



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



STAMP DUTY CERTIFICATE

ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

Stamp Duty Of :₹ 1548500/-

(Rupees Fifteen Lakhs Forty Eight Thousands Five Hundred only)

PAID VIDE E-RECEIPT NO 202300143060 DATED :21-Feb-2023,

IN THE GOVERNMENT TREASURY.



Signature

Sub Registrar

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

SUB-REGISTRAR
BARDEZ

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Conveyance - 22
PRE REGISTRATION NUMBER	:	202300010882
DOCUMENT SERIAL NUMBER	:	2023-BRZ-966
DATE OF PRESENTATION	:	24-Feb-2023
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-910-2023
DATE OF REGISTRATION	:	24-Feb-2023
NAME OF PRESENTER	:	Nitin Bhatia Partner In Vivenda Luxury Homes LLP
REGISTRATION FEES PAID	:	₹929090/-
PROCESSING FEES PAID	:	₹5080/-
MUTATION FEES PAID	:	₹2010/-



**Government of Goa
Directorate of Accounts**

Opp. Old Secretariat,
Fazenda Building, Panaji Goa
Phone: 0832-2225548/21/31



Echallan No. 202300143060

e-Receipt

Department: 10 - NOTARY SERVICES

Echallan Date: 21/02/2023 18:43:50

Name and Address of Party: Nitin | 9949923571
Vill 48 Aditya Casa Grande Gandipet Road KV Rangareddy

Service:

Stamp Duty

Amount

Stamp Duty

₹ 1548500.00

Total Amount: ₹ 1,548,500.00

(Rs. Fifteen Lakh Forty Eight Thousand Five Hundred Only)



Department Data:

202300010882 NOTARY|202300010882 NOTARY

Bank ref No:

CPACMWIEC1

Status:

Success

Payment Date:

21/02/2023 19:17:47

Payment Gateway:

SBI_MOPS

Print Date: 21/02/2023 19:18:39

Sr. No. 2023-AR2-966

24/02/2023



DEED OF SALE

THIS DEED OF SALE is executed at Mapusa, Goa, on this 24th day of FEBRUARY of the year 2023.

BETWEEN

1. **Mrs. Rukmini Vithal Usapkar**, widow of late Mr. Vithal Rama Usapkar, aged 76 years, widow, Housewife, having Pan Card No. having Aadhaar Card No. , Mobile No. ; Indian National, Resident of H. No. 410/D, Canca Bandh, Canca, Bardez-Goa-403510
2. **Mr. Santosh Vithal Usapkar**, son of late Mr. Vithal Rama Usapkar, aged 62 years, married, Retired, Indian national, having PAN Card No. , having Aadhaar Card No. Mobile No. and his wife;
3. **Mrs. Sarita Santosh Usapkar**, wife of Mr. Santosh V. Usapkar, aged 51 years, married, Housewife, Indian National, having Pan Card No. , having Aadhaar Card No. , Mobile No. , both Nos. 2 and 3 are residing at H. No. 410-M, Police Station Road, Near Sai Baba Temple, Canca Bandh Goa-403510
4. **Mr. Shekhar Vithal Usapkar**, son of late Mr. Vithal Usapkar, aged 53 years, married, service, Indian National, having Pan Card No. , having Aadhaar Card No. , Mobile No. and his wife;

5. **Mrs. Saroj Shekhar Usapkar**, wife of Mr. Shekar Usapkar, aged 43 years, married, housewife, Indian National, having Pan Card No. _____, having Aadhaar Card No. _____ Mobile No. _____, both Nos. 4 and 5 are residing at 105, Canca Bandh, Bardez, Goa 403510, hereinafter referred to as the "**VENDORS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, legal representatives, executors, administrators, beneficiary(ies), legatee(s), nominees and permitted assigns) of the **FIRST PART**;

AND

M/s. Vivenda Luxury Homes LLP, a limited liability partnership bearing LLP identification number LLPIN:AAX-0237, bearing Pan card bearing _____, having its registered office at 8-2-686/B/1 Road No. 12, Banjara Hills Hyderabad Telangana 500034, represented herein by its duly Designated Partner Mr. Nitin Bhatia, son of Bridhiv Bhatia aged 51 years, Married, Service, Indian National, holding PAN Card bearing no: _____, AND Aadhaar card bearing no. _____ resident of, Vill 48 Aditya Casa Grande Gandipet Road, K.V. Rangareddy Telangana 500075 duly authorised vide LLP Resolution dated 03rd February 2023 hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, permitted assigns and nominee/s, administrators) of the **SECOND PART**;

AND

[Signature]



BRICKPOEM HOMES LLP., a Limited Liability Partnership, registered with Registrar of Companies under Limited Liability Partnership Act, 2008 with its registered office at House No. B-3, Lower Ground, Milroc, Ribandar Retreat, Ribandar, Tiswadi, North Goa, 403006, represented herein by its partners:

- (i) MR. NOEL CALDEIRA, son of Mr. Nascimento Caldeira, aged 52 years, Occupation business, holding PAN [REDACTED], Aadhar Card No. [REDACTED], Contact No. [REDACTED], resident of House No. B-3-G1, Milroc Ribandar Retreat, Ribandar, Tiswadi, North Goa, 403006,
- (ii) Mr. VIJAY PRABHUDESAI, son of Mr. Madhav Prabhudesai, aged 51 years, occupation business, holding Income Tax Card bearing PAN [REDACTED], holding Aadhaar Card No. [REDACTED], Mobile No. [REDACTED], married, resident of Flat No. GF-1, Ground Floor, Welworth's Ramnath Laxmibai Heritage (Phase II), Aquem, Margao, Salcete-Goa, 403601

both partners Indian Nationals, hereinafter referred to as **"CONSENTING PARTY"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners, successors, executants, administrators and assigns) of the THIRD PART.



Signature



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

WHEREAS the Vendors Nos. 1, 3, 4 and 5 are herein represented by their constituted Power of Attorney the Vendor No. 2 herein, Mr. Santosh Vithal Usapkar vide Power of Attorney dated 15.10.2022 executed before Notary Adv. Pandurang Banaulikar under Reg. No. 1412/2022. The Notarised copy of the same is filed in the office of the Sub-Registrar, Bardez along with this Deed.

WHEREAS:

- A. The **VENDORS** have represented to the **PURCHASER** as follows:
- i. There exists all that Property admeasuring 26,800 Sq. mts. known as "XIMECHEM BATTA", Survey no. 20 Sub Division 1, of Village Nachinola, Bardez Taluka, described in the Land Registration Office of Bardez under no. 7138 at page 59 of Book B19 New and Inscribed under No. 43362 at page 40v of Book G-47, enrolled in Taluka Revenue Office under no. 108 and 116, situated within the limits of the Village Panchayat of Nachinola Taluka and registration Sub District of Bardez, District of Bardez, North Goa (hereinafter referred to as the Said Entire Property).
 - ii. Vide Certificate of Land Description bearing no. 7138 drawn at folio 59 of Book B-19 new, all that property known as



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"XIMECHEM BATTA", of Nachinola ward Zoitavaddo the Land Registration records of Bardez preserved in the Directorate of Archives and Archaeology Pananji, the Said Entire Property property known as "XIMECHEM BATTA", is bounded on the east by the paddy field of the Comunidade of Moira, on the west by the plot consisting of hilly land of the Comunidade of Nachinola, on the north by the plot consisting of hilly land of the Comunidade of Moira and on the south by the property Xiemechem batta comprising of land of the heirs of Angelo Maria de souza.

iii. Vide Inscription certificate bearing no. 24459, registered at folio 193 of book G-30, dated 9th August 1932, preserved in the Directorate of Archives and Archaeology Panajithe Said Entire Property originally belonged to Remediana De Souza widow of Jose Manuel De Souza.

iv. Further vide Inscription certificate bearing no. 24460, registered at folio 193 of book G-30, dated 9th August 1932, preserved in the Directorate of Archives and Archaeology Panajithe Said Entire Property came to be inscribed in the name of Pedro Salvador de Nazare who purchased the said entire property from Remediana De Souza widow of Jose Manuel De Souza.



