

**FORM I & XIV**

100017080235

Date : 19/05/2023

नमुना नं १ व १४

Page 1 of 1

Taluka BARDEZ
तालुका
Village Reis-Magos
गांव
Name of the Field
शेताचें नांव

Survey No. 38
सर्वे नंबर
Sub Div. No. 2-A
हिस्सा नंबर
Tenure
सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.37.16	0000.00.19	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.37.35

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

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जामीन	Grand Total एकूण
0000.00.00	0000.02.65	0000.02.65	0000.40.00

Dy. Coll. Order No. 15/353/2011/Part/Land/DC-II
dated 10/09/2012

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	M/S. EVERNEST LUXURY HOMES LLP		79298	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	-----Nil-----			

Other Rights इतर हक्क Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार	Mutation No. फेरफार नं	Remarks शेरा
-----Nil-----		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for Cultivation नापिक जमीन Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation सिंचनांचा प्रारि	Remarks शेरा
	-----Nil-----									

End of Report

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

Phone No-9030888833
Sold Transferred To:
EVERNEST LUXURY HOME
For TRUSTED Proof:
Pan-AAJEE2450K



1372500/-

9030888833
9030888833
9030888833

For CITIZENS
CO-OP BANK LTD

[Signature]

Notary



2021-BP-4107

02/11/2021

DEED OF SALE



12 MAY 2023

For Everest Luxury Homes LLP

Jasvinder Singh

Partner

For Ajcon Infra Projects Pvt Ltd

[Signature]
(Director)

For Everest Luxury Homes LLP

[Signature]

Partner

THIS DEED OF SALE is made at Mapusa, Taluka Bardez - Goa, on this 28th day of the month of October of the year Two Thousand and Twenty One.



BETWEEN

M/S. AJCON INFRA PROJECTS PVT. LTD. (formerly known as M/s. Jagati Estate Developers Pvt. Ltd.), a company registered under the Indian Companies Act 1956, having its Registered Office at 101 Samarth, 151 Lt. P.N. Kotnis Road, Off Hinduja Hospital, Mahim-West, Mumbai 400016 having PAN No.



For Ajcon Infra Projects Pvt Ltd

Laapich
Director

For Everest Luxury Homes LLP

Amrinder
Partner

For Everest Luxury Homes LLP

Jasvinder Singh
Partner

2 MAY 2023

[REDACTED], through its Director,
MR. ANUJ AJMERA, son of Mr.
 Ashok Ajmera, aged 39 years,
 married, businessman, having PAN
 No. [REDACTED] and AADHAR
 Card No. [REDACTED], Mobile
 No **9820732721**, Indian National,
 resident of 1003-04, Atlanta Manor,
 Western Express Highway, Malad-
 East, Mumbai - 400097, duly
 authorized vide Board of Resolution
 dated 27th July 2021, hereinafter
 referred to as the VENDOR (which
 expression shall unless repugnant to
 the context or meaning thereof be
 deemed to mean and include their
 heirs, successors, legal
 representative, executors,

For Evernest Luxury Homes LLP

For Evernest Luxury Homes LLP

For Ajera Infra Projects Pvt Ltd.

Partner

Partner

(Director)



administrator and assigns) of the
FIRST PART.

AND

**M/S. EVERNEST LUXURY HOMES
LLP**, Limited Liability Partnership
registered at the Registrar of
Companies, Mumbai, having its
registered office at 304, Floor 3, Plot
506A, Doli Chambers, Bhaskarrao,
Kargutkar Marg, Strand Cinema,
Colaba, Mumbai, Maharashtra -
400005, having PAN Card No.
[REDACTED], represented by its
Partners, (a) **MR ASHWIN
NARWEKAR**, son of Mr. Suresh
Murari Narwekar, aged 47 years,
married, businessman, having PAN

For Evernest Luxury Homes LLP

[Signature]
Partner

For Evernest Luxury Homes LLP

[Signature]
Partner

For Ajcon Infra Projects Pvt. Ltd.

[Signature]
(Director)



Card No. [REDACTED] and AADHAR
 Card No. [REDACTED] and
 Mobile No. **9930888833**, Indian
 National, resident of 8/7, Bradys
 Flats, Sorabh Bharucha Road, Opp.
 Shiv Mandir, Colaba, Mumbai,
 Maharashtra, 400005, **(b) MR**
JASMINDER SINGH ARORA, son of
 Mr. Gurbachan Singh Arora, aged 60
 years, married, businessman, having
 PAN Card No. [REDACTED] and
 AADHAR Card No. [REDACTED]
 and Mobile No. **9821162645**, Indian
 National, resident of 1805, Valencia
 Building, Off Link Road, Sundervan
 Complex, Andheri West, Mumbai
 Azad Nagar Mumbai - 400053, duly
 authorized vide resolution passed in
 meeting held on **22nd October 2021**,

For Evernest Luxury Homes LLP

[Signature]
 Partner

For Evernest Luxury Homes LLP

[Signature]
 Partner

For Ajcon Infra Projects Pvt. Ltd.

[Signature]
 (Director)



hereinafter called the "**PURCHASER**"
(which expression shall unless
repugnant to the context or meaning
thereof include all its transferees,
executors, administrators,
successors, legal representatives
and assigns) of the **SECOND PART**;



WHEREAS there exists ALL THAT
land known as "**FREIRICHEM
BATTA**", situated at Village **Reis
Magos**, within the jurisdiction of
Village Panchayat of Reis Magos,
Taluka and Sub-District of Bardez,
District of North Goa, State of Goa,
which property is not described in
the Land Registration Office but
enrolled in the Taluka Revenue
Office under Matriz No. 112 and

For Evernest Luxury Homes LLP

[Signature]
Partner

For Evernest Luxury Homes LLP

[Signature]
Partner

For Ajcon Infra Projects Pvt. Ltd.

[Signature]

(Director)



comprising holdings bearing Survey Nos. 71(part), 41(part), 37/1(part), 37/2(part), 38/2, 71, 41, 37/8, 37/9, 37/10, 37/2 and 37/1 which property is more particularly described in **Schedule I** and is hereunder written and hereinafter referred to as the **SAID BIGGER PROPERTY**.

AND WHEREAS the SAID BIGGER PROPERTY known as **FREIRICHEM BATTA** originally belonged to The Patriarchate of East Indies also known as Partiacado Das Indias Orientais also known as Archdiocese of Goa and Daman and also known as Santa Monica Convent.



For Evernest Luxury Homes LLP

For Evernest Luxury Homes LLP

For Ajcon Infra Projects Pvt. Ltd.

Partner

Partner

(Director)

AND WHEREAS vide Deed of Lease dated 14/06/2000 duly registered before the Sub-Registrar of Ilhas under registration No. 1504 at pages 475 to 504 of Book No. I Volume No. 872 dated 01/08/2000, the said The Patriarchate of East Indies also known as Partiacado Das Indias Orientais also known as Archdiocese of Goa and Daman and also known as Santa Monica Convent gave it on 99 (Ninety Nine) years lease on the payment of lease rent of Rs. 1,53,250/- for the PLOT admeasuring **4000 sq. mts.** forming part of the SAID BIGGER PROPERTY known as **FREIRICHEM BATTA** which plot is more particularly described in Schedule II and the



For Ajcon Infra Projects Pvt. Ltd.

[Signature]

(Director)

For Evernest Luxury Homes LLP

[Signature]

Partner

For Evernest Luxury Homes LLP

[Signature]

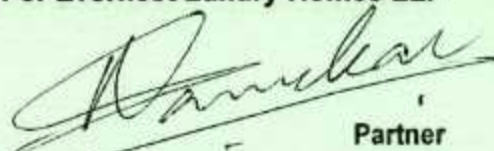
Partner



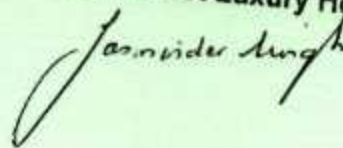
same is hereunder written and hereinafter referred to as the **SAID PROPERTY**, in favour of Mr. Prabhakar Venkatesha Bhandare alias Prabacar Venctexa Bhandari.

