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22668

Sr No. _____ Place of _____ and MAPUSA Date 16/11/2015-

Value of stamp paper 1000/-

Name of Purchaser Vijay Deshmukh

Residing at MAPUSA son of V. Deshmukh

As there is no one single stamp paper for the value of Rs. 1000/- therefore stamp papers for the completion of the value is attached alongwith.

Purpose _____

Transacting Parties _____

Signature of vendor _____

1 No 22 (R. R. P. Dessai) Signature of purchaser Deshmukh



AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT

AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT is made and executed at Mapusa, Goa, on this 17th day of the month of November of the year 2015;

Handwritten signature of vendor
Handwritten signature of purchaser

Ana Ester Monteiro & Pais

Carlo Jose Paulo Fonseca
R Monteiro

Mapusa
TMS
Goa

BETWEEN

1. SMT. ANA ESTERA FONSECA CELIA FONSECA, 72 years, daughter of Armando Fonseca and widow of Floriano Caetano Paulo Monteiro, landlady, married, Indian National, Pan card Not applied for, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa;
2. MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO, daughter of late Floriano Caetano Paulo Monteiro, 53 years, unmarried, Indian national, service, Pan card Not applied for and resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa and presently residing at 1819, Borda, Margao-Goa;
3. MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, son of late Floriano Caetano Paulo Monteiro, 42 years, unmarried, Indian national, service, Pan card Not applied for, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa; (The Executant no. 3 is represented by Executant no. 1 i.e. SMT. ANA ESTERA FONSECA CELIA FONSECA, who has been duly authorized by virtue of Power of Attorney dated 27/10/2015 duly authorized before Notary D. S. Petkar, Mapusa registered under serial no. 21077/2015 duly authorizing her to execute the present agreement and the copy of the said power of attorney is annexed to his power of attorney.)
4. MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, 67 years, daughter of the late Armando Fonseca and widow of Victor Mario Jose Paes, landlady, married, Indian National, holding Pan Card No. _____ ;
5. MR. JULIO ANTONIO PAES, 45 years, son of the late Victor Mario Jose Paes, in service, bachelor, Indian National, holding Pan Card No. _____ ;
6. MR. JOSE MARCOS PAES alias MARCUS PAES, 44 years, son of the late Victor Mario Jose Paes, in service, bachelor, Indian National, holding Pan Card No. _____ ,

All resident of H. No. 447, Salai, Salvador do Mundo, Bardez, Goa,

7. MRS. HANNAH MARIBEL EDMUND VIEGAS, 41 years, daughter of Edmund Viegas, service, Indian national, holding Pan Card No. _____ ;
8. MRS. RENITA MARIA VIEGAS alias RENITA VIEGAS, 41 years, of Edmund Viegas, service, Indian national, holding Pan Card No. _____ ;

Ana Ester Monteiro

EPaes

Mae

Jos Goaquima

*Armando Jose Paulo Fonseca
R Monteiro*



*Armando
R Monteiro*

9. MR. EDMUND VIEGAS, 77 years, son of late Joseph S. Viegas and married, retired, Indian national, holding Pan Card No. _____,

All residents of ½ Paradise Building, St. Paes B. Society Nahur Road, Mulud West Mumbai - 400 080;

(The Executant nos. 7 to 9 are represented by Executant no. 6 i.e. MR. MARCUS PAES, who has been duly authorized by virtue of Power of Attorney dated 10/11/2015 duly authorized before Notary Sheetal D. Gulhane, Mumbai registered under serial no. 354/2015 duly authorizing her to execute the present agreement and the copy of the said power of attorney is annexed to his power of attorney.)

10. MR. CAMILO JOSE PAUL FONSECA alias CAMILO FONSECA, 65 years, son of the late Armando Fonseca, landlord, married, Indian National, Pan Card Not applied for and his wife;
11. MRS. JOAQUINA BRAGANZA E FONSECA, 60 years, daughter of Jose Braganza, housewife, married, Indian National, Pan Card Not applied for;

Both residents of House No. 112, Mae de dues Chapal, Mae de dues waddo, Sangolda, Bardez, Goa,

And all shall Hereinafter referred to as the "SELLERS/ASSIGNORS" [which expression shall wherever the context so requires or admits, mean and include their legal heirs, executors, successors-in-interest and administrators] of the ONE PART;

AND

MR. VIJAY DESHMUKH, proprietor of Deshmukh Constructions, 52 years, married, business, having his office at MZ1, U.G.F. Chandrakant Apts., Mapusa-Goa, Hereinafter referred to as the "PURCHASER/ASSIGNEE" [which expression shall whenever the context so requires or admits mean and include his administrators, executors and successors-in-interest) of the OTHER PART;

AND

MR. RUI UBALDINO DA GAMA, 59 years, late Jose Da Gama, married, business, Indian National, Sole Proprietor of M/s GAMA BUILDERS, with its office situated at Sweet Home Building, First Floor, Rajwado, Mapusa, Bardez, Goa, hereinafter referred to as THE CONFIRMING PARTY (which expression shall unless repugnant to the context of meaning thereof, include his heirs, executors, successors, administrators, legal representatives and assignees) of the THIRD PART;

Ana Ester Monteiro

Camilo Jose Paulo Fonseca
R Monteiro

E Paes

Mrs Joaquina
J. V. S.



The SELLERS/ASSIGNORS, PURCHASER/ASSIGNEE & CONFIRMING PARTY are together referred to as 'PARTIES'.

WHEREAS the SELLERS/ASSIGNORS are lawful Owners of the property known as "MAE DE DEUS" situated at Sangolda, Bardez-Goa admeasuring an area of 5825 sq. mts., registered in the Land Registration office of Conservation D Registos Da Camarca De Bardez, under the Descricao Predial no. 36192 & 36193 on page no 17 & 18 of Book New B-93, with registered Public Testamento dated 28/6/1968 drawn on page 55 of Book no. B 76 of the Sub-registrar Notary Mr. Manuel Francisco Antonio Paul Nazareth and presently surveyed under no.95/22 of village Sangolda, Bardez, Goa. Hereinafter referred to as the said whole property.

AND WHEREAS a portion admeasuring an area of 400 sq. mts. out of the said whole property is in possession of one Mr. Anand Govind Tulaskar, R/o. Sangolda alongwith his house bearing no. 96/5/A+B and the remaining area of 5425 sq. mts., shall hereunder as referred to as the said property and same has been clearly shown in red colour on the plan annexed to the present agreement, which plan is signed by all the parties and the same shall form the part and parcel of the present Agreement.

