



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



STAMP DUTY CERTIFICATE

ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challan Payment Facility Rules 2021)

Stamp Duty Of : ₹ 2036800/-
(Rupees Twenty Lakhs Thirty Six Thousands Eight Hundred only)
PAID VIDE E-RECEIPT NO 202300477332 DATED :21-Jun-2023,
IN THE GOVERNMENT TREASURY.



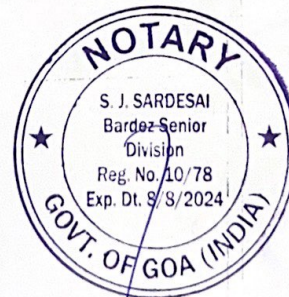
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SUB-REGISTRAR
BARDEZ
Sub Registrar

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

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Conveyance - 22
PRE REGISTRATION NUMBER	:	202300036940
DOCUMENT SERIAL NUMBER	:	2023-BRZ-3437
DATE OF PRESENTATION	:	11-Jul-2023
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-3375-2023
DATE OF REGISTRATION	:	14-Jul-2023
NAME OF PRESENTER	:	Bharat Nihchaldas Pariani
REGISTRATION FEES PAID	:	₹1222080/-
PROCESSING FEES PAID	:	₹4620/-
MUTATION FEES PAID	:	₹3000/-

DEED OF SALE CUM
CONVEYANCE



1 / 1

24 37/107

**Government of Goa
Directorate of Accounts**

Opp. Old Secretariat,
Fazenda Building, Panaji Goa
Phone: 0832-2225548/21/31



Echallan No. 202300477332

e-Receipt

Department: 10 - NOTARY SERVICES

Echallan Date: 21-06-2023 12:23:13

Name and Address of Party: Dinesh | 9379080062
Ulhasnagar Thane Maharashtra

Service: Stamp Duty

Amount

Stamp Duty

₹ 2036800.00

Total Amount: ₹ 2,036,800.00

(Rs. Twenty Lakh Thirty Six Thousand Eight Hundred Only
)

Department Data:

202300036940 NOTARY|202300036940 NOTARY

Bank ref No:

Status:

Success

Payment Date:

21-06-2023 13:59:15

Reprint Date: 22/06/2023 10:39:29

**DEED OF SALE CUM
CONVEYANCE**2023-BR2-3437
11/7/23

Prakash V.H



This **Deed of Sale cum Conveyance** is made on this 21st day
June 2023 at Mapusa - Goa

BETWEEN

1. **MR. PRAKASH VASHUMULCHANDANI**, son of Late Shri VashuMulchandani, aged 45 years, married, businessman, holder of PAN Card No. _____, Aadhar Card No. _____, Mobile No. _____, Indian National, resident of House NO. 76-G (Ground Floor), Sindhuwadi, M. G. Road, Ghatkopar East, Mumbai, Maharashtra 400077;
2. **MR. PRADEEP NARAIN DAS PARIANI**, son of late Shri NaraindasPariani, age 45 Years, married, businessman, holder of PAN Card No. _____, Aadhar Card No. _____, Mobile No. _____, Indian National, resident of 901-G-Wing-Kukreja Palace, VallabhBaug Lane, Ghatkopar(E), Mumbai, Maharashtra.400077;
3. **MR. DINESH KHEMANI**, son of Shri Mulchand S. Khemani, Age 51 years businessman, holder of PAN Card No. _____, Aadhar Card No. _____, resident of 4th floor Savitri Villa, 1363 Trambak Road, Tidke Colony, Nashik 422002 hereinafter referred to as the **"VENDORS/ OWNERS"**, (which expression unless repugnant to the context shall include his heirs, Legal

Prakash V.M.

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Representatives, successors, administrators, executors
and assignees) **OF THE "FIRST PART**

AND

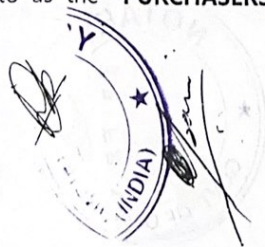
1. **Mr. OMPRAKASH NIHCHALDAS PARIANI**, son of late
Shri NihchaldasPariani, age 64yrs, married businessman,
holder of Pan card number: , Aadhar card
No. , Indian national, residing at 1101,
Samarth Prasad, Lokhandwala, Andheri (w), Mumbai-
400053;

2. **KESHAVA KIYAAN REALTY LLP**, having its office at
Highland Tower, Forest Trails Tower no.4, Flat No.T4 204,
Bhugaw TaluKa Mulshi, Pune, Maharashtra 412115, India,
holding PAN card No. on basis of resolution
dated 15/06/2023 is represented herein by its partner,
MR. DINESH SURESH DHANWANI, son of Suresh
Dhanwani, about 38 years of age, married, business,
Indian National, holder of PAN Card No.AJBPD1406D,
Aadhar Card No. , Mobile No. ,
resident of Flat No.1 Poonam Society, Chopda Court
Road, opp. U.M.C, Ulhasnagar-3, Municipal Near HDFC
Bank, Ulhasnagar Thane Maharashtra 421002, hereinafter
referred to as the **"PURCHASERS/ BUILDERS"**, (which