AND WHEREAS vide Deed of Sub-Lease and Assignment dated 09/09/2007, duly registered before Sub-Registrar of Bardez, Mapusa - Goa under registration No. 4656 at pages 214 to 235 of Book No. I Volume No. 2284 dated 17/09/2007, the said Mr. Prabhakar Venkatesha Bhandare alias Prabacar Venctexa Bhandari sub-leased and assigned the **SAID PROPERTY** admeasuring **4000 sq. mts.** forming part of the **SAID BIGGER PROPERTY** known as

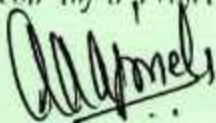
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner


For Ajean Infra Projects Pvt. Ltd



(Director)



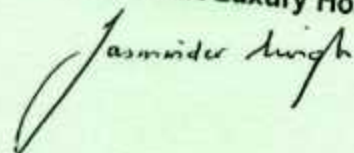
FREIRICHEM BATTA for remaining 76 (Seventy Six) years on the payment of lease rent of Rs. 4,00,000/- in favour of M/s. Ajcon Infra Projects Pvt. Ltd. formerly known as M/s. Jagati Estate Developers Pvt. Ltd.

 **AND WHEREAS** vide Deed of Sale dated 31/03/2009 registered before Sub-Registrar of Bardez, Mapusa - Goa under No. 1027 at pages 98 to 110 of Book I, Volume No. 2799 dated 25/05/2009, the said The Patriarchate of East Indies also known as Partiacado Das Indias Orientais also known as Archdiocese of Goa and Daman and also known as Santa Monica Convent sold the

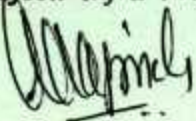
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt. Ltd



(Director)

John Insig Pro,
 [Signature]

Ramdeo
Partner

Jasminde Singh

(Director)



AND WHEREAS the SAID PROPERTY, admeasuring 4000 sq. mts. forming part of the SAID BIGGER PROPERTY known as FREIRICHEM BATTA was partitioned by the said M/s. Ajcon Infra Projects Pvt. Ltd. formerly known as M/s. Jagati Estate Developers Pvt. Ltd. and a separate survey Number i.e. Survey No. 38/2-A was allotted to the SAID PROPERTY.

AND WHEREAS in view of above, Vendor hereinabove became absolute owner in possession of the SAID PROPERTY admeasuring 4000 sq. mts. bearing Survey No. 38/2-A of Village Reis Magos, Bardez - Goa.

For Evernest Luxury Homes LLP

For Evernest Luxury Homes LLP

For Ajcon Infra Projects Pvt. Ltd.

Partner

Partner

(Director)



AND WHEREAS vide conversion Sanad dated 26/08/2021 bearing No. 4/175/CNV/AC-III/2021/1094 issued by the Additional Collector - III, North Goa District, Mapusa- Goa the area admeasuring 3215 sq. Mts. From the said Plot of Land bearing Survey No. 38/2-A (Part 1&2) of Village Reis Magos, Bardez - Goa was converted for residential with 80 FAR.

AND WHEREAS Public Notice dated 04/09/2021 was published in Gomantak (Marathi) and Navhind Times and Public Notice dated 07/09/2021 was published in

For Evernest Luxury Homes LLP

[Signature]
Partner

For Evernest Luxury Homes LLP

[Signature]
Partner

For Ajson Infra Projects Pvt. Ltd.

[Signature]
(Director)



Herald wherein objections within a period of 15 days from the date of publication were invited from the general public for sale of the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.** forming part of the SAID PROPERTY known as **FREIRICHEM BATTA** by the VENDOR and after elapse of 15 days no objection are received.



AND WHEREAS the VENDOR has agreed with the PURCHASER for the absolute sale of the SAID PROPERTY and PURCHASER has agreed to purchase the SAID PROPERTY for the total consideration of **RS. 3,05,00,000/-** (Rupees Three Crores Five Lakhs Only).

For Everest Luxury Homes LLP

[Signature]
Partner

For Everest Luxury Homes LLP

[Signature]
Partner

For Nicon Infra Projects Pvt. Ltd.

[Signature]
(Director)



NOW THIS DEED OF SALE

WITNESSETH AS UNDER:-

1. That in consideration of payment of RS. 3,05,00,000/- (Rupees Three Crores Five Lakhs Only) which amount after deduction of TDS @ 1% equivalent to Rs. 3,05,000/- (Rupees Three Lakhs Five Thousand Only) works out to Rs.3,01,95,000/- (Rupees Three Crores One Lakh Ninety Five Thousand Only), is paid by the PURCHASER in the manner more particularly stipulated in the Schedule III hereunder, which receipt of entire consideration, the VENDOR does hereby admits and acknowledges, and does hereby

For Evernest Luxury Homes LLP

[Signature]

Partner

For Evernest Luxury Homes LLP

[Signature]

Partner

For Ajcon Infra Projects Pvt. Ltd.

[Signature]

(Director)



conveys and transfers by Deed of Sale in favour of PURCHASER all its right, title, interest, ownership and possession in the SAID PROPERTY, which property is more particularly described in Schedule II hereunder and which property is delineated in **RED** in the plan annexed hereto as **Annexure- I** together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PROPERTY belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto AND ALL



For Everest Luxury Homes LLP

For Everest Luxury Homes LLP

For Ajcon Infra Projects Pvt Ltd

Partner

Partner

(Director)



ESTATE rights, title, interest, claim and demand of the VENDOR into or upon the SAID PROPERTY hereby conveyed to the PURCHASER and every part thereof to have unto and hold the same to the use of the PURCHASER together with title deeds, writings and other evidence of the title as originally pass on such sale.

2. That VENDOR does hereby assures and represents to the PURCHASER that the SAID PROPERTY hereby sold is free from any encumbrances whatsoever and VENDOR has absolute title and exclusive right

For Evernest Luxury Homes LLP

[Signature]

Partner

For Evernest Luxury Homes LLP

[Signature]

Partner

For Icon Infra Projects Pvt. Ltd.

[Signature]

(Director)



to convey the SAID PROPERTY by way of Sale, and there are no impediments whatsoever against such disposition. The VENDOR covenants that the SAID PROPERTY is free from any restraint order or injunction order passed by any court of law, and is also free from any adverse observation in any decree of any court. The VENDOR covenants that there is no litigation pending regarding the SAID PROPERTY and there is no claim by any third party against this property on any account whatsoever, and that there is no dispute pending regarding the SAID PROPERTY.



For Evernest Luxury Homes LLP

[Signature]

Partner

For Evernest Luxury Homes LLP

[Signature]

Partner

For Ajcon Infra Projects Pvt Ltd

[Signature]

(Director)



The VENDOR declares that it has not agreed to sell the SAID PROPERTY or any portion thereof to any other person/persons whomsoever and that it has not done anything whereby the SAID PROPERTY or any part thereof may be subject to any attachment or lien of any court or person whosoever or mortgaged to any person/s or institution and no litigation is pending in any court of law or before any government authority in respect of the SAID PROPERTY and it is not subject to any acquisition nor has the VENDOR received any notice or notification of the SAID

For Everest Luxury Homes LLP

Raminder Singh

Partner

For Everest Luxury Homes LLP

Jasvinder Singh

Partner

For Aicon Infra Projects Pvt. Ltd

Amit

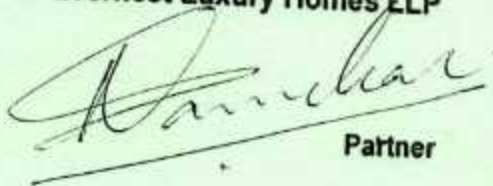
(Director)



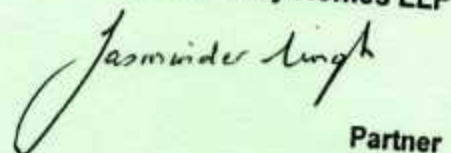
PROPERTY. The VENDOR further declares that it is not aware of any proceedings, at any stage, pertaining to acquisition of the SAID PROPERTY by any authority or government department.

