

For CITIZENCREDIT™  
CO-OP BANK LTD

*Renandes*  
Authorised Signatory

(RUPEES TEN LAKHS ONLY)

Citizencredit co-operative Bank Ltd.  
Mapusa Branch,  
Shop No.G - 1, Ground Floor, Block D - 1,  
Bodhan Haveli,  
Mapusa, Goa - 483 507  
D - 5 / STP(V) / C.R. / 25 / 1 / 2013 - PD



STAMP DUTY  
00000

Rs. = 1000000 =

365430

INDIA

\*\*One\*\*Zero\*\*Zero\*\*Zero\*\*Zero\*\*Zero\*\*Zero\*\*

GOA  
NON JUDICIAL

26.3.2019

GOA

2391 5516458

Name of Purchaser VIANAAR HERITAGE DEVELOPMENT PVT LTD

For CITIZENCREDIT™  
CO-OP BANK LTD

*Renandes*  
Authorised Signatory

(RUPEES EIGHTY THOUSAND ONLY)

Citizencredit co-operative Bank Ltd.  
Mapusa Branch,  
Shop No.G - 1, Ground Floor, Block D - 1,  
Bodhan Haveli,  
Mapusa, Goa - 483 507  
D - 5 / STP(V) / C.R. / 25 / 1 / 2013 - PD



STAMP DUTY  
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Rs. = 0080000 =

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INDIA

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GOA  
NON JUDICIAL

26.3.2019

GOA

2392 6624347

Name of Purchaser VIANAAR HERITAGE DEVELOPMENT PVT. LTD

2019-BRZ-941

29-03-2019



DEED OF SALE

THIS DEED OF SALE is made at Mapusa, Taluka, Bardez -  
Goa, on this Twenty Ninth day of the month of March of  
the year Two Thousand and Nineteen. (29/03/2019)

Vianaar Heritage Development Pvt Ltd  
*[Signature]*  
Authorised Signatory

Clara Fernandez

*[Signature]*

**BETWEEN**

**MRS. CLARA FERNANDES**, wife of late Peter Antonio Fernandes, aged 75 years, Widow, Housewife, Indian National, having PAN Card No. AAIPF3009J, and Addhar no.684881703386, resident of 36 Ramaswami Avenue, Cariappa Colony, Belgaum, Karnataka, 590009, hereinafter referred to as the "**VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, legal representatives, executors, administrator and assigns) of the **FIRST PART**.

**AND**

**VIANAAR HERITAGE DEVELOPMENT PVT LTD.**, a company incorporated under the Indian Companies Act, PAN Card no. AABCH9042H, having their Registration office at 97-B, GF Manak Shaw Road, Anupam Garden, Sainik Farms, New Delhi 110068, represented by its Director **MR. AKSHAY CHAUDHRY** son of Lt. Col. Ajay Chaudhry, 34 years of age, Holder of PAN Card no. AFSPC5819E, Indian National, resident of E-47, Sector-39, Noida, U.P- 201301, hereinafter referred to as "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators,

Vianaar Heritage Development Pvt Ltd

  
Authorized Signatory

Clara Fernandez



legal representatives and assigns) vide Board of Directors resolution dated 05/03/2019, represented herein through duly constituted Power of Attorney Holder **MR. SAVIO MONTEIRO**, son of Fausto Monteiro, 28 years of age, Indian National, having PAN No. BFQPM7473A, resident Fetorim, Piedade, Divar, Goa, vide Power of Attorney dated 05/03/2019, duly notarized before the Notary Public Sanyogita, bearing Registration No. 7517 at Delhi, of the,

**SECOND PART;**

**AND**

**MR. WILBUR J DSOUZA**, son of Cyril Gregory Dsouza, aged 47 years, Married, Businessman, Indian National, having PAN Card No. **BGRPD1394L** and Aadhar No.303904483586, and his wife

**MRS. CARMIN MOHAN GAIKWAD**, wife of Mr. Wilbur J Dsouza, aged 46 years, Married, Businessman, Indian National, having PAN Card No. **AOOPG3183N** and Aadhar No.649584193144, both resident of H.No.533, Comfrem, Tivim, Bardez, Goa, hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, legal representatives, executors, administrator and assigns) represented herein through her duly constituted Power of Attorney

Vianaar Heritage Development Pvt Ltd

Authorized Signatory

Clara Fernandez

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Holder **MR. WILBUR J DSOUZA**, son of Cyril Gregory Dsouza, aged 47 years,, Indian National, having PAN No. BGRPD1394L, resident H.No.533, Comfrem, Tivim, Bardez, Goa, vide Power of Attorney dated 20/03/2019, duly notarized before the Notary Public DS Petkar, bearing Registration No. 67/95 at Sr.no.509/2019 at Mapusa of the **THIRD PART.**



WHEREAS there exist ALL THAT property known as '**Madalya Wadyawaril Bhat**' and '**Dactea Bondavelem**', admeasuring an area of **2625 sq. mts.**, presently surveyed under Survey No. **84/2** of Village of Marna, within the limits of Village Panchayat of Siolim of the Taluka of Bardez, Sub District of North Goa in the State of Goa, which is a part of the property described in the Land Registration Office of the Judicial Division of Bardez bearing No.1844 at Folios 598V of Book 12 which property is more particularly described in **SCHEDULE I** hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the SAID PROPERTY originally belonged to Father Aprigio Freitas alias Joao Aprigio Aprigio Antero Felecissimo Santana Freitas alias Aprigio Antero Felecissimo Joao Santana Freitas.

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 Authorized Signatory

Clara Fernandez

Aprigio Antero Felecissimo Joao Santana Freitas expired leaving behind his sole and universal heir Nicolau do Rosario Jesus Maria Carmona Lobo e Freitas.

AND WHEREAS the said Nicolau do Rosario Jesus Maria Carmona Lobo e Freitas sold the said property to Mr. Pedro Antonio Fernandes alias Peter Antonio Fernandes on 02/11/1951 inscribed having inscription no,40355 at fls 184V of G-43.

AND WHEREAS the said Pedro Antonio Fernandes alias Peter Antonio Fernandes was married to Clara Fernandes alias Clara Fernandez.

AND WHEREAS the said Pedro Antonio Fernandes alias Peter Antonio Fernandes expired on 14/04/2004 leaving behind the following legal heirs.