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expression unless repugnant to the context shall include their heirs, Legal Representatives, successors, administrators, executors and assignees) of the **OTHER PART.**

AND WHEREAS the "**PURCHASERS/ BUILDERS**" No.1, herein is represented in this Deed/ Indenture by his attorney holder, his brother **MR. BHARAT NIHCHALDAS PARIANI**, son of late Shri Nihchaldas Pariani aged 53 years, married, businessman, holder of PAN Card No. _____, Aadhar Card No. _____, Mobile No. _____, Indian National, resident of 301/302, Nihchal Mall Residency, Block 'B', Gaurra Wado, Calangute, Bardez, Goa 403516, duly appointed vide power of attorney dated 19/03/2010, executed before Notary S. J. Sardesai, Notary of Bardez Division, Goa, under registration No. 12246/2010;

AND WHEREAS the "**PURCHASERS/ BUILDERS**" No.2 herein is represented in this Deed/ Indenture by its Authorized Signatory **MR.DINESH SURESH DHANWANI**, duly authorized vide resolution dated 15/06/2023.

AND WHEREAS, there exists an immovable property /part and parcel of land admeasuring **800 sq. mts.**, bearing Survey No. **28/5** of Village Candolim, (old cadastral Survey No.1231), which immovable property is known as "**TOLEA XIR**" also known as "**TOLLÉM SIR**" also known as "**TOLIA SIR**" also known as "**TOLIE SIR**", situated at Candolim, within the limits of Village Panchayat of Candolim, Taluka and Registration Sub-District of Bardez, District North Goa, in the State of Goa, which property is described in the Land Registration Office of Bardez, under No. 27181 at Folio 39 (R) of Book B-70 and is enrolled in the Taluka Revenue Office under Matriz No. 721. The said property also inscribed under Inscription No 20136, which

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property is described in detail in the Schedule-I, written hereunder and hereinafter shall be called as the "SAID PROPERTY-I" for the sake of brevity and shall form subject matter of this Deed.

AND WHEREAS, the predecessor in title of the Vendors/Owners Smt. Namrata Omprakash Pariani, came to be lawful owner in possession of the "SAID PROPERTY-I" having purchased the same from Mr. Gopal Damodar Sinai Bhobe Kakulo and Mrs Subhadrabai Gopala Sinai Bobo E Caculo, under a Deed of Sale dated 25/10/2010 registered under Book No. I, Doc. Reg. No. BRZ-BK1-04335-2010, CD No. BRZD98 in the office of Sub-Registrar of Bardez.

AND WHEREAS the Vendors/ Owners Nos. 1 & 2 of the First Part herein acquired ownership, right, title and interest in the "SAID PROPERTY-I" having purchased the same in Ratio of 50:50 each, from Smt. Namrata Omprakash Pariani, by virtue of a Deed of Sale dated 23/10/12, duly registered in the office of the Sub-Registrar of Bardez at Mapusa at Book-1 Document under Registration No. BRZ-BK1-04396-2012, CD Number BRZD392 dated 25/10/2012.

AND WHEREAS touching the western boundary of the "Said Property-I" there exists an immovable property admeasuring **675 sq. mts.**, forming a part of the property known "**PREDIO GON**", situated at Candolim, within the limits of Village Panchayat Candolim, Taluka and Registration Sub-District Bardez, District North Goa, in the State of Goa, described in the Land Registration Office under Description No. 3235 of Book B-9 (New). The said property is also inscribed under Inscription No. 28746, Revenue Office Bardez, which property is surveyed under **No. 28/4** of Village Candolim, (Old Cadastral Survey No. 1232), which immovable property is more particularly described in the Schedule II, hereinafter referred to as the "**SAID PROPERTY -II**".

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AND WHEREAS the Vendors/ Owners Nos. 2 and 3 of the First Part herein acquired right, title and interest in the said property-II, having purchased the same in Ratio of 50:50 each, from Mr. Mahadev Mohan Sinai Bobo Caculo alias Manoj Mohan Sinai Bobo Caculo alias Manoj Mohan Caculo, alias Mr. Suraj Mohan Sinai Bobo Caculo alias Suraj Mohan Caculo, and Mrs. Shefali Suraj Caculo, by virtue of a Deed of Sale dated 24/10/2013, found registered in the office of the Sub-Registrar of Bardez at Mapusa at Book-1 Document under Registration No.371 at Pages 147 to 163 of Book I, Volume No. 3021 dated 30/10/2013.

