गोवा GOA

013050 4

on man 13 men of the man the or the art on a september , mehts

Presented at the Office of the Surveyerment Beal sorwers the hours or City is 100

opying (Police) 6a opying andonumentaria

DEED OF SALE

SUB - REGISTRAN BARDEZ J

SUB - AMGISTRAM BARDEZ



गोवा GOA

013042

Er. No. ... 13. Place of Yord ... In the of issue hild 1200 of Volus of others paper Ruptes Twenty five Discussion of only I man of the paper. My Navkar Goa Enterprises.

Residue as Mumbai Duby weaks.

As there is no :

As there is no :

Additional of the Cofficio tender Especiale of the Purchased.

Stephenium of the Cofficio tender Especiale of the Purchased.



THIS DEED OF SALE is executed on this 5th day of April in

Josi de

I-C



013043

rec. No. ... 13 ... Plane of Vond : They Total of issue 1/4 /2007 Pour of the pre His Mauray Croa Sake prive Beiding . Mumbai Au Mara Li no r Additional p., along with. Bignessaw of the Conflusio ander



the year Two Thousand Seven (2007)





गोवा GOA

013048

Non Rupes Twenty fin Diousand only
Non Mis Nautar Goat Therfories

Deby Hette

Sunda to thursal rup why

Addition



BETWEEN

Josephi Li

Short.



गोवा GOA

013051

... Place of Verd : Part Pete of land ... On a State Value of state Rupers Twenty fine thousand ony Name of the mb Hankan Cooky Enter Residing manyour Die lake Addition . . rdong with,



Mrs. Martinha Santana D'Souza e Pereira w/o late Mr.



Er. No. 13 Mare of Verd: That Data of ione 4 14 boot Vins of a crist from Rupers Twenty Five Mousand only I'm of the part of the part of the part of the Mumbal Duly Melts.

Resident of the conflicts woulder Bignature of the conflicts woulder

Xavier Pereira, d/o late Nicolau Tolentino De Souza, 71 years

Jon de



गोवा GOA

006707

Sr. No. 13

Place of Vend's Panaji Date of issue 4 4 2007

Value of stemp paper Rupees Twenty Thousand only

Name of the purchas r M & Maukar Groa Enterpoises

Residing at Mumber Only

As there is no significant for the completion of the value is attached along with.

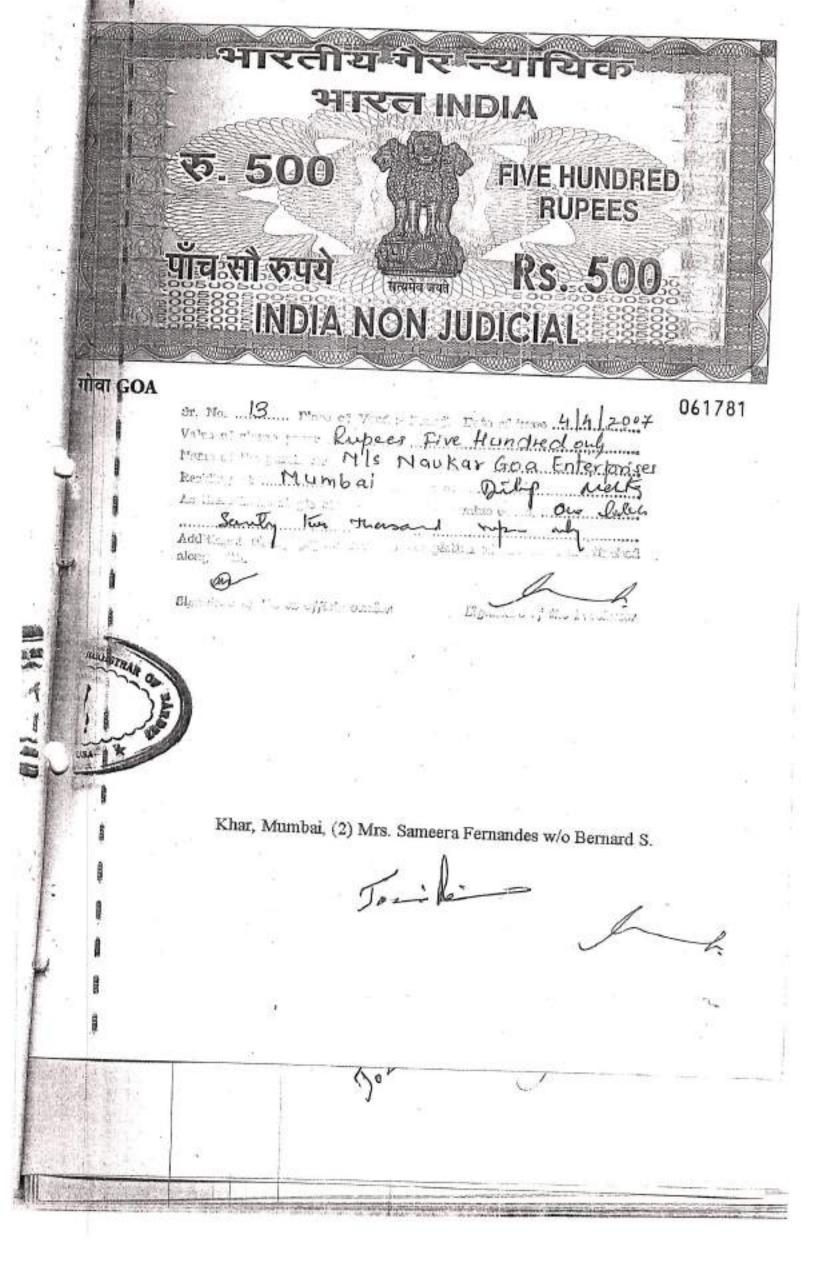
Bignature of the ex officio vendor

Signature of the Purchases

of age, married, resident of Pooja Apartments, Flat no. 001,

To-ili

het.