- (i) Clara Fernandes alias Clara Fernandez,
- (ii) Melvin Fernandes son of Pedro Antonio Fernandes alias Peter Antonio Fernandes.
- (iii) Araron Fernandes son of Pedro Antonio Fernandes alias Peter Antonio Fernandes.
- (iv) Smt. Linda Fernandes daughter of Pedro Antonio Fernandes alias Peter Antonio Fernandes.

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Authorised Signatory

Clara Fernandez

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AND WHEREAS upon the death of the said Pedro Antonio Fernandes alias Peter Antonio Fernandes, Inventory Proceedings bearing No. 299/2015/B were instituted before Civil Judge Senior Division at Mapusa and the said property was listed at ITEM NO. 1 in the List of Assets.

AND WHEREAS vide Judgment and Order dated 08/07/2016 passed in Inventory Proceedings bearing No. 299/2015/B by Civil Judge Senior Division at Mapusa, the said property at Item No. 1 was allotted to Clara Fernandes alias Clara Fernandez.

AND WHEREAS in the light of above Vendor became the absolute owner of the said property.

AND WHEREAS upon becoming the absolute owner in possession, Clara Fernandes alias Clara Fernandez entered into an agreement dated 30/08/2018 with Mr. Wilbur J Dsouza to sell the said property which is duly notarized and executed before Notary Adv. D S Petkar having registration no.67/95 at Sr.no.16320/2018.

AND WHEREAS the CONFIRMING PARTY doesn't intend to execute the Deed of Sale and is desirous in transferring and assigning all his rights, title and interest in respect of the said property arising out of Agreement dated 30/08/2018 in favor of the PURCHASER.

Vianaar Heritage Development Pvt Ltd

  
Authorized Signatory

*Clara Fernandez*

*Wilbur J Dsouza*

AND WHEREAS the above named VENDOR and CONFIRMING PARTY have represented to the PURCHASER herein that the "SAID PROPERTY" is free from any registered or non-registered encumbrances, liens, mortgage, charges and the same is not subject matter of any attachments and acquisition by any authority, bank or any financial institutions or person/s.

AND WHEREAS the VENDOR and CONFIRMING PARTY have agreed with the PURCHASER for the absolute sale of the SAID PROPERTY and PURCHASER has agreed to purchase the SAID PROPERTY for the total consideration of **RS. 2,39,90,000/- (Rupees Two Crores Thirty Nine Lakhs Ninety Thousand Only)**.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:-**

1. That in consideration of payment of **RS. 2,39,90,000/- (Rupees Two Crores Thirty Nine Lakhs Ninety Thousand Only)**, which amount after deduction of TDS @ 1% equivalent at **RS. 2,39,90,000/- (Rupees Two Crores Thirty Nine Lakhs Ninety Thousand Only)** works out to **RS. 2,39,900/- (RUPEES TWO LAKHS THIRTY NINE THOUSAND NINE HUNDRED ONLY)**, is paid by the PURCHASER in the manner more particularly stipulated in the Schedule II hereunder, which receipt of entire consideration, the VENDOR and CONFIRMING PARTY do hereby admit and acknowledge, and do hereby convey and transfer by Deed of Sale in

Vianaar Heritage Development Pvt Ltd

  
Authorized Signatory

*Clara Fernandez*

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favour of PURCHASER all their right, title, interest, ownership and possession in the SAID PROPERTY which property is more particularly described in Schedule I hereunder written and which property is delineated in RED in the plan annexed hereto as **Annexure- I** together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PROPERTY belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto AND ALL ESTATE rights, title, interest, claim and demand of the VENDOR and CONFIRMING PARTY into or upon the SAID PROPERTY hereby conveyed to the PURCHASER and every part thereof to have unto and hold the same to the use of the PURCHASER together with title deeds, writings and other evidence of the title as originally pass on such sale.

2. The Confirming Party hereby covenant that all the rights under the Agreement for sale dated 30/08/2018 stands transferred in favor of the purchaser upon receipt of the consideration of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) which receipt the confirming party hereby admits and discharges the Purchaser. The Confirming Party hereby confirms the sale of the said property by the Vendor in Favor of the Purchaser.

**Vianaar Heritage Development Pvt Ltd**

  
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*Clara Fernandez*

*hilly-hilly*



3. That VENDOR and CONFIRMING PARTY do hereby assure the PURCHASER that the SAID PROPERTY hereby sold is free from any encumbrances whatsoever and VENDOR and CONFIRMING PARTY have absolute title and exclusive right to convey the SAID PROPERTY by way of Sale, and there are no impediments whatsoever against such disposition. The VENDOR and CONFIRMING PARTY covenant that the SAID PROPERTY is free from any restraint order or injunction order passed by any court of law, and is also free from any adverse observation in any decree of any court. The VENDOR and CONFIRMING PARTY covenant that there is no litigation pending regarding the SAID PROPERTY and there is no claim by any third party against this property, on any account whatsoever, and that there is no dispute pending regarding this land. The VENDOR and CONFIRMING PARTY declare that they have not agreed to sell the SAID PROPERTY or any portion thereof to any other person/persons whomsoever and that they have not done anything whereby the SAID PROPERTY or any part thereof may be subject to any attachment or lien of any court or person whatsoever or mortgaged to any person/s and no litigation is pending in any court of law in respect of the SAID PROPERTY and it is not subject to any acquisition nor have the VENDOR and CONFIRMING PARTY received any notice or notification of the SAID PROPERTY. The VENDOR further declares that they are not aware of any



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Authorized Signatory

*Clara Fernandez*

*[Signature]*

proceedings, at any stage, pertaining to acquisition of the SAID PROPERTY by any authority or government department.

4. The possession of the SAID PROPERTY hereby sold by VENDOR and CONFIRMING PARTY has been handed over to PURCHASER today. PURCHASER shall be entitled to apply for mutation in the Record of Rights of the SAID PROPERTY to Schedule I hereunder written. The PURCHASER shall also be entitled to apply for and transfer in his/their favour, the part hereby purchased in all other public records, village records, etc.

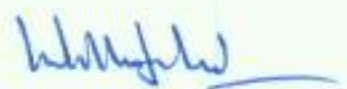
5. VENDORS covenant that in case any defect is found in the title of the VENDOR and CONFIRMING PARTY of the SAID PROPERTY hereby sold and/or in the present conveyance, then VENDOR and CONFIRMING PARTY do hereby agree and undertake to obtain necessary clearance and execute necessary deeds and papers at the request of PURCHASER and at the cost of the PURCHASER for more perfectly conveying the part sold unto PURCHASER.