AND WHEREAS the "SAID PROPERTY-I" and the "SAID PROPERTY-II" totally admeasures **1,475 sq. mts.**

AND WHEREAS pursuant to the purchase of the "SAID PROPERTIES -I & II", the Vendors/ Owners herein got the names of Vendors/ Owners No. 1 and 2 mutated in the occupants column of Form I & XIV in respect of "THE SAID PROPERTY-I", and the names of Vendors/ Owners No. 2 and 3 mutated in the occupants column of Form I & XIV in respect of "THE SAID PROPERTY-II".

AND WHEREAS both the said properties-I & II for the purpose of approvals, were amalgamated by the Town & Country Planning Department, which approval was granted vide approval dated 16/12/2014 under No. TPBZ/51/Case/TCP/14/4019.

AND WHEREAS pursuant to the purchase of the said properties, the Vendors/ Owners herein have obtained the following approvals/ permissions/ NOC's from the concerned licensing authorities:-

- a) Conversion Sanad dated 13/09/2011, under No. CNV/BAR-II/37/2011/4196 for an area of 498 sq. mts., in

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- respect of Survey No. 28/5 (Part) issued by the Dy. Collector & S.D.O. Bardez, Mapusa, Goa.
- b) Conversion Sanad dated 18/10/2012, under No. CNV/BAR-II/110/2011/4849 for an area of 305 sq. mts., in respect of Survey No. 28/5 (Part) issued by the Dy. Collector & S.D.O. Bardez, Mapusa, Goa.
 - c) Conversion Sanad dated 9/02/2015, under No.RB/CNV/AC-I/113/2013 for an area of 675 sq. mts., in respect of Survey No. 28/4 issued by the Addl. Collector-INorth Goa.
 - d) Construction License dated 10-11-2017 issued by the Office of Village Panchayat Candolim under No.VP/32/4/2930/27/2017-18.
 - e) Approval for Revised Development Permission from North Goa Planning and Development Authority for revision of residential building, compound wall and swimming pool in **THE SAID PROPERTIES -I & II** approved vide Order dated 18/01/2019 under Ref. No. NGPDA/Can/44/128/3262/2019 and Ref. No. NGPDA/Cal/44/174/422/2016.
 - f) Revised Construction License dated 29/03/2022 bearing No. VP/32/4/3699/19/2021-22 issued by the Village Panchayat of Candolim for the proposed Construction of Residential Building/ swimming pool in the Said Property I & II hereby sold.
 - g) Renewal Order Permission dated 20/06/2023 from office of the Senior Town Planner of residential building, compound wall and swimming pool in **THE SAID PROPERTIES-I & II** Renewal vide Order under Ref. No. TPBZ/51/Can /TCP-2023/5252 with the above mentioned Approvals & Permissions Vendors / Owners have taken Approvals From North Goa Planning & Development Authority for 10 Double Bed Apartments/flats in South Block/wing & 20 Single Bed Apartments/flats in North Block/wing

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20/06/2023

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AND WHEREAS, the Vendors/ Owners have represented to the PURCHASER/ BUILDERS that:

- i. The Vendors/ Owners are the absolute Owners in possession of, and are otherwise sufficiently entitled to, the SAID PROJECT LAND totally admeasuring 1475 sq. mts., under Survey Nos. 28/5 & 28/4 of Village Candolim, Bardez, Goa, free from all encumbrances, and that besides them no other person(s) is/ are entitled to the Said Property I & II hereby sold. The VENDORS/ OWNERS are in peaceful and uninterrupted possession and enjoyment of the SAID PROPERTIES.
- ii. The VENDORS/ OWNERS hold, possess and enjoy a clear and marketable title to the Said Property I & II hereby sold and are capable of transferring a clear and marketable title and that the VENDORS/ OWNERS are free to dispose the Said Property I & II hereby sold by way of sale or to undertake the development of the Said Property I & II hereby sold and construct thereon building scheme as per approvals.
- iii. The Said Property I & II hereby sold are fit for development and there is no legal impediment in the construction of building scheme as per approvals and as detailed herein.
- iv. The VENDORS/ OWNERS have not entered into any agreement for sale, transfer or development of the Said Property I & II hereby sold with any third party / person nor is the Said Property I & II hereby sold subject matter of any will or gift, memorandum of understanding (oral or written) or any other writing by whatever name called, creating any third party right in favour of any third party.

Prakash V.M.    



- v. There is no impediment to enter into and execute this Deed / INDENTURE under any law or contract nor there any statutory prohibition on sale/ development/ conveyance. The Said Property I & II hereby sold are not subject to any acquisition proceedings or encumbrance, howsoever remote, of any kind. The Said Property I & II hereby sold has not been mortgaged or offered as collateral for securing any loan or for obtaining any advance whatsoever from any individual, Bank or Financial Institution and it is not subject to any statutory or any other charge for payment of income tax or gift tax.
- vi. There is/ was no statutory bar or prohibition to acquire/ hold the SAID PROPERTIES, including but not limited to, any provisions under the Goa Town & Country Planning Act, Goa Land Revenue Act or any other provision of law applicable to the SAID PROPERTIES.
- vii. The VENDORS/ OWNERS have paid all the property taxes and all other levies by whatever name called, till date.