₹. 500

पाँचःसी रुपये



FIVE HUNDRED RUPEES

Rs. 500

INDIA NON JUDICIAL

गोवा GOA

061782

Sr. 180, 13 Place of Variation Paragit Data of Samo 4/4/2007

Rupees five Hundred only

Rose Mis Navkar Gra Enterprises

Rumbai Orly Mells

Sendy 1650 Thank who ally

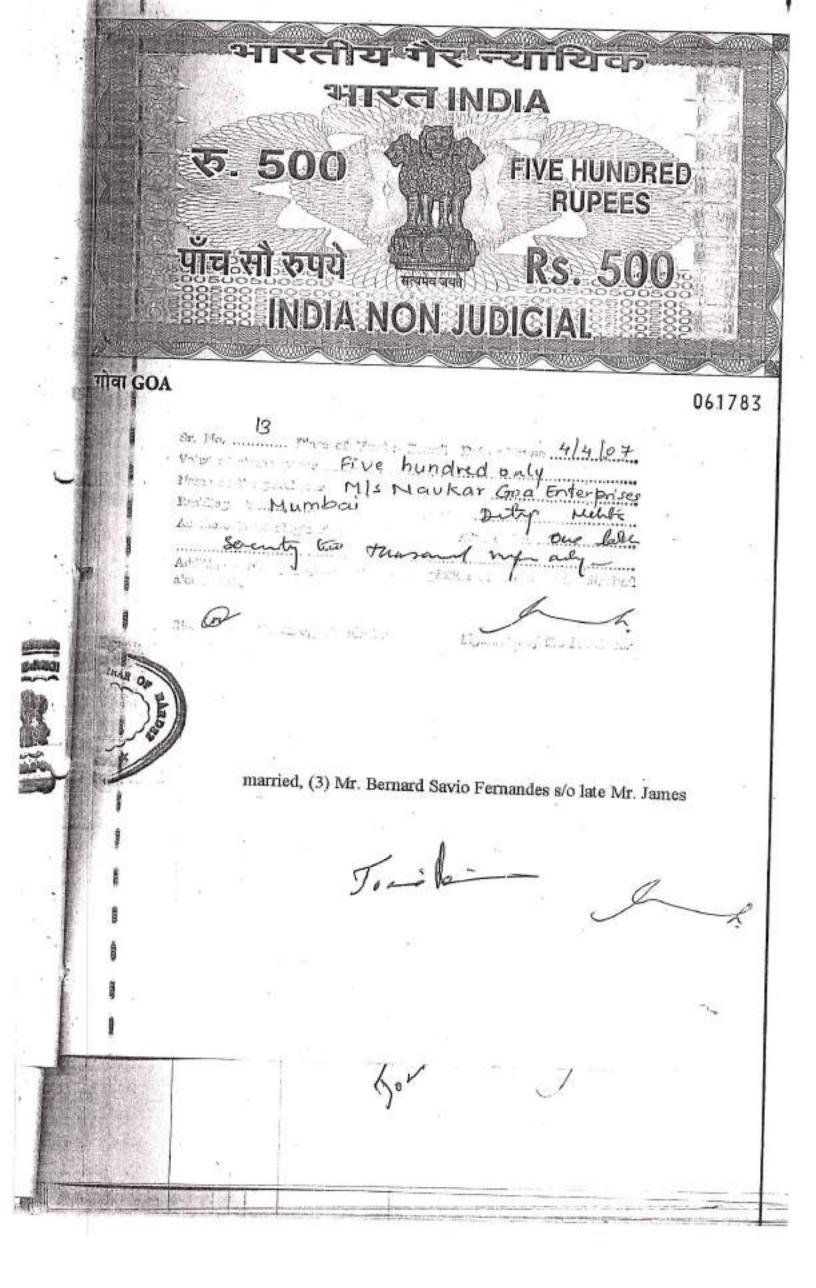
along

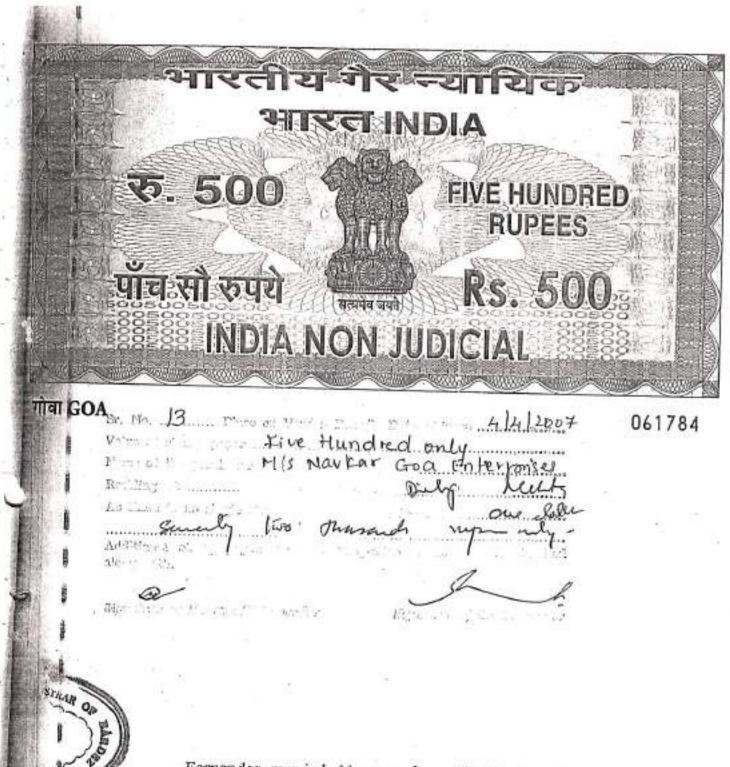


Fernandes, d/o late Mr. Xavier Pereira, 38 years of age,

Jo-i dei







Fernandes, married, 44 years of age (4) Miss Shamita Pereira,

Jo- b

Show

500

d/o late Mr. Xavier Pereira, 35 years of age, unmarried, all resident of Vancouver, Canada (5) Mrs. Candida Esperanca de Souza alias Candida Rebello, d/o late Niclau Tolentino de Souza, late Thomas Rebello, 68 years of age, married, and her husband (6) Mr. Joel Annunciation Rebello s/o late Thomas Rebello, 70 years of age, both resident of Malad Mumbai, all represented herein by their duly constituted Attorney Mr. Jose Antonio Tito Vas s/o late Mr. Alberto Vas, 46 years of age, married, businessman, r/o H. No. 676/5A, Portawado, Siolim, Bardez, Goa, by virtue of the Power of Attorney dated 20/03/2007 executed before the Notary Shri Vijay V. Rohra, Mumbai, hereinafter called the SELLERS (which expression shall unless repugnant to the context and meaning thereof include their heirs, executors, successors, administrators and assigns) OF THE FIRST PART:

AND

M/s Navkar Goa Enterprises, a partnership firm registered in Mumbai, having its registered office at 220, Commerce House,

Soil of the

