

(Rupees Twenty Lakhs Only)

Phone No:
Sold To/Issued To:
UMIYA BUILDERS
For Whom/ID Proof:
S&E/II/VSC/Y2K/851



OCT-28-2022 12:08:56

₹ 2000000/-
TWO ZERO ZERO ZERO ZERO ZERO ZERO

Other
38152991666958936877-00001683
3815299 35/02/03/2021-RDI

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

[Signature]
AUTHORISED SIGNATORY

Name of Purchaser: **M/S UMIYA BUILDERS AND DEVELOPERS**



Sr. No 2022-BR2 - 5312

17/1/22

DEED OF SALE

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[Signature]
[Signature]

(Rupees Twelve Lakhs Ninety Three Thousand One Hundred Only)

Phone No:
Sold To/Issued To:
UMIYA BUILDERS
For Whom/ID Proof:
S&E/11/VSC/Y2K/851



OCT-28-2022 12:11:14

₹ 1293100/-
ONE TWO NINE THREE ONE ZERO ZERO

Other
38152991666969074459-00001684
3815299 35/02/03/2021-RDI

FOR CITIZENCREDIT
CO-OP. BANK LTD.

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AUTHORISED SIGNATORY

Name of Purchaser: **M/S UMIYA BUILDERS AND
DEVELOPERS**



Cor. No. 2022-BR2-5312

17/11/2022

DEED OF SALE

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THIS DEED OF SALE is executed on this Seventeenth day of November, of the year Two Thousand and Twenty Two (17/11/2022) at Mapusa, Taluka Registration & Sub-District of Bardez, District of North Goa, in the State of Goa.

BETWEEN

1. (i) **Mrs. (Dr.) GWENDOLYN CASABELLE FERNANDES alias Dr. GWENDOLYN CASABELLE FERNANDES nee al alias CASABELLE GWENDOLYN FERNANDES alias GWENDOLYN FERNANDES**, daughter of late Pascoal Julius D'Souza, aged about 54 years, married, Indian National, Doctor, holding PAN: [redacted] and Aadhaar: [redacted], resident of C/802, Swayam, Poonam Gardens, Off Mira Bhayender Highway, Opp. S. K. Stone, Mira Road East, Thane Maharashtra - 401 107 and her husband;

(ii) **Mr. JOSE MARIA FERNANDES alias JOSEMARIA FERNANDES**, son of Mr. Santan Kadmu Fernandes, married, aged about 61 years, retired, Indian National, holding PAN : [redacted] and Aadhaar : [redacted], resident of C/802, Swayam, Poonam Gardens, Off Mira Bhayender Highway, Opp. S. K. Stone, Mira Road East, Thane Maharashtra - 401 107, both of them, hereinafter, collectively for the sake of brevity being referred to as the **"VENDORS"** (which expression shall be deemed to mean and include their respective



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legal heirs, administrators legal representatives, executors, successors and /or assigns jointly and/or severally, wherever the context or meaning shall so require or permit) **OF THE ONE PART;**

AND

2. **M/S. UMIYA BUILDERS AND DEVELOPERS**, a Sole Proprietorship Concern, having its Goa Office at G-01, Ground Floor, Umiya Quatro D Commercial, Goa International Airport Road, Dabolim - Goa 403801, represented herein by its Sole Proprietor -**Mr. ANIRUDDHA MEHTA**, son of Mr. Bhanuprasad C. Mehta, aged about 60 years, married, businessman, Indian National, having PAN : _____, resident of Mumbai-Maharashtra, hereinafter, referred to as the "**PURCHASER**" (which expression shall be deemed to mean and include his heirs, administrators legal representatives, executors, successors and /or assigns jointly and/or severally, wherever the context or meaning shall so require or permit) **OF THE OTHER PART;**

(**The said Purchaser - Mr. ANIRUDDHA MEHTA**, son of Mr. Bhanuprasad C. Mehta, aged about 60 years, businessman, married, Indian National, having **PAN:** _____, resident Mumbai- Maharashtra -Proprietor of **M/S. UMIYA BUILDERS AND DEVELOPERS**, a sole proprietorship concern, having its Goa Office at G-01, Ground Floor, Umiya Quatro D Commercial, Goa International Airport Road, Dabolim - Goa 403801, is represented in this Deed for presentation and

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admission by Mr. Surendra M.Naik, son of Murari Naik, aged about 48 years ,married, Indian National, resident of Vasco-Da-Gama,Goa, holding PAN : [redacted] he having being appointed as such attorney in terms of an Indenture of Power of Attorney dated 08/05/2015 executed before the Sub Registrar of Mormugao at Vasco-Da-Gama, Goa, registered under Registration No. [redacted] dated 08/05/2015, notarized certified true copy whereof is filed along with this Deed before the Sub Registrar of Bardez at Mapusa Goa).

