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Name of Purchaser ARCHIZI DEVELOPER LLP

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DEED OF SALE

THIS **DEED OF SALE** is made at Mapusa, Bardez, Goa on this 4<sup>th</sup> of May, 2022

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#### BETWEEN

- Mr. DANNY FERNANDES, son of late Lucas Fernandes, 44years, Indian National, married, businessman, holding PAN Card No.
   Aadhaar Card bearing No.
   ,phone no
   , and his wife,
- 2. Mrs. GLANCY GRACIAS, w/o Mr Danny Fernandes, 41 yrs of age, married , Indian national, Occupation business, pan no , adhar no , phone no , both resident of H.No. 931/34-A, church street, Socorro, Porvorim, Bardez, Goa. hereinafter referred to as the 'VENDORS' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators ,successors-in-interest, legal representatives and assigns) of the ONE PART.

#### AND

3. MAYFAIR RESORTS INDIA LTD., a limited companywith registered office at 268, Masjid Moth, Near Uday Park, New Delhi, with PAN Card bearing No. \_\_\_\_\_\_ represented herein by its Director, Mr. SHAILESH MANDREKAR, son of Mr.Shantaram Mandrekar, aged 48 years, Indian National, service, holding PAN Card No. \_\_\_\_\_\_ and Aadhaar Card bearing No. \_\_\_\_\_\_, phone no \_\_\_\_\_\_, resident of house no 366/8, Tivim, Bardez, Goa duly authorized vide Resolution dated 30.03.2022, hereinafter referred to as the 'VENDORS' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest, legal representatives and assigns) of the ONE PART.



ARCHIZI DEVELOPERS LLP., incorporated under No.ABA-3243, with registered office at House No. 311, Sector 17A, Gurugram, Gurgaon, Haryana, 122001, having Pan no represented herein by its Director, MR. LAKSHAY KUMAR, son of Mr. Ajesh Kumar Bahuguna, aged about 29years of age, Indian national, married, businessmen, holding Aadhaar Card No. and PAN Card No. , resident of 311, Sector 17A, Sector-17, Gurgaon, Haryana- 122001.vide resolution dated 30/03/2022, hereinafter referred to as the 'PURCHASER' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its heirs, executors, administrators, successors-in-interest, legal representatives and assigns) of the OTHER PART.

WHEREAS there exists a property known as "TOURANT" bearing Survey No.355 Sub-division 3 of Socorro Village, within the jurisdiction situated within the jurisdiction of the Village Panchayat of Socorro, Taluka and Sub-district of Bardez, State of Goa, totally admeasuring an area of 2,050 sq.mtrs, more clearly described in the Schedule written herein below and hereinafter referred to as the 'SAID PROPERTY' for brevity's sake.

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#### AND

WHEREAS the SAID PROPERTY originally belonged to Mr. Bernardo Mascarenhas a.k.a Bernardino Lucas Peidade Joao Baptista Mascarenhas and his wife Mrs. Regina Mascarenhas a.k.a Ana Regina de Melo e Mascarenhas, who came to expire on 21.02.1970 and 24.11.1971, respectively.

AND WHEREAS the said Mr.Bernardo Mascarenhas a.k.a Bernardino Lucas Peidade Joao Baptista Mascarenhas and his wife Mrs. Regina Mascarenhas a.k.a Ana Regina de Melo e Mascarenhas, an Inventory proceeding for partitioning the estate of the said deceased was commenced in the Court of the Civil Judge Senior Division, at Mapusa, which Inventory Proceedings came to be registered under Inventory Proceedings No. 226/2011/B.

AND WHEREAS Mr. Bernardo Mascarenhas a.k.a Bernardino Lucas Peidade Joao Baptista Mascarenhas and his wife Mrs. Regina Mascarenhas a.k.a Ana Regina de Melo e Mascarenhas, both passed away leaving behind their only son Mr. Max Afonso Mario Mascarenhas alias Maxy Mascarenhas married to Mrs. Maria Inocencia Clara Lucia Alice Luis Mascarenhas alias Maria I.C.L.A. Mascarenhas alias Maria Mascarenhas. The said Mr. Max Afonso Mario Mascarenhas alias Maxy Mascarenhas expired on 22.06.2009, leaving behind his widow and four children namely, Mr. Denis B.S Mascarenhas married to Mrs. Shirley M. Mascarenhas, Mr. Cliffford Mascarenhas Elizabeth Mascarenhas, married to Mr. Newton



Mascarenhas and Ms. Carol B.E Mascarenhas both unmarried at the time of drawing the Inventory Proceedings.