AND WHEREAS the names of the VENDORS/ OWNERS appears in the occupant's column of Form I and XIV of the Said Property I & II hereby sold and besides them no other name appears in the occupant's column or any other column thereof.

AND WHEREAS as per the Town and Country Planning Department; the SAID PROPERTIES are classified as S1 Zone with an F.A.R. of 100%.

AND WHEREAS On the basis of the above representations, the PURCHASERS/ BUILDERS herein approached the Vendors/ Owners and expressed its desire to purchase the Said Property I & II hereby sold from the Vendors/ Owners and in consideration of the Said Property I & II hereby sold offered to allot on ownership basis, constructed saleable area in the Said

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Property I & II hereby sold, **9 Nos. of flats / Units / Apartments along with proportionate undivided rights, share and interest in the Said Property I & II hereby sold** to the Vendors/ Owners and the Vendors/ Owners have agreed to the **Said Offer**.

AND WHEREAS the Vendors/ Owners have represented and declared to the Purchasers / Developers that:-

- a) That the Vendors/ Owners are in exclusive and peaceful possession and enjoyment of the Said Property I & II hereby sold.
- b) That no person (s) other than the Vendors/ Owners has any right, title and/ or interest in the Said Property I & II hereby sold.
- c) That Vendors/ Owners have an absolute right to dispose and/ or sell or enter into Deed of Sale in respect of the Said Property I & II hereby sold, and/ or deal with it in any manner whatsoever.
- d) That the Vendors/ Owners have a clear and marketable title to the Said Property I & II hereby sold.
- e) That there are no Mundcars and/ or persons entrusted with Watch/ Ward duties and or any persons claiming agricultural tenancy and or any other right whatsoever in, to any part or over the Said Property I & II hereby sold, and or any part thereof.
- f) That there is no legal bar or impediment to enter into Sale Deed/ Development Agreement in respect of the Said Property I & II hereby sold, and that the Said Property I & II hereby sold, are free from encumbrances, liens and/ or charges.
- g) That no notices from the Central or State Government or any other local body or authority under any Village Panchayat or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition and/ have been received by and/

Prakash V.M.



or served in respect of the Said Property I & II hereby sold, nor any part thereof.

- h) That neither the Said Property I & II hereby sold nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, Law and or Regulation and or under any subsisting Order, Judgement and or Decree of any Court of Law.
- i) That as regards the Said Property I & II hereby sold there is no restraining order from any Civil Court, Criminal Court/ Revenue Court or any other Authorities.
- j) That the Vendors/ Owners have not entered into any agreement, understanding and or arrangement for sale, development and or disposal or otherwise howsoever with any other party in respect of the Said Property I & II hereby sold and/ or any part thereof.

AND WHEREAS the Purchasers/ Builders have after satisfying itself as regards to the title of the Said Property I & II hereby sold and all documents relating to the Said Property I & II hereby sold and based on the Technical clearance, permissions and licenses issued in respect of the Said Property I & II hereby sold, agreed to purchase the Said Property I & II hereby sold from the Vendors/ Owners and the Vendors/ Owners have agreed to sell the Said Property I & II hereby sold totally admeasuring 1,475 sq. mts., (800 Sq.mts + 675 sq.mts) to the Purchaser/ Builders and as consideration thereof the Purchasers/ Builders have agreed to allot and hand over to the Vendors/ Owners on ownership basis, built-up area, admeasuring 805.883 sq. mts, in the form of 9 FLATS / APARTMENTS, 8 flats/ Apartments admeasuring carpet area 73.42 sq. mts and 95.446 sq. mts., built up area each & 1 flat admeasuring 32.55 sq. mtrs., carpet area and built up area 42.315 sq. mts., as mentioned in detail below as per Schedule - III, (totally admeasuring 619.91 sq. mts., carpet area, and built up area 805.883 sq. mts, which allotment is accepted by the

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Vendors/ Owners, which 9 flats are explained in detail at Schedule -III as the Vendors / Owners built-up area also shown in the plans /sketches annexed to this Deed.

AND WHEREAS the above said 8 Double Bedroom FLATS/ UNITS/ APARTMENTS, in South Block and 1 Single bedroom FLAT / UNIT/ APARTMENT in North Block, as mentioned below as per Schedule -III hereto, shall be handed over on ownership basis along with proportionate undivided right, share and interest in the Said Property I & II hereby sold in favour of the Vendors/ Owners, on receipt of the Occupancy Certificate for the Project, from the Village Panchayat, to be constructed on the Said Property I & II hereby sold as per the specifications mentioned in Annexure-A and along with allotted free 9 covered car parking, (all in South Block) one each for each flat / Apartment respectively as mentioned in Schedules, as per the Attached Plans, the above 9 FLATS agreed to be handed over unto the Vendors/ Owners shall hereinafter be referred to as the "VENDORS / OWNERS BUILT-UP AREA" and more particularly described in Schedule -III annexed herewith and are marked in red colour on the Floor Plans annexed herewith.