3. The possession of the SAID PROPERTY is hereby given to the PURCHASER pursuant to the sale in terms hereto by VENDOR and the same has been handed over to PURCHASER pursuant to the execution of this present Sale Deed

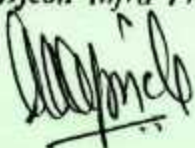
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt. Ltd



(Director)



4. That the PURCHASER shall be entitled to apply for mutation in the Record of Rights of the SAID PROPERTY to Schedule II hereunder written. The PURCHASER shall also be entitled to apply for and transfer in their favour, the said Property hereby purchased in all other public records, village records, etc. and the vendor shall fully co-operate with the Purchaser for the same.

5. That the VENDOR covenants that incase any defect is found in the title of the VENDOR to the SAID PROPERTY hereby sold and/or in the present

For Everest Luxury Homes LLP

For Everest Luxury Homes LLP

For Ajcon Infra Projects Pvt. Ltd.

Partner

Partner

(Director)



conveyance, then VENDOR does hereby agrees and undertakes to clear the defects in the title and obtain necessary clearance and execute necessary deeds, confirmations and papers at the request of PURCHASER and at the cost of the VENDOR for more perfectly conveying the part sold unto PURCHASER.



6. The VENDOR hereby assures and represents to the PURCHASER that there are no third party rights of whatsoever nature in respect of the SAID PROPERTY by way of easements, prescription and/or any other proprietary rights of whatsoever

For Evernest Luxury Homes LLP

[Signature]
Partner

For Evernest Luxury Homes LLP

[Signature]
Partner

For Ajcon Infra Projects Pvt Ltd

[Signature]

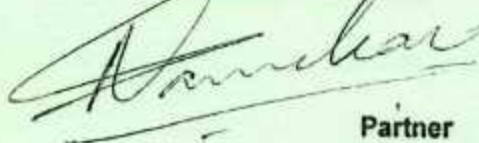
(Director)



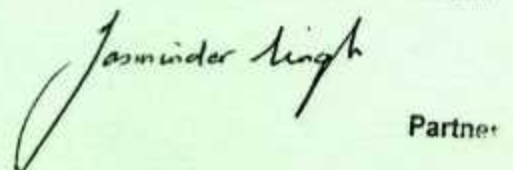
nature on account of long user and/or continuous possession and indemnifies the PURCHASER in case of any valid and legally subsisting claim, objections from any persons with regard to the same.

7. That VENDOR does hereby assures, repeats and reiterates to the PURCHASER that the SAID PROPERTY hereby sold is free from any encumbrances whatsoever and VENDOR has absolute title and exclusive right to convey the said part by way of sale.

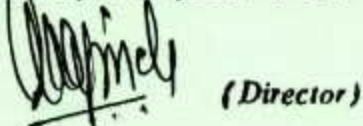
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt Ltd


(Director)

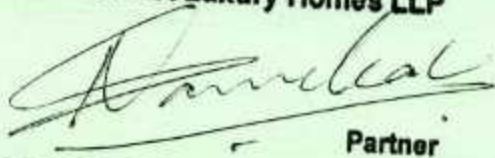


8. That on the execution of this Deed of Sale, PURCHASER shall and may at all times hereinafter peacefully and quietly enter into and possess the SAID PROPERTY hereby sold without any hindrance, claim, interruption or demand whatsoever from the VENDOR or from any person claiming through or under it.

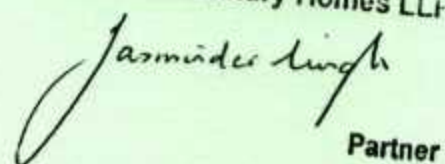


9. That VENDOR shall at all times hereinafter indemnify and keep indemnified the PURCHASER and its transferees against any loss, damages, costs, charges, expenses, if any, suffered by reason of defect of title in the SAID PROPERTY or any breach

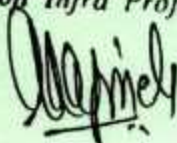
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt Ltd


(Director)

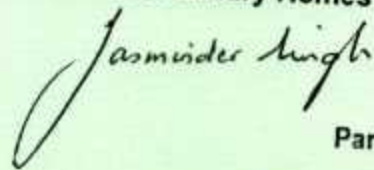
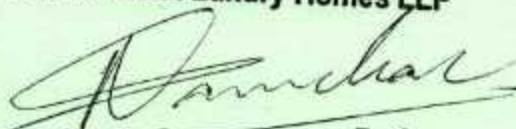


of the covenants of this present Deed of Sale or any valid and legally subsisting claim by any claimant.

10. That VENDOR for himself, his heirs, executors, administrators doth hereby covenant with the PURCHASER that the representations made by him herein, including but not limited to those under recitals hereinabove are true and THAT he shall indemnify, keep indemnified, defend and hold harmless the PURCHASER, his successors, assigns, on demand, from and against all or any claims, demands, losses or

For Evernest Luxury Homes LLP

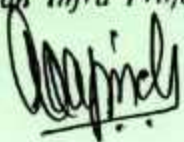
For Evernest Luxury Homes LLP



For Ajcan Infra Projects Pvt Ltd

Partner

Partner



(Director)

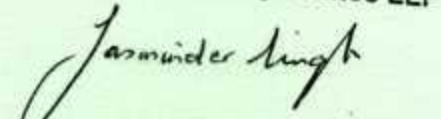


damages, liabilities, costs, expenses (including reasonable attorney fees), actions, suits, penalties, premium, proceedings, consequences of whatsoever nature occurring or arising in connection with and/or arising out of or on account of any representation (including in respect of the marketable title of the VENDOR in respect of the SAID LARGER PROPERTY and/or the said property) above mentioned being false, inaccurate or misleading or any claim being made by any third party and/or any statutory authority or body or any default

For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt Ltd


(Director)

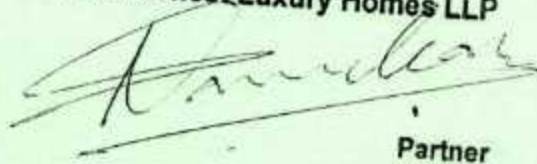


or breach of any provisions contained in this Deed.

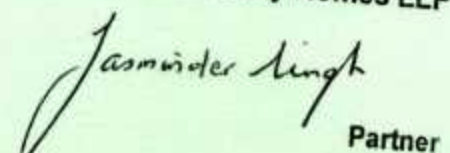
11. All the expenses whatsoever for the transfer of the SAID PROPERTY including Stamp Duty, Court Fee, Registration charges etc. will be borne by the PURCHASER.

12. All the original documents relating to the title of the SAID PROPERTY are handed over to the PURCHASER at the time of execution of this DEED OF SALE.

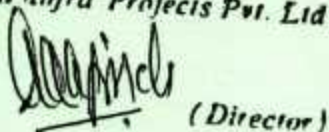
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt. Ltd


(Director)



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



14. Price paid corresponds to the market value of the SAID PROPERTY and accordingly stamp duty of **Rs. 13,72,500/- (Rupees Thirteen Lakhs Seventy Two Thousand Five Hundred Only)** has been affixed herewith. The said Stamp Duty has been paid by the PURCHASER.