AND WHEREAS it is specifically agreed between the SELLERS/ASSIGNORS that the title to the said area of 400 sq. mts., shall vest exclusively infavour of the SELLERS/ASSIGNORS no. 10 & 11 and shall have right to deal with the same with the occupant of the said area.

AND WHEREAS the SELLERS/ASSIGNORS have entered into an agreements dated 4/9/1995, 4/8/1995, 8/4/1995 and agreements for development of Land dated 26/2/1993 and power of attorney's pertaining to the said property in favour of the CONFIRMING PARTY, thereby granting on the Mr. Rui Gama, the exclusive rights & powers to develop and sell the constructed units constructed in the property bearing survey no.95/22 to the third parties/prospective purchasers subject to consideration as mentioned in the said agreements.

And whereas subsequently some dispute arose with the CONFIRMING PARTY & THE SELLERS/ASSIGNORS, due to which the CONFIRMING PARTY filed a special civil suit No.99/2008/A, which is presently pending in the court of CJSD at Mapusa, wherein the CONFIRMING PARTY has prayed for relief of specific performance of above agreement as well as for damages.

And whereas, the PURCHASER/ASSIGNEE have approached the SELLERS/ASSIGNORS with the proposal to purchase the said property from the SELLERS/ASSIGNORS as well as to grant/assign/transfer/surrender/convey all their rights, title and interest in the said property inclusive of the rights created under

Ana Ester Monteiro

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Benito Jose Paulo Fonseca

R. Monteiro



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D. Monteiro

agreements and power of attorneys, which proposal has been accepted by the SELLERS/ASSIGNORS.

And whereas the PURCHASER/ASSIGNEE have separately also approached the CONFIRMING PARTY with the proposal to grant/assign/transfer/surrender/convey all his rights, title and interest in the said property created under agreements and power of attorneys, which proposal has been accepted by the CONFIRMING PARTY.

NOW THIS AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT WITNESSES AS UNDER:-

1. The SELLERS/ASSIGNORS do hereby sell the said property as well as grant/assign/transfer/surrender/convey all their ownership as well as developmental rights, title and interest in the said property alongwith the above agreements and power of attorneys, infavour of the PURCHASER/ASSIGNEE, on the date of execution of the present Agreement.
2. In consideration of having sold the said property as well as granted/assigned/transferred/surrendered/conveyed all their ownership as well as developmental rights, title and interest in the said property alongwith the above agreements and power of attorneys, by the SELLERS/ASSIGNORS infavour of the PURCHASER/ASSIGNEE, the PURCHASER/ASSIGNEE shall pay the consideration in the following manners:-

- I. The consideration payable to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA by the PURCHASER/ASSIGNEE is as follows:-

- i. An amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs) PLUS One villa comprising of ground + 1 floor duly complete in all respect, having each of them built up area of 80 sq. mts. + 80 sq. mts., to be constructed by the PURCHASER/ASSINGEE, together with all amenities such as water, electricity connection and occupancy certificate etc.; subject to the conditions namely:-

- a. The ASSIGNORS shall also leave a portion of land admeasuring an area of 400 sq. mts., of the said whole property as shown in green colour on the plan annexed to this agreement to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA, which is presently in possession of his representative Mr. Anand Govind Tulaskar and that THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e.

Ana Ester Monteiro

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Camilo Jose Paulo
R. Monteiro
J. Fonseca

Joaquina



CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be entitled to deal with the said portion as per therein own discretion after filing of compromise terms in the Court in Reg. Civil Suit no.99/2008/A.

- b. That the said residential house bearing house no.112 of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA situated in the said property shall continue to be in occupation of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA till handing over the possession of the aforesaid villa completed in all respect by the PURCHASER/ASSIGNEE and that THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be liable to handover possession of the said residential house in the hands of the PURCHASER/ASSIGNEE on the date of accepting the possession of the said villa.
- c. The PURCHASER/ASSIGNEE shall hand over the possession of the aforesaid villa to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA within a period of 24 months subject to grace period of six months, from the date of renewal of licenses by V.P. of Sangolda, failing which the PURCHASER/ASSIGNEE shall pay an amount Rs.10,000/- (Rupees ten thousand) per month to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA towards compensation till handing over the possession of the said Villa. The Said Villas shall have exclusive one parking for his Vehicle.
- d. The PURCHASER/ASSIGNEE has today paid consideration amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA by way of two Cheque/Demand Draft bearing nos. 021705 & 021706, for an amount of Rs. 7,50,000/- (Rupees Seven Lakhs & Fifty Thousand only) each, both drawn on ^{HDFC Bank, Marolli} SBI, Ranaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS.

Ana Ester Monteiro

Camilo Jose Paul Fonseca & Paes

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10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA do hereby admit and acknowledge.

- e. The villa to be constructed by the PURCHASER/ASSIGNEE for THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be built after following all legal requirements and shall be in accordance with the specification duly approved and accepted by THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA and shall be with six metre wide road as an common access to main road touching the adjoining property bearing survey no. 95/23 & plot admiring 400 sq. mts., allotted to THE SELLERS/ASSIGNORS NOS. 10 & 11 as shown on the plan annexed to this Agreement.
- f. It is specifically agreed and understood that the constructed villa mentioned hereinabove shall be delivered ready in all respect to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA within a period of 24 months plus 6 months grace period from the date of obtaining renewal of license and the same is shown on the plan annexed herewith.
- g. The cost of the said Villa shall be considered to the sum of Rs. 80 Lakhs as part consideration for the sale of the said property.



II. The consideration payable to THE SELLERS/ASSIGNORS NOS. 1 to 3 i.e. ANA ESTERA FONSECA CELIA FONSECA, MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO and MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, by the PURCHASER/ASSIGNEE is as follows:-

- a. The PURCHASER/ASSIGNEE shall handover to THE SELLERS/ASSIGNORS NOS. 1 to 3 i.e. ANA ESTERA FONSECA CELIA FONSECA, MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO and MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, one flat of 94 sq. mts., in Block B building on the second floor to be constructed in the said property or in any other project of the PURCHASER/ASSIGNEE and the same shall be handed over within a period of 24 months plus 6

Ana Ester Monteiro

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months grace period from the date of obtaining renewal of license.

