

(RUPEES FIFTY THREE THOUSAND ONLY)

Citizencredit co-operative Bank Ltd.

Mapusa Branch,

Shop No. C-1, Ground Floor, Block D-1,

Bardez/Hemes,

Mapusa, Goa - 403 501

D-5 (STPN) / G.R. / 35/11/2013 - RD

भारत



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NON JUDICIAL

-5.3.2021

GOA

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For

(Signature)

Authorized Signatory

Name of Purchaser OLALIAN ESTATE PVT LTD



Σ. NO. 2021-ISR2-1065

09/03/2021

DEED OF SALE

THIS DEED OF SALE is made at Mapusa, Taluka, Bardez - Goa, on this Nine day of the month of March of the year Two Thousand and Twenty One (09/03/2021).

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BETWEEN

1a) MRS. TEREZA FERNANDES E PAES alias Maria R Fernandes Paes alias Maria Teresa Paes alias Mrs. Maria Tereza Rosalia Fernandes or Teresa Pais or Paes, d/o Late Bento Jose Fernandes, 77 years of age, housewife, married, Indian National, having Pan Card bearing no [REDACTED] and Aadhar Card bearing no [REDACTED] and R/o H.NO 287, Fernandes Waddo, Siolim, Bardez, Oxel, Goa 403517 represented herein through her husband Mr. Antonio F T Paes vide Power of Attorney dated 26/9/2020 duly notarized before the Notary Public N S Shinde, bearing Reg no 762/2020 at Mapusa



1b) MR. ANTONIO F T PAES alias Tony Paes alias Antonio Felizardo Timoteo Paes alias Antonio Felizardo Timoteo Pais, s/o Joao Francisco Paes, 81 years of age, retired, married, Indian National, having Pan Card bearing no [REDACTED] and Aadhar Card bearing no [REDACTED] and r/o H.NO 287, Fernandes Waddo, Siolim, Bardez, Oxel, Goa 403517

2) MRS. MARIA ORFELINDA FERNANDES alias Maria Orfelinda Lidia de Souza alias Maria Fernandes, 72 years of age, widow of Late Antonio Francisco Agnelo Fernandes alias Antonio Fernandes alias Antonio Francisco Angel Fernandes alias Antonio Francisco Fernandes house wife,

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Antonio F. T. Paes

Fernandes

Antonio F. T. Paes

Fernandes

Indian National, having Pan Card bearing no [REDACTED] and Election Card bearing no [REDACTED] and R/o 7/102, SauntaWaddo, Near Candia Chapel, Calangute, Bardez-Goa represented herein through her Power of Attorney holder i.e her son **MR. BENTO JOSE FELIX FERNANDES** alias Bento Fernandes, 33 years of age, S/o Late Antonio Francisco Agnelo Fernandes alias Antonio Fernandes alias Antonio Francisco Angel Fernandes, alias Antonio Francisco Fernandes, unmarried, service, Indian National, having Pan card bearing no [REDACTED] and Election card bearing no [REDACTED] and R/o 7/102, SauntaWaddo, Calangute, Bardez-Goa vide Power of Attorney dated 3/3/2021, duly notarized before the Notary Public N S Shinde, bearing Serial no 204/2021 at Mapusa



3) MR. BENTO JOSE FELIX FERNANDES alias Bento Fernandes alias Bento J. Felix Fernandes, 33 years of age, S/o Late Antonio Francisco Agnelo Fernandes alias Antonio Fernandes alias Antonio Francisco Angel Fernandes alias Antonio Francisco Fernandes, unmarried, service, Indian National, having Pan card bearing no [REDACTED] and Election card bearing no [REDACTED] and R/o 7/102, Saunta Waddo, Calangute, Bardez-Goa hereinafter referred to as the "**VENDORS**" [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, legal representatives, executors, administrator and assigns] of the **FIRST PART**.

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AND

OLALIAN ESTATE PVT. LTD., a duly registered Pvt. Ltd. Company having corporate identity no U45309GA2017PTC013279, Pan Card No. [REDACTED] having their registered office at H.No 325, Kholpa Waddo, Canca, Goa North-Goa GA 403510 represented herein by its Managing Director **MR. AKSHAY CHAUDHRY** son of Late Ajay Chaudhry, 37 years of age, Holder of PAN Card no. AFSPC5819E, Indian National, resident of E-47, Sector-39, Near Ryan International School Noida, U.P- 201301 hereinafter referred to as "**PURCHASER**" [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) vide Board of Resolution dated 18/1/2021 represented herein through duly constituted Power of Attorney, **MR. RALPH MASCARENHAS**, s/o Melwyn Mascarenhas, 30 years of age, unmarried, Advocate, having Pan Card bearing no [REDACTED] and Aadhar card bearing no [REDACTED], resident of H.No 4/2525, Porba Vaddo, Calangute, Bardez-Goa vide Power of Attorney dated 3/3/2021, duly notarized before the Notary Public Cassian Crasto, bearing Reg No. 555/3/2021 at Panjim, of the

SECOND PART.

AND

MR. MILIND RAMAKANT PARAB, son of Ramakant Parab, 33 years of age, married, Indian National, having PAN No. [REDACTED]

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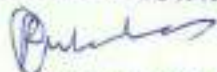
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Aadhar Card bearing no [REDACTED] and resident of H.No.110/2 of Ganesh colony uccassaim Mapusa Goa hereinafter referred to as the **"CONFIRMING PARTY"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, legal representatives, administrators, executors and permitted assigns

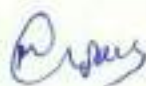
WHEREAS there exist a larger property known as "AFRAGMENT" alias "GUIDVEM" situated within the limits of the Village Panchayat of Siolim, Bardez Goa which property is described in the Land Registration Office of Bardez under number 1795 at page 125 of B46 and enrolled in the Taluka Revenue office of Matriz Predial under no 30 and surveyed under number 362 sub division 7 admeasuring an area of 3375 square meters and under number 361 sub division 2 admeasuring an area of 17700 square meters of Village Siolim Bardez-Goa Hereinafter referred to as the '**Said Larger Property**'), which is more particularly described in **Schedule I** herein below.