For Evernest Luxury Homes LLP

[Signature]
Partner

For Evernest Luxury Homes LLP

[Signature]
Partner

For Ajcon Infra Projects Pvt Ltd

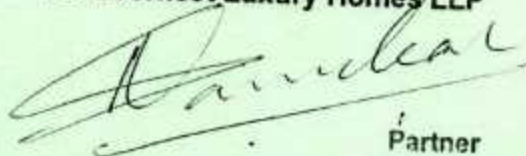
[Signature]
(Director)



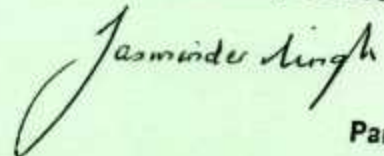
SCHEDULE - I**(DESCRIPTION OF THE SAID
BIGGER PROPERTY)**

ALL THAT land known as
"FREIRICHEM BATTA", situated at
 Village **Reis Magos**, within the
 jurisdiction of Village Panchayat of
 Reis Magos, Taluka and Sub-District
 of Bardez, District of North Goa,
 State of Goa, which property is not
 described in the Land Registration
 Office but enrolled in the Taluka
 Revenue Office under Matriz No. 112
 and comprising holdings bearing
 Survey Nos. 71(part), 41(part),
 37/1(part), 37/2(part), 38/2, 71, 41,
 37/8, 37/9, 37/10, 37/2 and 37/1
 and bounded as under:

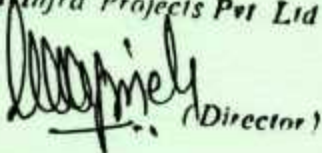
For Everest Luxury Homes LLP


 Partner

For Everest Luxury Homes LLP


 Partner

For Ajcon Infra Projects Pvt Ltd

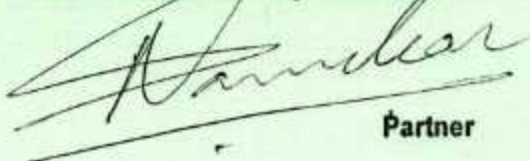

 (Director)


North : By the property
"Valverde" number
113 and "Quinta"
number 117.

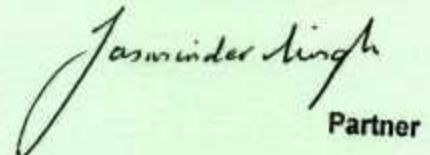
South : By the property
"Betim Pequeno"
number 111, by
public road and
property "Quinta"
number 117.

East : By the property
"Betim Pequeno"
number 111 and by
the hill of the
Comunidade of
Pilerne.

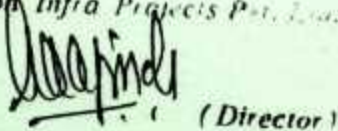
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt. Ltd.


(Director)



West : By the road, by the property "Valverde" number 113, by the hill of the Comunidade of Pilerne, by the property "Mani Batta" number 119 and by the property "Xelaunem Batta" or "Revechem Batta" number 112.



SCHEDULE - II

(DESCRIPTION OF THE SAID PROPERTY)

All that PLOT OF LAND admeasuring **4000 sq. mts.** bearing Survey No. 38/2-A of Village Reis

For Evernest Luxury Homes LLP

[Signature]
Partner

For Evernest Luxury Homes LLP

[Signature]
Partner

For Ajcon Infra Projects Pvt. Ltd.

[Signature]
(Director)



Magos, Bardez - Goa forming part of
the SAID BIGGER PROPERTY known
as **FREIRICHEM BATT**A more
particularly described in SCHEDULE
I hereinabove and the same is
bounded as under:



Towards North : By the
internal
access road;

Towards South : By nallah
and the
remaining
part of the
original
bigger
property
surveyed
under

For Evernest Luxury Homes LLP

[Signature]
Partner

For Evernest Luxury Homes LLP

Jaswinder Singh
Partner

For Ajcon Infra Projects Pvt Ltd

[Signature]
(Director)



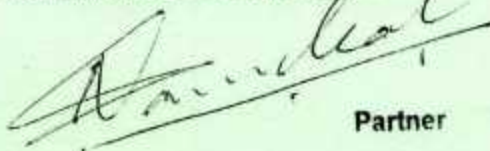
Survey No.

38/2;

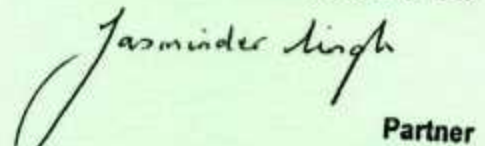
Towards East : By the
remaining
part of the
original
bigger
property
surveyed
under
Survey No.
38/2 and
nallah;

Towards West : By the road

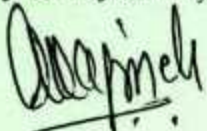
For Everest Luxury Homes LLP


Partner

For Everest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt Ltd


(Director)



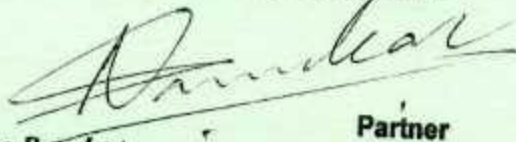
SCHEDULE - III
(CONSIDERATION)

i) Cheque bearing No. 000086,
dated 02/09/2021 drawn on
HDFC Bank, for Rs. 61,10,000/-
(Rupees Sixty One Lakhs Ten
Thousand Only) in favour of
Vendor.

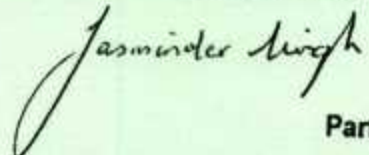
ii) Cheque bearing No. 258026,
dated 25/10/2021 drawn on
HDFC Bank, for Rs. 25,00,000/-
(Rupees Twenty Five Lakhs Only)
in favour of Vendor

iii) Transferred by RTGS bearing No.
UTIBR52021102800358758,
dated 28/10/2021 by AXIS

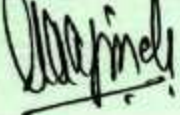
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcon Infra Projects Pvt Ltd



(Director)

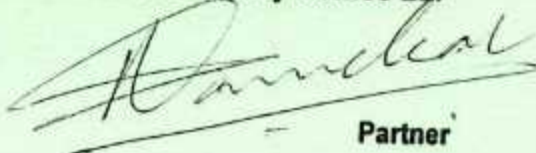


Bank, for Rs. 2,15,85,000/-
(Rupees Two Crores Fifteen
Lakhs Eighty Five Thousand
Only) in favour of Vendor

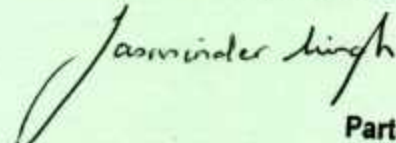
iv) TDS deducted @ 1% equivalent
to Rs. 3,05,000/- (Rupees
Three Lacs Five Thousand
Only)

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

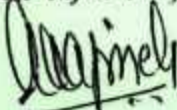
For Evernest Luxury Homes LLP


Partner

For Evernest Luxury Homes LLP


Partner

For Ajcan Infra Projects Pvt Ltd


(Director)



SIGNED SEALED AND DELIVERED
BY THE WITHINAMED VENDOR
For Ajcon Infra Projects Pvt Ltd

Anuj Ajmera
(Director)



M/S. AJCON INFRA PROJECTS
PVT. LTD. through its Director,
MR. ANUJ AJMERA,
L.H.F. Prints R.H.F. Prints



For Evernest Luxury Homes LLP

Harinder
Partner

For Evernest Luxury Homes LLP

Jaswinder Singh
Partner

For Ajcon Infra Projects Pvt Ltd

Anuj Ajmera
(Director)



SIGNED, SEALED AND DELIVERED)
by ~~For Everest Luxury Homes LLP~~ PURCHASER)

Ashwin Narwekar

..... Partner
M/S. EVERNEST LUXURY HOMES
LLP, represented by its Partner,
MR ASHWIN NARWEKAR,
L.H.F. Prints R.H.F. Prints



For Ajcon Infra Projects Pvt. Ltd. For Everest Luxury Homes LLP

Asghar Ali

(Director)

Ashwin Narwekar

Partner

For Everest Luxury Homes LLP

Jasvinder Singh

Partner



SIGNED, SEALED AND DELIVERED)
by the undersigned PURCHASER)

Jasminde Singh

Partner....

