

9
SUPERINTENDENT
MAPUSA



IN THE COURT OF THE SENIOR CIVIL JUDGE 'A' COURT AT
MAPUSA - GOA.

Special Civil Suit No. = 99/2008/A

vs. ... Builders
represented by its proprietor,
Mr. ...
... office at Karekar Building
... Road,
... and now shifted to
... Home Bldg., 1st Floor, Rajwade,
... Goa.

... Plaintiff

NOTES

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SUPERINTENDENT
MADRAS

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Chandrakant Apts., Mapusa - Goa. Defendants

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ORIGINAL

y

U.D.C.



7
EXHIBIT
4 SUPPLEMENTARY
RECORDS

IN THE COURT OF CIVIL JUDGE SENIOR DIVISION

AT MAPUSA GOA

Special Civil Suit No.99/2008/A

M/s. Gama Builders
Represented by its Proprietor
Mr. Rui da Gama. Plaintiff

V/s.

Ana Lstera Fonseca, Celia Fonseca
and ors. Defendants

COMPROMISE TERMS

MAY IT PLEASE YOUR HONOUR



The Plaintiff and Defendants respectfully state and submit as under:-

(1) That the Plaintiff and Defendants have settled their differences in the suit and have arrived at the following terms of compromise:

(a) The Plaintiff and Defendants have entered into an AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 with Defendant No.11 Mr. Vijay Deshmukh, proprietor of Deshmukh Constructions in respect of the suit property bearing Survey No.95/22 of Sangolda Village, Bardez - Goa, a certified copy of the same is hereto annexed for the perusal of this Hon'ble Court and shall form the part and parcel of the present consent terms.

(b) That the said Defendant No.11 Mr. Vijay Deshmukh shall address, answer, fulfill and perform all the rights and obligations of both Plaintiff and Defendants visa-a-vis the said property as per the terms, conditions and provisions of the said AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT, dated 17/11/2015.

(2) That suit shall stand disposed of in accordance with these terms of compromise.

(3) Both parties shall bear their own costs.

[Faint handwritten text]

[Handwritten signature]
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M. Modera

Guarantee

And for the said...

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SUPERINTENDENT
MADRAS

(4) All parties shall permit the Defendant No.11 to carry out construction in the said property in consideration for settling their respective demands in the suit as per their respective shares.

(5) Conveyance of the property in favour of the Defendant No. 11 shall only be executed on the owners receiving their respective settlements in cash or in kind as per their demands.

(6) AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 has been executed simultaneously with these compromise terms.

Dated: 17/11/2015



PLAINTIFF

(MR. RUI DA GAMA)

DEFENDANTS

Ana Ester Monteiro
SMT. ANA ESTERA FONSECA CELIA
FONSECA

R. Monteiro
MS. ROSARINHA ELVINA MONTEIRO
ALIAS RUZARINO MONTEIRO

Es. Paulo

W. A.
1/11/15

Paulo Jose Paulo Fonseca

Goaquina

47
SUPERINTENDENT
REPUBLICA

2b. Ana Ester Monteiro
MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO,
THROUGH HIS L.A. SMT. ANA ESTERA FONSECA CELIA FONSECA

3. E. Paes
MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES

4a. J. Paes
MR. JULIO ANTONIO PAES

4b. M. Paes
MR. JOSE MARCOS PAES alias MARCUS PAES

5. Camilo Jose Paulo Fonseca
MR. CAMILO JOSE PAUL FONSECA alias CAMILO FONSECA

E. Paes

M. Paes Camilo Jose Paulo Fonseca

Guadalupe

J. Paes



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4
SUPERINTENDENT
KADAPPA

6. Joaquina
MRS. JOAQUINA BRAGANZA E
FONSECA

8a, 9 & 10. Me
Through their L.A. MR. JOSE MARCOS
PAES alias MARCUS PAES



Deshmukh
11. _____
MR. VIJAY DESHMUKH

ADV. FOR PLAINTIFF

Umesh

ADV. FOR DEFENDANT NOS. 5 & 6

Rajesh

5 Paes

Me

Umesh

Joaquina

Jose Paes Fonseca

5

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SUPERINTENDENT
1902-1903

ADV. FOR DEFENDANT NO. 11



Alfonso
1903

Gouguina

Amato Joe Paulo Gouguina

2. MRS. HANNAH VIEGAS, daughter of MR. EDMUND VIEGAS, 41 years, married, Indian national, service, having PAN Card bearing no. ADLPV6162G; and
3. MRS. RENITA VIEGAS, daughter of MR. EDMUND VIEGAS, 40 years, married, Indian national, housewife, having PAN Card bearing no. ADHPV8198E; and

All residents of Building no. 1, Flat no. 2 Paradise, Nahur Road, Mulund West, Mumbai - 400 080;

do hereby appoint, nominate and constitute MR. MARCUS PAES, son of MRS. ELIZABETH PAES, 44 years, unmarried, Indian national, having PAN Card bearing no. BGFPP8537H on our behalf as our lawful attorney to do the following acts, deeds, things as if it is done by us personally (viz):-

To file application for mutation, re-survey, partition, correction of survey records, demarcation, Conversion, change of zone and/or any kind of application/s of whatsoever nature and/or for whatsoever purpose etc., before the appropriate forum or any authority/s and to do all acts, deeds, and things for the finalizations of the said proceedings.

2. To represent us before all the government and the local bodies or and authorities constituted for any purpose whatsoever.
3. To apply for and obtain the permission under the Town and Country Planning Act, for change of land use and obtain the receipt of the same and for the said purpose to sign, and execute all letters, challans, applications, undertakings, declarations, indemnities, bonds, agreements etc. as may be necessary or required by the concerned authorities.

To submit plans for construction/reconstruction/renovation to be carried out in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa or revised in accordance with rules and regulations thereof to prepare, submit and execute all applications, forms, affidavits, undertakings, writings as may be necessary for obtaining the said approvals and sanction.

5. To appear and represent us in S.C.S. No.99/2008/A presently pending before THE COURT OF CIVIL JUDGE SENIOR DIVISION AT MAPUSA-GOA and in pursuance thereof sign any reply/documents/applications/papers/affidavit/verification/declaration, consent terms etc., and to do all acts, things and deeds in the pursuant to the said court case.

6. To file and defend/oppose any suit, appeal, revision, review, writ or any other legal proceedings on our behalf, and to withdraw compromise/settle proceedings at any time and on any terms and conditions as our attorney deems fit and proper.
7. To file and/or contest any suit or proceedings in any court of law, whether civil, criminal or revenue to protect our rights and interests in the said property and to do all acts, deeds and things required to be done till the decree and also to get any decree/award executed and satisfied.
8. To sign, execute, verify and deliver any plaint, written statement, memo of appeal, revision, Petition, application for review, Writ Petition or any other necessary applications/documents or pleadings on our behalf, and to appear before any Judge, Magistrate, Revenue Officer or any other officer empowered by law to hear the proceedings or inquiry.
9. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
10. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
11. To appoint an Advocate or Pleaders, Architects, Surveyors, Engineers, Chartered Accountants or any other competent person/s as and when necessary and to pay their fees.
12. To appear and represent us before the Sub-Registrar, Mamlatdar of Bardez, Dy. Collector and S.D.O., Collector, Town and Country Planning Department, North Goa Planning and Development Authority, P.W.D., Electricity Department, village Panchayat, City survey, Health Department, Primary Health Centre, Land survey Department and all other authorities for all purposes as may be required and apply for and obtain orders for change of land use if necessary or for grant of any plans, licenses, sanctions, orders etc., and obtain all such licenses, no objections, permissions and for the same and other purposes incidental thereto, to sign and execute necessary petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary to secure plans, modified plans, licenses and other permissions for construction and other purposes in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and also apply for renewal or modifications therefore and pay necessary charges and levies and sums thereof.



E. Vijay
 P. Veeras
 P. Veeras

13. To apply for and to obtain Commencement Certificate, Occupation Certificate, Completion Certificate and other Certificates, Permissions, Orders etc., in respect of the Residential Complex to be constructed and completed on the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa from the concerned authorities.
14. To apply for and secure electricity, water and sanitary connections, and other requirements as may be required.
15. To appear on our behalf and in our name and to represent our interest before the City Survey Authorities, Land Revenue and Assessor of Municipal Rates and Taxes, Town Planning Authorities and village Panchayat and other Government and Semi-Government offices, for the renewal or grant of licenses and permits or for any other purposes as may be necessary under any Local Acts, Rules or regulations and also to appear before any public or Government Office or other Authorities whomsoever in any matter relating to the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
16. To appear for and represent us before any and all concerned Authorities and parties as may be necessary, required or advisable for or in connection with the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to make such arrangements and arrive at such arrangements as may be conducive to the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
17. To appoint architects, surveyors, engineers, advocates, chartered accountants, contractors and other professional agencies as may be necessary.
18. To modify or renew the existing plan for the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to submit the same for approval to the concerned authority, Panchayat and other competent local/State, Central Government Authorities.
19. To pay taxes, rates, charges etc., in respect of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to make all deposits, payments and other statutory dues that may become necessary for obtaining sanction and permissions from the concerned authorities in respect of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
20. To file and defend/oppose any suit, appeal, revision, review, writ or any other legal proceedings on our behalf, and to withdraw compromise/ settle proceedings at any time and on any terms and conditions as our attorney deems fit and proper.



R. Viegas

M. Viegas

P. Viegas

Cont. 5/-



21. To file and/or contest any suit or proceedings in any court of law, whether civil, criminal or revenue to protect our rights and interests in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to do all acts, deeds and things required to be done till the decree and also to get any decree/award executed and satisfied.
22. To sign, execute, verify and deliver any plaint, written statement, memo of appeal, revision, Petition, application for review, Writ Petition or any other necessary applications/documents or pleadings on our behalf, and to appear before any Judge, Magistrate, Revenue Officer or any other officer empowered by law to hear the proceedings or inquiry.
23. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
24. To inspect any judicial or non-judicial records, to accept notices or services of writ of summons or any other legal process that may be served upon us and to represent us in all courts of law as well as before all authorities constituted for any purpose whatsoever.
25. To enter into an agreement for sale cum finance, agreement for sale cum construction or any other kind of agreement/Memorandum of Understanding of whatsoever nature, with any person/s, institution/s, company/s, etc. for sale of flats/premises/units/villas etc., proposed to be constructed in the Said Property.
26. To execute a sale deed, Mortgage Deed, Gift Deed, Partition Deed, Lease Deed or any kind of deed/s pertaining to the flats/premises/units/villas etc., proposed to be constructed in the Said Property, in favour of any person/s etc., on our behalf.
27. To present the said deed/s for registration before the sub-registrar and to do all acts, deeds for more fully transferring/conveying the said flats/premises/units/villas etc., proposed to be constructed in the Said Property.
28. To execute any Deed/s of Rectification/Ratification as may be required and to admit the execution thereof, to present the same for registration and do all acts, deeds and things required to be done to complete the execution and registration of any such deed/s.
29. To initiate and finalize "habititacao" (succession of heirs) proceedings and to do all further acts, deeds and things in connection therewith.

MAPUSA
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E. Viegas
M. Viegas
P. Viegas

30. To institute inventory proceedings, to swear statement on oath, to participate in the bidding (licitacao), to agree for the allocation/partition, to give chart of allocation/partition (mapa de partilha), to file consent terms, to accept notices, to renounce our interests and to do all necessary acts, deeds and things for smooth conducting of the said proceedings as well as to execute Deed of Release in accordance with Article 2963 of Portuguese Civil Code.

31. To apply for and obtain Income Tax clearance Certificate from the Income Tax authorities for the purpose of sale of our Portion A as may be required from time to time and for that purpose to appear and represent us before Income Tax Authorities and further to make and sign all such papers, declarations, affidavits, verifications, or any other papers/documents as may be necessary.



To delegate/sub-delegate the powers herein above mentioned/contained and to appoint one or more attorneys, to do the acts and things mentioned above, in case our attorney is unable to do the same or incase our lawful attorney deems fit and proper to do so.

33. Generally to do all acts and things required to be done to effectively perform and discharge the acts, deeds and thing mentioned above as well as all acts, deeds and things incidental thereto.

34. We do hereby ratify and confirm and agree to ratify and confirm all acts, deeds and things lawfully do by our said lawful attorney in pursuance of this POWER OF ATTORNEY.

IN WITNESS WHEREOF, we have made and signed this instrument of Power of Attorney at Mumbai, on this 10th day of November 2015 out of our own free will and after fully understanding the contents thereof.

EXECUTANTS

E. Viegas

(MR. EDMUND VIEGAS)



BEFORE ME
[Signature]
10/11/2015

REGISTRATION NO. 10482
0-2, 305, HIGHLAND PARK,
MULUND COLONY, MULLUND (WEST),
MUMBAI - 400 082

H. Viegas

(MRS. HANNAH VIEGAS)



R. Viegas

(MRS. RENITA VIEGAS)



This document is noted at
Sr. No. 354/2015 in the
Mortgage Register

97
SUPLENTE ENDESA
EJECUTIVO

16



Presented for a True Copy
dated on 17-11-2015

Richard
RICHARD
NOTARY
Charter Division

CHECKED WITH
ORIGINAL

Reg No. 12742/2015

7
U.D.C.





गोवा GOA



Sr No. 21379 Place of and MAPUSA Date 26/10/2015 270020

Value of stamp paper 500/-

Name of Purchaser Vijay Deshmukh

Residing at Madel son of Vinayak

* There is no one single stamp paper for the value of Rs. 500/- as original stamp)

papers for the completion of the value is attached alongwith.

Purpose

Transacting Parties

Signature of vendor

1/10/22 (R. P. Dessai) Signature of Purchaser

POWER OF ATTORNEY

BE IT KNOWN TO ALL THAT, I, MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, son of late Floriano Caetano Paulo Monteiro, 42 years, unmarried, Indian national, service, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa; do hereby appoint, nominate and constitute my mother MRS. ANA ESTERA FONSECA CELIA FONSECA ALIAS ANA ESTA MONTEIRO, daughter of late Armando C. Fonseca and wife of late Floriano Monteiro, 71 years, married, Indian national, housewife, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa, on my behalf as my lawful attorney to do the following acts, deeds, things as if it is done by me personally (viz):-

1. To file application for mutation, re-survey, partition, correction of survey records, demarcation, Conversion, change of zone and/or any kind of application/s of whatsoever nature and/or for whatsoever purpose etc., before the appropriate forum or any authority/s and to do all acts, deeds, and things for the finalizations of the said proceedings.
 2. To represent me before all the government and the local bodies or and authorities constituted for any purpose whatsoever.
 3. To apply for and obtain the permission under the Town and Country Planning Act, for change of land use and obtain the receipt of the same and for the said purpose to sign, and execute all letters, challans, applications, undertakings, declarations, indemnities, bonds, agreements etc. as may be necessary or required by the concerned authorities.
 4. To submit plans for construction/reconstruction/renovation to be carried out in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa or revised in accordance with rules and regulations thereof to prepare, submit and execute all applications, forms, affidavits, undertakings, writings as may be necessary for obtaining the said approvals and sanction.
- To appear and represent me in S.C.S. No.99/2008/A presently pending before THE COURT OF CIVIL JUDGE SENIOR DIVISION AT MAPUSA-GOA and in pursuance thereof sign any reply/documents/applications/papers/affidavit/verification/declaration, consent terms etc., and to do all acts, things and deeds in the pursuant to the said court case.
6. To file and defend/oppose any suit, appeal, revision, review, writ or any other legal proceedings on my behalf, and to withdraw compromise/settle proceedings at any time and on any terms and conditions as my attorney deems fit and proper.
 7. To file and/or contest any suit or proceedings in any court of law, whether civil, criminal or revenue to protect my rights and interests in the said property and to do all acts, deeds and things required to be done till the decree and also to get any decree/award executed and satisfied.
 8. To sign, execute, verify and deliver any plaint, written statement, memo of appeal, revision, Petition, application for review, Writ Petition or any other necessary applications/documents or pleadings on my behalf, and to appear before any Judge, Magistrate, Revenue Officer or any other officer empowered by law to hear the proceedings or inquiry.
 9. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
 10. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.

