge and confirm the payment and receipt whereof and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser.



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2. The Vendors are aware of the fact that the Purchaser has relied on the correctness of the statements set forth in this Deed of Sale and based on the documents furnished by the Vendors, the Purchaser has carried out independent due diligence and physical verification of the **Said Plot D** and paid the amounts in this Deed of Sale in consideration of the Vendors selling, conveying and transferring all their respective 1/3rd undivided share, rights, title interest, equivalent to 969 sq mts in the **Said Plot D** to the Purchaser. The Parties agree that the Recitals form an integral part of this Deed of Sale.
3. Upon receipt of the entire sale consideration as aforesaid, the Vendors do hereby irrevocably grant, sell, convey, transfer and assure unto the Purchaser to have and to hold as an absolute and exclusive owner, without any interruption or disturbances by the Vendors or any persons claiming through or under the Vendors, free from all encumbrances, court attachments, litigations, maintenance, charges, claims and demands, all their respective 1/3rd undivided share, right, title, interest, claim and possession, equivalent to 969 sq mts in the **Said Plot D**, being of all plot admeasuring 2907 sq.mts., designated as "Plot D", forming a part of the property known as "MAIRA", aggregately admeasuring 9300 sq.mts, bearing survey no. 243/12, which property is described in the Land Registration Office of Bardez under no. 12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, which Plot is more particularly described in the **Schedule II** 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 the rights, title,



Signature



interest, ownership, possession, share, claim, demand and all the rights, benefits, privileges, and advantages in and to the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and every part thereof, including but not limited to the entire present and future Floor Area Ratio, transferable development rights and development potential in respect of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and/or arising therefrom of whatsoever nature and by whatsoever name called and all the benefits in lieu of the reservations/set-back area that are available or shall become available in future, with respect to the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**, **TOGETHER WITH** all 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 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** or land or ground hereditaments 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 Vendors into out of or upon the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** or any part thereof **AND TO HAVE AND TO HOLD** all and singular the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**, 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, its



by [signature]



partners or partner for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and their or his assigns, absolutely forever to possess, use and enjoy by the Purchaser, its partners or partner for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and their or his assigns, freely and absolutely with full right of enjoyment and possessing the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** free from all encumbrance, charges, lien, right or demand of any kind whatsoever **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 Vendors for the period upto the date of the Agreement for Sale dated 25th February 2022.

AND the Vendors do hereby acknowledge that the Purchaser is now the owner of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** **AND THE** Vendors do hereby covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendors or any person or persons lawfully or equitably claiming by from through under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary **AND THAT** the Vendors now have in themselves good right, full power and absolute authority to grant, release, convey, transfer, and assure the entirety of their respective 1/3rd undivided rights, title, interest and entitlements, equivalent to 969 sq mts in the **Said Plot D** hereby granted, conveyed, transferred and assured or intended so to be unto and for the use of the Purchaser **AND THAT** it shall be lawful for the Purchaser from time to time at all times hereafter to peacefully and quietly hold, enter upon,



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have, use, occupy, possess and enjoy the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** 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 its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or their executors, successors, assigns 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 Vendors their heirs, successors, assigns, executors and administrators shall to the extent of their respective share in the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**, keep sufficiently saved, defended, hold harmless and shall keep indemnified and held harmless the Purchaser of from and against all claims, actions, suits, proceedings, dues including any outstanding government or statutory dues, demands, disputes, losses, damages, costs, expenses, estates, title, charge and encumbrances whatsoever either already or hereafter made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them in respect of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** or otherwise in the event of (i) any representative statements, warranties and covenants of the Vendors being incorrect and untrue and/or on account of any wilful acts or omission by the Vendors; and (ii) any defect in title of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** or any third party claims relating to the title of the Vendors; and (iii) any breach, inaccuracy, error or omission in any of the representations, warranties, covenants, assurances and other terms and conditions of this Deed of Sale; (iv) any liabilities of any nature