6. That the VENDOR and CONFIRMING PARTY hereby assure the PURCHASER that there are no third party rights of whatsoever nature in respect of the SAID PROPERTY by way of easements, prescription and/or any other proprietary

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Authorised Signatory

Clara Fernandez



rights of whatsoever nature on account of long user and/or continuous possession and indemnifies the PURCHASER in case of any valid and legally subsisting claim, objections from any persons with regard to the same.

7. That VENDOR and CONFIRMING PARTY do hereby assure the PURCHASER that the SAID PROPERTY hereby sold is free from any encumbrances whatsoever and VENDOR and CONFIRMING PARTY have absolute title and exclusive right to convey the said part by way of sale.

8. That on the execution of this Deed of Sale, PURCHASER shall and may at all times hereinafter peacefully and quietly enter into and possess the SAID PROPERTY hereby sold without any hindrance, claim, interruption or demand whatsoever from the VENDOR and CONFIRMING PARTY or from any person claiming through or under them.

9. That VENDOR and CONFIRMING PARTY shall at all times hereinafter indemnify and keep indemnified the PURCHASER and his transferees against any loss, damages, costs, charges, expenses, if any, suffered by reason of defect of title in the SAID PROPERTY or any breach of the covenants or any valid and legally subsisting claim by any other legal heirs and/or claimant.

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Authorized Signatory

Clara Fernandez



10. The VENDOR and CONFIRMING PARTY and the PURCHASER hereby declare that the SAID PROPERTY in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

11. The VENDOR is a Widow and has been granted a certificate bearing No. DC/SDM/BAR/widows-Certi/110/2019/2131 from the office of Dy. Collector Bardez Goa, to enter into transaction for sale.

12. Price paid corresponds to the market value the SAID PROPERTY and accordingly stamp duty of **Rs.10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only)** has been affixed herewith.

Vianaar Heritage Development Pvt Ltd

  
Authorized Signatory

*Clara Fernandez*

*Subhrajit*

**SCHEDULE- I****(Description of the said property)**

All that property known as 'Madalya Wadyawaril Bhat' also Known as 'Dactea Bondavelem', situated in of Village Marna, admeasuring an area of 2625.00 Square Metres, within the limits of the Village Panchayat of Siolim, Taluka of Bardez, Sub District of Bardez, District of North Goa and State of Goa; which is a part of the property described in the land Registration Office Of The Judicial Division Of Bardez Bearing No.1844 at Folios 598v Of Book 12 and Presently Bearing Survey No. 84/2 of Marna Village; and is bounded as follows:

North: By Public Road

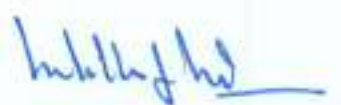
South: By the Survey No.86/1

West: By Property Bearing Survey No.84/1

East: By Survey No. 84/3

Vianaar Heritage Development Pvt Ltd  
  
 Authorised Signatory

Clara Fernandez



**SCHEDULE II****(CONSIDERATION)**

**RS. 2,39,90,000/- (Rupees Two Crores Thirty Nine Lakhs  
Ninety Thousand Only)**

Payable to Vendor	<b>RS. 2,24,90,000/-</b>
Payable to Confirming Party	<b>Rs. 15,00,000/-</b>
Less TDS deducted @ 1%	<b>Rs. 2,39,900/-</b>
<b>Net Paid on execution of this Deed for Sale</b>	<b>Rs. 2,37,50,100/-</b>

- The VENDOR and CONFIRMING PARTY hereby admit and acknowledge receipt of entire consideration.

**Vianzaar Heritage Development Pvt Ltd**

  
**Authorised Signatory**

*Clara Fernandez*

*hilly hilly*



IN WITNESSES WHEREOF the parties hereto have signed this Deed of Sale, the date, month and the year first hereinabove written

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDOR **MRS. CLARA FERNANDES** of the First Part