WHEREAS:

1. There exists ALL that Property admeasuring **1515.00(one thousand five hundred and fifteen) square meters**, bearing **Survey No.195/23-C** of **Village Candolim, Bardez- Goa**, forming part of the larger property known as "ANNA VAADO" OR "ANNA WADO" also known as "NOMOXIM" alias "NOMOSSO", bearing Survey No. 195/23, admeasuring an area of 5,175.00 square meters (five thousand one hundred and seventy five square meters), consisting of two residential houses bearing Village Panchayat House No. 1243(97/10) and other bearing Village Panchayat House No. 1244(97A/10) found described under Description No. 26942 at page 117 overleaf of Book B- 69, found inscribed under Inscription No. 36737 at page 102 overleaf of Book G- 40 in the Land Registration Office of Bardez, found enrolled in the Taluka Revenue Office under Matriz No. 253 of the second circumscription of the Village Candolim, situated at Candolim, within the limit of Village Panchayat of



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Candolim, Registration Sub- District of Bardez, District Of North Goa, in the State of Goa, more particularly described in Schedule I & II herein below;

(The said property admeasuring 5,175.00 square meters (five thousand one hundred and seventy five square meters), known as "ANNA VAADO" or "ANNA WADO" also known as NOMOXIM" alias "NOMOSSO", consisting of two residential houses bearing Village Panchayat House No. 1243(97/10) and other bearing Village Panchayat House No. 1244(97A/10) ,bearing Survey No. 195/23, found described under Description No. 26942 at page 117 overleaf of Book B- 69, found inscribed under Inscription No. 36737 at page 102 overleaf of Book G- 40 in the Land Registration Office of Bardez, found enrolled in the Taluka Revenue Office under Matriz No. 253 of the second circumscription of the Village Candolim- Bardez- Goa, shall hereinafter, for brevity's sake be referred to as "**the said larger Property**" and Property admeasuring **1515.00 square meters (one thousand five hundred and fifteen)**, bearing Survey No. **195/23-C**, forming part of the larger property known as "ANNA VAADO" or "ANNA WADO" also known as "NOMOXIM" alias "NOMOSSO", situated at Candolim, Bardez - Goa, shall hereinafter, for brevity's sake be referred to as "**the said Property**".)



WHEREAS:

1. The said larger property originally belonged

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Shri. Govinda Narcivam Sinao Duclo alias Govinda Sinai Duclo and his wife Chondrabaga Sinai Duclo alias Chondrabaga Sinainim, who were the landowners of Calangute- Bardez Goa.

2. Vide Deed dated 19th day of the July month of the year 1951 registered at Folio 97 of Book No. 514 of the Notings of the Notary of Bardez District, Licentiate in Law, Guilherme Lobo, the said Shri. Govinda Narcivam Sinao Duclo alias Govinda Sinai Duclo and his wife Chondrabaga Sinai Duclo alias Chondrabaga Sinainim, sold the said larger property to Mr. Pascoal Julio Luis de Souza, a bachelor and a landowner of Candolim, Bardez Goa.

3. The said Mr. Pascoal Julio Luis de Souza thus became the owner of the said larger property and the same is found registered and inscribed in his favour under Inscription No. 36737 at page 102 overleaf of Book G- 40 in the Land Registration Office of Bardez and described as whole under Description No. 26942 at page 117 overleaf of Book B- 69, situated within the limits of Village Panchayat of Candolim, and Sub District of Bardez, District of North Goa in the State of Goa.

4. Name of the said Pascoal Julius Dsouza, stands recorded in Form No. IX dated 01/04/2022, as Occupant since before

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Survey, as per the form issued by the Talathi of Village Candolim, Bardez- Goa;

5. The said Mr. Pascoal Julius D' Souza was also known as Pascoal Julio Lino de Souza, alias Mr. Pascoal Juliao Lino de Souza alias Mr. Pascoal Julias D'Souza alias Mr. Pascoal Julio de Souza alias Pascoal J. D'Souza, expired on 14/12/2000 in the marital status of being married to Mrs. Rosie Florencia D'Souza alias Mrs. Rosy Florencia D'Souza, without any Will or any other testamentary disposition of his last wishes.

6. The said Mr. Pascoal Julius D' Souza also known as Pascoal Julio Lino de Souza, alias Mr. Pascoal Juliao Lino de Souza alias Mr. Pascoal Julias D'Souza alias Mr. Pascoal Julio de Souza alias Pascoal J. D'Souza expired, leaving behind:

(A) Mrs. Rosie Florencia D'Souza alias Mrs. Rosy Florencia D'Souza, resident of House No. 97/10 (1244), Anna Vaddo, Candolim, Bardez- Goa, as his widow and half sharer/ moiety holder and the following children as his sole and universal heirs and successors namely:

(1) Mrs. (Dr). Gwendolyn Casabelle Fernandes (daughter), married to Mr. Jose Maria Fernandes, both residents of C/802, Swayam,

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Poonam Gardens, Off Mira Bhayender Highway,
Opp. S. K. Stone, Mira Road East, Thane
Maharashtra - 401 107 (the Vendors herein).