B. Monteiro

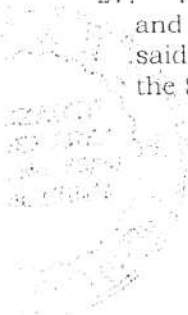
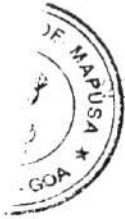
11. To appoint an Advocate or Pleaders, Architects, Surveyors, Engineers, Chartered Accounts or any other competent person/s as and when necessary and to pay their fees.
12. To appear and represent me before the Sub-Registrar, Mamlatdar of Bardez, Dy. Collector and S.D.O., Collector, Town and Country Planning Department, North Goa Planning and Development Authority, P.W.D., Electricity Department, village Panchayat, City survey, Health Department, Primary Health Centre, Land survey Department and all other authorities for all purposes as may be required and apply for and obtain orders for change of land use if necessary or for grant of any plans, licenses, sanctions, orders etc., and obtain all such licenses, no objections, permissions and for the same and other purposes incidental thereto, to sign and execute necessary petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary to secure plans, modified plans, licenses and other permissions for construction and other purposes in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and also apply for renewal or modifications therefore and pay necessary charges and levies and sums thereof.

To apply for and to obtain Commencement Certificate, Occupation Certificate, Completion Certificate and other Certificates, Permissions, Orders etc., in respect of the Residential Complex to be constructed and completed on the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa from the concerned authorities.
14. To apply for and secure electricity, water and sanitary connections, and other requirements as may be required.
15. To appear on my behalf and in my name and to represent my interest before the City Survey Authorities, Land Revenue and Assessor of Municipal Rates and Taxes, Town Planning Authorities and village Panchayat and other Government and Semi-Government offices, for the renewal or grant of licenses and permits or for any other purposes as may be necessary under any Local Acts, Rules or regulations and also to appear before any public or Government Office or other Authorities whomsoever in any matter relating to the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
16. To appear for and represent me before any and all concerned Authorities and parties as may be necessary, required or advisable for or in connection with the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to make such arrangements and arrive at such arrangements as may be conducive to the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
17. To appoint architects, surveyors, engineers, advocates, chartered accountants, contractors and other professional agencies as may be necessary.



B. Monteiro

18. To modify or renew the existing plan for the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to submit the same for approval to the concerned authority, Panchayat and other competent local/State, Central Government Authorities.
19. To pay taxes, rates, charges etc., in respect of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to make all deposits, payments and other statutory dues that may become necessary for obtaining sanction and permissions from the concerned authorities in respect of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
20. To file and defend/oppose any suit, appeal, revision, review, writ or any other legal proceedings on my behalf, and to withdraw compromise/ settle proceedings at any time and on any terms and conditions as my attorney deems fit and proper.
21. To file and/or contest any suit or proceedings in any court of law, whether civil, criminal or revenue to protect my rights and interests in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to do all acts, deeds and things required to be done till the decree and also to get any decree/award executed and satisfied.
22. To sign, execute, verify and deliver any plaint, written statement, memo of appeal, revision, Petition, application for review, Writ Petition or any other necessary applications/documents or pleadings on my behalf, and to appear before any Judge, Magistrate, Revenue Officer or any other officer empowered by law to hear the proceedings or inquiry.
23. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
24. To inspect any judicial or non-judicial records, to accept notices or services of writ of summons or any other legal process that may be served upon me and to represent me in all courts of law as well as before all authorities constituted for any purpose whatsoever.
25. To enter into an agreement for sale cum finance, agreement for sale cum construction or any other kind of agreement/Memorandum of Understanding of whatsoever nature, with any person/s, institution/s, company/s, etc. for sale of flats/premises/units/villas etc., proposed to be constructed in the Said Property and to accept consideration in her own name towards the same.
26. To execute a sale deed, Mortgage Deed, Gift Deed, Partition Deed, Lease Deed or any kind of deed/s pertaining to the flats/premises/units/villas etc., proposed to be constructed in the Said Property, in favour of any person/s etc., on my behalf.
27. To present the said deed/s for registration before the sub-registrar and to do all acts, deeds for more fully transferring/conveying the said flats/premises/units/villas etc., proposed to be constructed in the Said Property.



B. Martins

- 28. To execute any Deed/s of Rectification/Ratification as may be required and to admit the execution thereof, to present the same for registration and do all acts, deeds and things required to be done to complete the execution and registration of any such deed/s.
- 29. To initiate and finalize "habitacao" (succession of heirs) proceedings and to do all further acts, deeds and things in connection therewith.
- 30. To institute inventory proceedings, to swear statement on oath, to participate in the bidding (licitacao), to agree for the allocation/partition, to give chart of allocation/partition (mapa de partilha), to file consent terms, to accept notices, to renounce my interests and to do all necessary acts, deeds and things for smooth conducting of the said proceedings as well as to execute Deed of Release in accordance with Article 2963 of Portuguese Civil Code.
- 31. To delegate/sub-delegate the powers herein above mentioned/contained and to appoint one or more attorneys, to do the acts and things mentioned above, in case my attorney is unable to do the same or incase my lawful attorney deems fit and proper to do so.
- 32. Generally to do all acts and things required to be done to effectively perform and discharge the acts, deeds and thing mentioned above as well as all acts, deeds and things incidental thereto.
- 33. We do hereby ratify and confirm and agree to ratify and confirm all acts, deeds and things lawfully do by my said lawful attorney in pursuance of this POWER OF ATTORNEY.



IN WITNESS WHEREOF, I, have made and signed this instrument of Power of Attorney at Mapusa, on this _____ day of October, 2015 out of my own free will and after fully understanding the contents thereof.

EXECUTANT

B. Monteiro

(MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO)



*Identified for PAN
AKEPMC869R.*

P. A. Executed before me
At Mapusa on 27/10/2015
D. S. Petkar
D. S. PETKAR
B.A.L.L.B.
NOTARY, Reg. No. 67195
Sr. No. 21077/2015



CHEC
ORIGIA
AC BY
D.D.C.



NOTARIAL

NOTARIAL

17-11-2-15
M. Mendez
NOTARY PUBLIC
STATE OF CALIFORNIA
COMM. NO. 12757

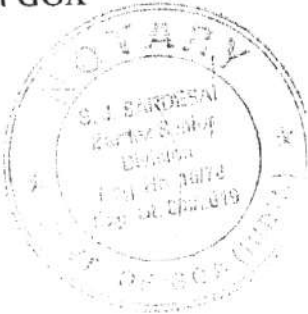
Reg. No. 12757/2015





गोवा GOA

388702



Sr No. 22668 Place of and No. PUSA Date 16/11/2015
 Value of stamp paper 1000/-
 Name of Purchaser Vijay Deshmukh
 Residing at MAPUSA V. Deshmukh
 No. of papers and their value 1000/-
 papers for deposit 1000/-
 attached herewith.
 Purpose



Signature of vendor [Signature]
 No. 22 (R. R. P. DASSAI) [Signature]

AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT

AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT is made and executed at Mapusa, Goa, on this 17th day of the month of November of the year 2015,

[Signature]
[Signature]

Ana Ester Monteiro & Pais
 Mar
 Carlos Jose Paulo Fonseca
 R Monteiro
 goaquerna

BETWEEN

47
SUPERINTENDENT
REGISTRY

1. SMT. ANA ESTERA FONSECA CELIA FONSECA, 72 years, daughter of Armando Fonseca and widow of Floriano Caetano Paulo Monteiro, landlady, married, Indian National, Pan card Not applied for, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa;
2. MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO, daughter of late Floriano Caetano Paulo Monteiro, 53 years, unmarried, Indian national, service, Pan card Not applied for and resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa and presently residing at 1819, Borda, Margao-Goa;
3. MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, son of late Floriano Caetano Paulo Monteiro, 42 years, unmarried, Indian national, service, Pan card Not applied for, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa; (The Executant no. 3 is represented by Executant no. 1 i.e. SMT. ANA ESTERA FONSECA CELIA FONSECA, who has been duly authorized by virtue of Power of Attorney dated 27/10/2015 duly authorized before Notary D. S. Petkar, Mapusa registered under serial no. 21077/2015 duly authorizing her to execute the present agreement and the copy of the said power of attorney is annexed to his power of attorney.)
4. MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, 67 years, daughter of the late Armando Fonseca and widow of Victor Mario Jose Paes, landlady, married, Indian National, holding Pan Card No.BGHPP3591H;
5. MR. JULIO ANTONIO PAES, 45 years, son of the late Victor Mario Jose Paes, in service, bachelor, Indian National, holding Pan Card No. BHUPP4793H;
6. MR. JOSE MARCOS PAES alias MARCUS PAES, 44 years, son of the late Victor Mario Jose Paes, in service, bachelor, Indian National, holding Pan Card No.BGFPP8537H,

All resident of H. No. 447, Salai, Salvador do Mundo, Bardez, Goa,

7. MRS. HANNAH MARIBEL EDMUND VIEGAS, 41 years, daughter of Edmund Viegas, service, Indian national, holding Pan Card No.ADLPV6162G;
8. MRS. RENITA MARIA VIEGAS alias RENITA VIEGAS, 41 years, of Edmund Viegas, service, Indian national, holding Pan Card No.ADHPV8198E;

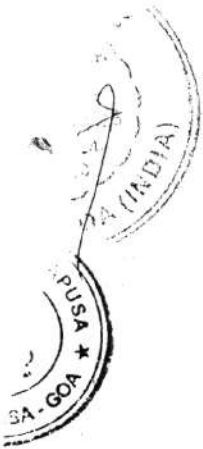
Ana Ester Monteiro

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MPaes

J. Paes Goaguerma

Armando Jose Paulo Fonseca
R Monteiro



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9. MR. EDMUND VIEGAS, 77 years, son of late Joseph S. Viegas and married, retired, Indian national, holding Pan Card No. AACPV6179K,

All residents of ½ Paradise Building, St. Paes B. Society Nahur Road, Mulud West Mumbai - 400 080;

(The Executant nos. 7 to 9 are represented by Executant no. 6 i.e. MR. MARCUS PAES, who has been duly authorized by virtue of Power of Attorney dated 10/11/2015 duly authorized before Notary Sheetal D. Gulhane, Mumbai registered under serial no. 354/2015 duly authorizing her to execute the present agreement and the copy of the said power of attorney is annexed to his power of attorney.)

10. MR. CAMILO JOSE PAUL FONSECA alias CAMILO FONSECA, 65 years, son of the late Armando Fonseca, landlord, married, Indian National, Pan Card Not applied for and his wife;
11. MRS. JOAQUINA BRAGANZA E FONSECA, 60 years, daughter of Jose Braganza, housewife, married, Indian National, Pan Card Not applied for;

Both residents of House No. 112, Mac de dues Chapal, Mae de dues waddo, Sangolda, Bardez, Goa,

And all shall Hereinafter referred to as the "SELLERS/ASSIGNORS" [which expression shall wherever the context so requires or admits, mean and include their legal heirs, executors, successors-in-interest and administrators] of the ONE PART;

AND

MR. VIJAY DESHMUKH, proprietor of Deshmukh Constructions, 52 years, married, business, having his office at MZ1, U.G.F. Chandrakant Apts., Mapusa-Goa, Hereinafter referred to as the "PURCHASER/ASSIGNEE" [which expression shall whenever the context so requires or admits mean and include his administrators, executors and successors-in-interest] of the OTHER PART;

AND

MR. RUI UBALDINO DA GAMA, 59 years, late Jose Da Gama, married, business, Indian National, Sole Proprietor of M/s GAMA BUILDERS, with its office situated at Sweet Home Building, First Floor, Rajwado, Mapusa, Bardez, Goa, hereinafter referred to as "THE CONFIRMING PARTY (which expression shall unless repugnant to the context of meaning thereof, include his heirs, executors, successors, administrators, legal representatives and assignees) of the THIRD PART;

Ana Ester Monteiro

E Paes

Camilo Jose Paulo Fonseca
R Monteiro

M ar Joaquina
J Paes



Vijay Deshmukh

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The SELLERS/ASSIGNORS, PURCHASER/ASSIGNEE & CONFIRMING PARTY are together referred to as 'PARTIES'.

WHEREAS the SELLERS/ASSIGNORS are lawful Owners of the property known as "MAE DE DEUS" situated at Sangolda, Bardez-Goa admeasuring an area of 5825 sq. mts., registered in the Land Registration office of Conservation D Registos Da Camarca De Bardez, under the Descricao Predial no. 36192 & 36193 on page no 17 & 18 of Book New B-93, with registered Public Testamento dated 28/6/1968 drawn on page 55 of Book no. B 76of the Sub-registrar Notary Mr. Manuel Francisco Antonio Paul Nazareth and presently surveyed under no.95/22 of village Sangolda, Bardez, Goa. Hereinafter referred to as the said whole property.



AND WHEREAS a portion admeasuring an area of 400 sq. mts. out of the said whole property is in possession of one Mr. Anand Govind Tulaskar, R/o. Sangolda alongwith his house bearing no. 96/5/A+B and the remaining area of 5425 sq. mts., shall hereunder as referred to as the said property and same has been clearly shown in red colour on the plan annexed to the present agreement, which plan is signed by all the parties and the same shall form the part and parcel of the present Agreement.



AND WHEREAS it is specifically agreed between the SELLERS/ASSIGNORS that the title to the said area of 400 sq. mts., shall vest exclusively infavour of the SELLERS/ASSIGNORS no. 10 & 11 and shall have right to deal with the same with the occupant of the said area.

AND WHEREAS the SELLERS/ASSIGNORS have entered into an agreements dated 4/9/1995, 4/8/1995, 8/4/1995 and agreements for development of Land dated 26/2/1993 and power of attorney's pertaining to the said property in favour of the CONFIRMING PARTY, thereby granting on the Mr. Rui Gama, the exclusive rights & powers to develop and sell the constructed units constructed in the property bearing survey no.95/22 to the third parties/prospective purchasers subject to consideration as mentioned in the said agreements.

And whereas subsequently some dispute arose with the CONFIRMING PARTY & THE SELLERS/ASSIGNORS, due to which the CONFIRMING PARTY filed a special civil suit No.99/2008/A, which is presently pending in the court of CJSD at Mapusa, wherein the CONFIRMING PARTY has prayed for relief of specific performance of above agreement as well as for damages.

And whereas, the PURCHASER/ASSIGNEE have approached the SELLERS/ASSIGNORS with the proposal to purchase the said property from the SELLERS/ASSIGNORS as well as to grant/assign/transfer/surrender/convey all their rights, title and interest in the said property inclusive of the rights created under Ana Ester Monteiro

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[Handwritten signatures] Anil Jose Paulo Fonseca, R. Monteiro

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agreements and power of attorneys, which proposal has been accepted by the SELLERS/ASSIGNORS.

And whereas the PURCHASER/ASSIGNEE have separately also approached the CONFIRMING PARTY with the proposal to grant/assign/transfer/surrender/convey all his rights, title and interest in the said property created under agreements and power of attorneys, which proposal has been accepted by the CONFIRMING PARTY.

NOW THIS AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT WITNESSES AS UNDER:-

1. The SELLERS/ASSIGNORS do hereby sell the said property as well as grant/assign/transfer/surrender/convey all their ownership as well as developmental rights, title and interest in the said property alongwith the above agreements and power of attorneys, infavour of the PURCHASER/ASSIGNEE, on the date of execution of the present Agreement.
2. In consideration of having sold the said property as well as granted/assigned/transferred/surrendered/conveyed all their ownership as well as developmental rights, title and interest in the said property alongwith the above agreements and power of attorneys, by the SELLERS/ASSIGNORS infavour of the PURCHASER/ASSIGNEE, the PURCHASER/ASSIGNEE shall pay the consideration in the following manners:-

The consideration payable to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA by the PURCHASER/ASSIGNEE is as follows:-

- i. An amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs) PLUS One villa comprising of ground + 1 floor duly complete in all respect, having each of them built up area of 80 sq. mts. + 80 sq. mts., to be constructed by the PURCHASER/ASSINGEE, together with all amenities such as water, electricity connection and occupancy certificate etc.; subject to the conditions namely:-
 - a. The ASSIGNORS shall also leave a portion of land admeasuring an area of 400 sq. mts., of the said whole property as shown in green colour on the plan annexed to this agreement to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA, which is presently in possession of his representative Mr. Anand Govind Tulaskar and that THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e.

