0 1 WITT 02548 NON MORCHAL & IN. Bru. . Ma sa Sibelanan 🔬 A176515 JUN 28 2010 WPP THE EREEN we seven true not use the non-14:29 HOPLESS TOJE ST. 13 P-57390.00/- PB6677 CONTRACTOR OF A CONTRACTOR OF A CONTRACT OF india au INDIA STAMP DUTY 150 st · · · · 18 FT VILLE COFY TAS tre. A. 105000 Name of Purchaser Derashin lead estate HDFC Bank Ltd. Developerit 0 gol ..... Authorised Signatory

### DEED OF SALE

THIS DEED OF 6.11 E is executed at Mapusa, Bardez, Goa, within the Taluka and Registration Sub-District of Bardez, District of North Goal on this TWE 11Y EIGHTH day of JUNE of the year Two Thousand Ten (28/06/2010)

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### BETWEEN

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- 1.A) MR.MAHADEV MOHAN SINAI BOBO CACULO alias MANOJ MOHAN SINAI BOBO CACULO, son of late Mohan Sinai Bobo Caculo, aged 40 years, businessman, Indian National, having PAN No. ABKPC9812H and his wife;
- 1.B) MRS.MEGHNA MANOJ CACULO, daughter of Mr.Suhas Narcinva Pai Angle, aged 39 years, housewife, Indian National, having PAN No ABIPC5699Q, both residing at Miramar Panaji,
- 1.C) MR.SURAJ MOHAN SINAI BOBO CACULO, son of late Mr. Mohan Sinai Bobo Caculo, having PAN No.ABZPC8781A aged 36 years, busines man, and his wife,

1.D) MRS.SHEFALI SURAJ CACULO , daughter of Mr.Anil Baba Naik, aged 29 years. having PAN No. AFKPC4775R, housewife, both Indian Nationals , both residing at Miramar, Panaji, Goa, the Parties at 1 B, I C and I D are duly represented herein by their constituted attorney MR.MAHADEV alias MANOJ MOHAN SINAI BOBO CACULO i.e. by VENDOR NO.1-A herein by virtue of Power of Attorney dated 24th June, 2010; duly executed before the Notary of Panaji, Goa Smt Kishori N.Fugro under registration No.507091 dated 24-06-2010 a certified copy of Power of Attorney is annexed to this Deed, and hereinafter jointly referred to as "THE VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs nominees, successors, administrators, executors, legal representatives and assigns) OF THE FIRST

MRS.MANGALA PANDURANG CACULO, daughter of Mr.Damodar P.Hegde aged 61 years, housewife; having PAN No.ABKPC9814B, Indian National, residing at Miramar, Panaji, Goa. All the parties at 1.A, 1.C, 1.D, 1.E, I.F and 1.G are duly represented herein by their constituted attorney MR.MAHADEV alias MANOJ MOHAN SINAI BOBO CACULO i.e. by VENDOR NO.1.B herein by virtue of Power of Attorney dated 26th June, 2010, duly executed before the Notary of Panaji, Goa Smt.Kishori N.Fugro, under registration No.507118 dated 26-06-2010, by virtue of Power of Attorney dated 24th June, 2010, duly executed before the Notary of Panaji, Goa Smt.Kishori N.Fugro under registration No.507091, dated 24-06-2010 and by virtue of Power of Attorney dated 24th June, 2010, duly executed before the Notary -of Panaji, Goa Smt.Kishor! N.Fugro under registration No.507090 dated 24-06-2010 respectively, certified copies of Power of Attorneys are annexed to this Deed and the parties are hereinafter jointly referred to as "THE VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, nominees, successors, administrators, executors, legal representatives and assigns) OF THE FIRST PART.

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### AND

 M/S DEVASHRI REAL ESTATE DEVELOPERS, a Partnership Firm duly registered under the Partnership Act, having its Registered Office at Dempo House, Campal, Panaji, Goa and its Administrative Office at 710-712, Seventh Floor, Dempo Towers, Patto, Panaji, Goa, having Permanent Account No.AABFD2012N, represented in this act by its CHIEF EXECUTIVE (OPERATIONS) namely SHRI.KIRAN SHIVARAM HEGDE, son of Mr.Shivaram S.Hegde, aged 50 years, married, service, Indian National, resident of Alto

der number 723 and is more particularly delineated in red undary line in the plan annexed to this Deed and is bounded as

or towards the East:- By Communidade de Candolim

On or towards the West - By Municipal road, Property of Jeronimo S. Antonio Piedade e Souza, Berta I. Pires e Souza, Pedro Lourenco F.Ferrao and Laxmi Sinai Bobo e Caculo,

On or towards the North - By property of Pedro de Souza,

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On or towards the South:- By property of Agostinho do Carmo Lobo and Amalia J.Soares and others

WHEREAS the WHOLE PROPERTY was originally owned, enjoyed and possessed by Overseas National Bank of New Goa.

AND WHEREAS in terms of Deed of Sale and discharge dated 24th February 1938, executed before the then Notary in the Taluka of Ilhas, Mr.Jeronimo Salvador Constantino Socrates da. Costa, represented by Mr.Julio Celestino Montalvao da Silva, married, resident of Panaji, Goa, Manager of Overseas National Bank of New Goa, as a Vendor therein sold and transferred the WHOLE PROPERTY "MUDDO GRANDE" bearing Description No.3234 at pages 108 of Book B-9 (new), along with two more properties known as "MUDDO PEQUENO" bearing Description No.1238 at page 54 of Book B-4 (new) and "GON" or "GAN" bearing Description No. 3235 at pages 109 of Book B-9, situated in the Village of Candolim in favour of Mr.Macleva Sinai Bobo e Caculo resident of Panaji Goa.

AND WHEREAS the WHOLE PROPERTY "MUDDO GRANDE" and the property "MUDDO PEQUENO" are two distinct and separate properties, however in the Old Cadastral Survey and in the recent survey conducted for the purpose of record of rights of Village

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The said two properties are surveyed under one survey No. 159 and 29/0 respectively. The said two properties are inscribed the bescribed separately in the office of the Land Registration of Stratez. Hence only the WHOLE PRORERTY i.e. "MUDDO GRANDE" is being purchased by way of this Deed of Sale.

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AND WHEREAS Mr.Madeva Sinai Bobo e Caculo, married businessman had no issue and in terms of the Will dated 19th July 1951, he constituted his nephew Mr.Sridora Sinai Bobo e Caculo, married, businessman, as his only and universal heir and bequeathed all his movable and immovable assets in his favour.

NIT WHEREAS in terms of Deed of Declaration and Succession executed on 1st November 1952, after the death of Mr.Madeva Sinai Bobo e Caculo, at the residence of the heirs of late Madeva Sinai Bobo e Caculo, widow of late Madeva Sinai Bobo e Caculo, Smt. Parvotibal Madeva Caculo and Mr.Sridora Sinai Bobo e Caculo were declared as the only iccal heirs and legal representatives of Mr.Madeva Sinai Bobo e Caculo

AND WHEREAS in terms of Deed of Partition dated 1st November 1952, executed at the residence of the heirs of Madeva Sinai Bobo e Caculo between Smt.Parvotibai Madeva Caculo and Sridora Sinai Bobo e Caculo and his wife Xantabai Sridora Caculo also known as Xantabai the WHOLE PROPERTY described in SChEDULE I was allotted to Mr.Sridora Sinai Bobo e Caculo and his wife Xantabai Sridora Caculo.

AND WHEREAS in terms of Deed of Partition dated 29th March 1971, registered before the Cub- Registrar of Ilhas at Panaji under registration No.435 at pages 155 to 215 of Book No.I, Volume 66

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Candolim the said two properties are surveyed under one survey No. 1459 and 29/0 respectively. The said two properties are inscribed and described separately in the office of the Land Registration of Bardez. Hence only the WHOLE PRORERTY i.e. "MUDDO GRANDE" is being purchasen by way of this Deed of Sale.