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whatsoever in respect of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** pertaining to the period prior to the date of the Agreement for Sale dated 25th February 2022; (v) any misrepresentation by the Vendors withholding any material fact or information as known to such Vendor from the Purchaser that would have been critical to the Purchaser's evaluation of this sale transaction and also for concluding on clear title and marketability of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** (vi) any interference with the quiet and peaceful possession and use of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** by the Purchaser caused due to defect in title with respect to the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**; (vi) non-payment of any statutory dues, levies, taxes, assessments, duties, charges, costs, any other claims, etc. till the date of the execution of the Agreement for Sale dated 25th February 2022 i.e. payment of statutory dues, levies, taxes, assessments, duties, charges, costs, etc. in respect of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**, falling in arrears till the date of execution of the Agreement for Sale dated 25th February 2022; (vii) pendency of any acquisition proceedings, litigation, existence of rival claim, minor's interest or any charge, mortgage, maintenance charges or leasehold right over the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**, if any, created by the Vendor; It is however agreed and understood that the liability of the Vendor and the obligation to indemnify the Purchaser as aforesaid shall be limited to each Vendors respective share, right, title and interest in the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and no Vendor shall be held liable for any breach or misrepresentation on the part of any other Vendor. Further, the liability of the Vendor shall not in any event exceed the value of the consideration paid to him/ her under this Deed.



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4. The Vendors assure the Purchaser that if the Purchaser is deprived of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** or any part thereof on account of any legal defect in the title of the Purchaser to the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** arising out of the defect in title of the Vendors to the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**, then the Vendors will be liable and responsible to make good the loss suffered by the Purchaser and shall keep the Purchaser indemnified, saved and harmless against all such losses, costs and expenses accruing thereby to the Purchaser. It is reiterated that each Vendor shall be liable to indemnify the Purchaser, only to the extent of his/her share, right, title and interest in the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and the liability of each Vendor shall not in any event exceed the value of the consideration paid to him/ her under this Deed.
5. The Vendors agree and undertake that on execution of this Deed of Sale the Vendors have been left with no right, interest or title in the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and the Purchaser shall have the absolute right to transfer, assign, convey encumber, charge, mortgage the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** to any person at such terms and conditions they deem fit and proper at its sole discretion and deal with the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** in any manner whatsoever.
6. **AND FURTHER** the Vendors 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 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and every part thereof unto and to the use of the Purchaser in the manner aforesaid and as shall be required by the Purchaser, its partners or partner for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and their or his assigns.

7. **AND THAT** the Vendors confirm and record that on execution of these presents the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and all their respective 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 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** as owner thereof.
8. **AND** the Vendors 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 their respective 1/3rd undivided right title and interest, equivalent to 969 sq mts in the **Said Plot D** in favour of and in the name of the Purchaser in the revenue records and in such other Government and Semi Government records, 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;
9. **AND THE** Vendors do hereby covenant with the Purchaser that the Vendors shall simultaneously with the execution hereof hand over to the Purchaser all the original/certified/certified true copies of the title deeds and documents in respect of the **Said Plot D**, more particularly listed out in **Annexure B**. The

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Vendors confirm that they are not in possession of any other documents or deed in respect of the **Said Plot D**.

10. **AND THE** Vendors further declare that they shall render full co-operation to the Purchaser, without claiming any further costs, in getting the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** demarcated and sub-divided in all the land and revenue records and physically on the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and clearing all objections thereto at the exclusive costs to be borne by the Purchaser and shall execute all documents granting their No objection for the same.
11. **AND THE** Purchaser hereafter shall be the exclusive, legal and absolute owner of the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and the Vendors further declare that they have No Objection for the inclusion of the name of the Purchaser in the Form I and XIV with respect to the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and shall execute all documents granting their No objection for the same.
12. **AND THAT** the stamp duty and registration charges incidental to this Deed shall be paid by the Purchaser.
13. **AND THAT** the parties shall immediately upon the execution hereof, present the Original (duly stamped) copy of these presents for registration at the Office of the Sub-Registrar of Bardez at Mapusa and respectively admit execution hereof in accordance with the Indian Registration Act, 1908.
14. **AND THAT** the original registered copy of these presents shall be retained by the Purchaser and the duplicate counterpart hereof shall be retained by and be the property of the Vendors.

