

(Rupees Eight Lakh Twenty eight Thousand Only)

For CITIZENCREDIT™
CO-OP BANK LTD

Authorized Signatory



CITIZEN CREDIT CO-OP BANK LTD

E-320, RUA DE OURÉM
PANAJI, GOA 403 001

D-5/STPMV/C.R./35/B/2006-PD(PART-III)

भारत 37611 NON JUDICIAL TIT
167298 JUN 12 2018
R.0878000/- PB6818
R.0878000/- PB6818

भारत 37611
INDIA STAMP DUTY GOA

Name of Purchaser M/s BENNET AND BERNARD Custom Homes Pvt Ltd



-1-

DEED OF SALE

Aras

Ushilagaõ B Dias

Ushilagaõ B Dias

Ushilagaõ B Dias

[Redacted]
R. Dias
H. Dias
Rodrigues
Usilteas B Dias

THIS DEED OF SALE is executed on this 12th day
of June, year 2018, in city of Mapusa, Bardez-Goa.

Usilteas B Dias
H. Dias
Rodrigues
Usilteas B Dias
R. Dias

BETWEEN

1. MR. CAETANO FRANCISCO LELAS DIAS ALIAS CAETANO FRANCISCO LELIS DIAS son of late Mr. Innocent Jose Dias alias Innocencio Jose Dias, age 74 years, married, occupation Business, Indian National, holding Pan Card bearing No. AESPD4572J , Aadhar Card bearing No.2671 2246 3796 Mobile No.9850943385; and his wife,

2. MRS. VISITACAO FERNANDES ALIAS VISITACAO DIAS, d/o Valorian Fernandes, age 71 years, occupation retired nurse, Indian National, holding Pan Card bearing No. JPPD4842K, Aadhar Card bearing No.8641 2052 6723, Mobile No.9545598822, both residents of H.NO- 226, Near Paloti House, Assagao, Bardez Goa.403507, hereinafter called **"THE VENDORS"**, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said VENDORS as well as their heirs, administrators, assigns, successors, nominees, and representatives) **OF THE ONE PART.**

AND

M/S. BENNET AND BERNARD CUSTOM HOMES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Mathias House, 1st Floor, Campal, Panaji-Goa, 403 001, (PAN:AAFCCB6683E) in terms of Board of Resolution, dated, 20/04/2018, represented herein by its DIRECTOR, **MRS. LOURDES CLARA RODRIGUES ALIAS LOURDES RODRIGUES**, age around 60 years, wife of Mr. Luciano Joseph Rodrigues, married, in business, Indian National holding Pan Card bearing No. AFXPR5858M, having



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Aadhar Card bearing No. 7754 7128 4330, residing at Villa Bel Air, Quelosim, Cortalim, 403 710, Email id: Lourdes@bennetandbernard.com, Mobile No. 9850553983, hereinafter referred to as the "PURCHASER", (Which expression shall unless it be repugnant to the meaning or context be deemed to include its executors, Successors, Administrators, representatives and assigns) **of the OTHER PART.**

AND

1. **MR. ATISH TULSHIDAS SHETGAONKAR** , S/o Mr. Tulshidas Shetgaonkar, age around 26 years, Bachelor, Business, Indian National, holding Pan Card bearing No. GKPPS7584F, having Aadhar Card bearing No. 268741417265, Mobile No. 8083271441 Residing at H. No. 559, Varchawado, Morjim Pednem- Goa.

2. **MR. PRAVEEN C. TILVE**, S/o Late Chandrakant Tilve, Age around 38 years, Married, Business, Holding Pan Card bearing No. ADZPT4650M, Aadhar Card no. 2234 37298710, and his wife

3. **MRS. SANAM P. TILVE** D/o A. G Patil , Age 36 years, Married, Holding Pan Card bearing No. AJFPT0532L, Aadhar Card No. 3645 4452 2461, Both Resident of H. No. 34, Tukaram Kunj, Behind NSD, Alto- Dabolim, Mormugao Goa, together hereinafter referred to as "**ASSIGNORS**" (which expression shall, unless it be repugnant to the context or meaning thereof means and include the their heirs, administrators, assigns, successors, nominees, and representatives) **OF THE THIRD PART.**

Whereas the Assignor No. 3 herein represented by her Power of Attorney Holder her Husband Assignor No-2 Mr Praveen C Tilve, he being her duly constituted attorney, vide the instrument of



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Ushiladas B. D. Shetgaonkar
Praveen C. Tilve

power of Attorney executed on 22nd October 2016 at Vasco before the Notary Public Adv. Satschandra Talauleker and registered at Regd. No. 4470/16.