-ND WHEREAS Mr.Madeva Sinai Bobo e Caculo, married cusinessman had no issue and in terms of the Will dated 19th July 1951, he constituted his nephew Mr.Sridora Sinai Bobo e Caculo, married, businessman, as his only and universal heir and cèqueathed all his movable and immovable assets in his favour.

IND WHEREAS in terms of Deed of Declaration and Succession cuted on 1st November 1952, after the death of Mr.Madeva Sinai bobo e Caculo, at the residence of the heirs of late Madeva Sinai Bobo e Caculo, widow of late Madeva Sinai Bobo e Caculo, Smt. Parvotibal Madeva Caculo and Mr Sridora Sinai Bobo e Caculo were declared as the only total heirs and legal representatives of McMadeva Sinai Bobo e Caculo

-ND WHEREAS in terms of Deed of Partition dated 1st November 1952, executed at the residence of the heirs of Madeva Sinai Bobo e Caculo between Smt.Parvotibal Madeva Caculo and Sridora Sinai Bobo e Caculo and his wife Xantabai Sridora Caculo also known as antabal the WHOLE PROPERTY described in SCHEDULE I was a lotted to Mr.Sridora Sinai Bobo e Caculo and his wife Xantabai Sridora Caculo.

-ND WHEREAS in terms of Deed of Partition dated 29th March 1971, registered before the Jub- Registrar of Ilhas at Panaji under egistration No.435 at pages 155 to 215 of Book No.I, Volume 66

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sees 30.08/1972, the WHOLE PROPERTY described in SCHEDULE I was allotted to Mr.Sridora Sinai Bobole Caculo.

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HEREAS in terms of Deed of Acquiescence dated 16th day there are any 1978 and WILL dated 16<sup>th</sup> January, 1978 registered tercre the Sub-Registrar of Ilhas at Panaji, Mr Sridora Sinai Bobo e factor and his wife Mrs Xantabai Sridora Caculo bequeathed the HOLE PROPERTY on account of their disposable quota to their transforms namely Mr Mahadevi alias Manoj Mohan Sinai Bobo factor and Mr Suraj Mohan Sinai Bobo Caculo sons of Mohan Bridora Sinai Bobo e Caculo as well as to the sons which the said Wr Mohan Sridora Sinai Bobo Caculo may have in future and to the sons which Mr Pandurang Sridora Sinai Bobo Caculo alias Mr Suhas Bridora Caculo may have in future.

AND WHEREAS in terms of Family Partition dated 2nd November 2002 registered before the Sub-Registrar of Ilhas at Panaji under Registration 2609 at pages 445 to 535 Book No.I, Volume No.1130 2ated 08/11/2002, the WHOLE PROPERTY described in 50-EDULE I was allotted to Mr Mahadev alias Manoj Mol an Sinai Boop Caculo and Mr Suraj Mohan Sinai Bobo Caculo and their stouses

-\*.D WHEREAS the VENDORS declared to the PURCHASER that all of the total area of the WHOLE PROPERTY there exists 5 Nos of neuses and 4 Nos of structures and out of the said 5 Nos of houses the occupants from the said houses have been declared as inundkars before the Mamlatdar of Bardez and the particulars of an oh are as under:-

Annarita Fernandes H No 321 area allotted 571 sq mtrs
Datenand Amonkar H No 322 (New) area allotted 300 sq mtrs
Annariti Vadkar H No 322 A area allotted 300 sq mtrs





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AND WHEREAS VENDORS thus became the absolute owners in possession of the SAID PROPERTY described in SCHEDULE II which is agreed to be sold to the PURCHASER.

declaration of Mundkar.

AND WHEREAS the VENDORS declare to the PURCHASER that they are selling the balance area of 16765 sq.mtrs out of the WHOLE PROPERTY which shall hereinafter be referred to as the SAID PROPERTY more particularly described in SCHEDULE II.

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The areas allotted to the aforesaid Mundkars are more particularly defineated in Green boundary lines in the plan annexed to this Deed.

AND WHEREAS the remaining two houses bears House No.320 and 323 respectively, out of the remaining four structures one structure is a cross (i.e place of worship), two structures are used by the occupant of H.No.320, and remaining one structure is used by the occupant of House No 323 thus the total area occupied by the two

houses and the four structures admeasures in all 729 sq.mtrs.

AND WHEREAS the VENDORS also declared to the PURCHASER that no application has been moved by the occupants (apart from the declared Mundkars stated above) residing in the houses for

The VENDORS do hereby confirm, warrant, declare and represent to the PURCHASER herein as under-

That the SAID PROPERTY has been entirely zoned in the Outline Development Plan as S-2 Zone with F.A.R. of 80 as per the crevailing Regulations of Town & Country Planning Department of

SECUENDORS have been and are in exclusive possession of the SECUENDORS have been and are in exclusive possession and are secuenced possession are secuenced possession are secuenced possession are secuenced possession ar

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That the VENDORS have neither agreed to sell nor sold the SAID PROPERTY or any part thereof to any other person/s.

Tat there is/are no litigation (on goings or otherwise) or any legal preceedings pending before any Court, Tribunal, Forum, Commission, Administrative Authority in respect of the SAID PROPERTY.

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That the VENDORS have further declared that they have not encumbered the SAID PROPERTY in any manner whatsoever and there are no legal impediment pending to effect sale of the SAID EROPERTY.

That no notice(s) or of attachment from the Central or State Betternment or any other local body or Authority under any Municipal Deropration Act, or any other Acts or any Schemes of legislative enactment's, Government ordinances, orders or Notifications to using Notice/Proceedings for acquisition / requisition or other recovery proceedings under the Income Tax Act, R.B.I. Public Demands Recovery Act or any DRT or any other Act, Statute law or requirements including securitization under SEBI Acts and other laws such as the Consultion Protection Act either before the District Forum and the Commission or National has been received by or served upon the VENDORS herein in respect of the SAID PROPERTY or

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viii) The Provisions of Urban Land Ceiling and Regulation Act 1976 are not applicable in the State of Goa

 ix) No part of the SAID PROPERTY is covered/ affected by any reservation, coastal regulation or any Government order adversely affecting the SAID PROPERTY

x) The VENDORS will whenever called upon provide a Tax Clearance Certificate under the Income Tax Act. 1961, if needed, at the request of the PURCHASER for registration of any Deed or instrument, for transferring the SAID PROPERTY and or construction carried thereon, in favour of such person or party as may be directed by the PURCHASER.

The VENDORS have submitted certified copies of documents to the PURCHASER which relate to the title of the VENDORS such documents being as listed in SCHEDULE III hereunder written. The PURCHASER have got the said copies of Title - Deeds examined and have found that the VENDORS above named are the lawful owners in possession of the SAID PROPERTY more particularly described in the SCHEDULE II

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AND WHEREAS the PURCHASER has brought to the notice of the VENDORS that two residents who are residing adjoining the SAID PROPERTY are using two strips of land admeasuring 550 sq.mtrs and 125 sq.mtrs, in all an area of 675 sq.mtrs from the SAID PROPERTY as accesses to their houses as the land owned by them s landlocked.

-ND WHEREAS the PURCHASER has also brought to the notice of VENDORS that the permissible F.A.R. available for the



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development of the SAID PROPERTY as per the existing Town & Country Planning Rules & Regulation Authority Act is currently 80 and is likely to be reduced to 60 in view of the possible enactment of the New Regional Plan 2021 which is likely to be notified shortly by the State Government

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AND WHEREAS the VENDORS having fully understood the implications of the above two issues as stated in para (xii) & (xiii) above have requested to the PURCHASER to keep a sum of Rs.6,00,00,000/- (Rupees Six Crores only) as retention with the PURCHASER and depending upon the outcome of the New Regional Plan 2021 notifying the status of permissible F.A.R. for development (i.e. decrease if any) the amount kept as retention will be released in favour of the VENDORS proportionately depending upon the status, merits and the extent of change in F.A.R. of proposed construction on the SAID PROPERTY in accordance to the regulations applicable at that point of time when the PURCHASER shall seek final approval and Construction License which would be based on the Planning proposal utilizing the entire land area of the SAID PROPERTY, vis-a-vis F.A.R. of 80 on the entire area of the SAID PROPERTY prevalent at the time of purchase of SAID PROPERTY, due to the notification coming into force of Regional Fian 2021 without any interest. However in case of increase in the = A.R. as a result of the Notification of the New Regional Plan 2021 ar any other Ordinance the benefit of increase in the F.A.R. would be - favour of the PURCHASER

The VENDORS fully understand that the PURCHASER is required to seek among other approvals from Statutory Authorities, also the seek among other proposal on the entire SAID PROPERTY from the instry of Environment and Forest (MOEF) under EIA Notification stop of the proposal on entire land area of the SAID PROPERTY set of the proposal on entire land area of the SAID PROPERTY set of the Final Construction License.