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Joaquina

Camilo Jose Paul
R. Monteiro
J. V. S.
Fonseca

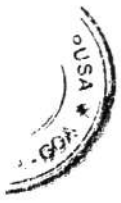


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CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be entitled to deal with the said portion as per therein own discretion after filing of compromise terms in the Court in Reg. Civil Suit no.99/2008/A.

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- b. That the said residential house bearing house no.112 of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA situated in the said property shall continue to be in occupation of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA till handing over the possession of the aforesaid villa completed in all respect by the PURCHASER/ASSIGNEE and that THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be liable to handover possession of the said residential house in the hands of the PURCHASER/ASSIGNEE on the date of accepting the possession of the said villa.
- c. The PURCHASER/ASSIGNEE shall hand over the possession of the aforesaid villa to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA within a period of 24 months subject to grace period of six months, from the date of renewal of licenses by V.P. of Sangolda, failing which the PURCHASER/ASSIGNEE shall pay an amount Rs.10,000/- (Rupees ten thousand) per month to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA towards compensation till handing over the possession of the said Villa. The Said Villas shall have exclusive one parking for his Vehicle.
- d. The PURCHASER/ASSIGNEE has today paid consideration amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA by way of two Cheque/Demand Draft bearing nos. 021705 & 021706, for an amount of Rs. 7,50,000/- (Rupees Seven Lakhs & Fifty Thousand only) each, both drawn on ^{HDFC BANK} SBI, Ranaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. Ana Ester Monteiro



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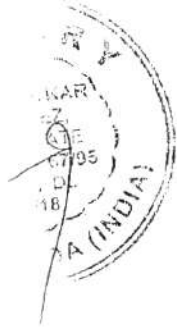
Camilo Jose Paul Fonseca & Paes Joaquina

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J Rus

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10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA do hereby admit and acknowledge.

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e. The villa to be constructed by the PURCHASER/ASSIGNEE for THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be built after following all legal requirements and shall be in accordance with the specification duly approved and accepted by THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA and shall be with six metre wide road as a common access to main road touching the adjoining property bearing survey no. 95/23 & plot admiring 400 sq. mts.. allotted to THE SELLERS/ASSIGNORS NOS. 10 & 11 as shown on the plan annexed to this Agreement.

f. It is specifically agreed and understood that the constructed villa mentioned hereinabove shall be delivered ready in all respect to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA within a period of 24 months plus 6 months grace period from the date of obtaining renewal of license and the same is shown on the plan annexed herewith.

g. The cost of the said Villa shall be considered to the sum of Rs. 80 Lakhs as part consideration for the sale of the said property.

II. The consideration payable to THE SELLERS/ASSIGNORS NOS. 1 to 3 i.e. ANA ESTERA FONSECA CELIA FONSECA, MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO and MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, by the PURCHASER/ASSIGNEE is as follows:-

a. The PURCHASER/ASSIGNEE shall handover to THE SELLERS/ASSIGNORS NOS. 1 to 3 i.e. ANA ESTERA FONSECA CELIA FONSECA, MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO and MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, one flat of 94 sq. mts., in Block B building on the second floor to be constructed in the said property or in any other project of the PURCHASER/ASSIGNEE and the same shall be handed over within a period of 24 months plus 6 months grace period from the date of obtaining renewal of license and the same is shown on the plan annexed herewith.

M. Monteiro
R. Monteiro

Camilo Jose Paulo Fonseca & Pais
Joaquina Braganza E Fonseca

R. Monteiro

M. Monteiro
R. Monteiro

months grace period from the date of obtaining renewal of license.

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III. The consideration payable to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES is as follows:-

The PURCHASER/ASSIGNEE shall pay an amount of Rs. 40,00,000/- (Rupees Forty Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES to be paid in the following manner:-



a. Rs. 10,00,000/- (Rupees Ten Lakhs only) at the time of execution of the present agreement and accordingly the PURCHASER/ASSIGNEE has today paid an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES by way of 3 Cheques bearing nos. 134319, 134320 & 134321 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;

b. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134322, 134323 & 134324 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6

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i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;



c. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134325, 134326 & 134327 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;

d. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134328, 134329 & 134330 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;

IV. The consideration payable to THE SELLERS/ASSIGNORS NOS. 7 to 9 i.e. HANNAH MARIBEL EDMUND VIEGAS, RENITA VIEGAS & EDMUND VIEGAS is as follows:-

The PURCHASER/ASSIGNEE shall handover to THE SELLERS/ASSIGNORS NOS. 7 to 9 i.e. HANNAH MARIBEL EDMUND VIEGAS, RENITA VIEGAS &

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Benito Jose Paulo Fonseca

R. Monteiro

R. Monteiro

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E. Paes

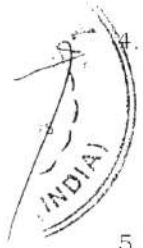
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J. Paes

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EDMUND VIEGAS, two flats of 47 sq. mts., each in Block B building on the second floor to be constructed in the said property or in any other project of the PURCHASER/ASSIGNEE and the same shall be handed over within a period of 24 months plus 6 months grace period from the date of obtaining renewal of license.

3. It is specifically agreed between the parties that the SELLERS/ASSIGNORS shall execute necessary irrevocable power of attorney in favour of PURCHASER/ASSIGNEE empowering the PURCHASER/ASSIGNEE to carry out necessary developmental work as well as giving other powers as may be required. It is specifically agreed that the SELLERS/ASSIGNORS shall not be entitled to revoke the irrevocable power of attorney granted in favour of the PURCHASER/ASSIGNEE during the subsistence of the present Agreement.



4. It is specifically agreed between the parties that the SELLERS/ASSIGNORS along with the CONFIRMING PARTY shall be responsible for signing the consent terms to be filed in the said special civil suit bearing no. 99/2008/A, amicably settling the said suit according to the terms and conditions mentioned in the present agreement.



5. It is specifically agreed between the parties that upon execution of the present Agreement, the SELLERS/ASSIGNORS shall not be responsible in any manner whatsoever to the CONFIRMING PARTY and that the PURCHASER/ASSIGNEE shall be solely responsible/liable for dealing with the CONFIRMING PARTY, Village Panchayat of Sangolda and all other authorities and to carry out necessary development in the said property at his own cost and expenditure and that the SELLERS/ASSIGNORS shall not be liable towards the same in any manner of whatsoever.

6. The SELLERS/ASSIGNORS do hereby assures the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS has an absolute, valid title and have absolute right, full power and absolute authority to assign, release, transfer and convey the entire developmental as well as selling rights in the said property in favour of the PURCHASER/ASSIGNEE.

7. The SELLERS/ASSIGNOR does hereby assure the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS have not created any charge or encumbrances on the said property nor is there any lien, charge or claim of whatsoever nature.

8. The SELLERS/ASSIGNORS do hereby further assures the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS have not entered into any agreement with any other person/persons/body of individuals and the

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Luís José Paulo Fonseca

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R. Mateus *João Gomes*

M. A. S.
M. S.

SELLERS/ASSIGNORS and their successors-in-interest, liquidators, executors, administrators and assigns covenant with the PURCHASER/ASSIGNEE to indemnify the PURCHASER/ASSIGNEE from or against all encumbrances, charges, defeats and equities whatsoever or any third party claim from any person claiming any right over the said property and further covenant that if on account of defect of title of the SELLERS/ASSIGNORS, the PURCHASER/ASSIGNEE is deprived of the developmental as well as selling rights on the said property then, the SELLERS/ASSIGNORS undertake to compensate totally for all the losses and damages sustained by the PURCHASER/ASSIGNEE, except the agreements dated 4/9/1995, 4/8/1995, 8/4/1996 and agreements for development of land dated 26/2/1993 and a power of attorney's.

9. The PURCHASER/ASSIGNEE shall pay the following consideration to the CONFIRMING PARTY and the same shall be paid in the following manner:-

a. The PURCHASER/ASSIGNEE shall hand over complete in all respect 5 flats nos. 103, 104, 105, 106 & 107 consisting of total built up area of 415 sq. mts., located on the first floor of Block B as per plan attached hereto marked in red colour, with two car parking space below Block B, completed in all respect alongwith occupancy certificate in the said property alongwith proportionate right in the said property as detailed herein and the same shall be handed over within a period of 24 months subject to grace period of six months, from the date of signing this agreement and further to pay an amount of Rs. 75,00,000/ (Rupees Seventy Five Lakhs only) following manner:-

i. Rs. 10,00,000/- (Rupees Ten Lakhs, only) paid by cheque no. 134331 for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY.

ii. And balance in 15 installments of Rs. 4,00,000/- (Rupees Four Lakhs only) each by cheque bearing nos. 134332 to 134346 all drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY and Rs. 5,00,000/- (Rupees Five Lakhs only) by cheque bearing no. 134347 drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY;

10. It is specifically agreed between the parties that the CONFIRMING PARTY shall execute necessary specific power of attorney with time limit for renewal of licenses/approvals in favour of PURCHASER/ASSIGNEE empowering the

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PURCHASER/ASSIGNEE to do all the licensing of the project under development in survey no. 95/22 of village Sangolda, Bardez-Goa.

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11. It is specifically agreed between the parties that upon execution of the present agreement, the CONFIRMING PARTY shall not be responsible in any manner whatsoever to the SELLERS/ASSIGNORS and that the PURCHASER/ASSIGNEE shall be solely responsible for dealing with the SELLERS/ASSIGNORS, Village Panchayat of Sangolda and other authorities and to carry out necessary development in the said property at his own cost and expenditures and that the CONFIRMING PARTY shall not be liable towards the same in any manner whatsoever nature.

12. The CONFIRMING PARTY hereby declares that he has entered into an agreement for settlement with the PURCHASER/ASSIGNEE separately and that he has absolute right full power and authority to settle his claims with the PURCHASER/ASSIGNEE by giving up his right of whatsoever nature under the agreements in favour of the PURCHASER/ASSIGNEE and to compromise the said suit no.SCS no. 99/2008/A accordingly.

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The CONFIRMING PARTY does hereby assure the PURCHASER/ASSIGNEE that the CONFIRMING PARTY have not created any charge or encumbrances on the said property nor is there any lien, charge or claim of whatsoever nature.

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14. The CONFIRMING PARTY do hereby further assures the PURCHASER/ASSIGNEE that the CONFIRMING PARTY have not entered into any agreement with any other person/persons/body of individuals and the CONFIRMING PARTY and their successors-in-interest, liquidators, executors, administrators and assigns covenant with the PURCHASER/ASSIGNEE to indemnify the PURCHASER/ASSIGNEE from or against all encumbrances, charges, defeats and equities whatsoever or any third party claim from any person claiming any right over the said property, for any acts, deeds or things done by the CONFIRMING PARTY in the past prior to execution of this agreement.

15. The SELLERS/ASSIGNORS shall be responsible for furnishing the valid succession certificate/inventory proceedings to the PURCHASER/ASSIGNEE for which the SELLERS/ASSIGNORS have given necessary power of attorney to the PURCHASER/ASSIGNEE to pursue the same.

16. The SELLERS/ASSIGNORS hereby confirms to have conferred the absolute and exclusive development and Sale rights unto and in favour of the PURCHASER/ASSIGNEE for utilization of the present and future F.S.I. (FLOOR SPACE INDEX)/ F.A.R. (FLOOR

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22. The SELLERS/ASSIGNORS & the CONFIRMING PARTY shall not have any claim or claims or demands except the consideration agreed and mentioned hereinabove and that the PURCHASER/ASSIGNEE shall be entitled to construct and/or build other buildings consisting of flats/premises/villas etc., in the said Property at his own discretion and free to sell the same to any buyer or buyers as per the desire and wishes of the PURCHASER/ASSIGNEE.

23. All the parties shall be entitled for the specific performance of the terms and conditions of this deed of assignment.

24. Any alterations or additions to this agreement and any communication to any of the parties of this deed shall necessarily be in writing duly signed and executed by the parties hereto and shall be sent by Registered Post A.D. at the addresses mentioned hereinabove.

25. The 4 original sets of this agreement have been printed and each one shall have original of the same.

IN WITNESS WHEREOF the Parties to this Agreement have set and subscribed their respective hands on the day, month and year aforementioned in the presence of attesting witnesses.

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 1.



Ana Ester Monteiro
INDIA

1. ANA ESTERA FONSECA CELIA FONSECA,

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 2.



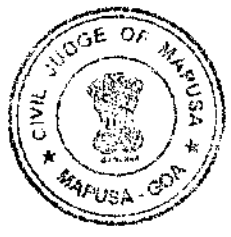
R Mateus
2. MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO,
Ana Esteiro

8 Pcs

R Mateus
Joaquina
2 hrs
Jose Paulo

5/5/11

→
SUPERINTENDING
MADRASA



IN THE COURT OF THE SENIOR CIVIL JUDGE 'A' COURT AT
MAPUSA - GOA.

Special Civil Suit No. - 99/2008/A

M/S. Genta Builders
represented by its proprietor,
Mr. Rui Da Gama
Having an office at Karekar Building
Mapusa Clinic Road,
Mapusa, and now shifted to
Social Home Bldg., 1st Floor, Rajwadi,
Mapusa, Bardez Goa.

Plaintiff

VERSUS

1. Ana Estera Fonseca Celia Fonseca,
Resident of Corjuem, Bardez - Goa.
2. Mr. Floriano Caetano Paulo Monteiro (Expired)
- 2(a) Miss Ruzarino Monteiro,
- 2(b) Mr. Bruno Monteiro,
Both resident of Khorjuem, Aldona, Bardez, Goa
3. Elizabeth Aramita Espisiosa Fonseca E Paes
r/o Salvador Do Mundo, Bardez - Goa.
House No. not known,
4. Victor Mario Jose Paes (Expired)
- 4(a) Julio Antonio Paes
- 4(b) Jose Marcas Paes

Both resident of House No. 447,
Salem, Salvador do Mundo,
Bardez - Goa.
5. Camilo Jose Paul Fonseca
6. Mrs. Joaquina Braganza e Fonseca
7. Mr. Caetano Luis Francis Fonseca (Deleted)

All resident of Mae -de-deus.
Sangolda, Bardez- Goa (House No. not known)
8. Smt. Celia Ethel Fonseca e Viegas (Expired)
- 8(a) Renita Maria Viegas,
R/o Paradise Building,
St. Paes B. Society Nahur Road,
Mulund, West Mumbai
9. Mrs. Hanniah Maribel Edmund Viegas,
10. Mr. Edmund Viegas,

All resident of 1/2 Paradise Building,
St. Paes B. Society Nahur Road,
Mulund, West, Mumbai - 400080.
11. Mr. Vijay Deshmukh,
Proprietor of Deshmukh Constructions,
52 years, married, business,



4
SUPERINTENDENT
MAPUSA

3

Chandrakant Apts., Mapusa - Goa. Defendants



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ORIGINAL

[Handwritten signature]
U.D.C.

7
EXHIBIT - N - 68/2008/A

IN THE COURT OF CIVIL JUDGE SENIOR DIVISION

AT MAPUSA GOA

Special Civil Suit No.99/2008/A

M/s. Gama Builders
Represented by its Proprietor
Mr. Rui da Gama. Plaintiff

V/s.