(2) Mr. Godfrey Victor D'Souza (son),
unmarried, resident of House No. 97/10
(1244) , Anna Vaddo, Candolim, Bardez-
Goa and

(3) Mrs. Giselle Yvette Noronha (daughter) married
to Mr. Thomas Richard Noronha residents of "
Praise Villa", 77, Kalina, Santa Cruz (East)
Mumbai, Maharashtra - 400 029.

7. Upon demise of said Mr. Pascoal Julius D'
Souza also known as Pascoal Julio Lino de
Souza, alias Mr. Pascoal Juliao Lino de Souza
alias Mr. Pascoal Julias D'Souza alias Mr.
Pascoal Julio de Souza alias Pascoal J.
D'Souza, an Inventory/ Proceedings bearing No.
292/2006/C, was initiated by his widow Mrs.
Rosie Florencia D'Souza alias Mrs. Rosy
Florencia D'Souza, in the Court of Civil Judge,
Senior Division at Mapusa- Goa, for partition of
estate left by said late Mr. Pascoal Julius D'
Souza also known as Pascoal Julio Lino de
Souza, alias Mr. Pascoal Juliao Lino de Souza
alias Mr. Pascoal Julias D'Souza alias Mr.
Pascoal Julio de Souza alias Pascoal J.
D'Souza, and the said larger property was listed
in the Description of the Immovables as **Item No.**

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1 (One) in the said proceedings.

8. By virtue of Chart of Allotment 10/04/2008 and Order dated 07/05/2008 passed in the said Inventory/ Proceedings bearing No. 292/2006/C, the said larger property was amicably partitioned in Plots bearing Plot identified as . (A), (B),(B1) AND (C) which came to be allotted as under:

9. (i) **Plot A of Item No.1** admeasuring an area of **1587.50 square meters** (one thousand five hundred and eighty-seven point fifty square meters)was allotted to **Mrs. (Dr.) Gwendolyn Casabelle Fernandes nee Gwendolyn Casabelle D' Souza married to Mr. Jose Maria Fernandes alias Josemaria Fernandes.**

(ii) Plots B and B1 of Item No. 1 admeasuring an area of 375.50 square meters (three hundred and seventy five point fifty square meters) and 749.70 square meters (seven hundred and forty nine point seventy square meters) respectively allotted to Mrs. Giselle Yvette Noronha alias Giselle Yvette Noronha nee Giselle Yvette D'Souza married to Mr. Thomas Richard Noronha.

(iii) Plot C of Item No. 1 admeasuring an area of 2264.80 (two thousand two hundred and sixty four point eighty square meters) was allotted to Mr. Godfrey Victor D'Souza.



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10. By virtue of the above the said Mrs. (Dr.) Gwendolyn Casabelle Fernandes nee Gwendolyn Casabelle D' Souza married to Mr. Jose Maria Fernandes alias Josemaria Fernandes became the absolute and exclusive owners of **Plot A** admeasuring an area of **1587.50 square meters (one thousand five hundred and eighty-seven point fifty square meters) .**

11. The said Plot A is separated and the partition was carried out by the Inspector of Survey and Land Records City Survey Mapusa , Vide Report No. 9/ISLR/MAP/PART/LAND/418/11/9053 dated 23/07/2012,pursuant to Order No. 15/130/2011/Part/Land/II passed in Case No.15/130/2011/Part/Land/DC-II on 27/06/2011 which was confirmed on 08/10/2012 by the Deputy Collector and S.D.O Mapusa Sub Division Mapusa Goa.**(The New Sub-Division was created and the said Plot A was allotted the new Survey No. 195/23-C of Candolim Village, Bardez Goa)**

12. Although the area of the said Plot "A" in the Item No.1 which was allotted to the said Vendors as **1587.50 square meters** in the aforesaid Inventory Proceedings bearing No. 292/2006/C, however as per Form IV/ Area Adjustment in the Partition of Survey No. 195 Sub- Division 23, the area was reduced to 1515.00 square meters and the same was confirmed By Inspector of Survey &

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Land Records, City Survey Mapusa- Goa and the new sub division is 23-C of Survey No. 195 as recorded on the Form IV/ Area Adjustment.

13. ***The area of the said property is mentioned in Form I & XIV as 1515.00 square meters against Entry No. 45568 reflecting the names of Dr.Gwendolyn Casabelle Fernandes alias Dr.Gwendolyn Casabelle Fernandes nee al and Jose Maria Fernandes alias Josemaria Fernandes) of Village Candolim, Bardez- Goa)***

14. By virtue of the above the said Dr.Gwendolyn Casabelle Fernandes alias Dr.Gwendolyn Casabelle Fernandes nee al and her husband Jose Maria Fernandes alias Josemaria Fernandes became the absolute and exclusive owners of the said property admeasuring 1515.00 square meters bearing Survey No. 195/23-C of Candolim Village situated at Bardez- Goa.

15. The said Dr.Gwendolyn Casabelle Fernandes alias Dr.Gwendolyn Casabelle Fernandes nee al and her husband Jose Maria Fernandes alias Josemaria Fernandes are married under the regime of Communion of Assets as per the Portuguese Civil Code which is applicable in the State of Goa, and hence her husband Jose Maria Fernandes alias Josemaria Fernandes, being co-sharer is made party to this Deed.