AND WHEREAS in the Final Chart of Allotment that was drawn up and finalised by the Hon'ble Civil Judge Senior Division on 26.09.2011, in the said Inventory Proceeding No. 226/2011/B, the SAID PROPERTY admeasuring 2050 sq.,mtrs came to be allotted absolutely and exclusively to the Mrs. Maria Inocencia Clara Lucia Alice Luis Mascarenhas alias Maria I.C.L.A. Mascarenhas alias Maria Mascarenhas, after taking the same in auction and having paid the owelty money to the other heirs and the same was confirmed by the Order of the said Civil Judge Senior Division, Mapusa, dated 26.09.2011.

AND WHEREAS Inventory Proceeding bearing No. 42/2011/A came to be initiated upon the death of Mr. Max Afonso Mario Mascarenhas alias Maxy Mascarenhas, in the Court of the Civil Judge Senior Division at Panaji. The SAID PROPERTY was listed at Item No.1 in the Description of Assets and was allotted in auction to the widow of Mr. Max Afonso Mario Mascarenhas alias Maxy Mascarenhas, the said Mrs. Maria Inocencia Clara Lucia Alice Luis Mascarenhas alias Maria I.C.L.A. Mascarenhas alias Maria Mascarenhas, being the highest bidder.

AND WHEREAS in the Final Chart of Allotment that was drawn up and finalised by the Hon'ble Civil Judge Senior Division on 22.07.2011, in the said Inventory Proceeding No.

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42/2011/A, the SAID PROPERTY admeasuring 2050 sq.,mtrs came to be allotted absolutely and exclusively to the Mrs. Maria Inocencia Clara Lucia Alice Luis Mascarenhas alias Maria I.C.L.A. Mascarenhas alias Maria Mascarenhas, after taking the same in auction and the same was confirmed by the Order of the said Civil Judge Senior Division, Mapusa, dated 27.07.2011.

AND WHEREAS the said, Mrs. Maria Inocencia Clara Lucia Alice Luis Mascarenhas alias Maria I.C.L.A. Mascarenhas alias Maria Mascarenhas, further sold the SAID PROPERTY to the VENDORS, after representing that she was the sole, absolute and exclusive owner in possession of the SAID PROPERTY and that there were no other person/s who could prove a better title to the same.

AND WHEREAS the VENDORS purchased the SAID PROPERTY from Mrs. Maria Inocencia Clara Lucia Alice Luis Mascarenhas alias Maria I.C.L.A. Mascarenhas alias Maria Mascarenhas vide Deed of Sale dated 15.02.2012 registered before the Sub Registrar of Bardez, at Mapusa under registration no. BRZ-BK1-00822-2012, CD number BRZD288 on 17.02.2012.

WHEREAS the PURCHASER being desirous of purchasing the SAID PROPERTY from the VENDORS, approached the VENDORS with a proposal to purchase the SAID PROPERTY for a total price of **Rs.1,23,00,000/-** (**Rupees One Crore Twenty Three Lakhs Only),** which is the true market value of

the SAID PROPERTY and the VENDORS has agreed to sell the same to the PURCHASER for the said price.

AND WHEREAS the VENDORS are now therefore executing this Deed of Sale in favour of the PURCHASER, on the following terms and conditions.

#### NOW THIS DEED OF SALE WITNESSES AS UNDER:

1. IN PURSUANCE of the aforesaid Agreement and in consideration of the sum of Rs.1,23,00,000/- (Rupees One Crore Twenty Three Lakhs Only), paid by the PURCHASER to the VENDORS, Rs 30,44,250 (Rs Thirty Lakhs Forty Four Thousand Two Hundred and Fifty only) vide cheque bearing no 143882 dawn on Punjab national Bank, Harayana Branch for Vendor no 1, Rs 30,44,250 (Rs Thirty Lakhs Forty Four Thousand Two Hundred and Fifty only) vide cheque bearing no 143883 dawn on Punjab national Bank, Harayana Branch for Vendor no 2, Rs 60,88,500 (Rs Sixty Lakhs Eighty Eight Thousand Five Hundred only) vide cheque bearing no 143882 dawn on Punjab national Bank, Harayana Branch for Vendor no 3, and balance Rs 1,23,000/-(Rupees One Lakhs twenty three thousand Only) paid by TDS of 1% (the receipt of which entire consideration the VENDORS does hereby admit and acknowledge and give full discharge to the PURCHASER), the VENDORS, are the sole, absolute and exclusive owners of THE SAID PROPERTY, admeasuring 2050 sq. mts., situated in the Village of Socorro, bearing Survey No. 355/3 of Socorro