N. M. Road, Fort Mumbai 1, represented by its partner Shri Dilip Mehta, 57 years of age, married, represented by his Attorney Shri Anshul Dilip Mehta, aged 26 years, business, Indian National, Resident of 31A, Everest Apartment, Mt. Pleasant Road, Malabar Hill, Mumbai 400006, by virtue of the Power of Attorney dated 26/4/2006, hereinafter called the PURCHASER (which expression shall unless repugnant to the context and meaning thereof include its, executors, successors, administrators and assigns) OF THE SECOND PART;

AND

Mr. Jose Antonio Tito Vas son of late Mr. Alberto Vaz, 45 years of age, married, Indian National, resident of H. No. 676/5A, Portawado, Siolim, Bardez – Goa hereinafter called the CONFIRMING PARTY (which expression shall unless repugnant to the context and meaning thereof include its, executors, successors, administrators and assigns) OF THE THIRD PART;



WHEREAS the sellers herein are represented by their Attorney

Mr. Jose Antonio Tito Vas by virtue of the Power of Attorney

executed on 20/03/2007.

WHEREAS there exist a property known as "QUELENAICACHEM BATA" or "GALI" situated in the village of Guirim within the jurisdiction of the Village Panchayat of Guirim, Taluka and Sub District of Bardez Goa, North District, State of Goa, described in the Land Registration Office of Bardez under No. 1829 at pages 534 of Book B-12 Inscribed under no. 19397 and enrolled in the Taluka Revenue Office of this Judicial Division under No. 1755 of the first circumscription of Guirim bearing Survey No. 105 sub-division No. 4 admeasuring 4150 sq. mts., more particularly described in SCHEDULE I herein below.

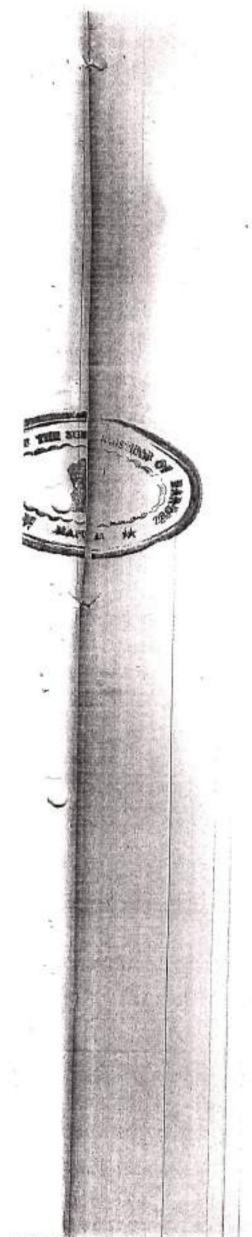
AND WHEREAS the said property originally belonged to

Maria Loretta Fernandes e Caldeira and her husband Francisco

Agostinho Caldeira.