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16. The Office of North Goa Planning And Development Authority Panaji Goa (Calangute-Candolim Planning Area), Vide Letter under Ref.No. NGPDA/Tech.Gen/ CAL-CAN/1008/2022 dated 12/08/2022, have issued Land Use Zoning information in respect of the said property bearing Survey No. 195/23-C of Village Candolim, Bardez, Goa, that said property falls in Settlement Zone.

17. AND WHEREAS, the Purchaser has approached the Vendors for purchase of the SAID PROPERTY and the Vendors have agreed to sell the SAID PROPERTY to the Purchaser;

AND WHEREAS The Vendors do hereby represent to the Purchaser that:

- (i) The Vendors, have represented to the Purchaser that they hold legal, clear and marketable right, title and interest in respect of the SAID PROPERTY which is free from all encumbrances, liens, charges, mortgage, or injunctions or acquisitions or attachments from any Court of law and that the Vendors are fully entitled to transfer, convey, alienate and sell the SAID PROPERTY;
- (ii) The Vendors are the sole owners of the SAID PROPERTY and are in possession of the SAID PROPERTY. Except Vendors

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no other person or persons have any right, title and interest in the SAID PROPERTY;

- (iii) Neither the Vendors nor any one on their behalves have otherwise created any adverse rights in respect of the SAID PROPERTY or any part thereof, which are subsisting as on date;
- (iv) There is/are no dispute/s as to the boundaries of the SAID PROPERTY.
- (v) There are no testamentary rights created under any document or under any covenant or by prescription in respect of and/or upon the SAID PROPERTY or any part thereof, including right of way created in favour of any adjoining owners in respect of the SAID PROPERTY;
- (vi) There are no prohibitory orders or any attachment orders or otherwise of any liabilities as against the SAID PROPERTY any part thereof;
- (vii) There are no Income Tax, Wealth Tax or other direct or indirect taxation proceedings, whether for recovery or otherwise initiated or pending by any taxation authorities or local authorities

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against the Vendors where by the SAID PROPERTY or any part thereof is in anyway affected and/or impaired;

(viii) All outgoings, taxes, rates, assessments, dues and duties payable to the State or Central Government and any other concerned authority in respect of the SAID PROPERTY are paid till the date of this Deed of Sale and there are no dues payable to any of the aforesaid authorities.

(ix) The Vendors have not entered into any agreement or arrangement for sale of or development for otherwise transferred the SAID PROPERTY or any part thereof.

(x) The SAID PROPERTY is/was not the subject matter of any acquisition, litigation, requisition, attachment or otherwise or before any court, tribunal and/or forum;

(xi) All compliances germane to the SAID PROPERTY have been complied with under applicable laws, rules and regulations and that there is no reason for the Vendors to believe that there is any outstanding claim or liability (crystallized or potential) that may affect the SAID PROPERTY and/or development thereof.

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(xii) No notice/is/are received by the Vendors or any one on their behalves neither by their predecessor/s in title, either from local authorities or from the Government or otherwise for requisition, acquisition and/or for road widening of/for the SAID PROPERTY or any part thereof;

(xiii) There are no dues and/or proceeding spending against the Vendors, as contemplated under Section 281 of the Income Tax Act 1961;

(xiv) The Vendors have a clear, marketable and unencumbered title to the SAID PROPERTY and upon conveyance of the SAID PROPERTY, the PURCHASER will be solely, exclusively and absolutely entitled to the SAID PROPERTY without any defect in the title to the SAID PROPERTY.

(xv) AND WHEREAS relying upon and believing the aforesaid representations and covenants of the Vendors to be true, correct and honest, the PURCHASER has agreed to accept conveyance of the SAID PROPERTY from the Vendors and have called upon the Vendors to transfer, convey and

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assure the SAID PROPERTY to the PURCHASER by this deed.

It has been agreed between the parties hereto that the Vendors shall sell in favour of the Purchaser and the Purchaser shall purchase from the Vendors- ALL that Property admeasuring **1515.00 (one thousand five hundred and fifteen) square meters, bearing Survey No. 195/23-C of Village Candolim**, forming part of the larger property known as "ANNA VAADO" or 'ANNA WADO", also known as "NOMOXIM" alias "NOMOSSO", bearing Survey No. 195/23, admeasuring an area of 5,175.00 square meters (five thousand one hundred and seventy five square meters), found described under Description No. 26942 at page 117 overleaf of Book B- 69, found inscribed under Inscription No. 36737 at page 102 overleaf of Book G- 40 in the Land Registration Office of Bardez, found enrolled in the Taluka Revenue Office under Matriz No. 253 of the second circumscription of the Village Candolim, situated at Candolim, within the limit of Village Panchayat of Candolim, Registration Sub-District of Bardez, District Of North Goa, in the State of Goa, for a total consideration of **Rs.5,48,85,000/- (Rupees Five Crore Forty Eight Lakhs Eighty Five Thousand Only)**, which represent the