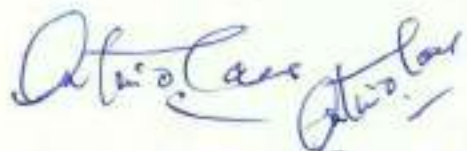
AND WHEREAS out of the Said Larger Property which is more particularly described in Schedule I herein below, property known as "AFRAGMENT" alias "GUIDVEM" situated within the limits of the Village Panchayat of Siolim, Bardez Goa which property is described in the Land Registration Office of Bardez under number 1795 at page 125 of B 46 and enrolled in the Taluka Revenue office of Matriz Predial under no 30 and surveyed under number 362 sub division 7 (part) and which totally admeasures an area of

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3375 square meters of Village Siolim Bardez-Goa which shall hereinafter be referred to as the '**Said Property**', which is more particularly described in **Schedule II** herein below.

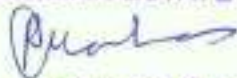
AND WHEREAS there exist a distinct and independent portion of above referred Said Property known as "AFRAGMENT" alias "GUIDVEM" admeasuring an area of 350 square meters which forms an exclusive and independent part of the Said Property surveyed under number 362 sub division 7 (part) and which totally admeasures an area of 3375 square meters of Village Siolim Bardez-Goa more particularly described under **SCHEDULE II** herein above and this plot shall hereinafter be referred to as the '**Said Plot**', and more particularly described under **SCHEDULE III** herein below and marked in red in the sketch annexed hereto.



AND WHEREAS the SAID LARGER PROPERTY originally belonged to late Antonio Francisco Jose Marcal Lucas Jovita Fernandes alias Antonio Francisco Fernandes and late Doroteia Lucilia Idalina Elisa Pereira alias Doroteia Pereira both R/o, Siolim, Bardez-Goa

AND WHEREAS the Said Larger Property was purchased by late Antonio Francisco Marcal Lucas Jovita Fernandes under the Deed dated 17-03-1915 at folio 21v of Book No.156 of the notes of the notary Caridade Frias as is found referred to in Inscription

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certificate No.12931 at folio 17 of Book G-19 pertaining to the Said Larger Property.

AND WHEREAS the Said Larger Property was allotted to one of the children of late Antonio Francisco Jose Marcal Lucas Jovita Fernandes alias Antonio Francisco Fernandes and late Doroteia Lucilia Idalina Elisa Pereira alias Doroteia Pereira namely Filipe Filomeno Fernandes, bachelor in Inventory Proceedings No.46 of 1927 initiated upon the death of late Antonio Francisco Jose Marcal Lucas Jovita Fernandes and finalized on 29th December, 1927 in the Civil Court Bardez at Mapusa.

AND WHEREAS thereafter vide Deed of Sale Discharge Consent and Division dated 26/4/1948 which came to be drawn before the Notary Guilherme Diogo Jose Conceicao das Doreis Lobo in his office situated at Sao Francisco road in the Judicial Division at Bardez between 1) Mrs. Doroteia Lucilia Idalina Elisa Pereira or Dororeia Pereira 2) Bento Jose Patricio de Lourdes Fernandes and his wife Lira Margarida de Cortona Fernandes 3) Maria Rosalia Henriqueta Filomena Josefa Fernandes Silviera and her husband Ariosto Joaquim Francisco Clemente da Silviera 4) Lucas Piedade Fernandes and his wife Amelia Aviana de Cruz e Fernandes 5) Joao Mariano Fernandes and his wife Maria Natividade Divina Francisca de Souza Fernandes 6) Edviges Fernandes or Edvige Fernandes e de Melo and her husband Jose Lourdes de Melo

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and 7) Filipe Filomeno Fernandes , the said Filipe Filomeno Fernandes divided the Said Larger Property into four parts and sold to his brother/brother in law/sister/sister in law namely i.e 1) 1/4 th specific portion of the Said Larger Property to Bento Jose Patricio de Lourdes Fernandes alias Bento Jose Fernandes alias Beuto Jose Fernandes and his wife Mrs. Lira Margarita de Cortona Fernandes 2) 1/4th specific portion of the Said Larger Property to Joao Mariano Fernandes and his wife Maria Natividade Divina Francisca 3) 1/4 th specific portion of the Said Larger Property to Lucas Piedade Fernandes and his wife Amelia Aviana de Cruz e Fernandes who are the son/son in law/daughter/daughter in law of the said Antonio Francisco Jose Marcal Lucas Jovita Fernandes alias Antonio Francisco Fernandes and Doroteia Lucilia Idalina Elisa Pereira alias Doroteia Pereira and retained for himself 1/4th specific portion of the Said Larger Property.



AND WHEREAS the 1/4th specific portion of the Said Larger Property which was retained by the said Filipe Filomeno Fernandes for himself is described herein as the SAID PROPERTY,

AND WHEREAS thereafter on the death of Filipe Filomenno Fernandes the Said Property which was retained by him came to partitioned between 1) Bento Jose Patricio de Lourdes Fernandes alias Bento Jose Fernandes alias Beuto Jose Fernandes and his

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wife Mrs. Lira Margarita de Cortona Fernandes 2) Joao Mariano Fernandes and his wife Maria Natividade Divina Francisco 3) Lucas Piedade Fernandes and his wife Amelia Aviana de Cruz e Fernandes 4) Mrs. Edwiges Fernandes D'Mello 5) Mrs. Maria Rosalia Henrequeta Filomena Josefa Fernandes, 6) Mr. Antonio Agnelo Cosmo da Conceicao da Silveira and 7) Mr. Cynthia Elfrida dos Milagres Caldiera e Silveira vide Deed of Partition dated 15/1/1982 which came to be executed before the Sub Registrar of Bardez under number 345, Book no 1, volume no 172 dated 30/4/1982.