**M/S. EVERNEST LUXURY HOMES
LLP**, represented by its Partners,
(b) MR JASMINDER SINGH ARORA,
L.H.F. Prints R.H.F. Prints



Jasminde Singh

.....

.....

.....

.....

.....

.....

.....

.....

TRUE COPY

Jasminde Singh
21/5/2023
Adv. S. N. Dhanoo
Notary Govt. Of India
Regd. No. 15378 MUMBAI (MS)
404-405, 4th Floor, Devnar House,
197/199, Near Central Camera Bldg.,
D.N. Road, Fort, Mumbai - 400001.

For Everest Luxury Homes LLP

Jasminde Singh

Partner

For Everest Luxury Homes LLP

Jasminde Singh

Partner

2 MAY 2023

For Ajcon Infra Projects Pvt Ltd

Jasminde Singh

(Director)



In the presence of:-

1. Pooja K. K. P.

2. Samiksha Malik [for]

For Evernest Luxury Homes LLP

[Signature]
Partner

For Evernest Luxury Homes LLP

Jasvinder Singh
Partner

For Ajcon Infra Projects Pvt Ltd

[Signature]
(Director)





4107/2021

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

CBAR 121-18642



Plan Showing plots situated at
Village : REIS-MAGOS
Taluka : BARDEZ
Survey No./Subdivision No. : 38/
Scale : 1 : 1000

2-A

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



SURVEY No. 38

For Ajcon Infra Projects Pvt Ltd

For Everest Luxury Homes LLP

Partner

For Everest Luxury Homes LLP

Partner

Generated By : Mitali Naik (D'Man Gr II)

On : 02-08-2021

Compared By: Bask7





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 02-Nov-2021 11:16:51 am

Document Serial Number :- 2021-BRZ-4107

Presented at 11:11:13 am on 02-Nov-2021 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	1372500
2	Registration Fee	915000
3	Mutation Fees	2500
4	Processing Fee	4080
Total		2294080

Stamp Duty Required :1372500/-

Stamp Duty Paid : 1372500/-



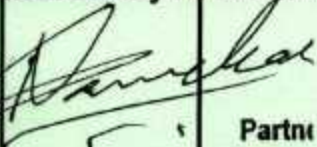


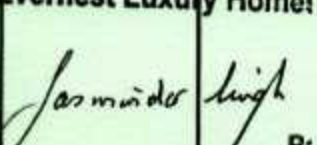
SEAL OF Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ASHWIN NARWEKAR ,Father Name:Suresh Murari Narwekar, Age: 47, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 8-7, Bradys Flats, Sorabh Bharucha Road, Opp. Shiv Mandir, Colaba Mumbai Maharashtra 400005, Address2 PAN No.: [REDACTED]			For Evernest Luxury Hom

Executer


Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ANUJ AJMERA , Father Name:Ashok Ajmera, Age: 39, Marital Status: ,Gender:Male,Occupation: Business, 1003- 04, Atlanta Manor, Western Express Highway, Malad - East, Mumbai 400097, PAN No.: [REDACTED]			For Ajcon Infra Projects P L Director



Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	ASHWIN NARWEKAR , Father Name:Suresh Murari Narwekar, Age: 47, Marital Status: ,Gender:Male,Occupation: Business, 8-7, Bradys Flats, Sorabh Bharucha Road, Opp. Shiv Mandir, Colaba Mumbai Maharashtra 400005, PAN No.: _____			For Evernest Luxury Homes LL  Partne
3	JASMINDER SINGH ARORA , Father Name:Gurbachan Singh Arora, Age: 60, Marital Status: ,Gender:Male,Occupation: Business, 1805, Valencia Building, Off Link Road, Sundervan Complex, Andheri West Mumbai Azad Nagar Mumbai 400053, PAN No.: _____			For Evernest Luxury Homes  P4

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
	Name: SAMIKSHA SANJIT NAIK, Age: 40, DOB: , Mobile: 9545249914 , Email: , Occupation: Service , Marital status : Married , Address: 403110, Carambolim, Tiswadi, North Goa, Goa			
2	Name: PRAKASH ANKUSH KAMBLE, Age: 36, DOB: , Mobile: 9271595766 , Email: , Occupation: Self Employed , Marital status : Married , Address: 403507, H. No. 128/9 Dattawadi Datta Temple Mapusa , H. No. 128/9 Dattawadi Datta Temple Mapusa , Mapusa, Bardez, North Goa, Goa			


Sub Registrar

SUB-REGISTRAR
BARDEZ

Document Serial Number :- 2021-BRZ-4107



Document Serial No:-2021-BRZ-4107

Book :- 1 Document

Registration Number :- **BRZ-1-4005-2021**

Date : 03-Nov-2021



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

**SUB-REGISTRAR
BARDEZ**



Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 02-Nov-2021 11:19:21

Date of Receipt: 02-Nov-2021

Receipt No : 2021-22/9/2621

Serial No. of the Document : 2021-BRZ-4107

Nature of, Document : **Conveyance - 22**

Received the following amounts from **ASHWIN NARWEKAR** for Registration of above Document in Book-1 for the year 2021

Registration Fee	915000	E-Challan	• Challan Number : 202101054181 • CIN Number : CPABDYNOR7	915000
Processing Fee	4080	E-Challan	• Challan Number : 202101054181 • CIN Number : CPABDYNOR7	4380
Total Paid	919380 (Rupees Nine Lakh Nineteen Thousands Three Hundred And Eighty only)			

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL
Please handover the Registered Document to the person named below

Name of the Person Authorized :

Dipali Naik

Naik

Specimen Signature of the Person Authorized

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **02-Nov-2021**

Signature of the person receiving the Document

For Evernest Luxury Homes LLP

Partner

Signature of the Presenter

Signature of the Sub-Registrar



2/2

2 MAY 2023



OFFICE OF THE ADDITIONAL COLLECTOR-III, NORTH GOA DISTRICT, MAPUSA GOA

No. 4/175/CNV/AC-III/2021/1094

Dated: 26/08/2021

Read: Application dated 02/08/2021 received from M/s. Ajcon Infra Projects Pvt Ltd, Office at 1FF, First Floor, Navgauri Apts, N.H-17, Provorim-Goa received u/s 32 of LRC 1968.

SANAD

SCHEDULE-II

(See Rule 7 of the Goa Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1969).

Whereas an application has been made to the Collector of North Goa (Hereinafter referred to as "the Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under section 32 of the Goa Land Revenue Code, 1968 (hereinafter referred to as "the said code" which expression shall, where the context so admits include the rules and orders thereunder M/s. Ajcon Infra Projects Pvt Ltd, Office at 1FF, First Floor, Navgauri Apts, N.H-17, Provorim-Goa being the occupant of the plot registered under Survey No. 38 Sub Div No. 2-A (Part-1&2) Situated at Reis-Magos Village, Bardez Taluka (hereinafter referred to as "the applicant, which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use the plots of land (hereinafter referred to as the "said plot") described in the Appendix I hereto, forming a part Survey No. 38/2-A (Part-1&2) admeasuring 3215 Sq. Mtrs be the same a little more or less for the purpose of Residential with 80 F.A.R.

Now, this is to certify that the permission to use for the said plots is hereby granted, subject to the provisions of the said Code, and rules thereunder, and on the following conditions, namely:-

1. Levelling and clearing of the land - The applicant shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted, to prevent insanitary conditions.