Jo- Lain

J.



AND WHEREAS by deed of Sale dated 20-5-1938 the said property better described in Schedule I hereunder was purchased by Mr. Nicolau Tolentino de Souza from Maria Loretta Fernandes e Caldeira and her husband Francisco Agostinho Caldeira.

AND WHEREAS by a Deed of Gift dated 2-6-1959 the said property was gifted by Mr. Nicolau Tolentino de Souza and his wife Rosalina De Souza to Martina Santana de Souza and Candida Esperanca de Souza.

AND WHEREAS by an Oral Agreement for Sale, the Sellers had agreed to sell the said property to the Confirming Party pursuant to which the Confirming Party has paid the entire agreed consideration to the Sellers. By virtue of the said oral agreement the Sellers had agreed to convey the said property either to the Confirming Party or to the party to be nominated by the Confirming Party.

Jo- lain

AND WHEREAS the Confirming Party has represented to the Purchaser that there is an approved project for 12 villas in the said property with all the licenses / permissions / NOCs from all the concerned authorities obtained by the Confirming Party in the name of the Sellers.

AND WHEREAS the purchaser has approached the Sellers and the Confirming Party to purchase the said property bearing Survey No. 105 sub-division No. 4 admeasuring 4150 sq. mts. which property is more particularly described in Schedule I hereunder.

AND WHEREAS the Sellers have agreed to sell and the Purchaser has agreed to purchase the said property belonging to the Sellers for the total consideration of Rs 86,00,000/- (Rupees Eighty Six Lakhs only), to be payable by the purchaser to the Confirming Party, which sum shall be inclusive of the sum already paid by the Confirming Party to the Sellers. The same is market value of the said property. Stamp duty is paid on the actual market value.

Jo- li

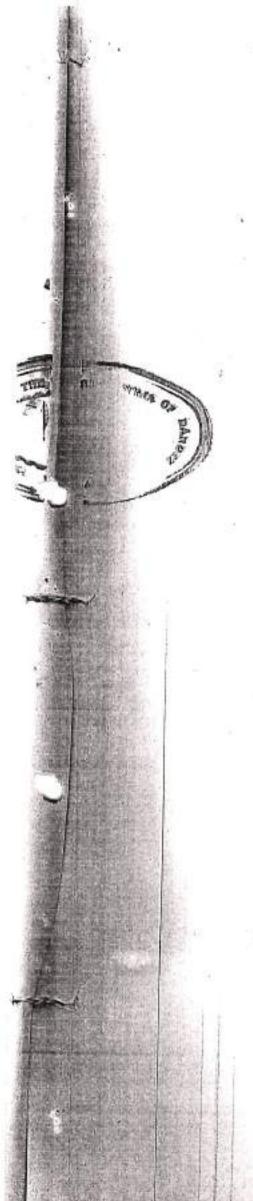
J.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER

The SELLERS do hereby sell, convey, transfer and assign to the PURCHASER in consideration of the sum / consideration already paid by the Confirming Party to the Sellers, the receipt of which amount the Sellers do hereby admit and acknowledge and in consideration of Rs. 86,00,000/- (Rupees Eighty Six Lakhs only), paid by the Purchaser to the Confirming Party, which sum is paid in the name of the firm M/s Nathan Real Estate Developers wherein the Confirming Party is a partner, which sum shall be inclusive of the sum already paid by the Confirming Party to the Sellers, the receipt of which amount the Confirming Party does hereby admit and acknowledge, all that property known as "QUELENAICACHEM BATA" or "GALI" situated in the village of Guirim within the jurisdiction of the Village Panchayat of Guirim, Taluka and Sub District of Bardez Goa, North District, State of Goa,

Jo-this

J.



described in the Land Registration Office of Bardez under No. 1829 at pages 534 of Book B-12 Inscribed under no. 19397 and enrolled in the Taluka Revenue Office of this Judicial Division under No. 1755 of the first circumscription of Guirim bearing Survey No. 105 subdivision No. 4 admeasuring 4150 sq. mts., more particularly described in SCHEDULE I hereinbelow. TOGETHER WITH ALL the rights, ways, waters, water sources, liberties, privileges, easements and appurtenances, whatsoever belonging to the Said property or any part or portion thereof or in any way reputed to, belonged to or be occupied therewith or be appurtenant thereto; AND ALL the rights, titles, estates, interests, claims and demands whatsoever of the Sellers to the Said property; TO HAVE AND TO HOLD the same to the Purchaser absolutely and forever.