AND WHEREAS the said Bento Jose Patricio de Lourdes Fernandes alias Bento Jose Fernandes alias Beuto Jose Fernandes and his wife Mrs. Lira Margarita de Cortona Fernandes came to be allotted a portion/part in the **Said Property** which was marked by letter D in the Plan Z in the Deed of Partition dated 15/1/1982 which is described herein as the Said Plot.

AND WHEREAS a superimposition/Survey report dated 13/2/2021 was prepared by Architect G P Aroskar in order to trace the area of portion of D i.e **the SAID PLOT** which was allotted to the said Bento Jose Patricio de Lourdes Fernandes alias Bento Jose Fernandes alias Beuto Jose Fernandes and his wife Mrs. Lira Margarita de Cortona Fernandes via Deed of Partition dated 16/1/1982 as the same area of Said Plot was not mentioned in

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the Deed of Partition dated 16/1/1982 and the very same portion was initially retained by Mr. Filipe Filomeno Fernandes in the Deed of Sale Discharge Consent and Division dated 26/04/1948.

AND WHEREAS in the said superimposition/Survey report dated 13/2/2021 it is observed that a portion of land retained by Mr. Filipe Filomeno Fernandes as per the Deed of Sale Discharge Consent and Division dated 26/04/1948 and the area of the Said Plot which was subsequently allotted to Bento Jose Patricio de Lourdes Fernandes alias Bento Jose Fernandes alias Beuto Jose Fernandes and his wife Mrs. Lira Margarita de Cortona Fernandes was portion **"D" is 350 square meters** as per the plan attached to the Deed of Partition dated 16/1/1982, as the boundaries tallies with the survey plan and site positions.



AND WHEREAS the above named VENDORS declare that they own and possess the "SAID PLOT", admeasuring 350 square meters, situated at Siolim Village, and which is described under **SCHEDULE – III** hereunder written.

AND WHEREAS by virtue Deed of Sale Discharge Consent and Division dated 26/4/1948 and Deed of Partition dated 15/1/1982 Bento Jose Patricio de Lourdes Fernandes alias Bento Jose Fernandes alias Beuto Jose Fernandes and his wife Mrs. Lira

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Margarita de Cortona Fernandes became exclusive owner in possession of the Said Plot admeasuring 350 sq.mts.

AND WHEREAS the said Bento Jose Patricio de Lourdes Fernandes alias Bento Jose Fernandes alias Beuto Jose Fernandes and his wife Mrs. Lira Margarita de Cortona Fernandes were married under the regime of communion of assets.

AND WHEREAS the said Bento Jose Patricio de Lourdes Fernandes alias Bento Jose Fernandes alias Beuto Jose Fernandes expired on 5/1/1986 at Sialim and his wife Mrs. Lira Margarita de Cortona Fernandes expired on 21/10/2004 at Mapusa leaving behind the following as their sole universal Legal heirs i.e their son and daughter:

- 
- a) Mr. Antonio Francisco Fernandes alias Antonio Fernandes alias Antonio Francisco Angel Fernandes or Antonio Francisco Agnelo Fernandes alias Antonio Francisco Fernandes married to Maria Orfelinda Fernandes alias Maria Orfelinda Lidia de Souza.
 - b) Mrs. Teresa Fernandes alias Mrs. Maria Tereza Rosalia Fernandes alias Teresa Pais or Paes married to Antonio Felizardo Timoteo Paes alias Antonio Felizardo Timoteo Pais alias Tony Paes.

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AND WHEREAS the said Antonio Francisco Fernandes alias Antonio Fernandes alias Antonio Francisco Angel Fernandes or Antonio Francisco Agnelo Fernandes alias Antonio Fernandes alias Antonio Francisco Angel Fernandes or Antonio Francisco Agnelo Fernandes alias Antonio Francisco Fernandes expired on 22/6/1997 at Bambolim leaving behind his only son Mr. Bento J. Felix Fernandes alias Bento Jose Felix Fernandes alias Bento Fernandes, vendor No.4 herein.

ANDWHEREAS a Deed of Partition and Family settlement dated 28/3/2007 came to be executed between 1) Mrs. Tereza Fernandes E Paes, her husband Mr. Tony Paes alias Antonio F.T Paes alias Antonio Felizardo Timoteo Paes and 2) Mrs Maria Orfelinda Fernandes and her son Mr. Bento Jose Felix Fernandes before the Sub-Registrar of Bardez under registration no 1707 at pages 35 to 88, Book No I Volume No 2065 dated 11/4/2007 and infact only their share in the Said Plot came to be allotted to them in two equal shares.