- III. The consideration payable to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES is as follows:-

The PURCHASER/ASSIGNEE shall pay an amount of Rs. 40,00,000/- (Rupees Forty Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES to be paid in the following manner:-



- a. Rs. 10,00,000/- (Rupees Ten Lakhs only) at the time of execution of the present agreement and accordingly the PURCHASER/ASSIGNEE has today paid an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES by way of 3 Cheques bearing nos. 134319, 134320 & 134321 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;
- b. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134322, 134323 & 134324 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6

Ana Ester Monteiro

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i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;

- c. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134325, 134326 & 134327 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;



- d. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134328, 134329 & 134330 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;

- IV. The consideration payable to THE SELLERS/ASSIGNORS NOS. 7 to 9 i.e. HANNAH MARIBEL EDMUND VIEGAS, RENITA VIEGAS & EDMUND VIEGAS is as follows:-

The PURCHASER/ASSIGNEE shall handover to THE SELLERS/ASSIGNORS NOS. 7 to 9 i.e. HANNAH MARIBEL EDMUND VIEGAS, RENITA VIEGAS &

Ana Ester Monteiro

Benito Jose Paulo Fonseca

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EDMUND VIEGAS, two flats of 47 sq. mts., each in Block B building on the second floor to be constructed in the said property or in any other project of the PURCHASER/ASSIGNEE and the same shall be handed over within a period of 24 months plus 6 months grace period from the date of obtaining renewal of license.

3. It is specifically agreed between the parties that the SELLERS/ASSIGNORS shall execute necessary irrevocable power of attorney in favour of PURCHASER/ASSIGNEE empowering the PURCHASER/ASSIGNEE to carry out necessary developmental work as well as giving other powers as may be required. It is specifically agreed that the SELLERS/ASSIGNORS shall not be entitled to revoke the irrevocable power of attorney granted in favour of the PURCHASER/ASSIGNEE during the subsistence of the present Agreement.

4. It is specifically agreed between the parties that the SELLERS/ASSIGNORS alongwith the CONFIRMING PARTY shall be responsible for signing the consent terms to be filed in the said special civil suit bearing no. 99/2008/A, amicably settling the said suit according to the terms and conditions mentioned in the present agreement.

5. It is specifically agreed between the parties that upon execution of the present Agreement, the SELLERS/ASSIGNORS shall not be responsible in any manner whatsoever to the CONFIRMING PARTY and that the PURCHASER/ASSIGNEE shall be solely responsible/liable for dealing with the CONFIRMING PARTY, Village Panchayat of Sangolda and all other authorities and to carry out necessary development in the said property at his own cost and expenditure and that the SELLERS/ASSIGNORS shall not be liable towards the same in any manner of whatsoever.

6. The SELLERS/ASSIGNORS do hereby assures the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS has an absolute, valid title and have absolute right, full power and absolute authority to assign, release, transfer and convey the entire developmental as well as selling rights in the said property in favour of the PURCHASER/ASSIGNEE.

7. The SELLERS/ASSIGNOR does hereby assure the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS have not created any charge or encumbrances on the said property nor is there any lien, charge or claim of whatsoever nature.

8. The SELLERS/ASSIGNORS do hereby further assures the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS have not entered into any agreement with any other person/persons/body of individuals and the

Ana Ester Monteiro

Luís José Paulo Ferreira

E Pais

R. Mateo

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SELLERS/ASSIGNORS and their successors-in-interest, liquidators, executors, administrators and assigns covenant with the PURCHASER/ASSIGNEE to indemnify the PURCHASER/ASSIGNEE from or against all encumbrances, charges, defeats and equities whatsoever or any third party claim from any person claiming any right over the said property and further covenant that if on account of defect of title of the SELLERS/ASSIGNORS, the PURCHASER/ASSIGNEE is deprived of the developmental as well as selling rights on the said property then, the SELLERS/ASSIGNORS undertake to compensate totally for all the losses and damages sustained by the PURCHASER/ASSIGNEE, except the agreements dated 4/9/1995, 4/8/1995, 8/4/1996 and agreements for development of land dated 26/2/1993 and a power of attorney's.

9. The PURCHASER/ASSIGNEE shall pay the following consideration to the CONFIRMING PARTY and the same shall be paid in the following manner:-

a. The PURCHASER/ASSIGNEE shall hand over complete in all respect 5 flats nos. 103, 104, 105, 106 & 107 consisting of total built up area of 415 sq. mts., located on the first floor of Block B as per plan attached hereto marked in red colour, with two car parking space below Block B, completed in all respect alongwith occupancy certificate in the said property alongwith proportionate right in the said property as detailed herein and the same shall be handed over within a period of 24 months subject to grace period of six months, from the date of signing this agreement and further to pay an amount of Rs. 75,00,000/ (Rupees Seventy Five Lakhs only) following manner:-

i. Rs. 10,00,000/- (Rupees Ten Lakhs only) paid by cheque no. 134331 for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY.

ii. And balance in 15 installments of Rs. 4,00,000/- (Rupees Four Lakhs only) each by cheque bearing nos. 134332 to 134346 all drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY and Rs. 5,00,000/- (Rupees Five Lakhs only) by cheque bearing no. 134347 drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY;

10. It is specifically agreed between the parties that the CONFIRMING PARTY shall execute necessary specific power of attorney with time limit for renewal of licenses/approvals in favour of PURCHASER/ASSIGNEE empowering the

[Signature]

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Ana Ester Monteiro

Leandro Jose Paulo Fendeca

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PURCHASER/ASSIGNEE to do all the licensing of the project under development in survey no. 95/22 of village Sangolda, Bardez-Goa.