WHEREAS within the jurisdiction of the Village Panchayat of Assagao, Taluka and Sub-District of Bardez, District of North Goa and State of Goa, there exist the following immovable Properties:-

(A) Property known as "Gorxechem Batulem" also known as "Malzalvaddo" admeasuring 650 Sq Mts, surveyed under survey no. 118/4 of Village Assagao, situated at ward Mazalvado, which is described in the Land Registration Office under no. 2709 at folio 373 of Book B-7 New and inscribed under no. 1361 partly at Folio 6 and partly at folio 7 of Book G-3 and not enrolled in the Taluka Revenue office, bearing old Cadastral Survey No. 1240, hereinafter referred to as the 'Property (A)' neither described in the Land Registration Office nor enrolled in the Taluka Revenue Office.

(B) Property known as "Gorxechem Batulem" also known as "Mazalvaddo", admeasuring 625 Sq Mts, surveyed under survey no. 118/5 of Village Assagao, which is described in the Land Registration Office under no. 2708 at folio 372 of Book B-7 New and inscribed under no. 1360 at Folio 6 of Book G-3 and not enrolled in the Taluka Revenue office, bearing old Cadastral Survey No. 1239, hereinafter referred to as the 'Property (B)'. The said Property (A) and the said Property (B) are more specifically described in the Schedules I & II hereunder written and delineated and shown shaded in red color in the Plan annexed hereto hereinafter be referred to as **"THE SAID PROPERTIES"**.

Village of Assagao

For

[Signature]
[Signature]
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WHEREAS the Property (A) originally belonged to Mr. Jose Antonio Dias, married to Mrs. Estella Maria de Souza, who was resident of Assagao, Bardez, Goa, having purchased the same from Rozario Vitorino Dias and his wife, Maria Felicia de Souza;

AND WHEREAS said property stands inscribed in favour of said Mr. Jose Antonio Dias, under Inscription No. 1361, in the Land Registration Office of the Judicial Division of Bardez, Mapusa, Goa;

AND WHEREAS said Mr. Jose Antonio Dias expired leaving behind his wife, Mrs. Estella Maria de Souza and his only son, Mr. Caetano Socrates Dias married to Mrs. Leopoldina Coelho;

AND WHEREAS subsequently, said Mr. Caetano Socrates Dias expired on 03/08/1937 at Assagao, leaving his wife, Mrs. Leopoldina Coelho, as his widow and moiety holder and his son, Mr. Jose Inacinho Dias alias Innocent Jose Dias alias Innocencio Jose Dias as his only heir;

AND WHEREAS Names of said Mrs. Leopoldina Coelho, widow of Mr. Caetano Socrates Dias and her son, Mr. Jose Inacinho Dias, stands recorded in Registo Do Agrimensor of Village Assagao, in respect of the said property bearing old Cadastral Survey No.1240;

AND WHEREAS Names of said Mrs. Leopoldina Coelho, widow of Caetano Socrates Dias and her son, Mr. Jose Inacinho Dias, stands recorded in Form No.1, Registration of the Land Surveyor of Bardez Taluka, Village Assagao, in the Landowners column;

AND WHEREAS said Mrs. Leopoldina Coelho expired on 03/08/1955 and her son, Jose Inacinho Dias alias Innocent Jose Dias alias Innocencio Jose Dias expired on 24/03/1952.

Assagao B Dias
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leaving behind his wife, Maria Angelina de Sa alias Armind Dias alias Arminda de Sa alias Araminda Dias or Armind Dias alias Arminda Jose Dias as his widow and moiety holder and his only son, Mr. Caetano Francisco Lelas Dias alias Caetano Francisco Lelis Dias, married to Mrs. Visitacao Fernandes alias Visitacao Dias;

AND WHEREAS upon the deaths of said Mr. Caetano Socrates Dias, Mrs. Leopoldina Coelho, Mr. Jose Inacinho Dias alias Innocent Jose Dias alias Innocencio Jose Dias, a Deed of Succession 12/10/2010 was drawn in the Office of the Notary, Ex-Officio, Canacona, under Book of Deeds No.29 at pages 89 to 91 reverse and said Maria Angelina de Sa alias Armind Dias alias Arminda de Sa alias Araminda Dias or Armind Dias alias Arminda Jose Dias, a widow and Mr. Caetano Francisco Lelas Dias alias Caetano Francisco Lelis Dias married to Mrs. Visitacao Fernandes alias Visitacao Dias as their legal heirs;

AND WHEREAS name of said Mrs. Armind Dias stands recorded in Index of Lands of the Form III, dated 07/03/2018, in respect of the said property bearing Survey No.118/4 of Village Assagao, Bardez, Goa as Occupant thereof;

AND WHEREAS in terms of Deed of Gift of Property dated 08/03/1973, executed between said Mrs. Arminda Dias, a widow as Donor therein and her son, Mr. Caetano Francisco Lelas Dias alias Francis Dias, as Donee therein, said Donor gifted the said property in favour of the Donee therein, with reservation of usufruct right in the said property;

AND WHEREAS said Deed of Gift of Property dated 08/03/1973, stands registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa, under Registration No. 6326 at pages 10 to 18, at Book No.I, Volume No.73 on 21/03/1973;

Visitacao de Sa alias Armind Dias
Armind Dias

AND WHEREAS said Arminda Dias expired on 06/12/2014 at Mazalwado, Assagao, Bardez, Goa, same evidences as per her Death Certificate dated 09/12/2014, issued by Village Panchayat of Assagao, Goa.