AND WHEREAS the Parties have now decided to execute the Deed of Sale with respect to the Said Property I & II hereby sold so as to completely transfer the Said Property admeasuring area admeasuring 852.55 sq. mts., upon 1475 sq. mts., amounting to 57.8% proportionate / undivided right / share in the Said Property I & II hereby sold in favour of the Purchasers/ Builders.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

- 1) That pursuant to the negotiations, discussions and agreement by and between the parties hereto the Vendors/ Owners do hereby sell, transfer, allot and assigns the Said Property I & II hereby sold to the

Prakash V.M



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Purchasers/ Builders and as consideration thereof, the Purchasers/ Builders allot on ownership basis to the Vendors/ Owners, the Vendors built-up area/ the Said 9 Flats / Units/ Apartments (8 double bedroom flats in South Block and 1 single bedroom flat in North Block) admeasuring a total built-up area, 805.883 sq.mts., in the form of 9 Flats/ Apartments, as mentioned in the Schedule -III herein below along with proportionate undivided share/ right of 42.2% in said both properties amounting to 622.45 Sq. mtrs upon 1475.00 sq.mts. undivided right / share and interest in the Said Property I & II hereby sold together with the allotted free 9 covered car parkings, one each for each flat (all in South Block) respectively as mentioned herein above, to be handed over to the Vendors/ Owners on completion of Construction of the Project on the Said Property I & II hereby sold and on receipt of the "Occupancy Certificate" from the Village Panchayat of Candolim, Bardez, Goa, as full and final settlement in kind of the entire consideration amount towards the purchase of the Said Property I & II hereby sold.

- 2) That the balance Flats / Apartments 21 in No's (19 1BHK & Two 2BHK) admeasuring carpet area 848.74 sq.mts and 1103.65 sq.mts built-up area as mentioned herein below as per Schedule-IV together with the 57.8% proportionate /undivided right / share corresponding to area admeasuring 852.55sq.mts., upon 1,475 sq.mts., of the project land is retained by the Purchasers/ Builders as absolute owners of the same.
- 3) Out of the 21 Flats / Apartments retained by the Purchasers / Builders - 20 Flats / Apartments bearing Nos. 001, 002, 003, 004, 101, 102, 103, 104, 201, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404 and 405 are Retained / allotted to the Purchaser / Builder No. 2 along with the

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proportionate undivided share in the land along with stilt Parkings under No.s P-1, P-3, P-6, P-7, P-8, P-9 and open car parkings P-19 to P-32 as per the attached parking plan / sketch herein after referred to as the Purchaser / Builder N. 2 car parking spaces have shown delineated in green colour in the annexed plans.

- 4) Out of the 21 flats remaining one 2 bhk flat bearing flat No 406 admeasuring carpet area 73.42 sq. mts., and 95.446 sq.mts built up area on top / Fourth Floor of south block along with open & covered terrace with plunge pool, above the said apartment along with the proportionate undivided share in land is allotted exclusively for the Purchaser/ Builder No. 1 i.e. Mr. Omprakash Nihchaldas Pariani on Ownership basis which flat is shown in plan annexed herewith in yellow colour along with stilt car parking Nos. P-2, P-4 & P-5 as shown in yellow colour in the annexed plans in North Block.
- 5) The Purchasers/ Builders herein have been put in possession of the said properties I and II hereby sold since the month of June 2022, so as to facilitated the speedy completion of the work.
- 6) That the parties hereto i.e. the Vendors / Owners and the Purchasers / Builders are free to retain or to independently dispose off the Flats / Apartments by way of sale/ agreement/ any indenture to any prospective purchasers without the consent of each other.
- 7) The Purchasers/ Builders shall hand over possession of the Said 9 Flats as detailed in Red in Schedule III and one car parking for each flat to the Vendors/ Owners to be constructed on the Said Property I & II hereby sold (8 flats in south block and 1 flat in North Block), on or before a particular date of completion as will be mentioned in the

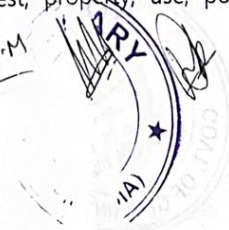


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Goa RERA Registration Certificate or within a period 18 months with 8 months grace period from the date of execution of these presents whichever is earlier.