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v. Vide Inscription certificate bearing no. 37928, registered at folio 123 of book G-41, dated 15th May 1954, preserved in the Directorate of Archives and Archaeology Panajiit is recorded that the Said Entire Property then came to be inscribed in the name of Govinda Niconta Sinai bachelor son of Nachinola Sinai Candeparcar alias Nilkant Sinai Kandeparkar and Xantabai alias Xantabai Nilkant Kandeparkar who purchased it from Maria Epifania de Oliveira e Nazare to whom the Said entire property was allotted to her vide order dated 20/07/1953, in an orphanological Inventory that was filed on the demise of her husband Pedro Salvador de Nazare.

vi. Vide a Deed of Succession drawn on 11/03/1971 recorded at folio 12 to 15V of Book No. 697, Govinda Niconta Sinai died a bachelor and upon his death Nilconta Sinai Candeparcar alias Nilkant Sinai Kandeparkar and his wife Xantabai alias Xantabai Nilkant Kandeparkar succeeded to the estate of Govinda Niconta Sinai.

vii. Further vide Inscription certificate bearing no. 43362, registered at folio 59 of book B-19, dated 13th April 1971, preserved in the Directorate of Archives and Archaeology Panajithe Said Entire Property then came to be inscribed in favour of Nilconta Sinai Candeparcar alias Nilkant Sinai Kandeparkar and his wife Xantabai alias Xantabai Nilkant Kandeparkar.



viii. Vide Index of Lands bearing mutation no. 243 the name of Nilkant Sinai Kandeparkar came to be recorded in the Occupants Column with reference to the Said Entire Property.

ix. Vide a Deed of Sale dated 22/04/1974, registered under no. 290 of Book No. 1 Volume no. 82 dated 16/05/1974, before the Sub Registrar of Mapusa at Bardez Goa, Nilconta Sinai Candeparcar alias Nilkant Sinai Kandeparkar and his wife Xantabai alias Xantabai Nilkant Kandeparkar, sold 1/3rd of the entire Said Property, admeasuring. 26,800 Sq. mts to Vitola Rama Ussopcar alias Vithal Rama Usapkar. (hereinafter referred to as the Said Property)

x. Vide Mutation entry bearing no. 461 the name of Vitola Rama Ussopcar alias Vithal Rama Usapkar came to be added in the occupant's column in the Form I and XIV of Survey No. 20 Sub Division 1.

xi. Vide Partition Application bearing No. 15/251/89/Part/Land, Vitola Rama Ussopcar alias Vithal Rama Usapkar moved the Collector and SDO at Mapusa to partition all that Property admeasuring 8933 Sq. mts forming part of all that property known as "XIMECHEM BATTA", Survey no. 20 Sub Division 1, of Village Nachinola, Bardez Taluka, described in the Land



Registration Office of Bardez under no. 7138 at page 59 of Book B19 New and Inscribed under No. 43362 at page 40v of Book G-47, enrolled in Taluka Revenue Office under no. 108 and 116, situated within the limits of the Village Panchayat of Nachinola Taluka and registration Sub District of Bardez, District of Bardez, North Goa.

- xii. Vide order dated 8/11/1989, passed by the Deputy Collector and SDO Mapusa, in Partition Application bearing No. 15/251/89/Part/Land it is observed that all that Property admeasuring 8933 Sq. mts forming part of all that property known as "XIMECHEM BATTA", Survey no. 20 Sub Division 1, of Village Nachinola, Bardez Taluka, described in the Land Registration Office of Bardez under no. 7138 at page 59 of Book B19 New and Inscribed under No. 43362 at page 40v of Book G-47, enrolled in Taluka Revenue Office under no. 108 and 116, situated within the limits of the Village Panchayat of Nachinola Taluka and registration Sub District of Bardez, District of Bardez, North Goa, came to be partitioned and a separate Survey no. 20 Sub Division 1-B under mutation no. 648 was allotted in the name of Vitola Rama Ussapcar. (hereinafter referred to as the Said Property and is more particularly described in the **Schedule** I hereunder written to this Deed of Sale)



xiii. Further Vide a Deed of Gift dated 26/06/1992, registered under no. 1406, Book I Volume no. 170 dated 24/08/1992, Vithal Rama Ussapkar along with his wife Rukmani Vithal Ussapkar gifted a portion of the Said Property admeasuring 500 Sq. mts to their Son-in-law Eknath Rama Harmalkar.

xiv. Further Vide mutation no. 696 the name of Eknath Rama Harmalkar came to be added in the occupant's column of the Said Property.

xv. Thereafter Vithal Rama Ussapkar alias Vitola Rama Ussopcar expired on 21/09/200 leaving behind his widow Rukmini Vithal usapkar as his moiety holder and the following children as his legal heirs: -

- a. Reshma Eknath Harmalkar married to Eknath Rama Harmalkar;
- b. Santosh Vithal Usapkar married to Sarita Santost Usapkar;
- c. Shrirang Vithal Usapkar married to Maya Shrirang Usapkar;
- d. Dipak Vithal Usapkar (bachelor);
- e. Yuvaraj Vithal Usapkar married to Yogita Yuvaraj Usapkar;
- f. Shekar Vithal Usapkar (bachelor);

xvi. Upon the death of Vithal Rama Ussapkar alias Vitola Rama Ussopcar an Inventory Proceedings came to be filed bearing no.



206/2002/A was initiated in the Court of the Civil Judge Senior Division 'A' Court at Mapusa Goa.

xvii. Vide order dated 23/01/2003 passed in Inventory Proceedings bearing no. 206/2002/A, in the Court of the Civil Judge Senior Division 'A' Court at Mapusa Goa, it is observed that the Said Property was listed at item no. 1 of the List of Assets and included the portion of land gifted to Eknath Rama Harmalkar. It is further observed that the Said Property came to be allotted to the following in the ratio mentioned herein below: -

- a. Rukmini Vithal usapkar ($\frac{1}{2}$ share);
- b. Reshma Eknath Harmalkar married to Eknath Rama Harmalkar (1/12 Share);
- c. Santosh Vithal Usapkar married to Sarita Santost Usapkar (1/12 Share);
- d. Shrirang Vithal Usapkar married to Maya Shrirang Usapkar (1/12 Share);
- e. Dipak Vithal Usapkar (bachelor) (1/12 Share);
- f. Yuvaraj Vithal Usapkar married to Yogita Yuvaraj Usapkar (1/12 Share);
- g. Shekar Vithal Usapkar (bachelor) (1/12 Share);

xviii. Thereafter Yuvaraj Vithal Usapkar expired on 31/07/2014 leaving behind his wife Yogita Yuvaraj Usapkar as his moiety holder and the following children as his legal heirs: -

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- a. Vivekanand Yuvaraj Usapkar;
- b. Viraj Yuvaraj Usapkar;

xix. Further Dipak Vithal Usapkar expired on 24/09/2021, as a bachelor leaving behind his mother Rukmini Vithal Usapkar.

xx. Vide Zoning Certificate dated 30/11/2021, bearing reference no. TPBZ/ZON/9304/NACH/TCP-2021/5675 the Said Property falls in settlement zone with FAR 50.

xxi. Thereafter upon the death of Dipak Vithal Usapkar an Inventory Proceedings came to be filed bearing no. 4/2022/B was initiated in the Court of the Civil Judge Senior Division 'B' Court at Mapusa Goa.

xxii. Vide order dated 11/04/2022 passed in Inventory Proceedings bearing no. 4/2022/B, in the Court of the Civil Judge Senior Division 'B' Court at Mapusa Goa, it is observed that the 1/12 share in the Said Property of Dipak Vithal Usapkar was listed at item no. 1 of the List of Assets and came to be allotted to his mother Rukmini Vithal usapkar.

xxiii. In the meantime, the VENDORS herein along with other heirs of late Vitola Rama Ussapcar, as the then joint owners of the Said Property admeasuring 8,933.00 Square Meters, surveyed under



Survey No. 20/1-B of Village Nachinola, arrived at mutual understanding with the Consenting Party herein, whereby the VENDORS herein along with other co-owners agreed to sell unto the Consenting Party and or its nominee/s, an area admeasuring 6,058.00 Sq. Meters of the Said Property bearing Survey No. 20/1-B of Village Nachinola (including the Said Plot No. 4), upon mutually agreed consideration, of which part payment was effected by the Consenting Party.

xxiv. Notwithstanding the mutual understanding arrived at and as mentioned in the preceding paragraph, it was mutually agreed between the Vendors and the Consenting Party in respect of the Said Plot, that in case the Consenting Party arranges/nominates any third party as purchaser of the Said Plot and if ultimately the Vendors sell the Said Plot to such party nominated by the Consenting Party, a sum of Rs. 915/- per Sq. Meter from the sale consideration of the Said Plot shall be paid to the Consenting Party.

xxv. Vide Regular Civil Suit bearing no. 159/2022/A, Shrirang Vithal Usapkar and his wife Maya Shrirang Usapkar filed for partition of their share from the Said Property against the co-owners.

