

For CITIZEN CREDIT  
CO-OP. BANK LTD.

*Rodrigues*  
Authorized Signatory

(Rupees Sixty six thousand and Sixty three Only)

CITIZEN CREDIT CO-OP BANK LTD  
SURVEY NO. 125/2, PLOT NO. 158  
NEAR TEEN BUILDING  
ALTO, PORVORIM  
BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD



INDIA

भारत 16935  
186939

NON JUDICIAL  
AUG 29 2016

17:40

R. 0066063/- PB7147

STAMP DUTY

GOA

Name of Purchaser Mr. Suraj Morajkar

3879/2016

660631-



### DEED OF SALE

THIS DEED OF SALE is made and entered into at Bardez,  
Mapusa- Goa on this 30th day of the month of August of  
the year Two Thousand and Sixteen (30/08/2016) by and

*Sheryl Carvalho*

**BETWEEN**

1) **MR. EDMUND CARVALHO**, son of late Joseph Carvalho, aged 78 years, widower of late Carmen Carvalho, retired, holding Pan Card No. AHGPC3988A, Ph. No. 022-28943716

2) **MR CARL BRUNO CARVALHO**, son of Edmund Carvalho, aged 46 years, unmarried, in service, holding Pan Card No. AIRPC8170E, Ph. No.9967218627

3) **Ms. CHERYL ESMERALDA CARVALHO**, daughter of Edmund Carvalho, aged 42 years, unmarried, in service, holding Pan Card No. ADIPC7155M, all Indian Nationals, residing at Carl Bungalow, Plot 31 -A/2, X Road, No. 5, I.C.Colony, Borivali ( West), Mumbai 400 103, Ph. No. 9892979300 hereinafter referred to as **THE VENDORS** (which expression, shall unless it be repugnant to the meaning and context thereof, be deemed to mean and include all their legal heirs, successors, executors, representatives, administrators and assigns ) **OF THE ONE PART.**

*Cheryl Carvalho*

*[Signature]*

**A N D**

4) **MR. SURAJ MORAJKAR**, aged 45 years, son of Sagun Morajkar, Businessman, Holding PAN Card No. AEMPM7614J, residing at Saipem, Candolim, Bardez, Goa, 403114, Ph. No. 9823038923, hereinafter called the **PURCHASER** (which expression, shall unless it be repugnant to the meaning and context thereof, be deemed to mean and include all his legal heirs, successors, executors, representatives, administrators and assigns) **OF THE SECOND PART.**

All parties are Indian Nationals

(The Vendor No. 1 and 2 are herein represented by their POA holder Vendor No. 3-Ms. Cheryl Carvalho, vide POA dated 20/8/2016, registered before the Notary Ashok M. Pandya, Borivali, Mumbai.)

*Cheryl Carvalho*

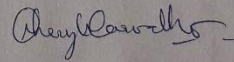
*[Signature]*

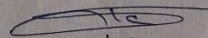


The Vendors has Represented to the Purchaser as under: \_

That the Vendors are Owners/ Co-Owners of the One Fourth portion of property admeasuring 2300 Sq mts., known as SALAICHEM BATA, also known as SAIBHAT, together with the residential house therein, situated at Marra, Bardez, Goa, within the Jurisdiction of the Village Panchayat of Pilerne Marra, within the registration sub-district of Bardez, of the district of North Goa and State of Goa.

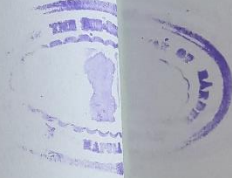
That the said property was originally a part of the separate two thirds part of the property known as 'Half of the eastern side of Salichem Bata or Folleachy Araddy' which property as a whole, was described in the Land Registration Office of Bardez under description No.9746 of book B 26 new at folio 7 and enrolled in the Taluka Revenue Office under Matriz No. 859. This property forms part of the larger property described under No. 1864 at page 302 of Book B new 5. (hereinafter referred to as the said property)





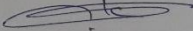
That the said property originally belonged to one Mr. Putty Poroba Chimbolcar.

That vide Deed of sale and Cancellation dated 21/12/1901 the said Putty Poroba Chimbolcar sold the said property to Vincent Sebastiao Pereira.



Subsequently on 26/12/1901, at the request of Vincent Sebastiao Pereira, the Office of the Land Registrar of Ilhas cancelled the mortgage inscription No. 2186 made on book C 10 new at Folio 31 overleaf on the property described in the Land Registration office of Bardez under No. 1864 of book B 1, new of transcriptions of Bardez which was constituted by Puty Porobo Chimbolcar and his wives in favour of said Vincent Sebastiao Pereira.

On 26/12/1901 the name of said Vincent Sebastiao Pereira was permanently inscribed under inscription No.5979 of book 55 at folio 31 overleaf, by virtue of Deed of sale and Cancellation dated 21/12/1901 and the said property purchased by Vincent Sebastiao Pereira came to be described under No. 9746 of book B 26 new at folio 7

*Cheryl Carvalho*  


as a distinct and independent property.

That Vide Deed of Gift dated 08/3/1914, said Vincente Sebastiao Pereira gifted the said property to his son David Josinho Pereira with the right of usufruct.

That by Virtue of said Deed of Gift dated 08/3/1914, said Shri. David Josinho Pereira became owner in possession of the said property.