Left Hand Finger Impressions

Right Hand Finger Impressions

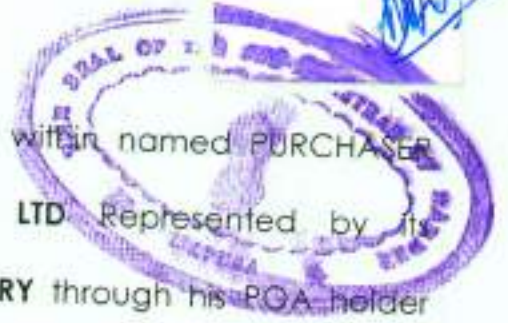


Vianaar Heritage Development Pvt Ltd

*[Signature]*  
Authorised Signatory

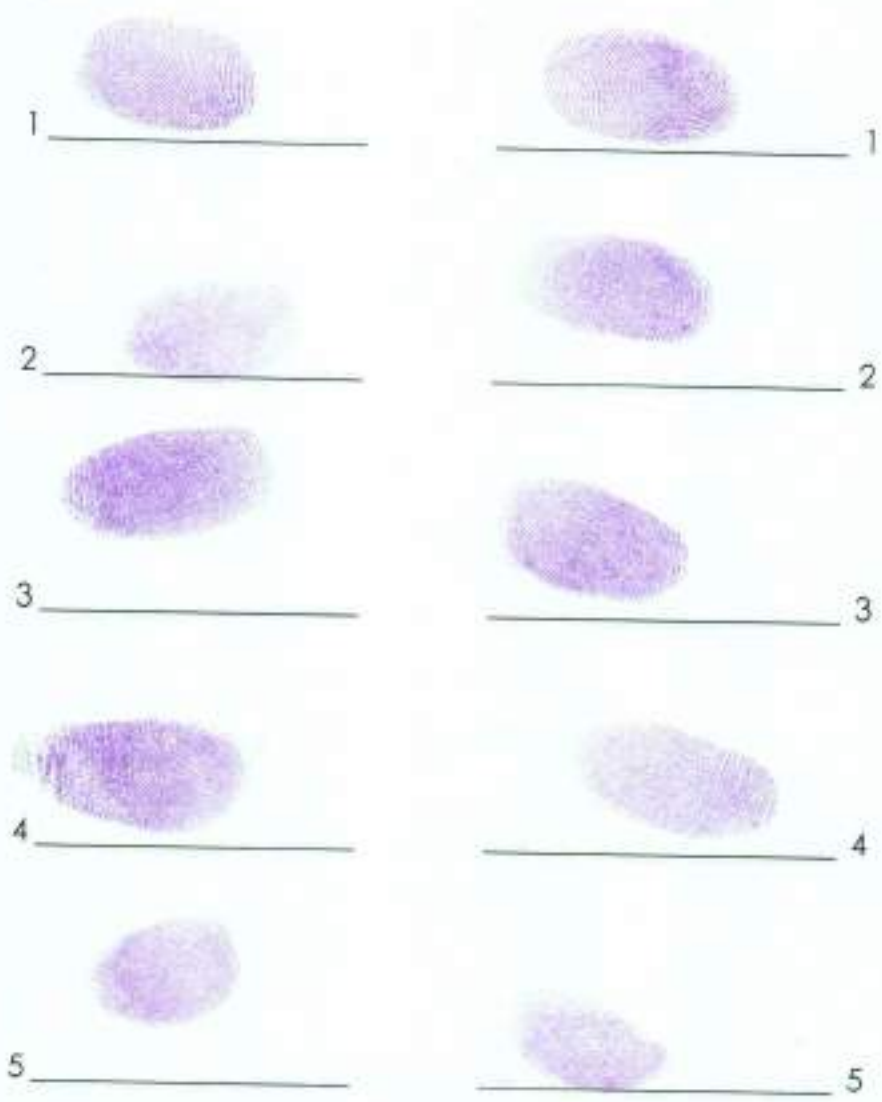
*Clara Fernandez*

*[Signature]*



SIGNED AND DELIVERED by the within named PURCHASER  
**VIANAAR HERITAGE DEVELOPMENT PVT LTD** Represented by its  
Managing Director- **MR. AKSHAY CHAUDHRY** through his POA holder  
**Mr. SAVIO MONTEIRO** of the Second Part.

**Left Hand Finger Impressions      Right Hand Finger Impressions**



**Vianaar Heritage Development Pvt Ltd**

*Savio Monteiro*  
**Authorised Signatory**

*Clara Fernandez*

*Willy Jho*

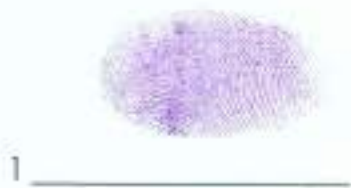




SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED CONFIRMING PARTY No.1 **MR. WILBUR J DSOUZA** for Self and Confirming Party No.2 **MRS. CARMIN MOHAN GAIKWAD** through her lawful Power of Attorney Holder **MR. WILBUR J DSOUZA** of the Third.

Left Hand Finger Impressions

Right Hand Finger Impressions



1 \_\_\_\_\_

\_\_\_\_\_ 1



2 \_\_\_\_\_

\_\_\_\_\_ 2



3 \_\_\_\_\_

\_\_\_\_\_ 3



4 \_\_\_\_\_

\_\_\_\_\_ 4



5 \_\_\_\_\_

\_\_\_\_\_ 5

Vianaar Heritage Development Pvt Ltd

*[Signature]*  
Authorized Signatory

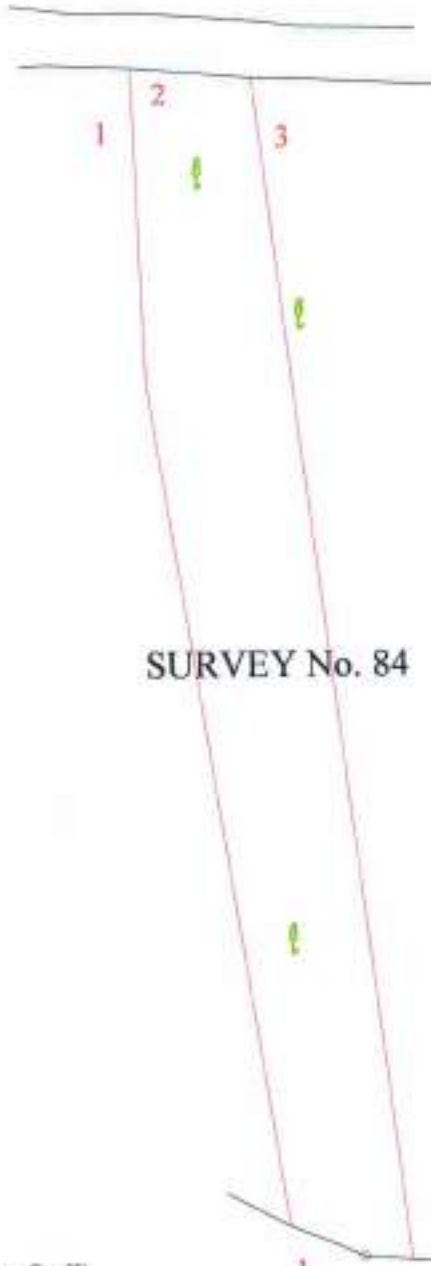
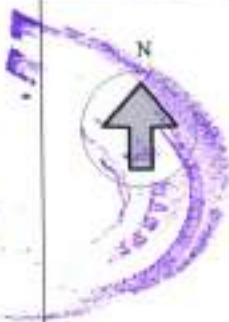
*Clara Fernandez* *[Signature]*



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

Inward No: 1570

Plan Showing plots situated at  
 Village : MARNA  
 Taluka : BARDEZ  
 Survey No./Subdivision No. : 84/ 2  
 Scale : 1 :1000



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



SURVEY No. 84

Generated By : Pratap Moulekar (D'Man Gr. II)  
 On : 13-02-2019

S.No.86

Compared By:

*Pratap Moulekar*

*Clara Fernandez*

*Willy...*

**WITNESSES:**

1. Name: Durgesh Tinekar

Father's Name: Vijay. M. Tinekar

Age: 21

Residential Add.: H.No:- 50 Shri Shaila Niwas  
Khorlim MAPUSASignature: 

2. Name: Shraddha Kamat

Father's Name: Nikhil Kamat  
Husband's

Age: 28

Residential Add.: A/102, Parvika Retreat Dattawadi, Mapusa, Goa

Signature: 

Vianaar Heritage Development Pvt Ltd

  
Authorized Signatory

Clara Fernandez





**Government of Goa**

**Document Registration Summary 2**

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

Print Date & Time : - 29-Mar-2019 01:03:20 pm

Document Serial Number :- 2019-BRZ-941

Presented at 01:03:52 pm on 29-Mar-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	1079600
2	Registration Fee	839650
3	Mutation Fees	2500
4	Processing Fee	560
<b>Total</b>		<b>1922310</b>