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Village, Bardez, Goa, more clearly described in the Schedule hereunder written and delineated in red in the plan annexed hereto, do hereby Sell, Grant, Convey, Transfer, Assign and Assure unto the PURCHASER, THE SAID PROPERTY', admeasuring 2050 sq. mts., situated in the Village of Socorro, bearing Survey No. 355/3 of Socorro Village, Bardez, Goa, more clearly described in the Schedule hereunder written and delineated in red in the plan annexed hereto, and all trees and structures standing thereon alongwith all the privileges existing to the SAID PROPERTY or any part thereof and rights to accesses, paths roads now or any time thereto usually held, used, occupied or enjoyed therewith or reputed to belong and be appurtenant thereto, alongwith all the estate, rights, titles, interests and claims whatsoever, both by law or in equity of the VENDORS into or upon THE SAID PROPERTY', hereby granted, conveyed, sold, transferred and assured or otherwise expressed and intended so as to be unto and to the use of the PURCHASER, forever and absolutely.

- 2. The VENDORS have on this day handed over vacant and peaceful possession of the SAID PROPERTY to the PURCHASER, free from all claims, demands and encumbrances, to have, occupy and hold the SAID PROPERTY, forever, as his own, from this day onwards.
- 3. The VENDORS do hereby covenant with the PURCHASER that notwithstanding any act, deed or

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thing whatsoever, the VENDORS or any person or persons lawfully or equitably claiming by from knowingly suffered to the contrary by them, the VENDORS do have in their good right, full power and absolute authority to grant, convey, sell, transfer, assign and assure the SAID PROPERTY hereby sold, transferred, assured, expressed, UNTO AND TO THE USE of the PURCHASER and the PURCHASER shall at all times hereafter peaceably and quietly possess and enjoy the same or construct any structure in the same and receive the profits thereof without any lawful eviction, interruption, claims and demands, whatsoever from or by the VENDORS or by any other person or persons whomsoever, lawfully, equitably or otherwise claiming through them.

- 4. THE VENDORS do hereby covenant, undertake and declare as under:
  - a) That the SAID PROPERTY is free from all encumbrances, charges, equities, claims or demands, whatsoever, and that the VENDORS have not done anything whereby the SAID PROPERTY may be subject to any attachment or lien of any Bank, Court or person whatsoever.
  - b) That there are no pending suits, appeals, litigations, or other proceedings whatsoever in any Court of Law or Tribunal or any other legal forum relating to the SAID PROPERTY.

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- c) That the SAID PROPERTY is not subject matter of any acquisition or requisition or affected by any Government Notification or order under any Ordinance Act, Defense of India Act or under any other Law in respect of the SAID PROPERTY by the State Government or Central Government or any other authority or local body.
- d) That the VENDORS have not entered into any Agreement for sale, transfer, arrangement, document or Instrument with any other third party concerning the SAID PROPERTY nor have they agreed to sell or encumber the SAID PROPERTY in any manner whatsoever.
- e) That the VENDORS or their predecessors have not granted any right of way, easement or license or created any other right, to or in favour of, any persons in over or in respect of the SAID PROPERTY hereby sold;
- f) That there are no outstanding encumbrances, mortgages, charges, liens, notices for acquisition setbacks, easements in respect of the SAID PROPERTY nor is the SAID PROPERTY affected by any prohibitory order of injunction or attachment either before or after Judgment.

- g) That there are No Mundkars, Tenants or any other occupants of the SAID PROPERTY.
- h) That the title of the VENDORS to the SAID PROPERTY is clear and marketable.
- i) That the VENDORS have on this day handed over to the PURCHASER the peaceful and vacant possession of the SAID PROPERTY along with undivided right, interest and title to the SAID PROPERTY.
- 5. The VENDORS do hereby further declare that they have NO
  OBJECTION for mutation of the survey records of rights,
  pertaining to the SAID PROPERTY, to include the name of the
  PURCHASER in the Occupant's Column of the Form I & XIV of
  the SAID PROPERTY, by deleting the names of the VENDORS.
- 6. The parties covenant that the cost of stamp duty and registration of this Deed will be borne exclusively by the PURCHASER.
- The zoning Information is obtained from Office of the Senior Town Planner , Mapusa Bardez Goa vide letter. No. TPBZ/ZON/9127/SOC/TCP- 2021/445 - 3 dated 25/10/2021. Whereby the said property falls partly settlement zone (S3) having permissible FAR 60 & status as VP - 2. The plot also zone as National Cover Zone.
- THE VENDORS 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 21/8/1978.