for Vendor



15. **AND THAT,** the Vendors 1 to 14 have appointed Mr. Dileep B. Mahatme as their power of attorney holder. It is however agreed and understood that Mr. Dileep B. Mahatme, as the power of attorney holder, shall not be responsible for any representation or warranties and/or liabilities and indemnities of such Vendors. Further, Mr. Dileep B. Mahatme has accepted the Demand Drafts for the consideration amounts on behalf of all the Vendor nos.12,13 and 14 as their Power of Attorney holder.
16. **AND THAT,** on the execution hereof the Vendors have sold, transferred and conveyed all their share, right, title, claim and interest in the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D** and have no remaining share, right, title, interest, claim of any nature whatsoever in or to the 1/3rd undivided share, equivalent to 969 sq mts in the **Said Plot D**.
17. **AND THAT,** vide Deed of Sale dated 25th February 2022, duly registered with the office of the Sub-Registrar of Bardez under no. BRZ-1-1363-2022 on 10th March 2022, executed by 1. Mrs. Medha Vishwas Mahatme, 2. Mr. Paresh Vishwas Mahatme, 3. Mrs. Shibani Paresh Mahatme, 4. Mr. Dileep Mahatme Alias Dileep Bhairao Mahatme, 5. Mrs. Smita Mahatme Alias Smita Dileep Mahatme, 6. Mr. Vasant Gangadhar Kerkar, 7. Mrs. Kiran Surendra Borkar, 8. Mr. Surendra Gurudas Borkar, 9. Mrs. Seema Verlekar Alias Aruna Bhairao Mahatme, 10. Mrs. Asha Saeesh Joshi Alias Asha Prabhu Verlekar, 11. Mr. Saeesh Atmaram Joshi, 12. Mrs. Nisha Mayuresh Pai Alias Nisha Prabhu Verlekar, 13. Mr. Mayuresh Pai, 14. Mr. Bipin Borkar Alias Bipin Deelip Sinai Borkar, 15. Mrs. Tejaswini Mahatme Alias Tejaswini Manohar Mahatme, 16. Mr. Nilesh Mahatme Alias Nilesh Manohar Mahatme, 17. Mrs. Dhanashree Mahatme Alias Dhanashree Nilesh Mahatme, 18. Mrs. Archana Shailesh Phenany, 19. Mr. Shailesh Vinayak Phenany 20. Mrs. Shamala Dattaram Sabnis and 21. Mr. Dattaram Vaman Sabnis, the other co-owners of

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18. **AND THAT** the transaction has taken place at Goa and as such courts at Goa shall have exclusive jurisdiction to entertain any dispute arising out of or in any way concerning this Deed of Sale.

SCHEDULE I

Description of "THE SAID PROPERTY"

All that property known as "MAIRA", admeasuring 9300 sq.mts, bearing survey no. 243/12, which property is described in the Land Registration Office of Bardez under no. 12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The said Property is bounded as under:

On the East : By the property bearing survey no.243/13 of Village Siolim;

On the West : By the property bearing survey no.243/11 of Village Siolim;

On the North : By the property bearing survey no.243/10 of Village Siolim;

On the South: By the Public Road.

