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Office of the Civil Registrar-cum-Sub Registrar, Mormugoa
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 28-Apr-2020 15:22:50

Date of Receipt: 28-Apr-2020

Receipt No : 2020-21/10/6

Serial No. of the Document : 2020-MOR-538

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

Received the following amounts from **Ashwin Cholera** for Registration of above Document in Book-1 for the year 2020

Registration Fee	134250	E-Challan	• Challan Number : 202000386387 • CIN Number : CKM7070143	134250
Processing Fee	880	E-Challan	• Challan Number : 202000386387 • CIN Number : CKM7070143	880
Total Paid	135130 (Rupees One Lakh Thirty Five Thousands One Hundred And Thirty only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL

Please handover the Registered Document to the person named below

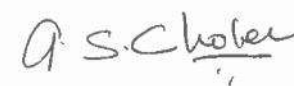
Name of the Person Authorized :

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **28-Apr-2020**

Signature of the person receiving the Document


Signature of the Presenter

Signature of the Sub-Registrar

31/08/20

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D-5/STP(V);C.R./35/8/2006-RD(PART-III)

Rs.0032100/- PB6818

INDIA

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GOA

Name of Purchaser SHANTILAL REAL ESTATE SERVICES



DEED OF SALE

 Shantilal

THIS DEED OF SALE is executed at Vasco da Gama, Mormugao-Goa on this 26th day of the month of April in the year Two Thousand and Twenty by and;



BETWEEN

(1) **MR. LUIS MANUEL NEVES COSTA**, son of late Valente das
Dores Costa, age 59 years, unmarried, Service, holding OCI Card no.
[REDACTED], Portuguese National, Ph. No. 9881282271, Holder of Pan
Card bearing no [REDACTED]

(2) **MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA** alias **MARIA MANUELA NEVES COSTA**, daughter of
late Valente das Dores Costa, age 55 years, unmarried, Service, holding
OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271,
Holder of Pan Card bearing no [REDACTED], Both resident of Rua Gil
Vicente, No. 26, Anexo R/C, Bairro Das Coveiras, 2785 – 064 S
Domingos Rana Portugal; hereinafter referred to as the **“VENDORS”**
(which expression shall unless repugnant to the context or meaning
thereof shall include their heirs, successors, executors, administrators,
nominees, legal representatives and assigns) of the **FIRST PART.**

AND

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Bommalal

M/S SHANTILAL REAL ESTATE SERVICES, a registered partnership firm under the Indian Partnership Act, 1932, having their registered office at Shop No. 11, Apna Bazar, 1st Floor, Vasco da Gama, Goa with PAN Card No. [REDACTED] in this Deed represented through its partners, **MR ASHWIN CHOLERA**, son of late Shantilal Tulsidas, aged about **60** years, businessman, married, **Pan Card No.** [REDACTED] resident of Chicalim, Goa Aadhar Card number [REDACTED] Mobile number: [REDACTED], email id: **shantilalrealestate@gmail.com**, hereinafter referred to as **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include it representatives, partners, nominees, executors, administrators and permitted assigns) of



SECOND PART.

The Vendor at serial no. 1 is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

The Vendor at serial no. 2 is represented in this act by her duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General

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Bernard DCA

Power of Attorney dated 17.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

That the Vendors have represented to the Purchaser as under:-

A. That there exists a property known as **"ASSOY"** (aka **Assoi**) situated at Village Dabolim within the limits of Village Panchayat of Chicalim, Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, which shall hereinafter be referred to as the **"said larger property"**.



B. That the said larger property was originally owned and possessed exclusively by Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.

C. That said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa expired on 29th April, 1958 leaving behind as his moiety holder said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa and as his sole and universal heirs his following children namely:

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Bernardino

1. Shri. Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa married to Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes.
2. Francisco Antonio Trifonio da Costa married to Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa.
3. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa married to Dr. Xavier Pereira.
4. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, Divorcee
5. Smt. Angela Lira da Costa Gomes married to Filomeno Santana Maria Gomes alias Filomeno de Fonseca.
6. Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa married to Smt. Selina Britto D'Costa alias Celina Brito.
7. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.
8. Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.
9. Ivo dos Milagres Costa married to Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa.

D. That said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa expired on 7th May, 1966 leaving behind a Deed of

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Gift dated 2/3/1963 drawn before the Notary Babacier Menezes of Judicial Division of Mormugao, by virtue of which said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa gifted her disposable share interalia in the said larger property to the extent of 1/3rd exclusively in favour of her son Mr. Luis Fonseca Da Costa.

- E. That after the death of said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, there surfaced a dispute among their heirs as regards the management and enjoyment interalia of the said larger property as a result of which a suit for Partition came to be instituted by some of the heirs namely Assiz Adolfo da Costa, Alice da Costa e Pereira and Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis Fonseca Da Costa and Valente da Costa (Defendants) in the Court of Civil Judge Senior Division at Margao which came to be registered as a Special Civil Suit No. 44/1969.

- F. That in the said civil suit namely Special Civil Suit No. 44/1969, all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa decided to settle their disputes amicably and accordingly an Agreement dated 05/01/1971 came to



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1. amended DCA

be executed at Margao before the Chamber of 1st Officio Tribunal (Court) of the 'Comarca' of Salcete (Civil Judge Senior Division) with the intervention of all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which formed part of record of the trial court based on which the said Special Civil Suit No. 44/1969 came to be decreed and or disposed off.



- G. That in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No. 44/1969, the 1/3rd share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife Albertina do Rosario Souza e Costa and the balance 2/3rd share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:

- a. Francisco Antonio Trifonio da Costa and his wife Ana Alzira Barros da Costa,

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Barros da Costa

- b. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa widow of Dr. Xavier Pereira and their heirs namely Tolentino Pereira and his wife Cyntia Saldanha Pereira alias Synthia Saldanha, Paulo Viegas Pereira and his wife Maria da Lourdes Perera and Antonio Pereira,
- c. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa,
- d. The heirs of late Ivo dos Milagres Costa namely Felix Carlos Milagres Rebelo e Costa, Philip Estevao Rebelo e Costa and Alvaro Teotonio Rebelo e Costa,
- e. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Selina Britto Costa,
- f. Angela Lira da Costa Gomes and her husband Filomeno Santana Maria Gomes alias Filomeno de Fonseca and
- g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.



H. That by virtue of the allotment and partition effected in the said suit, share of the said Mr. Luis Fonseca Da Costa came to be severed from the said larger property. The balance share in the said larger property continued to be owned and possessed as an independent and distinct unit disannexed from the said larger property, by the remaining heirs of late Mr. Bernardino Teotonio

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Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca in terms of the Decree dated 15/10/1971 passed by the Court of Civil Judge Senior Division at Margao.

- I. That somewhere in the year 1986, some of the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca who were allotted shares in the said larger property except for Mr. Luis Fonseca Da Costa whose share was determined, decided to partition their respective shares so as to enable them to enjoy their respective shares as an independent and distinct property as such a Civil suit came to be filed by one of the heir namely said Assis Adolfo da Costa alias Assiz Adolfo da Costa along with other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa filed a civil suit in the Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A inter alia seeking partition of their share of the said larger property by metes and bounds.

- J. That the said Special Civil Suit No. 29/86/A came to be decreed by the Court of Civil Judge Senior Division at Vasco by virtue of a Judgment and Decree dated 09/10/2006 by virtue of which their

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Bernardino da Costa

share came to be partitioned and allotted to the respective heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa based on the Commissioner's report namely Shri. S. N. Bhende who was appointed in the said suit.

K. That being aggrieved by the Decree passed by the Court of Civil Judge Senior Division at Vasco in Special Civil Suit No. 29/86/A, an appeal came to be filed before the District Judge- I, FTC-I, South Goa, Margao which appeal came to be registered as a Regular Civil Appeal No. 427/2010/FTC-I.



L. That subsequently, upon the death of the respective children of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as set out herein below:

I. That said Shri. Manuel Constancio D'Fonseca e Costa expired leaving behind as his moiety holder Smt. Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes and as sole and universal heirs following children namely:


Bernardina D'Costa

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

II. That said Francisco Antonio Trifonio da Costa expired leaving behind as his moiety holder Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa and as sole and universal heirs following children namely :-

- a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa
- b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.

III. That said Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa and her husband Dr. Xavier Pereira expired leaving behind as sole and universal heirs following children namely:-

- a. Tolentino Pereira married to Cyntia Saldanha Pereira.
- b. Paulo Viegas Pereira married to Maria da Lourdes Perera.



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c. Antonio Pereira

i. That said Paulo Viegas Pereira expired leaving behind as his moiety holder his wife Maria da Lourdes Perera and as sole and universal heirs following children namely:-

a. Xavier Pereira married to Abizal Providencia Pereira

b. Malvina Pereira alias Malvina Viegas Pereira married to Wilfred Fernandes

c. Sunil Pereira



IV. That said Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa expired in the status of Divorcee leaving behind as his sole and universal heirs following children namely:-

a. Smt. Maria Fatima Barros Costa.

b. Smt. Carla Maria de Barros Costa e Peres da Silva alias Carla Maria de Barros.