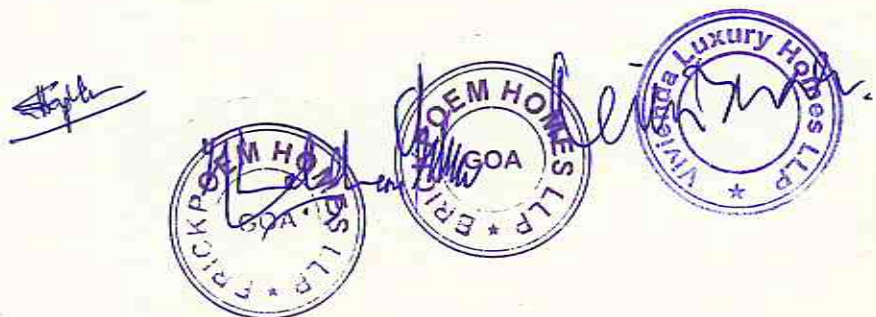
xxvi. Further vide Consent Decree dated 29/08/2022 read with the roznama order dated 26/09/2022 passed in CMA 152/2022/A




filed in Regular Civil Suit bearing no. 159/2022/A, the Said Property came to be divided into five (5) Plots and have been allotted in the manner herein below: -

- a. **Plot 1:-** 848.43 Sq. mts allotted to Reshma Eknath Harmalkar and her husband Eknath Rama Harmalkar;
- b. **Plot 2:-** 813.82 Sq. mts allotted to Shrirang Vithal Usapkar and his wife Maya Shrirang Usapkar;
- c. **Plot 3:-** 752 Sq. mts allotted to Yogita Yuvaraj Usapkar and her two sons Vivekanand Yuvaraj Usapkar and Viraj Yuvaraj Usapkar
- d. **Plot 4:-** 3643.49 Sq. mts allotted to Rukmini Vithal Usapkar, Santosh Vithal Usapkar and his wife Sarita Santost Usapkar, Shekhar Vithal Usapkar and his wife Saroj Shekar Usapkar. (hereinafter referred to as the Said Plot)
- e. **Plot 5:-** 2874 Sq. mts allotted to Shrirang Vithal Usapkar and his wife Maya Shrirang Usapkar Shekhar Vithal Usapkar and his wife Saroj Shekar Usapkar.

xxvii. Vide NOC dated 10/10/2022, bearing reference no. NOC/49(6)/2642/NACH/TCP-2022/5841, the office of the Senior Town Planner Town and Country Planning department North Goa District Office has granted permission to sell all that plot admeasuring 3643.49 Sq. mts forming part of all that property known as "XIMECHEM BATTA", Survey no. 20 Sub Division -1-



B, of Village Nachinola, Bardez Taluka, described in the Land Registration Office of Bardez under no. 7138 at page 59 of Book B19 New and Inscribed under No. 43362 at page 40v of Book G-47, enrolled in Taluka Revenue Office under no. 108 and 116, situated within the limits of the Village Panchayat of Nachinola Taluka and registration Sub District of Bardez, District of Bardez, North Goa, and bounded as follows:-

On the East : By plot bearing no. 5 forming part of Survey no. 20/1-B.

On the West : By property bearing Survey no. 20/1-A-6, Survey no. 20/1-A-10, Survey no. 20/1-A-11, Survey no. 20/1-A-14 and Survey no. 20/1-A-8.

On the North : By plot no. 1 and partly by plot no. 2 forming part and parcel of the property bearing survey no. 20/1-B of Village Nachinola.





On the South : By the road.

xxviii. Vide the Nil Encumbrance Certificate, dated 8/2/2023, issued by the Civil Registrar cum Sub Registrar, Bardez Mapusa Goa, it appears that there were no encumbrances affecting the **Said Property** from 1/1/2022 to 8/2/2023.



xxix. The Consenting Party nominated the PURCHASER for the purchase of the Said Plot, who after conducting legal due diligence and physical inspection and measurement being satisfied with the clean and clear title of the VENDORS to the Said Plot and being satisfied that the Said Plot has area and dimensions as shows in the attached plan, agreed to purchase the Said Plot admeasuring 3643.49 Sq. mts forming part of all that property known as "XIMECHEM BATTA", Survey no. 20 Sub Division -1-B, of Village Nachinola, Bardez Taluka, described in the Land Registration Office of Bardez under no. 7138 at page 59 of Book B19 New and Inscribed under No. 43362 at page 40v of Book G-47, enrolled in Taluka Revenue Office under no. 108 and 116, situated within the limits of the Village Panchayat of Nachinola Taluka and registration Sub District of Bardez, District of Bardez, North Goa, and is more particularly described in the **Schedule II** hereunder written to this Deed of Sale and is shown in Red colour boundary line on the plan annexed as "**Annexure A**".

- B. Vide Public Notice dated 21/01/2023 published in the Navhind Times (in English), and Gomantak (in Marathi), no claims and/or objections and/or notice and/or Letters and/or any written correspondence were received by them.

C. Pursuant to the negotiations between the VENDORS and the PURCHASER and relying on the representations, assurances and warranties of the VENDORS as stated herein and believing the same to be true and correct, the PURCHASER has agreed to purchase and acquire all the right, title and interest of the VENDORS in the **Said Plot** free from all or any encumbrances, claims and demands of whatsoever nature for the aggregate consideration of **Rs. 3,09,69,665/- (Rupees Three Crore Nine Lakhs Sixty-Nine Thousand Six Hundred and Sixty-Five Only)** and on the terms and conditions hereinafter stated and have further agreed to pay Rs. 2,76,35,871.65/- to the VENDORS and Rs. 33,33,793.35/- to the CONSENTING PARTY as requested by the VENDORS and CONSNETING PARTY.

D. The VENDORS have further represented, assured and warranted to the PURCHASER as follows:

1. The title of the VENDORS to the **Said Plot** is clear, marketable and free from any encumbrances whatsoever; and
2. The VENDORS is in exclusive use, occupation and possession of the **Said Plot** and have not parted with the possession of the **Said Plot** or any part thereof to any other person; and
3. The **Said Plot** or any part thereof is not reserved for any public or acquired by any government authority, judicial, quasi-judicial authority or by any local/state/central bodies for any purpose except that an area of 115.60 sq. mts., of the Said Plot is earmarked for road widening; and

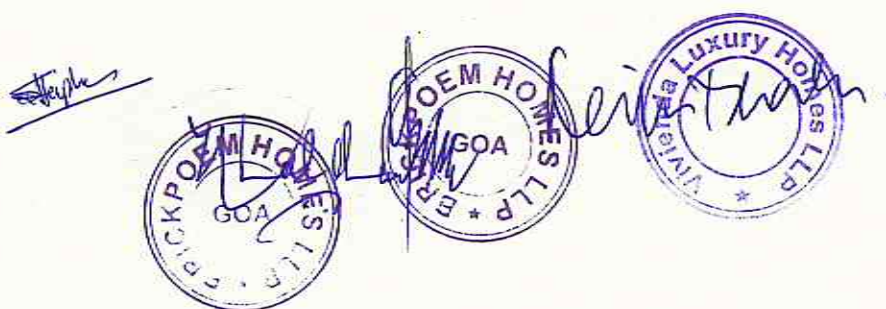


4. The tenure of the **Said Plot** is freehold; and
5. Neither the VENDORS nor anyone on its behalf has otherwise entered into any agreement or arrangement whether oral or written for sale or otherwise transferred or dealt with the **Said Plot** or any part thereof or created any right or interest in favour of any third party in respect of the **Said Plot**, except with the CONSENTING PARTY as detailed earlier herein above;
6. Neither the execution nor the delivery of this Deed of Sale nor the consummation of the transactions contemplated herein conflict with or will result in a breach of any of the terms, conditions and provisions of any documents, agreements, instruments, permissions, approvals, consents to which the VENDORS is a party or by which they are bound;
7. There are no prohibitory orders or any attachment orders passed by any judicial, quasi-judicial authority or by any local/state/central bodies, or otherwise any liabilities in respect of the **Said Plot** or any part thereof;
8. There are no claims, demands etc., including but not limited to the income tax, wealth tax, sales tax authority or any other taxation proceedings, whether for recovery or otherwise, initiated by any taxation authorities or local authorities pending, with respect the **Said Plot** or any part thereof.
9. The VENDORS has further assured the PURCHASER that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or



