

Phone No:
Sold To/Issued To:
Esmeralda Developers
For Whom/ID Proof:
Pan-AABFE8757B




JUL-28-2023 17:16:52

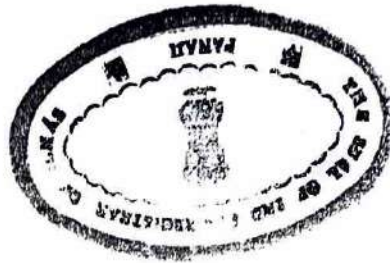
₹ 0364050/-

ZERO THREE SIX FOUR ZERO FIVE ZERO

Other
38152371690381752417-00015148
3815237 35/02/01/2021-RDI

For CITIZEN CREDIT™
CO-OP. BANK LTD.


Authorised Signatory



DEED OF SALE


For Esmeralda Developers
Shiradkar
Partner

For Esmeralda Developers
Jyoti Shirode
Partner

THIS DEED OF SALE is executed on this 26th day of July, 2023,
at Panaji - Goa.

BETWEEN

DEVON REAL ESTATE AND CONSTRUCTION PRIVATE LIMITED, a company incorporated under the Companies Act 1956, having its Registered Office at Salgaocar Centre, E4, Murgaoon Estate, Off Airport Road, Chicalim Goa-403711, having Income Tax PAN : , represented in this act by its Director **Mr. JUSTINIANO DA COSTA**, son of late Proto da Costa, 69 years of age, service, married, Indian National, residing at House No. 1417, Off St. Joaquim Road, Borda, Margao, Goa, having Income Tax PAN: , Aadhar Card No.

, M : - , authorized vide Board Resolution No. 06 dated 05th June, 2023, hereinafter referred to as 'VENDOR' (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, executors, administrators and assigns) of the **FIRST PART;**

AND

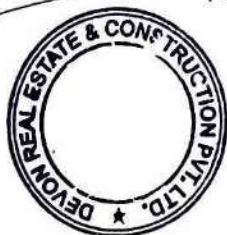
1. **M/s. ESMERALDA DEVELOPERS**, a partnership firm registered no.334/2004 dated 20/09/2004 under the Indian Partnership Act, having its office at 509, Goa Velha, Tiswadi, Goa, having PAN No. , herein represented by its Partner a) **Mr. Jagdish Umakant Bhobe**, son of Umakant Bhobe, aged 53 years, married, business, Indian National, Pan card No. and Aadhar card No. ; M. no. residing at house No. , Forgotten Waddo, Goa

For Esmeralda Developers

Partner

For Esmeralda Developers

Partner



Velha, Tiswadi Taluka, Goa and b) Mr. **Rajesh Manohar Shirodkar**, son of Manohar Shirodkar, Aged 52, years, married, business, Indian National, Pan No. _____ and Aadhar card No. _____ ; M. no _____, residing at house No. 175, Esmeralda, Opp. Ribandar Police Out Post, Fondvem, Tiswadi Taluka, Goa, 403006 hereinafter referred to as '**PURCHASER**' (which expression shall unless repugnant to the context and/or meaning thereof be deemed to include its present partners and their respective heirs and legal representatives and future partners as and when admitted) of the **SECOND PART**.

WHEREAS, the **VENDOR** is the absolute lawful owner in possession of all the plot of land identified as Plot bearing No. 23 admeasuring 809 square meters or thereabouts at "**SANTA MONICA ENCLAVE**" in Survey No. 30/1 (part) of Village Corlim, Tiswadi Taluka, being part and parcel of the Larger Immovable Property known as "**OLLEM BATTA**", situated at Corlim, Tiswadi Taluka described in the Land Registration Office of Tiswadi, Ilhas, under No. 15984 of Book B-42 New and enrolled in the Taluka Revenue Office under Matriz No. 160, within the limits and jurisdiction of Village Panchayat of Corlim, Registration Sub-District and Taluka of Ilhas/Tiswadi, District of North Goa, State of Goa, which plot of land is hereinafter referred to as the '**SAID PLOT**';

AND WHEREAS, the **VENDOR** derived and traces the right, title and interest in respect of the **SAID PLOT** as under:

A. **THAT** there exists a Larger Immovable Property Known as "**OLLEM BATTA**", situated at Corlim, Tiswadi Taluka described in the Land Registration Office of Tiswadi, Ilhas, For Esmeralda Developers



Partner

For Esmeralda Developers
Partner

under No. 15984 of Book B-42 New and enrolled in the Taluka Revenue Office under Matriz No. 160, within the limits and jurisdiction of Village Panchayat of Corlim, Registration Sub-District and Taluka of Ilhas/Tiswadi, District of North Goa, State of Goa, then admeasuring 84,200 square meters and surveyed under Survey No. 30/1 of Village Corlim, hereinafter referred to as the '**Larger Immovable Property**' and more particularly described in **SCHEDULE-I** written hereunder and identified and shown delineated in **red colour boundary line** on the **Plan-A** annexed hereto.

B. THAT the Larger Immovable Property was purchased in equal parts by late Xembu VencTexa Naique Chopdenkar alias Xembu Naique Chopdenkar and late Guno Vithal Naique Chopdenkar alias late Guno Vitola Naique Chopdenkar by Deed of Sale and Acquittance dated 17/03/1951 recorded in the Books of the then Notary Public, Krishna Porobo Tamba, Asst. in the Notary Office of Dr. Socrates da Costa, from Joao Rodrigues and his wife Carmelina de Oliveira.

C. THAT after the purchase of the said **Larger Immovable Property**, the same was inscribed in the Land Registration Office of Ilhas under No. 21598 on 02/04/1951 in favour of Xembu VencTexa Naique Chopdenkar alias Xembu Naique Chopdenkar and Guno Vithal Naique Chopdenkar alias Guno Vithola Naique Chopdenkar respectively.

For Esmeralda Developers

Partner For Esmeralda Developers

Partner



D. **THAT** in the years 1972, the said Xembu Venctexa Naique Chopdenkar alias Xembu Naique Chopdenkar and his wife instituted a Special Civil Suit No. 59/72 in the Court of the Civil Judge, Senior Division at Panaji against late Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar and Mrs. Sulochana Guno Naik Chodenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indrainsi Chopdenkar, interalia for partition of the said **Larger Immovable Property;**

E. **AND THAT** the said suit was finally compromised and decreed whereby the said **Larger Immovable Property** was partitioned and was divided in two plots, namely, **Plot A** to the extent of 41,732 square meters which was allotted to the said late Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar and Mrs. Sulochanan Guno Naik Chopdenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indrainsi Chopdenkar and **Plot B** to the extent of 42,232 square meters which was allotted to the said late Xembu Venctexa Naique Chopdenkar alias Xembu Naique Chopdenkar and his wife Monoramabai Shambu Chopdenkar, which Plots are shown marked in **Plan-A** annexed hereto.