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actual market rate of the SAID PROPERTY, and SAID PROPERTY is free from any encumbrances, liens, charges and /or attachments of any kind whatsoever.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of the sum of **Rs. Rs.5,48,85,000/- (Rupees Five Crore Forty Eight Lakhs Eighty Five Thousand Only)**, less the sum of **Rs. 5,48,850/- (Rupees Five Lakhs Forty Eight Thousand Eight Hundred and Fifty Only)** deducted as TDS and deposited before the Income Tax Department and the balance sum of **Rs.5,43,36,150/- (Rupees Five Crore Forty Three Lakhs Thirty Six Thousand One Hundred and Fifty Only)** by the PURCHASER to the Vendors and the TDS to the Income Tax Department respectively as per Schedule III herein below mentioned, the receipt of which amount the Vendors do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the PURCHASER; and the Vendors do hereby confirm the same to be the whole and total consideration payable and that the

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Vendors do not hold any claim against the PURCHASER concerning the same; the Vendors do hereby GRANT, TRANSFER, ASSIGN, ASSURE AND CONVEY unto the PURCHASER, all that SAID PROPERTY, TOGETHER WITH all trees, drains, ways, paths, passages, common gullies, waters, watercourses, lights, liberties, privileges, easements, advantages and appurtenances to the SAID PROPERTY belonging to and in any wise appertaining or usually held or occupied there with or reputed to belong or be appurtenant there to AND ALL the estate, right, title, interest, property use, possession claim and demand what so ever of the Vendors into and upon the SAID PROPERTY and every part thereof hereby granted and conveyed and 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 Local or Public Body in respect thereof AND the Vendors DO HEREBY COVENANT WITH THE PURCHASER that notwithstanding any act, deed or things done or executed by the Vendors or knowingly suffered to the contrary the Vendors now have in themselves good right, full power and absolute authority to



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grant the SAID PROPERTY hereby granted and conveyed or expressed so to be UNTO AND TO THE USE OF THE PURCHASER in the 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 without any lawful eviction, interruption and claim and demand what so ever from or by the Vendors or any person or persons lawfully or equitably claiming from, under or in trust for them AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made or suffered by the or any person or persons lawfully or equitably claiming any estate or interest in the SAID PROPERTY or any part thereof AND THAT free and clear and freely clearly and absolutely acquitted, exonerated, released and forever discharged from or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified the PURCHASER from and against all former and other estates, title, charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming from under or in trust for the Vendors AND FURTHER that the Vendors and all persons



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having or lawfully or equitably claiming any estate, right, title or interest at law or inequity in the SAID PROPERTY hereby granted, conveyed, transferred and assured or any part thereof by, from under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the request and cost of the Vendors do and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly and absolutely assuring the SAID PROPERTY unto and to the use of the PURCHASER in the manner aforesaid as shall or may be reasonably required.

2. In pursuance of the receipt of the entire Purchase Consideration paid by the PURCHASER to the Vendors in the aforesaid manner, the receipt whereof is hereby admitted and acknowledged by the Vendors, the Vendors have simultaneously put the PURCHASER in unconditional exclusive and absolute legal, peaceful, quiet and vacant possession of the SAID PROPERTY to be held by the PURCHASER forever without any harm and/or hindrance from the Vendors and/or any person claiming through and/or under and/or on account of the Vendors and the Vendors do hereby indemnify the



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PURCHASER against all/ any such Third Party claims which shall be settled by the Vendors alone without disturbing the title and/or the possession of the PURCHASER.

3. The Vendors declares, states and verifies that the representations made in this Deed of Sale including in the recitals above are true and correct and confirm that the above recitals form an integral part of this Deed of Sale as if the same have been incorporated specifically in the body of this Deed of Sale.

4. The Vendors hereby covenants with the PURCHASER that:

(a) Notwithstanding any act, deed, matter or thing by the Vendors or by any person or persons claiming by, under or in trust for them, made, done omitted or knowingly or willingly done or suffered to the contrary, the Vendors in themselves have good right, full power and absolute authority to grant, convey and transfer the SAID PROPERTY unto the PURCHASER.

(b) There are no encumbrances, charges, liens or any other liability of whatsoever nature on the SAID PROPERTY conveyed by these presents and that there has been no prior agreement with any third party in



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respect hereto;

(c) The Vendors have paid all taxes and dues and there is no liability, charge or encumbrance of any nature whatsoever in respect of the SAID PROPERTY either by the Vendors and/or by the predecessors in title of the Vendors.

(d) If any liability or dues of any nature or any disputes relating to the title to the SAID PROPERTY or if any right, title or interest or claim or demand is claimed by any person or persons in respect of the SAID PROPERTY, the Vendors shall satisfy such right, title or interest or claim or demand and remove all the defects in the SAID PROPERTY and indemnify the PURCHASER and ensure that the PURCHASER gets a clear and marketable title to the SAID PROPERTY.

(e) On execution of this Deed of Sale the PURCHASER will be the absolute owner of the SAID PROPERTY and will have a clear and marketable title to the SAID PROPERTY and shall be entitled to deal with and or dispose of the same at his free will and discretion.