V. That said Filomeno Santana Maria Gomes alias Filomeno de Fonseca expired leaving behind as his moiety holder his wife Smt. Angela Lira da Costa Gomes and as sole and universal heirs following children namely:-

a. Maria Helena Costa Gomes who expired in the status of spinster.

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Barros da Costa

b. Ruth de Costa Gomes married to Luis Filipe Vital Lopes Machado.

i. That said Ruth de Costa Gomes expired leaving behind as her moiety holder Luis Filipe Vital Lopes Machado and as sole and universal heirs following children namely :-

- a. Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado
- b. Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado.



VI. That said Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Smt. Selina Britto D'Costa alias Celina Brito expired leaving behind as their sole and universal heirs the following children namely:-

- a. Smt. Andrea D'costa Pereira and
- b. Shri. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa.

VII. That said Shri. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa expired leaving behind as sole and universal heirs following children namely:-

- a. Shri. Luis Manuel Neves Costa.

Shri
Assiz Adolfo

- b. Smt. Maria Mauela Neves Costa Vicente Guerra married to Shri. Jose Rui Rocha Vicente Guerra.

VIII. That said Ivo dos Milagres Costa expired leaving behind as moiety holder his wife Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa who also expired subsequently leaving behind as their sole and universal heirs following children namely:-

- a. Felix Carlos Milagres Rebelo e Costa married to Smt. Maria Souza Costa
- b. Philip Estevao (Estevam) Rebelo e Costa married to Fernandes e Costa alias Susana Fernandes Costa.
- c. Alvaro Teotonio Rebelo e Costa married to Avita Barreto e Costa



M. That the afore referred persons are the sole surviving heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, who acquired right interalia to said property which constitute the said larger property which fact came to be confirmed in a declaration on Oath made by Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa i.e., the Cabeça de Casal, on 20/11/1996 in the Inventory

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Barros da Costa

Proceedings No. 28/1996/A instituted before the Court of Civil Judge Senior Division at Vasco da Gama.

N. That in the said appeal i.e., Regular Civil Appeal No. 427/2010/FTC-I, all the afore referred heirs decided to settle their disputes amicably and arrived at settlement by virtue of which all the parties unanimously agreed to partition their share, and the plans came to be drawn earmarking their respective shares.



O. That terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)", which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this Deed is the part of the property bearing Survey No. 9/4 of Village Dabolim admeasuring 62925 sq. mts. which shall herein after be referred to as the "**said property**" and is better described in **Schedule II** herein below.

P. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn by the Court of Additional District Judge Fast Track Court, Margao wherein inter alia, the said property came to be partitioned

amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 9/4 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-

I. MR. BERNARD LYNN DCOSTA alias BERNADO COSTA alias BERNADO D'COSTA alias BERNARD LINN D'COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-1 admeasuring 9894 sq. mts. surveyed under Survey No. 9/4.

II. MR. JORGE GONCALO BARROS COSTA; MS. ROSA MARIA BORGES PEREIRA BARROS COSTA alias ROSA MARIA BORGES PEREIRA BARROS COSTA; MS. FLAVIA DE BARROS COSTA alias MARIA FLAVIA SANTANA FERNANDES DE BARROS COSTA and MR. RUI MANUEL DE BARROS COSTA (now deceased) came to be allotted the following portion of the said property namely:

- a. Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4.

III. MS. MARIA FATIMA BARROS COSTA and MS. CARLA MARIA DE BARROS COSTA e PERES DA SILVA alias CARLA

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MARIA DE BARROS COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4.

IV. MS. ANGELA LIRA DA COSTA (now deceased), MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO and MR. RUI FILLIPE GOMES alias RUI FILLIPE alias RUI FILLIPE GOMES MACHADO came to be allotted the following portion of the said property namely:

- a. Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-2a admeasuring 5839 sq. mts. surveyed under Survey No. 9/4.



V. MR. LUIS MANUEL NEVES COSTA and MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA alias MARIA MANUELA NEVES COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-1 admeasuring 8541 sq. mts. surveyed under Survey No. 9/4.

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Manuel

VI. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES(now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MS. NAZARE DA CONCEICAO LOPES COSTA alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR. ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:

- a. Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4.

Q. The said heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa for the sake of brevity shall be referred to as the "**Original Owners**".

R. That upon passing of the said Decree, the Original Owners started enjoying their respective portions of the said property as distinct and independent units.

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S. That said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired on 10/4/2017 expired in the status of widow of late Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa and upon her Death a Succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 49995 from 2017 dated 26/9/2017 wherein it came to be declared that said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired leaving behind as sole and universal heirs the following children:



- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

T. That said Mrs. Angela Lira da Costa expired on 26/4/2018 and upon her death a succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 2198 Book No. 4 from 2018 dated 28/5/2018 wherein it came to be declared that said Mrs. Angela Lira da Costa expired in the status of widow of

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late Filomeno Santana Maria Gomes alias Filomeno de Fonseca leaving behind as sole and universal heirs Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado, both being children of her deceased daughter Mrs. Maria Ruth da Costa Gomes married to late Luis Filipe Francisco Vital Lopes Machado.

U. That said Mr. Rui Manuel De Barros Costa expired on 05/9/2019 leaving behind as his moiety holder his widow Maria Flavia Santana Fernanes de Barros Costa and as sole and universal heirs the following children namely:

- 
- a. Mr. Rui Jorge Barros Costa married to Ana Claudia Marques da Palma Barros Costa.
 - b. Mr. Ivo Filipe Barros Costa.

V. That though a specific portions of the said property came to be allotted to the Original Owners by virtue of the Consent Decree dated 17/09/2010, no partition was effected in the survey records in terms of the provisions of Section 61 of Land Revenue Code as such the Original Owners earmarked the said property into various PLOT and one of the plot acquired by the Vendors herein is the Plot No. P-I admeasuring 7161 sq. mts.


Barros Costa

- W. That the Vendors herein filed an application dated 02.12.2019 Section 61 of Land Revenue Code to partition their plot admeasuring 7161 sq. mts. surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa which application came to be registered as Case no. LRC/PART/142/2019/239 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 21.01.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 7161 sq. mts. came to be allotted new Survey number namely 9/4-F of Village Dabolim. The Plot admeasuring 7161 sq. mts. surveyed under Survey No. 9/4-F of Dabolim Village is better described in **Schedule III** hereto and shall herein after be referred to as the "**Said Plot**" and is delineated in the plan annexed hereto in black hatched lines
- X. That except for the VENDORS herein, there are no other person/ persons who can have right, claim and interest in the SAID PLOT.
- Y. That the SAID PLOT is free from any encumbrances and/or defect in title.
- Z. That there are no tenants/Mundkars and/or any other person who can claim any right of whatsoever nature in respect of the SAID PLOT, the VENDORS being the sole and exclusive owners of the SAID PLOT described in Schedule – III hereto.



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AA. That there is no road or access passing through the SAID PLOT described in **Schedule III**, as an access to any other person, nor there is any easement right of way to any other person through the SAID PLOT.

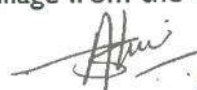
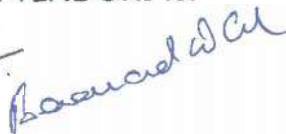
BB. That the SAID PLOT is not the subject matter of any land acquisition under the Land Acquisition Act.

CC. That there are no litigations and/or disputes of any nature over the SAID PLOT described in Schedule-III.

DD. That there are no statutory dues, due and payable to any government and/or semi-government bodies in respect of the SAID PLOT.

EE. **AND WHEREAS**, the VENDORS has represented to the PURCHASER that except for this Deed of Sale, the VENDORS have not entered into any agreement to transfer and or convey the SAID PLOT described in Schedule III hereto with any other person or persons.

FF. Based on the said representations, the Purchaser herein agreed to purchase the said Plot No. P-I admeasuring 7161 sq. mts. surveyed under Survey No. 9/4-F of Dabolim Village from the VENDORS for

a total consideration of a sum of Rs. 53,50,000/- (Rupees Fifty Three Lakhs Fifty Thousand Only) which is the market value of the SAID PLOT and accordingly an Agreement for Sale dated 21/02/2020 came to be executed between the VENDORS and the Purchaser herein which is duly registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-402-2020 dated 03/03/2020.



GG. **AND WHEREAS**, the Purchaser has effected part consideration under the said Agreement for Sale dated 21/02/2020 in favour of the VENDORS herein.

HH. **AND WHEREAS** in partial modification of the payment schedule contained in the agreement dated 21/02/2020, the VENDORS has requested the Purchaser the balance consideration in the manner stipulated at **ANNEXURE A** to which the Purchaser has agreed.

II. **AND WHEREAS**, the Purchaser has called upon the VENDORS to execute a Deed of Sale in respect of the SAID PLOT in favour of the Purchaser and transfer the said plot in favour of the Purchaser in terms of the stipulations contained in the said Agreement for Sale dated 21/02/2020.