 The Sellers and the Confirming Party do hereby covenant with the Purchaser that notwithstanding any act or deed by the Sellers they, at all material times had and now have,

Josi le

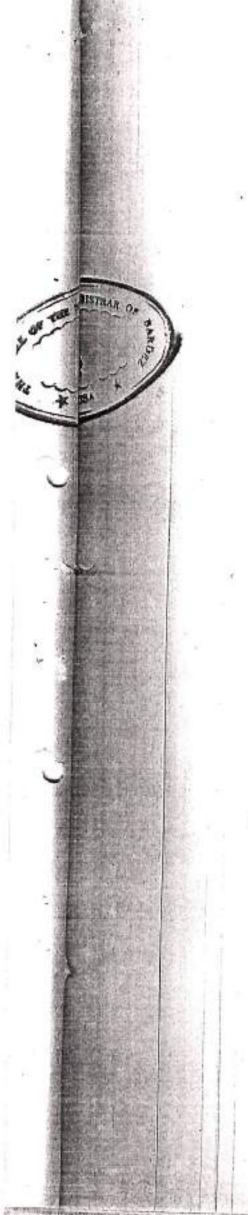
L

good right, full power and absolute authority to transfer their right in the said property conveyed unto the Purchaser by way of sale and that the purchaser may at all times hereafter own, hold, occupy, possess and enjoy the said property conveyed as his own.

- 3. The said property shall be held and enjoyed by the purchaser without any interruption or disturbance whatsoever by the Sellers or any persons whomsoever claiming under, through or in trust for them or any one of them and that the purchaser is put in physical possession of the said property on the date of the signing of this deed.
- 4. The said property better described in Schedule I hereby conveyed is free from any encumbrances whatsoever and the exclusive possession and enjoyment of the Said Property, free from any encumbrances, is handed over to the PURCHASER at the time of execution of this deed.

Join di-

1.

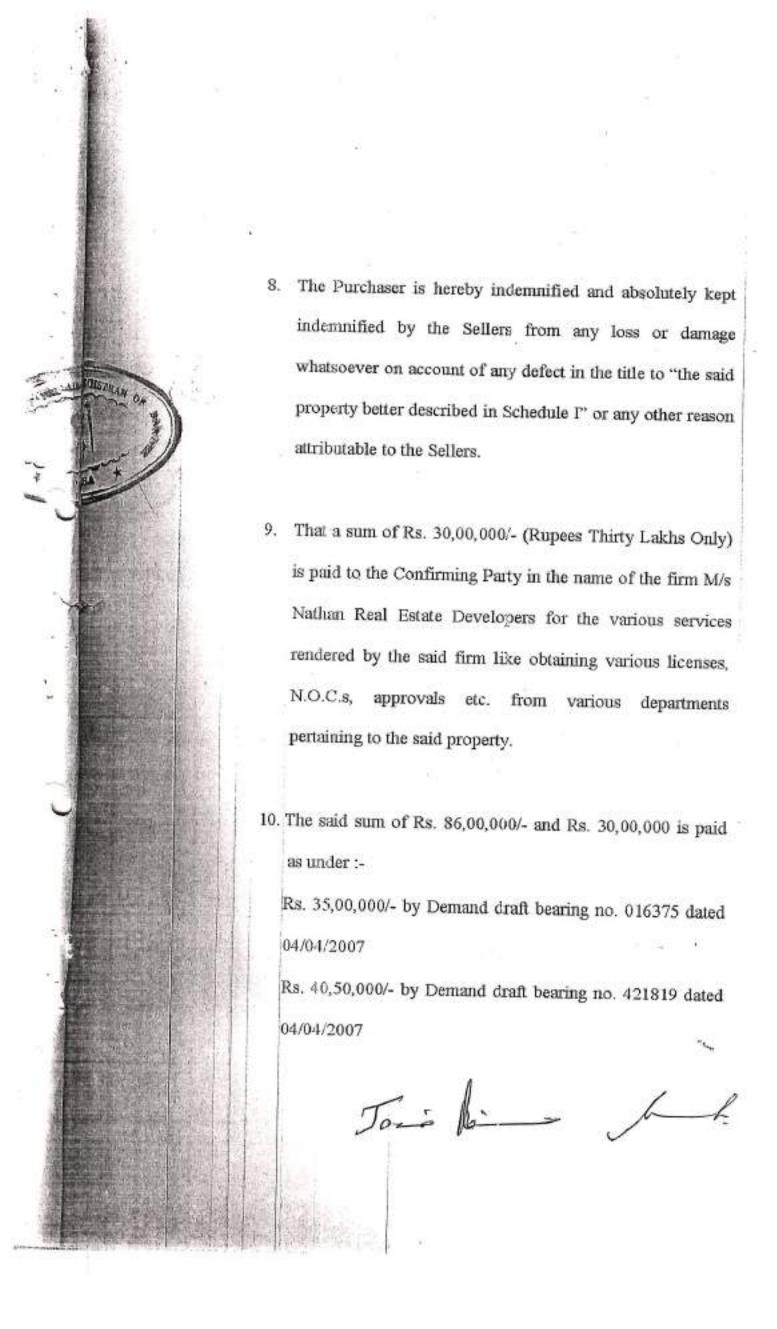


5. The Sellers and the Confirming Party do hereby covenant / undertake, that they will assist the Purchaser in all respect, and at all point of time, after the execution, registration of this deed of sale, by executing any document, including the Deed of Rectification if any, No Objection or Declaration or Affidavit for better flow of the right, title and interest in the said property, in the name of the PURCHASER, in the Survey records.