F. **THAT** said Xembu Venctexa Naique Chopdenkar alias Xembu Naique Chopdenkar expired on 15/06/1975 and on his death his widow Manoramabai Shambu Chopdenkar instituted Orphanological Inventory Proceedings in the Court of the Civil Judge, Senior Division at Panaji under No.



For Esmeralda Developers

Partner

For Esmeralda Developers

Partner

87/75, whereby **Plot B** was allotted to Sadanand Shambu Naik Chopdenkar;

G. **AND THAT** said Sadanand Shambu Naik Chopdenkar was married to Sarita Sadanand Chopdenkar and by virtue of marriage said Sarita Sadanand Chopdenkar acquired rights in **Plot B** of the **Larger Immovable Property** described in **SCHEDULE-I** hereto.

H. **THAT** said Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar expired on 15/12/1998 leaving behind his half sharer/moiety holder, Mrs. Sulochana Guno Naik Chopdenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indraini Chopdenkar and his four children, namely, Mrs. Suganda Chopdenkar married to Tarachandra Pundolica Naique, Ms. Nisha Guno Chopdenkar, Ms Cima Guno Chopdenkar and Mr. Siddesh Gunakant Chopdenkar were declared as the sole legal heirs of the said late Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar, as evidenced by a Deed of Succession dated 12/10/2000 executed in the Office of Notary Public Ex-Officio, Ilhas, Panjim, in Book No. 671 at pages 84 to 86 of Deeds.

I. **AND THAT** said Mrs. Sulochana Guno Naik Chopdenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indraini Chopdenkar, Mrs. Shweta Tarachandra Naik alias Suganda Tarachandra Naik alias Suganda Chopdenkar, Mr. Tarachandra Pundalik Naik, Ms. Nisha Guno Naik

For Esmeralda Developers

Partner

For Esmeralda Developers
Partner



[Handwritten signature]

[Handwritten signature]

Chopdenkar alias Nisha Guno Chopdenkar, Ms Cima Guno Chopdenkar alias Ms. Cima Guno Chopdenkar and Mr. Siddesh Guno Naik Chopdenkar alias Mr. Siddesh Gunakant Chopdenkar were declared as the sole legal heirs of the said late Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar acquired ownership rights in respect of the **Plot A** of the said **Larger Immovable Property**.

J. **THAT** a portion of the said **Larger Immovable Property** admeasuring 8,845 square meters was claimed to be under tenancy with one Pisso Ducllo Dulapkar and an area of 6,125 square meters out of the said area of 8,845 square meters was acquired for the purpose of construction of approach road to new Banastari Bridge (Panaji side), in terms of Award dated 10/03/1987 in case No. 2-3-84-LAND.

K. **THAT** in addition to the aforesaid claim of tenanted portion, an area of 355 square meters of the said **Larger Immovable Property** has been reserved for road widening.

L. **THAT** said late Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar and his wife Mrs. Sulochana Guno Naik Chopdenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indraini Chopdenkar, Sadanand Shambu Naik Chopdenkar and his wife Mrs. Sarita Sadanand Chopdenkar entered into an Agreement dated 13/07/1995 inter alia with the VENDOR herein, Devon Real Estate and Construction Private Limited and Alcolab (India)

For Esmeralda Developers

Partner

For Esmeralda Developers

Partner



[Handwritten signature]

Private Limited in respect of the balance portion of the said Larger Immovable Property admeasuring 75,000 square meters excluding the portion claimed under tenancy and the area reserved for road widening. The said balance portion admeasuring 75,000 square meters is hereinafter referred to the '**SAID PROPERTY**' which is more particularly described in **SCHEDULE-II** hereunder written identified and **shown shaded in blue and green colour** on the **Plan-A** annexed hereto.

M. **THAT** in terms of the partition affected in Civil Suit No. 59/1972, out of the area of 75,000 square meters of the **SAID PROPERTY**, said late Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar and his wife Mrs. Sulochana Guno Naik Chopdenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indraini Chopdenkar were entitled to an area of 33,000 square meters shown **shaded in blue colour** in the **Plan-A** annexed hereto and Mr. Sadanand Shambu Naik Chopdenkar and his wife Mrs. Sarita Sadanand Chopdenkar were entitled to an area of 42,000 square meters shown **shaded in green colour** in the **Plan-A** annexed hereto.

N. **THAT** by an Agreement dated 13/07/1995, said Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar and his wife Mrs. Sulochana Guno Naik Chopdenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indraini Chopdenkar, Mr. Sadanand Shambu Naik Chopdenkar and his wife Mrs. Sarita Sadanand Chopdenkar,
For Esmeralda Developers



[Handwritten signature]

[Handwritten signature]
Partner

For Esmeralda Developers
[Handwritten signature]
Partner

agreed to sell to the **VENDOR** a portion of the **SAID PROPERTY** admeasuring 75,000 square meters and retained the balance area of **SAID PROPERTY** admeasuring 7,992 square meters in the form of sub-divided plots as shown shaded in yellow colour on the **Plan-B** annexed to the Agreement dated 13/07/1995.

O. **THAT** in terms of the said Agreement dated 13/07/1995 it was agreed thereunder to entrust the work of development of the **SAID PROPERTY** to Alcolab (India) Private Limited on certain terms and conditions contained therein;

P. **AND THAT** in terms of the said Agreement, said Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar and his wife Mrs. Sulochana Guno Naik Chopdenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indraini Chopdenkar, Mr. Sadanand Shambu Naik Chopdenkar and his wife Mrs. Sarita Sadanand Chopdenkar, by executing a Power of Attorney in favour of the **VENDOR** and Alcolab (India) Private Limited to obtain on their behalf, the necessary permissions/approvals from the concerned authorities for sub-division and development of the **SAID PROPERTY**.

Q. **THAT** vide another Agreement dated 13/07/1995 executed between the **VENDOR** and Alcolab (India) Private Limited (hereinafter referred to allot certain developed plots, more particularly described in Annexure III of the Development Agreement to Alcolab (India) Private Limited as



For Esmeralda Developers

Partner

For Esmeralda Developers
Partner

consideration towards development of the **SAID PROPERTY** and to retain for itself the balance plots mentioned in Annexure IV to the said Development Agreement.