AND WHEREAS the VENDORS further declare, assure and promise to the PURCHASER that, during the pendency of the said two issues as stated aforesaid in clause (xii) and (xiii) above in case if any dispute or differences arises resulting in the delay in payment of the amount kept as retention, then the present Deed of Sale will not become void, illegal or ineffective and the legality of the Said Deed of Sale shall not be challenged before any Court of Law or Forum and/or the possession and/or title or ownership of the PURCHASER or their nominee and or successors in interest will not be effected in any circumstances whatsoever.

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The VENDORS hereby warrant and confirm the correctness of each

and every statement declaration and representation made herein and conscientiously belie re the same to be true knowing fully well that relying upon the said statements declarations and representations and believing the same to be true and correct the PURCHASER have agreed to purchase the SAID PROPERTY described in SCHEDULE. It hereunder written.

AND WHEREAS The PURCHASER based on the aforesaid representations of the VENDORS and believing it to be true and correct disclosures and having primarily satisfied itself about the title of the VENDORS to and the marketability of the SAID PROPERTY and based on the copies of the documents made available and listed - SCHEDULE III heremafter for scrutiny and inspection has croposed and expressed a desire to purchase the SAID PROPERTY acsolutely free from any encumbrances, liens, charges etc of any "eture, if any, if exists and created by the VENDORS for a total sum tors deration of Rs 19,13,00,000/- (Rupees Nineteen crores thirteen arrs only) being the fair market value and also having agreed to retern a sum of Re6.00.00.000/- (Rupees Six Crores only) as on amount with the PURCHASER, as stated hereinabove.

12 AND WHEREAS the VENDORS have accepted the above proposal of the PURCHASER for purchase of the SAID PROPERTY and agree to sell and convey the same to the PURCHASER free from all encumbrances.

# NOW THEREFORE THIS DEED OF SALE WITNESSES AS

1. That in consideration of sum of Rs 19,13,00,000/- (Rupees Nineteen Crores thirteen lakhs only) being the entire consideration and out of the said entire consideration a sum of Rs.5,00.00.000/- (Rupees Five Crores only) is paid by the PURCHASER to the VENDORS by cheque No.026599 dated 15-06-2010 drawn on Bank Of India, Campal Branch, Panaji-Goa and a further sum of Rs.8,13.00,000/- (Rupees Eight Crores Thirteen Lakhs only) is paid by the PURCHASER to the VENDORS vide cheque No 026897 dated 28-06-2010 drawn on Bank of India, Campal Branch, on the day of execution of the present Deed of Sale and further a sum of Rs.6,00,00,000/-(Rupees Six Crores only) is kept as retention amount with the PURCHASER for reasons stated therein above being the full and final consideration the receipt whereof the VENDORS do hereby admit and acknowledge and of and from payment of the same and every part thereof forever acquits, releases and discharges the PURCHASER. THE VENDORS does do hereby grant, transfer assign, assure and convey unto the PURCHASER by way of sale the SAID PROPERTY Known as "MUDDO GRANDE" surveyed under No 29/0 situated in village Candolim within the registration Sub-District of Bardez- North Goa admeasuring an area of 16765 sq metres more particularly described in the SCHEDULE II together with right to severs, trees, drains, ways, paths, passages, waters, watercourses, right to lights, liberties, easements advantages and privileges, appurtenance whatsoever



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available to the SAID PROPERTY or on otherwise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto and all the estate, rights title, interest, property use, possession, claim and demand whatsoever of the VENDORS into and upon the SAID PROPERTY, and every part thereof hereby granted and conveyed or expressed so to be UNTO AND TO THE USE OF THE PURCHASER forever SUBJECT HOWEVER to payment of all taxes, rates assessments, dues and duties hereafter to become due and payable to the Government or any other Public or Local body in respect thereof AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER that not withstanding any act, deed or thing by the VENDORS or executed or knowingly suffered to the contrary they the VENDORS now have in themselves gcod right, full power and absolute authority to grant the SAID PROPERTY hereby granted and choveyed and expressed to be UNTO AND TO THE USE OF THE PURCHASER FOREVER in manner aforesaid AND THAT the PURCHASER shall and may at all times hereafter quietly and peacefully possess and enjoy the SAID PROPERTY and receive the rents and profits thereof ...thout any lawful eviction, interruption and claim and demand inhatsoever from or by the VENDORS or any person lawfully or equitably claiming from, under or in trust for them AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made suffered by the VENDORS or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the .ENDORS or any person or persons lawfully or equitably a ming any estate or interest in the SAID PROPERTY of land or are, part thereof or part of the same shall and will from time to The and at all times hereafter at the request and cost of the PURCHASER do and execute and cause to be done and execute a such acts, deeds and things whatsoever for further and more arly assuring the SAID PROPERTY of land UNTO AND





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TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be reasonably required.

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The VENDORS hereby covenants with the PURCHASER and assures and declares unto it as follows:-

a. That the SAID PROPERTY hereby conveyed, transferred, sold and assured unto the PURCHASER has not been encumbered by the VENDORS and that the VENDORS whilst executing this Deed have lawful power and authority to effect this Sale, transfer, conveyance as the exclusive and absolute owners and have good, valid, clean, legal, exclusive and marketable title to the SHID PROPERTY including the right to alienate the same by way of sale as hereby done and that the VENDORS have not come anything to subject the SAID PROPERTY to any lease, mortgage, charge, or lien or attachment or encumber any other rights of whatsoever

Enat there is no litigation or legal proceeding pending before the Court/ Tribunal Forum, Commission or quassi Judicial Authorities In respect of the SAID PROPERTY and that the SAID PROPERTY is not subject to any notice/s or Notifications of proceedings for acquisition / requisition under the Land Provisition Act that is to say, the SAID PROPERTY is not affected by lis-pendens/ proceedings for land acquisition/requisition.

The VENDORS have not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or teen party or privy to any act, deed, matter or thing whereby or treason or means whereof they are prevented from conveying, mansferring and assuring the SAID PROPERTY or in the manner recept done or whereby or by reason or means whereby the same or any part thereof are, is, can, shall or may be charged,



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encumbered, impeached or prejudicially affected in estate, title or ptherwise howsoever.

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That the land revenue payable in respect of the SAID PROPERTY and every part thereof has been paid regularly and that all rates, taxes, levies, duties and charges whatsoever if payable to the Government or other statutory or local bodies including land revenue upto the date of sale shall be paid by the VENDORS directly to the authorities concerned or reimbursed to the PURCHASER against receipts for payments of such dues, if any, effected by the PURCHASER

e) THAT should as a result of any defect, discovered hereinafter, in the title of the VENDORS to the SAID PROPERTY or any part thereof, the PURCHASER its successors, and/or assigns be divested of ownership or deprived of possession of the SAID PROPERTY or any part thereof then, and only in such event the VENDORS herein their successors and assigns shall jointly and severally be civilly liable to the PURCHASER its successors and/or assigns or any of them in full in respect of any loss or and damages sustained by reason thereof limited however to the extent of corresponding price hereinunder received and no more. The VENDORS does hereby, subject to aforesaid, keep ndemnified the PURCHASER, its successors and assigns or any of them and save them or any of them harmless against all or any oss including the breaches of any of the covenants hereinabove in the part of the VENDORS damages, costs, charges and evoenses if any suffered / incurred as a result thereof.