11. It is specifically agreed between the parties that upon execution of the present agreement, the CONFIRMING PARTY shall not be responsible in any manner whatsoever to the SELLERS/ASSIGNORS and that the PURCHASER/ASSIGNEE shall be solely responsible for dealing with the SELLERS/ASSIGNORS, Village Panchayat of Sangolda and other authorities and to carry out necessary development in the said property at his own cost and expenditures and that the CONFIRMING PARTY shall not be liable towards the same in any manner whatsoever nature.
12. The CONFIRMING PARTY hereby declares that he has entered into an agreement for settlement with the PURCHASER/ASSIGNEE separately and that he has absolute right full power and authority to settle his claims with the PURCHASER/ASSIGNEE by giving up his right of whatsoever nature under the agreements in favour of the PURCHASER/ASSIGNEE and to compromise the said suit no.SCS no. 99/2008/A accordingly.
13. The CONFIRMING PARTY does hereby assure the PURCHASER/ASSIGNEE that the CONFIRMING PARTY have not created any charge or encumbrances on the said property nor is there any lien, charge or claim of whatsoever nature.
14. The CONFIRMING PARTY do hereby further assures the PURCHASER/ASSIGNEE that the CONFIRMING PARTY have not entered into any agreement with any other person/persons/body of individuals and the CONFIRMING PARTY and their successors-in-interest, liquidators, executors, administrators and assigns covenant with the PURCHASER/ASSIGNEE to indemnify the PURCHASER/ASSIGNEE from or against all encumbrances, charges, defeats and equities whatsoever or any third party claim from any person claiming any right over the said property, for any acts, deeds or things done by the CONFIRMING PARTY in the past prior to execution of this agreement .
15. The SELLERS/ASSIGNORS shall be responsible for furnishing the valid succession certificate/inventory proceedings to the PURCHASER/ASSIGNEE for which the SELLERS/ASSIGNORS have given necessary power of attorney to the PURCHASER/ASSIGNEE to pursue the same.
16. The SELLERS/ASSIGNORS hereby confirms to have conferred the absolute and exclusive development and Sale rights unto and in favour of the PURCHASER/ASSIGNEE for utilization of the present and future F.S.I. (FLOOR SPACE INDEX)/ F.A.R. (FLOOR

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T. Vas Joaquim

B Matao

AREA RATIO) in respect of the Said Property, upon the terms and conditions set out in this AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT hereinafter. However all costs whereof is to be borne by the PURCHASER/ASSIGNEE in relation to the proposed development and construction of the buildings.

17. The PURCHASER/ASSIGNEE is entitled and authorized to sell the proposed flats/units/premises etc., to the prospective Buyers/Purchasers of their own choice and to appropriate consideration and SELLERS/ASSIGNORS & the CONFIRMING PARTY shall not have any objection towards the same and the SELLERS/ASSIGNORS & the CONFIRMING PARTY do hereby accord their the express consent to the PURCHASER/ASSIGNEE to authorized to sell the proposed flats/units/premises etc. to the prospective Buyers/Purchasers of its own choice.
18. The PURCHASER/ASSIGNEE confirms to have accepted the conferment of the absolute and exclusive development and Sale rights for utilization of the present and future F.S.I./F.A.R. in respect of the Said Property. In case additional F.S.I./F.A.R is made available by the concerned local/Government authorities either due to amendments in relevant Building Rules and Regulations or for any other reason, the PURCHASER/ASSIGNEE shall have the absolute right to develop the said available F.S.I./F.A.R in future for construction of additional units/premises and Such additional benefit shall be available only to the PURCHASER/ASSIGNEE.
19. The entire cost of construction of the proposed project including cost of material, labour, expenses for clearance fee of the architect and other charges etc., shall be borne and paid by the PURCHASER/ASSIGNEE. The entire decision with respect to the proposed project shall be taken by the PURCHASER/ASSIGNEE for construction including selling and using of Building Technology.
20. The SELLERS/ASSIGNORS & the CONFIRMING PARTY have handed over physical possession of the said Property to the PURCHASER/ASSIGNEE on the date of execution of the present agreement except as provided in sub clause (b) of clause (I)and that the PURCHASER/ASSIGNEE shall have full right and authority to enter, commence, carry on and complete developmental work in the said Property, in accordance with the approved plans and permission granted towards the same.
21. The PURCHASER/ASSIGNEE shall be entitled to sign and execute all the Agreements for Sale and/or sale deeds of the flats/tenements/premises/units etc as per the prevailing Laws and the SELLERS/ASSIGNORS shall be the confirming party in any such Agreement of Sale and/or Sale Deeds if need arises.

Rullo

Dashmika

Ana Ester Monteiro

EPaes

Leonil. Torre Paul Branca

Maes

J. Vas

Joaquim

R Mateo

22. The SELLERS/ASSIGNORS & the CONFIRMING PARTY shall not have any claim or claims or demands except the consideration agreed and mentioned hereinabove and that the PURCHASER/ASSIGNEE shall be entitled to construct and/or build other buildings consisting of flats/premises/villas etc., in the said Property at his own discretion and free to sell the same to any buyer or buyers as per the desire and wishes of the PURCHASER/ASSIGNEE.

23. All the parties shall be entitled for the specific performance of the terms and conditions of this deed of assignment.

24. Any alterations or additions to this agreement and any communication to any of the parties of this deed shall necessarily be in writing duly signed and executed by the parties hereto and shall be sent by Registered Post A.D. at the addresses mentioned hereinabove.

25. The 4 original sets of this agreement have been printed and each one shall have original of the same.

IN WITNESS WHEREOF the Parties to this Agreement have set and subscribed their respective hands on the day, month and year aforementioned in the presence of attesting witnesses.

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 1.

[Handwritten signature]
(INDIA)



Ana Estera Monteiro
1. ANA ESTERA FONSECA CELIA FONSECA,

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 2.



R. Mateus
2. MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO,

Ana Esteiro

8 Paus

[Handwritten signatures]
R. Mateus
Ana Esteiro
Benito Jose Paulo
Goaquerna
2 hrs

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 3.



Ana Ester Monteiro

3. ANA ESTERA FONSECA CELIA FONSECA
(Lawful attorney of the SELLER/ASSIGNOR NO. 3 namely MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO)

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 4.



E Paes

4. MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES,

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 5.



J Paes

5. JULIO ANTONIO PAES,
Ana Ester Monteiro

E Paes

alias goaquerna

J Paes

bonito Jose Paulo Fonseca

R Mateo

Mateo
Dechonda

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 6.



Mes

6. MR. JOSE MARCOS PAES alias MARCUS PAES

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 7, 8 & 9.



Mes

MR. JOSE MARCOS PAES alias MARCUS PAES
Lawful attorney of SELLER/ASSIGNOR NO. 7, 8 & 9 namely MRS.
HANNAH MARIBEL EDMUND VIEGAS, MRS. RENITA MARIA VIEGAS
alias RENITA VIEGAS & EDMUND VIEGAS,

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 10.



Camilo Jose Paul Fonseca

10. CAMILO JOSE PAUL FONSECA,

Ana Ester Monteiro

Mes

Mes

Paes goa

berik Isre Sub Hcas

Yonka Tves

R Marten

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 11.