That said Shri David Josinho Pereira was married to Teresa Paulina Pereira under the regime of communion of assets.

That Shri David Josinho Pereira and said Teresa Paulina Pereira expired on 13th of December 1959 and 23rd of January 1982 respectively without any will or other disposition of their last wish but leaving behind as their sole and universal heirs their following children namely:

- a) Maxi Fernand married to Frank Fernand
- b) Mary D Souza married to Alex D Souza
- c) Carmen Carvalho married to Edmund Carvalho

*Asheryl Carvalho*

*[Signature]*



d) Sebastian Pereira married to Mrs Alexandra Pereira.

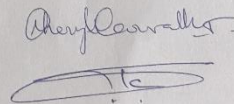
That said Maxi Fernand expired on 7th of June 1965 without any will or other disposition of her last wish leaving behind Mr Frank Fernand as her half sharer who also expired subsequently on 1st of April 2007 leaving behind as their sole and universal heirs their following children :-

- a) Mrs. Doris Mehra married to Vimal Mehra and
- b) Elfin Fernand

That said Sebastian Pereira expired on 27th of June 2005 leaving behind his widow said Mrs Alexandra Pereira and as his sole and universal heirs his following children namely:

- a) Jennifer Tanwar married to Mr.Subhas Singh Tanwar.
- b) Keith Pereira married to Mrs. Sandra Pereira.
- c) Mrs Charmaine Fernandes married to Mr.Merwyn Fernandes.

That said Keith Pereira expired on 1st of March 2004 leaving behind his widow said Sandra Pereira and as his sole and universal heirs his mother Mrs. Alexandra

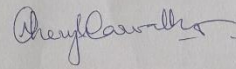
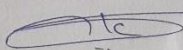


Pereira.

Said Mrs. Alexandra Pereira, who was the widow of Sebastian Pereira herself expired on 20/3/2013 after the Inventory Proceedings.

As such upon the death of said David Josinho Pereira and Teresa Paulina Pereira Inventory proceedings came to be instituted in the court of civil judge senior division at Mapusa namely inventory proceedings no.234/2007/C in which the above said property came to be allotted to Mrs. Maxi Fernand married to Frank Fernand, Mary D Souza married to Alex D Souza, Carmen Carvalho married to Edmund Carvalho and Sebastian Pereira married to Mrs Alexandra Pereira.


After the allotment of the share to Carmen Carvalho, she passed away on 04/8/2014. The Vendors herein are the heirs of Late Carmen Carvalho , the vendor No 1 being her widower and moiety holder, and the Vendors 2 and 3 are her only children, and they have been so declared by a deed of succession dated 24/08/2015. executed before the Sub Registrar of Bardez, Mapusa, Goa.



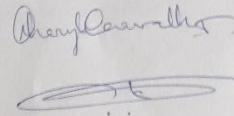
That the vendors herein are jointly having 1/4th undivided share in the said property and said heirs of Maxi Fernand, and Mary D Souza and her husband Alex D Souza, and heirs of Sebastian Pereira are holding 3/4<sup>th</sup> share in the said property.

That In survey No 94/4 there are 3 number of structure occupying all together an area of 790 sq. mtrs .



The Vendors are desirous of selling their undivided 1/4th share corresponding to 377.5 upon 1510 square to the purchaser excluding the area of 790 sq.mtrs occupied by the occupants therein hence the present sale Deed pertains to the area of 377.5 sq.mtrs of survey no 94/4 which is better described in schedule II hereto and is delineated in the plan annexed hereto Green shading and hereinafter referred to as the said 1/4<sup>th</sup> portion of the property..

The vendors herein being owners of 1/4th share in the said survey number are desirous of selling their 1/4th



share in the said property unto the purchasers for the consideration of Rs. 11, 75,000/- (Rupees Eleven Lakhs Seventy Five Thousand only) which is the market value of the said property .

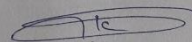
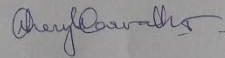
**NOW THEREFORE THIS DEED OF SALE WITNESSETH  
AS FOLLOWS:**

1. In consideration of the amount of 11, 75,000/- (Rupees Eleven Lakhs Seventy Five Thousand only) is paid to the Vendors in the following manner:-

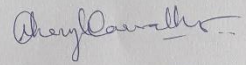
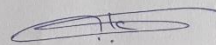
**A.** A sum of Rs. 5,87,500/- paid to Mr. Edmund Carvalho, vide cheque bearing No. 531407, drawn on Canara Bank, Porvorim Branch, dated 29/08/2016,

**B.** A sum of Rs. 2,93,750/- paid to Mr. Carl Bruno Carvalho , vide cheque bearing No. 531408, drawn on Canara Bank, Porvorim Branch, dated 29/08/2016,