AND WHEREAS a Deed of Succession dated 3/3/2008 drawn at page no 26V onwards of Book No 12 in the office of the Civil Registrar cum Sub-Registrar and Notary Ex Officio Pernem on 3/3/2008, came to be initiated by Mrs. Maria Tereza Rosalia Fernandes or Teresa Pais or Paes on death of her father who

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expired on 5/1/1986 i.e Mr. Bento Jose P. del Fernandes or Bento Jose Patricio de Lourdes Fernandes alias Beuto Jose Fernandes in the status of married in his first and only nuptial without prenuptial agreement and therefore under the regime of community of estate, that the said Mr. Bento Jose P. del Fernandes or Bento Jose Patricio de Lourdes Fernandes alias Beuto Jose Fernandes expired without any will or any other disposition of his last wish leaving behind his wife Mrs. Lira Margarida De Cortona Fernandes his half sharer and moiety holder and his two Children namely Late Antonio Fernandes alias Antonio Francisco Angel Fernandes or Antonio Francisco Agnelo Fernandes married to Maria Orfelinda Lidia de Souza and Mrs. Maria Tereza Rosalia Fernandes alias Teresa Pais or Paes married to Antonio Felizardo Timitio Paes or Pais as his sole universal legal heirs. That on 22/6/1997 at GMC Bambolim expired Mr. Antonio Fernandes alias Antonio Francisco Agnel Fernandes died without a will or any disposition of his last wishes of leaving behind his wife Mrs. Maria Orfelinda Lidia de Souza as half sharer and universal heir and his only son Bento Jose Feliz Fernandes as his sole universal heir. That on 21/10/2004 at Holy Cross Hospital Remanso Mapusa expired Mrs. Lira Margarida De Cortona Fernandes leaving behind as sole and universal heir her daughter in law Mrs. Maria Orfelinda Fernandes wife of late Mr. Antonio Fernandes alias Antonio Francisco Agnel Fernandes and grand son Mr. Bento Jose Felix Fernandes son of late Mr. Antonio Fernandes or Antonio Francisco Agnel Fernandes and of Maria Orfelinda Fernandes and her daughter Mrs. Maria Tereza Rosalia Fernandes alias Teresa Pais

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alias Paes married to Antonio Felizardo Timitio Paes or Pias as sole and universal heir of her estate.

AND WHEREAS pursuant to the Deed of Succession dated 3/3/2008 the Vendors have got their name duly mutated/recorded in the Occupant's Column of Survey Form I & XIV of Siolim Village with respect to the SAID PROPERTY against Mutation Entry No. 25079.

AND WHEREAS the Comunidade of Siolim has passed a Resolution bearing no COM-SIO-02-2020-21/02 to issue a No-Objection certificate for granting of an access of an area of 80.3 square meters under survey no 362/ 5 of Village Siolim which land belongs to the Comunidade of Siolim.



AND WHEREAS pursuant to the Resolution bearing no COM-SIO-02-2020-21/02 the Comunidade of Siolim has issued a Certificate dated 25/11/2020 thereby granting a No Objection to use the Land of the Comunidade under survey no 362/5 of Village Siolim admeasuring an area of 80.3 square meters towards the along the western side of the property bearing survey no 362/5 of Village Siolim.

AND WHEREAS a No Objection Certificate dated 5/1/2021 under ref no NOC/49(6)/1345/SIO/TCP/2021/65 of the Goa Daman and

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Diu Town and Country Planning Act has been granted from the Office of the Senior Town Planner for the purpose of registration of the sale deed with respect to the SAID PLOT.

AND WHEREAS the said CONFIRMING PARTY has entered into an oral agreement with the VENDORS to purchase the SAID PLOT and has paid to the Vendor no 1a an advance amount of Rupees 5,00,000/- (Five Lakhs Only) vide Cheque no 123020 dated 13/08/2019 drawn on Bank of India Mapusa Branch and has also paid to the Vendor no 3 an advance amount of Rupees 5,00,000/- (Five Lakhs Only) Vide Cheque no 496579 dated 15/08/2019 drawn on State Bank of India Panjim Branch

AND WHEREAS now the CONFIRMING PARTY now desires to sell, assign and transfer his rights to the PURCHASER as the CONFIRMING PARTY was unable to complete the SALE DEED with the VENDORS



AND WHEREAS the above named VENDORS and CONFIRMING PARTY have represented to the PURCHASER herein that the "SAID PLOT" is free from any registered or non-registered encumbrances, liens, mortgage, charges and the same is not subject matter of any attachments and acquisition by any authority, bank or any financial institutions or person/s.

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AND WHEREAS the VENDORS and CONFIRMING PARTY have also represented to the PURCHASER herein, that there are no cases pending in any court of law in respect of the "SAID PLOT".

AND WHEREAS the VENDORS and CONFIRMING PARTY have represented to the PURCHASER that:

That they have clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID PLOT" and that they are in lawful occupation, possession and enjoyment of the "SAID PLOT".

That the "SAID PLOT" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.

That no other person/persons other than the VENDORS mentioned hereinabove is/are the owner/s or possessor/s of the "SAID PLOT" or have any right, claim or interest over the same or any part thereof and that he/she has absolute right to dispose and/or sell the "SAID PLOT" and/or deal with it in any manner whatsoever.

That there is no legal bar or impediment for this transaction and that the "SAID PLOT" is free from encumbrances, liens and/or charges.

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That no notice/s from the Central or State Governments or any other local body or authority under any Panchayat/ Municipality Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the VENDORS and CONFIRMING PARTY or either of them regarding the "SAID PLOT";

That neither the "SAID PLOT" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.

That neither the "SAID PLOT" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.

That they have not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease or any other Agreement whether



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oral or in writing, with any third party or third parties in respect of the "SAID PLOT".

That there are no dues or any other liability outstanding in respect of the "SAID PLOT".

That notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the VENDORS and CONFIRMING PARTY or by any of their predecessors in title or any person claiming under or through the VENDORS and CONFIRMING PARTY, the VENDORS and CONFIRMING PARTY had at all material times heretofore and now have a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID PLOT" unto and to the use of the PURCHASER.



AND WHEREAS solely relying and fully believing the said representations of the VENDORS and CONFIRMING PARTY as true, the PURCHASER approached the VENDORS and CONFIRMING PARTY for sale of the "SAID PLOT" to itself.