Joaquina

11. JOAQUINA BRAGANZA E FONSECA

SIGNED, SEALED AND DELIVERED by the withinnamed PURCHASER/ASSIGNEE.



Deshmukh

(MR. VIJAY DESHMUKH)

SIGNED, SEALED AND DELIVERED by the withinnamed CONFIRMING PARTY.



Rui Ubaldino da Gama

(MR. RUI UBALDINO DA GAMA)

Ana Ester Monteiro

Rui

Deshmukh

bonis Jos Paulo Costa

*espar
Bar
1/10/11*

Joaquina

A Monteiro

In the presence of the following WITNESSES:-

1) Name:- VILAS PILANKAR
Address:- MAPUSA GOA
Signature:- *Vilas Pilankar*

2) Name:- AMAR GHONK
Address:- MAPUSA GOA
Signature:- *Amars*

Amars
Am Ester Martins

Deedmas



R Matew *Goaguna*
banib for Paul Fonseca

SPECIFICATIONS

- STRUCTURE** : R.C.C framed structure
- WALLS** : 23 cms laterite stone masonry and 11.5 cms bricks masonry
- PLASTER** : 1:3 cement mortar 12 mm thick internal plaster finished with readymade lambi and 1:3 cement mortar external plaster (sponge finish) with grove / bands as per design
- FLOORING** : 2"x2" vitrified tiles in bedrooms, Marble for staircase. Non skid ceramic tiles for toilet floor and \ ceramics tiles for dado up to ceiling.
- WINDOWS** : Sal/ matti wood frame with Indian teak wood shutters and 4 mm glass.
- DOORS** : French doors- sal/ matti wood frame with teak wood shutter and 4 mm glass and steel fitting. Main door - sal wood Frame with teak wood shutter. Toilet door of Sintex.
- PAINT** : External paint - Apex and Internal paint - OBD
- PLUMBING** : Piping - CPVC/PVC and fixture - jaguar (CP)
- SANITATION** : Piping - PVC, Sanitaryware - Cera, Hindware (white)
Septic tank/ soak pits as per design

- ELECTRICAL** : Wires - Anchor / Finolex
Switches - Anchor (roma) / SSK
Ducting and points for phone / cable TV/AC/Geysler etc.



João Augusto

Luís José Paulo Teixeira

Ana Ester Monteiro

[Signature]

*R. Rao
S. Rao
M. Rao*

R. Monteiro

Bestmuk

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 6.



Paes

6. MR. JOSE MARCOS PAES alias MARCUS PAES

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 7, 8 & 9.



Paes

MR. JOSE MARCOS PAES alias MARCUS PAES
Lawful attorney of SELLER/ASSIGNOR NO. 7, 8 & 9 namely MRS. HANNAH MARIBEL EDMUND VIEGAS, MRS. RENITA MARIA VIEGAS alias RENITA VIEGAS & EDMUND VIEGAS,

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 10.



Camilo Jose Paul Fonseca

10. CAMILO JOSE PAUL FONSECA,

Ana Ester Monteiro

Paes
Monteiro

Paes Goncalves

Camilo Jose Paul Paes
Fonseca Paes
R Monteiro



Serial No. B/1679 Please of Vend Mapusa Date 26/11/2015
 Value of Stamp Rs. 100/-
 Name of Purchaser Rui da Gama
 Resident at Mapusa Son of J. da Gama
 Signature of Vendor _____ Signature of Purchaser _____
 Anacleto L P Fernandes
 Lic No 13, Benaum Mapusa

690964

RECTIFICATION OF AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT

This Rectification of Agreement of Sale, Development, Exchange & Assignment is made and entered into at Mapusa, Goa on this 22nd day of FEBRUARY 2016

Handwritten signatures: Rui da Gama, Deshmukh

BETWEEN

MR. RUI UBALDINO DA GAMA, son of late Jose Da Gama, 59 years, married, businessman, Indian National, with his office at Sweet Home Building, First Floor Rajwado, Mapusa, Bardez, Goa, hereinafter referred to as 'THE CONFIRMING PARTY / ASSIGNOR' (which expression shall unless repugnant to the context of meaning thereof, include his heirs, executors, successors administrators, legal representative and assignees) PARTY OF THE FIRST PART / THIRD PART;

AND

Cont..... 2/-

Handwritten signature: Rui da Gama

Handwritten signature: Deshmukh

Handwritten signatures: Rui da Gama, Deshmukh

MR. VIJAY DESHMUKH, son of late Vinayak Deshmukh, 50 years, married, businessman, Indian National, Proprietor of DESHMUKH CONSTRUCTIONS, having his office at MZ1, U.G.F. Chandranath Apartments, Mapusa, Goa, hereinafter referred to as 'THE PURCHASER / ASSIGNEE' (which expression shall unless repugnant to the context of meaning thereof, include his heirs, executors, successors administrators, legal representative and assignees) PARTY OF THE SECOND PART / OTHER PART;

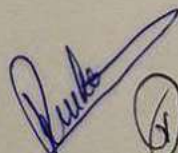
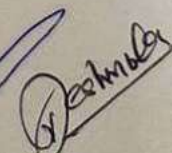
WHEREAS, there exists a property known as "Mae de Deus" survey no. 95, sub-division no. 22, situated at Sangolda Village, Bardez, Goa, admeasuring 5825 square meters which is approved by the ASSIGNOR with all the licences for development of a housing project and hereinafter referred to as the 'SAID PROPERTY'

AND WHEREAS, the ASSIGNOR has assigned the Said Property to the ASSIGNEE for development under a separate Agreement of Sale, Development, Exchange & Assignment dated 17th November, 2015 wherein the ASSIGNOR is the Confirming Party, attested before Notary under serial no. 22522 dated 17-11-2015.

AND WHEREAS, due to an error in Clause 9 (a) at Page 11 of the said Agreement of Sale, Development, Exchange & Assignment dated 17th November, 2015, it wrongly mentioned as 5 (Five) Flats are no. 103, 104, 105, 106 & 107 on the First Floor of Block - B and Two Car Parks below the Block - B instead of it being written as 4 (Four) bearing No. 101, 102, 105 and 106 on the First Floor of Block B along with Four Car Parks below Block B, along with its proportionate Right in the Said Property survey no. 95 / 22, Village of Sangolda, Bardez, Goa, as mentioned therein.