**C.** A sum of Rs. 2,93,750/- paid to Ms. Cheryl Esmeralda Carvalho, vide cheque bearing No. 531409, drawn on Canara Bank, Porvorim Branch, dated 29/08/2016,



is paid to the Vendors, receipt of which sum is hereby acknowledged by the Vendors, after deduction of TDS under section 194 IA @ 1%, which are filed in this office, the Vendors do hereby grant, transfer, assure and convey by way of sale unto the Purchaser, the said Vendors do hereby transfer and convey, by way of sale absolutely and forever in the favour of the Purchaser in equal shares all that undivided 1/4th share in the said property better described in schedule II, forming part of the larger property known as SALAICHEM BATA, also known as SAIBHAT, together with the residential house therein, situated at Marra, Bardez, Goa, within the Jurisdiction of the Village Panchayat of Pilerne Marra, within the registration sub-district of Bardez, of the district of North Goa and State of Goa, fully described in the Schedule hereunder TOGETHER WITH all houses, structure, trees, fencing, ways, waterways, easements, liberties, privileges, utilities and any other attributes and appurtenances whatsoever that may go along with the same and that may run with or to the same, free from any and all encumbrances, charges or onus whatsoever, and all the claim, estate, interest, right, title and possession

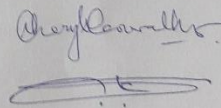


in the said property whatsoever of the Vendors, unto and to the use of the said Purchaser, for him the Purchaser, TO HAVE AND TO HOLD the said property as his own thing absolutely now and ever onwards and that the Purchaser shall enjoy the same as its own chattel without any interference from the Vendor or anyone on its behalf.

2. The Vendors hereby covenants and declares that :

a. That notwithstanding any act, deed or thing whatsoever done by them or any persons claiming by or through or under them, the Vendor have good right, full possession and title and absolute power and authority to convey and transfer the property to the Purchaser by this instrument and the Vendor hereby declares that they have not done or omitted or knowingly or willingly suffered and been party to act, deed or thing whereby they are prevented from selling the said property or whereby the said property has been charged, encumbered or prejudicially affected.

b. The Vendor have not entered into any agreement



and/or sale agreement or mortgage or hypothecation, or any other form of transaction whereby the SAID PROPERTY has been offered as a security for the payment or performance of any money or thing, or sale deed with any other person/s, builders, developers or Purchaser and/or Bank and Financial Institutions of any type, nor received from them any loan, advances, earnest money deposit, advance or deposit in respect of the same.

c. That in the event of any part anywhere in the SAID PROPERTY being lost by the Purchaser on account of any lawful claim made by any person/s claiming title or possession as described above, the Vendors and their heirs shall recoup the Purchaser of all such loss together with all litigation expenses that may be incurred to protect their title to schedule property.

d. That if at any time it is found that any other person/s has got right, title and/or interest in the said property and/or there is any defect in the title of the said Vendors whereby the Purchasers right, title and interest in the SAID PROPERTY is in any way affected and/or at stake then the Vendors shall be liable to cure the defect in the title of the SAID PROPERTY at her own cost and expenses and ensure that the Purchaser get a clean title to the same.

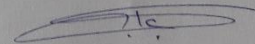
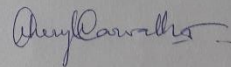
*Shreyas*  
*Shreyas*

e. The Purchaser shall at all time after the execution of the Sale Deed, occupy and possess the SAID PROPERTY peacefully without any interruption, claim or demand from any person whatsoever.

f. That the Vendors are aware that the same Purchaser will be purchasing the remaining one-fourths rights from the other co-owners of the said property and they have no objection to the same.

g. That all claims, taxes, land revenues and other dues owing to any authority, if any, payable in respect of the aforesaid property upto the date of execution of this Deed of Sale have been paid in full by the Vendors and any outstanding dues or arrears in respect thereof shall be the liability and responsibility of the Vendors. After the date of execution of this deed all the taxes and outgoings shall be the liability and responsibility of the Purchaser.

3. The Vendors do hereby assure the Purchaser that they shall, at the cost of the person requiring the same,



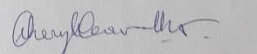
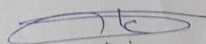


execute such writings and documents and do every act and thing necessary for further and/or more perfectly assuring the property hereunder sold and conveyed to the Purchaser as may reasonably be required.

All taxes, cesses, dues, demands, charges towards electricity and water supply, Panchayat taxes, fees towards registration of the and other services and outgoings payable in respect of this above Said Property have been paid and cleared by the VENDORS up to the date of execution of this Sale Deed absolutely and thereafter it shall be the responsibility of the Purchaser after the execution of the Sale Deed in his favour.

The market value of the said plot hereby transferred is Rs.18,87,500/- (Rupees Sixty Six Thousand Sixty Three Rupees only) and accordingly stamp duty of Rs.66,063/- (Rupees Forty One Thousand Seven Hundred Only ) is paid hereof to this Deed of Sale which is borne by the Purchaser.

Neither the PURCHASER nor the VENDORS hereto are

belonging to Scheduled Caste or scheduled Tribes as per  
Notification No. RD/LAND/LRC/318/77 dated  
21/08/1978 and circular No.16/04/2011-RD dated  
06/06/2011 issued by Govt of Goa.

#### SCHEDULE - I

All that part and parcel of the property bearing survey no  
94 sub-division No.4, known as SALAICHEM BATA, also  
known as SAIBHAT, together with the residential house  
therein, situated at Marra, Bardez, Goa, within the  
Jurisdiction of the Village Panchayat of Pilerne Marra,  
within the registration sub-district of Bardez, of the  
district of North Goa and State of Goa. This property was  
originally a part of the separate two thirds part of the  
property known as 'Half of the eastern side of Salichem  
Bata or Folleachy Araddy' which property as a whole, was  
described in the Land Registration Office of Bardez  
under description No.9746 of Book26 new at folio 7 and  
enrolled in the Taluka Revenue Office under Matriz No.