- 8) However, any delay in granting water connection/ electricity connection, issuance of Occupancy Certificate by the concerned Authorities for reasons not attributable to the Purchasers/ Developers or if the delay has been occasioned by any Act of God, Force Majeure, any natural calamities, pandemic such as present COVID-19 pandemic, Restraining Order from any Appropriate Authority or Judicial Body, defect in title, non-availability of raw material due to Government Restraints and or due to Government Order, delay caused due to delay on the part of the Owners/ Vendors in finalizing interior works/ changes of the flats allotted to the Vendors/ Owners or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the Purchaser/ builder, shall not be attributable to the Purchasers/ Builders and delay caused due to the above reasons shall be excluded from the stipulated time mentioned above for completion / construction of the Project.
- 9) The Vendors/ Owners as absolute owners, do hereby grant, sell, transfer, assign, assure and convey the Said Property I & II hereby sold more particularly described in Schedule - I and II herein below, UNTO the said Purchasers/ Builders together WITH all the trees, drains, ways, paths, passages, common gullies, water courses, sewage facility well connected to the public sewage facility, lights, liberties, privileges, easements, advantages and appurtenances to the Said Property I & II hereby sold usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, use, possession, claim and demand

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whatsoever of the Vendors/ Owners into and upon the Said Property I & II hereby sold and every part thereof hereby granted and conveyed and expressed so to be UNTO AND TO THE USE OF THE SAID PURCHASERS/ BUILDERS forever, as distinct and dis-annexed property from the Vendors/ Owners SUBJECT HOWEVER to payment of all taxes, rates, assessments, dues and duties hereafter to become due and payable to the Government or any other Local or Public Body in respect thereof.

10) That the vendors/ owners do hereby jointly and severally indemnify the Purchasers/ Builders against all third party claims if any made to the said properties I and II, all such claims shall be settled by the Vendors / Owners at their own cost without disturbing the title and possession of the Purchasers/ Builders.

11) The Vendors/ Owners DO HEREBY COVENANT WITH THE PURCHASERS/ BUILDERS that notwithstanding any act, deed or thing done or executed by the Vendors/ Owners or knowingly suffered to the contrary, the Vendors now have in themselves good right, full power and absolute authority to grant the Said Property I & II hereby sold granted and conveyed or expresses so to be UNTO AND TO THE USE OF THE SAID PURCHASERS/ BUILDERS in a manner aforesaid and THAT the Purchasers/ Builders shall and may at all times, hereafter quietly and peacefully possess and enjoy the Said Property I & II hereby sold and receive profits thereof without any lawful eviction, interruption, claims and demand whatsoever from or by the Vendors/ Owners or any person or persons lawfully or equitably claiming from any estate or interest in the Said Property I & II hereby sold or any part thereof or part of the same, under or in trust for them AND FREE FROM ALL ENCUMBRANCES WHATSOEVER made or suffered by the Vendors/ Owners or any person or persons lawfully or

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equitably claiming any estate or interest in the Said Property I & II hereby sold or any part thereof or part of the same.

- 12) That the Purchasers/ Builders are already put in possession of the Said Property I & II hereby sold as exclusive owners of the Said Property I & II hereby sold to be held, owned and possessed by the Purchasers/ Builders forever and uninterruptedly as its absolute owners in possession, without any harm and hindrance from the Vendors/ Owners and/ or any person on their behalf, so as to enable the Purchasers/ builders to put up the construction thereon which work has been already started by the Purchasers/ Builders.
- 13) The Vendors/ Owners do hereby jointly and severally indemnify the Purchasers/ Builders against all/ any Third Party claims if made to the Said Property I & II hereby sold which claim if any, shall be settled by the Vendors/ Owners at their own cost without in any way disturbing the Purchaser's title and possession of the Said Property I & II hereby sold.
- 14) That the Vendors/ Owners covenant that they have not entered into any Agreements or Memorandum of Understanding or Agreement for Assignment of Rights etc as regards to the Said Property I & II hereby sold with any third party.
- 15) That the Vendors/ Owners covenant with the Purchasers/ Builders that the Vendors/ Owners have a marketable title to the Said Property I & II hereby sold and the Vendors/ Owners assure the Purchasers/ Developers that they have not in any way encumbered, alienated and/ or mortgaged the Said Property I & II hereby sold nor there any charges, liens, attachments, claims, demands with

Richard V. M.



[Signature]

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[Signature]

respect to the Said Property I & II hereby sold and the Vendors/ Owners are conveying the absolute and exclusive right, title, interest, Ownership and Possession of the Said Property I & II hereby sold unto the Purchasers/ Builders, free from any encumbrances and/ or defects in the title and assured and/ or released from all encumbrances.

- 16) The Vendors/ Owners covenant with the Purchasers/ Builders that the Vendors/ Owners have not done, permitted or knowingly and willingly suffered or been party to any act, whereby the Vendors/ Owners are prevented from conveying the Said Property I & II hereby sold in the manner aforesaid.
- 17) That the Vendors/ Owners shall at all times do all that is required to better assure the title of the Said Property I & II hereby sold in favour of the Purchasers/ Builders as per the request and at the cost of the Purchasers/ Builders and agree to sign, verify and execute all such other documents, instruments and applications as may be required to be signed, verified and executed in furtherance of the objects of these presents.
- 18) That those residents of the flats / units / apartments having pet animals shall ensure that such animals shall be vaccinated adequately and obtain all requisite permissions required under law. Such pets shall not be allowed to enter lift or swimming pool. Pets while in common areas shall be leashed at all times and due care shall be taken to ensure that they do not urinate or defecate in the building, staircase, lift, swimming pool, walkway, patio, parking lot and common areas. That by the Owners of such pets, a litter box shall be maintained while in the dwelling flat/Apartment and no pets shall be fed or watered in the common areas of the society. Due care



The bottom of the page features several handwritten signatures and stamps. On the left, there is a circular stamp with the word 'NOTAR' visible. To its right, there are several handwritten signatures in black ink, some of which are accompanied by smaller, less legible stamps or markings.