SCHEDULE II

Description of "THE SAID PLOT D"

All that plot admeasuring 2907 sq. mts., designated as "Plot D", forming a part of the property known as "MAIRA", admeasuring 9300 sq.mts, bearing survey no. 243/12, which property is described in the Land Registration Office of Bardez under no. 12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka

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Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa. The Said Plot is bounded as under:

On the East : By the remaining part of the property bearing survey no.243/12;

On the West : By the property bearing survey no.243/12;

On the North : By the remaining part of the property bearing survey no.243/12;

On the South: By the Public 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 WITHINNAMED VENDORS

DILEEP
MR. DEELIP BHAIKAO MAHATME

AS THE CONSTITUTED ATTORNEY FOR

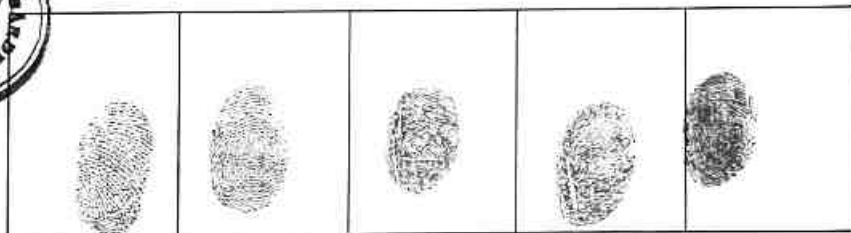
VENDORS NO.1, 2, 5 TO 14



for Mahatme



LEFT HAND IMPRESSIONS



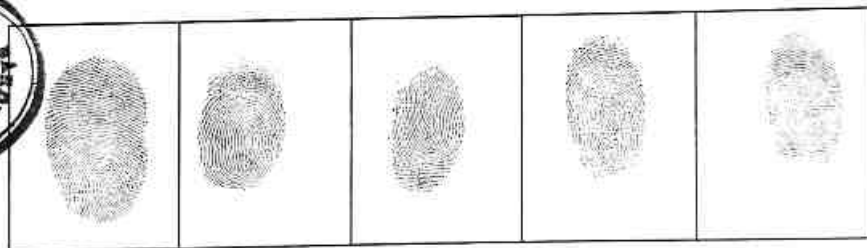
RIGHT HAND IMPRESSIONS



for Mahatme



Isprava Luxury Realty Eight LLP



22. 6. 1962



SIGNED AND DELIVERED)
BY THE WITHINNAMED PURCHASER)
ISPRAVA LUXURY REALTY EIGHT LLP)
THROUGH ITS PARTNER)
MR. ADITYA NAIK)



Isprava Luxury Realty Eight LLP

Partner

LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS

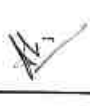


In the presence of

1. Mr. Vasudev R. Chopdekar
H.No. 131, Khurbanwada
Chopdekar, Lon.



2. Mr. Anish Kumar Singh
90, Tejprakash Singh - R.B.1 Dhanalaxmi
Nagar Bhadlam Panaji H.O. - North Lon.







RECEIPT

RECEIVED from the within named PURCHASER the sum of **Rs.6,51,028/-**
(Rupees Six Lakhs Fifty One Thousand and Twenty Eight Only) Less
TDS, paid vide aforementioned Demand Drafts, being the part consideration payable
by the PURCHASER to the VENDOR NOS.12, 13 and 14 as within mentioned.


Rs.6,51,028/-

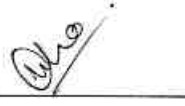
WE SAY RECEIVED

MR. DILEEP BHAIRAO MAHATME

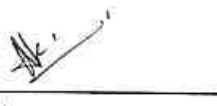
**(ON BEHALF OF VENDORS NO.12,
13 and 14)**

Witness :