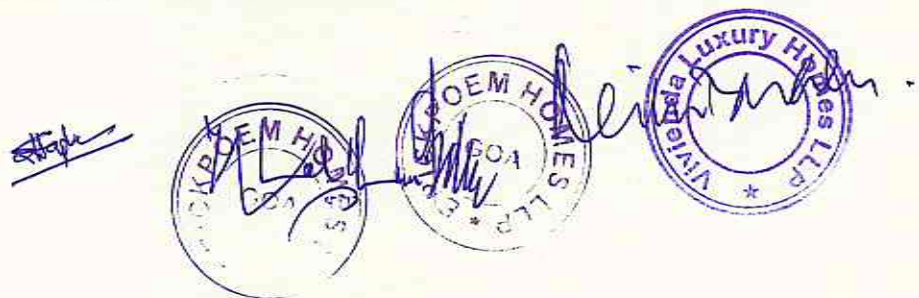
governmental investigations of any nature pending or threatened against or with respect to the **Said Plot**;

10. There are no suits, revenue proceedings or any other proceedings or arbitrations under any law for the time being in force filed by and/or against the VENDORS before any person, court, authority or tribunal, in which an award, order, decree or injunction has been passed, which may result in the attachment and/or sale of the **Said Plot** and/or any part thereof and/or the right, title, share and interest of the VENDORS in the **Said Plot** nor does the VENDORS have any reasonable apprehension of any event or circumstance likely to give rise to or result in such suit, proceeding or arbitration.
11. The VENDORS and CONSENTING PARTY in pursuance to the mutual understating arrived at between them are entitled to the proceeds of sale from the **Said Plot** in the manner as detailed herein earlier;
12. There are no claims, actions or judicial proceedings which would affect and, or, obstruct the peaceful ownership, use and occupation by the PURCHASER of the **Said Plot** or would affect the enforceability or performance of this Deed of Sale or the completion of the transaction contemplated herein;
13. The VENDORS undertakes that the **Said Plot** is unencumbered and free from any mortgage, charge, lien, claims or demand in or over the same or any part thereof either by way of sale, gift, will, exchange, mortgage, trust, lease, tenancy, sub-tenancy, leave



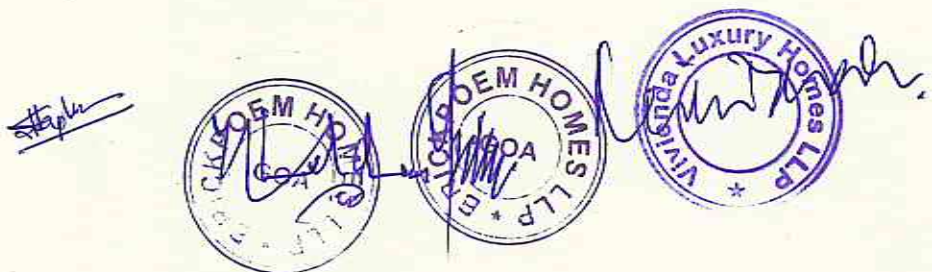
and license, lis-pendens, inheritance, hypothecation, loan surety, security lien, lien of any court or person, litigations, stay order, notices, charges, family or religious disputes, acquisition, decree, injunction, Income Tax or Wealth Tax attachments, or any other registered or unregistered encumbrances whatsoever or otherwise and that there are no third parties on the **Said Plot** either as trespassers or squatters;

14. There are no easementary rights granted or agreed to be granted on the **Said Plot** or any part thereof; and
15. The **Said Plot** (or any part thereof) is not adivasi land, forest land, defence land, related to any devasthan, temple, religious charitable institution, wakf; and
16. The **Said Plot** is not under a river, drainage, flowage or submerged area; and
17. No notice from any Government, Village Panchayat or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition Act, the Town Planning Act, the Panchayat Raj Act, the Income Tax Act or any other statute has been received or served through registered post or hand delivery upon the VENDORS in respect of the right, title and interest in the **Said Plot** or any part thereof which affects the **Said Plot** in any manner and/or restricts or may restrict the execution of these presents;
18. That (i) the **Said Plot** has no Mundkarial houses existing thereon; or (ii) no persons have claimed or claim, any right or title



under the laws presently in force including the Goa, Daman and Diu Mundkars (Protection from Eviction) Act, 1975, either as Mundkars or otherwise with respect to the Said Plot or any part thereof;

19. There is no injunction or any other prohibitory order or any attachment order from any Court, Tribunal, Collector, Revenue Authority, Village Panchayat, etc. thereby restraining or disentitling the VENDORS from dealing with and/or disposing their right, title, interest and share in the Said Plot or entering into these presents;
20. Except the understanding arrived at with CONSENTING PARTY, neither the VENDORS nor any person/s claiming by, through or under them have created any adverse rights and/or entered into any agreement for sale, arrangement for sale or otherwise created any adverse rights in respect of its right, title and interest in the Said Plot or any part thereof or otherwise parted with the possession of the Said Plot or any part thereof in part performance of any agreement or executed any power of attorney in favour of any person/s to deal with the Said Plot or authorizing sale of their right, title, interest in the Said Plot or taken any deposit in the form of earnest money deposit or otherwise whereby the VENDORS is prevented from entering into these presents with the PURCHASER;
21. No loans or financial assistance is availed by the VENDORS from any Banks and other financial institutions or any



person/individual, against their right, title and interest in the Said Plot or any part thereof;

22. Till date no formal possession of the **Said Plot** or any part thereof has been taken over by any local authorities or authorities of Central or State Government and no benefits or compensation in lieu thereof has been received/obtained by the VENDORS herein;
23. All the taxes, rates, assessments, duties, land revenue, etc. payable by the VENDORS to the Village Panchayat, State or Central Government and any other concerned authority/entity in respect of the **Said Plot** have been paid till the date of execution of these presents. In the event, any amounts are found to be due on the date of execution of the present Deed, the payment of the same shall be the sole responsibility of the VENDORS, irrespective of when the bill or notice for such payment has been issued or received;
24. The VENDORS have all necessary approvals and permissions required under the Applicable Laws (to mean and include all laws, statutes, ordinances, regulations, guidelines, policies and other pronouncements by any State, Governmental Authority having the force of law in India) to enter into this Deed and is otherwise entitled to enter into this Deed and perform all the obligations and do all such acts as may be necessary for the conveyance of all its right title and interest in and to the **Said Plot** in favour of the PURCHASER and that no further approvals or



permissions are required from any authority under the Applicable Laws.

25. There are no disputes with any of its neighbours with regard to the boundary of **Said Plot** and no improvements on adjoining properties encroach upon the **Said Plot** or any part thereof, and no easements or other encumbrances are created in favour of the PURCHASER upon or through adjoining portions of land encroached upon any part of the portion of the **Said Plot** so as to affect the value or marketability of the **Said Plot**. The VENDORS have in its possession all the original/certified copies of documents of title in respect of the **Said Plot** as listed in **Annexure B** and the VENDORS shall, simultaneously with or upon the execution and registration of these presents, hand over the possession to the PURCHASER of all original documents as listed in **Annexure B** along with all receipts/records/correspondence exchanged by the VENDORS with any third party, government authorities, regulatory authorities, in relation to the **Said Plot**;

26. Neither the VENDORS nor any person/s claiming by, through or under them have parted with the possession or control of the original title documents to any third party with an intention to create any mortgage or charge or encumbrance or other interest or third-party rights of any nature whatsoever in respect of the same.