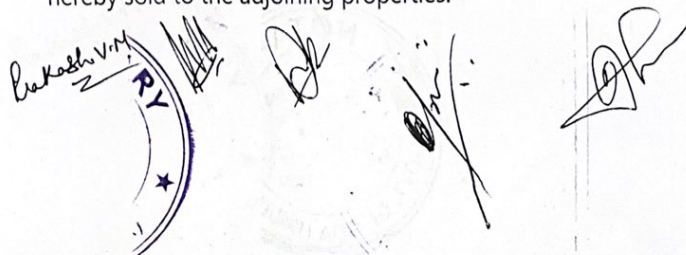
shall be taken by the owners that their pets do not disturb or cause nuisance to the other residents of the Society regardless whether inside or outside the dwelling flat/Apartment. All such animals shall be restricted to cats, dogs and birds which shall be properly caged. Every Attack Of Pets to other Members or their guest/servant will be fined 1 lakh Rupee and every bite of petto other Members or their guest/servant will be fined 2 lakhs rupees and funds Collected will go to society for maintenance.

19) The Vendors/ Owners hereby covenant that the Vendors/ Owners have paid all taxes, cess, charges to the concerned Authorities relating to the Said Property I & II hereby sold, payable as on the dated of the Deed of Sale, if any claim is made in this respect which pertains to the date prior to the execution of these presents by any Department/ Authorities, it shall be the responsibility of the Vendors/ Owners.

20) The Owners /Vendors declare that they have no objection to the Purchasers /Builders to Mutate and include their Name in occupant's column of SurveyForm / I and XIVForm in respect of the said property-I and the said property-II.

21) The Owners / Vendors declare that they have no objection to the Purchasers / Builders to amalgamate any adjoining property or Properties & use Road Network of both the said properties for Approval & usage of any adjoining property owned either presently or prospectively by the Purchasers / Builders / their Nominees.

22) The Owners/ Vendors hereby grant unconditional no objection to the Purchasers / Builders /their Nominees to use the access Road to pass from the said properties hereby sold to the adjoining properties.



23) The project name finalized by both the parties is KESHAVA PRAKASSA.

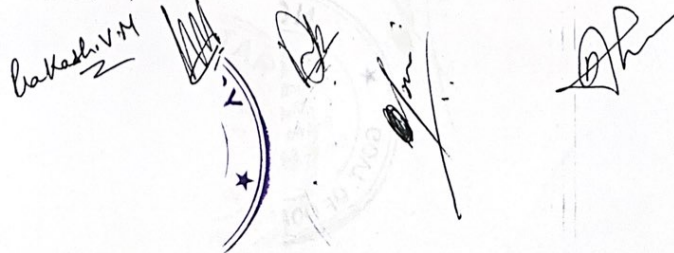
24) That for the purpose of maintenance of the said Buildings/ structures Electricity, Water Bills, Security Person, Gardener Etc Charges of project the Vendors/ Owner should fully co-operate with the Purchasers / Builders and shall timely pay on monthly basis the charges of the maintenance in favour of the Purchasers/ Builders No. 2, till the co-operative housing society / Maintenance society is formed.

25) The parties hereto further agree that for the purpose of maintenance they shall constitute a maintenance society to be mutually agreed. Till such time the maintenance shall be under The Purchaser / Builder No. 2. The Maintenance society shall be formed within a period of 24 months from the date of Occupancy.

26) All expenses concerning the Preparation, Execution and Registration of this Deed of Sale are to be borne by all the Parties in accordance / proportion to their respective share.

27) That for all purposes, the proportionate share for all purposes shall be on the said property-I and the said property -II jointly.

28) The market value of the Said Property I & II hereby sold admeasuring 1,475 sq. mts., is valued at Rs.1,47,50,000/- (Rupees One Crore Forty Seven Lakhs and Fifty Thousand Only) and built-up area allotted to the Vendors/ Owners totally admeasuring 805.883 sq.mts., in the form of 9 Flats/ Units/ Apartments, as mentioned in the Schedule -III is

Prakash V.H


valued at Rs.3,22,36,000/- (Rupees Three Crore Twenty Two Lakhs and Thirty Six Thousand only).