R. **THAT** an Agreement dated 29/06/1999 executed inter alia between said Guno Vithal Naique Chopdenkar alias Guno Vitola Naique Chopdenkar and his wife Mrs. Sulochana Guno Naik Chopdenkar alias Sulochana Guno Chopdenkar Indraenim Banaulecar alias Indraini Chopdenkar, Mr. Sadanand Shambu Naik Chopdenkar and his wife Mrs. Sarita Sadanand Chopdenkar, Alcolab (India) Private Limited and the **VENDOR** herein, the time period for development of the **SAID PROPERTY** by Alcolab (India) Private Limited was extended.

THAT the Dy. Collector and S.D.O Panaji issued Sanad dated 25/08/99 bearing reference No. CNV/TIS/105/97 for change of use of land from agricultural to non-agricultural under the provisions of the Goa Land Revenue Code 1968 on terms and conditions contained therein.

T. **THAT** the Village Panchayat of Corlim granted Provisional N.O.C. vide letter dated 28/10/1997 bearing reference No. VP/COR/97-98/525 for development of the **SAID PROPERTY** as per the terms and conditions contained and accordingly Alcolab (India) Private Limited carried out development of the **SAID PROPERTY** by Sub-dividing the same into plots with roads and open spaces, drains and other



For Esmeralda Developers

Partner

For Esmeralda Developers

Partner

infrastructures indicated therein and the development has been named as "SANTA MONICA ENCLAVE".

U. **THAT** on completion of the said development, the Village Panchayat of Corlim has granted the Final N.O.C. vide their letter dated 10/10/2000 bearing reference No. VP/COR/2000-2001/File/797 confirming the development of the Plots as per the terms and conditions contained in the said N.O.C. dated 10/10/2000. The **SAID PLOT** is identified and shown **delineated in red colour** on the Development Plan annexed hereto as **Plan-B**.

AND WHEREAS, said Mr. Sadananda Shambu Naik Chopdenkar Mrs. Sarita Sadanand Chopdenkar, Mrs. Sulochana Guno Naik Chopdenkar, Mrs. Shweta Tarachandra Naik alias Suganda Mr. Tarachandra Pundalik Naik, Ms. Nisha Guno Naik Chopdenkar, Ms Cima Guno Chopdenkar and Mr. Siddesh Guno Naik Chopdenkar issued in favour of the VENDOR an Irrevocable Power of Attorney dated 07/03/2001 registered under Serial No. 12/2001 before the Sub Registrar of Ilhas, Panaji Goa, empowering the VENDOR and its nominees as therein stipulated inter alias to transfer and/or convey, in its favour of in favour of its Nominee, the developed plots retained by the VENDOR. Accordingly, on the strength of the said Power of Attorney dated 07/03/2001 through the Alcolab (India) Private Limited, the VENDOR inter alia sold a number of plots at SANTA MONICA ENCLAVE to the Third Parties.




For Esmeralda Developers
[Signature]
 Partner

For Esmeralda Developers
[Signature]
 Partner

AND WHEREAS, the VENDOR on the basis of Instrument of Acknowledgement and in full performance of the said Agreement dated 13/07/1995 and on the strength of Power of Attorney dated 07/03/2001, the VENDOR for and on behalf of the Owners, namely Mr. Sadananda Shambu Naik Chopdenkar Mrs. Sarita Sadanand Chopdenkar, Mrs. Sulochana Guno Naik Chopdenkar, Mrs. Shweta Tarachandra Naik alias Suganda Mr. Tarachandra Pundalik Naik, Ms. Nisha Guno Naik Chopdenkar, Ms Cima Guno Chopdenkar and Mr. Siddesh Guno Naik Chopdenkar, vide Deed of Conveyance dated 23/01/2012 registered in the office of the Sub-Registrar of Ilhas under No. PNJ-BK1-00450-2012 CD Number PJJ13, Book-1 Document dated 21/02/2012 conveyed and/or transferred unto themselves, the VENDOR the rights, title and interest with respect to the remaining Twenty Seven (27) sub-divided plots described in Schedule-IV to the said Deed of Conveyance dated 23/01/2012.

AND WHEREAS, upon purchase of the said sub-divided plots, the VENDOR got its name entered on the Occupant's column of Form I and XIV as Co-Occupant of Survey No. 30/1 of Village Corlim of Tiswadi Taluka with respect to the said 27 sub-divided Plots and the VENDOR is the absolute owners and in possession of the said 27 sub-divided plots.

AND WHEREAS, the VENDOR represents, assures and declares that they are the absolute owner in possession of on such Sub-Divided Plot, namely, all that plot of land identified as Plot No. 23 admeasuring 809 square meters or thereabouts at "SANTA MONICA ENCLAVE" in Survey No. 30/1 (part) of Village Corlim, Tiswadi Taluka, being part and parcel of the **Larger Immovable** For Esmeralda Developers

Shiradkar
Partner


For Esmeralda Developers
[Signature]
Partner


Property known as "OILEM BATTA", situated at Corlim, Tiswadi Taluka described in the Land Registration Office of Tiswadi, Ilhas, under No. 15984 of Book B-42 New and enrolled in the Taluka Revenue Office under Matriz No. 160, within the jurisdiction of Village Panchayat of Corlim, Registration Sub-District and Taluka of Ilhas/Tiswadi, District of North Goa and State of Goa, which plot is referred to as the 'SAID PLOT' and more particularly described in **SCHEDULE-III** written hereunder and identified and shown **hatched in red colour lines** on the **Plan-B1** annexed hereto;

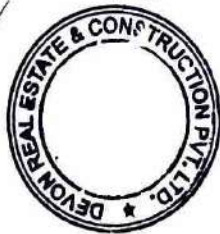
AND WHEREAS, the **VENDOR** has represented to the **PURCHASER** follows:

- A. **THAT** besides the **VENDOR** there is no other person and/or persons who can claim any right, title and /or interest in respect of the **SAID PLOT**.
- B. **THAT** the **SAID PLOT** is not subject to charge and/or mortgage and/or lien and is free from encumbrances and/or defect in title.
- C. **THAT** the **SAID PLOT** is not a subject matter of any statutory notice under the provisions of Land Acquisition Act and/or any other Acquisition or Requisition Laws.
- D. **THAT** there is no access and/or path way passing through the **SAID PLOT** as an access and/or path way.

For Esmeralda Developers

 Partner

For Esmeralda Developers

 Partner



E. **THAT** there are no tenants and/or any other person who can claim any right of whatsoever nature in respect of the **SAID PLOT**, the **VENDOR** being the sole and exclusive owner of the **SAID PLOT**.