27. The VENDORS hereby confirms that there is no fact about the **Said Plot** or any part thereof which remains concealed or undisclosed to the PURCHASER and/or which may discourage the PURCHASER from completing the purchase of the **Said Plot** which may lead the PURCHASER to further investigate the title of the VENDORS to the **Said Plot** or any part thereof;
28. Neither the VENDORS nor any of its predecessors in title are guilty of having/not having done any act, deed or thing, which can be construed as a breach of any law, regulations, rules, which affects its title to the **Said Plot** or any part thereof, or has resulted or may result in payment of any fine, penalty or premium to the Government or any other authority;
29. The documents supplied by the VENDORS are true and correct in all respects;
30. All the money, as were due and payable by the VENDORS in respect of the **Said Plot**, and its predecessors-in-title, have been paid upto date and that no amount is due and payable and/or no action/demand has been initiated/raised either against the VENDORS or its predecessors in title in respect of the **Said Plot** for any reasons whatsoever;
31. There is no restriction for the transfer of the **Said Plot** under The Goa, Daman and Diu Land Revenue Code, 1968 and/or The Transfer of Property Act, 1882, Code of Comunidades, and/or any local, state, central acts currently in force;



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32. The **Said Plot** is an open piece of land. There are no structure/s standing on the **Said Plot** or any part thereof;
33. The **Said Plot** has an access from the public main road;
34. There is no right of ways, passages and other easement rights that exist on the **Said Plot** hereby transferred, sold and conveyed by the VENDORS;

F. The market value of the **Said Plot** hereby sold and transferred is Rs. **3,09,69,665/- (Rupees Three Crore Nine Lakhs Sixty Nine Thousand Six Hundred and Sixty Five Only)** and stamp duty of Rs.15,48,500/- (Rupees Fifteen Lakhs Forty Eight Thousand Five hundred Only) is paid on this Deed of Sale. The said market value constitutes the entire sale consideration ("Total Consideration") amount payable in respect of the **Said Plot**.

G. The parties to this Deed of Sale hereby declare that they do not belong to the Scheduled Caste/Scheduled Tribe as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

I. The Parties hereto are now desirous of recording the terms and conditions agreed between them in the manner hereinafter appearing.



NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of the aforesaid and relying upon the representations and declarations of the VENDORS, the PURCHASER has agreed to purchase the **Said Plot** and has agreed to pay to the VENDORS an aggregate consideration **Rs. 3,09,69,665/- (Rupees Three Crore Nine Lakhs Sixty-Nine Thousand Six Hundred and Sixty-Five Only)**, being the full and final consideration payable by the PURCHASER to the VENDORS, which has been paid by the PURCHASER to the VENDORS, as more particularly described hereunder:

a. Amount of Rs. 2,76,35,872/- (Rupees Two Crores Seventy-Six Lakhs Thirty-Five Thousand Eight Hundred and Seventy Two Only) paid by **Vivenda Luxury Homes LLP** to the VENDORS in the following manner, at the request of the VENDORS:

- i) a sum of Rs 1,99,34,513/- (Rupees One Crore Ninety Nine Lakhs Thirty Four Thousand Five Hundred and Thirteen Only) less TDS vide Demand Draft bearing no.002956 dated 22/02/2023, drawn on HDFC Bank drawn in favour of member No.1 of the VENDORS;
- ii) a sum of Rs 18,56,250/- (Rupees Eighteen Lakhs Fifty-Six Thousand Two Hundred and Fifty Only) less TDS vide Demand Draft bearing no.002955 dated 22/02/2023 drawn



Staple



on HDFC Bank drawn if favour of member No.2 of the
VENDORS:

- iii) a sum of Rs 18,56,250/- (Rupees Eighteen Lakhs Fifty Six Thousand Two Hundred and Fifty Only) Less TDS vide Demand Draft bearing no. 002953 dated 22/02/2023, drawn on HDFC Bank drawn if favour of member No.3 of the VENDORS:
- iv) a sum of Rs 18,56,250/- (Rupees Eighteen Lakhs Fifty Six Thousand Two Hundred and Fifty Only) less TDS vide Demand Draft bearing no. 002952 dated 22/02/2023, drawn on HDFC Bank drawn if favour of member No.4 of the VENDORS:
- v) a sum of Rs 18,56,250/- (Rupees Eighteen Lakhs Fifty Six Thousand Two Hundred and Fifty Only) less TDS vide Demand Draft bearing no. 002954 dated 22/02/2023, drawn on HDFC Bank Bank drawn if favour of member No.5 of the VENDORS:

(The payment and receipt whereof the VENDORS does hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser)

- b. In view of the notification dated 1st June 2013, the PURCHASER have paid towards Tax Deducted at Source, amounts as under being 1% of the total consideration paid to the VENDORS.

Signature



- i) A sum of Rs 2,01,359/- paid on behalf of member No.1 of the VENDORS via challan No. 280 dated 21/02/2023.
- ii) A sum of Rs 18,750/- paid on behalf of member No.1 of the VENDORS via challan No. 280 dated 22/02/2023.
- iii) A sum of Rs 18,750/- paid on behalf of member No.1 of the VENDORS via challan No. 280 dated 22/02/2023.
- iv) A sum of Rs 18,750/- paid on behalf of member No.1 of the VENDORS via challan No. 280 dated 22/02/2023.
- v) A sum of Rs 18,750/- paid on behalf of member No.1 of the VENDORS via challan No. 280 dated 22/02/2023.

c. Amount of Rs. 33,00,455/- (Rupees Thirty-Three Lakhs, Four Hundred and Fifty Five Only) paid by **Vivenda Luxury Homes LLP** to the CONSENTING PARTY, vide Demand Draft bearing no.002957 dated 22/02/2023, drawn on HDFC Bank on the execution hereof. (The payment and receipt whereof the CONSENTING PARTY does hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser).

d. In view of the notification dated 1st June 2013, the PURCHASER has paid towards Tax Deducted at Source, a total amount of Rs. 33,338/- (Rupees Thirty Three Thousand, Three Hundred And Thirty Eight Only) on 22/02/2023, being 1% of the total consideration paid to the CONSENTING PARTY.



Upon receipt of the Total Consideration as aforesaid, the VENDORS does hereby irrevocably grant, sell, convey, assign, transfer and assure unto the Purchaser to have and to hold as an absolute and exclusive owner, without any interruption or disturbances by the VENDORS or any persons claiming through or under the VENDORS, free from all encumbrances, court attachments, litigations, maintenance, charges, claims and demands, all their right, title, interest, claim and possession of the **Said Plot**, being all that plot no. 4 known as "**XIMECHEM BATT**A" also known as "**SEMICHE BHAT**", admeasuring 3643.49 sq.mts., forming part of the larger property bearing survey no.20/1-B situated at Village Nachinola, within the jurisdiction of the Village Panchayat of Nachinola, Taluka and Sub-District of Bardez, which property is described in the Land registration office under no.7138 at folio no.59 reverse of Book B-19 (new) and Inscribed under no. 43362 at folio 40v of Book G-47, enrolled in the Taluka revenue office under no. 108 and 116, situated in the village of Nachinola North Goa, State of Goa and is more particularly described in the **Schedule II** hereunder written to this Deed of Sale and is shown in Red colour boundary line on the plan annexed as "**Annexure A**", **TOGETHER WITH** all the rights, title, interest, ownership, possession, share, claim, demand and all the rights, benefits, privileges, and advantages in and to the **Said Plot** and every part thereof, including but not limited to the entire present and future Floor Area Ratio, transferable development rights and development potential in respect of the **Said Plot** and/or arising therefrom of whatsoever nature and by whatsoever name called and all the benefits



[Signature]








in lieu of the reservations/set-back area that are available or shall become available in future, with respect to the **Said Plot, TOGETHER WITH** all structures, fencing, compound walls, edifices, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the **Said Plot** or land or ground hereditaments or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or to be appurtenant thereto and to exclusively be entitled to all benefits and privileges with right to exclusive appropriation thereof **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the VENDORS into out of or upon the **Said Plot** or any part thereof **AND TO HAVE AND TO HOLD** all and singular the **Said Plot**, hereditaments and premises hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their rights, members and appurtenances **UNTO AND TO THE USE** and benefit of the PURCHASER, its partners or partner for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and their or his assigns, absolutely forever to possess, use and enjoy by the PURCHASER, its partners or partner for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs,



executors and administrators of the last survivor and their or his assigns, freely and absolutely with full right of enjoyment and possessing the **Said Plot** free from all encumbrance, charges, lien, right or demand of any kind whatsoever **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Panchayat or any other public body or local authority in respect thereof by the VENDORS for the period upto the date of these presents.