29) Accordingly, the Stamp Duty has been paid on this Deed of Sale on the combined market value of the Said Property I & II hereby sold/ transferred in favour of the Purchasers/ Builders corresponding to an area admeasuring 852.55 sq.mts., upon 1,475 sq.mts., is valued at Rs.85,00,000 (Rupees Eighty Five Lakhs only) of the project land and the built-up area of the 9 Flats / Units / Apartments totally admeasuring built up area of 805.883 sq.mts., allotted to the Vendors/ Owners is valued at Rs.3,22,35,320/- (Rupees Three Crore Twenty Two Lakhs and Thirty Five Thousand and Three Hundred and Twenty only) and on a combined value of Rs.4,07,36,000/- (Rupees Four Crore Seven Lakhs and Thirty Six Thousand only) Stamp Duty at the rate of 5% amounting to Rs. 20,36,800/- (Rupees Twenty Lakhs Thirty Six Thousand and Eight Hundred only) is paid on this Deed of Sale.

30) Similarly, Registration Fee at the rate of 3% amounting to Rs.12,26,700/- (Rupees Twelve Lakhs Twenty Six Thousand and Seven Hundred only) on the combined value of Rs.4,07,36,000/- (Rupees Four Crore Seven Lakhs and Thirty Six Thousand only) has been paid on this Deed of Sale.

31) That the parties to this Deed of Sale hereby declares that the Said Property I & II and the Built-up area in transaction as above does not belong to Schedule Caste or Schedule Tribes pursuant to the Notification No. RD/LND/LRC/318/77 dated 21/08/1978.

Prakash V.M.    



SCHEDULE I
(DESCRIPTION OF THE Property-I Hereby Sold)

All that part and parcel of land admeasuring **800 sq. mts.**, bearing Survey No. **28/5**(Old Cadastral Survey No. 1231) of Village Candolim, identified as "**TOLEA XIR**" also known as "**TOLLEM SIR**" also known as "**TOLIA SIR**" also known as "**TOLIE SIR**", situated at Candolim, within the limits of Village Panchayat of Candolim, Taluka and Registration Sub-District of Bardez, District North Goa, in the State of Goa, which property is described in the Land Registration Office of Bardez, under No. 27181 at Folio 39 (R) of Book B-70 and is enrolled in the Taluka Revenue Office under Matriz No. 721, the said property shall hereinafter be called as "**THE SAID PROPERTY-I**" and is bounded as under:-

East	: By property bearing Sy. No. 29/0 of Candolim;
West	: By property bearing Sy. No. 28/4 of Candolim;
North	: By 6 Mts., Candolim ODP road & Beyond that the Property bearing Sy. No. 29/0 of Candolim;
South	: By property bearing Sy. No. 28/11 of Candolim.

The said property is delineated with red colour boundary on the survey plan annexed herewith.

SCHEDULE II
(Description of the Property-II Hereby Sold)

All that part and parcel of land admeasuring 675 sq. mts., forming a part of the property known "**PREDIO GON**", situated at Candolim, within the limits of Village Panchayat Candolim, Taluka and Registration Sub-District Bardez, District North Goa, in the State of Goa, described in the Land Registration Office under No. 3235 of Book B-9 (New) and enrolled in the Taluka Revenue Office under Old Cadastral No. 1232 and is surveyed under **No. 28/4** of Village Candolim the said property shall

Resubdivided   

hereinafter be called as "**THE SAID PROPERTY- II**", which property is bounded as under:-

East : By Sy. No. 28/5 of Candolim;
 West : By Sy. Nos. 28/3 and 28/10 of Candolim.
 North : By 6 mts wide candolim ODP road & Beyond that, the property bearing Sy. No. 29/0 of Candolim;
 South : By Sy. No. 28/12 of Candolim;

SCHEDULE III
(Description of the VENDORS/ OWNERS PREMISES)
(Flats/ Units)

To The VENDORS/ OWNERS-

- a) On Ownership basis, 9 flats/ Units / Apartments i.e. 8 double bedroom flats/ Units / Apartments, on the South Block in the SAID PROJEC Teach Apartments admeasuring 73.42 sq.mts carpet area and 95.446 Built-up area and 1 Single bedroom flat/ unit/ Apartment admeasuring 32.55 sq. mts., and built-up area 42.315sq.mtsin North Block, admeasuring total carpet area 619.91 sq. Mts., and total built-up area of 805.883 sq.mts allotted to the Vendors/ Owners (hereinafter referred to as **VENDORS/ OWNERS UNITS/ FLATS/ APARTMENTS/**) (along with proportionate undivided share/ right of 42.2% in said properties amounting to 622.445 upon 1475 sq.mt.) in the SAIDPROJECT in the said property I and said property - II along with undivided proportionate rights/ share of 42.2% in facilities/ structures constructed/ created for common use of all the Unit Holders, including Swimming Pool, Security Rooms, Landscaping Works, Access Road/s, etc. if any. The said 9 flats/ units/ apartments allotted to the Vendors/ Owners areas follows;

[Handwritten signatures and stamps]

[Circular stamp: RY JIA]