*Amal Kumar*

*[Signature]*

859. This property, which is a distinct and separate property, is presently surveyed in the record of rights under survey No.94 sub-division No. 4 admeasuring 2300 sq mts., and is bounded as under:-

on or towards the East by the property bearing survey no. 94/5 of Marra,

on or towards the West by the road and by the property bearing survey no. 94/3 of Marra,

on or towards the North by the properties bearing survey nos. 94/3 and 95 of Marra and

on or towards the south by the road and by the property bearing survey no. 94/5 of Marra.

#### **Schedule II**

All that one Fourth portion of property bearing survey No. 94/4 corresponding to 377.5 sq mts /1510 Sq mts., forming part of the larger property described in schedule I situated at Marra, Bardez, Goa, within the Jurisdiction of the Village Panchayat of Pilerne Marra, within the registration sub-district of Bardez, of the district of North Goa and State of Goa.

*Ashwini Karanth*

*[Signature]*



on the East: by property bearing Survey No. 95

on the West: by remaining portion of the property bearing  
Survey No. 94/4

on the North: By remaining 3/4th portion of the property  
bearing Survey No. 94/4

on the south: by Road

**IN WITNESS WHEREOF** the Parties hereto have signed  
this Deed of Sale on the day, month and year first  
hereinabove mentioned.

*Amogh Chavhan*

*[Signature]*

SIGNED AND DELIVERED)

By the withinnamed VENDORS)

in the presence of witnesses)



*Cheryl Carvalho*

Ms. Cheryl Carvalho  
(for self and POA holder for  
Vendor No. 1 and 2)

L.H.F.P

R.H.F.P



*[Signature]*

*Cheryl Carvalho*

SIGNED AND DELIVERED)  
By the withinnamed Purchaser)  
in the presence of witnesses)













Shri. Suraj Morajkar  
Sole Proprietor of  
SUN ESTATES DEVELOPERS

L.H.F.P

R.H.F.P



 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____



In presence of Witnesses



1. Lechan Madkaike Lechan.

2. Ravish Kalarputke Ravish.

Anuj Desai.

S.No.94 / 3

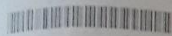
S.No.95

S.No.94 / 4

S.No.70/ 16

S.No.94 / 5





Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 30-08-2016 11:33:46 AM

Document Serial Number : 3879


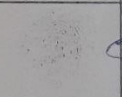
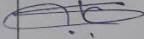
Presented at 10:54:00 AM on 30-08-2016 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	37750.00
2	Processing Fees	400.00
	Total :	38150.00

Stamp Duty Required: 66080.00

Stamp Duty Paid: 66080.00



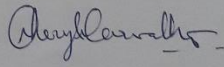
Suraj Morajkar presenter

Name	Photo	Thumb Impression	Signature
Suraj Morajkar, S/o Sagun Morajkar, Married, Indian, age 45 Years, Business, r/o Saipem, Candolim, Bardez Goa. 403114.			

#### Endorsements

#### Executant

1. Cheryl Esmeralda Carvalho, D/o Edmund Carvalho, UnMarried, Indian, age 42 Years, Service, r/o Carl Bungalow, Plot no 31-A/2, X, road No 5. I.C. Colony Borivali (West) Mumbai 400 103. For Self & as POA holder for Vendor no 1, & 2 dated 20.8.2016, executed before Adv Notary Ashok M Pandya at Borivali, Mumbai.

Photo	Thumb Impression	Signature
		



Book-1 Document  
Registration Number BRZ-BK1-03837-2016  
CD Number BRZD782 on  
Date 01-09-2016

Sub-Registrar (Bardez)

Scanned By:- Sadanand

Signature:- Immanuel

Designed and Developed by C-DAC, ACTS, Pune

Authorized Signatory



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Dreher

John C. - 1000th

Janwar

355/20

**BETWEEN**

1) **MISS ELFIN FERNAND**, daughter of late Frank Fernand, aged 64 years, unmarried, retired, holding Pan Card No. AAEPF6616P., residing at: PHIROZE flat 501, 7 ST LEO ROAD, Bandra West Mumbai Pin-400050, Phone Number -9820064426.



2) **MRS. DORIS MEHRA**, daughter of late Frank Fernand, aged 61 years, retired, holding Pan Card No. AAAPM9019K, Phone Number- 9833253954 and her husband

3) **MR. VIMAL MEHRA**, son of Meher Chand Mehra, Service, aged 65 years, holding Pan Card No. AHMPM8485E, both residing at B/303, Winchester, Cross Lane 2, Lokhandwala Complex, Andheri (W), Mumbai Pin Code 400053, Ph No. 9821207490.

*Frank Fernand*  
*Doris Mehra*

*Frank Fernand*

*[Signature]*



4) **MRS. MARY D'SOUZA @ ROSE MARY DSOUSA**, daughter of late David Pereira, aged 81 years, retired, holding Pan Card No. CIAPD4705K, Ph. 022-28304968 and her husband

5) **MR.ALEX THEODORE D'SOUZA**, son of late John Manuel D'Souza, retired, aged 84, Holding Pan Card No. AAHPD7024J, both residing at 304, Millenium Apts., 7, Shivaji Colony, M.V. Road, Andheri(E), Mumbai-400099 Ph. 9820165334.