JJ. **AND WHEREAS**, the VENDORS have acceded to the request of the purchaser and has agreed to execute this Deed in terms of the stipulation contained hereinbelow.

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 [Signature]

NOW THEREFORE THIS DEED WITNESSETH ASUNDER: -

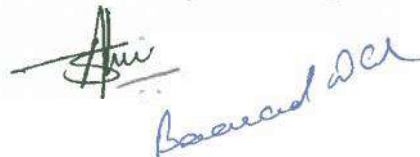
I) That in consideration of a sum of Rs. 53,50,000/- (Rupees Fifty Three Lakhs Fifty Thousand Only) which the Purchaser has paid to the Vendors, in the following manner:-

a) An amount(Part) of Rs. 50,000/- (Rupees Fifty Thousand Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 001609 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;

b) An amount(Part) of Rs. 50,000/- (Rupees Fifty Thousand Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 001610 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;

c) An amount of Rs. 1,81,360/- (Rupees One Lakh Eighty One Thousand Three Hundred Sixty Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 000071 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;

d) An amount of Rs. 1,81,360/- (Rupees One Lakh Eighty One Thousand Three Hundred Sixty Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No.

A handwritten signature in blue ink is written over a circular blue ink stamp. The signature appears to be 'Anur' or similar. The stamp is partially legible and contains some text around the perimeter.

000072 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch,

- e) An amount of Rs 1,37,280/- (Rupees One Lakh Thirty Seven Thousand Two Hundred Eighty Only) being Tax Deducted at source paid at the time of execution of agreement for sale referred to para FF above.
- f) The balance amount of Rs. 47,50,000/- (Rupees Forty Seven Lakhs Fifty Thousand Only), is paid by the Purchaser to the Vendors by issuing post dated cheques details of which are set out at **Annexure A**, which shall form integral part of this Deed, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge; the VENDORS as absolute owners in possession in respect of all that part and parcel of the Plot No. P-I admeasuring an area of 7161 sq. mts surveyed under Survey No. 9/4-F of Village Dabolim better described in **Schedule III** hereto and is delineated in the plan annexed hereto in black hatched lines forming part of property known as **"ASSOY" (aka Assoi)** admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa, do hereby transfer, sell, convey, grant, release by way of sale, unto the PURCHASER all that part and parcel of the **SAID PLOT** described in **Schedule III** hereunder written and is delineated in black hatched lines on the plan annexed hereto,



Handwritten signatures:
 [Signature]
 [Signature]

along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER, as absolute Owners 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 VENDORS or **any person** claiming through them.

2) The VENDORS do hereby covenant with the PURCHASER as under:



i. That the Vendors Have a clear valid and marketable right, title and interest to the **SAID PLOT** described in **Schedule IV** and are entitled and authorized to sell/alienate the same unto the PURCHASER.

ii. That should there be any defect in the title of the **SAID PLOT** hereby conveyed, the VENDORS shall at all times, indemnify and keep the PURCHASER indemnified for loss suffered on account of such defect, if any, and shall, at their own costs and expenses clear the defect in title of the **SAID PLOT**, if any.

iii. That the VENDORS shall at the cost and expenses of the PURCHASER do all that is required for better assuring

[Signature]
Baqarad Sah

and/or perfecting the title of the **SAID PLOT** described in **Schedule IV** hereto in favour of 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.

iv. That the VENDORS have today put the PURCHASER in unconditional exclusive peaceful vacant possession of the **SAID PLOT** described in **Schedule IV** from the VENDORS and/or any other person or persons claiming through the VENDORS.

v. The VENDORS covenants that **there is** no road or access passing through the **SAID PLOT** described in **Schedule IV** as an access to any other person, nor there is any easement right of way to any other person through the **SAID PLOT**.

vi. The VENDORS covenants with the PURCHASER that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the **SAID PLOT** described in **Schedule IV** hereto.



[Signature]
Beena Lal

vii. The VENDORS covenant with the PURCHASER 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 IV**.

viii. The VENDORS covenant to the PURCHASER that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party **SAID PLOT** by mortgaging or creating a security interest in the described in **Schedule IV** and/or against collateral security thereof.

ix. The VENDORS covenants 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, or otherwise howsoever, in the **SAID PLOT** described in **Schedule IV** and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

x. The Vendors further declares and confirms that they have not created any third party rights and/or interests of whatsoever nature in respect in the **SAID PLOT** in


Bakht Singh



favour of any person and/or persons(s), including banks, financial institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien, pledge or any other mode, whatsoever.

xi. That should any defect be found and/or surface in the title of the SAID PLOTS, the VENDORS shall at their own cost, remedy and/or clear the said defects if any.

xii. The VENDORS covenant with the PURCHASER that the VENDORS shall at all times indemnify and keep the PURCHASER indemnified for any loss and/or damage caused to the PURCHASER on account of such defect in title of the SAID PLOT, or on account of any breach or inaccuracy in any of their covenants contained herein.

xiii. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOT, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its



Amis
Boonad Dal

development works in terms of the permissions obtained by the Purchaser.

- xiv. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOTS, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.



- xv. The VENDORS covenant to the PURCHASER 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.

- xvi. The VENDORS covenant 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, license, lien, or otherwise howsoever in respect of the

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Reserved DAL

SAID PLOT and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

- 3) The Vendors covenant that the Vendors shall assist and cooperate with the Purchaser to do all that is required to be done to clear the SAID PLOT from the purview of private forest by obtaining necessary NOC/Letter to that effect from the Office of Conservator of Forest, State of Goa and to get the SAID PLOT converted from agricultural to non-agricultural use by obtaining Conversion Sanad from the competent authorities in terms of the Land Revenue Code, 1968.



- 4) The Purchaser covenant that the amount of Rs. 47,50,000/- (Rupees Forty Seven Lakhs Fifty Thousand Only), towards which the post dated cheques are issued by the Purchaser to the Vendors, shall be paid by the Purchaser to the Vendors on the respective dates mentioned on the respective cheques referred to at **Annexure A** written herein below.

- 5) The Purchaser covenant that the said cheques shall be deposited by the Vendors on the due date as specified on the respective cheques and further covenant that the same will be duly Honoured as and when presented for clearing by the Vendors. In the event the cheques issued under this DEED are not honoured for whatever

[Signature]

Benard DCR

- 9) For the purpose of Stamp Duty, the market value of the **SAID PLOT** better described in **Schedule III** hereby transferred is Rs. 53,50,000/- (Rupees Fifty Three Lakhs Fifty Thousand Only) and the stamp duty payable is a sum of Rs. 1,87,300/- (Rupees One Lac Eighty Seven Thousand Three Hundred Only) out of which a stamp duty of Rs. 1,55,200/- (Rupees One Lac Fifty Five Thousand Two Hundred Only) is paid at the time of execution of the said Agreement for Sale dated 21/02/2020, registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-402-2020 dated 03/03/2020 and after adjusting the said stamp duty paid under the said Agreement for Sale dated 21/02/2020, the Stamp Duty of Rs. 32,100/- (Rupees Thirty Two Thousand One Hundred Only) is affixed to this Deed of Sale which is borne by the PURCHASER.



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reasons, the Purchaser shall be liable to pay interest on the said defaulted amount calculated at the rate of 6% p.a. from the date of such default till its effective payment calculated on simple interest basis on the basis of days of delay.

- 6) The VENDORS hereby accord their no objection to the PURCHASER to carry out mutation in respect of the SAID PLOT described in Schedule III hereto and the VENDORS further covenant that they shall do all that is required to ensure that the name of the PURCHASER is entered into the Record of Rights as occupants of the SAID PLOT described in Schedule III hereto by way of mutation.



- 7) The Vendors and Purchaser hereby declare that the SAID PLOT in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

- 8) The Parties hereby declare that the subject matter of the SAID PLOT is non-agricultural and that the document and transaction is in compliance with the Foreign Exchange Management Act 1999 and as per the Reserve Bank of India guidelines. The Office of the Civil Registrar Cum Sub-Registrar of Mormugao shall not be responsible if the parties violate FEMA and RBI guidelines.

Ami
Beamed DC

SCHEDULE I

ALL THAT property known as **"ASSOY"** (aka **Assoi**) along with the residential house situated at Dabolim within the limits of Village Panchayat of Chicalim (alias Sancoale Village), Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, surveyed in the records of rights of Village Dabolim under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1. The said larger property is bounded as under:



On the North : By Assoichi paz of the Comunidade of Sancoale and the properties of Camilo Martins and Antonio Micael de Azaredo

On the South : By the railway line and Sebastiao da Costa Araujo.

On the East : By Assoichi paz of the Comunidade of Sancoale and the property of Prithi Dass, Pomu Mahadeo Gauda, Camilo Pereira, Manuel Piedade Sequeira, Antonio Micael de Azaredo, Antonio Mascarenhas, Pascoal Fernandes, Pedro Francisco Fernandes, Jose Rodrigues, Francisco Xavier Vaz, Jose Tavares Filipe Bernardo de Azaredo and 'Falencia' of Comunidade of Chicalim;

On the West : By the drain.