(f) The PURCHASER shall hold the SAID PROPERTY freely and clearly absolutely



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exonerated and forever released and discharged by the Vendors and well and sufficiently saved, defended, kept harmless and indemnified of and from and against all former and other stake, titles, charges and encumbrances whatsoever made occasioned or to be claimed by, from or in trust from them;

(g) The SAID PROPERTY hereby conveyed, transferred and assured unto the Purchaser, was until the transfer hereby effected, in the absolute ownership of the Vendors and the same was not subject to any tenancy or easement or any other rights in whatsoever or howsoever;

(h) It shall be lawful for the PURCHASER, from time to time and at all times hereafter to peaceably and quietly enter upon, own, hold, possess, occupy and enjoy the SAID PROPERTY without any interruption, claim or demand whatsoever by the Vendors or any one claiming through or under them;

(i) All rates, taxes and outgoing due and payable in respect of the SAID PROPERTY and every part thereof have been paid regularly and no amount of any nature or under any head is due and/or payable by the Vendors and/or by any person or



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persons claiming through the Vendors. Till the date of execution hereof, the Vendors shall be responsible and liable to pay all or any outgoing charges including premium, penalty, interest, dues and expenses, in respect of the SAID PROPERTY to the appropriate authority and any liability during the tenure of the person or persons from whom the Vendors have inherited the SAID PROPERTY or their predecessors in title;

- (j) The Vendors shall indemnify and keep the PURCHASER indemnified for any acts or omission or commission of the Vendors in violation of the Statutory Provisions that may threaten the possession and title of the PURCHASER to the SAID PROPERTY.
- (k) That the Vendors shall and will from time to time, and at all times hereafter at the request and at the cost of the Vendors, do and execute or cause to be done or executed, all such reasonable acts, deeds and assurances, as maybe lawfully required for better and more perfectly assuring and conveying the SAID PROPERTY to the PURCHASER.
- (l) The SAID PROPERTY is not subject matter of any lien, trust, mortgage, tenancy charges, encumbrances, liability,



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litigation, adverse, claim by way of sale, gift, trust, Inheritance or otherwise howsoever or attachment or lis-pendens.

5. The Vendors do hereby give their exclusive consent and no objection to the PURCHASER to get Mutation Proceedings conducted in the survey cum records of rights and to delete the names of Dr.Gwendolyn Casabelle Fernandes alias Dr.Gwendolyn Casabelle Fernandes nee al and Jose Maria Fernandes alias Josemaria Fernandes against Mutation Entry No. 45568 and get the name of the PURCHASER recorded in Form I & XIV under the provisions of Land Revenue Code in respect of the SAID PROPERTY.

6. The PURCHASER and VENDORS declare that the subject matter of this Sale Deed does not pertain to occupancies of person belonging to Scheduled Caste and Scheduled Tribe as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

7. The Vendors, have today handed over the legal, vacant, peaceful and physical possession of the SAID PROPERTY to the Purchaser.

Amirah

Gwendolyn
J.M.F.



8. The SAID PROPERTY is valued and purchased for **Rs.5,48,85,000/- (Rupees Five Crore Forty Eight Lakhs Eighty Five Thousand Only)**, and as such stamp duty @6% i.e **Rs. 32,93,100/- (Rupees Thirty Two Lakhs Ninety Three Thousand One Hundred Only)** is affixed hereto along with the Registration and Mutation Fees is borne and paid by the Purchaser.

9. The Purchaser has paid TDS @1% in the sum of **Rs.5,48,850/- (Rupees Five Lakhs Forty Eight Thousand Eight Hundred and Fifty Only)** on behalf of the Vendors abovenamed, more particularly mentioned in the Payment Schedule-III- mentioned herein below



Amindk

Amindk
Amindk

SCHEDULE-I
HEREINABOVE REFERRED TO:
(Description of the Said Larger Property)

ALL that larger property known as "ANNA VAADO" or "ANA WADO" also known as "NOMOXIM" alias "NOMOSSO", bearing Survey No. 195/23, admeasuring an area of 5,175.00 square meters (five thousand one hundred and seventy five square meters), consisting of two residential houses bearing Village Panchayat House No. 1243(97/10) and other bearing Village Panchayat House No. 1244(97A/10) found described under Description No. 26942 at page 117 overleaf of Book B- 69, found inscribed under Inscription No. 36737 at page 102 overleaf of Book G- 40 in the Land Registration Office of Bardez, found enrolled in the Taluka Revenue Office under Matriz No. 253 of the second circumscription of the Village Candolim, situated at Candolim, within the limit of Village Panchayat of Candolim, Registration Sub- District of Bardez, District Of North Goa, in the State of Goa

On or towards the East: by the rain water drain,

On or towards the West: by the properties surveyed under Survey Nos. 195/16 and 195/22,

On or towards the North: by the property surveyed under Survey Nos. 195/15 and

On or towards the South: by the properties surveyed under Survey Nos. 195/22, 195/25 , 195/24 and 195/26.