AND WHEREAS the PURCHASER/ASSIGNEE shall hand over to THE CONFIRMING PARTY/ASSIGNOR the 4 (Four) Flat/Apartments Nos 101 admeasuring 110 m2, Flat no 102 admeasuring 102 m2, Flat no. 105 admeasuring 102 m2 and Flat no.106 admeasuring 110 m2 all on the First Floor of Block - B fully complete in all respect as per the Specification List and Four Car Parks below the Block - B all together with its proportionate Right in the Said Property survey no. 95 / 22, Village of Sangolda, Bardez, Goa, more particularly as marked in Yellow on the Site Plan and Internal Layout Plan attached hereto.

NOW THIS RECTIFICATION OF AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT WITNESSES AS:-

Cont...3.

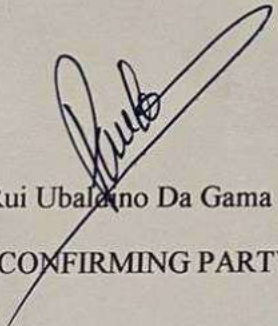
That THE PURCHASER / ASSIGNEE as the Party of the Second Part / Other Part agrees to allot the 4 (Four) Flat No. 101 admeasuring 110 m2, Flat no. 102 admeasuring 102 m3, Flat no. 105 admeasuring 102 m2 and Flat no. 106 admeasuring 110 m2 on the First Floor of Block - B and Four Car Parks below the Block - B to THE CONFIRMING PARTY / ASSIGNOR as the Party of the First Part / Third Part, which are marked in Yellow on the Site Plan and Internal Layout Plan attached hereto.

That all other terms and conditions in original Agreement of Sale, Development, Exchange & Assignment dated 17th November, 2015 by and between the THE CONFIRMING PARTY/ ASSIGNOR and the PURCHASER/ASSIGNEE will remain the same.

NOTARY Reg. No. 6795
St. No. ...

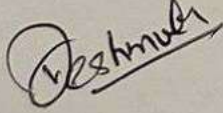
IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands on the day and date mentioned hereinbefore.

SIGNED by the withinnamed CONFIRMING PARTY / ASSIGNOR.


Mr. Rui Ubaldino Da Gama
THE CONFIRMING PARTY / ASSIGNOR



SIGNED by the withinnamed PURCHASER / ASSIGNEE.


Mr. Vijay Deshmukh,
PURCHASER / ASSIGNEE.



Executed before me
At Mapusa on 22/02/2016

[Signature]
D. S. PETKAR
B.A, L.L. B

NOTARY, Reg. No. 67/95
Sr. No. 3988/2016





100005362960

FORM I & XIV

नमुना नं १ व १४

Date : 16/03/2016

Page 1 of 1

Taluka BARDEZ

तालुका

Village Sangolda

गांव

Name of the Field Mae De Deus

शेताचें नांव

Survey No. 95

सर्वे नंबर

Sub Div. No. 22

हिस्सा नंबर

Tenure

सत्ता प्रकार

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

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.55.50	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.55.50

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

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जामीन	Grand Total एकूण
0000.02.50	0000.00.25	0000.02.75	0000.58.25

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No.	Name of the Occupant कळजेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Caetano Luis Francis Fonseca		168	
2	Ana Estera Fonseca		54	
3	Celia Fonseca		169	
4	Elezabeth Fonseca		251	
5	Camil Jose Paul Fonseca		170	

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

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

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

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

End of Report

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

ADVOCATE

SUNIL K. SIRSAT

B.Com. LL.B.

"YASH-SHANTI NIWAS",

Ground floor,

Behind Police Station,

Ansabhat, Mapusa - Goa.

(M) 9822489873

E-mail:-sunilsirsat@rediffmail.com

TITLE INVESTIGATION REPORT

At the request of MR. VIJAY DESHMUKH, proprietor of Deshmukh Constructions, son of late Vinayak Deshmukh, 50 years, married, business, having his office at MZ1, U.G.F. Chandranant Apts., Mapusa-Goa, I have examined the Xerox copies of the documents/records furnished to me and I do hereby submit my opinion report:-

I. DESCRIPTION OF THE PROPERTY:-

All that property known as "MAE DE DEUS" situated at Sangolda, Bardez-Goa admeasuring an area of 5825 sq. mts., registered in the Land Registration office of Conservation D Registos Da Camarca De Bardez, under the Descricao Predial no. 36192 & 36193 on page no 17 & 18 of Book New B-93, with registered Public Testamento dated 28/6/1968 drawn on page 55 of Book no. B 76of the Sub-registrar Notary Mr. Manuel Francisco Antonio Paul Nazareth and presently surveyed under no.95/22 of village Sangolda, Bardez, Goa. Hereinafter referred to as the said whole property.

Out of the said whole property, a portion admeasuring an area of 400 sq. mts. out of the said whole property is in possession of one Mr. Anand Govind Tulaskar, R/o. Sangolda alongwith his house bearing no. 96/5/A+B and the remaining area of 5425 sq. mts., shall hereunder as referred to as the said PLOT.

II. DESCRIPTION OF THE PLOT:-

ALL THAT PLOT admeasuring an area of 5425 sq. mts., forming the part and parcel of the whole property described hereinabove and presently surveyed under no.95/22 of village Sangolda, Bardez.

III. DOCUMENTS FURNISHED:

1. Xerox copy of the English translation of document of Land Registration office of Conservation D Registos Da Camarca De Bardez, under the Descricao Predial no. 36192 & 36193 on page no 17 & 18 of Book New B-93.
2. Inscription no. 43208 and Description no. 36192 & 36193.
3. Xerox copy of the Public Testamento dated 28/6/1968 drawn on page 55 of Book no. B 76of the Sub-registrar Notary Mr. Manuel Francisco Antonio Paul Nazareth.

4. Form III, IX & Form I & XIV (manual and Computerized).
5. Consent Decree alongwith AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 alongwith annexures and Judgment and Decree passed thereon in SCS no. 99/2008/A.
6. Development permission/Renewed license for the construction of residential cum commercial building in the said PLOT from Panchayat.
7. Development permission for the construction of residential cum commercial building in the said PLOT from TCP.
8. Conversion Sanad
9. Application for commencement of Inventory proceeding no. 138/2016/F filed upon the death of Late Caitano Francisco Luis de Fonseca alias Caitano Luis Francis Fonseca alias Caetano Luis Fonseca alias Caetano Francisco Luis Fonseca.