[Signature]
Boaventura da

SCHEDULE II
(SAID PROPERTY)

ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa and is bounded as under:

On the North : By Survey No. 10, Survey No. 9/5 & 15 meters wide road

On the South : By Survey No. 9/3 & 20 meters wide road (adjoining the South Western Railways)

On the East : By Survey No. 4/2

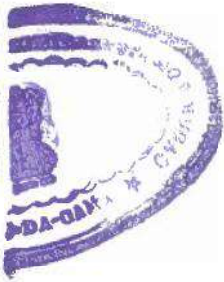
On the West : By Survey No. 9/5 and Chicalim/Dabolim Nullha



Ami
Boonad Dal

SCHEDULE III**(SAID PLOT)**

ALL THAT PART AND PARCEL of the Plot No. P-I admeasuring 7161 sq. mts. surveyed under Survey No. 9/4-F of Dabolim Village forming part of the property known as "**ASSOY**" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule II herein above. The said Plot No. P-I admeasuring 7161 sq. mts. surveyed under Survey No. 9/4-F of Dabolim Village is delineated in the plan annexed hereto in black hatched lines and is bounded as under:



On the East : by property bearing survey no.9/3 & 9/4-E of Dabolim Village.

On the West : by Chicalim/Dabolim Nullah.

On the North : by property bearing survey no. 9/4-G of Dabolim Village & 9/4 H of Dabolim Village.

On the South : by property bearing survey no. 9/3 of Dabolim Village.

Atul
Rajesh Dal

ANNEXURE A

The balance amount of Rs. 47,50,000/- (Rupees Forty Seven Lakhs Fifty Thousand Only) shall be paid by the Purchaser to the Vendors on or before 30/04/2021 in the following manner:

Payment to Vendor under Serial No. (1)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000192	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000194	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000196	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000198	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000200	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
1,25,000/-	000202	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

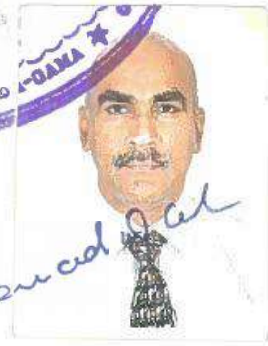
Payment to Vendor under Serial No. (2)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000193	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000195	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000197	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000199	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000201	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
1,25,000/-	000203	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

IN WITNESS WHEREOF the parties hereto have signed this Deed of Sale on the date, month and year mentioned hereinabove.

[Signature]
Residual wch

SIGNED AND DELIVERED

By the within named

'VENDORS'of the **FIRST PART:***Bernard Linn*

MR. BERNARD LYNN DCOSTA alias **BERNADO COSTA**
 alias **BERNADO D'COSTA** alias **BERNARD LINN**
D'COSTA for and on behalf of (1) **MR. LUIS MANUEL**
NEVES COSTA and (2) **MS. MARIA MANUELA NEVES**
COSTA VICENTE GUERRA alias **MARIA MANUELA**
NEVES COSTA duly appointed vide two separate General
 Power of Attorney dated 14/11/2011 and 17/11/2011.

L. H. F. P.**R. H. F. P.**

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

*Almeida**Bernard Linn*

SIGNED AND DELIVERED by
The within named **PURCHASER**
of the **SECOND PART**:

M/S. SHANTILAL REAL ESTATE SERVICES

represented through its partner

A. S. Cholera

MR ASHWIN CHOLERA

A. S. Cholera



L. H. F. P.

R. H. F. P.



1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Ashwin Basencia

In the presence of:

1. SAROJ SHANTLAL CHOLERA સરોજ શાન્તીલાલ ચોલેરા

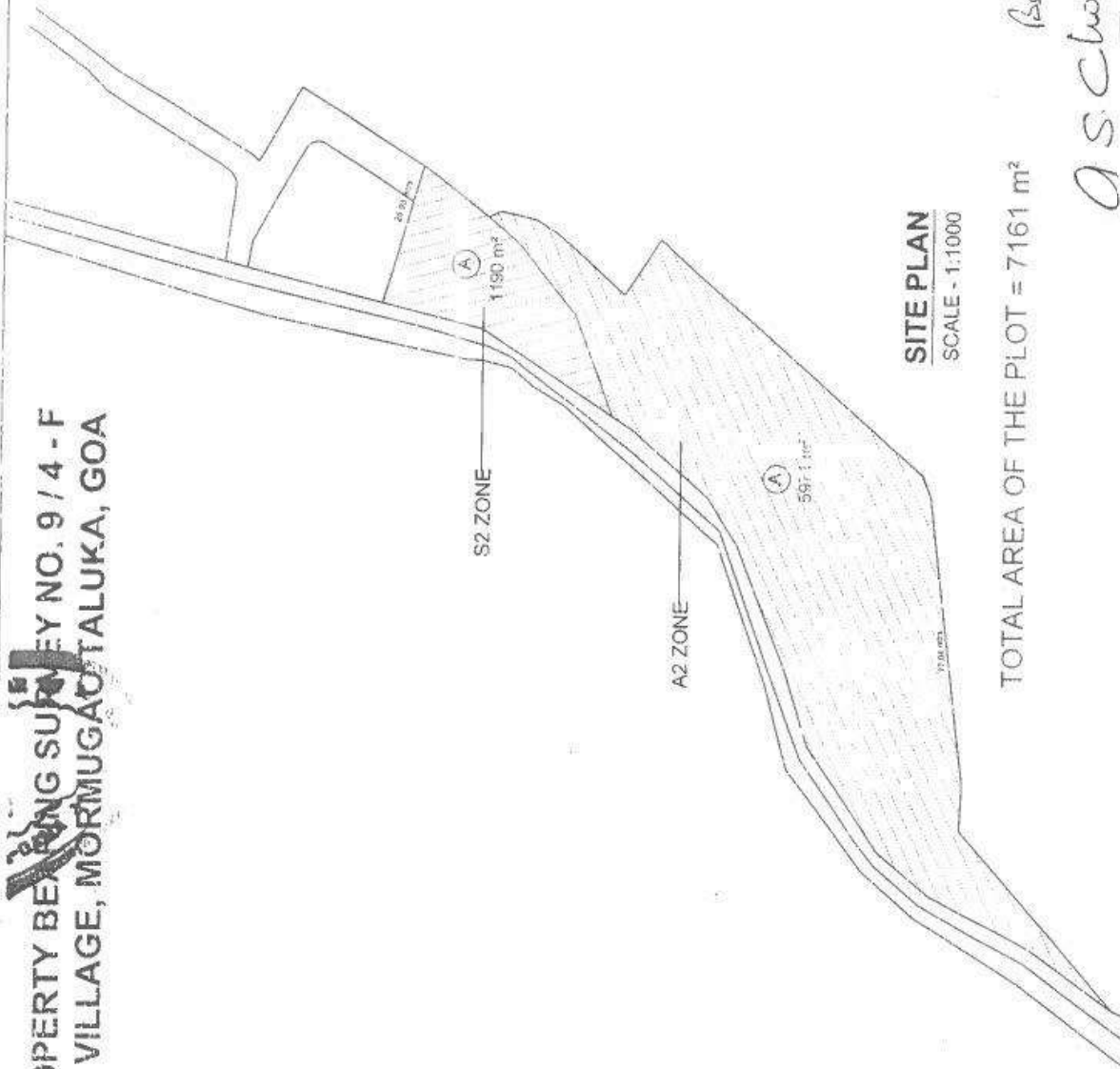
2. RAJ CHOLERA

Cholera

Baruch D.C.



PLAN OF PROPERTY BEARING SURVEY NO. 9/4-F
OF DABOLIM VILLAGE, MORMUGAO TALUKA, GOA



SITE PLAN
SCALE - 1:1000

TOTAL AREA OF THE PLOT = 7161 m²

Baron and W.A.
A.S. Chohan



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 28-Apr-2020 03:04:35 pm

Document Serial Number :- 2020-MOR-538

Presented at 02:04:19 pm on 28-Apr-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	32100
2	Registration Fee	134250
3	Mutation Fees	2500
4	Processing Fee	880
Total		169730

Stamp Duty Required :32100

Stamp Duty Paid : 32100

Presenter

Sr.No	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shri Shantilal Tulsidas Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: AFJPC9738B			<i>A.S. Cholera</i>

Executer

Sr.No	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shri Shantilal Tulsidas Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: AFJPC9738B			<i>A.S. Cholera</i>
2	Bernard Lynn Dcosta ,S/o - D/o Late Assiz Adolfo Dcosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - 132-2 Assoi Chicalim Goa, Address2 - , PAN No.: ACBPD4680Q			<i>Bernard Dca</i>
3	Bernard Lynn Dcosta ,S/o - D/o Late Assiz Adolfo Dcosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - 132-2 Assoi Chicalim Goa, Address2 - , PAN No.: ACBPD4680Q			<i>Bernard Dca</i>