6) **MRS. SANDRA PEREIRA**, widow of Keith Pereira, aged 53 years, Holding Pan Card No. AKAPP6353R, service, residing at 1C/103, Whispering Palms, Lokandwala Township, Akurli Road, Kandivali (E) Mumbai - 400101.

7) **MRS. CHARMAINE FERNANDES**, daughter of late Sebastian Pereira, aged 49 years, Holding Pan Card No.

*Manuel D'Souza*  
*Alex. D. Souza*

*ATC*

*fanwar*

AAJPF4694C, service, Ph. No. 001 905 826-9358 and her husband

8) **MR. MERWYN FERNANDES**, son of Mario Fernandes, aged 47 years, Holding Pan Card No. AAJPF9010E, service, both residing at 59/55, Tourney Drive, Mississagua, Ontario, Toronto, Canada L5M2P9, Ph. No 001 416 303 0761.



9) **MRS. JENNIFER TANWAR**, daughter of late Sebastian Pereira, aged 62 years, Holding Pan Card No. ADQPT2808L, retired, Ph. No. 9920280510 and her husband

10) **MR. SUBHAS SINGH TANWAR**, son of Magan Singh Tanwar, service, aged 63 years, Holding Pan Card No. AABPT1310R, both residing at 4/401, Park Revenue, Ranjana Deshmukh Marg, Opp. Nare Park, Parel Mumbai

*Manish D. Diche*  
*Shri. S. S. Diche*

*[Signature]*

*J. Tanwar*

Yemenit. Dhech  
Shir 1. 10. Douse.

Stanwar

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All parties are Indian Nationals

(Vendor at Serial No. 3 is herein represented by Vendor No. 2, vide POA dated 05/7/2011, before the Notary Balkrishna S. Shetty, Andheri (E) Mumbai, under Registration No. 64/2011)



(The Vendor at Serial No. 4 is herein represented by Vendor at serial No. 5, vide POA dated 05/07/2011, before the Notary Balkrishna S. Shetty, Andheri (E) Mumbai, under Registration No. 64/2011.)

(The Vendors at Serial No. 6 and 10 are herein represented by Vendor at serial No. 9, Vide POA dated 01/08/2011, before the Notary D.J. Khatri, Dadar Bombay.)

(The Vendors at serial No. 7 and 8 are herein represented by Vendor at serial No. 9, vide POA dated 26/4/2012, before the Consulate General of India, Toronto, Dilip Kumar Chawla, under Ref No. 1888 dated 26/4/2012)

*Pranav D. Diche*  
*Dilip K. Chawla*

A stylized signature in black ink, appearing to be "D.K.C." or similar, enclosed within a horizontal oval.

*Stanwar*



The Vendors has Represented to the Purchaser as under:—

- I. That the Vendors are Owners/ Co-Owners of the Three Fourth portion of property admeasuring 2300 Sq mts., known as SALAICHEM BATA, also known as SAIBHAT, together with the residential house therein, situated at Marra, Bardez, Goa, within the Jurisdiction of the Village Panchayat of Pilerne Marra, within the registration sub-district of Bardez, of the district of North Goa and State of Goa. (Hereinafter referred to as the said Property)



II. That the said property was originally a part of the separate two thirds part of the property known as 'Half of the eastern side of Salichem Bata or Folleachy Araddy' which property as a whole, was described in the Land Registration Office of Bardez under description No.9746 of book B 26 new at folio 7 and enrolled in the Taluka Revenue Office under Matriz No. 859. This property forms part of the larger property described under No. 1864 at page 302 of Book B new 5. (hereinafter referred to as the said property)

*Manant Dheche*  
*Manant Dheche*

*[Signature]*

*[Signature]*  
*Manwar*

III. That the said property originally belonged to one Mr. Putty Poroba Chimbolcar.

IV. That vide Deed of sale and Cancellation dated 21/12/1901 the said Putty Poroba Chimbolcar sold the said property to Vincente Sebastiao Pereira.

V. Subsequently on 26/12/1901, at the request of Vincent Sebastiao Pereira, the Office of the Land Registrar of Ilhas cancelled the mortgage inscription No. 2186 made on book C 10 new at Folio 31 overleaf on the property described in the Land Registration office of Bardez under No. 1864 of book B 1, new of transcriptions of Bardez which was constituted by Puty Porobo Chimbolcar and his wives in favour of said Vincent Sebastiao Pereira.

VI. On 26/12/1901 the name of said Vincent Sebastiao Pereira was permanently inscribed under inscription No.5979 of book 55 at folio 31 overleaf, by virtue of Deed of sale and Cancellation dated 21/12/1901 and the said property purchased by Vincent Sebastiao Pereira came to be described under No. 9746 of book B 26 new at folio 7 as a distinct and independent property.

VII. That Vide Deed of Gift dated 08/3/1914, said Vincente

*Remand. Dechra*  
*Alu. 1. 15. 1914.*

*Janwar*

*etc*

Sebastiao Pereira gifted the said property to his son David Josinho Pereira with the right of usufruct.

VIII. That by Virtue of said Deed of Gift dated 08/3/1914, said Shri. David Josinho Pereira became owner in possession of the said property.