2. **AND** the VENDORS does hereby acknowledge that the Purchaser is now the owner of the **Said Plot** **AND THE VENDORS** does hereby covenant with the PURCHASER **THAT** notwithstanding any act, deed, matter or thing whatsoever by the VENDORS or any person or persons lawfully or equitably claiming by from through under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary **AND THAT** the VENDORS now has in itself good right, full power and absolute authority to grant, release, convey, assign, transfer and assure the **Said Plot** hereby granted, conveyed, assigned, transferred and assured or intended so to be unto and for the use of the PURCHASER **AND THAT** it shall be lawful for the PURCHASER from time to time at all times hereafter to peacefully and quietly hold, enter upon, have, use, occupy, possess and enjoy the **Said Plot** hereby granted, conveyed, transferred and assured every part thereof with its appurtenances and receive the rents issues and profits thereof and of



every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the VENDORS or its executors, successors, assigns and administrators or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them **AND THAT** free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the PURCHASER, the VENDORS, its, successors, assigns, executors and administrators shall keep sufficiently saved, defended, held harmless and shall keep indemnified the PURCHASER including its successors-in-title of from and against all claims, actions, suits, proceedings, dues including any outstanding government or statutory dues, demands, disputes, losses, damages, costs, expenses, estates, title, charge and encumbrances whatsoever either already or hereafter made, executed, occasioned or suffered by the VENDORS or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them in respect of the **Said Plot** otherwise in the event of

- (i) any representative statements, warranties and covenants of the VENDORS being in accurate, incorrect and untrue and/or on account of the negligent acts or omission by the VENDORS; and
- (ii) any defect in title of the **Said Plot** or any part thereof or any third party claims relating to the title of the VENDORS; and
- (iii) any breach, inaccuracy, error or omission in any of the representations, warranties, covenants, assurances and other terms and conditions (including but not limited to those

contained under these presents or contained in any certificate, document or instrument delivered pursuant to these presents) of this Deed of Sale;

- (iv) any liabilities of any nature whatsoever in respect of the **Said Plot** pertaining to the period prior to the date of this Deed of Sale;
- (v) any misrepresentation by the VENDORS withholding any material fact or information from the PURCHASER that would have been critical to the Purchaser's evaluation of this sale transaction and also for concluding on clear title and marketability of the **Said Plot**
- (vi) any interference with the quiet and peaceful possession and use of the **Said Plot** by the PURCHASER;
- (vii) non-payment of any statutory dues, levies, taxes, assessments, duties, charges, costs, any other claims, etc. till the date of the execution of this Deed of Sale i.e., payment of statutory dues, levies, taxes, assessments, duties, charges, costs, etc. in respect of the **Said Plot**, falling in arrears till the date of execution of this Deed of Sale;
- (viii) pendency of any acquisition proceedings, litigation, existence of rival claim, minor's interest or any charge, mortgage, maintenance charges or leasehold right over the **Said Plot**, if any, created by VENDORS and/or its predecessors in title;
- (ix) in consequence of any breach, default or violation committed by the VENDORS or its agents, in the due compliance or



- observance of any law, rule or regulation of the Government or any statutory authority or local body concerning the purchase, holding, occupation, renting or any matters incidental thereto or otherwise howsoever in relation to the; and
- (x) any default in statutory/regulatory compliances in respect of the **Said Plot**.

3. The VENDORS is aware of the fact that the PURCHASER have relied on the correctness of the statements set forth in this Deed of Sale and has paid the Total Consideration as recorded in this Deed of Sale in consideration of the VENDORS selling, conveying and transferring all their right, title interest in the **Said Plot** to the PURCHASER. The Parties agree that the Recitals form an integral part of this Deed of Sale and have not been repeated herein in order to avoid duplicity.

4. The VENDORS assures the PURCHASER that if the PURCHASER are deprived of the **Said Plot** or any part thereof on account of any legal defect in the title of the PURCHASER to the **Said Plot** arising out of the defect in title of the VENDORS to the **Said Plot**, then the VENDORS will be liable and responsible to make good the loss suffered by the PURCHASER and shall keep the PURCHASER indemnified, saved and harmless against all such losses, costs and expenses accruing thereby to the PURCHASER.



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5. The VENDORS agrees and undertake that on execution of this Deed of Sale the VENDORS has been left with no right, interest or title in the **Said Plot** and the PURCHASER shall have the absolute right to transfer, assign, convey encumber, charge, mortgage the **Said Plot** to any person at such terms and conditions they deem fit and proper at its sole discretion and deal with the **Said Plot** in any manner whatsoever.
6. **AND FURTHER** the VENDORS, their respective legal heirs, administrators, executors and assigns shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER, do and execute or cause to be done and executed, all such further and other lawful and reasonable acts, deeds, matters and things, conveyance and assurances in law whatsoever for the better, further and more perfectly and absolutely granting conveying and assuring the **Said Plot** and every part thereof unto and to the use of the PURCHASER in the manner aforesaid and as shall be required by the PURCHASER.
7. **AND** further the VENDORS, their respective legal heirs, assigns, executors and administrators do hereby indemnify and keep indemnified the PURCHASER, its partners or partner for the time being of the said limited liability partnership, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and their or his assigns and/or its successors in-title, in respect of any claim or demand made or which may hereafter be made on or in respect of the **Said Plot** or in



respect of the title of the VENDORS to the **Said Plot** on account of non-availability of the original or copies of the title deeds of the **Said Plot** on account of any representations made by the VENDORS being found to be misleading and incorrect and/or on account of the negligent acts or omission by the VENDORS and/or in the event the title of the VENDORS to the **Said Plot** being defective and/or not clear.

8. **AND THAT** the VENDORS confirms and record that on execution of these presents the **Said Plot** and all the benefits, right title and interest therein have vested in the PURCHASER and that they have put the PURCHASER in quiet, peaceful and vacant possession of the **Said Plot** as owner thereof.

9. **AND** the VENDORS does hereby agrees and undertakes to sign and execute such Deeds, Documents, Agreements, Forms, Affidavits, Applications, letters, NOC's, etc. as the PURCHASER may require for effectively transferring the right title and interest in the **Said Plot** in favour of and in the names of the PURCHASER in the revenue records and in such other Government and Semi Government records, the Panchayat Tax and as may be required and to do all other acts, deeds matters and things in relation thereto solely at the cost of the PURCHASER;

10. **AND THE VENDORS** does hereby covenants with the PURCHASER that the VENDORS shall simultaneously with the execution hereof hand



[Signature]



over to the PURCHASER all the original/certified/certified true copies of the title deeds and documents in respect of the **Said Plot**, more particularly listed out in **Annexure B**.

11. **AND THE VENDORS** further declares that they shall render full co-operation to the PURCHASER, without claiming any further costs, in getting the **Said Plot** demarcated and sub-divided in all the land and revenue records and physically on the **Said Plot** and clearing all objections thereto at the exclusive costs to be borne by the PURCHASER and shall execute all documents granting their No objection for the same.

12. **AND THE PURCHASER** hereafter shall be the exclusive, legal and absolute owners of the **Said Plot** and the VENDORS further declares that they have No Objection for the inclusion of the name of the PURCHASER in the Form I and XIV with respect to the **Said Plot** and shall execute all documents granting their no objection for the same.



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

14. **AND THAT** the parties shall immediately upon the execution hereof, present the Original (duly stamped) copy of these presents for registration at the Office of the Sub-Registrar of Bardez at Mapusa and

respectively admit execution hereof in accordance with the Indian Registration Act, 1908.

15. **AND THAT** the original registered copy of these presents shall be retained by the PURCHASER and the duplicate counterpart hereof shall be retained by and be the property of the VENDORS.
16. **AND THAT** the transaction has taken place at Goa and as such courts at Goa shall have exclusive jurisdiction to entertain any dispute arising out of or in any way concerning this Deed of Sale.

SCHEDULE I REFERRED TO HEREINABOVE

(hereinafter referred to as the Said Property)

All that Property known as "XIMECHEM BATT" also known as "SEMICHE BHAT", admeasuring 8933 Sq. mts., forming part of the larger property bearing survey no.20/1-B situated at Village Nachinola, within the jurisdiction of the Village Panchayat of Nachinola, Taluka and Sub-District of Bardez, which property is described in the Land registration office under no.7138 at folio no.59 reverse of Book B-19 (new) and Inscribed under no. 43362 at folio 40v of Book G-47, enrolled in the Taluka revenue office under no. 108 and 116, situated in the village of Nachinola North Goa, State of Goa and bounded as follows:

East: by property bearing Survey No. 20/1;







West: by properties bearing Survey No. 20/1-A-8, Survey No. 20/1-A-14, Survey No. 20/1-A-11, Survey No. 20/1-A-10, Survey No. 20/1-A-06, Survey No. 20/1-A and partly by road;
North: by lane and thereafter by Survey No. 21/1;
South: by Road.