AND WHEREAS the VENDORS and CONFIRMING PARTY have considered the said offer of the PURCHASER, and have agreed to sell; and the PURCHASER herein has agreed to purchase and/or

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transfer the "SAID PLOT" more particularly described under SCHEDULE – III hereunder written, to the PURCHASER.

AND WHEREAS solely relying upon the representations and declarations made by the VENDORS and CONFIRMING PARTY herein above and believing the above representations as true and declaration as trustworthy, the PURCHASER has offered to purchase the "SAID PLOT" from the VENDORS and CONFIRMING PARTY and the VENDORS and CONFIRMING PARTY have agreed to sell the "SAID PLOT" to the PURCHASER for a total price and/or consideration of **Rs. 17,50,000 (Seventeen Lakh Fifty Thousand Only)**, which is its fair market value,

AND WHEREAS now the VENDORS and CONFIRMING PARTY have agreed to execute the present Deed of Sale with the PURCHASER thereby transferring the title of the "SAID PLOT" unto the PURCHASER; and the PURCHASER is further entitled to have the same transferred in their name.

AND WHEREAS all the parties hereto have agreed and consented freely to reduce the above understanding on the following terms and conditions:

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of payment of **Rs. 17,50,000 (Seventeen Lakh Fifty Thousand Only)** is paid by the

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PURCHASERS to the VENDORS and CONFIRMING PARTY in the manner more particularly stipulated in the Schedule IV hereunder, which receipt of entire consideration, the VENDORS and the CONFIRMING PARTY do hereby admit and acknowledge, and do hereby convey and transfer by Deed of Sale in favour of PURCHASERS all their right, title, interest, ownership and possession in the SAID PLOT which property is more particularly described in Schedule III hereunder written and 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 PLOT belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto AND ALL ESTATE rights, title, interest, claim and demand of the VENDORS and CONFIRMING PARTY into or upon the SAID PLOT hereby conveyed to the PURCHASERS and every part thereof to have unto and hold the same to the use of the PURCHASERS together with title deeds, writings and other evidence of the title as originally pass on such sale.

2. The VENDORS and CONFIRMING PARTY hereby admit and acknowledge to have received in full and

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discharge the PURCHASER of the same and every part thereof; they the VENDORS and CONFIRMING PARTY and each of them do hereby grant, convey, sell, transfer, assign and assure by way of SALE unto the PURCHASER for the consideration received, the "SAID PLOT" described in the SCHEDULE - III hereunder written and as shown in the plan annexed hereto, together with all that is situated in the SAID PLOT including all the easements, privies, benefits, privileges, advantages, appurtenances, etc. available to the "SAID PLOT"; that the PURCHASER shall own, possess, enjoy and hold the "SAID PLOT" absolutely and forever and consequently the VENDORS and CONFIRMING PARTY hereby relinquish all their rights, title and interest in the "SAID PLOT" hereby sold and conveyed in favour of the PURCHASER.



3. That the VENDORS and CONFIRMING PARTY have today delivered exclusive, vacant, lawful and peaceful possession of the "SAID PLOT" to the PURCHASER, the PURCHASER has taken the possession of the "SAID PLOT".
4. That the PURCHASER may hereafter peaceably and quietly possess, hold, use and enjoy the "SAID PLOT" hereby sold to them, without interruption or

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disturbance, claim or demand on the part of the VENDORS and CONFIRMING PARTY or on the part of any person or persons claiming through or under them.

5. That the VENDORS and CONFIRMING PARTY covenant with the PURCHASER as under:-

(a) that they the VENDORS and CONFIRMING PARTY and all persons claiming through or under them shall and will from time to time upon the request and at the costs of the PURCHASER shall do and execute or cause to be done and execute all such lawful acts, deeds and things, whatsoever for further and more perfectly conveying and assuring the "SAID PLOT" unto the PURCHASER and placing them in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required;

(b) that they have not entered into any agreement, understanding and or arrangement for sale, development and or disposal or otherwise howsoever with any other party in respect of the "SAID PLOT";

(c) that they have not created any charge and encumbered the "SAID PLOT" or any part thereof in favour of any Bank or Financial Institution nor obtained any moneys in respect of the "SAID PLOT" and/or any part thereof;



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- (d) that they have good, clear, legal, marketable, subsisting title over the "SAID PLOT" hereby sold and that the same is free from all encumbrances;
- (e) that the representations and declarations made by the VENDORS and CONFIRMING PARTY unto the PURCHASER, relying upon which the PURCHASER has agreed to purchase the "SAID PLOT", be deemed to have been specifically incorporated herein for all purposes and to avoid repetition.
- (f) that there are no outstanding dues in respect of the "SAID PLOT" and all taxes such as land tax, house tax etc. or otherwise in regard to the "SAID PLOT" shall be borne and paid by the VENDORS and CONFIRMING PARTY up to the date of registration of this present Sale Deed and thereafter by the PURCHASER.



6. That the VENDORS and CONFIRMING PARTY hereby authorizes the PURCHASER to get transferred in their name the "SAID PLOT", purchased by them by this present deed with the competent authorities and the VENDORS specifically give No Objection for carrying out mutation and for transferring the survey records in respect of the "SAID PLOT" in the name of the PURCHASER and hereby waives any notice that may be required to be addressed to them under any law in force.

7. That the VENDORS and CONFIRMING PARTY undertake to indemnify and keep indemnified the PURCHASER for any

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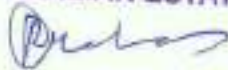
defect in title as against all the person or persons claiming and demanding any right/s, title and interest in the "SAID PLOT" and/or any part thereof. Further, the VENDORS and CONFIRMING PARTY do hereby agree to indemnify and keep indemnified the PURCHASER against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, cost, expenses which may be made or brought or commenced against the PURCHASER by any third party or against the VENDORS or CONFIRMING PARTY any of them and in which the PURCHASER is subject to any loss, damage etc. in respect to the "SAID PLOT" hereby sold.