That the VENDORS shall and will from time to time and at all these hereafter at the request of the PURCHASER sign such the deeds, documents or papers and/or do and execute or



cause to be done and executed by other persons, if any found to be having or claiming any estate, rights, title or interest in to the SAID PROPERTY or any part thereof, all such further and other lawful acts, deeds, things matters conveyances and assurances in law whatsoever as the PURCHASER or its successors or assigns may from time to time require them to do for the purpose of having the transfer of ownership and possession of the SAID PROPERTY recorded in the name of the PURCHASER in all Government records including the Land Revenue office and or office of Records of right etc for carrying out mutation of the name of PURCHASER

- (g) Upon execution of Deed of Sale, the PURCHASER is entitled to get mutation their name in Survey No.29/0 of Village Candolim , and to record their names in the Government Offices and other bodies.
- (h) The VENDORS have not reserved for themselves any part of the SAID PROPERTY now conveyed.
- 3. The cost of Stamp duty, Registration fees and other out of pocket expenses paid and payable in respect of this Deed shall ue borne by the PURCHASER
- The Market Value of the SAID PROPERTY admeasuring 16765 Square meters is valued at Rs.19.13.00,000/ (Rupees Nineteen Crores thirteen lakhs only) and Stamp duty of Rs.57,39,000/-(Rupees fifty seven lac thirty nine thousand only) is paid herein.

ED A. F. BOADITA AJ' GOA

# SCHEDULE I (DESCRIPTION OF WHOLE PROPERTY)

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On or towards the East:- By Communidade de Candolim

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On or towards the West:- By Municipal road, Property of Jeronimo S' Antonio Piedade e Souza, Berta I. Pires 3 Souza, Pedro Lourenco F.Ferrao and Laxmi Sinai Bobo e Caculo,

On or towards the North: - By property of Pedro de Souza,

On or towards the South:- By property of Agostinho do Carmo Lobo and Amalia J.Soares and others

## SCHEDULE II

# (DESCRIPTION OF SAID PROPERTY)

All that property carved out from the property known as MUDDO GRANDE " also known as BAMAN VADO as per Survey records of Village Canoclim admeasuring an area of 16765 Sq. mts surveyed under New Survey No 29/0 situated in village Candolim Bardez Goa, Sub-District of Bardez, District of North Goa, in the

State of Goa, described in the Office of Land Registration Office of Bardez under No.3234 of Book B-9, (New) and described under old Cadestral survey No. 1459 and enrolled in Taluka Revenue Office for the purpose of Matriz Predial under No.723 and bounded as follows:-

n or towards the East:- By Communidade de Candolim

Dn or towards the West:- By Municipal road, Property of Jeronimo S Antonio Piedade e Souza, Berta I. Pires e Souza, Pedro Lourenco F.Ferrao and Laxmi Sinai Bobo e Caculo, '

On or towards the North: - By property of Pedro de Souza,

On or towards the South - By property of Agostinho do Carmo Lobo and Amalia J Soares and others

### SCHEDULE III

LIST OF DOCUMENTS (CERTIFIED COPIES) SUBMITTED BY THE VENDORS AS THE TITLE DOCUMENTS OF THE PROPERTY

- DEED OF SALE AND DISCHARGE DATED 24<sup>TH</sup> FEBRUARY, 1938 ALONG WITH TRUE TRANSLATION.
- 2. CERTIFICATE OF INSCRIPTION NO 28746 ALONG WITH TRUE TRANSLATION
- 3. CERTIFICATE OF DESCRIPTION NO.1238, 3234 AND 3235 ALONG WITH TRUE TRANSLATION.
- 4. DEED OF WILL DATED 19<sup>TH</sup> JULY, 1951 ALONG WITH TRUE TRANSLATION.
- DEED OF DECLARATION AND SUCCESSION DATED 1<sup>ST</sup> NOVEMBER, 1952 ALONG WITH TRUE TRANSLATION.
- DEED OF PARTITION DATED 1ST NOVEMBER 1952 ALONG WITH TRUE TRANSLATION.



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# GENERAL POWER OF ATTORNEY

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BRAL POWER OF ATTORNEY, We

3HNA MANOJ CACULO, wife of Mr Mahadev alias Manoj Caculo, ears, married, Indian National, Housewife,

IAJ MOHAN SINAI BOBO CACULO, son of Late Mohan Sinai Bobo ged 36 years married, Indian National, Businessman, and

EFALL SURAJ CACULO, wife of Mr. Suraj Mohan Caculo, aged 29 med Indian National, housewife, all residing at Miramar, Panaji,

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de hereby irrevocably constitute appoint and nominate MR.MAHADEV alias MANOJ MOHAN SINAI BOBO CACULO, 40 years of age, Indian National, Jeciding at Panaji, Tiswadi, Goa as our duly constituted attorney under the circumstances and for the purposes hereafter mentioned.

:2:

Revenue of Oriminal, including authorities and Courts Under Land Authorities Active Labour Tribunal whether original, revisional or appellate, to any covernment or any local authority.

shall think proper to do so and/or to discharge his or their appointments.

To sign and verify plaints, written statements, memorandum of appeal, references and applications of all kinds and to file them in any such Court or

Abitration

To breauce a summon or receive back documentary evidence.

To apply for the inspection of and to inspect documents and Judicial records.

To apply to Courts and Offices for copies of documents and papers and to obtain the same.

i o deposit and withdraw any muney for the purpose of any proceedings.

To accept service of any summons, notice or writ issued by any Court or Officer against us.

o obtain refund of stamp duty or payment of Court Fees.

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To purchase property at Court Auction Sales in execution of any decrees upon the amount of the decree and to take possession thereof.

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o deal and negotiate and settle with any tenant and/or Mundkars, claimants in or with respect to OUR PROPERTIES and for the said purpose, to sign my Agreement with such tenant/s or Claimant/s and to lodge the same for advantues and admit the execution thereof in the Office of Sub-Registrars a various values of Goa, to present the Deed of Sale, or any other Deeds, Documents, Agreements, Indenture, Instruments, and all the documents to messarine said documents for registration for registration and admit the secution of the same.

and to obtain on our behalf

ionad for Conversion of use of our Properties or part thereof.

and the survey records of our Properties

Algamate our properties with any adjoining property/ies or to subdivide a compart sector part thereof.

so for completion certificates, from the Planning and Development thority and any such other authorities in respect of our properties or part erect

onstruction license, or renewal, changes/alteration or revisions as also for ocupancy Certificate from the competent Municipal Council or such other impetent authorities in respect of our properties or part thereof.

emussion to cut trees or plants from our Properties or part thereof.

mporary and/or permanent electricity, water or sewage / drainage mection for our properties or part thereof.

MMC

Provention of 2.58 Statements

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14) For the above purposes to represent us and to appear before any or all the following Offices.

: 4 :-

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 a) Office of the Collector, Deputy Collector, Land Survey Department, Agricultural Department, Land Revenue Department, Mamlatdar, Town & Country Planning Department, Planning and Development Authority, Member Secretary, Public Works Department, Electricity Department, Forest Department, Mechanical Cultivation Officer or any other Competent Department, and Competent Municipal Council. And to give such information and to make such representations as may be required even under oath for such purposes.

To sign all letters, contracts, applications, plans, documents, Agreements, Affidavits, Declarations, Undertakings and all such papers or documents as may be required from time to time.

16) To sell properties to any person/s, Firms, Companies of the choice of our Attorney in which we are the owners/ co-owners and to receive the sale consideration in our name or in the name of our attorney and to pass vilid receipt for the same and to execute a Deed of Sale of any parties or of any properties in which we may have rights, on such condition, terms and price as our attorney may prefer and to submit the Deed of Sale and all Deeds, Documents, Instruments, Indenture same for registration before the Sub-Registrar of Bardez at Mapusa or any other Sub-Registrar in the State of Goa and to admit the execution thereof. And further to admit the execution of any deed which may come, to be signed by us and to do anything necessary for the registration of the same.

AND GENERALLY to act in exercise of the powers herein given or in relation to matters connected therewith as fully and effectually as we ourselves could if do personally present.