- 6. The Sellers and the Confirming Party do hereby covenant to give the No Objection to the Notice in Form no. X and or XII that will be issued by the Talathi concerned, as required under the Land Revenue Code, at the time of carrying out the mutation.
- 7. The Sellers and the Confirming Party do hereby covenant, that they have not entered into any Agreement for Sale or have not created any third party rights in any manner whatsoever, in respect of any of the said proposed villas and /or the said property and / or any part thereof.

Join li

f-l.



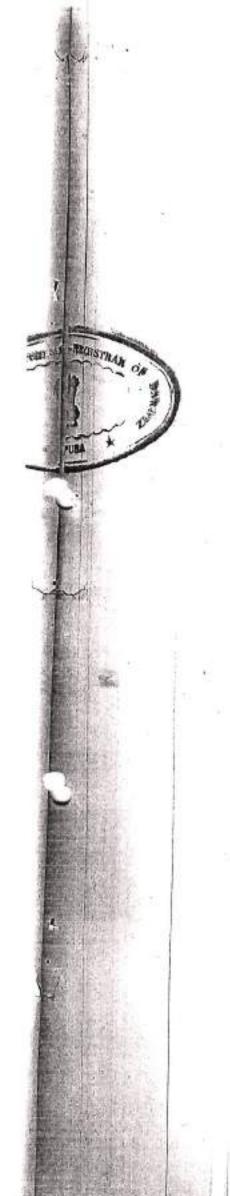
04/04/2007

Rs. 40.50,000/- by Demand draft bearing no. 527879 dated 04/04/2007

- 11. That the Confirming Party does hereby confirm the present sale being made by the Sellers to the Purchaser and further covenant that they will not claim for any specific performance of contract or any other right of whatsoever nature with the Sellers with regards to said property in pursuance to the said oral agreement.
- 12. That the CONFIRMING PARTY does hereby confirm the fact that on the execution, registration of this deed of sale the said oral agreement shall be treated as nullity for all the legal purposes.
- 13. That the CONFIRMING PARTY has obtained necessary conversion Sanad bearing no. RB/CNV/BAR/185/2006 AND RB/CNV/BAR/186/2006, in respect of the said property better described in Schedule I. That the

Ja-i la:

f.



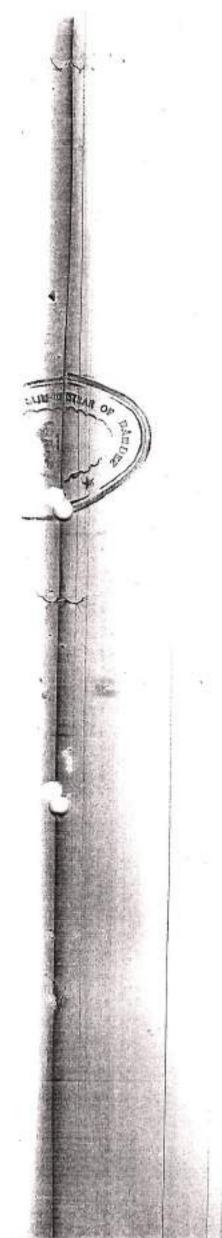
CONFIRMING PARTY has obtained necessary approval from the Town and Country Planning Department, Govt. of Goa, Mapusa, bearing no. DB/21181/2006/3030, dated 29/12/06 in respect of the said property better described in Schedule I.

14. The said property hereby conveyed is shown / marked in Red ink in the plan attached to this Deed and shall form an integral part of this Deed.

IN WITNESS WHEREOF this Deed is executed by the SELLERS, the PURCHASER and the CONFIRMING PARTY in the presence of witnesses, who signed below on the day and year first herein above mentioned.

Join line

J-R



SCHEDULE I

All the property known as QUELENAICACHEM BATA or GALI situated in the village of Guirim within the jurisdiction of the Village Panchayat of Guirim, Taluka and Sub District of Bardez Goa, North District, State of Goa, described in the Land Registration Office of Bardez under No. 1829 at pages 534 of Book B-12 Inscribed under no. 19397 and enrolled in the Taluka Revenue Office of this Judicial Division under No. 1755 of the first circumscription of Guirim bearing Survey No. 105 sub-division No. 4 admeasuring 4150 sq. mts and is bounded as follows:-

On the East : By drain;