F. **THAT** the **SAID PLOT** hereto is not the subject matter of any litigation and/or any proceedings before any court of law and/or quasi-judicial authorities and/or before any autonomous bodies.

G. **THAT** except for this Deed of Sale, the **VENDOR** have not entered into any agreement to transfer and/or convey the **SAID PLOT** described in **SCHEDULE-III** or any portion thereof.

AND WHEREAS, based on the representations made hereinabove by the **VENDOR** and the **PURCHASER** having satisfied himself of the clear and marketable title of the **VENDOR** with respect to the **SAID PLOT** described in **SCHEDULE-III** hereto and upon carrying out due diligence of title of the **VENDOR** to the **SAID PLOT** has approached the **VENDOR** with an intention to purchase the **SAID PLOT** and the **VENDOR** has agreed to sell, transfer and/or convey the same to the **PURCHASER**, for a total consideration of **Rs. 80,90,000/- (Rupees Eighty Lakhs Ninety Thousand Only)** which is the fair market value of the **SAID PLOT**.

For Esmeralda Developers

Partner

For Esmeralda Developers

Partner




NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

- 1) That in consideration of payment of Rs. **80,90,000/- (Rupees Eighty Lakhs Ninety Thousand Only)** out of which 1% TDS has been paid of Rs. 80,900/- and remaining amount of Rs. 80,09,100/- has been paid by the PURCHASER to the VENDOR vide Demand Draft bearing No. 0004572 dated 26/07/2023 drawn on HDFC Bank, Santa Cruz Branch, receipt whereof the VENDOR do hereby admit, acknowledge and confirm; the VENDOR as absolute owner in possession of the SAID PLOT, namely Plot No. **23**, admeasuring **809 square meters** or thereabouts at "SANTA MONICA ENCLAVE" in Survey No. 30/1 (part) of Village Corlim, Tiswadi Taluka, more particularly described in SCHEDULE-III hereto, identified and shown **hatched in red colour lines** on the **Plan-B1** annexed hereto, do hereby transfer, sell, convey, grant and handover possession by way of sale unto the PURCHASER of the SAID PLOT described in SCHEDULE-III along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER as absolute owner thereof, free from any charge or encumbrances to be held and enjoyed by the PURCHASER forever, peacefully without any disturbance and/or hindrance from the VENDOR or any person claiming through them.

- 2) The VENDOR does hereby covenants with the PURCHASER

under:
For Esmeralda Developers

Shiraelken
Partner



Jay
Partner

(i) That the VENDOR has today to put the PURCHASER in unconditional exclusive peaceful vacant possession of the SAID PLOT described in SCHEDULE-III hereto to be held by the PURCHASER without any harm or hindrance form the VENDOR and/or any other person or persons claiming through or against the VENDOR.

(ii) That the VENDOR has a clear valid and marketable right, title and interest to the SAID PLOT described in SCHEDULE-III and is entitled and authorized to sell/alienate the same unto the PURCHASER.

(iii) That the VENDOR shall at the cost and expenses of the PURCHASER do all that is required for better assuring and/or perfecting the title of the SAID PLOT described in SCHEDULE-III hereto in favour or the PURCHASER, which shall include all necessary acts to secure the mutation of the survey records in respect of SAID PLOT in the name of the PURCHASER by deleting the name of the VENDOR.



(iv) That the VENDOR has not entered into any agreement to transfer encumber and/or convey the SAID PLOT described in SCHEDULE-III hereto or any portion thereof.

(v) That there is no road or access through the SAID PLOT, as an access to any other person, nor there is



For Esmeralda Developers
Shirodka
Partner
For Esmeralda Developers
Jayashankar
Partner

any easement right of way to any other person through the **SAID PLOT**.

(vi) That there are no suits, proceedings or litigation pending in any Court as on dated concerning, touching, and affecting the **SAID PLOT** described in **SCHEDULE-III** hereto.

(vii) That there is no attachment or prohibitory order issued by any competent authority or court prohibiting the sale or transfer of the **SAID PLOT** described in **SCHEDULE-III** hereto.

(viii) That no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party by mortgaging or creating a security interest in the **SAID PLOT** described in **SCHEDULE-III** and/or against collateral security thereof.



(ix) That there is no restraint either under the Income Tax Act or Gift Tax Act or any other statute from selling or transferring the **SAID PLOT** described in **SCHEDULE-III** hereto.

(x) That no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien,

For Esmeralda Developers



Shirodkar
Partner

For Esmeralda Developers
Jyoti Bhole
Partner

easements, prescription and/or any other proprietary rights of whatsoever nature on account of long user and/or continuous possession or otherwise howsoever, in the **SAID PLOT** described in **SCHEDULE-III** and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

(xi) That there are no arrears or any notices for any arrears of taxes, cesses and/or charges, due and payable, in respect of the **SAID PLOT**, either to the Central Government and/or the State Government, and/or any local Authority.

(xii) That there is no notice issued for Acquisition and/or Requisition of the **SAID PLOT** hereby conveyed, or any part thereof, issued under the provisions of Land Acquisition and/or Requisition Act and/or taxing authorities or any other applicable law.



(xiii) That the boundaries of the **SAID PLOT** has been demarcated and marked at site. The PURCHASER has verified the boundaries and the area of the **SAID PLOT**.

3) The VENDOR has represented that no parties apart from the VENDOR has any right of pre-emption or any other right of like nature in respect of the SAID PLOT by virtue of which such person is likely to challenge or in any manner upset the



For Esmeralda Developers

Partner

For Esmeralda Developers

Partner

present sale as the VENDOR is the Sole and exclusive Owner in possession of the SAID PLOT.

4) The possession of the SAID PLOT more particularly described in SCHEDULE-III below is hereby and hereunder hand over to the PURCHASER by the VENDOR on this day of signing of this Deed and the PURCHASER hereafter peaceably and quietly hold, possess and enjoy the rights, privileges, title and interest hereby granted without any lawful eviction, interruption, claims or demands whatsoever from the VENDOR and/or any other person claiming through, under or against them.

5) The VENDOR hereby accords its no objection to the PURCHASER to carry out mutation in respect of the SAID PLOT described in SCHEDULE-III hereto and to include the name of the PURCHASER in 'Name of the Occupant' column as co-occupant in the Records of Rights, Form I and XIV with respect to the SAID PLOT hereby conveyed and the VENDOR hereby covenant that they shall do all that is required to ensure that the name of the PURCHASER is entered into the Records of Rights, Form I and XIV as co-occupation property bearing Survey No. 30/1 of Village Corlim with respect to the SAID PLOT described in SCHEDULE-III hereto.