AND WHEREAS, upon the death of said Arminda Dias, the right of usufruct became extinct and by virtue of said Deed of Gift of Property dated 08/03/1973, abovenamed Vendor No.1, Mr. Caetano Francisco Leles Dias alias Francis Dias married to Vendor No.2, Mrs. Visitacao Dias became the exclusive and absolute owners of the said property;

AND WHEREAS names of said Mr. Caetano Francisco Leles Dias alias Francis Dias and his wife, Mrs. Visitacao Dias, stands recorded in Form I & XIV in respect of the said property bearing Survey No.118/4 as occupants thereof against mutation entry No.63530; hence became the exclusive owners of the Said Property (A).

WHEREAS the said Property (B) originally belonged to Mr. Pedro Manuel Dias, having purchased the same from Maria Arcangela de Braganca, a spinster, on 24/11/1880

AND WHEREAS said property stands inscribed on 19/7/1888, in favour of above said Mr. Pedro Manuel Dias under Inscription No.1360, at folio 123 v and folio 124 in the Land Registration Office of the Judicial Division of Bardez, Goa;

AND WHEREAS said Mr. Pedro Manuel Dias and his wife expired leaving behind his only son, Mr. Caetano Francisco Teotonio Dias married to Mrs. Carmelina Matias;

AND WHEREAS name of said Mr. Pedro Manuel Dias is recorded in the death certificate of his son, Caitano Francisco Dias, in the Name of Father/ Husband column, hence it is



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Teotonio Dias
Teotonio Dias

proved that said Caitano Francisco Dias was the son of late Pedro M. Dias;

AND WHEREAS name of above said Carmelina Matias, widow of Caetano Francisco Teotonio Dias and daughter, Maria Elvina Dias stands recorded in Registo Do Agrimensor of the Taluka Bardez, against old cadastral survey No.1239 and new Survey No. 118/5 issued by Maya K. Amonkar, Inspector of Survey & Land Records, Panaji, Goa on 26/10/2016;

AND WHEREAS said Caitano Francisco Dias expired on 08/01/1931 at Assagao and his wife, Carmelina Maria Felicia Matias e Dias, expired on 24/02/1944 leaving behind their only daughter, Mrs. Evelina Dias E Menezes, married to Mr. Joseph Aloysies D' Menezes, as their sole and universal heiress;

AND WHEREAS as per Death and Burial Certificates both issued on 04/04/2002, by Parish Priest, Archdiocese of Goa and Daman, evidences that said Caitano Francisco Dias and Carmelina Maria Felicia Matias e Dias, survived by one daughter, Mrs. Evelina Dias e Menezes;

AND WHEREAS said Mrs. Evelina Dias e Menezes, was married to Mr. Joseph Aloysies D'Menezes;

AND WHEREAS in terms of Sale Deed dated 11/10/1979, executed between said Mrs. Evelina Dias e Mendes and her husband, Mr. Joseph Aloysious D' Menezes, through their attorney Mr. Marcelo Caetano Salvador Andrade, as Vendors therein and Arminda Dias, a widow, as Purchaser therein, said Vendors sold and transferred the said property admeasuring 625.00 square meters, surveyed under Survey No.118/5, to the Purchaser therein;

AND WHEREAS said Sale Deed dated 11/10/1979, stands registered in the Office of the Sub-Registrar of Bardez at

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A. Dias

Mapusa, Goa, under Registration No.1078 at pages 385 to 389 at Book No. 1, Volume No.139 on 29/12/1979;

AND WHEREAS by virtue of said Sale Deed dated 11/10/1979, said Arminda Dias, a widow became the exclusive and absolute owner of the said property;

AND WHEREAS name of one, Mr. Enas Fonseca was erroneously recorded in Form I & XIV in respect of the said property bearing Survey No. 118/5 as occupant thereof, therefore, Mrs. Arminda Dias, filed a Case bearing No.18/24/2000-LRC-MISC/245, in the Court of the Deputy Collector and SDO at Mapusa, Goa, against unknown heirs of Enas Fonseca, Evelina Dias e Menezes and Joseph Alloysies S. Menezes, for deleting the name of said Mr. Enas Fonseca;