8. For the purpose of any future communication or correspondence, it shall be sufficient if the letters/notices are duly stamped and posted at the addresses first hereinabove mentioned.

9. Both the parties are entitled for specific performance of the declarations, undertaking and indemnity given herein in these presents.

10. Price paid corresponds to the market value the SAID PLOT and accordingly stamp duty of **RS. 52,500 (Fifty Two Thousand Five Hundred Only)** has been affixed herewith.

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SCHEDULE I

(DESCRIPTION OF THE SAID LARGER PROPERTY)

ALL THAT larger property known as "AFRAGMENT" alias "GUIDVEM" situated within the limits of the Village Panchayat of Siolim, Bardez Goa which property is described in the Land Registration Office of Bardez under number 1795 at page 125 of B46 and enrolled in the Taluka Revenue office of Matriz Predial under no 30 and surveyed under number 362 sub division 7 admeasuring an area of 3375 square meters and under number 362 sub division 2 admeasuring an area of 17700 square meters of Village Siolim, Bardez-Goa.



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SCHEDULE II

(Description of the SAID PROPERTY)

ALL THAT Property out of the Said Larger Property which is more particularly described in Schedule I herein above known as "AFRAGMENT" alias "GUIDVEM situated within the limits of the Village Panchayat of Siolim, Bardez Goa which property is described in the Land Registration Office of Bardez under number 1795 at page 125 of B 46 and enrolled in the Taluka Revenue office of MatrizPredial under no 30 and surveyed under number 362 sub division 7 (part) and which totally admeasures an area of 3375 square meters and the entire property bearing survey number 362 sub division 7 is bounded as under

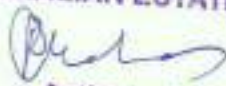
East: By a drain

West: By property bearing survey no 362/5 of Village Siolim

North: By property bearing survey no 362/6 of Village Siolim

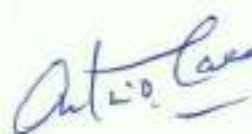
South: By property bearing survey no 362/8 of Village Siolim

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SCHEDULE III

(Description of the SAID PLOT sold)

ALL THAT distinct and independent portion admeasuring an area of 350 square meters which forms a part of the Said Property which is more particularly described in Schedule II herein above known as "AFRAMENT" alias "GUIDVEM" situated within the limits of the Village Panchayat of Siolim, Bardez Goa which property is described in the Land Registration Office of Bardez under number 1795 at page 125 of B46 and enrolled in the Taluka Revenue office of Matriz Predial under no 30 and surveyed under number 362 sub division 7 which totally admeasures an area of 3375 square meters and this Said Plot admeasuring an area of 350 square meters is bounded as under



East: By remaining portion of the property bearing survey no 362/7 of Village Siolim

West: By remaining portion of the property bearing survey no 362/7 of Village Siolim and nallah

North: By property bearing survey no 362/6 of Village Siolim ,

South: By remaining portion of the property bearing survey no 362/7 of Village Siolim

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SCHEDULE IV

(CONSIDERATION)

Rs. 17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand Only)

Total Payable to Vendors	Rs. 17,50,000/-
<u>Amount paid to the Vendors in following manner:</u>	
Paid to Vendors No.1a and 1b	Rs. 3,75,000/-
Paid to Vendors No.2 and 3	Rs. 3,75,000/-
Paid to Confirming Party	Rs. 10,00,000/-

IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the 9th day of the month of March and the year Two Thousand and Twenty One herein above mentioned.

OLALIAN ESTATE PVT LTD


Authorized Signatory

SIGNED, SELAED AND DELIVERED BY THE
WITHINNAMED VENDOR NO 1a
MRS. TEREZA FERNANDES E PAES
Through her POA holder
MR. ANTONIO F T PAES



Caro



L.H.F.I.



1. _____



2. _____



3. _____



4. _____



5. _____

OLALIAN ESTATE PVT LTD

[Signature]

Authorized Signatory

[Signature]



1. _____



2. _____



3. _____



4. _____



5. _____

Antonio F T Paes

Antonio F T Paes

Boirona by

Boirona by

SIGNED, SEALED AND DELIVERED BY THE
 WITHIN NAMED VENDOR NO 1b
 MR. ANTONIO F T PAES



Anto



L.H.F.I.

R. H.F.I.



OLALIAN ESTATE PVT LTD

Anto

Authorized Signatory

Anto

Anto

Anto

Anto

Anto

SIGNED, SEALED AND DELIVERED BY THE

WITHIN NAMED VENDOR NO 2

MRS. MARIA ORFELINDA FERNANDES

THROUGH HER POWER OF ATTORNEY HOLDER

MR. BENTO JOSE FELIX FERNANDES

L.H.F.I.



Handwritten signature/initials



OLALIAN ESTATE PVT LTD

Handwritten signature

Authorized Signatory

Handwritten signature

António
António
Bernardo

SIGNED, SEALED AND DELIVERED BY THE
 WITHIN NAMED VENDOR NO 3
 MR. BENTO JOSE FELIX FERNANDES

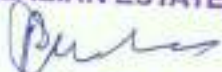


L.H.F.I.


R. H.F.I.

1. 1. 2. 2. 3. 3. 4. 4. 5. 5. 