IV. TRACING OF TITLE:

Upon perusal of abovementioned documents the following facts emerged:-

- A. From the perusal of document at serial no. 1, 2 & 3 i.e. the Xerox copy of the English translation of document of Land Registration office of Conservation D Registos Da Camarca De Bardez, under the Descricao Predial no. 36192 & 36193 on page no 17 & 18 of Book New B-93 and Inscription Certificate bearing no. 43208 and Public Testamento dated 28/6/1968 drawn on page 55 of Book no. B 76of the Sub-registrar Notary Mr. Manuel Francisco Antonio Paul Nazareth, it can be seen that the said larger property is described under no. 36192 & 36193 and the same is inscribed in the name of MR. CAMILO JOSE PAUL FONSECA alias CAMILO FONSECA, SMT. ANA ESTERA FONSECA, MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, Late CELIA FONSECA ALIAS CELIA ETHEL VISITACAO FONSECA ALIAS CELIA FONSECA E VIEGAS & Late Caitano Francisco Luis de Fonseca alias Caitano Luis Francis Fonseca alias Caetano Luis Fonseca alias Caetano Francisco Luis Fonseca and that the same came to inscribed in there favour on the basis of the Public Testamento dated 28/6/1968 drawn on page 55 of Book no. B 76of the Sub-registrar Notary Mr. Manuel Francisco Antonio Paul Nazareth, executed by their grandmother namely Especiosa Sinfarosa Matildes Rosaria Lobo. The said whole property is found described under Description no. 36192 & 36193 as can be seen from the said document.
- B. From the perusal of document at serial no. 4 i.e. Form III, IX & Form I & XIV (manual and Computerized) shows that the names of MR. CAMILO JOSE PAUL FONSECA alias

CAMILO FONSECA, SMT. ANA ESTERA FONSECA, MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, Late CELIA FONSECA ALIAS CELIA ETHEL VISITACAO FONSECA ALIAS CELIA FONSECA E VIEGAS & Late Caitano Francisco Luis de Fonseca alias Caitano Luis Francis Fonseca alias Caetano Luis Fonseca alias Caetano Francisco Luis Fonseca are duly found recorded in it, which presupposes their right, title and interest in the said whole property.

- C. The document at serial no. 5 i.e. Consent Decree alongwith AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 alongwith annexures and Judgment and Decree passed thereon in SCS no. 99/2008/A, shows that the said SCS no. 99/2008/A was settled amicably and that by virtue of AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 all the developmental and selling right in the said PLOT was granted infavour of MR. VIJAY DESHMUKH, proprietor of Deshmukh Constructions, 52 years, married, business, having his office at MZ1, U.G.F. Chandrakant Apts., Mapusa-Goa, for valid consideration as mentioned therein.
- D. The document at serial no. 6 i.e. Development permission/Renewed license for the construction of residential cum commercial building in the said PLOT from Panchayat shows that the Panchayat has renewed the license for carrying out construction of residential cum commercial building in the said PLOT.
- E. The document at serial no. 7 i.e. Development permission for the construction of residential cum commercial building in the said PLOT from TCP shows that the necessary approval has been granted for construction of project in the said PLOT by TCP.
- F. The document at serial no. 7 i.e. Conversion Sanad shows that the said Property was converted for non agricultural use.
- G. The document at serial no. 8 i.e. Application for commencement of Inventory proceeding no. 138/2016/F filed upon the death of Late Caitano Francisco Luis de Fonseca alias Caitano Luis Francis Fonseca alias Caetano Luis Fonseca alias Caetano Francisco Luis Fonseca, shows that the said Caitano Francisco Luis de Fonseca alias Caitano Luis Francis Fonseca alias Caetano Luis Fonseca alias Caetano Francisco Luis Fonseca, who was one of the co-owner of the said property having 1/5th undivided share, expired in the status of bachelor and as such by virtue of laws of succession, the said undivided 1/5th share in the said property is now inherited by all the persons who are shown as the SELLERS/ASSIGNORS in the said AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015.

OPINION


After carefully scrutinizing the abovementioned documents, I am of the considered opinion that the said MR. CAMILO JOSE PAUL FONSECA alias CAMILO FONSECA, SMT. ANA ESTERA FONSECA, MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, Late CELIA FONSECA ALIAS CELIA ETHEL VISITACAO FONSECA ALIAS CELIA FONSECA E VIEGAS & Late Caitano Francisco Luis de Fonseca alias Caitano Luis Francis Fonseca alias Caetano Luis Fonseca alias Caetano Francisco Luis Fonseca (now his heirs) are the lawful owners of the said whole Property, having acquired right to the same by virtue of the documents mentioned hereinabove.

I further opined that Mr. Vijay Deshmukh is also having exclusive developmental as well as selling rights in the said PLOT on the basis of Consent Decree alongwith AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 alongwith annexures and Judgment and Decree passed thereon in SCS no. 99/2008/A.

My opinion is strictly based on the abovementioned documents furnished to me.

Date:- 29/03/2016.

Place:- Mapusa-Goa.


(Sunil Sirsat)
Advocate-Mapusa.

CHANDRA MOHAN
SIRSAT & ASSOCIATES
Advocates
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No. CNV/BAR/222/95/147

GOVERNMENT OF GOA

OFFICE OF THE Deputy Collector & S.D.O.
Mapusa Sub Division Mapusa, Goa.

Dated: 9/12/95

Read: Application dtd 14-6-95 of M/S Gama Builders r/o Mapusa under section 32(1) of Land Revenue Code

SANAD 1968.

SCHEDULE - II

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

Whereas an application has been made to the Collector of Goa (hereinafter referred to as "the Collector" which expression shall include any Officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under Section 32 of the Goa, Daman and Diu Land Revenue Code, 1968 (hereinafter referred to as "the said Code" which expression shall, where the context so admits include the rules and orders thereunder) by Shri/Smt. **M/S Gama Builders**

r/o Mapusa-Goa.

being the occupant of the plot registered under **Sy.No. 95/22** known as

"situated at **Sangolda** registered under No. **Sy.No. 95/22** (hereinafter referred to as "the applicant" which

expression shall, where the context so admits include his/her heirs, executors, administrators and assigns for the permission to use the plots of land (hereinafter referred to as the "said plot") described in the Appendix I hereto, forming a part of **Sy.No. 95/22 of village Sangolda of Bardez Taluk**

admeasuring **3500.00** square metres be the same a little more or less for the purpose of **residential commercial**

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

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

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

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

4. *Building time limit* — The applicant shall within one year from the date hereof, commence on the said plot construction of building of a substantial and permanent description, failing which unless the said period is extended by the Collector from time to time, the permission granted shall be deemed to have lapsed.