AND WHEREAS vide Order dated 05/05/2000, in the aforesaid proceeding, name of said Enas Fonseca was deleted and name of Mrs. Arminda Dias was order to include in the Form I & XIV in respect of the said property bearing Survey No.118/5 as occupant thereof, against mutation entry No.1053;

AND WHEREAS said Mrs. Maria Angelica de Sal alias Arminda Dias alias Armenda Dias alias Arminda Jose Dias, widow expired leaving behind son, Mr. Caetano Francisco Lelas Dias alias Caetano Francisco Lelis Dias alias Francis Lelis Dias, married to Mrs. Visitacao Fernandes alias Visiticao Dias as her only heir;

AND WHEREAS upon deaths of grandparents and father of Mr. Caetano Francisco Lelas Dias alias Caetano Francisco Lelis Dias alias Francis Lelis Dias, a Deed of Succession 12/10/2010 was drawn in the Office of the Notary, Ex-Officio, Canacona, under Book of Deeds No.29 at pages 89 to 91 reverse was drawn and his mother, Mrs. Maria Angelica de Sal alias Arminda Dias alias Armenda Dias alias Arminda Jose Dias, was confirmed as his widow and Mr. Caetano Francisco Lelas Dias

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alias Caetano Francisco Leles Dias alias Francis Leles Dias, married to Mrs. Visitacao Fernandes alias Visiticao Dias was declared as their heir;

AND WHEREAS said Arminda Dias expired on 06/12/2014 at Mazalwado, Assagao, Bardez, Goa, as reflected in her Death Certificate dated 09/12/2014, issued by Village Panchayat of Assagao, Goa;

AND WHEREAS upon the death of said Arminda Dias, her only son, Vendor No.1, Mr. Caetano Francisco Leles Dias alias Caetano Francisco Leles Dias alias Francis Leles Dias married to Vendor No.2, Mrs. Visitacao Fernandes alias Visiticao Dias became the exclusive and absolute owner of the said property;

AND WHEREAS names of said Mr. Caetano Francisco Leles Dias alias Francis Dias and his wife, Mrs. Visitacao Dias, stands recorded in Form I & XIV in respect of the said property bearing Survey No.118/5 as occupants thereof against mutation entry No.63531; hence became the exclusive owners of the Said Property (B).

AND WHEREAS That the present Vendors herein became the absolute owners of the SAID PROPERTIES and enjoying the same without any interference, interruption, objection, obstruction, opposition, Claim or hindrance, from anybody whomsoever, until this date and consequently they the said Vendors are fully entitled to deal with the SAID PROPERTIES and to dispose off, in the manner that they may wish.

AND WHEREAS as per the two Memoranda of Understanding dated, 14/12/2017 and dated 18/12/2017 the entered into by the ASSIGNORS and the VENDOR No.1 and VENDOR No.2 respectively, the VENDORS herein agreed to SELL the SAID PROPERTIES to the ASSIGNORS or any of their Nominees for the total amount of Rs. 1,10,00,000/- (Rupees One Crore ten Lakhs Only), on such terms and conditions more particularly

Visitacao B Dias
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set out in the said Memoranda of Understanding which were registered before Notary Adv. Meera Medhekar of Panaji, Tiswadi- Goa, under Sr.No.8829, dated, 14/12/2017 and before Notary Adv. Meera Medhekar of Panaji, Tiswadi- Goa, under Sr.No.8951, dated, 18/12/2017 respectively

AND WHEREAS THE Assignors have already made a part payment of Rs.15,00,000/- (Rupees Fifteen lakhs Only) to the VENDORS , upon execution of the Said MOUs .

AND WHEREAS the ASSIGNORS herein have agreed to assign all the rights they have acquired to the SAID PROPERTIES under the said MOUs, in favour of the PURCHASER.

AND WHEREAS hereinafter signing this SALE DEED, the said MEMORANDA OF UNDERSTANDING now stand revoked and cancelled for all legal purposes and shall not have any binding effect neither on the VENDORS nor on the PURCHASER from this day, which has been consented and confirmed by the "ASSIGNORS"

AND WHEREAS the SAID PROPERTIES are not subject to any notice or scheme or notification or proceedings under Land Acquisition Act or Requisition, Administration of Evacuee Properties Act, or any other claims, demands, charges, penalties by any statutory authority;

AND WHEREAS no attachment or notice/s from the Central or State Government or any other local body or authority under any Act, or Scheme or Legislative Enactment, Government Ordinance, Order or notification including Notice/Proceedings for Acquisition/Requisition had/has been received by/or served upon the Vendors and that the SAID PROPERTIES or any part thereof is not subject to any attachment or recovery proceedings under the Income Tax Act, or any other act or statute, law or regulation;

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AND WHEREAS there are no charges, attachments, previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens, injunctions, executive demands, etc. as against the SAID PROPERTIES.