Ana Estera Fonseca, Celia Fonseca
and ors. Defendants

COMPROMISE TERMS

MAY IT PLEASE YOUR HONOUR



The Plaintiff and Defendants respectfully state and submit as under:

(1) That the Plaintiff and Defendants have settled their differences in the suit and have arrived at the following terms of compromise:

(a) The Plaintiff and Defendants have entered into an AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 with Defendant No.11 Mr. Vijay Deshmukh, proprietor of Deshmukh Constructions in respect of the suit property bearing Survey No.95/22 of Sangolda Village, Bardez - Goa, a certified copy of the same is hereto annexed for the perusal of this Hon'ble Court and shall form the part and parcel of the present consent terms.

(b) That the said Defendant No.11 Mr. Vijay Deshmukh shall address, answer, fulfill and perform all the rights and obligations of both Plaintiff and Defendants visa-a-vis the said property as per the terms, conditions and provisions of the said AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT, dated 17/11/2015.

(2) That suit shall stand disposed of in accordance with these terms of compromise.

(3) Both parties shall bear their own costs.

[Handwritten initials]

[Handwritten signature]
Deshmukh

[Handwritten signature]
Gama

[Handwritten signature]
Ana Estera Fonseca

[Handwritten signature]
Monteiro

(4) All parties shall permit the Defendant No.11 to carry out construction in the said property in consideration for settling their respective demands in the suit as per their respective shares.

(5) Conveyance of the property in favour of the Defendant No. 11 shall only be executed on the owners receiving their respective settlements in cash or in kind as per their demands.

(6) AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 has been executed simultaneously with these compromise terms.

Dated: 17/11/2015



PLAINTIFF

Rui da Gama

(MR. RUI DA GAMA)

DEFENDANTS

Ana Ester Monteiro

SMT. ANA ESTERA FONSECA CELIA FONSECA

R. Monteiro

MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO

es Paul

*Ma
7/11/15*

Paulo Jose Paulo Fonseca

Goaquina

47
SUPERINTENDENT
MADRID

2b. Ana Ester Monteiro
MR. BRUNO MONTEIRO ALIAS BRUNO
FRANCIS MONTEIRO,
THROUGH HIS L.A. SMT. ANA ESTERA
FONSECA CELIA FONSECA

3. E. Paes
MRS. ELIZABETH PAES alias ELIZABETH
ARAMITA ESPICIOSA FONSECA E PAES

4a. J. Paes
MR. JULIO ANTONIO PAES

4b. M. Paes
MR. JOSE MARCOS PAES alias
MARCUS PAES

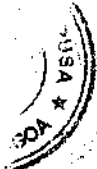
5. Camilo Jose Paulo Fonseca
MR. CAMILO JOSE PAUL FONSECA
alias CAMILO FONSECA

E. Paes

M. Paes Camilo Jose Paulo Fonseca

Joacquina

J. Paes



4

7

47
SUPERINTENDENT
MADRAS

6. Joaquina
MRS. JOAQUINA BRAGANZA E
FONSECA

8a, 9 & 10. Mrs.
Through their L.A. MR. JOSE MARCOS
PAES alias MARCUS PAES



11. Deshmukh
MR. VIJAY DESHMUKH

ADV. FOR PLAINTIFF

Unclan

ADV. FOR DEFENDANT NOS. 5 & 6

R. Jay

is Paes

Mrs

Mrs

Joaquina

Jose Paulo Fonseca

Date

Hills

Heard Pursued Consent
 terms. Parties ^{acknowledged the} have voluntarily
 signed Consent Terms.
 Parties have voluntarily
 entered into a compromise.
 Hence, the suit is decreed
 in accordance with the
 Consent Terms. Decree be
 drawn accordingly.



[Signature]
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 Soc. Repres.
 A Court

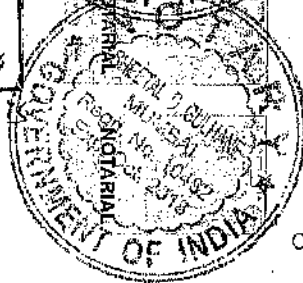
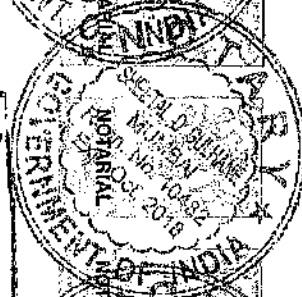
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[Signature]
 U.D.C.



महाराष्ट्र MAHARASHTRA

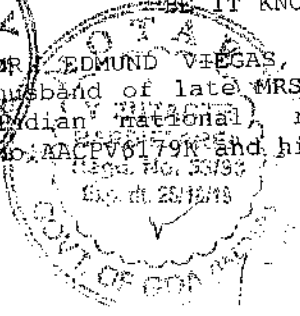
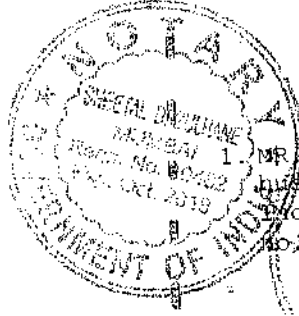
2015 Power of Attorney 203539



इस दस्तावेज का उद्देश्य है ? *वैवाहिक*
नियंत्रण के लिए *वैवाहिक*
सुदृढ़ करने के लिए *Renita Viegas*
इसे जारी करने का स्थान *Nahur, self*
सुदृढ़ करने के लिए *100/-*
सुदृढ़ करने के लिए *100/-*
सुदृढ़ करने के लिए *100/-*
सुदृढ़ करने के लिए *100/-*
ऑटोमेटिक क्रेडिट कार्ड के लिए *100/-*
परवाना सुदृढ़ करने के लिए *100/-*

श्री सी कोबालर कायस्थ,
राज्य
- 3 Nov 2015
प्रमुख प्रमुख विधिक / सिविल

यस दस्तावेज का उद्देश्य है ?
इस दस्तावेज का उद्देश्य है ?
इस दस्तावेज का उद्देश्य है ?
इस दस्तावेज का उद्देश्य है ?



OF ATTORNEY

BE IT KNOWN TO ALL THAT, WE,

1. MR. EDMUND VIEGAS, son of JOSEPH ST. ANNE VIEGAS & husband of late MRS. CELIA VIEGAS, 76 years, married, Indian national, retired, having PAN Card bearing No. AACPV6179K and his daughters:

E Viegas
Miegan
Piegan

Cont. 2/-

2. MRS. HANNAH VIEGAS, daughter of MR. EDMUND VIEGAS, 41 years, married, Indian national, service, having PAN Card bearing no. ADLPV6162G; and
3. MRS. RENITA VIEGAS, daughter of MR. EDMUND VIEGAS, 40 years, married, Indian national, housewife, having PAN Card bearing no. ADHPV8198E; and

All residents of Building no. 1, Flat no. 2 Paradise, Nalur Road, Mulund West, Mumbai - 400 080;

do hereby appoint, nominate and constitute MR. MARCUS PAES, son of MRS. ELIZABETH PAES, 44 years, unmarried, Indian national, having PAN Card bearing no. BSFP8537H on our behalf as our lawful attorney to do the following acts, deeds, things as if it is done by us personally (viz):-



To file application for mutation, re-survey, partition, correction of survey records, demarcation, Conversion, change of zone and/or any kind of application/s of whatsoever nature and/or for whatsoever purpose etc., before the appropriate forum or any authority/s and to do all acts, deeds, and things for the finalizations of the said proceedings.

2. To represent us before all the government and the local bodies or and authorities constituted for any purpose whatsoever.
3. To apply for and obtain the permission under the Town and Country Planning Act, for change of land use and obtain the receipt of the same and for the said purpose to sign, and execute all letters, challans, applications, undertakings, declarations, indemnities, bonds, agreements etc. as may be necessary or required by the concerned authorities.

submit plans for construction/reconstruction/renovation to be carried out in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa or revised in accordance with rules and regulations thereof to prepare, submit and execute all applications, forms, affidavits, undertakings, writings as may be necessary for obtaining the said approvals and sanction.

5. To appear and represent us in S.C.S. No.99/2008/A presently pending before THE COURT OF CIVIL JUDGE SENIOR DIVISION AT MAPUSA-GOA and in pursuance thereof sign any reply/documents/applications/papers/affidavit/verification/declaration, consent terms etc., and to do all acts, things and deeds in the pursuant to the said court case.

Cont. 3/-



E. Viegas
M. Viegas
R. Viegas

6. To file and defend/oppose any suit, appeal, revision, review, writ or any other legal proceedings on our behalf, and to withdraw compromise/settle proceedings at any time and on any terms and conditions as our attorney deems fit and proper.
7. To file and/or contest any suit or proceedings in any court of law, whether civil, criminal or revenue to protect our rights and interests in the said property and to do all acts, deeds and things required to be done till the decree and also to get any decree/award executed and satisfied.
8. To sign, execute, verify and deliver any plaint, written statement, memo of appeal, revision, Petition, application for review, Writ Petition or any other necessary applications/documents or pleadings on our behalf, and to appear before any Judge, Magistrate, Revenue Officer or any other officer empowered by law to hear the proceedings or inquiry.
9. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
10. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
11. To appoint an Advocate or Pleaders, Architects, Surveyors, Engineers, Chartered Accountants or any other competent person/s as and when necessary and to pay their fees.
12. To appear and represent us before the Sub-Registrar, Mamlatdar of Bardez, Dy. Collector and S.D.O., Collector, Town and Country Planning Department, North Goa Planning and Development Authority, P.W.D., Electricity Department, village Panchayat, City survey, Health Department, Primary Health Centre, Land survey Department and all other authorities for all purposes as may be required and apply for and obtain orders for change of land use if necessary or for grant of any plans, licenses, sanctions, orders etc., and obtain all such licenses, no objections, permissions and for the same and other purposes incidental thereto, to sign and execute necessary petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary to secure plans, modified plans, licenses and other permissions for construction and other purposes in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and also apply for renewal or modifications therefore and pay necessary charges and levies and sums thereof.

Cont.4/-



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13. To apply for and to obtain Commencement Certificate, Occupation Certificate, Completion Certificate and other Certificates, Permissions, Orders etc., in respect of the Residential Complex to be constructed and completed on the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa from the concerned authorities.
14. To apply for and secure electricity, water and sanitary connections, and other requirements as may be required.
15. To appear on our behalf and in our name and to represent our interest before the City Survey Authorities, Land Revenue and Assessor of Municipal Rates and Taxes, Town Planning Authorities and village Panchayat and other Government and Semi-Government offices, for the renewal or grant of licenses and permits or for any other purposes as may be necessary under any Local Acts, Rules or regulations and also to appear before any public or Government Office or other Authorities whomsoever in any matter relating to the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
16. To appear for and represent us before any and all concerned Authorities and parties as may be necessary, required or advisable for or in connection with the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to make such arrangements and arrive at such arrangements as may be conducive to the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
17. To appoint architects, surveyors, engineers, advocates, chartered accountants, contractors and other professional agencies as may be necessary.
18. To modify or renew the existing plan for the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to submit the same for approval to the concerned authority, Panchayat and other competent local/State, Central Government Authorities.
19. To pay taxes, rates, charges etc., in respect of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to make all deposits, payments and other statutory dues that may become necessary for obtaining sanction and permissions from the concerned authorities in respect of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
20. To file and defend/oppose any suit, appeal, revision, review, writ or any other legal proceedings on our behalf, and to withdraw compromise/ settle proceedings at any time and on any terms and conditions as our attorney deems fit and proper.



W. Viegas

W. Viegas

P. Viegas



Cont. 5/-

97
 SUPPLEMENTARY
 PART

21. To file and/or contest any suit or proceedings in any court of law, whether civil, criminal or revenue to protect our rights and interests in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to do all acts, deeds and things required to be done till the decree and also to get any decree/award executed and satisfied.

22. To sign, execute, verify and deliver any plaint, written statement, memo of appeal, revision, Petition, application for review, Writ Petition or any other necessary applications/documents or pleadings on our behalf, and to appear before any Judge, Magistrate, Revenue Officer or any other officer empowered by law to hear the proceedings or inquiry.

23. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.

24. To inspect any judicial or non-judicial records, to accept notices or services of writ of summons or any other legal process that may be served upon us and to represent us in all courts of law as well as before all authorities constituted for any purpose whatsoever.

25. To enter into an agreement for sale cum finance, agreement for sale cum construction or any other kind of agreement/Memorandum of Understanding of whatsoever nature, with any person/s, institution/s, company/s, etc. for sale of flats/premises/units/villas etc., proposed to be constructed in the Said Property.

26. To execute a sale deed, Mortgage Deed, Gift Deed, Partition Deed, Lease Deed or any kind of deed/s pertaining to the flats/premises/units/villas etc., proposed to be constructed in the Said Property, in favour of any person/s etc., on our behalf.

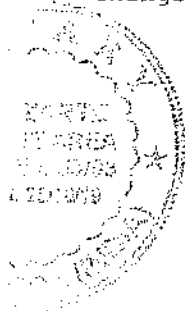
27. To present the said deed/s for registration before the sub-registrar and to do all acts, deeds for more fully transferring/conveying the said flats/premises/units/villas etc., proposed to be constructed in the Said Property.

28. To execute any Deed/s of Rectification/Ratification as may be required and to admit the execution thereof, to present the same for registration and do all acts, deeds and things required to be done to complete the execution and registration of any such deed/s.

29. To initiate and finalize "habititacao" (succession of heirs) proceedings and to do all further acts, deeds and things in connection therewith.

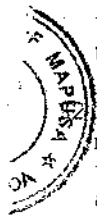
E. Viegas
M. Viegas
P. Viegas

Cont. 6/-



30. To institute inventory proceedings, to swear statement on oath, to participate in the bidding (licitacao), to agree for the allocation/partition, to give chart of allocation/partition (mapa de partilha), to file consent terms, to accept notices, to renounce our interests and to do all necessary acts, deeds and things for smooth conducting of the said proceedings as well as to execute Deed of Release in accordance with Article 2963 of Portuguese Civil Code.

31. To apply for and obtain Income Tax clearance Certificate from the Income Tax authorities for the purpose of sale of our Portion A as may be required from time to time and for that purpose to appear and represent us before Income Tax Authorities and further to make and sign all such papers, declarations, affidavits, verifications, or any other papers/documents as may be necessary.



To delegate/sub-delegate the powers herein above mentioned/contained and to appoint one or more attorneys, to do the acts and things mentioned above, in case our attorney is unable to do the same or incase our lawful attorney deems fit and proper to do so.

33. Generally to do all acts and things required to be done to effectively perform and discharge the acts, deeds and thing mentioned above as well as all acts, deeds and things incidental thereto.

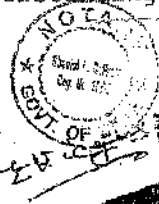
34. We do hereby ratify and confirm and agree to ratify and confirm all acts, deeds and things lawfully do by our said lawful attorney in pursuance of this POWER OF ATTORNEY.

IN WITNESS WHEREOF, we have made and signed this instrument of Power of Attorney at Mumbai, on this 10th day of November 2015 out of our own free will and after fully understanding the contents thereof.