A. Miranda

J. Miranda
J. P.

SCHEDULE-II
HEREINABOVE REFERRED TO:
(Description of the Property hereby sold)

ALL that Property admeasuring **1515.00(one thousand five hundred and fifteen)** square meters, bearing Survey No. **195/23-C** of Village **Candolim**, forming a part of the said larger property mentioned in Schedule I hereinabove, situated at Candolim, within the limits of Village Panchayat of Candolim, Registration Sub- District of Bardez, District Of North Goa, in the State of Goa and the said property admeasuring **1515.00 square meters as an independent and distinct entity** is bounded as under:-

On or towards the East: by nallah and by property bearing Survey No. 180/3

On or towards the West: by road and property bearing Survey No. 195/23 and Survey No. 195/23-B,

On or towards the North: by Survey No. 195/15 and

On or towards the South: by Survey No. 195/26.

(SAID PROPERTY more particularly described herein above, for better clearness, are delineated on the plan (ANNEXURE) annexed hereto and there on is shown surrounded by red colored boundary lines)

Arun

Arun

**PAYMENT SCHEDULE III
(MODE OF PAYMENT)**

Mode of Payment	Date	Drawn on Bank/ Branch	In favour of	Amount In INR
RTGS/NEFT KKBKR52022090100660343/ GWENDOLYN	01/09/2022	KOTAK BANK , VASCO BRANCH	Mrs. GWENDOLYN FERNANDES	Rs. 10,00,000/-
DD NO. "850378" 000485000	03/11/2022	KOTAK MAHINDRA BANK BANGALORE - LAVELLE ROAD.	Mrs. GWENDOLYN CASABELLE FERNANDES	Rs.3,86,00,000/-
DD NO. "850379" 000485000	03/11/2022	KOTAK MAHINDRA BANK BANGALORE - LAVELLE ROAD.	Mr. JOSE MARIA FERNANDES	Rs.1,47,36,150/-
TDS@1%				Rs. 5,48,850/-

Total : Rs. 5,48,85,000/-

**(Rupees Five Crore Forty Eight Lakhs Eighty Five
Thousand Only)**

IN WITNESS WHEREOF the parties hereto have signed and subscribed their respective hands to this presents on the day, month and year first hereinabove written, after having read and understood the contents thereof, in the presence of the following witnesses, who have signed herein below:

Aminda

Aminda
Am. S.

SIGNED AND DELIVERED BY
THE WITHIN NAMED VENDOR
No 1 (i)



G Fernandes

**Mrs. (Dr.) GWENDOLYN CASABELLE FERNANDES alias Dr.
GWENDOLYN CASABELLE FERNANDES nee al alias
CASABELLE GWENDOLYN FERNANDES alias GWENDOLYN
FERNANDES**

LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				



Gwendolyn

G Fernandes
Gwendolyn F.











SIGNED AND DELIVERED BY
THE WITHIN NAMED VENDOR

No 1 (ii)



A blue ink handwritten signature, appearing to be "Josemaria F.", written over a horizontal line.

**MR. JOSE MARIA FERNANDES alias JOSEMARIA
FERNANDES**

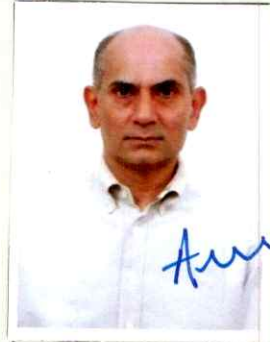
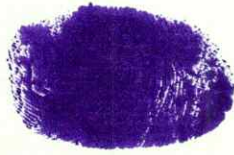
				
LEFT HAND FINGER TIPS IMPRESSIONS				
				
RIGHT HAND FINGER TIPS IMPRESSIONS				



Aminda

Fernando
Josemaria F.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
PURCHASER



Aniruddha
M/S. UMIYA BUILDERS AND DEVELOPERS

by its Sole Proprietor - Mr. ANIRUDDHA MEHTA.

LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				



Aniruddha
Aniruddha
[Signature]

IN THE PRESENCE OF:

1 Shaikh M. Salim

Shaikh

H.No 192,
Peer Bhai, Near Dargah,
Old Gei Immedi Gei.

2 Sonig Dabholkar

Dabholkar

H.No 8/1 ward NO4
Pandavwadi, Head land Sada,
Vasco South Gei.

Ammidh

John P.