AND WHEREAS the said Vendors and ASSIGNORS herein have proposed to dispose off by sale the SAID PROPERTIES to any intending acquirers, for valuable consideration.

AND WHEREAS, the ASSIGNORS approached the said PURCHASER and based on the representations made by the said ASSIGNORS and the VENDORS, the present PURCHASER expressed its readiness and having in good faith believed all the above mentioned representations that came to be made to them, are willing to purchase the SAID PROPERTIES free from all or any encumbrances, changes or demands whatsoever as it is from the said VENDORS, along with the sanad etc.. of the SAID PROPERTIES obtained by the ASIGNORS at their own cost.

AND WHEREAS the ASSIGNOR No.3 is the wife of the ASSIGNOR No.2 and is added as a party to this Deed of Sale in view of the law of Communion of Assets prevalent in Goa.

AND WHEREAS the **PURCHASER** has verified the title of the VENDORS in the SAID PROPERTIES and is satisfied that the vendors have absolute rights, clean, clear title and interest to hold and dispose the SAID PROPERTIES .

AND WHEREAS they, the said VENDORS, have agreed to sell the SAID PROPERTIES to the PURCHASER and the ASSIGNORS have agreed to assign all their rights under the said MOUs dated 14/12/2017 and 18/12/2017 in favour of the PURCHASER and the said PURCHASER has agreed to purchase the SAID

For Sridharao B Dias  

PROPERTIES for the total consideration of **Rs.1,95,00,000/- (Rupees One Crore Ninety Five Lakhs Only)**, free from all encumbrances, charges and demands whatsoever, the same being the fair market value of the said properties (hereinafter, for the sake of brevity, referred to as the said 'Consideration').

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:-

1. That in pursuance of the above representations made by the VENDORS and the ASSIGNORS and in Consideration of the said sum of **Rs.1,95,00,000/- (Rupees One Crore Ninety Five Lakhs Only)**, less 1% TDS as applicable, paid in the following manner:-



(a) A Demand Draft of Axis Bank, Dated 11/06/2018 bearing No. 063754, for a sum of Rs.47,02,500/- (Rupees Forty Seven Lakhs Two Thousand and Five Hundred Only), drawn on Axis Bank, Panjim Branch to **VENDOR No.1**; and TDS of Rs.47,500 (Rupees Forty Seven Thousand Five Hundred Only) paid into the Government Account.

(b) A Demand Draft of Axis Bank, Dated 11/06/2018 bearing No. 063753, for a sum of Rs.47,02,500/- (Rupees Forty Seven Lakhs Two Thousand and Five Hundred Only), drawn on Axis Bank, Panjim Branch, to **VENDOR No.2**; and TDS of Rs.47,500 (Rupees Forty Seven Thousand Five Hundred Only) paid into the Government Account.

(c) A Demand Draft of Axis Bank, Dated 11/06/2018 bearing No. 063755, for a sum of Rs.14,85,000/- (Rupees Fourteen Lakhs Eighty Five Thousand Only), in favour of **the ASSIGNOR No.1** and TDS of Rs.15,000 (Rupees Fifteen Thousand Only) paid into the Government Account.

(d) A Demand Draft of Axis Bank, Dated 11/06/2018 bearing No. 063757, for a sum of Rs.84,15,000/- (Rupees Eighty Four Lakhs Fifteen Thousand Only), in favour of **the**

ASSIGNOR No.2 and TDS of Rs.85,000 (Rupees Eighty Five

Assign *Assignor No.2* *Assignor* *Assignor*

Thousand Only) paid into the Government Account. At the request of the **ASSIGNOR No.2** and **3**, the DD is being issued in the single name of the **ASSIGNOR No.2**, and both jointly acknowledge the receipt of the same.

Which total Consideration has been fully paid today by the said PURCHASER into the hands of the said VENDORS and the said ASSIGNORS, the receipt of which total consideration of sale, they the said VENDORS and ASSIGNORS do hereby acknowledge and give their full discharge to the said PURCHASER, and they the said ASSIGNORS assign and transfer to the PURCHASER all the rights acquired by them in the SAID PROPERTIES, AND the said VENDORS do hereby sell, convey, transfer and assign all their right title and interest in the SAID PROPERTIES to the said PURCHASER; which SAID PROPERTIES are situated in the village of Assagao, Bardez Taluka, District of North Goa and State of Goa, the SAID PROPERTIES being more specifically described in the Schedules I & II hereunder written, and more particularly identified in the Plan annexed hereto, along with ALL THE RIGHT, TITLE, INTEREST, PROPERTY CLAIM AND DEMAND whatsoever of the VENDORS unto or upon the SAID PROPERTIES, hereby conveyed unto the said PURCHASER its executors, successors, legal representatives, administrators and assigns, absolutely and forever, as ordinarily passed on such sale.