OLALIAN ESTATE PVT LTD



Authorized Signatory



António Carlos
 António Carlos
 Bento Jose Felix Fernandes

SIGNED, SELAED AND DELIVERED BY THE
WITHIN NAMED PURCHASER

OLALIAN ESTATE PRIVATE LIMITED
REPRESENTED BY ITS DIRECTOR
AKSHAY CHAUDHRY
THROUGH HIS POWER OF ATTORNEY HOLDER
MR. RALPH MASCARENHAS



L.H.F.I.



1. _____



2. _____



3. _____



4. _____



5. _____

OLALIAN ESTATE PVT LTD

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2. _____



3. _____



4. _____



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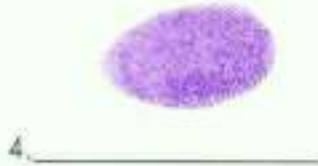
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SIGNED AND DELIVERED
BY THE WITHIN NAMED
CONFIRMING PARTY
MR. MILIND RAMAKANT PARAB

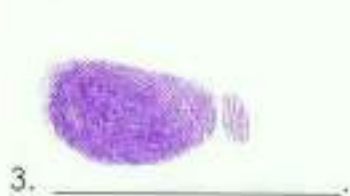
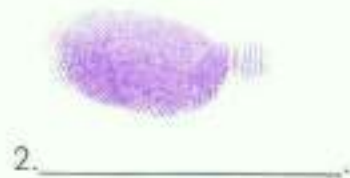


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WITNESSES:

1. Name : Ramnath - S. Naik
 Father's Name : Suryakant Naik
 Age : 26 years
 Residential Add. : Balbot Bastora Mapusa
 Signature : 

2. Name : Shraddha Kamat
 Father's Name : Late Suresh Nagvenkar
 Age : 29 years
 Residential Add. : A/102, Parikar Retreat, Daltawadi, Mapusa, Goa
 Signature : 

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10/12

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

CBAR 120-4430

Plan Showing plots situated at
Village : SIOLIM
Taluka : BARDEZ
Survey No./Subdivision No. : 362/ 7
Scale : 1 : 1000

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



Generated By : Prutap Moulekar (D'Man Gr. II)

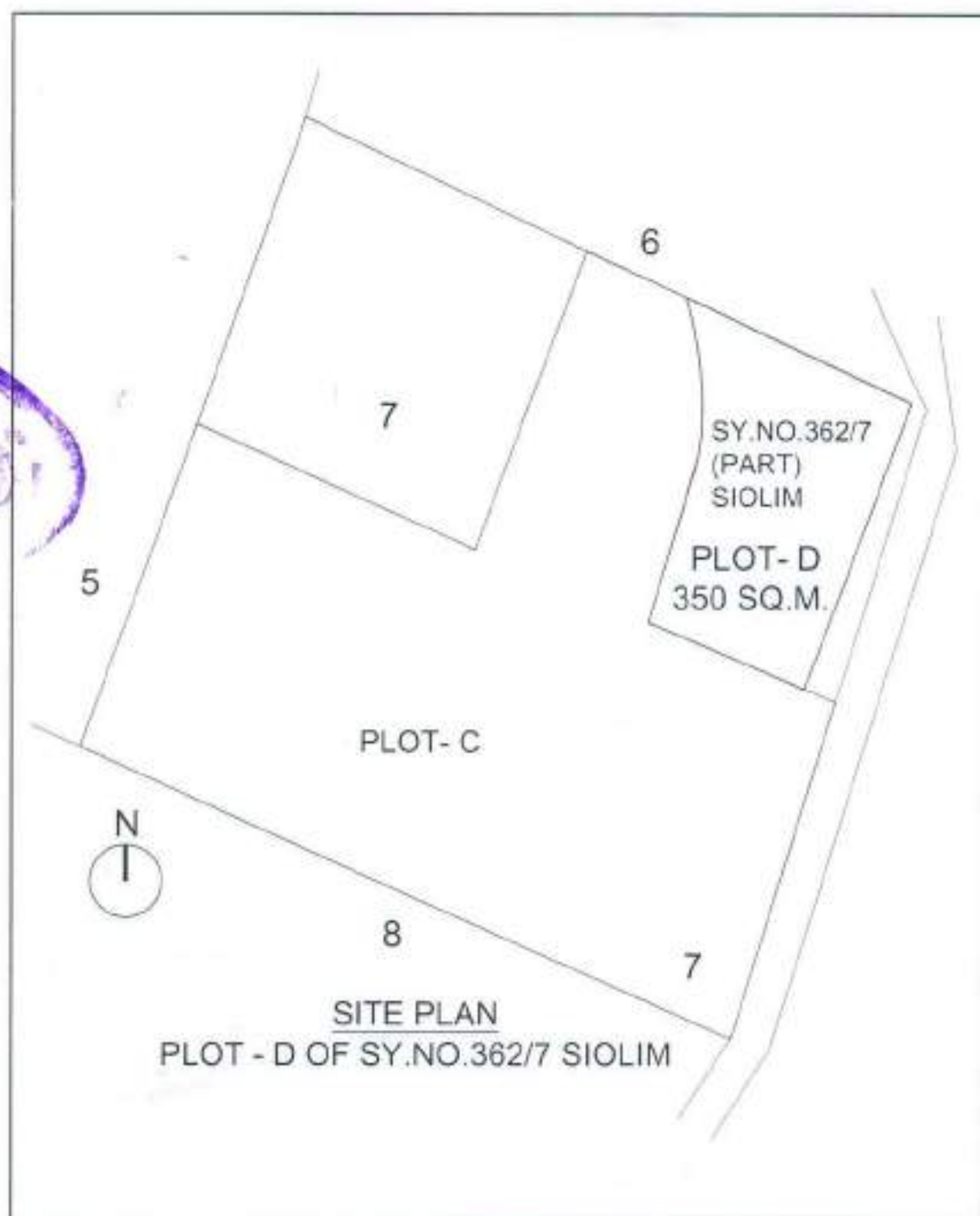
On : 14-12-2020

OLALIAN ESTATE PVT

Authorized Signature

Signature of Prutap Moulekar

Checked By: [Signature]