EXECUTANTS

E. Viegas

(MR. EDMUND VIEGAS)



H. Viegas

(MRS. HANNAH VIEGAS)



R. Viegas

(MRS. RENITA VIEGAS)

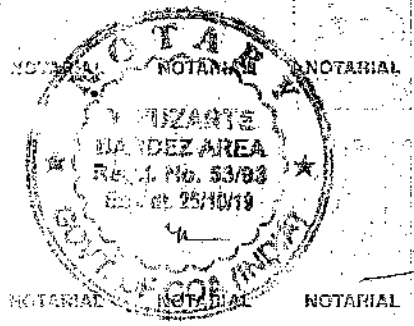


BEFORE ME
[Signature]
10/11/2015
SHEETA L. GIL
REGISTRATION No 10482
C-2, 303, HIGHLAND PARK,
MULUND COLONY, MULUND (WEST),
MUMBAI - 400 082

This document is noted at
Sr. No. 354/2015 in the
Notarial Register

97
SUPT. SENTENCIA
KANDI PA

14



Certified that this is a True Copy
Mapusa on 17-11-2015

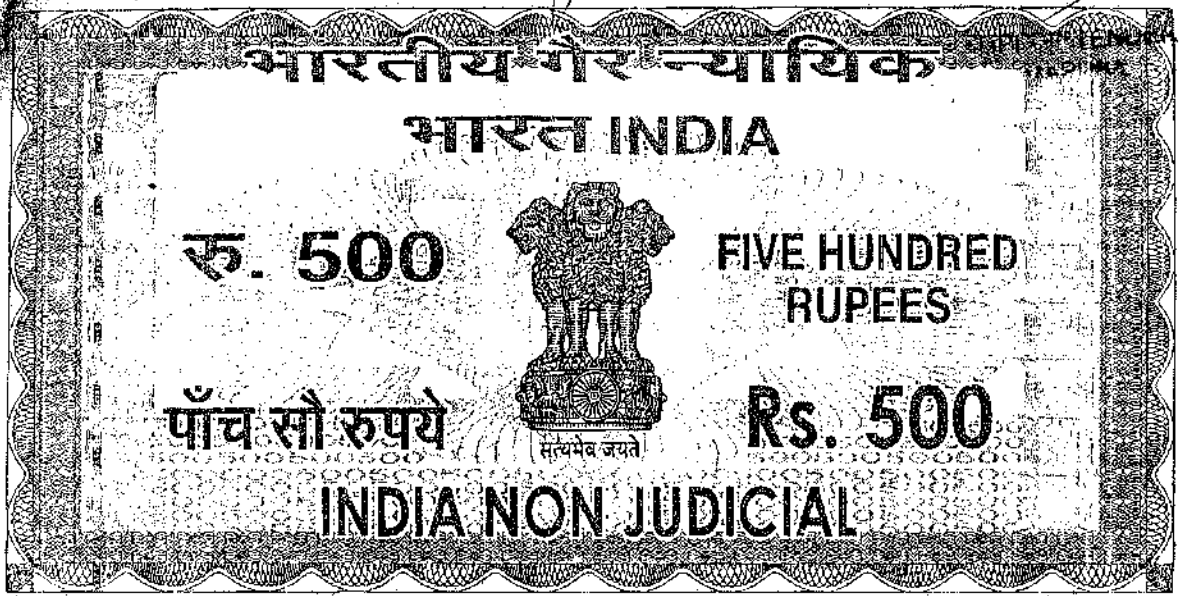
Y. Zuzarte
Y. ZUZARTE
B.Sc. LL.B.
NOTARY
Bardez Division

CHECKED WITH
ORIGINAL

Reg. No. 12742/2015



[Signature]
U.D.C.



गोवा GOA



Sr No. 21379 Place of and MAPUSA Date 26/10/2018 270020

Value of stamp paper 500/-

Name of Purchaser Vijay Deshmukh

Residing at Madel son of Vijay Deshmukh

As there is no one single stamp paper for the value of Rs. 500/- additional stamp

papers for the completion of the value is attached alongwith.

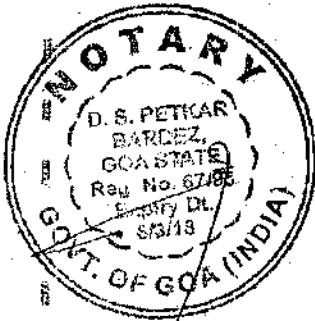
Purpose

Transacting Parties

Signature of vendor

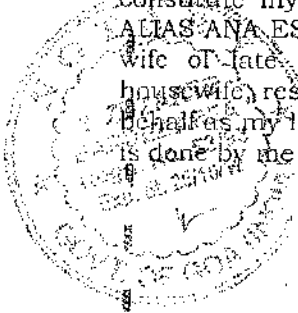
Montes

No 22 (R. P. Desai) Signature of Purchaser



POWER OF ATTORNEY

BE IT KNOWN TO ALL THAT, I, MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, son of late Floriano Caetano Paulo Monteiro, 42 years, unmarried, Indian national, service, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa; do hereby appoint, nominate and constitute my mother MRS. ANA ESTERA FONSECA CELIA FONSECA ALIAS ANA ESTA MONTEIRO, daughter of late Armando C. Fonseca and wife of late Floriano Monteiro, 71 years, married, Indian national, housewife, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa, on my behalf as my lawful attorney to do the following acts, deeds, things as if it is done by me personally (viz):-



B. Montes

1. To file application for mutation, re-survey, partition, correction of survey records, demarcation, Conversion, change of zone and/or any kind of application/s of whatsoever nature and/or for whatsoever purpose etc., before the appropriate forum or any authority/s and to do all acts, deeds, and things for the finalizations of the said proceedings.
2. To represent me before all the government and the local bodies or and authorities constituted for any purpose whatsoever.
3. To apply for and obtain the permission under the Town and Country Planning Act, for change of land use and obtain the receipt of the same and for the said purpose to sign, and execute all letters, challans, applications, undertakings, declarations, indemnities, bonds, agreements etc. as may be necessary or required by the concerned authorities.
4. To submit plans for construction/reconstruction/renovation to be carried out in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa or revised in accordance with rules and regulations thereof to prepare, submit and execute all applications, forms, affidavits, undertakings, writings as may be necessary for obtaining the said approvals and sanction.
5. To appear and represent me in S.C.S. No.99/2008/A presently pending before THE COURT OF CIVIL JUDGE SENIOR DIVISION AT MAPUSA-GOA and in pursuance thereof sign any reply/documents/applications/papers/affidavit/verification/declaration, consent terms etc., and to do all acts, things and deeds in the pursuant to the said court case.
6. To file and defend/oppose any suit, appeal, revision, review, writ or any other legal proceedings on my behalf, and to withdraw compromise/settle proceedings at any time and on any terms and conditions as my attorney deems fit and proper.
7. To file and/or contest any suit or proceedings in any court of law, whether civil, criminal or revenue to protect my rights and interests in the said property and to do all acts, deeds and things required to be done till the decree and also to get any decree/award executed and satisfied.
8. To sign, execute, verify and deliver any plaint, written statement, memo of appeal, revision, Petition, application for review, Writ Petition or any other necessary applications/documents or pleadings on my behalf, and to appear before any Judge, Magistrate, Revenue Officer or any other officer empowered by law to hear the proceedings or inquiry.
9. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
10. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.

B. Monteiro

11. To appoint an Advocate or Pleaders, Architects, Surveyors, Engineers, Chartered Accounts or any other competent person/s as and when necessary and to pay their fees.
12. To appear and represent me before the Sub-Registrar, Mamlatdar of Bardez, Dy. Collector and S.D.O., Collector, Town and Country Planning Department, North Goa Planning and Development Authority, P.W.D., Electricity Department, village Panchayat, City survey, Health Department, Primary Health Centre, Land survey Department and all other authorities for all purposes as may be required and apply for and obtain orders for change of land use if necessary or for grant of any plans, licenses, sanctions, orders etc., and obtain all such licenses, no objections, permissions and for the same and other purposes incidental thereto, to sign and execute necessary petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary to secure plans, modified plans, licenses and other permissions for construction and other purposes in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and also apply for renewal or modifications therefore and pay necessary charges and levies and sums thereof.

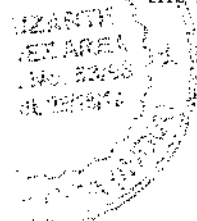
To apply for and to obtain Commencement Certificate, Occupation Certificate, Completion Certificate and other Certificates, Permissions, orders etc., in respect of the Residential Complex to be constructed and completed on the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa from the concerned authorities.

14. To apply for and secure electricity, water and sanitary connections, and other requirements as may be required.
15. To appear on my behalf and in my name and to represent my interest before the City Survey Authorities, Land Revenue and Assessor of Municipal Rates and Taxes, Town Planning Authorities and village Panchayat and other Government and Semi-Government offices, for the renewal or grant of licenses and permits or for any other purposes as may be necessary under any Local Acts, Rules or regulations and also to appear before any public or Government Office or other Authorities whomsoever in any matter relating to the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
16. To appear for and represent me before any and all concerned Authorities and parties as may be necessary, required or advisable for or in connection with the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to make such arrangements and arrive at such arrangements as may be conducive to the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.

17. To appoint architects, surveyors, engineers, advocates, chartered accountants, contractors and other professional agencies as may be necessary.

B. Monteiro

18. To modify or renew the existing plan for the development of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to submit the same for approval to the concerned authority, Panchayat and other competent local/State, Central Government Authorities.
19. To pay taxes, rates, charges etc., in respect of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to make all deposits, payments and other statutory dues that may become necessary for obtaining sanction and permissions from the concerned authorities in respect of the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa.
20. To file and defend/oppose any suit, appeal, revision, review, writ or any other legal proceedings on my behalf, and to withdraw compromise/ settle proceedings at any time and on any terms and conditions as my attorney deems fit and proper.
21. To file and/or contest any suit or proceedings in any court of law, whether civil, criminal or revenue to protect my rights and interests in the property bearing survey no. 95/22 of Village Sangolda, Bardez-Goa and to do all acts, deeds and things required to be done till the decree and also to get any decree/award executed and satisfied.
22. To sign, execute, verify and deliver any plaint, written statement, memo of appeal, revision, Petition, application for review, Writ Petition or any other necessary applications/documents or pleadings on my behalf, and to appear before any Judge, Magistrate, Revenue Officer or any other officer empowered by law to hear the proceedings or inquiry.
23. To swear and to file affidavits, to depose/give statements on oath, to examine and cross-examine witnesses before all courts of law, government officers or local bodies.
24. To inspect any judicial or non-judicial records, to accept notices or services of writ of summons or any other legal process that may be served upon me and to represent me in all courts of law as well as before all authorities constituted for any purpose whatsoever.
25. To enter into an agreement for sale cum finance, agreement for sale cum construction or any other kind of agreement/Memorandum of Understanding of whatsoever nature, with any person/s, institution/s, company/s, etc. for sale of flats/premises/units/villas etc., proposed to be constructed in the Said Property and to accept consideration in her own name towards the same.
26. To execute a sale deed, Mortgage Deed, Gift Deed, Partition Deed, Lease Deed or any kind of deed/s pertaining to the flats/premises/units/villas etc., proposed to be constructed in the Said Property, in favour of any person/s etc., on my behalf.
27. To present the said deed/s for registration before the sub-registrar and to do all acts, deeds for more fully transferring/conveying the said flats/premises/units/villas etc., proposed to be constructed in the Said Property.



B. Martins

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SUPPLEMENTARY
SECTION

28. To execute any Deed/s of Rectification/Ratification as may be required and to admit the execution thereof, to present the same for registration and do all acts, deeds and things required to be done to complete the execution and registration of any such deed/s.
29. To initiate and finalize "habitacao" (succession of heirs) proceedings and to do all further acts, deeds and things in connection therewith.
30. To institute inventory proceedings, to swear statement on oath, to participate in the bidding (licitacao), to agree for the allocation/partition, to give chart of allocation/partition (mapa de partilha), to file consent terms, to accept notices, to renounce my interests and to do all necessary acts, deeds and things for smooth conducting of the said proceedings as well as to execute Deed of Release in accordance with Article 2963 of Portuguese Civil Code.
31. To delegate/sub-delegate the powers herein above mentioned/contained and to appoint one or more attorneys, to do the acts and things mentioned above, in case my attorney is unable to do the same or incase my lawful attorney deems fit and proper to do so.
32. Generally to do all acts and things required to be done to effectively perform and discharge the acts, deeds and thing mentioned above as well as all acts, deeds and things incidental thereto.
33. We do hereby ratify and confirm and agree to ratify and confirm all acts, deeds and things lawfully do by my said lawful attorney in pursuance of this POWER OF ATTORNEY.



IN WITNESS WHEREOF, I, have made and signed this instrument of Power of Attorney at Mapusa, on this _____ day of October, 2015 out of my own free will and after fully understanding the contents thereof.

EXECUTANT



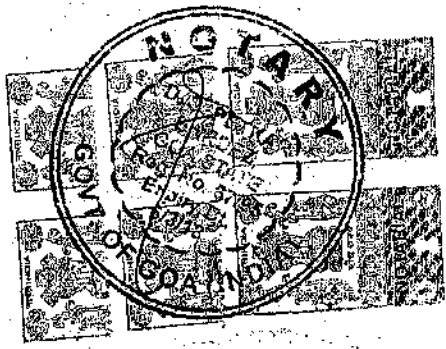
B. Monteiro

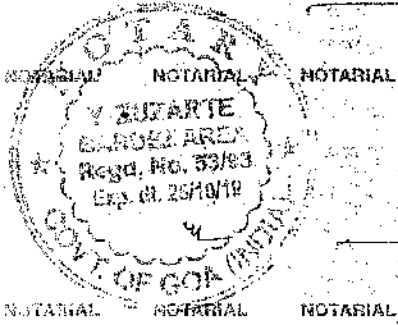
(MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO)

*Identified for PAN
AKKPM0869R.*



P. A. Executed before me
At Mapusa on 27/10/2015
D. S. Petkar
D. S. PETKAR
B.A.L.L.B.
NOTARY, Reg. No. 67195
Sr. No. 2107/2015





22

27
SUPPLEMENTARY
READING

CHECKED WITH
ORIGINAL

[Signature]
D.C.

certified that this is a True Copy
Caption on 17-11-2015

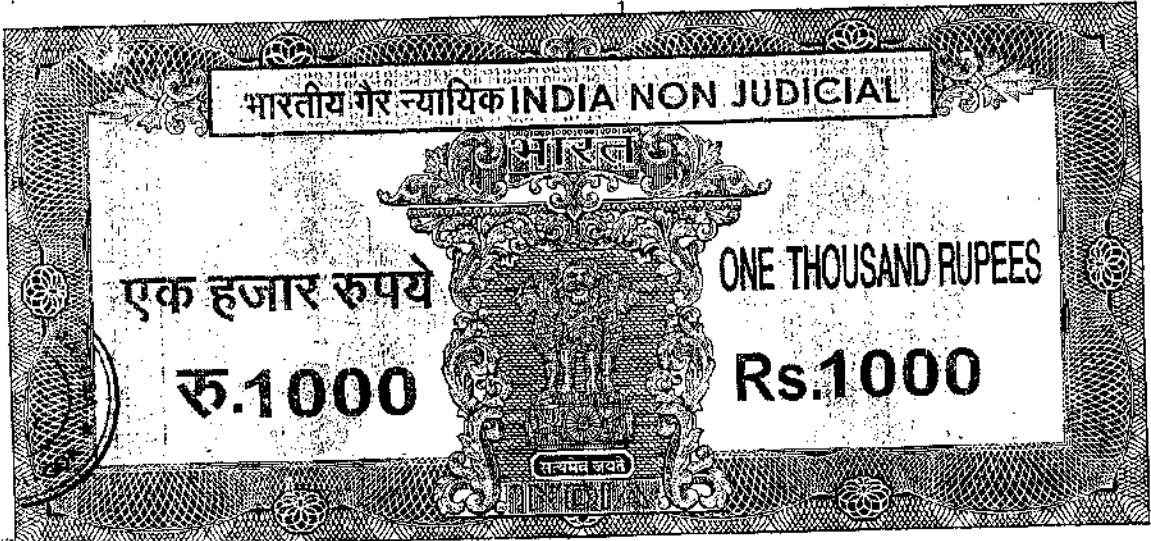
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Y. ZUERTE
B.Sc. LL.B.
NOTARY
Barrenx Division

Reg. No. 12757/2015



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Sr No. 22668 Place of and NOTARIAL Date 16/11/2015
Value of stamp paper 1000 /
Name of Purchaser, Vijay Deshmukh
Residing at MAPUSA V. Deshmukh
It is here to no other single or
value of Rs. 1000 /
papers for the completion
attached alongwith.
Purpose



Signature of Vendor [Signature]
1 No 22 (R. R. P. Dassa) [Signature]

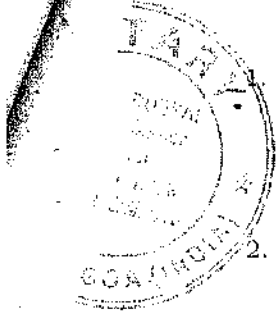
AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT

AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT is made and executed at Mapusa, Goa, on this 17th day of the month of November of the year 2015;

[Signature]
[Signature]

Ana Ester Monteiro 2 Paes
Ma
Mrs Joaze Paulo Fonseca
R Monteiro
Goa

BETWEEN



SUPERINTENDENT
MADRAS

SMT. ANA ESTERA FONSECA CELIA FONSECA, 72 years, daughter of Armando Fonseca and widow of Floriano Caetano Paulo Monteiro, landlady, married, Indian National, Pan card Not applied for, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa;

2. MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO, daughter of late Floriano Caetano Paulo Monteiro, 53 years, unmarried, Indian national, service, Pan card Not applied for and resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa and presently residing at 1819, Borda, Margao-Goa;

3. MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, son of late Floriano Caetano Paulo Monteiro, 42 years, unmarried, Indian national, service, Pan card Not applied for, resident of H. no. 307, Khorjuem, Aldona, Bardez-Goa; (The Executant no. 3 is represented by Executant no. 1 i.e. SMT. ANA ESTERA FONSECA CELIA FONSECA, who has been duly authorized by virtue of Power of Attorney dated 27/10/2015 duly authorized before Notary D. S. Petkar, Mapusa registered under serial no. 21077/2015 duly authorizing her to execute the present agreement and the copy of the said power of attorney is annexed to his power of attorney.)

4. MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, 67 years, daughter of the late Armando Fonseca and widow of Victor Mario Jose Paes, landlady, married, Indian National, holding Pan Card No.BGHPP3591H;

5. MR. JULIO ANTONIO PAES, 45 years, son of the late Victor Mario Jose Paes, in service, bachelor, Indian National, holding Pan Card No. BHUPP4793H;

6. MR. JOSE MARCOS PAES alias MARCUS PAES, 44 years, son of the late Victor Mario Jose Paes, in service, bachelor, Indian National, holding Pan Card No.BGFPP8537H,

All resident of H. No. 447, Salai, Salvador do Mundo, Bardez, Goa,

7. MRS. HANNAH MARIBEL EDMUND VIEGAS, 41 years, daughter of Edmund Viegas, service, Indian national, holding Pan Card No.ADLPV6162G;

8. MRS. RENITA MARIA VIEGAS alias RENITA VIEGAS, 41 years, of Edmund Viegas, service, Indian national, holding Pan Card No.ADHPV8198E;

Ana Ester Monteiro.

Deemuda

E Paes

M. M.

*Carilo Jose Paulo Fonseca
R Monteiro*

J. Paes Goaquerna

9. MR. EDMUND VIEGAS, 77 years, son of late Joseph S. Viegas and married, retired, Indian national, holding Pan Card - No.AACPV6179K,

All residents of 1/2 Paradise Building, St. Paes B. Society Nahur Road, Mulud West Mumbai - 400 080;

(The Executant nos. 7 to 9 are represented by Executant no. 6 i.e. MR. MARCUS PAES, who has been duly authorized by virtue of Power of Attorney dated 10/11/2015 duly authorized before Notary Sheetal D. Gulhane, Mumbai registered under serial no. 354/2015 duly authorizing her to execute the present agreement and the copy of the said power of attorney is annexed to his power of attorney.)

10. MR. CAMILO JOSE PAUL FONSECA alias CAMILO FONSECA, 65 years, son of the late Armando Fonseca, landlord, married, Indian National, Pan Card Not applied for and his wife;

11. MRS. JOAQUINA BRAGANZA E FONSECA, 60 years, daughter of Jose Braganza, housewife, married, Indian National, Pan Card Not applied for;

Both residents of House No. 112, Mae de dues Chapal, Mae de dues waddo, Sangolda, Bardez, Goa,

And all shall Hereinafter referred to as the "SELLERS/ASSIGNORS" [which expression shall wherever the context so requires or admits, mean and include their legal heirs, executors, successors-in-interest and administrators] of the ONE PART;

AND

MR. VIJAY DESHMUKH, proprietor of Deshmukh Constructions, 52 years, married, business, having his office at MZ1, U.G.F. Chandrakant Apts., Mapusa-Goa, Hereinafter referred to as the "PURCHASER/ASSIGNEE" [which expression shall whenever the context so requires or admits mean and include his administrators, executors and successors-in-interest] of the OTHER PART;

AND

MR. RUI UBALDINO DA GAMA, 59 years, late Jose Da Gama, married, business, Indian National, Sole Proprietor of M/s GAMA BUILDERS, with its office situated at Sweet Home Building, First Floor, Rajwado, Mapusa, Bardez, Goa, hereinafter referred to as THE CONFIRMING PARTY (which expression shall unless repugnant to the context of meaning thereof, include his heirs, executors, successors, administrators, legal representatives and assignees) of the THIRD PART;

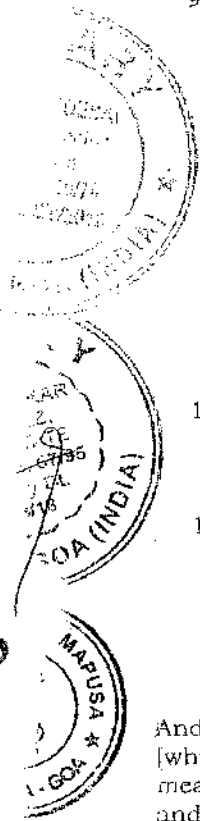
(Signature)
Deshmukh

Ana Ester Monteiro

Camilo Jose Paulo Fonseca
R Monteiro

4 Paes

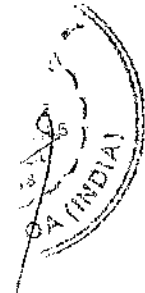
M an Joaquina
F. Luis



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SUPERINTENDENT
MADRAS

The SELLERS/ASSIGNORS, PURCHASER/ASSIGNEE & CONFIRMING PARTY are together referred to as 'PARTIES'.

WHEREAS the SELLERS/ASSIGNORS are lawful Owners of the property known as "MAE DE DEUS" situated at Sangolda, Bardez-Goa admeasuring an area of 5825 sq. mts., registered in the Land Registration office of Conservation D Registos Da Camarca De Bardez, under the Descricao Predial no. 36192 & 36193 on page no 17 & 18 of Book New B-93, with registered Public Testamento dated 28/6/1968 drawn on page 55 of Book no. B 76of the Sub-registrar Notary Mr. Manuel Francisco Antonio Paul Nazareth and presently surveyed under no.95/22 of village Sangolda, Bardez, Goa. Hereinafter referred to as the said whole property.



AND WHEREAS a portion admeasuring an area of 400 sq. mts. out of the said whole property is in possession of one Mr. Anand Govind Tulaskar, R/o. Sangolda alongwith his house bearing no. 96/5/A+B and the remaining area of 5425 sq. mts., shall hereunder as referred to as the said property and same has been clearly shown in red colour on the plan annexed to the present agreement, which plan is signed by all the parties and the same shall form the part and parcel of the present Agreement.



AND WHEREAS it is specifically agreed between the SELLERS/ASSIGNORS that the title to the said area of 400 sq. mts., shall vest exclusively infavour of the SELLERS/ASSIGNORS no. 10 & 11 and shall have right to deal with the same with the occupant of the said area.

AND WHEREAS the SELLERS/ASSIGNORS have entered into an agreements dated 4/9/1995, 4/8/1995, 8/4/1995 and agreements for development of Land dated 26/2/1993 and power of attorney's pertaining to the said property in favour of the CONFIRMING PARTY, thereby granting on the Mr. Rui Gama, the exclusive rights & powers to develop and sell the constructed units constructed in the property bearing survey no.95/22 to the third parties/prospective purchasers subject to consideration as mentioned in the said agreements.

And whereas subsequently some dispute arose with the CONFIRMING PARTY & THE SELLERS/ASSIGNORS, due to which the CONFIRMING PARTY filed a special civil suit No.99/2008/A, which is presently pending in the court of CJSD at Mapusa, wherein the CONFIRMING PARTY has prayed for relief of specific performance, of above agreement as well as for damages.

And whereas, the PURCHASER/ASSIGNEE have approached the SELLERS/ASSIGNORS with the proposal to purchase the said property from the SELLERS/ASSIGNORS as well as to grant/assign/transfer/surrender/convey all their rights, title and interest in the said property inclusive of the rights created under Ana Ester Monteiro

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R. Monteiro

agreements and power of attorneys, which proposal has been accepted by the SELLERS/ASSIGNORS.

And whereas the PURCHASER/ASSIGNEE have separately also approached the CONFIRMING PARTY with the proposal to grant/assign/transfer/surrender/convey all his rights, title and interest in the said property created under agreements and power of attorneys, which proposal has been accepted by the CONFIRMING PARTY.

NOW THIS AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT WITNESSES AS UNDER:-

1. The SELLERS/ASSIGNORS do hereby sell the said property as well as grant/assign/transfer/surrender/convey all their ownership as well as developmental rights, title and interest in the said property alongwith the above agreements and power of attorneys, infavour of the PURCHASER/ASSIGNEE, on the date of execution of the present Agreement.
2. In consideration of having sold the said property as well as granted/assigned/transferred/surrendered/conveyed all their ownership as well as developmental rights, title and interest in the said property alongwith the above agreements and power of attorneys, by the SELLERS/ASSIGNORS infavour of the PURCHASER/ASSIGNEE, the PURCHASER/ASSIGNEE shall pay the consideration in the following manners:-

The consideration payable to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA by the PURCHASER/ASSIGNEE is as follows:-

- i. An amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs) PLUS One villa comprising of ground + 1 floor duly complete in all respect, having each of them built up area of 80 sq. mts. + 80 sq. mts., to be constructed by the PURCHASER/ASSINGEE, together with all amenities such as water, electricity connection and occupancy certificate etc.; subject to the conditions namely:-
 - a. The ASSIGNORS shall also leave a portion of land admeasuring an area of 400 sq. mts., of the said whole property as shown in green colour on the plan annexed to this agreement to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA, which is presently in possession of his representative Mr. Anand Govind Tulaskar and that THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e.

Ana Ester Monteiro

Camilo

Joaquina

R. Monteiro
Camilo
Joaquina

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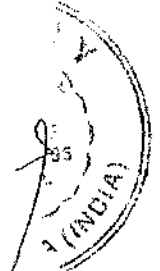
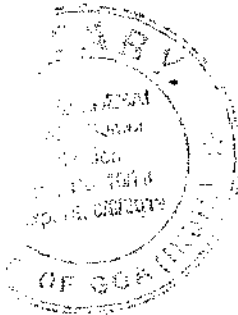
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SUPPLEMENTARY
PAGE

CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be entitled to deal with the said portion as per therein own discretion after filing of compromise terms in the Court in Reg. Civil Suit no.99/2008/A.



- b. That the said residential house bearing house no.112- of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA situated in the said property shall continue to be in occupation of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA till handing over the possession of the aforesaid villa completed in all respect by the PURCHASER/ASSIGNEE and that THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be liable to handover possession of the said residential house in the hands of the PURCHASER/ASSIGNEE on the date of accepting the possession of the said villa.
- c. The PURCHASER/ASSIGNEE shall hand over the possession of the aforesaid villa to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA within a period of 24 months subject to grace period of six months, from the date of renewal of licenses by V.P. of Sangolda, failing which the PURCHASER/ASSIGNEE shall pay an amount Rs.10,000/- (Rupees ten thousand) per month to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA towards compensation till handing over the possession of the said Villa. The Said Villas shall have exclusive one parking for his Vehicle.
- d. The PURCHASER/ASSIGNEE has today paid consideration amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA by way of two Cheque/Demand Draft bearing nos. 021705 & 021706, for an amount of Rs. 7,50,000/- (Rupees Seven Lakhs & Fifty Thousand only) each, both drawn on ~~SB~~ ^{State Bank of India} branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. Ana Ester Monteiro

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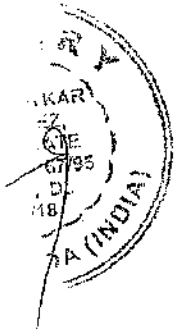
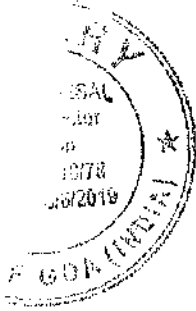
Camilo Jose Paul Fonseca & Paes Joaquina

Mau J Rus

R. Monteiro

10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA do hereby admit and acknowledge.

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18/01/2019



e. The villa to be constructed by the PURCHASER/ASSIGNEE for THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA shall be built after following all legal requirements and shall be in accordance with the specification duly approved and accepted by THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA and shall be with six metre wide road as an common access to main road touching the adjoining property bearing survey no. 95/23 & plot admiring 400 sq. mts., allotted to THE SELLERS/ASSIGNORS NOS. 10 & 11 as shown on the plan annexed to this Agreement.

f. It is specifically agreed and understood that the constructed villa mentioned hereinabove shall be delivered ready in all respect to THE SELLERS/ASSIGNORS NOS. 10 & 11 i.e. CAMILO JOSE PAUL FONSECA & JOAQUINA BRAGANZA E FONSECA within a period of 24 months plus 6 months grace period from the date of obtaining renewal of license and the same is shown on the plan annexed herewith.

g. The cost of the said Villa shall be considered to the sum of Rs. 80 Lakhs as part consideration for the sale of the said property.

II.

The consideration payable to THE SELLERS/ASSIGNORS NOS. 1 to 3 i.e. ANA ESTERA FONSECA CELIA FONSECA, MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO and MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, by the PURCHASER/ASSIGNEE is as follows:-

a. The PURCHASER/ASSIGNEE shall handover to THE SELLERS/ASSIGNORS NOS. 1 to 3 i.e. ANA ESTERA FONSECA CELIA FONSECA, MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO and MR. BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO, one flat of 94 sq. mts., in Block B building on the second floor to be constructed in the said property or in any other project of the PURCHASER/ASSIGNEE and the same shall be handed over within a period of 24 months plus 6
Ana Ester Monteiro

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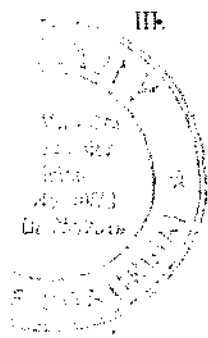
Camilo Jose Paulo Fonseca & Par Joaquina

R Monteiro

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months grace period from the date of obtaining renewal of license.

STAFF SUPERINTENDENT
C.A.D. 1984



III. The consideration payable to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES is as follows:-

The PURCHASER/ASSIGNEE shall pay an amount of Rs. 40,00,000/- (Rupees Forty Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES to be paid in the following manner:-



a. Rs. 10,00,000/- (Rupees Ten Lakhs only) at the time of execution of the present agreement and accordingly the PURCHASER/ASSIGNEE has today paid an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES by way of 3 Cheques bearing nos. 134319, 134320 & 134321 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;

b. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134322, 134323 & 134324 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6

Ana Ester Monteiro

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EPaes

R Monteiro

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i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;



c. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134325, 134326 & 134327 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;

d. Rs. 10,00,000/- (Rupees Ten Lakhs only) on or before period of 8 months from the date hereof and that the PURCHASER/ASSIGNEE has issued cheques towards the same amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES i.e. 3 Cheques bearing nos. 134328, 134329 & 134330 for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only), Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) & Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) respectively all drawn on SBI, Panaji branch, drawn in favour of THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES respectively, the receipt and payment of which THE SELLERS/ASSIGNORS NOS. 4 to 6 i.e. ELIZABETH ARAMITA ESPICIOSA FONSECA E PAES, JULIO ANTONIO PAES & JOSE MARCOS PAES do hereby admit and acknowledge;

IV. The consideration payable to THE SELLERS/ASSIGNORS NOS. 7 to 9 i.e. HANNAH MARIBEL EDMUND VIEGAS, RENITA VIEGAS & EDMUND VIEGAS is as follows:-

The PURCHASER/ASSIGNEE shall handover to THE SELLERS/ASSIGNORS NOS. 7 to 9 i.e. HANNAH MARIBEL EDMUND VIEGAS, RENITA VIEGAS & *Ana Ester Monteiro*

R. Monteiro
Rashmi

Benito Jose Paulo Fonseca

R. Monteiro *goa goa*

E. Paes

M. M.

J. K.

APPOINTMENT

EDMUND VIEGAS, two flats of 47 sq. mts., each in Block B building on the second floor to be constructed in the said property or in any other project of the PURCHASER/ASSIGNEE and the same shall be handed over within a period of 24 months plus 6 months grace period from the date of obtaining renewal of license.