Stamp Duty Required : 1079600









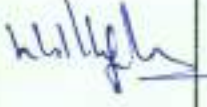
Stamp Duty Paid : 1079600

**Presenter**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Savio Monteiro ,S/o - D/o Fausto Monteiro Age: 28, Marital Status: ,Gender:Male,Occupation: Advocate, Address1 - H.No. 429, Fetorim, Piedade Divar Ilhas Goa, Address2 - , PAN No.: BFQPM7473B			

**Executer**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Clara Fernandes ,S/o - D/o John Felix Fernandes Age: 75, Marital Status: Widow ,Gender:Male,Occupation: Housewife, Address1 - 36, Ramaswami Avenue, Cariappa Colony, Belgaum, Karnataka-590009, Address2 - , PAN No.: AAIPF3009J			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Savio Monteiro ,S/o - D/o Fausto Monteiro Age: 28, Marital Status: ,Gender:Male,Occupation: Advocate, Address1 - H.No. 429, Fetorim, Piedade Divar Ilhas Goa, Address2 - , PAN No.: BFQPM7473B			
3	Wilbur J Dsouza ,S/o - D/o Cyril Gregory Dsouza Age: 47, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No. 533, Comfrem wado, Cansa, Tivim, Bradez, Goa, Address2 - , PAN No.: BGRPD1394L			
4	Wilbur J Dsouza ,S/o - D/o Cyril Gregory Dsouza Age: 47, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.No. 533, Comfrem wado, Cansa, Tivim, Bardez, Goa, Address2 - , PAN No.: BGRPD1394L			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Durgesh Tinelkar, 21 , ,9527444886 , ,Service , Marital status : Unmarried 403507, H.no.50 shailam Niwas , H.no.50 shailam Niwas , Khorlim Mapusa Bardez Goa Mapusa, Bardez, NorthGoa, Goa			
2	Shraddha Kamat, 27 , ,8669610536 , ,Service , Marital status : Married 403507, A/102, A/102, Parrikar Retreat, Dattawadi Mapusa Goa Mapusa, Bardez, NorthGoa, Goa			

  
Sub Registrar

REGISTRAR  
BARDEZ

Book :- 1 Document  
Registration Number :- **BRZ-1-921-2019**  
Date : 02-Apr-2019

*Himlesh*

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



SUB-REGISTRAR  
BARDEZ

(RUPEES FOUR LAKHS SEVENTY THREE THOUSAND ONLY.)

Citizencredit co-operative Bank Ltd.

Mapusa Branch,

Shop No. G - 1, Ground Floor, Block D - 1,

Rodhan House,

Mapusa, Goa - 483 587

D - 5 / STP(V) / CR / 35 / 1 / 2013 - RD

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STAMP DUTY

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NON JUDICIAL



INDIA

Rs. ≈ 0473000 ≈

26.3.2019

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For CITIZENCREDIT™  
CO-OP BANK LTD

*Renandes*  
Authorised Signatory

Name of Purchaser VIANAAR HERITAGE DEVELOPMENT PVT. LTD

299-BRZ-942  
29-03-2019



**DEED OF SALE**


**THIS DEED OF SALE** is made at Mapusa, Taluka, Bardez -  
Goa, on this Twenty Ninth day of the month of March of  
the year Two Thousand and Nineteen. **(29/03/2019)**

**Vianaar Heritage Development Pvt Ltd**

*[Signature]*  
Authorised Signatory

*Clara Fernandez*

*[Signature]*

**BETWEEN**


**MRS. CLARA FERNANDES**, wife of late Peter Antonio Fernandes, aged 75 years, Widow, Housewife, Indian National, having PAN Card No. **AAIPF3009J**, and Addhar no.684881703386, resident of 36 Ramaswami Avenue, Cariappa Colony, Belgaum, Karnataka, 590009, hereinafter referred to as the "**VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, legal representatives, executors, administrator and assigns) of the **FIRST PART**,

**AND**

**VIANAAR HERITAGE DEVELOPMENT PVT LTD.**, a company incorporated under the Indian Companies Act, PAN Card no. AABCH9042H, having their Registration office at 97-B, GF Manak Shaw Road, Anupam Garden, Sainik Farms, New Delhi 110068, represented by its Director **MR. AKSHAY CHAUDHRY** son of Lt. Col. Ajay Chaudhry, 34 years of age, Holder of PAN Card no. AFSPC5819E, Indian National, resident of E-47, Sector-39, Noida, U.P- 201301, hereinafter referred to as "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators,

Vianaar Heritage Development Pvt Ltd

  
Authorized Signatory

*Clara Fernandes*

*Akshay Chaudhry*



legal representatives and assigns) vide Board of Directors resolution dated 05/03/2019, represented herein through duly constituted Power of Attorney Holder **MR. SAVIO MONTEIRO**, son of Fausto Monteiro, 28 years of age, Indian National, having PAN No. BFQPM7473A, resident Fetorim, Piedade, Divar, Goa, vide Power of Attorney dated 05/03/2019, duly notarized before the Notary Public Sanyogita, bearing Registration No. 7517 at Delhi, of the, **SECOND PART;**

**AND**

**MR. WILBUR J DSOUZA**, son of Cyril Gregory Dsouza, aged 47 years, Married, Businessman, Indian National, having PAN Card No. **BGRPD1394L** and Aadhar No.303904483586, and his wife

**MRS. CARMIN MOHAN GAIKWAD**, wife of Mr. Wilbur J Dsouza, aged 46 years, Married, Businessman, Indian National, having PAN Card No. **AOOPG3183N** and Aadhar No.**649584193144**, both resident of H.No.533, Comfrem, Tivim, Bardez, Goa, hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, legal representatives, executors, administrator and assigns) represented herein through her duly constituted Power of

**Vianaar Heritage Development Pvt Ltd**

  
Authorized Signatory

*Clara Fernandez*

*Wilbur J Dsouza*

Attorney Holder **MR. WILBUR J DSOUZA**, son of Cyril Gregory Dsouza, aged 47 years,, Indian National, having PAN No. **BGRPD1394L**, resident H.No.533, Comfrem, Tivim, Bardez, Goa, vide Power of Attorney dated 20/03/2019, duly notarized before the Notary Public DS Petkar, bearing Registration No. 67/95 at Sr.no.509/2019 at Mapusa of the **THIRD PART.**



WHEREAS there exist ALL THAT property known as '**Madalya Wadyawaril Bhat**' and '**Dactea Bondavelem**', admeasuring an area of **1150 sq. mts.**, presently surveyed under Survey No. **84/3** of Village of Marna, within the limits of Village Panchayat of Siolim of the Taluka of Bardez, Sub District of North Goa in the State of Goa, which a part of the property described in the Land Registration Office of the Judicial Division of Bardez bearing No.1844 at Folios 598V of Book 12 which property is more particularly described in **SCHEDULE I** hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the SAID PROPERTY originally belonged to Father Aprigio Freitas alias Joao Aprigio Aprigio Antero Felecissimo Santana Freitas alias Aprigio Antero Felecissimo Joao Santana Freitas.