5. *Liability for rates* — The applicant shall pay all taxes, rates and cesses leviable on the said land.

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

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

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

APPENDIX - I

Length and Breadth			Forming (part of) Survey No. or Hissa No.	BOUNDARIES	
North to South	East to West	Total Superficial Area		North, South, East and West	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
145.00 mts.	26.00 mts.	3500.00 sq mts.	Sy.No.95/22 of village Sangolda of Bardez Taluka.	North:- Sy.No.95/22 Part South:- -do- East :- -do- West :- -do-	The land in question is Govt bharaad land
<p>Conversion fees of Rs. 52500/- has been paid by bankers cheque No. BN/45 150784 dtd 7-12-95 vide T.R.5 receipt 470 dtd. 13-12-95.</p> <p>Conversion sanad issued subject to condition that construction plans will be approved only after maintaining adequate R/W and set back.</p>					
<p>By. Collector & S. D. O. Mapusa</p> 					

In witness whereof the ~~Collector~~ **Governor** of Goa, has hereunto set his hand and the seal of his Office on behalf of the ~~Collector~~ of Goa, and the applicant **M/S Gama Builders**

here also hereunto set his hand this 2nd day of January 19 96

(Signature of the applicant)

(M.C. Afonso)
Deputy Collector & S. D. O. Mapusa
Sub Division Mapusa Goa.

Witness Holder
Shri Rui Da Gama
Signature and designation of Witnesses

1. [Signature]
2. [Signature]

Signature and designation of Witnesses

1. [Signature]
2. [Signature] r/o Mapusa-Goa.

We declare that Shri/Smt. M/S Gama Builders has signed this Sanad is, to our personal knowledge, the person he/she represents himself to be, that he/she has affixed his/her signature hereto in our presence.

1. [Signature]
2. [Signature]



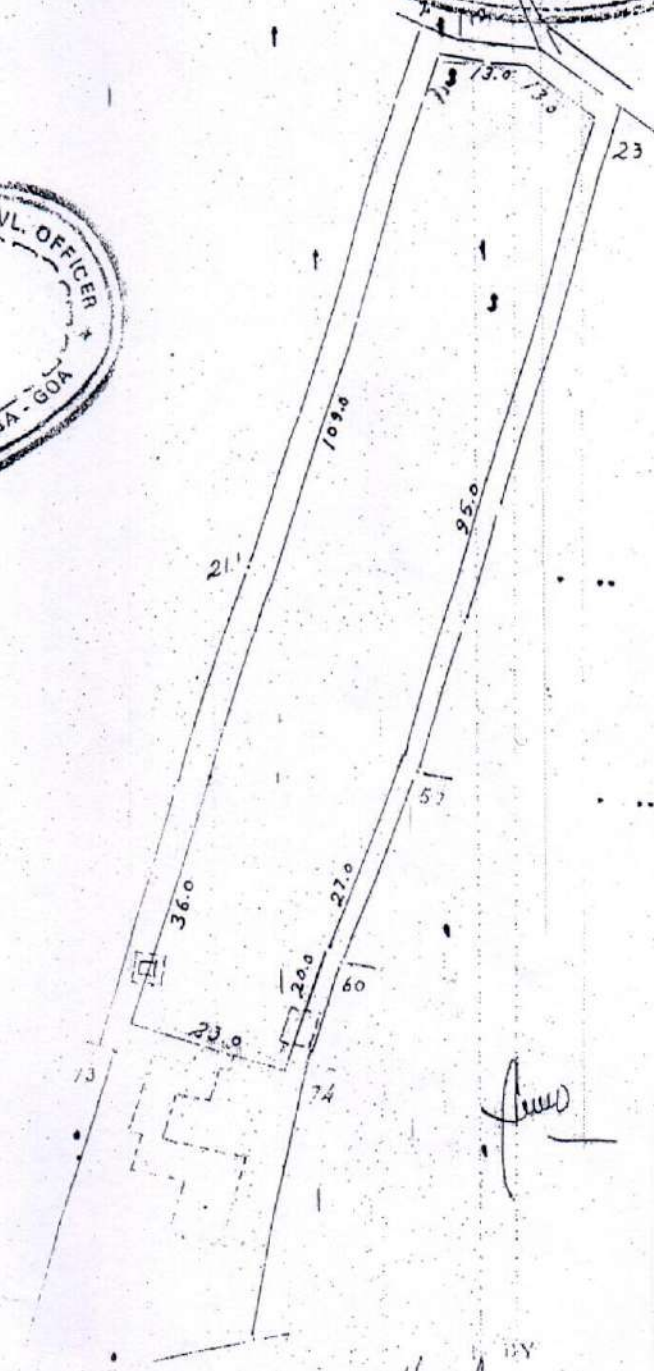
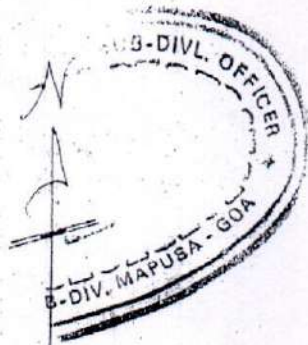
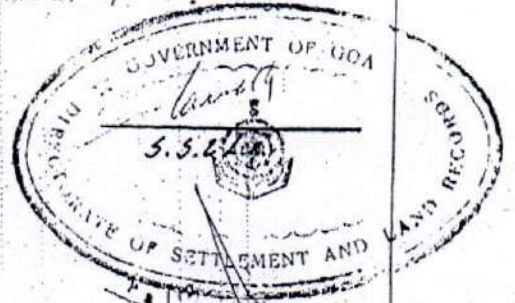
AS IN
95
ANGOLDA
VILLAGE
M/S. GAHA

NO. 22
OF PARDEI
BUILDERS

NO. 222/95
DT 7-8-95
MAPUSA

Scale 1:1000

AREA TO BE CONVERTED 3500 Sq.mts.



13/8
48

BY
H. M. FERNANDES

FILE No. B-352-D SLR/95