1. Mr. Vasudev R. Chopdekar
H.No. 131, Kurban wala
Chopdepedhe, Goa.

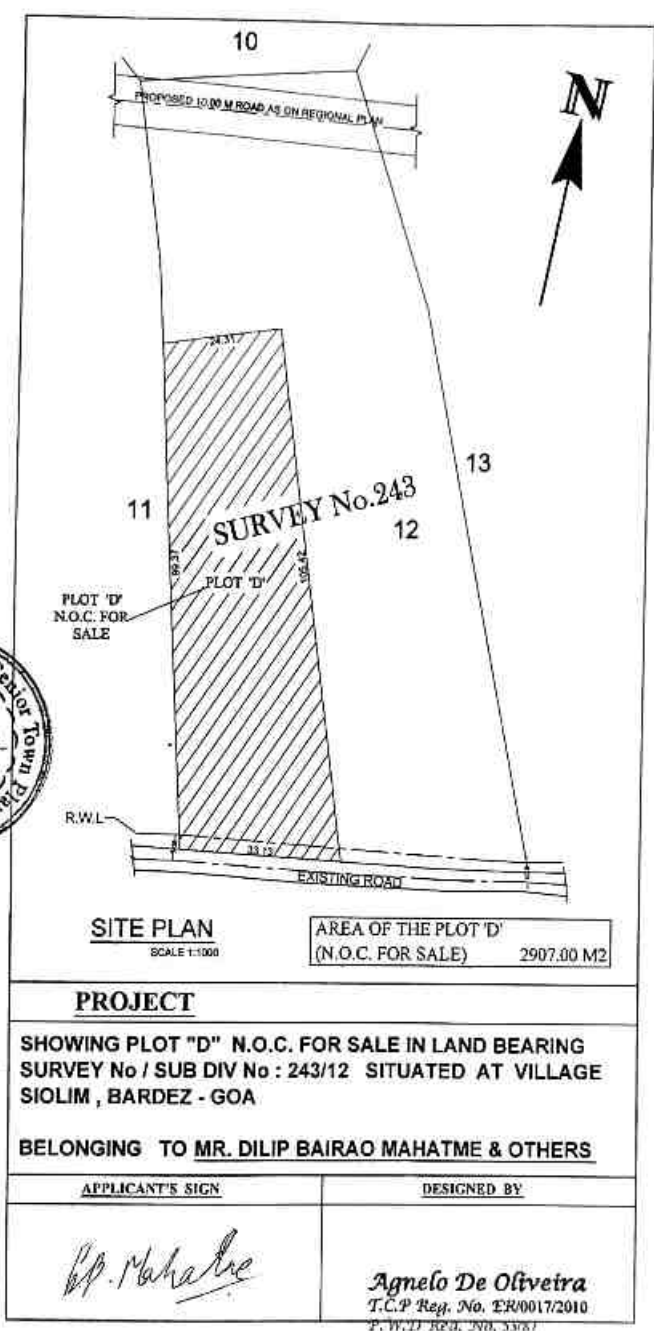


2. Mr. Anish Kumar Singh
S/o. Jaiprakash Singh R.B.I. Dhanalaxmi,
Nagar, Bhattem pangji H.O. North Goa.









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ANNEXURE B

(List of Documents)

- i. Copy of the Certificate of Description bearing No.12651 drawn up at folio 37 of Book No. B-33(N) of the Land Registration Records of Bardez.
- ii. Copy of the Deed of Agreement, Discharge, Release, Debt, Mortgage and Power of Attorney dated 23rd October 1914, drawn up at folio 6 of Book No. 152 of the notes of Caridade Frias, the Notary Public of the Judicial Division of Bardez.
- iii. Copy of the Certificate of Inscription bearing No. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18 of the Land Registration Records of Bardez.
- iv. Copy of the Certificate of Inscription bearing No. 5089, drawn up partly at folio 83 and partly at folio 83 reverse of Book No. C-14 of the Land Registration Records of Bardez.
- v. Copy of the Deed of Purchase, Sale and Discharge of Price dated 13th December 1915, drawn up partly at folio 87 reverse, folios 88, 88 reverse and partly at folio 89 of Book No. 153 of the year 1914 of the Notary Public of Bardez.
- vi. Copy of the Records and proceeding of Inventory Proceedings bearing no.230/2004/C filed in the Court of the Senior Division at Mapusa.
- vii. Copy of the Records and proceeding of Inventory Proceedings bearing No. 6/2015/A came to be initiated by their son, Mr. Dileep Mahatme in the Court of the Civil Judge Senior Division at Mapusa.
- viii. Copy of the Records and proceeding of Inventory Proceedings bearing no.596/2016/C was initiated in the Court of the Civil Judge Senior Division at Mapusa.
- ix. Copy of the Records and proceeding of Inventory Proceedings bearing no.413/2021/B came to be initiated in the Court of the Civil Judge Senior Division at Mapusa.
- x. Copy of the Records and proceeding of Inventory Proceedings bearing no.397/2021/A has been initiated in the Court of the Civil Judge Senior Division at Mapusa.
- xi. Certified copy of the Manual Form I and XIV with reference to survey no.243/12 of Village Siolim.
- xii. Certified copy of Form 9 with reference to mutation entry nos.434, 1199, 1632 and 1647 with respect to survey no.243/12 of Village Siolim.