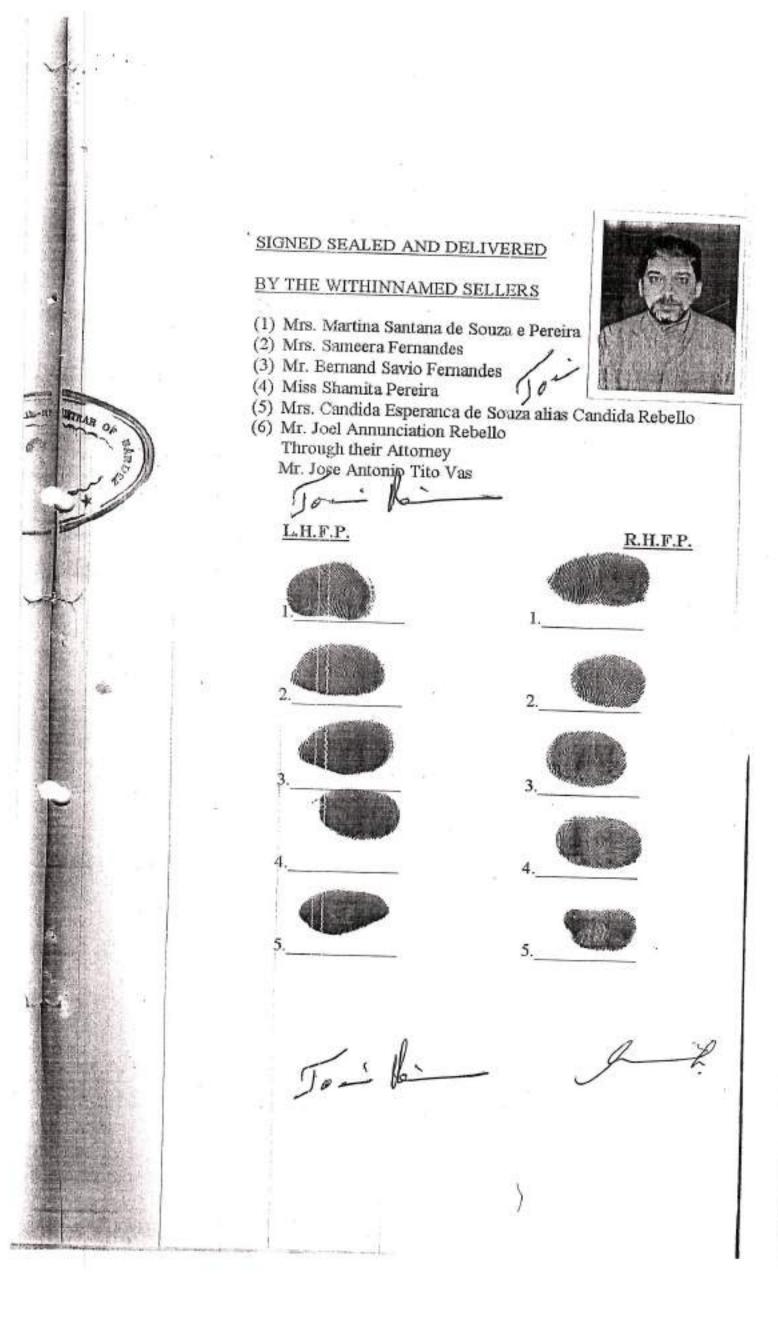
On the West: By the property bearing Survey no. 105 subdivision 1, 6 and 3;

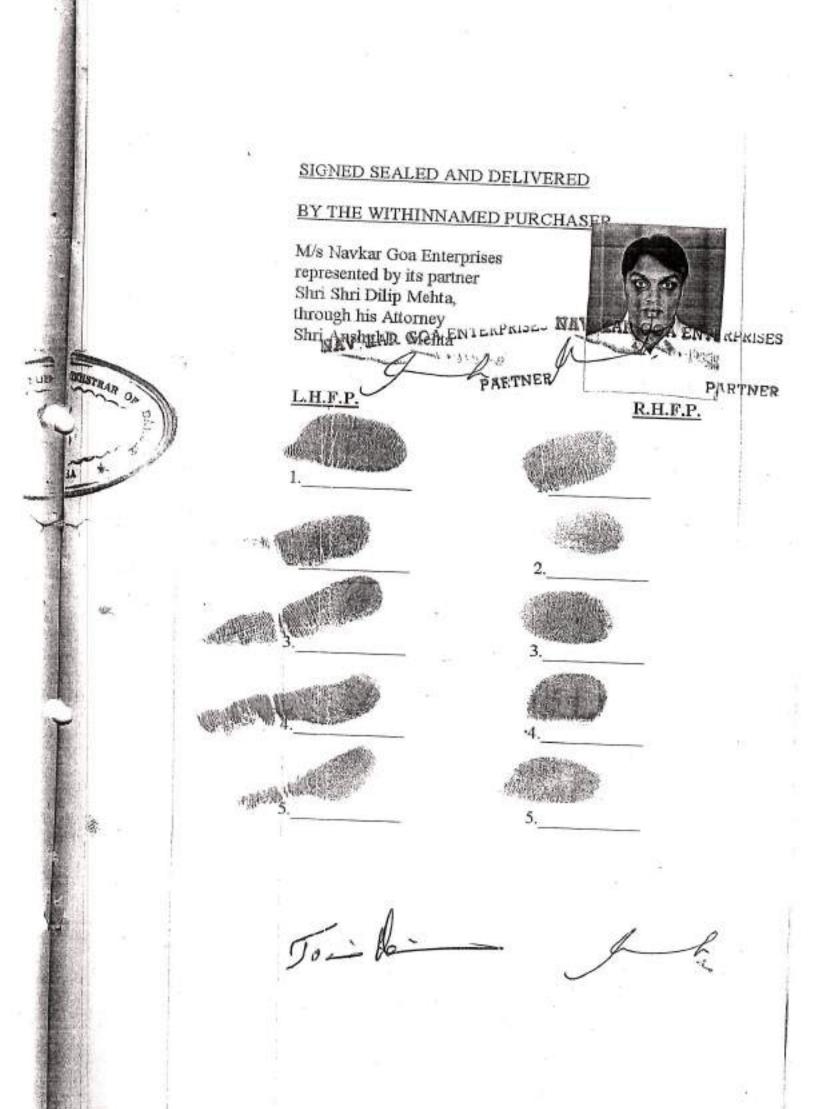
On the North: By property bearing, Survey no. 103 sub-division 43, 44, 45, 46, 47and 52;