2. Assessment - The applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules thereunder with effect from the date of this Sanad.

3. Use - The applicant shall not use the said land and building erected or to be erected thereon for any purpose other than Residential without the previous sanction of the Collector.

4. Liability for rates - The applicant shall pay all taxes, rates and cesses liable on the said land.

5. Penalty clause - (a) If the applicant contravenes any of the foregoing conditions, the Collector may, without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code, continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

(b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as specified in that behalf by the Collector, and on such removal or alteration not being carried out, recover the cost of carrying out the same from the applicants as arrears of land revenue.

6.a) If any information furnished by the applicant for obtaining the Sanad is found to be false at a later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the applicant.

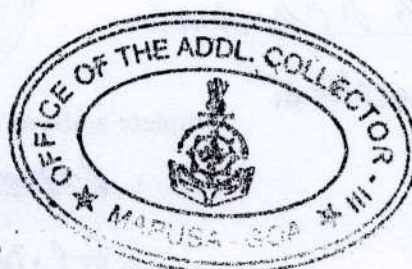
b) If any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the construction/development carried out shall be at the cost and risk of the applicant.

c) The necessary road widening set-back is to be maintained before any development in the land

d) Traditional access passing through the plot, if any, shall be maintained.

e) No trees shall be cut except with prior permission of the competent authority.

7. Code provisions applicable - Save as herein provided the grant shall be subject to the provisions of the said Code and rules there under.



...2/-

2 MAY 2023



- 2 -
APPENDIX - I

Length and Breadth		Total Superficial Area	Forming (part of Survey No. or Hissa No.	BOUNDARIES				Remarks
North to South	East to West							
1	2	3	4	5				6
				North	South	East	West	
62.00 Mts	64.00 Mts	2485	Survey No. 38 Sub Div No. 2-A(Part 1)	Survey No. 38 Sub Div. No. 2 & ROAD	Survey No. 38 Sub Div No. 2-A & NALLA	Survey No. 38 Sub. Div No. 2	NALLA	
60.Mts	18.00 Mts	730	Survey No. 38 Sub Div No. 2-A(Part 2)	ROAD	Survey No. 38 Sub Div No. 2-A& NALLA	Survey No.38 Sub Div No. 2-A (Part1) NALLA	ROAD	
	Total Area	3215 Sq. mts						

Village : Reis-Magos.
Taluka : Bardez

Remarks:-

1. The applicant has paid conversion Fees of Rs. 578700/- (Rupees Five Lakhs Seventy Eight Thousand Seven Hundred Only) vide e-challan No. 202100813097 dated 25/08/2021.
2. As per TCP Certificate No. TPBZ/ZON/8787/RM/TCP-2021/3113 dated 03/08/2021 the plot falls in Settlement Zone with permissible FAR 80.
3. The Survey No. 38/2-A of Reis-Magos Village is not in Private Forest identified by Sawant, Karapurkar and Thomas Committee.
4. The Conversion has been recommended by the Mamlatdar of Bardez Taluka vide his report No.MAM/BAR/CI-II/Conv/2021/3706 dated 10/08/2021.
5. This Sanad is issued for conversion of an area for Residential purpose only. The development /construction in the plot shall be governed as per laws/rules in force.
6. Traditional access, passing through the plot, if any shall be maintained..
7. Mundkarial rights and Mundkarial area should not be disturbed and should be protected if any

In witness whereof the ADDITIONAL COLLECTOR III OF NORTH GOA District, has hereunto set his hand and the seal of this Office on behalf of the Governor of Goa by M/s. Ajcon Infra Projects Pvt Ltd, Office at 1FF, First Floor, Navgaauri Apts, N.H-17, Provorum-Goa here also hereunto set his hand on this 26th day of August, 2021.

(Signature)

(Anuj Ajmera)
Authorized Signatory for
Ajcon Infra Projects Pvt Ltd
Applicant

(Signature)
26-08-21
(Mahadev J. Araundekar)
Additional Collector III
North Goa District



Signature and Designation of Witnesses

(Signature) *(Signature)* & *(Signature)*

2. *(Signature)* & *(Signature)*

Complete address of Witness

1. *(Signature)* Aldina Barde - Goa
2. *(Signature)* Ribunder oia Goa



Contd....3/-

We declare that by Anuj Ajmera authorized signatory for Ajcon Infra Projects Pvt Ltd, Office at 1FF, First Floor, Navgauri Apts, N.H-17, Pervorim-Goa who have signed this Sanad is, to our personal knowledge, the person he/She represents themselves to be, and that he/She has affixed his/her signature hereto in our presence.

1. Shudhkar Sanjay A Chodmker

2. Sanjay S. Chaudhary

To,

1. The Town Planner, Town and Country Planning Department Mapusa.
2. The Mamlatdar of Bardez Taluka.
- 3 The Inspector of Survey and Land Records, Mapusa - Goa
4. The Sarpanch, Village Panchayat Reis-Magos, Bardez -Goa.



2 MAY 2023

3

1920-1921

1920-1921

1920-1921





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



PLAN
Of the Land bearing Sub. Div. No.2-A (Part 1) & 2-A (Part 2) of Survey No.38,
Situated at Reis-Magos village of Bardez Taluka,
Applied by M/s Ajcon Infra Projects Pvt. Ltd.,
Conversion of use of land from agricultural into non-agricultural
purpose, vide Case No. 4/175/CNV/AC-III/2021/1005 dated 11-08-2021,
From the Office of the Additional Collector-III, Mapusa-Goa.

SCALE 1:1000

- ☐ AREA APPLIED TO BE CONVERTED 2-A(PART 1) ----- 2485 Sq. Mts.
☐ AREA APPLIED TO BE CONVERTED 2-A(PART 2) ----- 730 Sq. Mts.

TOTAL AREA TO BE CONVERTED -----3215 Sq. Mts.



(RAJESH R. PATKUCHELKAR)
INSPECTOR OF SURVEYS & LAND RECORDS
CITY SURVEY MAPUSA

TRUE COPY

21/5/2023

Adv. S. N. Dhanage
Notary Govt. Of India
Regd. No. 15376 MUMBAI (MIS)
404-405, 4th Floor, Dhanu House,
197/199, Near Central Cinema, Bldg.
D.N. Road, Fort, Mumbai - 400001.

PREPARED BY

[Signature]

SAMIR A. NAIK
Field Surveyor

VERIFIED BY

[Signature]

YOGESH B. MASHELKAR
Head Surveyor

26-08-21
ADDITIONAL COLLECTOR - III
North Goa District,
Mapusa - Goa

SURVEYED ON: 12/08/2021

FILE No. 8/CNV/MAP/244/2021

FOR ALL INFORMATION

MAINTAIN - GOS

MAINTAIN - GOS

MAINTAIN - GOS

MAINTAIN - GOS

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MAINTAIN - GOS

MAINTAIN - GOS

MAINTAIN - GOS



Shivan S. Desai
ADVOCATE

Off:
603, Ambrosia Corporate Park
6th Floor, Patto,
Panaji-Goa
shivandesai@sdlegal.co.in
Mobile No 9822102911

TITLE REPORT

To,
M/S. EVERNEST LUXURY HOMES LLP,
having its registered office at 304,
Floor 3, Plot 506A, Doli Chambers,
Bhaskarrao, Kargutkar Marg,
Strand Cinema, Colaba,
Mumbai - 400005.