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No 1320

# DEED OF CONVEYANCE

This DEED OF CONVEYANCE is made at Candolim, Goa, on this 15<sup>th</sup> day of September in the year Two Thousand Fifteen.

Alfouz Desouza

Spiriturit Funathias

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BETWEEN

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**IFE LUIZA DSOUZA alias MRS. LUISA FERNANDES e D' SOUZA**, having PAN No. ANLPD 5035E, major aged 73 years, daughter of Late Mathias Camilo Lawrenco Fernandes and wife of Mr. Percy Lawrence D'Souza, married, housewife, and her husband;

1B. MR PERCY LAWRENCE D'SOUZA alias MR. FERCY D'SOUZA, A having PAN No. AAMPD 7307D, major aged 68 years, son of Lawrence D'Souza, , married, retired, both Indian Nationals, residing at Joe Quenny House, 1<sup>st</sup> Floor, Flat No 1, 59 Kalina St.
Cruz (E) Mumbai 400 025;

**MRS FATIMA MATHIAS**, having PAN No. AGGPM 8877R, major aged 65 years, wife of Sylvester Mathias, and daughter of late Mathias Camilo Lawrenco Fernandes, married, housewife and her husband;

**MR SYLVESTER MATHIAS** having PAN No. ASVPM 8668F, major aged 67 years, son of Mr. Anton Mathias, married, businessman, both Indian Nationals, residing at House No. 506/A, Behind Primary Health Center, Vaddi, Candolim Bardez Goa;

MR RYAN JOACHIM ALPHONSO alias RYAN ALPHONSO, major aged 42 years, son of Late Leo Manoel Alphonso alias Felix Alphonso, grandson of late Mathias Camilo Lawrenco Fernandes, married, service, and his wife;

IF. MRS MICHELLE VIVIENA ALPHONSO, major aged 38 years, wife of Mr. Ryan Joachim Alphonso, married, service, both Indian Nationals, residing at Madona Apartments, 6<sup>th</sup> Floor, Room No 603, Esperanca Wadi, Dadar (W) both represented herein by their duly appointed Power of Attorney Holder MR. SAVIO ANTHONY MATHIAS, major aged 37 years, son of Mr. Sylvester Ignatius Mathias, married, businessman, Indian National, having PAN NO AOZPM 7823C residing at House No. 506/A, behind Primary Health Center, Vaddi, Candolim Bardez Goa authorized to sign vide Power of Attorney dated 18<sup>th</sup> June 2015 executed before the Notary M.D.Yadav at Mumbai vide Sr No 1555 at Page No 67 dated 18.6.2015;

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**OF GOING** HILDA VAZ alias HILDA FERNANDES , having PAN No. ABHPF 8474D , major aged 63 years , wife of late Resurrecao OF GOING alias Michael Fernandes, and daughter in law of Late Mathias Camilo Lawrenco Fernandes , married , housewife ;

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- IH. MR WARREN FERNANDES, having PAN No. ABIPH 2235R, major aged 26 years, son of late Resurrecao Minguel Fernandes alias Michael Fernandes, bachelor, service, and;
- MISS VANESSA MONICA FERNANDES , having PAN No. AARPF 1I. 4354K, major aged 29 years, daughter of late Resurrecao Minguel Fernandes alias Michael Fernandes, spinster, service, all Indian Nationals , residing at 49, Vakola Village , Santacruz (E) Mumbai 400 055 represented herein by their duly appointed Power of Attorney Holder MR. SAVIO ANTHONY MATHIAS, major aged 37 years, son of Mr. Sylvester Ignatius Mathias, married, businessman, Indian National, having PAN NO AOZPM 7823C residing at House No. 506/A, behind Primary Health Center, Vaddi, Candolim Bardez Goa authorized to sign vide Power of Attorney dated 20th June 2015 executed before the Notary C.L. Francis at Mumbai vide Sr No 289 dated 20.6.2015 hereinafter jointly referred to as the "PARTY OF THE FIRST PART" (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, executors, administrators, successors in interest and assigns) of the FIRST PART.

#### AND

2. M/S DEVASHRI REAL ESTATE DEVELOPERS, (A Division of Devashri Nirman Limited Liability Partnership) a Partnership Firm having Permanent Account No.AABFD2012N with its Registered Office situated at Dempo House, Campal, Panaji, Goa and its Administrative Office situated at 710-712 Seventh floor, Dempo Towers, Patto Plaza, Panaji, Goa, hereinafter referred to as the said firm represented herein in this act by its SR. MANAGER (Liaison & Leasing) namely, MR.NANDAN KAMAT HELEKAR, son

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of Late Dr. Govind Kamat Helekar, aged 40 years, married, service, Indian National, resident of Building No 9, UG-1, Kamat Plaza, St.Inez, Panaji Goa, in his capacity as the constituted Attorney of the said Firm by virtue of the Power of Attorney dated 10-08-012 executed by its Partners SHRI.SHRINIVAS V.DEMPO, son of Late Vasudeva Venkatexa alias Vasantrao Sinai Dempo, aged 45 years, married, Industrialist, SMT.NEELA V.DEMPO, wife of Late Vasudeva Venkatexa alias Vasantrao Sinai Dempo, aged 72 years, married, Businesswoman and SMT.PALLAVI S.DEMPO, wife of Mr.Shrinivas V.Dempo, aged 40 years, married, Businesswoman, all Indian Nationals, residents of Dempo Villa, Altinho, Panaji, Goa, before the Sub-Registrar of Ilhas, Panaji Goa vide Sr. No 8/12 dated 10-08-2012 hereinafter referred to as the "PARTY OF THE SECOND PART" (which expression shall include its Partner or Partners for the time being, their respective heirs, successors, administrators, executors and assigns) of the SECOND PART

**AND WHEREAS** there exist a property known as "MUDDO GRANDE" also known as BAMAN VADO as per survey records of Village Candolim admeasuring an area of 16765 sq. metres surveyed under New Survey No.29/0 now 29/1 situated in Village Candolim, in the Taluka and Sub- District of Bardez, District of North Goa, in the State of Goa, described in the Land Registration Office of Bardez under No. 3234 of Book B-9 (New) and described under old Cadastral survey No. 1459 and hereinafter referred to as the SAID PROPERTY more particularly described in Schedule 1 hereunder written.



AND WHEREAS the PARTY OF THE FIRST PART has represented that one Mathias Camilo Lawrenco Fernandes was the occupant of 321(34/4)<sup>F</sup> a House bearing No 321-A and who during his lifetime occupied the House along with his wife Mrs. Anna Rita Fernandes, this House is situated in the SAID PROPERTY. The name of Mathias Camilo Lawrenco Fernandes stands recorded in the Other rights column in the Survey Form No. I & XIV. Upon the demise of Mathias Camilo Lawrenco Fernandes, his wife Smt Anna Rita Fernandes along with the other legal heirs have been declared as Mundkar of the

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Mundkarial house and have been allotted house No 321-A and 321 (34/4) for the extension carried thereof totally admeasuring 150 square metres , situated in the SAID PROPERTY described in Schedule – I , the area of the Mundkarial house comprising of the House structure and the area surrounding admeasuring in all 571 square metres , being hereinafter referred to as the "SAID PLOT" cand being more particularly delineated in red colour boundary line of plan annexed hereto and more particularly described in Schedule II .

AND WHEREAS the Mundkarial dwelling house area was purchased in Case No. MND/PUR/8/03 vide Order dated 25.11.2009 made by the Joint Mamlatdar of Bardez (Court-II) at Mapusa , Goa , by Mrs. Ana Rita Fernandes , Mrs. Theodoline Fernandes e Alphonso and her husband Mr. Felix Alphonso (both deceased) through their heirs Mr. Ryan Alphonso , Mrs. Luiza Fernandes e D'Souza married to Mr. Percy D'Souza , Mr. Ressurecao Minguel Fernandes (deceased) through his heirs Mrs. Hilda Fernandes , Mr. Warren Fernandes , Ms. Venessa Fernandes and Mrs. Fatima Mathis married to Mr. Sylvester Mathias .