6) That the PURCHASER has independently carried out due diligence of the title of the VENDOR to the SAID PLOT and upon being satisfied with clear and marketable title of the



For Esmeralda Developers

Partner

For Esmeralda Developers

Partner

VENDOR to the SAID PLOT has executed this Deed of Sale. However, this shall not preclude the PURCHASER from enforcing his rights in case of any material defects affecting the title to the SAID PLOT.

7) The RECITALS, OPERATIVE CLAUSES, SCHEDULE and the PLAN annexed to this Deed of Sale shall form part and parcel of the present Deed of Sale and be construed accordingly.

8) The VENDOR hereby undertakes to indemnify the PURCHASER and keep him safe and indemnified from and against any claim or demand of any nature of whatsoever or litigation arising out of defect in title or due to any misrepresentations made herein.



That the Town and Country Planning Department, Panaji-Goa accorded their Zoning Certificate in respect of the SAID PLOT to the VENDOR on 04/07/2023 vide Ref. No. TIS/1/2/ZON/2823/COR/TCP - 2023 / 1252, copy is annexed hereto.

10) The VENDOR hereby declare that the SAID PLOT described in SCHEDULE-III does not belong to a member of Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/18/77 dated 21/08/1978.


 For Esmeralda Developers
 Partner

 For Esmeralda Developers
 Partner

11) For the purpose of Stamp Duty, the market value of the **SAID PLOT** described in **SCHEDULE-III** hereby conveyed is **Rs. 80,90,000/- (Rupees Eighty Lakhs Ninety Thousand Only)** and accordingly stamp duty of **Rs. 3,65,000/- (Rupees Three Lakhs Sixty Five Thousand only)** is affixed to this Deed of Sale which is borne by the PURCHASER.

SCHEDULE-I

(Description of the "Larger Immovable Property")



ALL THAT part and parcel of the Immovable Property known as "**OILEM BATT**", situated at Corlim, Tiswadi Taluka described in the Land Registration Office (Conservatoria Predial) of the Judicial Division of Tiswadi under No. 15984 of Book B-42 New and enrolled in the Taluka Revenue Office under Matriz No. 160, within the jurisdiction of Village Panchayat of Corlim, Registration Sub-District and Taluka of Ilhas/Tiswadi, District of North Goa and State of Goa, then admeasuring 84,200 square meters, surveyed under No. 30/1, shown **delineated in red colour** on the **Plan-A** annexed hereto and is bounded as under:-

On the East:- by the property belonging to Francisco Xavier Tome de Sequiera

On the West:- by Public Road

On the South:- by Public Road

On the North:- by the property known as "MEREGANDO" of Santa Monica Convent.

For Esmeralda Developers
Shivankar
 Partner

For Esmeralda Developers
Shivankar
 Partner

SCHEDULE-II
(Description of the "SAID PROPERTY")

ALL that property admeasuring 75,000 square meters surveyed under No. 30/1, being part and parcel of the Larger Immovable Property known as "OILEM BATTA", totally admeasuring 84,200 square meters, situated at Village Corlim, Tiswadi Taluka, District of North Goa, within the limits of Village Panchayat of Corlim, Tiswadi Goa and described in the Land Registration Office of Tiswadi, Ilhas under No. 15984 of Book B-42 New and enrolled in the Taluka Revenue Office under Matriz No. 160, shown **shaded in blue colour** and **green colour** on the **Plan-A** annexed hereto and is bounded as under:-

On the East:- By the property belonging to Francisco Xavier Tomede Sequiera;

On the West:- By Public Road;

On the North:- By the property known as "MEREGANDO" of Santa Monica Convent, and

On the South:- By public road.



[Handwritten mark]



For Esmeralda Developers

[Signature]
Partner

For Esmeralda Developers

[Signature]
Partner

SCHEDULE-III**(Description of the "SAID PLOT" hereby conveyed)**

All that Plot No. 23, admeasuring 809 square meters or thereabouts, surveyed under Surveyed No. 30/1 (part) of village Corlim, being part and parcel of the SAID PROPERTY described in SCHEDULE -II hereinabove mentioned, forming part and parcel of the said Larger Immovable Property known as "OILEM BATTA", described in SCHEDULE-I hereinabove mentioned, situated at Corlim, Registration Sub District and Taluka Ilhas/Tiswadi, District of North Goa and State of Goa. the SAID PLOT is identified and shown hatched in red colour lines on the Plan B-1 annexed hereto and presently bounded as under:-

On the East:- by part of Property bearing Survey No. 31/0 and

32/0 of Corlim village;

On the West:- by part of Plot No. 22 and part of Survey No. 32/0 of Corlim village;

On the North:- partly by property bearing Survey No. 32/0 and 31/0 of Corlim village;

On the South:- by 8 meters wide Road and by part of Plot No. 128;

IN WITNESS WHEREOF the parties hereto have signed this DEED OF SALE on the day, month and year first hereinbefore written.

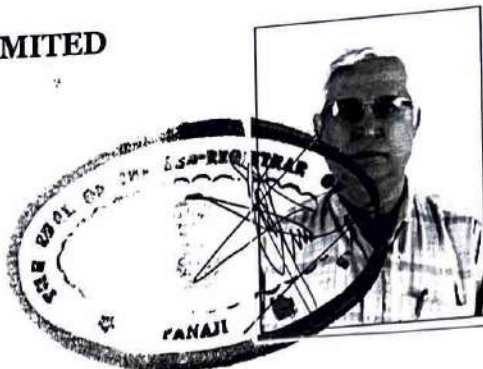
For Esmeralda Developers



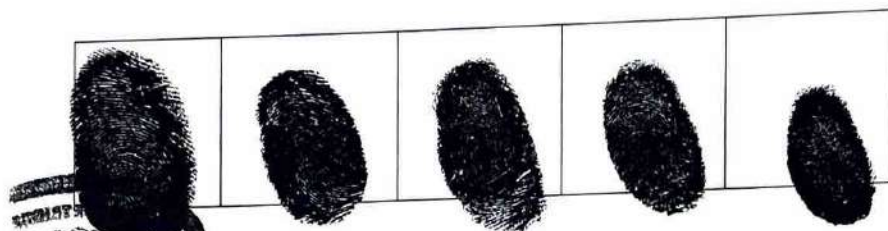
For Esmeralda Developers
Partner

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED THE FIRST
PART, THE VENDOR,
DEVON REAL ESTATE AND
CONSTRUCTION PRIVATE LIMITED
Represented by its Director
MR. JUSTINIANO DA COSTA