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AND WHEREAS the said Father Aprigio Freitas alias Joao Aprigio Aprigio Antero Felecissimo Santana Freitas alias Aprigio Antero Felecissimo Joao Santana Freitas expired leaving behind his sole and universal heir Nicolau do Rosario Jesus Maria Carmona Lobo e Freitas.

AND WHEREAS the said Nicolau do Rosario Jesus Maria Carmona Lobo e Freitas sold the said property to Mr. Pedro Antonio Fernandes alias Peter Antonio Fernandes on 02/11/1951 inscribed having inscription no.40355 at fls 184V of G-43.

AND WHEREAS the said Pedro Antonio Fernandes alias Peter Antonio Fernandes was married to Clara Fernandes alias Clara Fernandez.

AND WHEREAS the said Pedro Antonio Fernandes alias Peter Antonio Fernandes expired on 14/04/2004 leaving behind the following legal heirs.

- (i) Clara Fernandes alias Clara Fernandez.
- (ii) Melvin Fernandes son of Pedro Antonio Fernandes alias Peter Antonio Fernandes.
- (iii) Araron Fernandes son of Pedro Antonio Fernandes alias Peter Antonio Fernandes.
- (iv) Smt. Linda Fernandes daughter of Pedro Antonio Fernandes alias Peter Antonio Fernandes.

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*Clara Fernandez* 12/11/19

AND WHEREAS upon the death of the said Pedro Antonio Fernandes alias Peter Antonio Fernandes, Inventory Proceedings bearing No. 299/2015/B were instituted before Civil Judge Senior Division at Mapusa and the said property was listed at ITEM NO.2 in the List of Assets.

AND WHEREAS vide Judgment and Order dated 08/07/2016 passed in Inventory Proceedings bearing No. 299/2015/B by Civil Judge Senior Division at Mapusa, the said property at Item No. 2 was allotted to Clara Fernandes alias Clara Fernandez.

AND WHEREAS in the light of above Vendor became the absolute owner of the said property.

AND WHEREAS upon becoming the absolute owner in possession, Clara Fernandes alias Clara Fernandez entered into an agreement dated 30/08/2018 with Mr. Wilbur J Dsouza to sell the said property which is duly notarized and executed before Notary Adv. D S Petkar having registration no.67/95 at Sr.no.16320/2018.

AND WHEREAS the CONFIRMING PARTY doesn't intend to execute the Deed of Sale and is desirous in transferring and assigning all his rights, title and interest in respect of

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Clara Fernandez 

the said property arising out of Agreement dated 30/08/2018 in favor of the PURCHASER.

AND WHEREAS the above named VENDOR and CONFIRMING PARTY have represented to the PURCHASER herein that the "SAID PROPERTY" is free from any registered or non-registered encumbrances, liens, mortgage, charges and the same is not subject matter of any attachments and acquisition by any authority, bank or any financial institutions or person/s.



AND WHEREAS the VENDOR and CONFIRMING PARTY have agreed with the PURCHASER for the absolute sale of the SAID PROPERTY and PURCHASER has agreed to purchase the SAID PROPERTY for the total consideration of **RS.1,05,10,000/- (RUPEES ONE CRORE FIVE LAKHS TEN THOUSAND ONLY)**.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:-**

1. That in consideration of payment of **RS.1,05,10,000/- (RUPEES ONE CRORE FIVE LAKHS TEN THOUSAND ONLY)** which amount after deduction of TDS @ 1% equivalent at **RS.1,05,10,000/- (RUPEES ONE CRORE FIVE LAKHS TEN THOUSAND ONLY)** works out to **RS. 1,05,100/- (RUPEES ONE LAKHS FIVE THOUSAND ONE HUNDRED ONLY)**, is paid by the PURCHASER in the manner more particularly stipulated in

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*Clara Fernandez* *hkh/hk*

the Schedule II hereunder, which receipt of entire consideration, the VENDOR and CONFIRMING PARTY do hereby admit and acknowledge, and do hereby convey and transfer by Deed of Sale in favour of PURCHASER all their right, title, interest, ownership and possession in the SAID PROPERTY which property is more particularly described in Schedule I hereunder written and which property is delineated in RED in the plan annexed hereto as **Annexure- I** together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PROPERTY belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto AND ALL ESTATE rights, title, interest, claim and demand of the VENDOR and CONFIRMING PARTY into or upon the SAID PROPERTY hereby conveyed to the PURCHASER and every part thereof to have unto and hold the same to the use of the PURCHASER together with title deeds, writings and other evidence of the title as originally pass on such sale.

2. The Confirming Party hereby covenant that all the rights under the Agreement for sale dated 30/08/2018 stands transferred in favor of the purchaser upon receipt of the consideration of Rs.10,00,000/- (Rupees Ten Lakhs Only) which receipt the confirming party hereby admits and

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Clara Fernandez 

discharges the Purchasers. The Confirming Party hereby confirms the sale of the said property by the Vendor in Favor of the Purchaser.

3. That VENDOR and CONFIRMING PARTY do hereby assure the PURCHASER that the SAID PROPERTY hereby sold is free from any encumbrances whatsoever and VENDOR and CONFIRMING PARTY have absolute title and exclusive right to convey the SAID PROPERTY by way of Sale, and there are no impediments whatsoever against such disposition. The VENDOR and CONFIRMING PARTY covenant that the SAID PROPERTY is free from any restraint order or injunction order passed by any court of law, and is also free from any adverse observation in any decree of any court. The VENDOR and CONFIRMING PARTY covenant that there is no litigation pending regarding the SAID PROPERTY and there is no claim by any third party against this property, on any account whatsoever, and that there is no dispute pending regarding this land. The VENDOR and CONFIRMING PARTY declare that they have not agreed to sell the SAID PROPERTY or any portion thereof to any other person/persons whomsoever and that they have not done anything whereby the SAID PROPERTY or any part thereof may be subject to any attachment or lien of any court or person whatsoever or mortgaged to any person/s and no litigation is pending in any court of law in respect of the SAID PROPERTY and it is not subject to any acquisition nor

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have the VENDOR and CONFIRMING PARTY received any notice or notification of the SAID PROPERTY. The VENDOR further declares that they are not aware of any proceedings, at any stage, pertaining to acquisition of the SAID PROPERTY by any authority or government department.