SCHEDULE II REFERRED TO HEREINABOVE

(hereinafter referred to as the Said Plot)

All that plot no. 4 known as "XIMECHEM BATT" also known as "SEMICHE BHAT", admeasuring 3643.49 sq.mts., forming part of the larger property bearing survey no.20/1-B situated at Village Nachinola, within the jurisdiction of the Village Panchayat of Nachinola, Taluka and Sub-District of Bardez, which property is described in the Land registration office under no.7138 at folio no.59 reverse of Book B-19 (new) and Inscribed under no. 43362 at folio 40v of Book G-47, enrolled in the Taluka revenue office under no. 108 and 116, situated in the village of Nachinola North Goa, State of Goa and bounded as follows:

East :by Plot No. 5 forming part and parcel of the Property bearing Survey no. 20/1-B;
West :by property bearing survey no. 20/1-A-6, survey no. 20/1-A-10, survey no. 20/1-A-11, survey no. 20/1-A-14 and survey no. 20/1-A-8.
North :by partly by Plot No. 1 and partly by Plot No. 2 forming part and Parcel of the Property bearing Survey no. 20/1-B of Village Nachinola;
South :by the road.



Handwritten signature



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

SIGNED AND DELIVERED)
BY THE WITHINNAMED VENDORS)
Mr. SANTOSH VITHAL USAPKAR)
For Self and Vendor nos. 1, 3, 4 and 5)

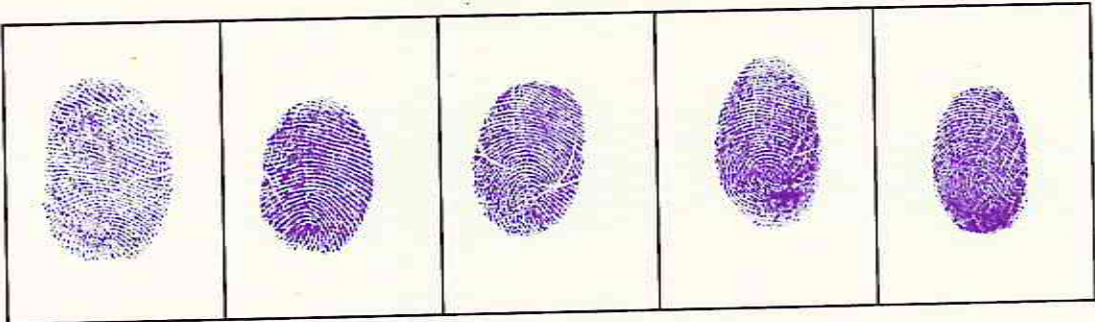


Santosh

LEFT HAND IMPRESSIONS



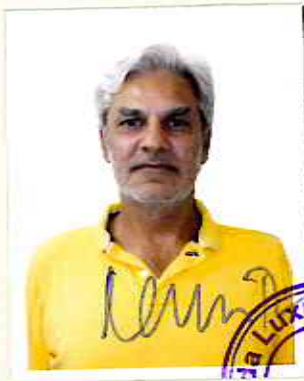
RIGHT HAND IMPRESSIONS



Santosh



SIGNED AND DELIVERED)
BY THE WITHIN NAMED PURCHASER)
SIGNED AND DELIVERED)
M/s. VIVENDA LUXURY HOMES LLP)
Through its Designated Partner)
Mr. NITHIN BHATIA)

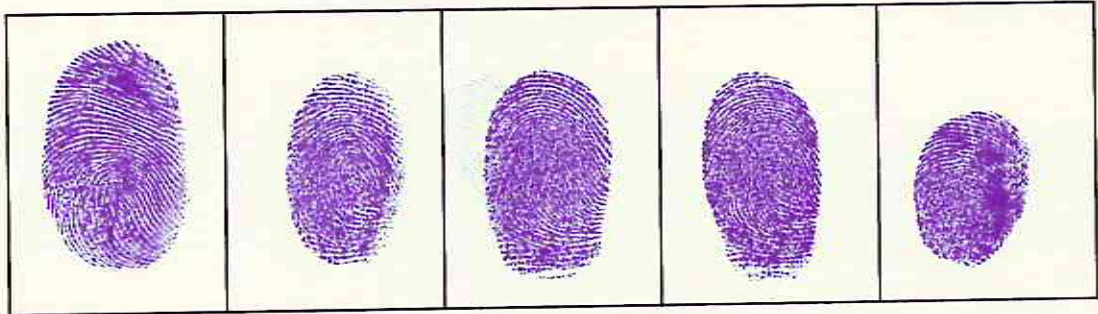





LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS







SIGNED AND DELIVERED

BY THE WITHINNAMED

CONSENTING PARTY

BRICKPOEM HOMES LLP.

a Limited Liability Partnership,

represented herein by its partners

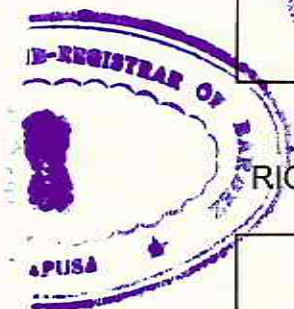
1. MR. NOEL CALDEIRA




LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



Staple



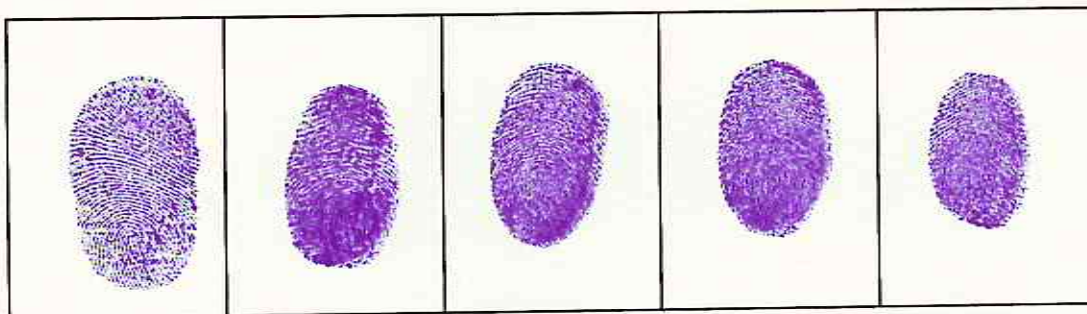
2. Mr. VIJAY PRABHUDESAI



LEFT HAND IMPRESSIONS



RIGHT HAND IMPRESSIONS



In the presence of

1. Joao Dias

r/o house no. 1152 Anjuna,

Bardez Goa 403509.

2. Andrea Rodricks

r/o BN2 B8 Cabesa Calapur

Tiswadi Goa 403005



RECEIPT

RECEIVED from the within named PURCHASER:-

Amount of Rs. 2,73,59,513/- (Rupees Two Crores Seventy-Six Lakhs Thirty-Five Thousand Eight Hundred and Seventy Two Only) less TDS paid by **Vivenda Luxury Homes LLP** to the VENDORS in the following manner, at the request of the VENDORS:

i) a sum of Rs 1,99,34,513/- (Rupees One Crore Ninety Nine Lakhs Thirty Four Thousand Five Hundred and Thirteen Only) less TDS vide Demand Draft bearing no.002956 dated 22/02/2023, drawn on HDFC Bank drawn if favour of member No.1 of the VENDORS:

ii) a sum of Rs 18,56,250/- (Rupees Eighteen Lakhs Fifty Six Thousand Two Hundred and Fifty Only) less TDS vide Demand Draft bearing no. 002955 dated 22/02/2023, drawn on HDFC Bank drawn if favour of member No.2 of the VENDORS:

iii) a sum of Rs 18,56,250/- (Rupees Eighteen Lakhs Fifty Six Thousand Two Hundred and Fifty Only) less TDS vide Demand Draft bearing no. 002953 dated 22/02/2023, drawn on HDFC Bank drawn if favour of member No.3 of the VENDORS:

iv) a sum of Rs 18,56,250/- (Rupees Eighteen Lakhs Fifty Six Thousand Two Hundred and Fifty Only) less TDS vide Demand Draft bearing no. 002952 dated 22/02/2023, drawn on HDFC Bank drawn if favour of member No.4 of the VENDORS:



Signature



v) a sum of Rs 18,56,250/- (Rupees Eighteen Lakhs Fifty Six Thousand Two Hundred and Fifty Only) less TDS vide Demand Draft bearing no. 002954 dated 22/02/2023, drawn on HDFC Bank Bank drawn if favour of member No.5 of the VENDORS:

(The payment and receipt whereof the VENDORS does hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser, being the total consideration payable by the PURCHASER to the VENDORS as within mentioned.