3. It is specifically agreed between the parties that the SELLERS/ASSIGNORS shall execute necessary irrevocable power of attorney in favour of PURCHASER/ASSIGNEE empowering the PURCHASER/ASSIGNEE to carry out necessary developmental work as well as giving other powers as may be required. It is specifically agreed that the SELLERS/ASSIGNORS shall not be entitled to revoke the irrevocable power of attorney granted in favour of the PURCHASER/ASSIGNEE during the subsistence of the present Agreement.

4. It is specifically agreed between the parties that the SELLERS/ASSIGNORS along with the CONFIRMING PARTY shall be responsible for signing the consent terms to be filed in the said special civil suit bearing no. 99/2008/A, amicably settling the said suit according to the terms and conditions mentioned in the present agreement.

5. It is specifically agreed between the parties that upon execution of the present Agreement, the SELLERS/ASSIGNORS shall not be responsible in any manner whatsoever to the CONFIRMING PARTY and that the PURCHASER/ASSIGNEE shall be solely responsible/liable for dealing with the CONFIRMING PARTY, Village Panchayat of Sangolda and all other authorities and to carry out necessary development in the said property at his own cost and expenditure and that the SELLERS/ASSIGNORS shall not be liable towards the same in any manner of whatsoever.

6. The SELLERS/ASSIGNORS do hereby assures the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS has an absolute, valid title and have absolute right, full power and absolute authority to assign, release, transfer and convey the entire developmental as well as selling rights in the said property in favour of the PURCHASER/ASSIGNEE.

7. The SELLERS/ASSIGNOR does hereby assure the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS have not created any charge or encumbrances on the said property nor is there any lien, charge or claim of whatsoever nature.

8. The SELLERS/ASSIGNORS do hereby further assures the PURCHASER/ASSIGNEE that the SELLERS/ASSIGNORS have not entered into any agreement with any other person/persons/body of individuals and the

Ana Ester Monteiro

Luis Jose Paulo Jorja

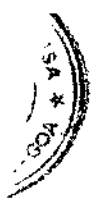
E Pais

R. Mater

Godaguma

M. A. V. S.

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2
SUPPLEMENTARY
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SELLERS/ASSIGNORS and their successors-in-interest, liquidators, executors, administrators and assigns covenant with the PURCHASER/ASSIGNEE to indemnify the PURCHASER/ASSIGNEE from or against all encumbrances, charges, defeats and equities whatsoever or any third party claim from any person claiming any right over the said property and further covenant that if on account of defect of title of the SELLERS/ASSIGNORS, the PURCHASER/ASSIGNEE is deprived of the developmental as well as selling rights on the said property then, the SELLERS/ASSIGNORS undertake to compensate totally for all the losses and damages sustained by the PURCHASER/ASSIGNEE, except the agreements dated 4/9/1995, 4/8/1995, 8/4/1996 and agreements for development of land dated 26/2/1993 and a power of attorney's.



9. The PURCHASER/ASSIGNEE shall pay the following consideration to the CONFIRMING PARTY and the same shall be paid in the following manner:-

a. The PURCHASER/ASSIGNEE shall hand over complete in all respect 5 flats nos. 103, 104, 105, 106 & 107 consisting of total built up area of 415 sq. mts., located on the first floor of Block B as per plan attached hereto marked in red colour, with two car parking space below Block B, completed in all respect alongwith occupancy certificate in the said property alongwith proportionate right in the said property as detailed herein and the same shall be handed over within a period of 24 months subject to grace period of six months, from the date of signing this agreement and further to pay an amount of Rs. 75,00,000/ (Rupees Seventy Five Lakhs only) following manner:-

i. Rs. 10,00,000/- (Rupees Ten Lakhs, only) paid by cheque no. 134331 for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY.

ii. And balance in 15 installments of Rs. 4,00,000/- (Rupees Four Lakhs only) each by cheque bearing nos. 134332 to 134346 all drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY and Rs. 5,00,000/- (Rupees Five Lakhs only) by cheque bearing no. 134347 drawn on SBI, Panaji branch, drawn in favour of the CONFIRMING PARTY;

10. It is specifically agreed between the parties that the CONFIRMING PARTY shall execute necessary specific power of attorney with time limit for renewal of licenses/approvals in favour of PURCHASER/ASSIGNEE empowering the

Handwritten signatures and names:
R Mateiro
Ana Ester Monteiro
Luís Carlos Pereira

Handwritten name:
E Pais

Handwritten name:
Manoj Kumar
TVW

Handwritten name:
R Mateiro

PURCHASER/ASSIGNEE to do all the licensing of the project under development in survey no. 95/22 of village Sangolda, Bardez-Goa.

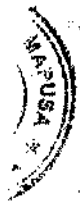


1. It is specifically agreed between the parties that upon execution of the present agreement, the CONFIRMING PARTY shall not be responsible in any manner whatsoever to the SELLERS/ASSIGNORS and that the PURCHASER/ASSIGNEE shall be solely responsible for dealing with the SELLERS/ASSIGNORS, Village Panchayat of Sangolda and other authorities and to carry out necessary development in the said property at his own cost and expenditures and that the CONFIRMING PARTY shall not be liable towards the same in any manner whatsoever nature.

12. The CONFIRMING PARTY hereby declares that he has entered into an agreement for settlement with the PURCHASER/ASSIGNEE separately and that he has absolute right full power and authority to settle his claims with the PURCHASER/ASSIGNEE by giving up his right of whatsoever nature under the agreements in favour of the PURCHASER/ASSIGNEE and to compromise the said suit no. SCS no. 99/2008/A accordingly.



The CONFIRMING PARTY does hereby assure the PURCHASER/ASSIGNEE that the CONFIRMING PARTY have not created any charge or encumbrances on the said property nor is there any lien, charge or claim of whatsoever nature.



14. The CONFIRMING PARTY do hereby further assures the PURCHASER/ASSIGNEE that the CONFIRMING PARTY have not entered into any agreement with any other person/persons/body of individuals and the CONFIRMING PARTY and their successors-in-interest, liquidators, executors, administrators and assigns covenant with the PURCHASER/ASSIGNEE to indemnify the PURCHASER/ASSIGNEE from or against all encumbrances, charges, defeats and equities whatsoever or any third party claim from any person claiming any right over the said property, for any acts, deeds or things done by the CONFIRMING PARTY in the past prior to execution of this agreement.

15. The SELLERS/ASSIGNORS shall be responsible for furnishing the valid succession certificate/inventory proceedings to the PURCHASER/ASSIGNEE for which the SELLERS/ASSIGNORS have given necessary power of attorney to the PURCHASER/ASSIGNEE to pursue the same.

16. The SELLERS/ASSIGNORS hereby confirms to have conferred the absolute and exclusive development and Sale rights unto and in favour of the PURCHASER/ASSIGNEE for utilization of the present and future F.S.I. (FLOOR SPACE INDEX)/ F.A.R. (FLOOR

Ana Ester Monteiro

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D. Ashmita

[Handwritten signature]
Luis Jose Luis Ferreira

& Pais

Man

T. Kus Goaquerra

B. Matas

47
SUPERINTENDENT

AREA RATIO) in respect of the Said Property, upon the terms and conditions set out in this AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT hereinafter. However all costs whereof is to be borne by the PURCHASER/ASSIGNEE in relation to the proposed development and construction of the buildings.

(M/A) *

7. The PURCHASER/ASSIGNEE is entitled and authorized to sell the proposed flats/units/premises etc., to the prospective Buyers/Purchasers of their own choice and to appropriate consideration and SELLERS/ASSIGNORS & the CONFIRMING PARTY shall not have any objection towards the same and the SELLERS/ASSIGNORS & the CONFIRMING PARTY do hereby accord their the express consent to the PURCHASER/ASSIGNEE to authorized to sell the proposed flats/units/premises etc. to the prospective Buyers/Purchasers of its own choice.

18. The PURCHASER/ASSIGNEE confirms to have accepted the conferment of the absolute and exclusive development and Sale rights for utilization of the present and future F.S.I./F.A.R. in respect of the Said Property. In case additional F.S.I./F.A.R is made available by the concerned local/Government authorities either due to amendments in relevant Building Rules and Regulations or for any other reason, the PURCHASER/ASSIGNEE shall have the absolute right to develop the said available F.S.I./F.A.R in future for construction of additional units/premises and Such additional benefit shall be available only to the PURCHASER/ASSIGNEE.

(M/A) *

19. The entire cost of construction of the proposed project including cost of material, labour, expenses for clearance fee of the architect and other charges etc., shall be borne and paid by the PURCHASER/ASSIGNEE. The entire decision with respect to the proposed project shall be taken by the PURCHASER/ASSIGNEE for construction including selling and using of Building Technology.

APUSA
GOA *

20. The SELLERS/ASSIGNORS & the CONFIRMING PARTY have handed over physical possession of the said Property to the PURCHASER/ASSIGNEE on the date of execution of the present agreement except as provided in sub clause (b) of clause (I) and that the PURCHASER/ASSIGNEE shall have full right and authority to enter, commence, carry on and complete developmental work in the said Property, in accordance with the approved plans and permission granted towards the same.

21. The PURCHASER/ASSIGNEE shall be entitled to sign and execute all the Agreements for Sale and/or sale deeds of the flats/tenements/premises/units etc as per the prevailing Laws and the SELLERS/ASSIGNORS shall be the confirming party in any such Agreement of Sale and/or Sale Deeds if need arises.

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Ana Ester Monteiro 4 Paes

Santhi Jose Paula Pereira 11/11/11

J. V. S. G. G. G. G. G.

R. M. A. S.

SUPPLEMENTARY

INDIA

22. The SELLERS/ASSIGNORS & the CONFIRMING PARTY shall not have any claim or claims or demands except the consideration agreed and mentioned hereinabove and that the PURCHASER/ASSIGNEE shall be entitled to construct and/or build other buildings consisting of flats/premises/villas etc., in the said Property at his own discretion and free to sell the same to any buyer or buyers as per the desire and wishes of the PURCHASER/ASSIGNEE.

23. All the parties shall be entitled for the specific performance of the terms and conditions of this deed of assignment.

24. Any alterations or additions to this agreement and any communication to any of the parties of this deed shall necessarily be in writing duly signed and executed by the parties hereto and shall be sent by Registered Post A.D. at the addresses mentioned hereinabove.

25. The 4 original sets of this agreement have been printed and each one shall have original of the same.

IN WITNESS WHEREOF the Parties to this Agreement have set and subscribed their respective hands on the day, month and year aforementioned in the presence of attesting witnesses.

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 1.



INDIA

Ana Ester Monteiro
1. ANA ESTERA FONSECA CELIA FONSECA,

SIGNED, SEALED AND DELIVERED by the withinnamed SELLER/ASSIGNOR NO. 2.



R Mateus
2. MS. ROSARINHA ELVINA MONTEIRO ALIAS RUZARINO MONTEIRO,
Ana Esteiro

8 Pals

R Mateus
Ana Esteiro
Joagunna

SUPPLEMENTARY
SEALING

SIGNED, SEALED AND DELIVERED by the withinnamed
SELLER/ASSIGNOR NO. 3.



Ana Ester Monteiro

3. ANA ESTERA FONSECA CELIA FONSECA
(Lawful attorney of the SELLER/ASSIGNOR NO. 3 namely MR.
BRUNO MONTEIRO ALIAS BRUNO FRANCIS MONTEIRO)

SIGNED, SEALED AND DELIVERED by the withinnamed
SELLER/ASSIGNOR NO. 4.



E Paes

4. MRS. ELIZABETH PAES alias ELIZABETH ARAMITA ESPICIOSA
FONSECA E PAES.

SIGNED, SEALED AND DELIVERED by the withinnamed
SELLER/ASSIGNOR NO. 5.



J Lus

5. JULIO ANTONIO PAES,
Ana Ester Monteiro

E Paes

Paulo
De Almeida

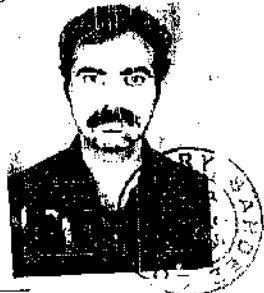
bonito Jose Paulo Fonseca

Man goaquira
J Lus

R. Mateiro



SIGNED, SEALED AND DELIVERED by the withinnamed
SELLER/ASSIGNOR NO. 6.



Paes

6. MR. JOSE MARCOS PAES alias MARCUS PAES

SIGNED, SEALED AND DELIVERED by the withinnamed
SELLER/ASSIGNOR NO. 7, 8 & 9.



Paes

MR. JOSE MARCOS PAES alias MARCUS PAES
Lawful attorney of SELLER/ASSIGNOR NO. 7, 8 & 9 namely MRS.
HANNAH MARIBEL EDMUND VIEGAS, MRS. RENITA MARIA VIEGAS
alias RENITA VIEGAS & EDMUND VIEGAS,

SIGNED, SEALED AND DELIVERED by the withinnamed
SELLER/ASSIGNOR NO. 10.



Camilo Jose Paul Fonseca
10. CAMILO JOSE PAUL FONSECA,

Ana Ester Monteiro

Paes
Paes

Paes *Paes*

Camilo Jose Paul Fonseca
Fonseca *Paes*
Paes
R Monteiro



SIGNED, SEALED AND
SELLER/ASSIGNOR NO. 11.

DELIVERED by the withinnamed

Joaquina
11. JOAQUINA BRAGANZA E FONSECA



SIGNED, SEALED AND DELIVERED by the withinnamed
PURCHASER/ASSIGNEE.

Vijay
(MR. VIJAY DESHMUKH)



SIGNED, SEALED AND DELIVERED by the withinnamed
CONFIRMING PARTY.

Rui
(MR. RUI UBALDINO DA GAMA)
Ana Ester Monteiro

Rui Vijay benis Jost de Paes Joaquina
Ana Ester Monteiro
R. Monteiro



In the presence of the following WITNESSES:-

1) Name:- VILAS PILANKAR
Address:- MAPUSA COA
Signature:- *Vilas Pilankar*

2) Name:- AMAR GHONE
Address:- MAPUSA COA
Signature:- *Amar Ghone*

An Enter Martiro

Devi...



R Motew
banib for Paul...

Goa...

CHECKED WITH ORIGINAL

g
u.d.c.

37
SUPERINTENDENT
M&C/MA



SPECIFICATIONS

- STRUCTURE : R.C.C framed structure
- WALLS : 23 cms laterite stone masonry and 11.5 cms bricks masonry
- PLASTER : 1:3 cement mortar 12 mm thick internal plaster finished with ready made lambi and 1:3 cement mortar external plaster (sponge finish) with grove / bands as per design
- FLOORING : 2'x2' vitrified tiles in bedrooms, Marble for staircase, Non skid ceramic tiles for toilet floor and Vitrified tiles for dado up to ceiling.
- WINDOWS : Sal/multi wood frame with Indian teak wood shutters and 1 mm glass.
- DOORS : French doors- sal/multi wood frame with teak wood shutter and 1 mm glass and steel fitting. Main door - sal wood frame with teak wood shutter. Toilet door of Simex.
- PAINT : External paint - Apex and Internal paint - OBD
- PLUMBING : Piping - CPVC/PVC and fixture - Jaguar (C/O)
- SANITATION : Piping - PVC, Sanitaryware - Cera, Hindware (white) Septic tank/soak pits as per design
- ELECTRICAL : Wires - Anchor / Finolex
Switches - Anchor (round) / SSK
Ducting and points for phone / cable TV/AC/Geysier etc.