Jimando



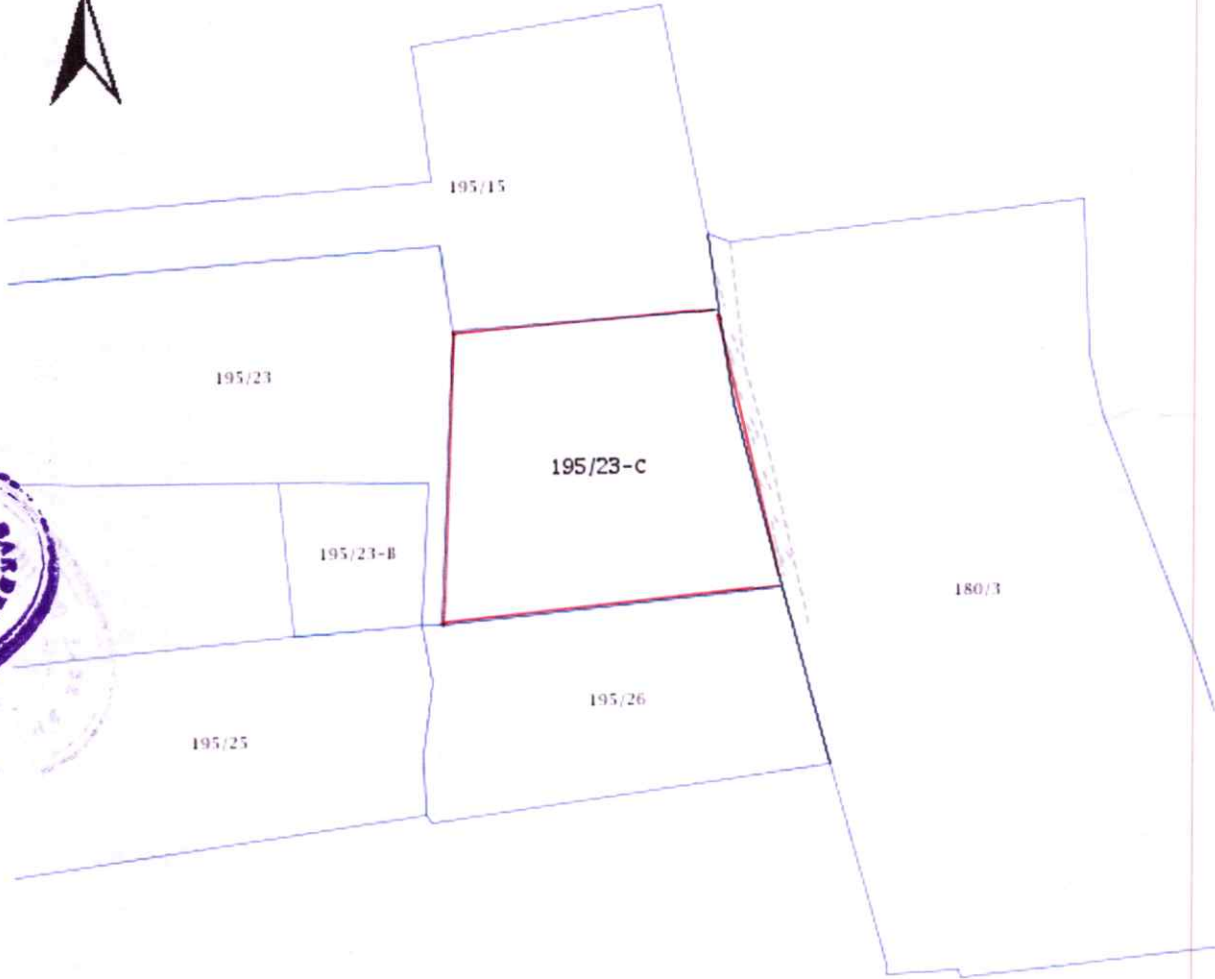


Government of Goa
Directorate of Settlement and Land Records

Survey Plan
Bardez Taluka, Candolim Village
Survey No.: 195 , Subdivision No.: 23-C

Scale 1:1000

Reference No.: CBAR122-22143-973349



PURCHASER:

Aminda

VENDORS:-

(1)




Amando

(2)

John







This record is computer generated on 09-09-2022 03:01:47. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd 24-Apr-2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in/>.

NOTE: PLAN TO BE PRINTED ON A4 SIZE

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Surendra M Naik , Father Name:Murari Naik, Age: 48, Marital Status: ,Gender:Male,Occupation: Service, Vasco Goa , PAN No.: , as Power Of Attorney Holder for UMIYA BUILDERS AND DEVELOPERS Represented By Sole Proprietor ANIRUDDHA MEHTA			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Thomas Alan Pinto, Age: 38, DOB: 1984-03-31 , Mobile: 9970952876 , Email: , Occupation: Other , Marital status : Married , Address: 403402, Miroc Kadamba Plateau Block 59 Flat 101 Panjim Old Goa By Pass Road Old Goa, Miroc Kadamba Plateau Block 59 Flat 101 Panjim Old Goa By Pass Road Old Goa, Ella, Tiswadi, NorthGoa, Goa			
2	Name: AALISHA MEDHEKAR, Age: 34, DOB: , Mobile: 9561399658 , Email: , Occupation: Advocate , Marital status : Married , Address: 403001, Models Avalon Flat No 2 Se1, Panaji, Tiswadi, NorthGoa, Goa			



Sub Registrar

SUB-REGISTRAR

BARDEZ

Document Serial Number :- 2022-BRZ-5312

Book :- 1 Document

Registration Number :- **BRZ-1-5144-2022**

Date : 17-Nov-2022

Bardez

**SUB-REGISTRAR
BARDEZ**

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

Scanned by Deepita Naik (LDC)

Naik