IX. That said Shri David Josinho Pereira was married to Teresa Paulina Pereira under the regime of communion of assets.

X. That Shri David Josinho Pereira and said Teresa Paulina Pereira expired on 13th of December 1959 and 23rd of January 1982 respectively without any will or other disposition of their last wish but leaving behind as their sole and universal heirs their following children namely:

- a) Maxy Fernand married to Frank Fernand
- b) Mary D Souza married to Alex D Souza
- c) Carmen Carvalho married to Edmund Carvalho
- d) Sebastian Pereira married to Mrs Alexandra Pereira.

XI. That said Maxy Fernand expired on 7th of June 1965 without any will or other disposition of her last wish leaving behind Mr Frank Fernand as her half sharer who also expired

*Quamul. Dheeha*  
*Shri. D. D. Souza*

*[Signature]*

*Stanwar*

a) Mrs Doris Mehra married to Vimal Mehra and  
b) Elfin Fernand

- a) Jennifer Tanwar married to Mr.Subhas Singh Tanwar.
- b) Keith Pereira married to Mrs. Sandra Pereira.
- c) Mrs Charmaine Fernandes married to Mr.Merwyn Fernandes.

XIII. As such upon the death of said David Josinho Pereira and Teresa Paulina Pereira Inventory proceedings came to be instituted in the court of civil judge senior division at Mapusa namely inventory proceedings no.234/2007/C in which the above said property came to be allotted to vendors and Mrs.

Guamant. Dneche  
Julio 1. 10. 1904.

Ганвар

16



Carmen Carvalho married to Mr. Edmund Carvalho.


Said Mrs. Alexandra Pereira, who was the widow of Sebastian Pereira and the mother/grandmother of Vendors no. 6 to 10 herself expired after the Inventory Proceedings on 20/3/2013, and left behind the said Vendors No. 6 to 10 as her only heirs.

XIV. That the vendors herein are jointly having 3/4th undivided share in the said property and said Carmen Carvalho married to Mr. Edmund Carvalho are owners of 1/4th share in the said property described in schedule I.

XV. That In survey No 94/4 there are 3 number of structure occupying all together an area of 790 sq. mtrs .

XVI. The Vendors are desirous of selling their undivided 3/4th share corresponding to 1132.5 upon 1510 square to the purchaser excluding the area of 790 sq.mtrs occupied by the occupants therein hence the present sale Deed pertains to the area of 1132.5 sq.mtrs of survey no 94/4 which is better described in schedule II hereto and is delineated in the plan annexed hereto Green shading (hereinafter referred to as the 3/4th portion of the said property)

XVII. The purchaser infact have firm commitment with Carmen

  
Guaranteed. Deed  
Alex. A. Sousa

forwards



NOW THEREFORE THIS DEED OF SALE WITNESSETH  
AS FOLLOWS:

A. A sum of Rs. 10,51,875/- paid to Ms. Elfin Fernand, vide cheque bearing No. 296463, drawn on Canara Bank, Porvorim Branch, dated 26/7/2016,

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der 1. u. 2. Sonst.

Janwar

7c

**B.** A sum of Rs. 10,51,875/- paid to Mrs. Doris Mehra, vide cheque bearing No.296464, drawn on Canara Bank, Porvorim Branch, dated 26/7/2016,

**C.** A sum of Rs. 10,51,875/- paid to Mrs. Mary D'Souza, vide cheque bearing No. 296465, drawn on Canara Bank, Porvorim Branch, dated 26/7/2016,



**D.** A sum of Rs.10,51,875/- paid to Mr. Alex D'Souza, vide cheque bearing No. 296466, drawn on Canara Bank, Porvorim Branch, dated 26/7/2016,

**E.** A sum of Rs. 1,75,311/- paid to Mrs. Sandra Pereira, vide cheque bearing No.296467, drawn on Canara Bank, Porvorim Branch, dated 26/7/2016,

**F.** A sum of Rs. 9,64,219/- paid to Mrs. Charmaine Fernandes, vide cheque bearing No. 296470, drawn on Canra Bank, Porvorim Branch, dated 26/7/2016,

**G.** A sum of Rs. 6,93,000/- paid to Mrs. Jennifer

*Manish D. D'Souza*  
*Alv. L. D'Souza*

*Farwar*

Tanwar, vide cheque bearing No. 296468, drawn on Canara Bank, Porvorim Branch, dated 26/7/2016,

**H.** A sum of Rs. 2,71,219/-paid to Mr. Subhash Singh Tanwar, vide cheque bearing No. 296469, drawn on Canara Bank, Porvorim Branch, dated 26/7/2016,



is paid to the Vendors, receipt of which sum is hereby acknowledged by the Vendors, after deduction of TDS under section 194 IA @ 1%, which are filed in this office, the Vendors do hereby grant, transfer, assure and convey by way of sale unto the Purchaser, the said Vendors do hereby transfer and convey, by way of sale absolutely and forever in the favour of the Purchaser in equal shares all that undivided 3/4th share in the said property better described in schedule II, forming part of the larger property known as SALAICHEM BATA, also known as SAIBHAT, together with the residential house therein, situated at Marra, Bardez, Goa, within the Jurisdiction of the Village Panchayat of Pilerne Marra, within the

*Pranand. Dheha*  
*Subhash Singh Tanwar*

*Tanwar*



registration sub-district of Bardez, of the district of North Goa and State of Goa, fully described in the Schedule hereunder TOGETHER WITH all houses, structure, trees, fencing, ways, waterways, easements, liberties, privileges, utilities and any other attributes and appurtenances whatsoever that may go along with the same and that may run with or to the same, free from any and all encumbrances, charges or onus whatsoever, and all the claim, estate, interest, right, title and possession in the said property whatsoever of the Vendors, unto and to the use of the said Purchaser, for him the Purchaser, TO HAVE AND TO HOLD the said property as his own thing absolutely now and ever onwards and that the Purchaser shall enjoy the same as its own chattel without any interference from the Vendor or anyone on its behalf.