Compto Jee Paulo Goyca

Checked with original spec

*E. P. Alves
M. M. M.*

R. Monteiro

João Gomes

Bestmark

NO. 1078
DT. 08/20/18
OF GGA (INDIA)



CHOGM ROAD

Apartment - C

Block-B

Block A

Row Villa



R. Monteiro

20/01/18

Shan

4/18

Deshmukh

Geography

Land Tax Pab Hassan

SITE PLAN SCALE 1:300

PROJ. NO.	DRG. NO.	REV. NO.
07 AUG 2018	DS-P-01	
DATE	DRAWN BY	CRD. BY
	Kalyan C	Ashwin P

TITLE

PROPOSED RESIDENTIAL LAYOUT FOR Mr. DESHMUKH ON PLOT BEARING SURVEY NO.95/22 SITUATED AT SANGOLDA VILLAGE OF BARDEZ TALUKA

PROJECT ARCHITECT

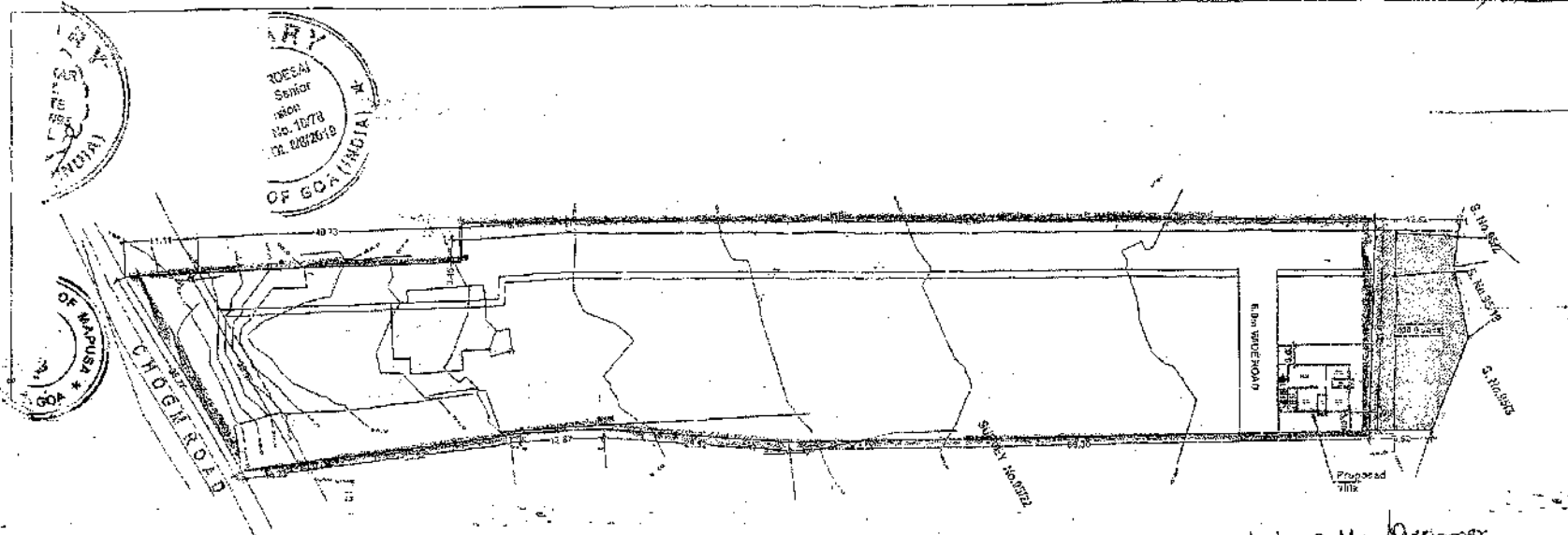


C-8, 3rd Floor
Panel - 1

ASHWINKUMAR
stud:

SUPPLEMENTARY
REVISION

Sub D (B/C), (G) 5/11



R. Monteiro
 SPAs
 Mrs. Jha
 Ashwin
 Deshmukh
 Yashwantrao
 limits for Park for school

- ① Area Reserved for Seller/Assignor
 Abs. 10411 :- 400 Sqm.
- ② Villa to be allotted to Seller/Assignor
 Abs. 10411
- ③ Balance area given for sell & developed
 to purchaser/Assignee by Seller/Assignor
 :- 5425 Sqm.

SITE PLAN SCALE 1:300

PROJ. NO.	DRG. NO.	REV. NO.
	DS-Pr-01	
DATE	DRAWN BY	CHKD. BY
11 AUG 2015	Kalyan G	Ashwin P

TITLE
**PROPOSED RESIDENTIAL LAYOUT FOR
 Mr. DESHMUKH ON PLOT BEARING SURVEY
 NO.95/22 SITUATED AT SANGOLDA
 VILLAGE OF BARDEZ TALUKA**

PROJECT ARCHITECT
ASHWINIKUMAR PRABHU

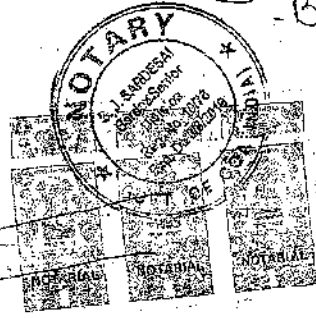
studio Arche'type
 architecture + interiors
 C-5, 3rd Floor, Trionora Apts., Near Municipal Market,
 Panaji - Goa-INDIA. Ph. 0091-832-6511330
 e-mail: studioarche'type@gmail.com

Certified that this is a true Copy
Mapusa on 17 NOV 2015

S. J. Sardesai

S. J. Sardesai
B.A. B.L.S.
ADVOCATE & NOTARY
MAPUSA - GOA

Reg. No. 17445/2015
- Book XVI



CERTIFIED COPY 3694 - *Go pardin*
 Date on which copy applied for 22/1/16 *before*
 Date on which application made 22/1/16 *in front*
 Date given to the applicant 22/1/16 *of the*
 Date of the original 22/1/16
 Date of the copy 5/2/16
 Copy No. 2241
 22/1/16 9 269036-15247
Sherlock
 Superintendent

Plan submitted
along with content
hand for



1
45

4
SUPERINTENDENT
COURT



511 - 6/21

Presented on : 04/08/2008
Registered on : 04/08/2008
Decided on : 17/11/2015
Duration : Years/Months/Days
07 03 13

IN THE COURT OF THE SENIOR CIVIL JUDGE 'A' COURT AT
MAPUSA -GOA.

Special Civil Suit No. - 99/2008/A

M/s. Gama Builders
represented by its proprietor,
Mr. Rui Da Gama
Having its office at Karekar Building
Mapusa Clinic Road,
Mapusa, and now shifted to
Sweet Home Bldg., 1st Floor, Rajwado,
Mapusa, Bardez Goa.

Plaintiff

Versus



2

46

SUPERINTENDENT
MADRAS

1. Ana Estera Fonseca Celia Fonseca,
Resident of Corjuem, Bardez - Goa.
2. Mr. Floriano Caetano Paulo Monteiro (Expired)
- 2(a) Miss Ruzarino Monteiro,
- 2(b) Mr. Bruno Monteiro,
Both resident of Khorjuem, Aldona, Bardez, Goa
3. Elizabeth Aramita Espisiosa Fonseca E Paes
r/o Salvador Do Mundo, Bardez - Goa.
House No. not known,
4. Victor Mario Jose Paes (Expired)
- 4(a) Julio Antonio Paes
- 4(b) Jose Marcas Paes
Both resident of House No. 447,
Salem, Salvador do Mundo,
Bardez - Goa.
5. Camilo Jose Paul Fonseca
6. Mrs. Joaquina Braganza e Fonseca
7. Mr. Caetano Luis Francis Fonseca (Deleted)
All resident of Mae -de-deus.
Sangolda, Bardez- Goa (House No. not known)
8. Smt. Celia Ethel Fonseca e Viegas (Expired)
- 8(a) Renita Maria Viegas,
R/o Paradise Building,
St. Paes B. Society Nahur Road,
Mulund, West Mumbai
9. Mrs. Hannah Maribel Edmund Viegas,
10. Mr. Edmund Viegas,
All resident of 1/2 Paradise Building,
St. Paes B. Society Nahur Road,
Mulund, West, Mumbai - 400080.
11. Mr. Vijay Deshmukh,
Proprietor of Deshmukh Constructions,
52 years, married, business,
having his office at MZ1, U. G. F.,





71

97

SUPERINTENDENT
C.A.D. MA.

Chandrakant Apts., Mapusa - Goa. Defendants

CONSENT DECREE

This is a Suit for Specific Performance, Declaration, Recovery of Possession, Mandatory Injunction, Permanent Injunction and Consequential Relief filed by the Plaintiff against the Defendants praying that :

(a) The defendants their agents, family members, persons acting on their behalf be directed to perform their part of the suit agreement.

(b) That the defendants, their agents, servants, persons acting on their behalf and family members be restrained by way of Permanent injunction from dealing the suit property with any third party and from entering into any transaction, agreement, MOU, power of attorney in respect of the suit property with any other party and from changing the nature of the suit property.

(c) Any other and further order as this Hon'ble Court deem fit and proper.

(d) In the alternative and without prejudice to prayer (a) above the defendants be jointly and severally be ordered/directed to pay to the plaintiff an amount of Rs. 5,65,20,000/- (Rupees five crores sixty five lakhs twenty thousand only) towards the compensation/damages and loss of income occasioned to the plaintiff on account of non performance of the obligations of the defendant under the suit agreement.

This suit coming on this day for final disposal before Ms. Dvijpic V. Patkar, Ad-hoc Senior Civil Judge, 'A' Court, Mapusa in the presence of learned Advocate Shri. S. Chodankar for the plaintiff and learned Advocate Shri. P



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 SUPPLEMENTARY
 ORDER

Sangodkar present for the defendant nos. 1,3,5,6,8, 10 & 11.
 It is ordered that the Suit is decreed in accordance with the consent terms. The consent terms are as follows :

(1) That the plaintiff and the defendants have settled their differences in the suit and have arrived at the following terms of compromise:

(a) That the plaintiff and defendants have entered into an agreement of sale, development, exchange and assignment dated 17/11/2015 with defendant No. 11 Mr. Vijay Deshmukh, proprietor of Deshmukh Constructions in respect of the suit property bearing survey No. 95/22 of Sangolda Village. Bardez - Goa, a certified copy of the same is hereto annexed for the perusal of this Hon'ble Court and shall form the part and parcel of the present consent terms.

(b) That the said defendant No. 11 Mr. Vijay Deshmukh shall address, answer, fulfill and perform all the rights and obligations of both plaintiff and defendants visa-a-vis the said property as per the terms, conditions and provisions of the said agreement of sale, development, exchange and assignment, dated 17/11/2015.

(2) That suit shall stand disposed off in accordance with these terms of compromise.

(3) Both parties shall bear their own costs.

(4) All parties shall permit the defendant No. 11 to carry out construction in the said property in consideration for setting their respective demands in the suit as per their respective shares.

(5) Conveyance of the property in favour of the defendant No. 11 shall only be executed on the owners receiving their





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respective settlements in cash or in kind as per their demands.

(6) Agreement of sale, Development, Exchange & Assignment dated 17/11/2015 has been executed simultaneously with these compromise terms.

Given under my hand and the seal of the Court, dated this 17th day of November, 2015.



Dvijle V. Patkar
(Dvijle V. Patkar)
Ad-hoc Senior Civil Judge
'A' Court, Mapusa -Goa.

Prepared by : *[Signature]*
(U.D.C.)

Checked by : *[Signature]*
(Head Clerk)

[Signature]
[Signature]
(Adv. for def. No. 12)
(Adv. S. Gouveas)

[Signature]
(Advocate for the Plaintiff)

(Advocate for the defendant)

CHECKED WITH ORIGINAL

[Signature]
U.D.C.



IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION AT MAPUSA
GOA

Special Civil Suit No. 99 /2008/A

M/S Gama Builders
represented by its Proprietor
Mr. Rui Da Gama
having its office at Karekar Building,
Mapusa Clinic Road,
Mapusa, and now shifted to
Sweet Home Bldg, 1ST Floor, Rajwado
Mapusa, Bardez Goa.Plaintiff

V/S

1. Ana Estera Fonseca, Celia Fonseca,
2. Mr. Floriano Caetano Paulo Monteiro
Both resident of Corjuem, Bardez Goa
- 2(a) Miss. Ruzarino Monteiro,
- 2(b) Mr. Bruno Monteiro,
both resident of Khorjuem, Aldona, Bardez Goa.
3. Elizabeth Aramita Espiciosa Fonseca E Paes,
4. Mr. Victor Mario Jose Paes,
Both resident of Salvador do Mundo,
Bardez Goa.
- 4(a) Julio Antonio Paes,
Major of age, bachelor,
- 4(b) Jose Marcos Paes,
Major of age, bachelor,
5. Camilo Jose Paul Fonseca,
6. Mrs. Joaquina Braganza e Fonseca,
7. Mr. Caetano Luis Francis Fonseca,
(since deceased) bachelor,
All resident of Mae-de-deus,
Sangolda, Bardez-Goa.
8. Smt. Celia Ethel Fonseca E. Viegas

es
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9. Mrs. Hannah Maribel Edmund Viegas,
10. Ranita Maria Viegas
both resident of 1/2, Paradise Building,
St. Paes B. Society Nahur Road,
Mulud West Mumbai-400080.Defendants

APPLICATION FOR JOINDER OF PARTY

MAY IT PLEASE YOUR HONOUR;



The Plaintiffs state and submit as under,

1. That the Plaintiffs and defendants have resolved the dispute in the above matter.
2. That the Plaintiff therefore wishes to join MR. VIJAY DESHMUKH, proprietor of Deshmukh Constructions, 52 years, married, business, having his office at MZ1, U.G.F. Chandrakant Apts., Mapusa-Goa as defendant no. 11 as party to the above suit as the plaintiff and the defendants have already entered into an AGREEMENT OF SALE, DEVELOPMENT, EXCHANGE & ASSIGNMENT dated 17/11/2015 with MR. VIJAY DESHMUKH. The copy of the same is annexed herewith.
3. That the Plaintiff seeks leave of the court to join the above mentioned party.
4. That great prejudice will cause to the Plaintiffs if the said above mentioned party is not join.
5. That no prejudice will cause to the defendants if the above said party is joined to the above suit.

It is therefore prayed that present application be allowed and MR. VIJAY DESHMUKH be joined as defendant no. 11 in the above matter.

Date: 17/11/2015

[Signature]
Plaintiff

[Signature]

ADV. FOR THE Plaintiff



[Handwritten mark]

[Handwritten mark]

AFFIDAVIT

I, MR. RUI UBALDINO DA GAMA, 59 years, late Jose Da Gama, married, business, Indian National, Sole Proprietor of M/s GAMA BUILDERS, with its office situated at Sweet Home Building, First Floor, Rajwado, Mapusa, Bardez, Goa, the plaintiff hereinabove do hereby solemnly affirm on oath state that the contents of the above application are true and correct to my own knowledge.

Solemnly affirmed on oath

On this 17th day of November 2015 at Mapusa-Goa.

[Signature]
Deponent

Identified by me:

[Signature]
[Signature]
Shankar Chodankar



solemnly affirmed before me by Mr. Rui Ubaldino Da Gama
at Mapusa before me by Shankar Chodankar, Advocate
on this 17/11/2015

[Signature]

Notary Public
Court of Mapusa, Goa

No objection for doing
Vijay Deshmukh as def no 11
[Signature]
Adv. for def no 5 & 6

CHECKED WITH ORIGINAL

[Signature]
U.D.C.

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Heard. for reason disclosed
and in view of no objection
application is granted. Vijay
Deshmukh shall be added as
def no 11. P.H. shall amend
the cause title.

[Signature]
12/11/15
Secy Mapusa
Court