AND WHEREAS the Mundkarial dwelling house is in an old and dilapidated condition and the PARTY OF THE FIRST PART are not residing in the Mundkarial dwelling house , the PARTY OF THE FIRST PART has approached the PARTY OF THE SECOND PART with an offer to compensate them for the relinquishment and conveying of their rights to the Mundkarial dwelling house and the SAID PLOT.

AND WHEREAS the PARTY OF THE SECOND PART has accepted the said offer of the PARTY OF THE FIRST PART and is willing to compensate the PARTY OF THE FIRST PART as a one time settlement for relinquishing and conveying ALL their rights , and transferring the possession , occupation and interest in the SAID HOUSE i.e. H.No 321-A and House  $No_{\Lambda}^{32/4}$  along with the SAID PLOT occupied by the PARTY OF THE FIRST PART in favour of the PARTY OF THE SECOND PART .

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AND WHEREAS the total consideration agreed to be paid by the PARTY OF THE SECOND PART to the PARTY OF THE FIRST PART is Rs. 80,00,000/- (Rupees Eighty lakhs only) the same being payable the manner desired by the PARTY OF THE SECOND PART, being :

mamount of Rs 20,00,000/- payable to Mrs Luiza Dsouza and her huspand Mr. Percy Lawrence D'Souza ;

amount of Rs 20,00,000/- payable to Mrs Fatima Mathias and er husband Mr. Silvester Mathias ;

c) An amount of Rs 20,00,000/- payable to Mr Ryan Alphonso and Mrs Michelle Viviena Alphonso to their Power of Attorney Mr. Savio Anthony Mathias;

d) An amount of Rs 20,00,000/- payable to Mrs Hilda Fernandes, Mr. Warren Fernandes and Miss Vanessa Fernandes

AND WHEREAS in terms agreed upon , the PARTY OF THE FIRST PART has vacated and handed over to the PARTY OF THE SECOND PART the vacant physical possession of the said Mundkarial dwelling house being the House No. 321-A and House No. (34/4) which comprises of the dwelling house structure of 150 sq metres and the surrounding area of 421 sq metres, totally admeasuring 571 square metres, situated in the SAID PROPERTY described more particularly in the SCHEDULE - I.

The PARTY OF THE SECOND PART has paid to the PARTY OF THE FIRST PART the total consideration of Rs. 80,00,000/- as agreed upon and the PARTY OF THE FIRST PART confirms the receipt of the same in full and final settlement of ALL their rights and claims in respect to the SAID PLOT along with the Mundkarial dwelling house structure thereon. The PARTY OF THE FIRST PART specifically declare that they have no further demand or claims of any nature whatsoever from the PARTY OF THE SECOND PART in respect to the Mundkarial dwelling house structure and/or in respect to the SAID PLOT .

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# NOW THIS DEED OF CONVEYANCE WITNESSES AS UNDER:

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- 1. That in consideration of the receipt of an amount of Rs. 80,00,000/-(Rupees Eighty lakhs only) paid by the PARTY OF THE SECOND PART to the PARTY OF THE FIRST PART in the manner as appearing the Schedule III hereunder written, the PARTY OF THE FIRST RT do hereby relinquish all their rights , possession, occupation and interest in the Mundkarial dwelling house structure i.e. H. No 3/21-A and House No (34/4), admeasuring an area of 150 square metres and the surrounding area of 421 square metres, i.e. the SAID PLOT admeasuring in all an area of 571 square metres and do hereby assign , grant , convey , transfer and assure unto the PARTY OF THE SECOND PART ALL that vacant possession of the Mundkarial dwelling house structure along with the surrounding area i.e. the SAID PLOT on "AS IS WHERE IS AND WHAT IT IS BASIS", the same forming a portion of the property bearing Survey No. 29/1 of the Village of Candolim in the Taluka and Sub-District of Bardez in the State of Goa described more particularly in the SCHEDULE -II hereunder written, absolutely, forever and free from all encumbrances or charges of any kind whatsoever, in favour of the PARTY OF THE SECOND PART herein along with all rights, privileges, appurtenances of whatsoever nature in or to the said Mundkarial dwelling house and the SAID PLOT together with all rights, title, interests, claims and demands of whatsoever nature to the PARTY OF THE SECOND PART herein to or upon the said Mundkarial dwelling house and the SAID PLOT hereby conveyed and every part thereof to hold the same unto the PARTY OF THE SECOND PART absolutely and forever as their own.
  - 2. The PARTY OF THE FIRST PART assures the PARTY OF THE SECOND PART that they are the absolute owners in actual and exclusive possession of the said Mundkarial dwelling house along with the SAID PLOT admeasuring in all 571 square metres and that no other person/s has any right, title, interest or claim in or upon the said Mundkarial dwelling house and/or the SAID PLOT.

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3. The PARTY OF THE FIRST PART further assures the PARTY OF THE SECOND PART that if at any time, there is any claim from any person whomsoever to the said Mundkarial dwelling house and/or the SAID PLOT, it shall be the sole responsibility and liability of the PARTY OF THE FIRST PART to settle the same , without any liability hatsoever to the PARTY OF THE SECOND PART.

The PARTY OF THE FIRST PART hereby undertakes to unconditionally indemnify the PARTY OF THE SECOND PART against any defect in the title or against any claim or demand whatsoever in respect to the said Mundkarial dwelling house and/or the SAID PLOT including the costs/expenses of litigations, if any, that may be incurred by the PARTY OF THE SECOND PART to defend their title to the said Mundkarial dwelling house along with the SAID PLOT.

5. The PARTY OF THE FIRST PART has paid all taxes, cesses, rates and • other outgoings prior to the date of this Deed concerning the said Mundkarial dwelling house and/or the SAID PLOT. It shall be the duty and responsibility of the PARTY OF THE SECOND PART to bear any expenses and statutory taxes that may be incurred in connection with the said Mundkarial dwelling house as from the execution of this Deed.

6. The PARTY OF THE FIRST PART has on this day handed over the vacant physical possession of the said Mundkarial dwelling house along with the SAID PLOT and has put the PARTY OF THE SECOND PART in possession of the said Mundkarial dwelling house along with SAID PLOT and has handed over all the documents pertaining to the said Mundkarial dwelling house and the SAID PLOT to the PARTY OF THE SECOND PART, and the PARTY OF THE FIRST PART has No Objection for the demolition of the said Mundkarial - dwelling house immediately on the execution of these presents .

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The PARTY OF THE FIRST PART further undertakes to execute at the cost of the PARTY OF THE SECOND PART such other and further documents, to more perfectly convey the said Mundkarial dwelling house and/or the SAID PLOT and also to facilitate the PARTY OF THE SECOND PART herein to develop the SAID PROPERTY.

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The PARTY OF THE FIRST PART further covenants that the said Mundkarial dwelling house along with SAID PLOT is free from all encumbrances or charges of any kind whatsoever.

- 9. The PARTY OF THE FIRST PART agrees and undertakes to pay the Panchayat Taxes and betterment levies in respect of the said Mundkarial dwelling house along with the SAID PLOT till the date of this conveyance and the PARTY OF THE SECOND PART shall not be burdened on this account.
- 10.It is specifically agreed by the Parties herein that after conveying the possession of the said Mundkarial dwelling house along with the SAID PLOT, in favour of the PARTY OF THE SECOND PART, the ownership rights over the same shall vest exclusively in the PARTY OF THE SECOND PART and that the PARTY OF THE FIRST PART has no subsisting rights of any nature whatsoever in the SAID PROPERTY.

200

11. The party of the FIRST PART hereby give their express consent and their No Objection to the party of the SECOND PART to enable the party of the SECOND PART to approach the concerned authorities such as Town & Country Planning Department, North Goa Planning & Development Authority, Forest Department, P.W.D, Electricity Department, Pollution Control Board, Health Department, Ministry of Environment & Forest, office of the Mamlatdar, Office of the Collector/Deputy Collector, Panchayat Authorities etc so as to facilitate the party of the SECOND PART to carry out development activities/related approvals in the SAID PROPERTY/Dwelling House/SAID HOUSE on execution of this present Conveyance Deed.