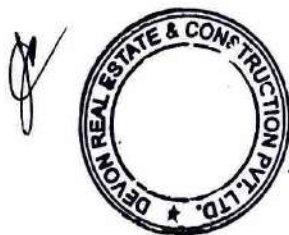
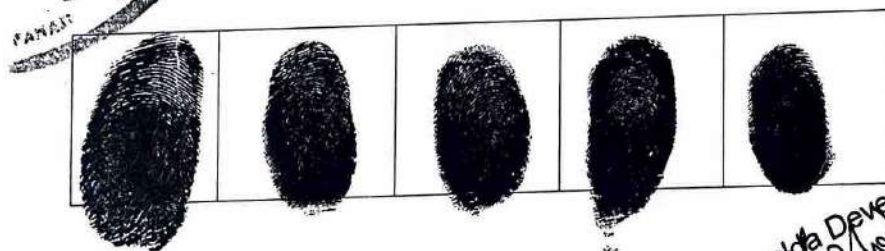
[Handwritten signature]



RIGHT HAND FINGER PRINTS



LEFT HAND FINGER PRINTS



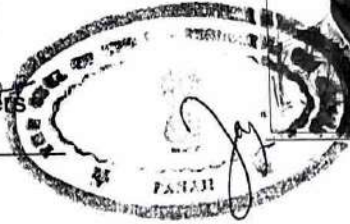
[Handwritten signature]
For Esmeralda Developers
Partner

[Handwritten signature]
For Esmeralda Developers
Partner

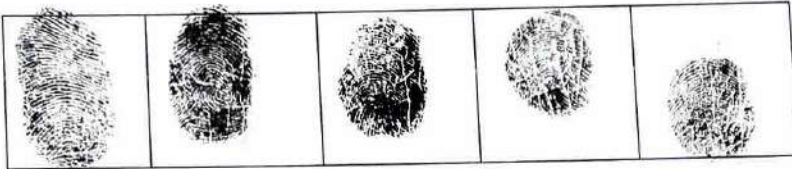
SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED MR.
JAGDISH UMAKANT BHOBE
THE PURCHASER NO. 1(a)



For Esmeralda Developers
Jagdish Umakant Bhoje
Partner



RIGHT HAND FINGER PRINTS



LEFT HAND FINGER PRINTS



For Esmeralda Developers
Shiradkar
Partner

For Esmeralda Developers
Jagdish Umakant Bhoje
Partner

Jagdish Umakant Bhoje



SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED MR.
RAJESH MANOHAR SHIRODKAR
THE PURCHASER NO. 1(b)

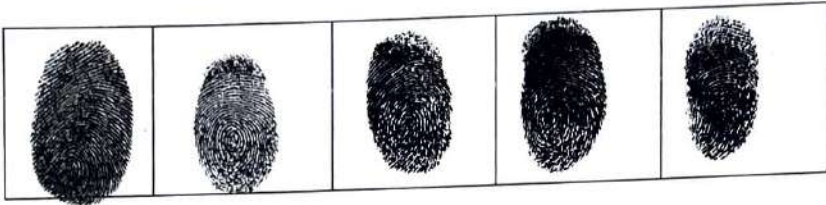


For Esmeralda Developers
R. Shirodkar

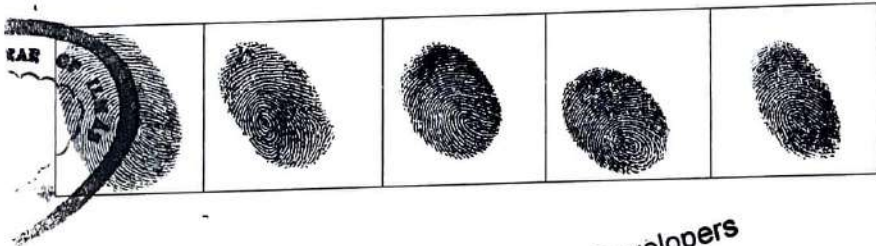


Partner

RIGHT HAND FINGER PRINTS



LEFT HAND FINGER PRINTS



For Esmeralda Developers or Esmeralda Developers

R. Shirodkar
Partner

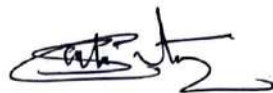
Rajesh Manohar Shirodkar
Partner

[Handwritten mark]