OLALIAN ESTATE PVT LTD

Authorized Signatory

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Government of Goa
Document Registration Summary 2

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

Print Date & Time : - 09-Mar-2021 11:22:35 am

Document Serial Number :- 2021-BRZ-1065

Presented at 11:17:24 am on 09-Mar-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	52500
2	Registration Fee	35000
3	Mutation Fees	1000
4	Processing Fee	1260
Total		89760

Stamp Duty Required :52500/-



















Stamp Duty Paid : 53000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ralph Mascarenhas POA Holder For Olalian Estate Private Limited ,Father Name:Melwyn Mascarenhas, Age: 30, Marital Status: ,Gender:Male,Occupation: Advocate, Address1 - H No 4 252 Porba Vaddo Calangute Bardez Goa, Address2 - , PAN No.: [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Bento Jose Felix Fernandes Alias Bento Fernandes Alias Bento J Felix Fernandes , Father Name:Late Antonio Francisco Agnelo Fernandes Alais Antonio Fernandes Alias Antonio Francisco AGnel Fernandes, Age: 33, Marital Status: Unmarried ,Gender:Male,Occupation: Service, 7 102 Saunta Vaddo Calangute Bardez Goa, PAN No.: [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Antonio F T Paes Alias Tony Paes Alias Antonio Felizardo Timoteo Paes Or Antonio Felizardo Timoteo Pais , Father Name:Joao Francisco Paes, Age: 81, Marital Status: Married ,Gender:Male,Occupation: Other, 287 Fernandes waddo siolim bardez oxel Goa, PAN No.: [REDACTED]			
3	Bento Jose Felix Fernandes Alias Bento Fernandes Alias Bento J Felix Fernandes , Father Name:Antonio Francisco Agnelo Fernandes Alias Antonio Fernandes Alias Antonio Francisco Agnel Fernandes, Age: 33, Marital Status: ,Gender:Male,Occupation: Service, 7 102 Saunta VAddo Calangute Bardez Goa, PAN No.: [REDACTED] , as Power Of Attorney Holder for Maria Orfelinda Fernandes Alias Maria Orfelinda Lidia De Souza Alias Maria Fernandes			
4	Antonio F T Paes Alias Tony Paes Alias Antonio Felizardop Timoteo Paes Alias Antonio Felizardo Timoteo Pais , Father Name:Joao Francisco Paes, Age: 81, Marital Status: ,Gender:Male,Occupation: Other, 287 Fernandes Waddo Siolim Bardez Oxel Go, PAN No.: [REDACTED] , as Power Of Attorney Holder for Tereza Fernandes E Paes Alias Maria R Fernandes Paes Alias Maria Teresa Paes Alias Maria Tereza Rosalia Fernandes Alias Teresa Pais Or Paes			
5	Milind Ramakant Parab , Father Name:Ramakant Parab, Age: 33, Marital Status: Married ,Gender:Male,Occupation: Service, 110 2 Ganesh Colony Uccassaim Mapusa, PAN No.: [REDACTED]			
6	Ralph Mascarenhas POA Holder For Olalian Estate Private Limited , Father Name:Melwyn Mascarenhas, Age: 30, Marital Status: ,Gender:Male,Occupation: Advocate, H No 4 252 Porba Vaddo Calangute Bardez Goa, PAN No.: [REDACTED] , as Power Of Attorney Holder for Akshay Chaudhry Director Of Olalian Estate Private Limited			
7	Ralph Mascarenhas For Olalian Estate Private Limited , Father Name:Melwyn Mascarenhas, Age: 30, Marital Status: ,Gender:Male,Occupation: Advocate, H No 4 252 Porba Vaddo Calangute Bardez Goa, PAN No.: [REDACTED] , as Power Of Attorney Holder for Olalian Estate Private Limited Represented By Director Akshay Chaudhry			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
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1	Name: Ramnath Naik, Age: 26, DOB: , Mobile: 9049019566 , Email: , Occupation: Service , Marital status : Married , Address: 403507, h no 23 A Balbot bastora mapusa goa, h no 23 A Balbot bastora mapusa goa, Bastora, Bardez, North Goa, Goa			
2	Name: Shraddha Nikhil Kamat, Age: 29, DOB: , Mobile: 8669610536 , Email: , Occupation: Service , Marital status : Married , Address: 403507, A 102, A 102, Parrikar Retreat, Mapusa, Mapusa, Bardez, North Goa, Goa			


Sub Registrar

Document Serial Number : 2021-BRZ-1065

Book :- 1 Document

Registration Number :- **BRZ-1-1029-2021**

Date :- 09-Mar-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:- 09-Mar-2021 11:23:19

Date of Receipt: 09-Mar-2021

Receipt No : 2020-21/9/3446

Serial No. of the Document : 2021-BRZ-1065

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

Received the following amounts from **Ralph Mascarenhas POA Holder For Olalian Estate Private Limited** for Registration of above Document in Book-1 for the year 2021

Registration Fee	35000	E-Challan	• Challan Number : 202100201056 • CIN Number : CPAARGUAH4	35000
Processing Fee	1260	E-Challan	• Challan Number : 202100201056 • CIN Number : CPAARGUAH4	3000
Total Paid	38000 (Rupees Thirty Eight Thousands 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 :

Ramnath 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 **09-Mar-2021**

Signature of the Presenter

Signature of the person receiving the Document

Signature of the Sub-Registrar