Muthin Funathias ADouge Mongs

The party of the FIRST PART also gives their express consent to the party of the SECOND PART for carrying out development activities on the SAID PLOT presently occupied by the PARTY OF THE FIRST PART and propose construction upon demolition of the existing dwelling bouse upon execution of this Conveyance Deed.

The PARTY OF THE FIRST PART assures to produce to the PARTY OF THE SECOND PART a disconnection certificate issued by the econocrned Department of Electricity and P.W.D. (Water Works) functioning earlier in the said dwelling house in proof of effecting disconnection of the electric and water supply that may be in the name of party of the FIRST PART or their family members or in the name of any members of Co-occupant if any.

The PARTY OF THE FIRST PART hereby consent to delete the name of their predecessor in interest from the Record of rights for Mutation and from the House Tax records and if desired to include the name of the PARTY OF THE SECOND PART therein .

14. The PARTY OF THE FIRST PART is not the member of any Scheduled Caste or Scheduled Tribe .

15. The total consideration paid is Rs. 80,00,000/- which is the fair and reasonable market price of the said Mundkarial dwelling house in an old and dilapidated condition along with the SAID PLOT and this Deed therefore is drawn on a Stamp duty of Rs. 3,60,000/- (Rupees three lakhs sixty thousand only) which has been borne by the PARTY OF THE SECOND PART .

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### SCHEDULE I (SAID PROPERTY)

Algorithm of the state of Goa, described in the Office of Land Registration Office of Bardez under No.3234 of Book B-9, (New) and described under old Cadastral survey No. 1459 and bounded as follows:-

On or towards the East: - By Communidade de Candolim

On or towards the West: - By Municipal road, property of Jeronimo S Antonio Piedade e Souza, Berta I Pires e Souza, Pedro Lourenco F Ferrao and Laxmi Sinai Bobo e Caculo

On or towards the North: - By property of Pedro de Souza

On or towards the South: - By property of Agostinho do Carmo Lobo and Amalia J Soares and others

### SCHEDULE II (SAID PLOT)

All that PLOT comprising of 571 square metres forming a portion of the property known as "MUDDO GRANDE" also known as BAMAN VADO described more particularly in the Schedule I hereinabove written along with the Mundkarial dwelling house thereon in an old and dilapidated condition admeasuring 150 square metres, this Plot admeasuring **571** square metres being bounded on or towards the:-North: - By remaining part of the property bearing Survey No 29/0

- now 29/1
- South: By remaining part of the property bearing Survey No 29/0 now 29/1
- East: By remaining part of the property bearing Survey No 29/0 now 29/1

West: - By remaining part of the property bearing Survey No 29/0

Doouza Hotonz & thigh - mathias

now 29/1

ii)

### SCHEDULE III SCHEDULE OF PAYMENT

An amount of Rs 20,00,000/- paid to Mrs Luiza Dsouza and her
An amount of Rs 20,00,000/- paid to Mrs Luiza Dsouza and her
An amount of Rs 20,00,000/- paid to Mrs Luiza 19,80,000
An observe a sum of Rs 20,000/- (Rupees Nine lakhs ninety thousand only) drawn on
Bank of India, Campal branch in favour of Luiza D'souza ;
Vide cheque No 006832 dated 14.9.2015 for a sum of Rs 9,90,000/- (Rupees Nine lakhs ninety thousand only) drawn on
Soudon of Rs 14.9.2015 for a sum of Rs 9,90,000/- (Rupees Nine lakhs ninety thousand only) drawn on
Bank of India, Campal branch in favour of Luiza D'souza;

An amount of Rs 20,00,000/- paid to Mrs Fatima Mathias and her husband Mr. Silvester Mathias (Net after TDS 19,80,000) vide Cheque No 006833 dated 14.9.2015 for a sum of Rs19,80,000/-(Rupees Nineteen lakhs eighty thousand only) drawn on Bank of India, Campal branch in favour of Fatima Mathias;

iii) An amount of Rs 20,00,000/- paid to Mr Ryan Alphonso and Mrs Michelle Viviena Alphonso to their Power of Attorney Mr. Savio Anthony Mathias (Net after TDS 19,80,000) vide Cheque No 006834 dated 14.9.2015 for a sum of Rs19,80,000/- (Rupees Nineteen lakhs eighty thousand only) drawn on Bank of India, Campal branch in favour of Savio Mathias;

iv) An amount of Rs 20,00,000/- paid to Mrs Hilda Fernandes , Mr. Warren Fernandes and Miss Vanessa Fernandes (Net after TDS 19,80,000) vide Cheque No 006835 dated 14.9.2015 for a sum of Rs19,80,000/- (Rupees Nineteen lakhs eighty thousand only) drawn on Bank of India, Campal branch in favour of Hilda Fernandes;

ADsoce za Mesorez S Muthing - Swathias

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THESS WHEREOF the parties hereto have set and subscribed respective hands, the day and year first hereinabove written.

GOA STANED AND DELIVERED BY THE WITHINNAMED PARTY OF THE FIRST PART 1A

> MRS LUIZA DSOUZA alias MRS. LUISA FERNANDES e D' SOUZA (OF THE FIRST PART)

Left hand finger prints

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291 Right hand finger prints









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IGNED AND DELIVERED BY THE WITHINNAMED PARTY OF THE FIRST PART 1B

R PERCY LAWRENCE D'SOUZA alias

(OF THE FIRST PART)

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MR. PRCY D'SOUZA

GOF

Left hand finger prints











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Right hand finger prints









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15 TRUE COPY AND DELIVERED BY ITHINNAMED PARTY OF THE FIRST PART 1C S FATIMA MATHIAS (OF THE FIRST PART) 女 Right hand finger prints eft hand finger prints 1... 2..... 2..... 3..... 3..... 4 5..... 5 Doouza Hungthias high Pherellthim



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WITHINNAMED PARTY OF THE FIRST PART 1E & IF

MR RYAN JOACHIM ALPHONSO alias RYAN ALPHONSO and MRS MICHELLE VIVIENA ALPHONSO Both represented herein by their duly appointed Power of Attorney Holder MR. SAVIO ANTHONY MATHIAS (OF THE FIRST PART)

Left hand finger prints

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Right hand finger prints

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NED AND DELIVERED BY WITHINNAMED PARTY OF THE FIRST PART 1G IH & II

MRS HILDA VAZ alias HILDA FERNANDES: MR WARREN FERNANDES and MISS VANESSA MONICA FERNANDES All parties represented herein by their duly appointed Power of Attorney Holder MR. SAVIO ANTHONY MATHIAS (OF THE FIRST PART) Left hand finger prints









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19 TRUE COPY ELIVERED BY HINNAMED PARTY OF THE SECOND PART DEVASHRI REAL ESTATE DEVELOPERS wision of Devashri Nirman Limited Liability Partnership) through its constituted Attorney and Sr.Manager (Liaison & Leasing) SHRI.NANDAN KAMAT HELEKAR OF THE SECOND PART. Deearc Right hand finger prints Left hand finger prints 1. ..... 2. ..... 2. ... 3. ..... 3. 5. ..... 5.

IN PRESENCE OF WITNESSES

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2. Anand R. Rednelar Delvela Ook Anthing Swathing





Presented at 03:21:00 PM on 15-09-2015 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	280000.00
2	Processing Fees	730.00
	Total :	280730.00

Stamp Duty Required: 360000.00

Stamp Duty Paid: 360000.00

ndan Kamat Helekar presenter

Name	Photo	Thumb Impression	Signature	
Nandan Kamat Helekar,s/o Late Dr. Govind Kamat Helekar, Married,Indian,age 40 Years,Service,r/oBuilding No 9 UG- 1, kamat Plaza, St. Inez Panaji Goa. The Sr. Manager (Liaison & Leasing) of M/s Devashri Real Estate Developers (a Division of Devashri Nirman Limited Liability Partnership) vide POA dated 10.08.2012 executed before Sub			Acceler	
Registrar of Panaji Ilhas Goa Sr. No. 8/12.	1			
mp. Naik				
rio. soluka y - Taluka Jiiy Date:	Endorsements			
Executant 322024/0//				

1. Nandan Kamat Helekar, s/o Late Dr. Govind Kamat Helekar, Married, Indian, age 40 Years, Service, r/oBuilding No 9 UG-1, kamat Plaza, St. Inez Panaji Goa. The Sr. Manager (Liaison & Leasing) of M/s Devashri Real Estate Developers (a Division of Devashri Nirman Limited Liability Partnership) vide POA dated 10.08.2012 executed before Sub Registrar of Panaji Ilhas Goa Sr. No. 8/12.