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dipesh Cholera, 28 , ,8408900112 , ,Business , Marital status : Married 403711 Chicalim, Mormugao, SouthGoa, Goa			
2	Raj Cholera, 28 , ,9545654433 , ,Business , Marital status : Unmarried 403711 Chicalim, Mormugao, SouthGoa, Goa			


Sub Registrar
KUB - REGISTRAR
MORMUGAO



Document Serial No:-2020-MOR-538

Book :- 1 Document

Registration Number :- **MOR-1-527-2020**

Date : 28-Apr-2020



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

SUB - REGISTRAR
MORMUGAO



Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa
REGISTRATION DEPARTMENT. GOVERNMENT OF GOA

Print Date Time:- 28-Apr-2020 15:25:40

Date of Receipt: 28-Apr-2020

Receipt No : 2020-21/10/7

Serial No. of the Document : 2020-MOR-539

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

Received the following amounts from **Ashwin Cholera** for Registration of above Document in Book-1 for the year 2020

Registration Fee	162830	E-Challan	• Challan Number : 202000386495 • CIN Number : CKM7072855	162830
Processing Fee	880	E-Challan	• Challan Number : 202000386495 • CIN Number : CKM7072855	380
		E-Challan	• Challan Number : 202000388290 • CIN Number : CPAACPTZM6	500
Total Paid	163710 (Rupees One Lakh Sixty Three Thousands Seven Hundred And Ten only)			

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL

Please handover the Registered Document to the person named below

Name of the Person Authorized :

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **28-Apr-2020**

Signature of the person receiving the Document

A.S. Chole

Signature of the Presenter

Signature of the Sub-Registrar

31/04/20

For CITIZEN CREDITTM
CO-OP BANK LTD


Authorized Signatory

(Rupees Thirty Eight thousand and Nine Hundred Only)

CITIZEN CREDIT CO-OP BANK LTD

E-320, RUA DE OUREM

PANAJI, GOA 403 001

भारत 49126 NON JUDICIAL गीत

162297 APR 24 2020



2020 2020 0000 0000 1000 2020 13:18

0-5/STP(V)/C.R./25/8/2006-RD(PART-III)

Rs.0038900/- PB6818

INDIA

STAMP DUTY

GOA

Name of Purchaser SHANTILAL REAL ESTATE SERVICES



DEED OF SALE





THIS DEED OF SALE is executed at Vasco da Gama, Mormugao-Goa on this 26th day of the month of April in the year Two Thousand and Twenty by and;



BETWEEN

(1) MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO, daughter of Luis Filipe Francisco Vital Lopes Machado, age 36 years, unmarried, Service, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED] resident of Rua das Figueiras No. 1-3E, 2635-106 Rio de Mouro-Sintra, 2633-106, Portugal;

(2) MR. RUI FILIPE GOMES alias RUI FILIPE alias RUI FILIPE GOMES MACHADO, son of Luis Filipe Francisco Vital Lopes Machado, age 27 years, unmarried, Service, holding OCI Card no. [REDACTED] Portuguese National, Ph. No. 9881282271, Holder of Pan Card bearing no. [REDACTED] resident of Rua das Figueiras No. 1-3E, 2635-106 Rio de Mouro - Sintra, 2633-106, Portugal; hereinafter referred to as the **"VENDORS"** (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, successors, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART.**

[Signature]

Bernard da

AND

M/S SHANTILAL REAL ESTATE SERVICES, a registered partnership firm under the Indian Partnership Act, 1932, having their registered office at Shop No. 11, Apna Bazar, 1st Floor, Vasco da Gama, Goa with PAN Card No. [REDACTED] in this Agreement represented through its partners, **MR ASHWIN CHOLERA**, son of late Shantilal Tulsidas, aged about **60** years, businessman, married, **Pan Card No. AFJPC9738B** resident of Chicalim, Goa Aadhar Card number: [REDACTED] Mobile number: [REDACTED], email id: **shantilalrealestate@gmail.com**, hereinafter referred to as "**PURCHASER**" (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include it representatives, partners, nominees, executors, administrators and permitted assigns) of the **SECOND PART**.



The Vendors herein are represented in this act by their duly constituted attorney Mr. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa, appointed vide General Power of Attorney dated 14.11.2011 attested before the Embassy of India, Lisbon and adjudicated before the Addl. Collector of South Goa on 25.11.2011.

That the Vendors have represented to the Purchaser as under:-

A. That there exists a property known as **"ASSOY"** (aka **Assoi**) situated at Village Dabolim within the limits of Village Panchayat of Chicalim, Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, which shall hereinafter be referred to as the **"said larger property"**.

B. That the said larger property was originally owned and possessed exclusively by Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.



C. That said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa expired on 29th April, 1958 leaving behind as his moiety holder said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa and as his sole and universal heirs his following children namely:

1. Shri. Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa married to Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes.

2. Francisco Antonio Trifonio da Costa married to Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa.

3. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa married to Dr. Xavier Pereira.
4. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, Divorcee
5. Smt. Angela Lira da Costa Gomes married to Filomeno Santana Maria Gomes alias Filomeno de Fonseca.
6. Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa married to Smt. Selina Britto D'Costa alias Celina Brito.
7. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.
8. Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.
9. Ivo dos Milagres Costa married to Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa.



D. That said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa expired on 7th May, 1966 leaving behind a Deed of Gift dated 2/3/1963 drawn before the Notary Babacier Menezes of Judicial Division of Mormugao, by virtue of which said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa gifted her disposable share interalia in the said larger property to the extent of 1/3rd exclusively in favour of her son Mr. Luis Fonseca Da Costa.

E. That after the death of said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, there surfaced a dispute among their heirs as regards the management and enjoyment interalia of the said larger property as a result of which a suit for Partition came to be instituted by some of the heirs namely Assiz Adolfo da Costa, Alice da Costa e Pereira and Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis Fonseca Da Costa and Valente da Costa (Defendants) in the Court of Civil Judge Senior Division at Margao which came to be registered as a Special Civil Suit No. 44/1969.



F. That in the said civil suit namely Special Civil Suit No. 44/1969, all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa decided to settle their disputes amicably and accordingly an Agreement dated 05/01/1971 came to be executed at Margao before the Chamber of 1st Officio Tribunal (Court) of the 'Comarca' of Salcete (Civil Judge Senior Division) with the intervention of all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which formed part of record of the trial court based on which the

said Special Civil Suit No. 44/1969 came to be decreed and or disposed off.

G. That in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No. 44/1969, the 1/3rd share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife Albertina do Rosario Souza e Costa and the balance 2/3rd share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:

- a. Francisco Antonio Trifonio da Costa and his wife Ana Alzira Barros da Costa,
- b. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa widow of Dr. Xavier Pereira and their heirs namely Tolentino Pereira and his wife Cyntia Saldanha Pereira alias Synthia Saldanha, Paulo Viegas Pereira and his wife Maria da Lourdes Perera and Antonio Pereira,
- c. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa,




- d. The heirs of late Ivo dos Milagres Costa namely Felix Carlos Milagres Rebelo e Costa, Philip Estevao Rebelo e Costa and Alvaro Teotonio Rebelo e Costa,
- e. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Selina Britto Costa,
- f. Angela Lira da Costa Gomes and her husband Filomeno Santana Maria Gomes alias Filomeno de Fonseca and
- g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa.



H. That by virtue of the allotment and partition effected in the said suit, share of the said Mr. Luis Fonseca Da Costa came to be severed from the said larger property. The balance share in the said larger property continued to be owned and possessed as an independent and distinct unit disannexed from the said larger property, by the remaining heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca in terms of the Decree dated 15/10/1971 passed by the Court of Civil Judge Senior Division at Margao.

- I. That somewhere in the year 1986, some of the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa

and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca, who were allotted shares in the said larger property except for Mr. Luis Fonseca Da Costa whose share was determined, decided to partition their respective shares so as to enable them to enjoy their respective shares as an independent and distinct property as such a Civil suit came to be filed by one of the heir namely said Assis Adolfo da Costa alias Assiz Adolfo da Costa along with other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa filed a civil suit in the Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A interalia seeking partition of their share of the said larger property by metes and bounds.



- J. That the said Special Civil Suit No. 29/86/A came to be decreed by the Court of Civil Judge Senior Division at Vasco by virtue of a Judgment and Decree dated 09/10/2006 by virtue of which their share came to be partitioned and allotted to the respective heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa based on the Commissioner's report namely Shri. S. N. Bhende who was appointed in the said suit.

K. That being aggrieved by the Decree passed by the Court of Civil Judge Senior Division at Vasco in Special Civil Suit No. 29/86/A, an appeal came to be filed before the District Judge- I, FTC-I, South Goa, Margao which appeal came to be registered as a Regular Civil Appeal No. 427/2010/FTC-I.

L. That subsequently, upon the death of the respective children of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as set out herein below:



I. That said Shri. Manuel Constancio D'Fonseca e Costa expired leaving behind as his moiety holder Smt. Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes and as sole and universal heirs following children namely:

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.

- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

II. That said Francisco Antonio Trifonio da Costa expired leaving behind as his moiety holder Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa and as sole and universal heirs following children namely :-

- a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa
- b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.



III. That said Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa and her husband Dr. Xavier Pereira expired leaving behind as sole and universal heirs following children namely:-

- a. Tolentino Pereira married to Cyntia Saldanha Pereira.
- b. Paulo Viegas Pereira married to Maria da Lourdes Perera.
- c. Antonio Pereira
- i. That said Paulo Viegas Pereira expired leaving behind as his moiety holder his wife Maria da Lourdes Perera and as sole and universal heirs following children namely:-
- a. Xavier Pereira married to Abizal Providencia Pereira

- b. Malvina Pereira alias Malvina Viegua Pereira married to
Wilfred Fernandes
- c. Sunil Pereira

IV. That said Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa expired in the status of Divorcee leaving behind as his sole and universal heirs following children namely:-

- a. Smt. Maria Fatima Barros Costa.
- b. Smt. Carla Maria de Barros Costa e Peres da Silva alias Carla Maria de Barros.



V. That said Filomeno Santana Maria Gomes alias Filomeno de Fonseca expired leaving behind as his moiety holder his wife Smt. Angela Lira da Costa Gomes and as sole and universal heirs following children namely:-

- a. Maria Helena Costa Gomes who expired in the status of spinster.
- b. Ruth de Costa Gomes married to Luis Filipe Vital Lopes Machado.
- i. That said Ruth de Costa Gomes expired leaving behind as her moiety holder Luis Filipe Vital Lopes Machado and as sole and universal heirs following children namely :-

- a. Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado
- b. Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado.

VI. That said Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Smt. Selina Britto D'Costa alias Celina Brito expired leaving behind as their sole and universal heirs the following children namely:-

- a. Smt. Andrea D'costa Pereira and
- b. Shri. Bernard Lynn Dcosta alias Bernado Costa alias Bernado D'costa alias Bernard Linn D'costa.

VII. That said Shri. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correia Costa alias Maria Olga Correia Neves Costa expired leaving behind as sole and universal heirs following children namely:-

- a. Shri. Luis Manuel Neves Costa.
- b. Smt. Maria Mauela Neves Costa Vicente Guerra married to Shri. Jose Rui Rocha Vicente Guerra.

VIII. That said Ivo dos Milagres Costa expired leaving behind as moiety holder his wife Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa who also expired subsequently

leaving behind as their sole and universal heirs following children namely:-

- a. Felix Carlos Milagres Rebelo e Costa married to Smt. Maria Souza Costa
- b. Philip Estevao (Estevam) Rebelo e Costa married to Fernandes e Costa alias Susana Fernandes Costa.
- c. Alvaro Teotonio Rebelo e Costa married to Avita Barreto e Costa



M. That the afore referred persons are the sole surviving heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, who acquired right inter alia to said property which constitute the said larger property which fact came to be confirmed in a declaration on Oath made by Mr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa i.e., the Cabeça de Casal, on 20/11/1996 in the Inventory Proceedings No. 28/1996/A instituted before the Court of Civil Judge Senior Division at Vasco da Gama.

N. That in the said appeal i.e., Regular Civil Appeal No. 427/2010/FTC-I, all the afore referred heirs decided to settle their disputes amicably and arrived at settlement by virtue of which all the parties

unanimously agreed to partition their share, and the plans came to be drawn earmarking their respective shares.

O. That in terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)", which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this Deed is the part of the property bearing Survey No. 9/4 of Village Dabolim admeasuring 62925 sq. mtrs. which shall herein after be referred to as the "**said property**" and is better described in **Schedule II** herein below.

P. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn by the Court of Additional District Judge Fast Track Court, Margao wherein inter alia, the said property came to be partitioned amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 9/4 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-




I. MR. BERNARD LYNN DCOSTA alias BERNADO COSTA
alias BERNADO D'COSTA alias BERNARD LINN D'COSTA
came to be allotted the following portion of the said
property namely:

- a. Plot No. B-1 admeasuring 9894 sq. mts. surveyed
under Survey No. 9/4.

II. MR. JORGE GONCALO BARROS COSTA; MS. ROSA
MARIA BORGES PEREIRA BARROS COSTA alias ROSA
MARIA BORGES PEREIRA BARROS COSTA; MS. FLAVIA DE
BARROS COSTA alias MARIA FLAVIA SANTANA
FERNANDES DE BARROS COSTA and MR. RUI MANUEL
DE BARROS COSTA (now deceased) came to be allotted the
following portion of the said property namely:

- a. Plot No. B-4 admeasuring 11542 sq. mts.
surveyed under Survey No. 9/4.

III. MS. MARIA FATIMA BARROS COSTA and MS. CARLA
MARIA DE BARROS COSTA e PERES DA SILVA alias CARLA
MARIA DE BARROS COSTA came to be allotted the
following portion of the said property namely:

- a. Plot No. B-2 admeasuring 6206 sq. mts. surveyed
under Survey No. 9/4.




IV. MS. ANGELA LIRA DA COSTA (now deceased), MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO and MR. RUI FILLIPE GOMES alias RUI FILLIPE alias RUI FILLIPE GOMES MACHADO came to be allotted the following portion of the said property namely:

- a. Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-2a admeasuring 5839 sq. mts. surveyed under Survey No. 9/4.



V. MR. LUIS MANUEL NEVES COSTA and MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA alias MARIA MANUELA NEVES COSTA came to be allotted the following portion of the said property namely:

- a. Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4.
- b. Plot No. P-1 admeasuring 8541 sq. mts. surveyed under Survey No. 9/4.

VI. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES(now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MS. NAZARE DA CONCEICAO LOPES COSTA

alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR. ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:

- a. Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4.



- Q. The said heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa for the sake of brevity shall be referred to as the "**Original Owners**".
- R. That upon passing of the said Decree, the Original Owners started enjoying their respective portions of the said property as distinct and independent units.
- S. That said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired on 10/4/2017 expired in the status of widow of late Manuel Antonio Fonseca da Costa alias Manuel Constancio D'Fonseca e Costa and upon her Death a Succession came to be drawn in the

Civil Registry Office of Lisbon registered in the process no. 49995 from 2017 dated 26/9/2017 wherein it came to be declared that said Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes expired leaving behind as sole and universal heirs the following children:

- a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
- b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
- c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

T. That said Mrs. Angela Lira da Costa expired on 26/4/2018 and upon her death a succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 2198 Book No. 4 from 2018 dated 28/5/2018 wherein it came to be declared that said Mrs. Angela Lira da Costa expired in the status of widow of late Filomeno Santana Maria Gomes alias Filomeno de Fonseca leaving behind as sole and universal heirs Ms. Iva Gomes alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado, both being children

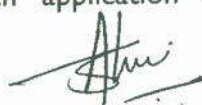
of her deceased daughter Mrs. Maria Ruth da Costa Gomes married to late Luis Filipe Francisco Vital Lopes Machado.

U. That said Mr. Rui Manuel De Barros Costa expired on 05/9/2019 leaving behind as his moiety holder his widow Maria Flavia Santana Fernanes de Barros Costa and as sole and universal heirs the following children namely:

- a. Mr. Rui Jorge Barros Costa married to Ana Claudia Marques da Palma Barros Costa.
- b. Mr. Ivo Filipe Barros Costa.

V. That though a specific portions of the said property came to be allotted to the Original Owners by virtue of the Consent Decree dated 17/09/2010, no partition was effected in the survey records in terms of the provisions of Section 61 of Land Revenue Code as such the Original Owners earmarked the said property into various PLOT and one of the plot acquired by the Vendors herein is the Plot No. P-2A admeasuring 5132 sq. mts.

W. That the Vendors herein filed an application dated 02.12.2019 Section 61 of Land Revenue Code to partition their plot admeasuring 5132 sq. mts. surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa which application came to be registered as Case no.



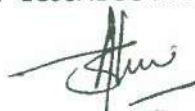
LRC/PART/142/2019/245 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 21.01.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 5132 sq. mts. came to be allotted new Survey number namely 9/4-G of Village Dabolim.

X. That the Vendors herein are desirous of selling and or transferring the part and parcel of the said property admeasuring 5132 sq. mts. to the extent of 3758 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village in favour of the Purchaser herein. The land to the extent of 3758 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village is better described in **Schedule IV** hereto and shall herein after be referred to as the "**Said Plot**" and is delineated in the Plan annexed hereto in black hatched lines.

Y. That except for the VENDORS herein, there are no other person/ persons who can have right, claim and interest in the SAID PLOT.

Z. That the SAID PLOT is free from any encumbrances and/or defect in title.

AA. That there are no tenants/Mundkars and/or any other person who can claim any right of whatsoever nature in respect of the SAID PLOT, the VENDORS being the sole and exclusive owners of the SAID PLOT described in Schedule – IV hereto.




BB. That there is no road or access passing through the SAID PLOT described in Schedule IV, as an access to any other person, nor there is any easement right of way to any other person through the SAID PLOT.