I. I have perused the photocopies of the following documents:

- a) Survey Records Form I& XIV bearing Survey No. 38 Sub-Division No. 2-A of Village Reis Magos, Baredz - Goa.
- b) Registo Do Agremensor
- c) Auto De Demarcacao
- d) Old Cadastral Survey Plan
- e) Manual Form I & XIV
- f) Form IX



- g) Corre sponding Certificate dated 11/01/2021 bearing No. 9(02)-120/DSLRL-2020/3497 issued by Directorate of Settlement & Land Records, Panaji - Goa
- h) Deed of Lease dated 14/06/2000 duly registered before the Sub-Registrar of Ilhas under registration No. 1504 at pages 475 to 504 of Book No. I Volume No. 872 dated 01/08/2000
- i) Deed of Sub-Lease and Assignment dated 13/09/2007, duly registered before the Sub-Registrar of Bardez, Mapusa - Goa under registration No. 4656 at pages 214 to 235 of Book No. I Volume No. 2284 dated 17/09/2007
- j) Deed of Sale dated 31/03/2009 registered before Sub-Registrar of Bardez, Mapusa - Goa under No. 1027 at pages 98 to 110 of Book I, Volume No. 2799 dated 25/05/2009



- k) Deed of Sale dated 21/05/2009, registered before the Sub Registrar of Bardez, Mapusa - Goa under Registration No. 1047 at pages 256 to 267 Book No 1 Volume no 2800 dated 05/06/2009
- l) Land Use Zoning Certificate bearing Ref. No. TPBZ/ZON/5853/RM/TCP-19/1084 dated 08/02/2019 issued by the Senior Town Planner, Town and Country Planning Department, Mapusa - Goa
- m) Conversion Sanad dated 26/08/2021 bearing No. 4/175/CNV/AC-III/2021/1094 issued by the Additional Collector-III, North Goa District, Mapusa - Goa
- n) Deed of Sale dated 28/10/2021, registered before the Sub Registrar of Bardez, Mapusa - Goa under Registration No. BRZ-1-4005-2021 dated 03/11/2021



o) NIL Encumbrance Certificate dated 27/08/2021
bearing No. 1821/2021

p) Survey Plan

II. DESCRIPTION OF THE PROPERTY:

SCHEDULE I

ALL THAT PROPERTY known as "FREIRICHEM BATTA", situated at Village Reis Magos, within the limits of the Village Panchayat of Reis Magoa, Taluka and Registration Sub-District of Bardez, District North Goa, State of Goa which property is neither registered in the Land Registration Office but bearing Revenue No. 112 and comprising holdings bearing Survey Nos. 71(Part), 41(Part), 37/2(Part), 38/2, 71, 41, 37/8, 37/9, 37/10, 37/2 and 37/1, and is bounded as follows:

North : By the property "Valverde" number 113
and "Quinta" number 117.



- South : By the property "Betim Pequeno" number 111, by public road and property "Quinta" number 117.
- East : By the property "Betim Pequeno" number 111 and by the hill of the Comunidade of Pilerne.
- West : By the road, by the property "Valverde" number 113, by the hill of the Comunidade of Pilerne, by the property "Mani Batta" number 119 and by the property "Xelaunem Batta" or "Revechem Batta" number 112.

This property shall hereinafter referred to as the **SAID PROPERTY**.

SCHEDULE II

ALL THAT PLOT OF LAND admeasuring 4000 sq. mts., bearing Survey No. 38/2-A of Village Reis Magos, forming part of the **SAID PROPERTY** and is bounded as follows:

Towards North : By the internal access road;



Towards South : By nallah and the remaining
part of the original bigger
property surveyed under Survey
No. 38/2;

Towards East : By the remaining part of the
original bigger property
surveyed under Survey No.
38/2 and nallah;

Towards West : By the road

This property shall hereinafter referred to as the **SAID
PLOT OF LAND** admeasuring **4000 sq. mts.**

III. TRACING OF PARTIES TITLE:

1. The **SAID PROPERTY** is neither described nor
inscribed in the Land Registration Records.
Inscription and Description Certificates are
records maintained during the Portuguese Regime
wherein the record of title was maintained.
Portuguese Regime in Goa continued upto 1961 and



post 1961, the Land Registration records are not updated. However the said records are still recognized by the Courts and departments for the purpose of title to the property. In terms of the system then prevailant, every property had a description number which describes the property and a corresponding inscription number which records the name of the owner of the same which document is referred to as Description & Inscription Certificate. In terms of the Portuguese Law which is still applicable in Goa and in terms of the principles of law laid down by the courts in Goa, the Inscription & Description Certificate (Land Registration Certificate) is a title document for all legal and practical purposes and therefore the same is a vital document for assessment of title to the property.

2. However the Registo Do Agremensor and Cadastral Survey Records reveal that the **SAID PROPERTY** bears old Cadastral Survey No. 1917 originally



belonged to Convent of Saint Monica (Convento de Santa Monica).

3. Corresponding Certificate dated 11/01/2021 bearing No. 9(02)-120/DSLRL-2020/3497 issued by Directorate of Settlement & Land Records, Panaji - Goa reveals that the **SAID PROPERTY** bearing Old Cadastral Survey No. 1917(Part) corresponds to survey No. 38/2-A(Part) of Village Reis Magos, Bardez - Goa.
4. *The Correspondence Certificate issued by Directorate of Settlement and Land Records would establish the co-relation between the old cadastral survey record and the present Goa Settlement records and assists in identifying the property for the purpose of due diligence.*
5. Cadastral Survey Records and Registo Do Agrimensor are land records which were promulgated during the Portuguese Regime under



the Codigo De Registo Rules. Under the said Rules, the said cadastral Survey Records and Registo Do Agrimensor were prepared on the basis of Ownership of the property and not just on the basis of possession. Although the said Registo is not a document of title, the same is indicative of the ownership status at the time of the survey and the absence of Description and Inscription Certificate can be considered for the purpose of devolution of ownership.

6. Vide Deed of Lease dated 14/06/2000 duly registered before the Sub-Registrar of Ilhas under registration No. 1504 at pages 475 to 504 of Book No. I Volume No. 872 dated 01/08/2000, the said The Patriarchate of East Indies also known as Partiacado Das Indias Orientais also known as Archdiocese of Goa and Daman gave on 99 (Ninety Nine) years lease on the payment of lease rent of Rs. 1,53,250/- for the PLOT admeasuring **4000 sq. mts.** forming part of the SAID PROPERTY known as



FREIRICHEM BATTA which plot is more particularly described in Schedule II hereinabove and hereinafter referred to as the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, in favour of Mr. Prabhakar Vednkatesha Bhandare alias Prabacar Venctexa Bhandari.

7. Vide Deed of Sub-Lease and Assignment dated 13/09/2007, duly registered before the Sub-Registrar of Bardez, Mapusa - Goa under registration No. 4656 at pages 214 to 235 of Book No. I Volume No. 2284 dated 17/09/2007, the said Mr. Prabhakar Vednkatesha Bhandare alias Prabacar Venctexa Bhandari sub-leased and assigned the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, forming part of the SAID PROPERTY known as **FREIRICHEM BATTA** for remaining 76 (Seventy Six) years on the payment of lease rent of Rs. 4,00,000/- in favour of Jagati Estate Developers Pvt. Ltd.



8. Vide Deed of Sale dated 31/03/2009 registered before Sub-Registrar of Bardez, Mapusa – Goa under No. 1027 at pages 98 to 110 of Book I, Volume No. 2799 dated 25/05/2009, the said Patriarchate of East Indies also known as Partiacado Das Indias Orientais also known as Archdiocese of Goa And Daman also known as Santa Monica Convent, through The Patriarch of East Indies also known as Patriarch of Indias Orientais, Most Rev. Fr. Filipe Neri Ferrao sold the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, forming part of the SAID PROPERTY known as **FREIRICHEM BATTA** in favour of Mr. Prabhakar Venkatesh Bhandare alias Prabacar VencTexa Bhandari.

9. Vide Deed of Sale dated 21/05/2009, registered before the Sub Registrar of Bardez, Mapusa – Goa under Registration No. 1047 at pages 256 to 267 Book No 1 Volume no 2800 dated 05/06/2009, the said Mr. Prabhakar Venkatesh Bhandare alias



Prabacar Venctexa Bhandari sold the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, forming part of the SAID PROPERTY known as **FREIRICHEM BATTA** in favour of M/s. Ajcon Infra Projects Pvt. Ltd. formerly known as M/s. Jagati Estate Developers Pvt. Ltd.