Photo	Thumb Impression	Signature



Anthony Mathias, s/o Mr. Sylvester Ignatius Mathias, Married, Indian, age 37 Years, Business, r/oHouse /A, Behind Primary Health Center, Vaddi, Candolim, Bardez, Goa. PAN No. AOZPM7823C. As a POA /A, Behind Primary Health Center, Vaddi, Candolim, Bardez, Goa. PAN No. AOZPM7823C. As a POA for the Vendor No. 1E and 1F- Ryan Alphonso and Michelle Alphonso- vide POA dated 18/06/2015 r for the Vendor No. 1E and 1F- Ryan Alphonso and Michelle Sr. No. 1555 at page 67 dated 18/06/2015. cuted before the Notary Adv. M. D. Yadav at Mumbai under Sr. No. 1555 at page 67 dated 18/06/2015.

	•Thumb Impression	Signature
Photo		Q
		-AMUUUUUU

3. Savio Anthony Mathias, 1. Our. Sylvester Ignatius Mathias, Married, Indian, age 37 Years, Business, r/oHouse No. 506/A, Behind, Primary, Health Center, Vaddi, Candolim, Bardez, Goa. PAN No. AOZPM7823C. As a POA holder for the Version No. 45, 1H and 1I- Hilda Fernandes, Warren Fernandes and Vanessa Fernandes- vide POA dated 20/06/2015 excluded before the Notary Adv. C. L. Francis at Mumbai under Sr. No. 289 at page 67 dated



4 . Luiza Dsouza alias Luisa Fernandes e D'Souza, d/o Late Mathias Camilo Lawrenco Fernandes, Married,Indian,age 73 Years,House-Wife,r/o Joe Quenny House, 1st Floor, Flat No. 1, 59 Kalina St. Cruz East Mumbai 400 025. PAN No. ANJPD5035E.

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5 . Percy Lawrence D'Souza alias Prcy D'Souza, s/o Lawrence/D'Souza, Married, Indian, age 68 Years, retired, r/oJoe Quenny House, 1st Floor, Flat No. 1, 59 Kalina St. Cruz East Mumbai 400 025. PAN No. AAMPD7307D.

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6 . Fatima Mathias, w/o Sylvester Mathias, Married, Indian, age 65 Years, House-Wife, r/o House No. 506/A,
 Behind Primary Health Center, Vaddi, Candolim, Bardez, Goa. PAN No. AGGPM8877R.

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ster Mathias, s/o Anton Mathias, Married,Indian,age 67 Years,Business,r/o House No. 506/A. Behind y Health Center, Vaddi, Candolim, Bardez, Goa. PAN No. ASVPM8668F. Authil Thumb Impression Photo Identificati Signature Witness Details AnandiR. Pednekar , s/o late Ravlu Pednekar, UnMarried, Indian, age 60 Years, self employed, r/o Ansabhat Mapusa Bardez Goa. ofen at Sr Mr. Rajesh Sawant , s/o Narayan Sawant, Married, Indian, age 45 Years, Service, r/o H.No. B-201, Gopika Vihar, Taleigao, Tiswadi, Goa. No. 1 2 Registrar hiltinde Sub 1 - neigist CARDE? ed by C-DAC, ACTS, Pune 

Book-1 Document Registration Number BRZ-BK1-08534-2015 CD Number BRZD774 on Date 02-11-2015 1 Sub-Registrar (Bardez ) CUNI Scanner By: Saclanand LDE Signature: Imporselar Designed and Developed by C-DAC, ACTS, Pune 10 Siveschot 1 Naik m P X z. Taluka siry Date: 3-2-2024 TRUE COPY The Bar CERTIFIED TRUE COPY OF ORIGINAL REG. NO. JHII 2015 DATED 18 11 15-~ L SHRI FRANCIS D'BOUZA NOTARY FOR TISWADI TALUKA STATE OF GOA (INDIA)



#### 100004851987



#### Date : 21/09/2015

Date: 21/09/2015		नमुनान न व न0	Page 1 of 2	
Taluka	BARDEZ		Survey No.	29
तालुका			सर्वे नंबर	
Village	Candolim		Sub Div. No.	0
गांव			हिस्सा नंबर	
Name of the Field	Baman Vado		Tenure	
शेताचें नांव			सत्ता प्रकार	
Cultivable Area (Ha.Ar	s.Sa.Mtrs) लागण क्षेत्र (हे. आर. चौ. मं	<b>1</b> )		

Dry Crop जिरायत	Garden बागायत	– Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र	
0000.00.00	0001.73.86	0000.00.00	000.00.00	0000.00.00	0000.00.00	0001.73.86	

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

Class वर्ग (अ) 0000.0	) वर्ग (ब) एकूण नापिक जामीन	Grand Total एकूण 0001.79.36	Remarks शेरा		
Asse आकार	ssment : Rs. 0.00 Foro Rs. 0.00 फोर	Predial प्रेदियाल	Rs. 0.00	Rent रेंट Rs.	0.00
S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks	शेरा
1	Suraj Mohan Sinai Bobo Caculo		14860		
2	Mahadev Mohan Sinai Bobo Caculo alias Manoj Mohan Caculo		14860		
3	Anna Rita Fernandes		36038		
4	Magdalene Dias	1.1.1	37404		
5	% Dayanand Amonkar	2010	38728		
6	M/S Devashri Real Estate Developers		34296		

% Right acquired under Section 16 of Mundkar Act and Section 17 is applicable.

S.No.	Name of the Tenant कुळाचे नांव			. Mutation N फेरफार नं		Remarks शेरा
1	NilNilNil					
Name of	Rights इतर हक्क Person holding rights and nature of rights: धारण करणा-याचे नांव व हक्क प्रकार			utation No. रफार नं	Rem शेरा	arks
House b House & Fernande House & House a	nut and W. C. belongs to Ludriana Fernandes elongs to Ramakant Krishna Vadkar a tere hut belongs to Mathias Camilo Lourenco es two huts belongs to Anton Fernandes and two huts belongs to Sebastiana Souza and two huts belongs to Luis Vaz		1:	224		OFFICE IN CHARGE LAND RECORDS
					2	6/1/2001 RD (7376) lated: 22/10/2001 thinx Inform Private Limit

Ethinx Inform Private Limite Date of Issue Place Panaji - Goa

#### 100004851987



Date : 21/09/2015

Taluka BARDEZ

तालुका Village Candolim

गांव

Name of the Field Baman Vado शेताचें नांव Page2 of 2SurveyNo.29सर्वे नंबर29Sub Div. No.0हिस्सा नंबर0हिस्सा नंबर0सत्ता प्रकार0

#### Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator	Mode रीत	Season मौसम	Name of Crop	Irrigated बागायत	Unirrigated जिरायत	P	Available for नापिक जमीन	Source of irrigation	Remarks शेरा
	लागण करणा-याचे नांव	तागण करणा-याचे पिकाचे नांव			Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Ha.Ars.So.Mts	सिंचनांचा प्रारि		
	Nil								12102	

End of Report

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

OFFICE IN CHARGE LAND RECORDS VIDE GOVERNMENT ORDER 28/1/2001 RD (7376) dated: 22/10/2001 Ethink Inform Private Limited Date of Issue PI3ce Pamaji - Goa



### GOVERNMENT OF GOA Directorate of Settlement and Land Records PANAJI - GOA



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Compared By: Dilip Tamoskar (D'Man Gr. I)

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