CC. That the SAID PLOT is not the subject matter of any land acquisition under the Land Acquisition Act.

DD. That there are no litigations and/or disputes of any nature over the SAID PLOT described in Schedule- IV.

EE. That there are no statutory dues, due and payable to any government and/or semi-government bodies in respect of the SAID PLOT.



FF. **AND WHEREAS**, the VENDORS has represented to the PURCHASER that except for this Deed of Sale, the VENDORS have not entered into any agreement to transfer and or convey the SAID PLOT described in Schedule IV hereto with any other person or persons.

GG. Based on the said representations, the Purchaser herein agreed to purchase the said Plot admeasuring 5132 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village from the VENDORS for a total consideration of a sum of Rs. 64,93,000/- (Rupees Sixty Four Lakhs Ninety Three Thousand Only) which is the market value of the SAID PLOT and accordingly an Agreement for Sale dated

21/02/2020 came to be executed between the VENDORS and the Purchaser herein which is duly registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-438-2020 dated 09/03/2020.

HH. **AND WHEREAS**, the Purchaser has effected part consideration under the said Agreement for Sale dated 21/02/2020 in favour of the VENDORS herein.

II. **AND WHEREAS** in partial modification of the payment schedule contained in the agreement dated 21/02/2020, the VENDORS has requested the Purchaser the balance consideration in the manner stipulated at **ANNEXURE A** to which the Purchaser has agreed.



JJ. **AND WHEREAS**, the Purchaser has called upon the VENDORS to execute a Deed of Sale in respect of the SAID PLOT in favour of the Purchaser and transfer the said plot in favour of the purchaser in terms of the stipulations contained in the said Agreement for Sale dated 21/02/2020.

KK. **AND WHEREAS**, the VENDORS have acceded to the request of the Purchaser and has agreed to execute this Deed in terms of the stipulation contained hereinbelow.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1) That in consideration of a sum of Rs. 64,93,000/- (Rupees Sixty Four Lakhs Ninety Three Thousand Only) which the Purchaser has paid to the Vendors in the following manner:-

- a) An amount of Rs. 50,000/- (PART) (Rupees Fifty Thousand Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 001607 dated 06.12.2018 vide - HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;
- b) An amount of Rs. 50,000/- (PART) (Rupees Fifty Thousand Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 001608 dated 06.12.2018 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;
- c) An amount of Rs. 1,75,640/- (Rupees One Lakh Seventy Five Thousand Six Hundred Forty Only) paid by the Purchaser to the Vendor at Serial No. 1 vide Cheque bearing No. 000073 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch, the receipt of which the Vendor at Serial No. 1 do hereby acknowledge;
- d) An amount of Rs. 1,75,640/- (Rupees One Lakh Seventy Five Thousand Six Hundred Forty Only) paid by the Purchaser to the Vendor at Serial No. 2 vide Cheque bearing No. 000074 dated 21.02.2020 vide HDFC Bank, Vasco-da-Gama Branch,



the receipt of which the Vendor at Serial No. 2 do hereby acknowledge;

- e) An amount of Rs. 50,000/-(PART) (Rupees Fifty Thousand Only) is paid by the Purchaser at the request of the vendors in the account held by late MS. ANGELA LIRA DA COSTA, who has expired on 26/04/2018, vide Cheque bearing No. 001632 dated 14.12.2018 vide HDFC Bank, Vasco-da-Gama Branch,
- f) An amount of Rs 1,48,720/-(Rupees One Lakh Forty Eight Thousand Seven Hundred Twenty Only) being Tax Deducted at source at the time of execution of agreement for sale referred to para GG above.
- g) The balance amount of Rs. 58,43,000/- (Rupees Fifty Eight Lakhs Forty Three Thousand Only), is paid by the Purchaser to the Vendors by issuing post dated cheques details of which are set out at **Annexure A**, which shall form integral part of this Deed the receipt of which amount the Vendors do hereby acknowledge; the VENDORS as absolute owners in possession in respect of all that part and parcel of the of the land to the extent of **3758 sq. mts.** surveyed under **Survey No. 9/4-G of Dabolim Village** better described in **Schedule IV** and delineated in the plan annexed hereto in black hatched lines hereto, being portion of the Plot identified as Plot No. P-2A admeasuring an area of 5132 sq. mtrs.



[Signature]

[Signature]

surveyed under Survey No. 9/4-G of Village Dabolim forming part of property known as **"ASSOY"** (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa, do hereby transfer, sell, convey, grant, release by way of sale, unto the PURCHASER all that part and parcel of the **SAID PLOT** described in **Schedule IV** hereunder written and is delineated in black hatched lines on the plan annexed hereto, along with all the privileges, accesses, easements, appurtenances thereto, to have and to hold the same unto the PURCHASER, as absolute Owners 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 VENDORS or **any person** claiming through them.



2) The VENDORS do hereby covenant with the PURCHASER as under:

i. That the Vendors Have a clear valid and marketable right, title and interest to the **SAID PLOT** described in **Schedule IV** and are entitled and authorized to sell/alienate the same unto the PURCHASER.

ii. That should there be any defect in the title of the **SAID PLOT** hereby conveyed, the VENDORS shall at all times,

indemnify and keep the PURCHASER indemnified for loss suffered on account of such defect, if any, and shall, at their own costs and expenses clear the defect in title of the **SAID PLOT**, if any.

iii. That the VENDORS 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 IV** hereto in favour of 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.



iv. That the VENDORS have today put the PURCHASER in unconditional exclusive peaceful vacant possession of the **SAID PLOT** described in **Schedule IV** from the VENDORS and/or any other person or persons claiming through the VENDORS.

v. The VENDORS covenant that there is no road or access passing through the **SAID PLOT** described in **Schedule IV** as an access to any other person, nor there is any easement right of way to any other person through the **SAID PLOT**.

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vi. The VENDORS covenant with the PURCHASER that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the **SAID PLOT** described in **Schedule IV** hereto.

vii. The VENDORS covenant with the PURCHASER 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 IV**.



viii. The VENDORS covenant to the PURCHASER that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party **SAID PLOT** by mortgaging or creating a security interest in the described in **Schedule IV** and/or against collateral security thereof.

ix. The VENDORS covenant 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, or otherwise howsoever, in the **SAID PLOT** described in **Schedule IV** and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

x. The Vendors further declares and confirms that they have not created any third party rights and/or interests of whatsoever nature in respect in the **SAID PLOT** in favour of any person and/or persons(s), including banks, financial institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien, pledge or any other mode, whatsoever.



xi. That should any defect be found and/or surface in the title of the SAID PLOTS, the VENDORS shall at their own cost, remedy and/or clear the said defects if any.

xii. The VENDORS covenant with the PURCHASER that the VENDORS shall at all times indemnify and keep the PURCHASER indemnified for any loss and/or damage caused to the PURCHASER on account of such defect in title of the SAID PLOT, or on account of any breach or inaccuracy in any of their covenants contained herein.

xiii. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOT, the Vendors shall be exclusively

liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.

- xiv. The Vendors shall indemnify and keep the Purchaser indemnified at all times against any claim or charge by any third Party claiming right, title and/or interest to the SAID PLOT and assure the Purchaser that in the event of such claim if the purchaser is obstructed in any manner or from developing the SAID PLOTS, the Vendors shall be exclusively liable to bear and settle such claim without any damage or liability to the Purchaser at their own cost so as to enable the Purchaser to carry out its development works in terms of the permissions obtained by the Purchaser.



- xv. The VENDORS covenant to the PURCHASER 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.

- xvi. The VENDORS covenant 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, license, lien, or

otherwise howsoever in respect of the SAID PLOT and they are competent and entitled to sell and transfer the same in the manner provided in these presents.

- 3) The Vendors covenant that the Vendors shall assist and cooperate with the Purchaser to do all that is required to be done to clear the SAID PLOT from the purview of private forest by obtaining necessary NOC/Letter to that effect from the Office of Conservator of Forest, State of Goa and to get the SAID PLOT converted from agricultural to non-agricultural use by obtaining Conversion Sanad from the competent authorities in terms of the Land Revenue Code, 1968.



- 4) The Purchaser covenant that the amount of Rs. 58,43,000- (Rupees Fifty Eight Lakhs Forty Three Thousand Only), towards which the post dated cheques are issued by the Purchaser to the Vendors, shall be paid by the Purchaser to the Vendors on the respective dates mentioned on the respective cheques referred to at **Annexure A** written herein below.

- 5) The Purchaser covenant that the said cheques shall be deposited by the Vendors on the due date as specified on the respective cheques and further covenant that the same will be duly Honoured as and when presented for clearing by the Vendors. In the event the cheques issued under this DEED are not honoured for whatever reasons, the Purchaser shall be liable to pay interest on the said defaulted amount

[Signature]

Beena and W. Ch

calculated at the rate of 6% p.a. from the date of such default till its effective payment calculated on simple interest basis on the basis of days of delay.