10. The **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, forming part of the SAID PROPERTY known as **FREIRICHEM BATTA** was partitioned by the said M/s. Ajcon Infra Projects Pvt. Ltd. formerly known as M/s. Jagati Estate Developers Pvt. Ltd. and a separate survey Number i.e. **Survey No. 38/2-A** was allotted to the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**

11. Vide Conversion Sanad dated 26/08/2021 bearing No. 4/175/CNV/AC-III/2021/1094 issued by the Additional Collector-III, North Goa District, Mapusa – Goa the area admeasuring **3215 sq. mts.** from the **SAID PLOT OF LAND** bearing Survey **No. 38/2-A**



(Part 1 & 2) of Village Reis Magos, Bardez – Goa was converted for Residential with 80 FAR.

12. Public Notice dated 04/09/2021 was published in Gomantak (Marathi) and Navhind Times and Public Notice dated 07/09/2021 was published in Herald wherein objections within a period of 15 days from the date of publication were invited from the general public for sale of the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.** forming part of the SAID PROPERTY known as **FREIRICHEM BATTA** by the said M/s. Ajcon Infra Projects Pvt. Ltd. and after elapse of 15 days no objection are received.

13. Vide Deed of Sale dated 28/10/2021, registered before the Sub Registrar of Bardez, Mapusa – Goa under Registration No. BRZ-1-4005-2021 dated 03/11/2021, the said M/s. Ajcon Infra Projects Pvt. Ltd. formerly known as M/s. Jagati Estate Developers Pvt. Ltd. sold the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.,** forming part of the



SAID PROPERTY known as **FREIRICHEM BATTA** in
favour of M/S. EVERNEST LUXURY HOMES LLP.

14. In view of above, the said **M/S. EVERNEST LUXURY HOMES LLP** became absolute owner in possession of the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, bearing Survey No. 38/2-A of Village Reis Magos, Bardez - Goa.

15. **Form IX:**

in respect of the SAID PROPERTY bearing Survey No. **38/2** of Village Reis Magos, Bardez - Goa clearly shows the name of Santa Monica Convent of the Archdiocese of Goa and Daman as owner of the **SAID PROPERTY**.

Manual Form I & XIV:

in respect of the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, bearing Survey No. 38/2-A of Village Reis Magos, Bardez - Goa clearly shows the name of M/s. Ajcon Infra Projects Pvt. Ltd. The said Manual



Form I & XIV is consistent with the devolution of ownership.

16. In light of above, considering the fact that the Cadastral Survey Records, Registo Do Agrimensor, Correspondence Certificate, Deed of Lease dated 14/06/2000, Deed of Sub-Lease and Assignment dated 13/09/2007, Deed of Sale dated 31/03/2009 and Deed of Sale dated 21/05/2009 and the Survey Records in respect of the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.** forming part of the SAID PROPERTY known as **FREIRICHEM BATTA** have remained unchallenged and the survey records corresponds to the devolution of title and are consistent with the ownership of the present owners and considering the fact that No Objection has been received in pursuance to the public notice, I am of the opinion that **M/S. EVERNEST LUXURY HOMES LLP** has a clear and marketable title in respect of



the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**

IV. **In addition to above, I have to make the following observations:**

1. No tenants/Mundkars are reflected in the survey records of the **SAID PLOT OF LAND.**
2. The Urban Ceiling Act is not applicable to the State of Goa.
3. Conversion Sanad dated 26/08/2021 bearing No. 4/175/CNV/AC-III/2021/1094 issued by the Additional Collector-III, North Goa District, Mapusa - Goa has been furnished to establish that the area admeasuring **3215 sq. mts.** from the **SAID PLOT OF LAND** bearing Survey **No. 38/2-A (Part 1 & 2)** of Village Reis Magos, Bardez - Goa was converted for Residential with 80 FAR.



4. Land Use Zoning Certificate bearing Ref. No. TPBZ/ZON/5853/RM/TCP-19/1084 dated 08/02/2019 issued by the Senior Town Planner, Town and Country Planning Department, Mapusa - Goa has been furnished which reveals that the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, bearing Survey No. 38/2-A of Village Reis Magos, Bardez - Goa falls in "Partly Settlement Zone and Partly Natural cover" as per Regional Plan for Goa 2021. However the said Land Use Zoning Certificate dated 08/02/2019 is valid only for SIX MONTHS from the date of issuance.

V. **EVIDENCE OF POSSESSION:-**

The **SAID PLOT OF LAND** admeasuring **4000 sq. mts.**, bearing Survey No. 38/2-A of Village Reis Magos, Bardez - Goa reflects the name of M/s. Ajcon Infra Projects Pvt. Ltd. in Form I & XIV



issued by the Department of Survey, Government of Goa. **However it is advisable to carry out mutation proceedings and the name of the present owner may be incorporated in respect of the SAID PLOT OF LAND.**

VI. **ENCUMBRANCE ON PROPERTY:-**

I have taken search in the Office of the Sub-Registrar of Mapusa, Bardez - Goa and have not found any registered mortgages in respect of the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.** NIL Encumbrance Certificate dated 27/08/2021 bearing No. 1821/2021 in respect of the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.** is furnished to establish that there is no encumbrance.

CERTIFICATE

From the documents produced from my scrutiny, I hereby certify that **M/S. EVERNEST LUXURY HOMES LLP** has clear and marketable title in respect



of the **SAID PLOT OF LAND** admeasuring **4000 sq. mts.** subject to Observation made at **para V above**

➤ **General Qualifications and Assumptions**

- This report on title is prepared solely on the basis of documents furnished to me as more particularly set out at 'I' above.
- For the purpose of issuing this report on title:
 - (a) I have not carried out a negative search in respect of litigations (i) in relation to the **SAID PLOT OF LAND** and/or (ii) against the larger property; and
 - (b) I have taken the title documents under which Convent of Saint Monica (Convento de Santa Monica) acquired the land as root of title.
- For the purpose of issuing this report on title, I have assumed:
 - (a) the legal capacity of all natural persons, the genuineness of all signatures, the conformity

to original documents of all documents of title submitted to me, asset out at 'I' above, as photocopies or scanned copies and the authenticity of the originals of such documents;

- (b) that the documents of title set out in the report above have not been modified in any manner and are valid, subsisting and remain in force;
- (c) that all the documents relating to the **SAID PLOT OF LAND** and furnished to me have been validly executed and delivered by the parties to them;
- (d) that all documents are within the capacity and powers of each party and have been validly authorized by each party;
- (e) that there are no pending litigations in respect of the **SAID PLOT OF LAND**; and



(f) that names of persons spelt differently in different documents in respect of the **SAID PLOT OF LAND** are the same person.

- The accuracy of this report on title necessarily depends on the documents furnished to me and the information provided to me during the course of my discussions, being true, complete and accurate and which I have assumed to be the case. I therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to me.
- This report on title is confined to the **SAID PLOT OF LAND** only.
- The search conducted at the Office of the Sub-Registrar of Mapusa, Bardez - Goa is subject to non-availability of certain records and certain land registration records being torn at the concerned Sub-Registrar's Office.



Shivan S. Desai
ADVOCATE

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- The availability/existence of the access to the **SAID PLOT OF LAND** is not within the scope of this report.
- A certificate determination, notification, opinion or the like will not be binding on an Indian court or any arbitrator or judicial or regulatory body which would have to be independently satisfied despite any provision in the title documents to the contrary. The report on title has been prepared in accordance with and is subject the laws of India.



Place:- Panaji-Goa.

Date:- 10/01/2022

(Adv. Shivan S. Desai)