4. The possession of the SAID PROPERTY hereby sold by VENDOR and CONFIRMING PARTY has been handed over to PURCHASER today. PURCHASER shall be entitled to apply for mutation in the Record of Rights of the SAID PROPERTY to Schedule I hereunder written. The PURCHASER shall also be entitled to apply for and transfer in his/their favour, the part hereby purchased in all other public records, village records, etc.

5. VENDORS covenant that in case any defect is found in the title of the VENDOR and CONFIRMING PARTY of the SAID PROPERTY hereby sold and/or in the present conveyance, then VENDOR and CONFIRMING PARTY do hereby agree and undertake to obtain necessary clearance and execute necessary deeds and papers at the request of PURCHASER and at the cost of the PURCHASER for more perfectly conveying the part sold unto PURCHASER.

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Authorised Signatory

Clara Fernandez

hobby/hwt



6. That the VENDOR and CONFIRMING PARTY hereby assure the PURCHASER that there are no third party rights of whatsoever nature in respect of the SAID PROPERTY by way of easements, prescription and/or any other proprietary rights of whatsoever nature on account of long user and/or continuous possession and indemnifies the PURCHASER in case of any valid and legally subsisting claim, objections from any persons with regard to the same.



7. That VENDOR and CONFIRMING PARTY do hereby assure the PURCHASER that the SAID PROPERTY hereby sold is free from any encumbrances whatsoever and VENDOR and CONFIRMING PARTY have absolute title and exclusive right to convey the said part by way of sale.

8. That on the execution of this Deed of Sale, PURCHASER shall and may at all times hereinafter peacefully and quietly enter into and possess the SAID PROPERTY hereby sold without any hindrance, claim, interruption or demand whatsoever from the VENDOR and CONFIRMING PARTY or from any person claiming through or under them.

9. That VENDOR and CONFIRMING PARTY shall at all times hereinafter indemnify and keep indemnified the PURCHASER and his transferees against any loss, damages,

**Vianaar Heritage Development Pvt Ltd**

Authorised Signatory

Clara Fernandez

*[Handwritten signature]*

costs, charges, expenses, if any, suffered by reason of defect of title in the SAID PROPERTY or any breach of the covenants or any valid and legally subsisting claim by any other legal heirs and/or claimant.

10. The VENDOR and CONFIRMING PARTY and the PURCHASER hereby declare that the SAID PROPERTY in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

11. The VENDOR is a Widow and has been granted a certificate bearing No. DC/SDM/BAR/widows-Certi/111/2019/2130 from the office of Dy. Collector Bardez Goa, to enter into transaction for sale.

12. Price paid corresponds to the market value the SAID PROPERTY and accordingly stamp duty of **Rs.4,73,000/- (Rupees Four Lakhs Seventy Three Thousand Only)** has been affixed herewith.

**Viansar Heritage Development Pvt Ltd**

  
Authorized Signatory

*Clara Fernandez*

*[Handwritten signature]*

**SCHEDULE- I**

**(Description of the said property)**

All that property known as 'Madalya Wadyawaril Bhat' also Known as 'Dactea Bondavelem', situated in of Village Marna, admeasuring an area of 1150.00 Square Metres, within the limits of the Village Panchayat of Siolim, Taluka of Bardez, Sub District of Bardez, District of North Goa and State of Goa; which a part of the property described in the land Registration Office Of The Judicial Division Of Bardez Bearing No.1844 at Folios 598v Of Book 12 and Presently Bearing Survey No. 84/3 of Marna Village; and is bounded as follows:

North: By Public Road

South: By Survey No.86/1

West: By Survey No.84/2

East: By Survey No. 84/4

**Vianaar Heritage Development Pvt Ltd**

Authorised Signatory

*Clara Fernandez*

*hsh/hsh*

**SCHEDULE II**  
**(CONSIDERATION)**

**RS.1,05,10,000/- (RUPEES ONE CRORE FIVE LAKHS TEN THOUSAND ONLY)**

Payable to Vendor	<b>Rs.95,10,000/-</b>
Payable to Confirming Party	<b>Rs.10,00,000/-</b>
Less TDS deducted @ 1%	<b>Rs.1,05,100/-</b>
<b>Net Paid on execution of this Deed for Sale</b>	<b>Rs.1,04,04,900/-</b>



The VENDOR and CONFIRMING PARTY hereby admit and acknowledge receipt of entire consideration.

**Vianaar Heritage Development Pvt Ltd**

**Authorized Signatory**

*Clara Fernandez*

*[Signature]*



IN WITNESSES WHEREOF the parties hereto have signed this Deed of Sale, the date, month and the year first hereinabove written

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDOR **MRS. CLARA FERNANDES** of the First Part

**Left Hand Finger Impressions      Right Hand Finger Impressions**

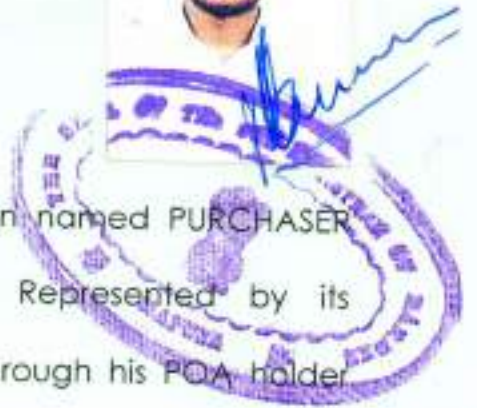


**Vianaar Heritage Development Pvt Ltd**

*[Signature]*  
**Authorised Signatory**

*Clara Fernandez*

*[Signature]*



SIGNED AND DELIVERED by the within named PURCHASER  
**VIANAAR HERITAGE DEVELOPMENT PVT LTD** Represented by its  
Managing Director- **MR. AKSHAY CHAUDHRY** through his POA holder  
**Mr. SAVIO MONTEIRO** of the Second Part.