2. The Vendors hereby covenants and declares that :

a. That notwithstanding any act, deed or thing whatsoever done by them or any persons claiming by or through or under them, the Vendor have good right, full

*Manand. Diche*  
*Shri C. S. Sonar*

*Harwar*

*ATC*

possession and title and absolute power and authority to convey and transfer the property to the Purchaser by this instrument and the Vendor hereby declares that they have not done or omitted or knowingly or willingly suffered and been party to act, deed or thing whereby they are prevented from selling the said property or whereby the said property has been charged, encumbered or prejudicially affected.



b. The Vendor have not entered into any agreement and/or sale agreement or mortgage or hypothecation, or any other form of transaction whereby the SAID PROPERTY has been offered as a security for the payment or performance of any money or thing, or sale deed with any other person/s, builders, developers or Purchaser and/or Bank and Financial Institutions of any type, nor received from them any loan, advances, earnest money deposit, advance or deposit in respect of the same.


c. That in the event of any part anywhere in the SAID PROPERTY being lost by the Purchaser on account of any

*Syedul. Dhalia*  
*Ali S. Rana*  
*Farwar*

lawful claim made by any person/s claiming title or possession as described above, the Vendors and their heirs shall recoup the Purchaser of all such loss together with all litigation expenses that may be incurred to protect their title to schedule property.

d. That if at any time it is found that any other person/s has got right, title and/or interest in the said property and/or there is any defect in the title of the said Vendors whereby the Purchasers right, title and interest in the SAID PROPERTY is in any way affected and/or at stake then the Vendors shall be liable to cure the defect in the title of the SAID PROPERTY at their own cost and expenses and ensure that the Purchaser get a clean title to the same.


e. The Purchaser shall at all time after the execution of the Sale Deed, occupy and possess the SAID PROPERTY peacefully without any interruption, claim or demand from any person whatsoever.

  
Suman Dhesha  
S. S. Dhesha

Flanwa




f. That the Vendors are aware that the same Purchaser will be purchasing the remaining one-fourths rights from the other co-owners of the said property and they have no objection to the same.



That all claims, taxes, land revenues and other dues owing to any authority, if any, payable in respect of the aforesaid property upto the date of execution of this Deed of Sale have been paid in full by the Vendors and any outstanding dues or arrears in respect thereof shall be the liability and responsibility of the Vendors. After the date of execution of this deed all the taxes and outgoings shall be the liability and responsibility of the Purchaser.

The Vendors do hereby assure the Purchaser that they shall, at the cost of the person requiring the same, execute such writings and documents and do every act and thing necessary for further and/or more perfectly assuring the property hereunder sold and conveyed to the Purchaser as may reasonably be required.

*General*  
*Shri. S. S. Bawa*  
*Dheha Hanwar*  






All taxes, cesses, dues, demands, charges towards electricity and water supply, Panchayat taxes, fees towards registration of the and other services and outgoings payable in respect of this above Said Property have been paid and cleared by the VENDORS up to the date of execution of this Sale Deed absolutely and thereafter it shall be the responsibility of the Purchaser after the execution of the Sale Deed in his favour.

The market value of the said property is valued at Rs. 63,75,000/- (Rupees Sixty Three Lakhs Seventy Five Thousand Only) and accordingly stamp duty of Rs. 2,55,500/- is paid herewith, which is born by the purchaser.

Neither the PURCHASER nor the VENDORS hereto are belonging to Scheduled Caste or scheduled Tribes as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1978 and circular no.16/04/2011-RD dated 06/06/2011 issued by Govt of Goa.

*Signature*  
*Shri. K. D. D. D.*

*forwar*

*Signature*

#### SCHEDULE -I

All that part and parcel of the property bearing survey no 94 sub-division No. 4, known as SALAICHEM BATA, also known as SAIBHAT, situated at Marra, Bardez, Goa, within the Jurisdiction of the Village Panchayat of Pilerne Marra, within the registration sub-district of Bardez, of the district of North Goa and State of Goa. This property was originally a part of the separate two thirds part of the property known as 'Half of the eastern side of Salichem Bata or Folleachy Araddy' which property as a whole, was described in the Land Registration Office of Bardez under description No.9746 of Book26 new at folio 7 and enrolled in the Taluka Revenue Office under Matriz No. 859. This property, which is a distinct and separate property, is presently surveyed in the record of rights under survey No.94 sub-division No. 4 admeasuring 2300 sq mts., and is bounded as under:-