2. The said VENDORS and ASSIGNORS transfer to the said PURCHASER, all the right, title and possession of the SAID PROPERTIES, so that the PURCHASER shall exclusively own it, on the undertaking that if the said VENDORS and/or ASSIGNORS deprive the said PURCHASER from enjoying the SAID PROPERTIES, for defect of title or for any other cause, the said VENDORS and the ASSIGNORS shall be liable to refund the consideration and Stamp duty to the PURCHASER in terms of law.



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3. AND THE VENDORS and ASSIGNORS do hereby covenant and declare for themselves, their heirs, executors, legal representatives and assigns, that they the said VENDORS and ASSIGNORS now have good faith to convey the SAID PROPERTIES unto the PURCHASER its, executors, administrators, representatives and assigns in the manner aforesaid.

4. AND that the PURCHASER shall hereafter peaceably hold, use and enjoy the SAID PROPERTIES as its own chattel and property without there being any hindrance, interruption, claim or demand by or from the VENDORS or ASSIGNORS or any other person whomsoever.

5. AND THE VENDORS and ASSIGNORS do hereby agree to save harmless, and keep indemnified the PURCHASER from and against all losses, damages, costs and expenses which the said PURCHASER may sustain or incur by reason of any claim being made by anybody whomsoever to the SAID PROPERTIES or in respect of any arrears or misrepresentations, Claims, Charge, rights, interests, liens, mortgage, encumbrances, taxes or cesses, agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens, injunctions, executive demands, notice or scheme or Legislative Enactment, Government Ordinance, Order or notification or proceedings under Land Acquisition/Requisition, Administration of Evacuee Property Act, or any attachment or recovery proceedings under the Income Tax Act or any other act or statute, law or regulation claimed by any parties thereof.

6. AND THE VENDORS and ASSIGNORS do hereby further represent to the PURCHASER and declare that they have not done or been party to any act whereby the SAID PROPERTIES is or may be under any charge in title, claim, estate or otherwise howsoever or whereby the VENDORS

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and/ or ASSIGNORS are prevented from conveying or assigning the SAID PROPERTIES or any part thereof.

7. AND THE VENDORS declare that they have not entered into any Agreement and/or Sale Agreement, Memorandum of Understanding, etc.. other than the Said MOUs with the Assignor, or Mortgage or Hypothecation, or any other form of transaction whereby the SAID PROPERTIES has been offered as a security for the payment or performance of any money or thing, or Sale Deed with any other person/s, Builders, Developer, or Purchaser and/or Banks and Financial Institution of any type, nor received from them any loan, advance, earnest money deposit, in respect of the SAID PROPERTIES.

8. AND THE VENDORS and ASSIGNORS and all the persons claiming under them further covenant that they shall and will from time to time and at all times hereafter, upon the request and cost of the PURCHASER do and execute or cause to be done and executed all such further and other acts, deeds, matters, things and assurances whatsoever, for further and more perfectly and absolutely granting and assuring the SAID PROPERTIES thereof unto the said PURCHASER its executors, legal representatives and assigns for placing them in possession of the same according to the true intent and meaning of these presents as well as may be reasonably required to give a clear and marketable title to the said PURCHASER.

9. AND THAT the SAID PROPERTIES are believed and shall be taken to have been correctly described in the schedules hereunder written and sold, and if any error, misstatement or omission be subsequently discovered the same shall not annul this sale, but shall be suitably corrected by all parties hereto and/or by their respective heirs and successor.

Visitação Dias

A. Dias





10. AND THE VENDORS have no objection to have their names deleted from the Survey Records and to have the name of the PURCHASER entered in Form I & XIV of the survey records pertaining to the SAID PROPERTIES and give their consent for it to make requisite applications for the said purpose.

11. That the VENDORS, ASSIGNORS and the PURCHASER hereby declare that neither the parties nor the original owners of the SAID PROPERTIES in transaction belong to SC/ST pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

12. This Deed of Sale is engrossed/ printed on stamp papers of total value of **Rs.8,78,000/- (Rupees Eight Lakhs Seventy Eight Thousand Only)** in full payment of the stamp duty that is due and payable on account of the transfer of such immovable property effected by virtue of this Deed of Sale which is its market value i.e. a sum of **Rs. 1,95,000,00/- (Rupees One Crores and Ninety Five Lakhs Only)**.