WITNESSES :-

1) Mr. Mustag M. Shaikh



2) Mr. Dhiment D Madkaikar

For Esmeralda Developers
Partner

For Esmeralda Developers
Partner



PLAN

Emeralda Developers

Signature

Signature
FOR Emeralda Developers

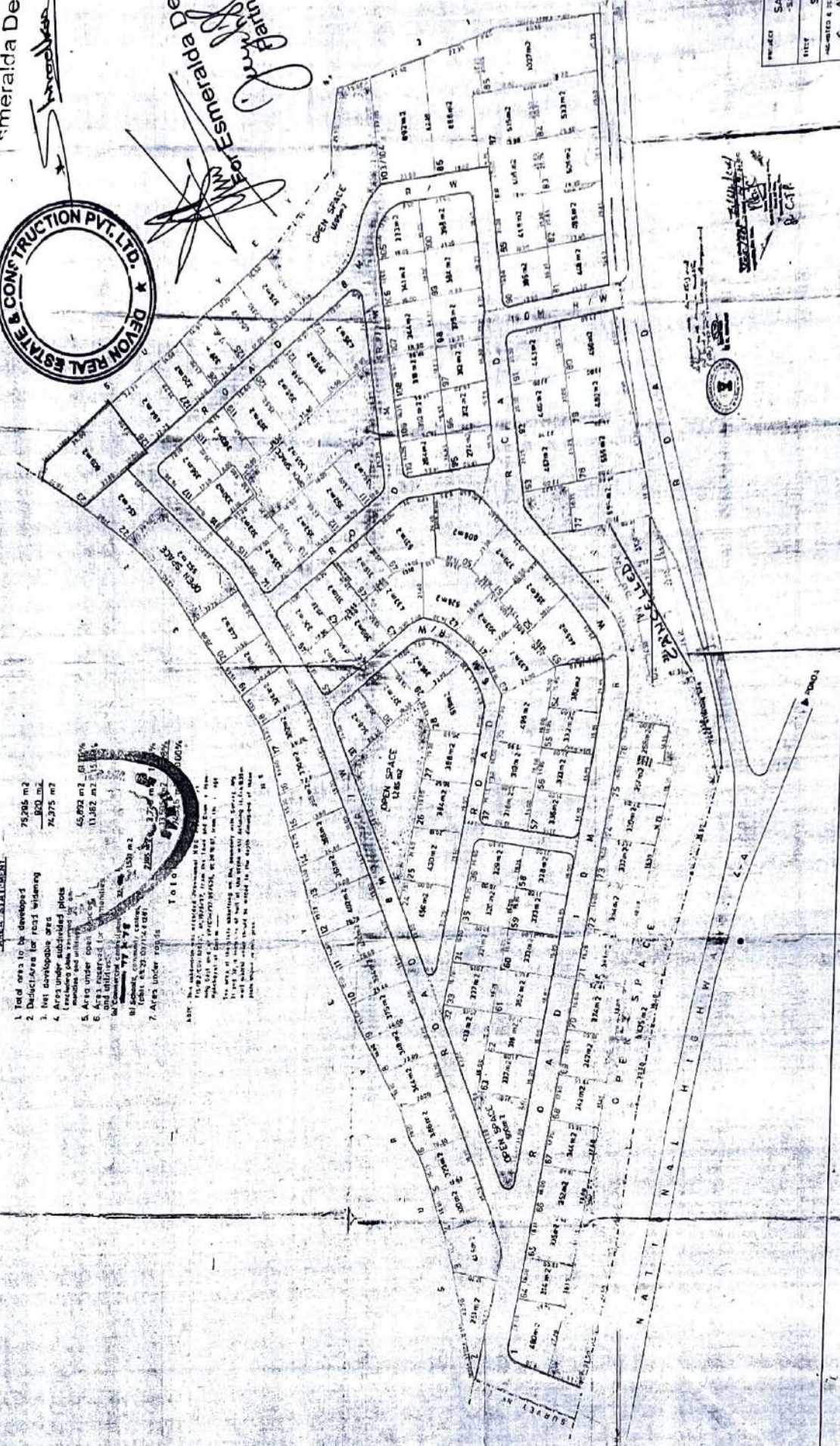


AREA STATEMENT

- Total area to be developed 75,285 m²
- Deduct Area for roads & drainage 800 m²
- Net developable area 74,485 m²
- Area under reserved plots (exclusive of roads & drainage) 45,892 m² (61%)
- Area under open spaces 11,182 m² (15%)
- Area reserved for amenities, shops, community centre, etc. 17,411 m² (23%)
- Area under roads 1,199 m² (1.6%)

Total 75,285 m² (100%)

NOTE: The subdivision of the above area is based on the area shown in the site plan. The area of the roads and drainage is shown in the site plan. The area of the reserved plots is shown in the site plan. The area of the open spaces is shown in the site plan. The area of the amenities, shops, community centre, etc. is shown in the site plan. The area of the roads is shown in the site plan.



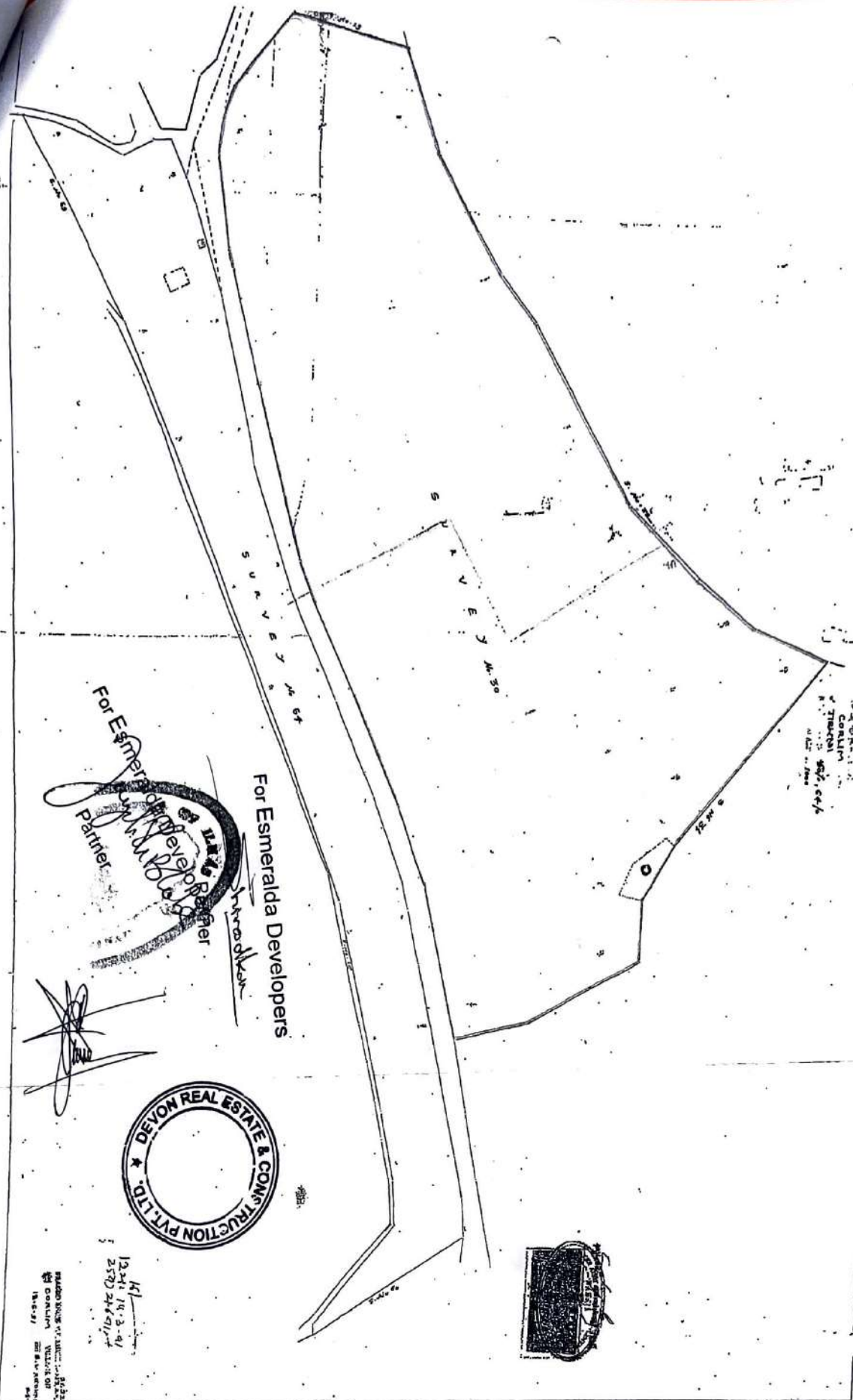
PROJECT: SANTA MONICA ENCLAVE
 - SAN JUAN CANTON, GUATEMALA -
 CITY: SUBDIVISION LAYOUT PLAN
 PREPARED & DEVELOPED BY: ALDO B. ALONSO PVT. LTD.
 (INCORPORATED IN GUATEMALA)
 DRAWN BY: [Signature]