Left Hand Finger Impressions

Right Hand Finger Impressions



Vianaar Heritage Development Pvt Ltd

Authorised Signatory



*Savia Fernandez*

*h.l.l.k.p.l.s*

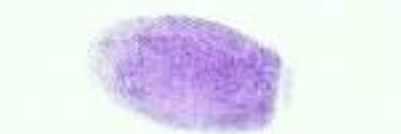
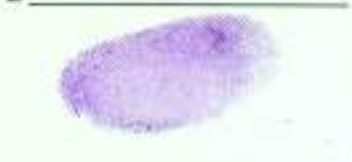




SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED CONFIRMING PARTY No.1 **MR. WILBUR J DSOUZA** for Self and Confirming Party No.2 **MRS. CARMIN MOHAN GAIKWAD** through her lawful Power of Attorney Holder of the Third Part.

Left Hand Finger Impressions

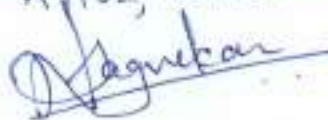

Right Hand Finger Impressions



Vianaar Heritage Development Pvt Ltd

Authorised Signatory

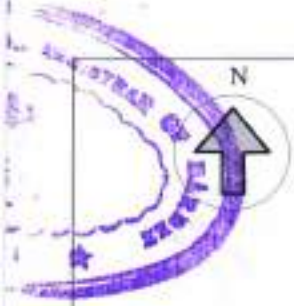
Clara Fernandez

**WITNESSES:**1. Name: Bhraddha KamatFather's Name: Nikhil Kamat  
Husband'sAge: 28Residential Add.: A/102, Parrikar Retreat, Dattawadi, Mapusa, GoaSignature: 2. Name: Durgesh. V. TinikarFather's Name: Vijay. M. TinikarAge: 21Residential Add.: H.No-50 Shri Shailan Niwas Khonlim  
MAPUSASignature: **Vianaar Heritage Development Pvt Ltd****Authorized Signatory**  
Clara Fernandez



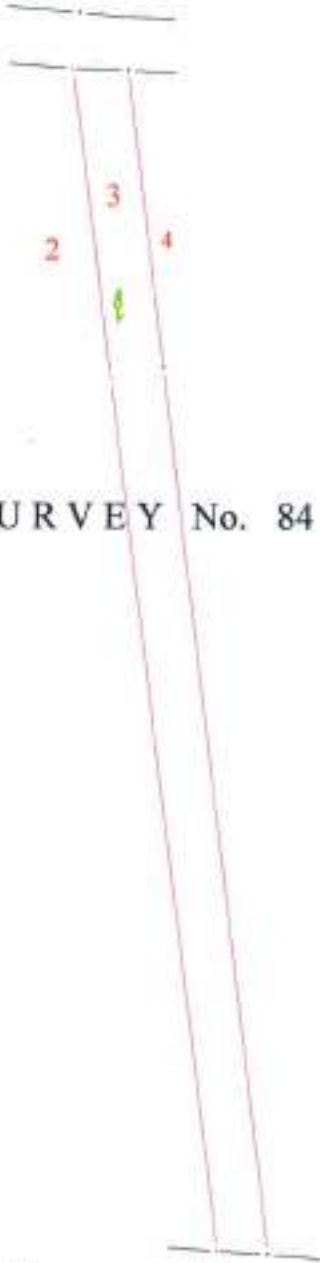


**GOVERNMENT OF GOA**  
**Directorate of Settlement and Land Records**  
**Office of Inspector of Survey and Land Records**  
**MAPUSA - GOA**



Inward No: 1570

Plan Showing plots situated at  
 Village : MARNA  
 Taluka : BARDEZ  
 Survey No./Subdivision No. : 84/ 3  
 Scale : 1:1000



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



SURVEY No. 84

Generated By : Pratap Moulekar (D'Man Gr. II)  
 On : 13-02-2019

S.No.86

*Rajesh R. Bai Kuchelkar*  
 Compared By:

*Clara Fernandez*



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

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

Print Date & Time : - 29-Mar-2019 01:03:28 pm

Document Serial Number :- 2019-BRZ-942

Presented at 01:03:32 pm on 29-Mar-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	473000
2	Registration Fee	367850
3	Mutation Fees	2500
4	Processing Fee	560
<b>Total</b>		<b>843910</b>

Stamp Duty Required :473000










Stamp Duty Paid : 473000

**Presenter**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Savio Monteiro ,S/o - D/o Fausto Monteiro Age: 28, Marital Status: ,Gender:Male,Occupation: Advocate, Address1 - H.No. 429, Fetorim, Piedade, Divar, Ilhas, Goa, Address2 - , PAN No.: BFGPM7473B			

**Executer**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Clara Fernandes ,S/o - D/o John Felix Fernandes Age: 75, Marital Status: Widow ,Gender:Female,Occupation: Housewife, Address1 - 36, Ramaswami Avenue, Carlappa Colony, Belgaum, Karnataka-590009, Address2 - , PAN No.: AAIPF3009J			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	<b>Savio Monteiro ,S/o - D/o Fausto Monteiro</b> Age: 28, Marital Status: ,Gender:Male,Occupation: Advocate, Address1 - H.No. 429, Fetorim, Piedade, Divar, Ilhas, Goa, Address2 - , PAN No.: BFQPM7473B			
3	<b>Wilbur J Dsouza ,S/o - D/o Cyril Gregory Dsouza</b> Age: 47, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No. 533, ComfremWado, Cansa, Tivim, Bardez, Goa, Address2 - , PAN No.: BGRPD1394L			
4	<b>Wilbur J Dsouza ,S/o - D/o Cyril Gregory Dsouza</b> Age: 47, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.No. 533, Comfrem wado, Cansa, Tivim, Bardez, Goa, Address2 - , PAN No.: BGRPD1394L			

Witness

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<b>Durgesh Tineikar, 21 , ,9527444886 , ,Service , Marital status : Unmarried</b> 403507, H.no 50 Shailam Niwas, H.no 50 Shailam Niwas, Khorlim Mapusa Bardez Goa Mapusa, Bardez, NorthGoa, Goa			
2	<b>Shraddha Kamat, 27 , ,8669610536 , ,Service , Marital status : Married</b> 403507, A/102, A/102, Parrikar Retreat, Dattawadi Mapusa Goa Mapusa, Bardez, NorthGoa, Goa			

  
Sub Registrar

SUB-REGISTRAR  
BARDEZ

Document Serial No:-2019-BRZ-942

Book :- 1 Document  
Registration Number :- **BRZ-1-922-2019**  
Date : 02-Apr-2019

*[Handwritten Signature]*

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

**SUB-REGISTRAR  
BARDEZ**