6) The VENDORS hereby accord their no objection to the PURCHASER to carry out mutation in respect of the SAID PLOT described in Schedule IV hereto and the VENDORS further covenant that they shall do all that is required to ensure that the name of the PURCHASER is entered into the Record of Rights as occupants of the SAID PLOT described in Schedule IV hereto by way of mutation.



7) The Vendors and Purchaser hereby declare that the SAID PLOT in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

8) The Parties hereby declare that the subject matter of the SAID PLOT is non-agricultural and that the document and transaction is in compliance with the Foreign Exchange Management Act 1999 and as per the Reserve Bank of India guidelines. The Office of the Civil Registrar Cum Sub-Registrar of Mormugao shall not be responsible if the parties violate FEMA and RBI guidelines.

9) For the purpose of Stamp Duty, the market value of the **SAID PLOT** better described in **Schedule IV** hereby transferred is Rs. 64,93,000/- (Rupees Sixty Four Lakhs Ninety Three Thousand Only) and the stamp

duty payable is a sum of Rs. 2,27,300/- (Rupees Two Lac Twenty Seven Thousand Three Hundred Only) out of which a stamp duty of Rs. 1,88,400/- (Rupees One Lac Eighty Eight Thousand Four Hundred Only) is paid at the time of execution of the said Agreement for Sale dated 21/02/2020, registered in the Office of the Sub-Registrar of Mormugao under No. MOR-I-438-2020 dated 09/03/2020 and after adjusting the said stamp duty paid under the said Agreement for Sale dated 21/02/2020, the Stamp Duty of Rs. 38,900/- (Rupees Thirty Eight Thousand Nine Hundred Only) is affixed to this Deed of Sale which is borne by the PURCHASER



SCHEDULE I

ALL THAT property known as **"ASSOY"** (aka **Assoi**) along with the residential house situated at Dabolim within the limits of Village Panchayat of Chicalim (alias Sancoale Village), Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete surveyed in the records of rights of Village Dabolim under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1. The said larger property is bounded as under:

On the North : By Assoichi paz of the Comunidade of Sancoale and the properties of Camilo Martins and Antonio Micael de Azaredo

On the South : By the railway line and Sebastiao da Costa Araujo.

On the East : By Assoichi paz of the Comunidade of Sancoale and the property of Prithi Dass, Pomu Mahadeo Gaudo, Camilo Pereira, Manuel Piedade Sequeira, Antonio Micael de Azaredo, Antonio Mascarenhas, Pascoal Fernandes, Pedro Francisco Fernandes, Jose Rodrigues, Francisco Xavier Vaz, Jose Tavares Filipe Bernardo de Azaredo and 'Falencia' of Comunidade of Chicalim;

On the West : By the drain.

SCHEDULE II

(SAID PROPERTY)

ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, District of South Goa, State of Goa and is bounded as under:

On the North : By Survey No. 10, Survey No. 9/5 & 15 meters wide road

On the South : By Survey No. 9/3 & 20 meters wide road (adjoining the South Western Railways)

On the East : By Survey No. 4/2

On the West : By Survey No. 9/5 and Chicalim/Dabolim Nullha



SCHEDULE III
(SAID PORTION OF LAND)

ALL THAT Plot No. P-2A admeasuring 5132 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village forming part of the property known as "**ASSOY**" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule II herein above. The said Plot No. P-2A admeasuring 5132 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village is bounded as under:



North : by property bearing survey no. 9/5 of Dabolim Village.

South : by property bearing survey no. 9/4-F of Dabolim Village & 9/4-H of Dabolim Village.

East : by property bearing survey no. 9/4-C & 9/4-E of Dabolim Village.

West : by Chicalim & Dabolim Nullah.

SCHEDULE IV**(SAID PLOT)**

ALL THAT PART AND PARCEL of the plot of land admeasuring 3758 sq. mts. being portion of the Plot No. P-2A admeasuring 5132 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village forming part of the property known as "**ASSOY**" (aka Assoi) totally admeasuring an area of 62925 sq. mtrs surveyed under Survey No. 9/4 situated at Village Dabolim better described in Schedule III herein above. The said plot of land admeasuring 3758 sq. mts. is delineated in the plan annexed hereto in black hatched lines and is bounded as under:



North : by property bearing survey no. 9/5 of Dabolim Village.

South : by property bearing survey no. 9/4-F of Dabolim Village.

East : by remaining portion of the property bearing survey no. 9/4-G of Dabolim Village.

West : by Chicalim & Dabolim Nullah.

ANNEXURE A

The balance amount of Rs. 58,43,000/- (Rupees Fifty Eight Lakhs Forty Three Thousand Only) shall be paid by the Purchaser to the Vendors on or before 30/04/2021 in the following manner:

Payment to Vendor under Serial No. (1)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000204	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000206	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000208	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
7,50,000/-	000210	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000212	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
4,21,500/-	000214	30/04/2021	HDFC Bank Vasco-Da Gama,Goa

Payment to Vendor under Serial No. (2)			
Instalment Amount	Cheque Number	Cheque Dated	Bank Branch
2,50,000/-	000205	1/08/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000207	1/10/2020	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000209	1/12/2020	HDFC Bank Vasco-Da Gama,Goa
7,50,000/-	000211	1/02/2021	HDFC Bank Vasco-Da Gama,Goa
5,00,000/-	000213	1/04/2021	HDFC Bank Vasco-Da Gama,Goa
4,21,500/-	000215	30/04/2021	HDFC Bank Vasco-Da Gama,Goa




IN WITNESS WHEREOF the parties hereto have signed this Deed
of Sale on the date, month and year mentioned hereinabove.

SIGNED AND DELIVERED

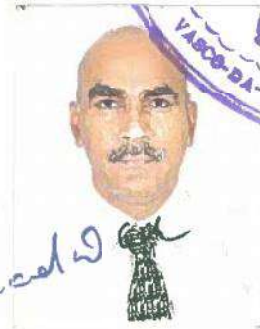
By the within named

'VENDORS'

of the **FIRST PART**:

Bernard DC

Bernard DC



MR. BERNARD LYNN DCOSTA alias **BERNADO COSTA** alias **BERNADO D'COSTA** alias **BERNARD LINN D'COSTA** for and on behalf of (1) **MS. IVA GOMES** alias **EVA GOMES** alias **IVA CLAUDIA GOMES MACHADO** and (2) **MR. RUI FILIPE GOMES** alias **RUI FILIPE** alias **RUI FILIPE GOMES MACHADO** duly appointed vide General Power of Attorney dated 14/11/2011.

L. H. F. P.

R. H. F. P.

1. _____

1. _____

2. _____

2. _____

Alves

Bernard DC

3. 3. 4. 4. 5. 5. 

SIGNED AND DELIVERED by
The within named **PURCHASER**
of the **SECOND PART**:

M/S. SHANTILAL REAL ESTATE SERVICES

represented through its partner

A S Chokker

MR ASHWIN CHOLERA

L. H. F. P.

R. H. F. P.



1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Ashwin

Benavard Acl

In the presence of:

1. RAJ CHOLERA



2. SEJAL GAWADE



Basuvel DCA




$$\text{AREA} = 3758 \text{ m}^2$$

PLAN OF PROPERTY BEARING SURVEY NO. 9 / 4 - G
OF DABOLIM VILLAGE, MORMUGAO TALUKA, GOA

Q.S. Choler

Received Dec



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 28-Apr-2020 03:04:20 pm

Document Serial Number :- 2020-MOR-539

Presented at 03:04:43 pm on 28-Apr-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	38900
2	Registration Fee	162830
3	Mutation Fees	2500
4	Processing Fee	880
Total		205110

Stamp Duty Required :38900

Stamp Duty Paid : 38900

Presenter

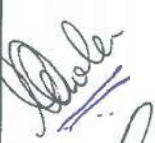
Sr.No	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shantilal Tulsidas Age: 62, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: AFJPC9738B			

Executer

Sr.No	Party Name and Address	Photo	Thumb	Signature
1	Ashwin Cholera ,S/o - D/o Late Shantilal Tulsidas Age: 62, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop No 11 1st Floor Apna Bazar Vasco, Address2 - Margao, PAN No.: AFJPC9738B			
2	Bernard Lynn Dcosta ,S/o - D/o Late Assiz Adolfo Dcosta Age: 62, Marital Status: ,Gender:Male,Occupation: Other, Address1 - 132-2 Assoi Chicalim Goa, Address2 - , PAN No.: ACBPD4680Q			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Raj Cholera, 28 , ,9545654433 ,shantilairealestate@gmail.com ,Business , Marital status : Unmarried 403711 Chicalim, Mormugao, SouthGoa, Goa			
2	Dipesh Cholera, 28 , ,8408900112 , ,Business , Marital status : Married 403711 Chicalim, Mormugao, SouthGoa, Goa			


Sub Registrar
Sub-REGISTRAR
MORMUGAO



Document Serial No:-2020-MOR-539

Book :- 1 Document
Registration Number :- **MOR-1-526-2020**
Date : 28-Apr-2020



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

**SUB-REGISTRAR
MORMUGAO**