Signature
Aldo B. Alonso

PLAN - A1

PLAN
CONTRACT
NO. 100/100/100



For Emerald
Partner

[Handwritten signature]
Partner

For Emerald Developers
[Handwritten signature]

[Handwritten signature]



12/21/18-3-19
25/2/20/19
18/2/21



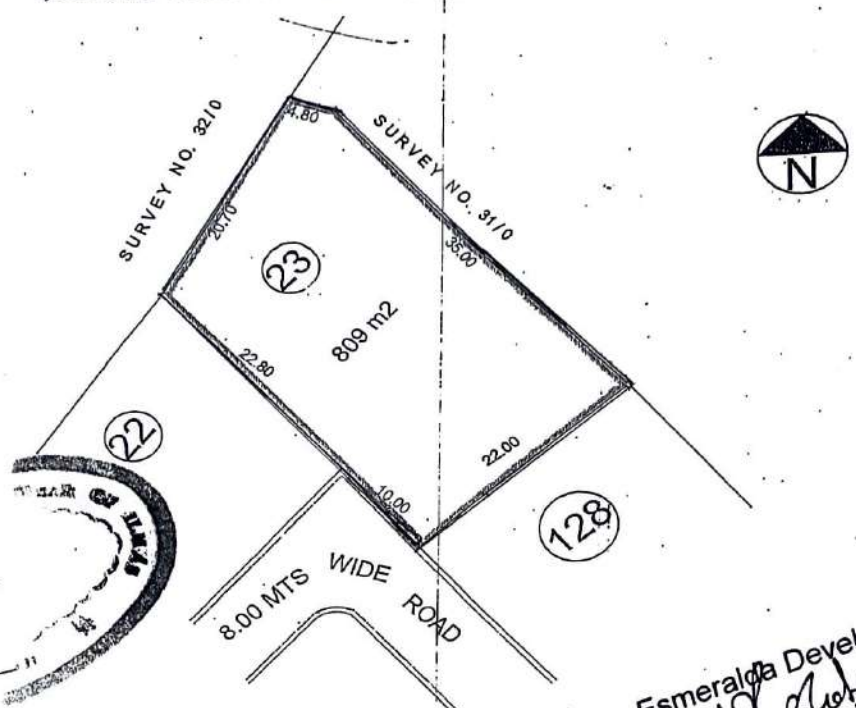
PLAN B-1

PLAN

SHOWING SUB-DIVIDED PLOT NO. 23 OF SURVEY NO. 30/1 OF CORLIM VILLAGE OF TISWADI TALUKA.

SCALE : 1 : 500

 AREA OF THE PLOT 809.00 M²



For Esmeralda Developers
Shiradhkar
Partner

For Esmeralda Developers
Jaykishan Bhat
Partner

SANTA MONICA ENCLAVE
SURVEY NO. 30/1 OF CORLIM TISWADI GOA.



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 18-Aug-2023 10:40:49 am

Document Serial Number :- 2023-PNJ-2459

Presented at 10:35:21 am on 18-Aug-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	364100
2	Registration Fee	242700
3	Mutation Fees	1500
4	Processing Fee	1920
Total		610220

Stamp Duty Required :364100/-

Stamp Duty Paid : 364150/-




Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Rajesh Manohar Shirodkar As A Partner Of M/s. ESMERALDA DEVELOPERS ,Father Name:Manohar Shirodkar, Age: 52, Marital Status: ,Gender:Male,Occupation: Business, Address1 - house No.175, Esmeralda, Opp. Ribandar Police Out Post, Fontvenim, Tiswadi Taluka, Goa, Address2 - , PAN No.:			 For Esmeralda Developers Partner

Executer







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	JUSTINIANO DA COSTA As A Director Of DEVON REAL ESTATE AND CONSTRUCTION PRIVATE LIMITED , Father Name:Proto Da Costa, Age: 69, Marital Status: ,Gender:Male,Occupation: Service, House No. 1417, Off St. Joaquim Road, Borda, Margao, Goa, PAN No.:			 DEVON REAL ESTATE AND CONSTRUCTION PVT. LTD.
2	Jagdish Umakant Bhobe As A Partner Of M/s. ESMERALDA DEVELOPERS , Father Name:Umakant Bhobe, Age: 53, Marital Status: ,Gender:Male,Occupation: Business, house No.549, Forgottem Waddo, Goa Velha, Tiswadi Taluka, Goa, PAN No.:			 For Esmeralda Developer Partner

10:32 AM

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Rajesh Manohar Shirodkar As A Partner Of M/s. ESERALDA DEVELOPERS , Father Name:Manohar Shirodkar, Age: 52, Marital Status: ,Gender:Male,Occupation: Business, house No. 175, Esmeralda, Opp. Ribandar Police Out Post, Fondvem, Tiswadi Taluka, Goa, PAN No.:			 For Esmeralda Developer Partner

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: DHIMANT DHAKU MADKAIKAR, Age: 25, DOB: 1997-10-27, Mobile: 7020277389, Email: , Occupation: Business, Marital status : Unmarried, Address: 403110, H NO 371 1 SAI DHAM ADARSH COLONY CARAMBOLIM NORTH GOA, H NO 371 1 SAI DHAM ADARSH COLONY CARAMBOLIM NORTH GOA, Carambolim, Tiswadi, NorthGoa, Goa			
2	Name: MUSTAQ MOHIDDIN SHAIKH, Age: 51, DOB: , Mobile: 8788430422, Email: , Occupation: Business, Marital status : Married, Address: 403110, H NO 262 9 OPP TO MADKAIKAR RESIDENCY BLDG MOLLAR CORLIM IE NORTH GOA GOA, H NO 262 9 OPP TO MADKAIKAR RESIDENCY BLDG MOLLAR CORLIM IE NORTH GOA GOA, Corlim, Tiswadi, NorthGoa, Goa			

Approved
 18/8/2023
 Sub Registrar

REGISTRAR
CHAS

Document Serial Number :- 2023-PNJ-2459



Document Serial No:-2023-PNJ-2459

Book :- 1 Document

Registration Number :- PNJ-1-2338-2023

Date : 18-Aug-2023

Appawati
18/8/2023

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

REGISTRAR
TI SWADI