On the South: By property bearing, Survey no 105 sub-division 9 and 10

Joi di

1





SIGNED SEALED AND DELIVERED

BY THE WITHINNAMED

CONFIRMING PARTY

Mr. Jose Antonio Tito Vas

Jon Ray



L.H.F.P.





















5.

Jo-la-

J-l.

WITNESSES:-

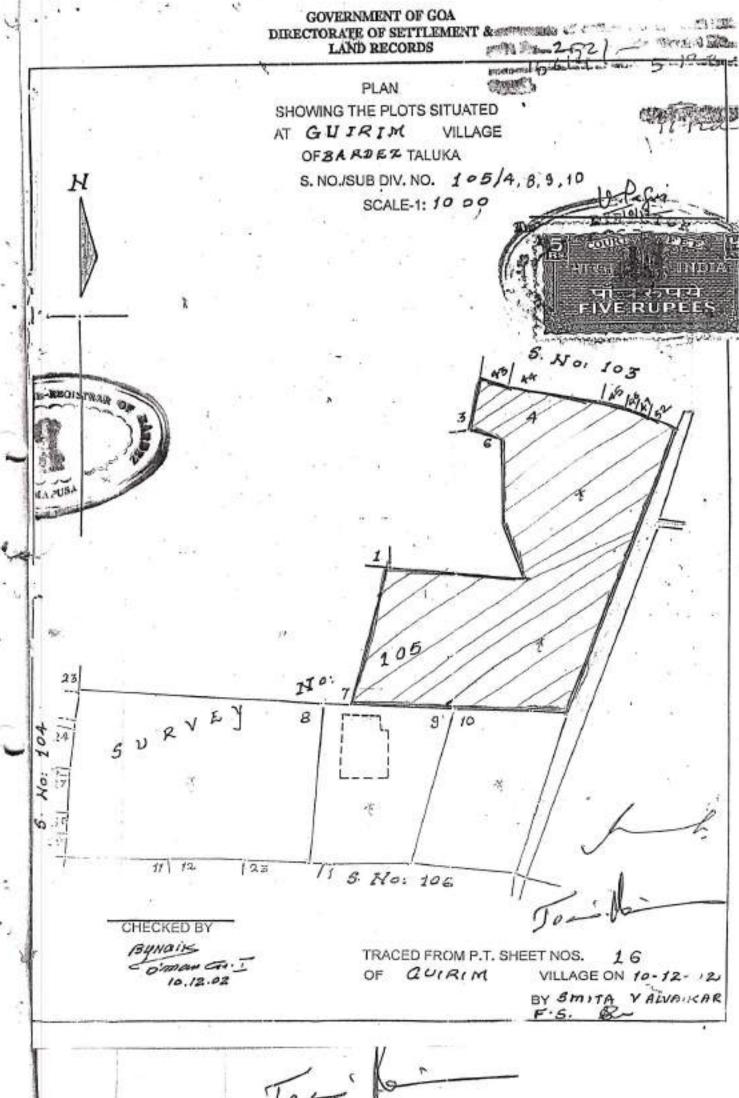
1. Primuti Kayle

f. Margila

2. <u>Reshmi Maraj</u> Kar

Joseph Rim

f.



3 Jon 6

1) Mr. Jose Antonio Tito Vas spo. Late Alberto Vas, 46 48 of age, married businessman 40.4No. 76/5A Portawado Sideis Borde - Groa. Power of attorney holder for sellers. a) Mrs. Mortinha santana Disourae Pereira, Flyrs
of age, married you Mumbai e) Mr. Bernard Savio Fernandes, 38 yrs of age, married,
d) Mrs. Shamita Pereira, 35 yrs of age, unmarried, all Mo. Cariada. e) Ms. Candida Esperanca de Souza, 62 yes ojago, married Mr. Joel Annunciation Rebello, 70 yrs of age yo. Mr. Jose Antonio Tito Vas, spo. Late Alberta Vos. 46 gis of age namied businessman, 40. Sideni Bardy-Goa. Confirming Party 3) Shri Anshul Dilip Mehta, aged 26 yrs; Pleasant Road Malabar Ahl, Mumbai. Power of alterney holder for purchaser shi Dilip Metita, 57 yrs of age, married partner of M/s Nowker Goa Enterprises a postneralist. a partnership firm having its office at Mumbai. All are Indian Nationals.) Tou la 3 Jour la

PARTNER state that he and, - on any knows the above excutants and identify him / them. pure osfor/ wox BUB - RECEIPTRA'S DATE registered No. at pages Book No. T.