Rs. 2,76,35,872/-

I SAY RECEIVED



(For Self and as POA holder for Vendors no. 1, 3, 4. And 5)

In the presence of

1. Joao Dias

r/o house no. 1152 Anjuna,
Bardez Goa 403509.



2. Andrea Rodricks

r/o BN2 B8 Cabesa Calapur
Tiswadi Goa 403005







RECEIPT

RECEIVED from the within named PURCHASER:-

Amount of and Rs. 33,00,455/- (Rupees Thirty Three Lakhs Four hundred and Fifty Five Only) less TDS is paid by the Purchaser to the Consenting Party, vide Demand Draft bearing no.002957 dated 22/02/2023, drawn on HDFC Bank on the execution hereof.

(The payment and receipt whereof the Consenting Party does hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser, being the total consideration payable by the PURCHASER to the VENDORS as within mentioned.

Rs. 33,00,455/-

I SAY RECEIVED

Mr. VIJAY PRABHUDESAI.

MR. NOEL CALDEIRA.

In the presence of

1. Joao Dias

r/o house no. 1152 Anjuna,
Bardez Goa 403509.

2. Andrea Rodricks

r/o BN2 B8 Cabesa Calapur
Tiswadi Goa 403005

PLAN OF THE PLOT KNOWN AS SIMECHEM BHAT SHOWING SUB-DIVISION OF SURVEY NO.
20 / 1-B OF VILLAGE NACHINOLA TALUKA BARDEZ - GOA



[Signature]

ENGINEER



Eng. RUPESH N. VELIP
B.E.(CIVIL)
Reg. No. ER/0046/2010
P.D Reg. No. 631/99

ANNEXURE B

LIST OF DOCUMENTS

1. Certified of the Inscription Bearing no. 24459. (Portuguese along with English Translation).
2. Copy of the Inscription bearing no. 37928. (Portuguese along with English Translation).
3. Copy of the Inscription Certificate bearing no. 43362 (Portuguese along with English Translation).
4. Copy of the Description Certificate bearing no. 7138 (Portuguese along with English Translation).
5. Copy of the Deed of Succession drawn on 11/03/1971 recorded at folio 12 to 15V of Book No. 697.
6. Certified copy of the Deed of Sale dated 15/05/1974 registered under no. 290/74, of Book I Vol 82 at pages 190 to 196.
7. Certified copy of the Deed of Sale dated registered under no. 289/74 book no. I volume 82 at pages 86 dated 14-05-1974.
8. Certified copy of the Form III
9. Certified copy of the Form IX bearing mutation no. 243.
10. Certified copy of the Form IX bearing mutation no. 461.
11. Certified copy of the Form IX bearing mutation no. 648.
12. Certified copy of the Manual Form I and XIV bearing Survey no. 20 Sub Division 1 issued by the talathi of Nachinola.
13. Certified copy of the Partition Order passed by the Deputy collector north Sub Division at Mapusa Goa.
14. Certified copy of the of the Deed of Gift dated 26th June 1992, registered under no. 1406, Book I Vol 170 dated 24th August 1992.
15. Certified copy of the of the Manual Form I and XIV issued by the talathi of Nachinola.

Signature



16. Certified copy of the Form 9 with reference to mutation no. 696.

17. Certified copy of the Inventory proceedings bearing no. 206/2002/A, along with the Order dated 23/01/2003.

18. Certified copy of the Inventory Proceedings bearing no. 4/2022/B filed before the Court of the Civil Judge Senior Division at Mapusa Goa along with the order dated 11th April 2022.

19. Certified copy of the Regular Civil Suit bearing no. 159/2022/A, along with the Consent Decree dated 29th August 2022.

20. Certified copy of the No Objection Certificate bearing reference no. Ref no: NOC/49(6)/2642/NACH/TCP-2022/5841, dated 10/10/2022, issued by the office of the Senior Town Planner.

21. Certified copy of the Survey Plan bearing Survey no. 20/1-B Taluka Bardez.

22. Certified copy of the Form I and XIV bearing Survey no. 20/1-B Taluka Bardez issued by the office of the Mamlatdar.

23. Certified copy of the Zoning Certificate dated 30/11/2021 bearing reference no. TPBZ/ZON/9304/NACH/TCP-2021/5675.





Government of Goa
Document Registration Summary 2

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

Print Date & Time : - 24-Feb-2023 01:11:02 pm

Document Serial Number :- 2023-BRZ-966

Presented at 01:03:35 pm on 24-Feb-2023 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	1548500
2	Registration Fee	929090
3	Mutation Fees	2010
4	Processing Fee	5080
Total		2484680

Stamp Duty Required :1548500/-

Stamp Duty Paid : 1548500/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Nitin Bhatia Partner In Vivenda Luxury Homes LLP ,Father Name:Major Bridhiv Bhatia, Age: 51, Marital Status: ,Gender:Male,Occupation: Business, Address1 - Villa No. 48 Aditya Casa Grande Gandipet Road K. V Rangareddy Telangana 500075, Address2 - , PAN No.:			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Santosh Vithal Usapkar , Father Name:Vithal Rama Usapkar, Age: 62, Marital Status: Married ,Gender:Male,Occupation: Other, R/O H. no 410-M police station road near Sai Baba Temple Canca Bandh Goa, PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Nitin Bhatia Partner In Vivenda Luxury Homes LLP , Father Name:Major Bridhiv Bhatia, Age: 51, Marital Status: ,Gender:Male,Occupation: Business, Villa No. 48 Aditya Casa Grande Gandipet Road K. V Rangareddy Telangana 500075, PAN No.:			
3	Noel Caldeira Partner In Brickpoem Homes LLP , Father Name:Nascimento Caldeira, Age: 52, Marital Status: ,Gender:Male,Occupation: Business, H. no. B-3-G1, Milroc Ribandar retreat Raibandar Tiswadi Goa 403006, PAN No.:			
4	Vijay Prabhudesai Partner In Brickpoem Homes LLP , Father Name:Madhav Prabhudesai, Age: 51, Marital Status: ,Gender:Male,Occupation: Business, Flat no. GF- 1 Ground Floor Welworth's Ramnath Laxmibai Heritage Phase II Aquem Margao Salcete Goa 403601, PAN No.:			
5	Santosh Vithal Usapkar , Father Name:Vithal Usapkar, Age: 62, Marital Status: ,Gender:Male,Occupation: Other, R/O H. no 410-M police station road near Sai Baba Temple Canca Bandh Goa, PAN No.: , as Power Of Attorney Holder for Saroj Shekhar Usapkar			
6	Santosh Vithal Usapkar , Father Name:Vithal Usapkar, Age: 62, Marital Status: ,Gender:Male,Occupation: Other, R/O H. no 410-M police station road near Sai Baba Temple Canca Bandh Goa, PAN No.: , as Power Of Attorney Holder for Shekhar Vithal Usapkar			
7	Santosh Vithal Usapkar , Father Name:Vithal Usapkar, Age: 62, Marital Status: ,Gender:Male,Occupation: Other, R/O H. no 410-M police station road near Sai Baba Temple Canca Bandh Goa, PAN No.: , as Power Of Attorney Holder for Sarita Santosh Usapkar			
8	Santosh Vithal Usapkar , Father Name:Vithal Usapkar, Age: 62, Marital Status: ,Gender:Male,Occupation: Other, R/O H. no 410-M police station road near Sai Baba Temple Canca Bandh Goa, PAN No.: , as Power Of Attorney Holder for Rukmini Vithal Usapkar			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Andrea Rodricks, Age: 38, DOB: 1985-01-23 , Mobile: 9657734630 , Email: , Occupation: Advocate , Marital status : Unmarried , Address: 403005, BN2 B8 Cabesa wada Clapur Tiswadi , BN2 B8 Cabesa wada Clapur Tiswadi , Calapor, Tiswadi, NorthGoa, Goa			
2	Name: Joao Dias, Age: 37, DOB: 1985-03-19 , Mobile: 9764326358 , Email: , Occupation: Advocate , Marital status : Married , Address: 403509, house no 1152 Anjuna Bardez Goa, house no 1152 Anjuna Bardez Goa, Anjuna, Bardez, NorthGoa, Goa			


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Document Serial No:-2023-BRZ-966

Book :- 1 Document

Registration Number :- **BRZ-1-910-2023**

Date : 24-Feb-2023

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

SUB-REGISTRAR
BARDEZ

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