SCHEDULE-I

DESCRIPTION OF THE PROPERTY (A)

All that immovable Property known as "Gorxechem Batulem" also known as "Mazalwada" admeasuring 650 Sq Mts, surveyed under survey no. 118/4 of Village Assagao, situated at ward Mazalvado, which is described in the Land Registration Office under no. 2709 at folio 373 of Book B-7 New and inscribed under no. 1361 partly at Folio 6 and partly at folio 7 of Book G-3 and not enrolled in the Taluka Revenue office, bearing old Cadastral Survey No. 1240, situated within the jurisdiction of the Village Panchayat of Assagao, Taluka

Visitação R. Dias

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and Sub-District of Bardez, District of North Goa and State of Goa and the same is bounded as under:-

On the North : By the property bearing Survey No. 118/3,

On the South : By the Property bearing Survey No. 118/3,

On the East : By the property bearing Survey No. 118/5,

On the West : By the Property bearing Survey No. 118/3.

DESCRIPTION OF THE PROPERTY (B)

All that immovable Property known as "Gorxechem Batulem" also known as "Mazalvaddo", admeasuring 625 Sq Mts, surveyed under survey no. 118/5 of Village Assagao, which is described in the Land Registration Office under no. 2708 at folio 372 of Book B-7 New and inscribed under no. 1360 at Folio 6 of Book G-3 and not enrolled in the Taluka Revenue office, bearing old Cadastral Survey No. 1239, situated within the jurisdiction of the Village Panchayat of Assagao, Taluka and Sub-District of Bardez, District of North Goa and State of Goa and the same is bounded as under:-

On the North : By the Property bearing Survey No. 118/3,

On the South : By the Property bearing Survey No. 118/3,

On the East : By the property bearing Survey No. 118/6,

On the West : By the Property bearing Survey No. 118/4

Visitação B Dias

Bardez

IN WITNESS WHEREOF, the VENDORS, ASSIGNORS and the PURCHASER upon having read over and understood all the contents as hereinabove mentioned, have hereto in token of their acceptance and acknowledgment thereof, set and subscribed their respective signatures and finger impressions on the day, month and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHINNAMED

VENDOR NO.1:

MR. CAETANO FRANCISCO LELAS DIAS
ALIAS CAETANO FRANCISCO LELIS DIAS

Caetano

(MR. CAETANO FRANCISCO LELAS DIAS
ALIAS CAETANO FRANCISCO LELIS DIAS)

FINGERPRINTS:

Left Hand



Right Hand



Caetano *Caetano* *Caetano* *Caetano* *Caetano*

**SIGNED AND DELIVERED BY THE WITHINNAMED
VENDOR NO.2:
MRS. VISITACAO FERNANDES
ALIAS VISITACAO DIAS**

Visitacão B Dias

**(MRS. VISITACAO FERNANDES
ALIAS VISITACAO DIAS)**

FINGERPRINTS:

Left Hand



Right Hand

F. Dias

Visitacão B Dias

Visitacão B Dias

Induques

SIGNED AND DELIVERED BY THE WITHINNAMED

PURCHASER:

**M/S. BENNET AND BERNARD CUSTOM HOMES
PRIVATE LTD,**

Through Its Director,

**MRS. LOURDES CLARA RODRIGUES
ALIAS LOURDES RODRIGUES**

Loures

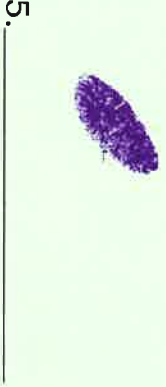
**(MRS. LOURDES CLARA RODRIGUES
ALIAS LOURDES RODRIGUES)**



FINGERPRINTS:

Left Hand

Right Hand



Visitação B Dias

de Moraes

SIGNED AND DELIVERED BY THE WITHINNAMED
ASSIGNOR NO.1:
MR. ATISH TULSHIDAS SHETGAONKAR

Atish Shetgaonkar

(MR. ATISH TULSHIDAS SHETGAONKAR)

FINGERPRINTS:

Left Hand



Right Hand

Atish

Vishitgaon B Dias

Atish Shetgaonkar

Doanpud

**SIGNED AND DELIVERED BY THE WITHINNAMED
ASSIGNOR NO.2:
MR. PRAVEEN C. TILVE FOR HIMSELF AND AS
ATTORNEY HOLDER FOR ASSIGNOR NO-3 MRS SANAM
P TILVE**

(MR. PRAVEEN C. TILVE)

FINGERPRINTS:

Left Hand



IN THE PRESENCE OF THE WITNESSES:-

1. Sonia Raut 

2. Keane Anand 

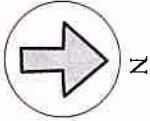
Praveen Visitao B Dico  

-25-



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

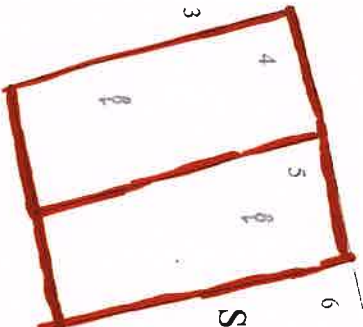
Inward No: 6357



Plan Showing plots situated at
Village : ASSAGAO
Taluka : BARDEZ
Survey No./Subdivision No. : 118/ 4,5
Scale : 1:1000

Choke

Anisha Matondkar
Asst. Survey & Settlement Officer
Panaji-Goa



SURVEY No.118



Generated By: *Atul Sawant* (DMan Gr.II)
On : 19-04-2018

Compared By: Dilip M. Tamoshkar (DMan Gr.I)
19/04/2018

For Visitacio B Dias
Shirgaonkar
Idolwaskar
Boalupur

REG_1_52490_6

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 13-06-2018 12:32:43 PM

Document Serial Number : 2551




Presented at 11:53:00 AM on 13-06-2018 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	682500.00
2	Processing Fees	580.00
Total :		683080.00

Stamp Duty Required: 877500.00

Stamp Duty Paid: 878000.00

Lourdes Clara Rodrigues@ Lourdes Rodrigues presenter

Name	Photo	Thumb Impression	Signature
Lourdes Clara Rodrigues@ Lourdes Rodrigues, W/O Luciano Joseph Rodrigues, Married, Indian, age 60 Years, Business, r/o Villa Bel, Air, Quelosim, Cortalim. Pan no AFXPB5835M, Director of M/S Bennet & Bernard Custom Homes Private Limited, having its reg office at Mathias House, 1st Floor, Campal, Panaji Goa, Vide Board Resolution dated on 20/04/2018, holding pan no AAFCB6683E.			

Endorsements

Executant

1. Praveen C. Tilve, S/O Late Chandrakant Tilve, Married, Indian, age 38 Years, Business, r/o H.no 34, Tukaram Kunj, Behind NSD, Alto Dabolim, Mormugao Goa Pan no ADZPT4650M, POA for Assignor no 3 dated on 24/10/2016 executed before notary Adv Satishchandra Talaulikar under reg no 4470/2016

Photo	Thumb Impression	Signature
		


2. Caetano Francisco Lelas Dias@Caetano Francisco Lelis Dias, S/O Innocent Jose Dias@Inocencio Jose Dias, Married, Indian, age 74 Years, Business, r/o H.no 226, Near Paloti House, Assagao, Bardez Goa Pan no AESPD4572J

Photo	Thumb Impression	Signature
		

3. Visitacao Fernandes@Visitacao Dias, D/O Valorian Fernandes, Married, Indian, age 71 Years, Retired, r/o H.no 226, Near Paloti House, Assagao, Bardez Goa Pan no BIPPD4842K

Photo	Thumb Impression	Signature
		<i>Atish Tulshidas Shetgaonkar</i>

4 . Atish Tulshidas Shetgaonkar, S/O Tulshidas Shetgaonkar, UnMarried, Indian, age 26 Years, Business, r/o H.no 559, Varcha Wadda, Morjim, Pernem Goa Pan no GKKPS7584F

Photo	Thumb Impression	Signature
		<i>Lourdes Clara Rodrigues</i>

5 . Lourdes Clara Rodrigues@ Lourdes Rodrigues, W/O Luciano Joseph Rodrigues, Married, Indian, age 60 Years, Business, r/o Villa Bel, Air, Quelosim, Cortalim. Pan no AFXPR5858M, Director of M/S Bennet & Bernard Cust. Homes Private Limited, having its reg office at Mathias House, 1st Floor, Campal, Panaji Goa, Vide Board Resolution Dated on 20/04/2018, holding pan no AAFCB6683E.

Photo	Thumb Impression	Signature
		<i>Sonia Raut</i>

Identification

Sr No.	Witness Details	Signature
1	Adv Sonia Raut , D/O Late Shablo Raut, UnMarried, Indian, age 33 Years, Advocate, r/o H.no 102/B, Khaltcha Wadda, Sal, Bicholim, Goa	<i>S Sonia Raut</i>

TDS paid through Axis Bank 12/06/2018 Rs 1,95,000/-

Scanned By:-

Endorsement

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Mutation fees of Rs 2,000/- is paid

vide challan no 201800505389

dated on 13/06/2018.

Sub-Registrar
SUB-REGISTRAR
BARDEZ

2551/18

Book-1 Document
Registration Number BRZ-BK1-02630-2018
CD Number BRZD799 on
Date 13-06-2018

Sub-Registrar (Bardez)

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