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#### SCHEDULE

ALL THAT PROPERTY known as "TOURANT", bearing Survey No.355 Sub Division No.3 of Socorro Village, situated within the jurisdiction of the Village Panchayat of Socorro, Taluka and Sub district of Bardez, State of Goa, totally admeasuring an area of 2,050 sq.mtrs., neither found described in the Land Registration Office of Bardez, nor found enrolled in the Taluka Revenue Office of Bardez, and is bounded as under:

On or towards the NORTH: by a Rivulet or Nullah;

On or towards the SOUTH: by the properties bearing survey no.12-A and 12-A-2;

On or towards the EAST: by the property bearing survey no.355/2;

On or towards the WEST: by the property bearing survey no.355/4.

(The SAID PROPERTY is delineated in red in the plan annexed

hereto)

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year hereinabove mentioned.

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# SIGNED SEALED AND DELIVERED ] BY THE WITHIN-NAMED VENDOR NO.1 ] Mrs. GLANCY GRACIAS R.H.F. Prints L.H.F. Prints 1. 1. 2.\_\_\_\_ 2. 3. 3. \$ 4. 4 5. 5. \_ T. Jahlung

# SIGNED SEALED AND DELIVERED ]

# BY THE WITHIN-NAMED VENDOR No.2 ]





MAYFAIR RESORTS INDIA LTD Through its authorised signatory Mr Shailesh Mandrekar

L.H.F. Prints

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3. \_\_\_\_\_













R.H.F. Prints

1. \_\_\_\_\_







3. \_\_\_\_\_





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### BY THE WITHIN-NAMED PURCHASER ]

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ARCHIZI DEVELOPERS LLP

Through its Director,

### MR. LAKSHAY KUMAR































# WITNESSES :

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#### **Government of Goa**

### **Document Registration Summary 2**

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

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2	Registration Fee		2500
3	Mutation Fees		1020
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senter Signature Thumb Photo Party Name and Address r.NO Lakshay Kumar As A Partner Of Archizi Developers LLP ,Father Name:Ajesh Kumar,Age: 29, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 311 Sector 17A Sector 17 Gurgaon Haryana 122001, Address2 1 PAN No.:

Exe	cuter	Photo	Thumb	Signature
Sr.N	O Party Name and Address			
1	DANNY FERNANDES , Father Name:Lucas Fernandes, Age. 44, Marital Status: Married ,Gender:Male,Occupation: Business, Hno. 931-34A Church Street Soccorro Porvorim Bardez Goa,			Chik
2	PAN No. GLANCY GRACIAS , Father Name:Xavier Gracias, Age: 41, Marital Status: Married ,Gender:Female,Occupation: Business, 931-34A, Church Street Socorro Bardez Goa, PAN No.	¥.		ejer.

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NGDRS : National Generic Document Registration System

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Party Name and Address	Photo	Thumb	Signature		
Anailesh Mandrekar As The Director Of MAYFAIR RESORTS INDIA LTD , Father Name:Shantaram Mandrekar, Age: 48, Marital Status: ,Gender:Male,Occupation: Service, 366-8, Tivim Bardez Goa, PAN No.:			(d)t		
Lakshay Kumar As A Partner Of Archizi Developers LLP , Father Name:Ajesh Kumar, Age: 29, Marital Status: ,Gender:Male,Occupation: Business, 311 Sector 17A Sector 17 Gurgaon Haryana 122001, PAN No.:			hh	DPER	
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Party Name and Address		1			
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Normed, e Name: Greta Laura Silveira,Age: 29,DOB: 1992-06-11 ,Mobile 9823938006 ,Email: ,Occupation:Advocate , Marital status : Unmarried , Address:403102, Chorao Tiswadi Goa, Chorao Tiswadi Goa, Chorao, Tiswadi, NorthGoa, Goa			Alvers		
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