Bob White





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 10-Oct-2022 05:20:04 pm

Document Serial Number :- 2022-BRZ-4535

Presented at 12:33:09 pm on 10-Oct-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Registration Fee	2310
2	Mutation Fees	1000
3	Processing Fee	7140
Total		10450

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Aditya Naik Partner In Isprava Luxury Realty Eight LLP Father Name:Ranjan Naik, Age: 32, Marital Status: ,Gender:Male,Occupation: Service, Address1 - House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa, Address2 - , PAN No.:			

THE CIVIL REGISTRAR OF
Executer

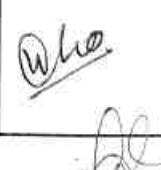
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Aditya Naik Partner In Isprava Luxury Realty Eight LLP , Father Name:Ranjan Naik, Age: 32, Marital Status: ,Gender:Male,Occupation: Service, House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa, PAN No.:			
2	Aditya Naik As Partner In Isprava Luxury Realty Eight LLP , Father Name:Ranjan Naik, Age: 32, Marital Status: ,Gender:Male,Occupation: Service, House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa, PAN No.: , as Power Of Attorney Holder for Rashmi Rajesh Mahatme			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Aditya Naik As Partner In Isprava Luxury Realty Eight LLP, Father Name:Ranjan Naik, Age: 32, Marital Status: ,Gender:Male,Occupation: Service, House No. 39, Tonca, Near Sewage Treatment Plant, Caranzalem, Tiswadi, Panaji, North Goa, Goa, PAN No.: , as Power Of Attorney Holder for Rajesh Hari Mahatme			
4	Dileep Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Neeta Milind Mahatme			
5	Dileep Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Milind Hari Mahatme			
6	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Kusum Vasant Mahatme			
7	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Sanjeevani Chandrashekar Mahatme			
8	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Chandrashekar Vasant Mahatme			
9	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Gayatri Prasad Mahatme			
10	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Prasad Anand Mahatme			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
11	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Shailendra Anand Mahatme			
12	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Dinanath Vaman Mahatme			
13	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Hira Mahatme Harris			
14	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Sheran Suryakant Mahatme			
15	Deelip Bhairao Mahatme , Father Name:Bhairao Mahatme, Age: 83, Marital Status: ,Gender:Male,Occupation: Other, 9-1, Sakalnagar Baner Road, Pune, PAN No.: , as Power Of Attorney Holder for Arvind Mahatme			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Anish Kumar Singh, Age: 28, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Unmarried , Address: 403001, R.B.1 , R.B.1 , Dhanlaxmi Nagar Bhatlem, Bhatlem, Panaji, Tiswadi, North Goa, Goa			
2	Name: Vasudev R Chopdekar, Age: 24, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Unmarried , Address: 403512, 131 Khurban Wada Chopdem Agarvado , 131 Khurban Wada Chopdem Agarvado , Agarvado, Pernem, North Goa, Goa			

Sub Registrar

SUB-REGISTRAR
BARDEZ

Book :- 1 Document

Registration Number :- **BRZ-1-5517-2022**

Date : 06-Dec-2022


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

SUB-REGISTRAR
BARDEZ

Scanned by Deepika Nait (LDC)