on the East: by the property bearing survey No. 94/5 of Marra,

*Spemant. Diche*  
*Shu. B. Soura*

*f. Tanwar*

*Atc*

on the West: by Road and by the property bearing survey  
No. 94/3 of Marra,

on the North: by properties bearing Survey No. 94/3 and  
95 of Marra and

on the south: by the property bearing survey No.94/5  
Marra

#### Schedule II

All that Three Fourth portion of property bearing survey  
no 94/4 corresponding to 1132.5 sq mts /1510 Sq mts.,  
forming part of the larger property described in schedule  
I situated at Marra, Bardez, Goa, within the Jurisdiction  
of the Village Panchayat of Pilerne Marra, within the  
registration sub-district of Bardez, of the district of North  
Goa and State of Goa and is bounded as under:-

on the East: by part of the property bearing S. No. 95

on the West: Part of 1/4<sup>th</sup> portion of the said property

on the North: S. No. 94/3 and by part of Property S. No.  
95

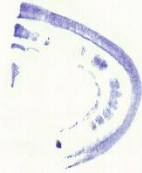
on the south: by property bearing 94/5

*Manuel D. Mehta*  
*Adv. C. K. Souza*

*Manwar*

*[Signature]*

**IN WITNESS WHEREOF** the Parties hereto have signed  
this Deed of Sale on the day, month and year first  
hereinabove mentioned.



*Witness.*

*Deehee Farwar*  
*Abul K. Durrani*

*[Signature]*



SIGNED AND DELIVERED)  
By the withinnamed VENDOR No. 1)  
in the presence of witnesses)

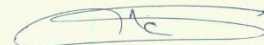
  
Ms. ELFIN FERNAND


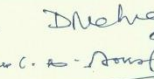



L.H.F.P

R.H.F.P





   
23 

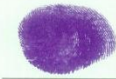
SIGNED AND DELIVERED)  
By the withinnamed VENDOR No. 2 &3)  
in the presence of witnesses)

*Dheha*

Mrs. DORIS MEHRA  
For self and POA holder  
for Vendor No. 3

L.H.F.P

R.H.F.P



*[Signature]* 24 *[Signature]* *Dheha*  
*Shri L. K. Dheha*

SIGNED AND DELIVERED)  
By the withinnamed VENDOR No. 5)  
in the presence of witnesses)

Mr. ALEX THEODORE D'SOUZA  
(for self and POA holder for Vendor No. 4)



L.H.F.P

R.H.F.P



Signature

Signature D'Souza

Signature

SIGNED AND DELIVERED)  
By the withinnamed VENDOR No. 9)  
in the presence of witnesses)



*J Tanwar*

Ms. JENNIFER TANWAR

(For self and POA holder for Vendor Nos.  
6,7,8,10)



L.H.F.P

R.H.F.P

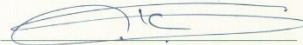


*Signature*

*J Tanwar Dheha  
Dheha to Dheha*



SIGNED AND DELIVERED)  
By the withinnamed Purchaser)  
in the presence of witnesses)

  
Shri. SURAJ MORAJKAR



L.H.F.P.

R.H.F.P.





forwar

Diche





In presence of Witnesses



1. Ravindra Kalangutkar Ruf.

2. Dechan Madkarika Shrestha.

Ganesh. Fawar  
Shri. S. S. S. Diche

TC

S.No.95

S.No.94 / 4

1132.5m2

S.No.70/ 16

S.No.94 / 5

General Sir / K. Anna  
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fraval  
Sway may ka  
te





Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 27-07-2016 10:47:32 AM

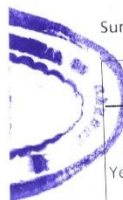
Document Serial Number : 3414

Presented at 10:22:00 AM on 27-07-2016 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	191250.00
2	Processing Fees	680.00
	Total :	191930.00

Stamp Duty Required: 255000.00 Stamp Duty Paid: 255500.00

Suraj Morajkar presenter



Name	Photo	Thumb Impression	Signature
Suraj Morajkar, S/o Sagun Morajkar, Married, Indian, age 44 Years, Business, r/o Saipem, Candolim, Bardez Goa.			



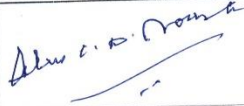
#### Endorsements

Executant




1. Doris Mehra, D/o Late Frank Fernand, Married, Indian, age 61 Years, retired, r/o B/303, Winchester cross Lane 2, Lokhandwala complex, Andheri (w), Mumbai 400053. For Self & as POA holder for Vendor no 3 dated 5.7.2011, executed before Adv. Notary Balkrishna S Shetty, Andheri Mumbai vide reg no 64/2011.

Photo	Thumb Impression	Signature




2 . Alex Theodore D'souza, S/o Late John Manuel D'souza, Married, Indian, age 84 Years, retired, r/o 304, Millenium Apts, 7, Shivaji colony, M.V road Andheri (E), Mumbai-400099. For Self & as POA holder for Vendor no 4 dated 5/7/2011 executed before Adv Notary Balkrishna S Shetty at Mumbai vide reg no 64/2011.

Photo	Thumb Impression	Signature
		




3 . Jennifer Tanwar, D/o Late Sebastian Pereira, Married, Indian, age 62 Years, retired, r/o 4/401, Park Revenue, Ranjana Deshmukh Marg, opp. Nare Park, Parel Mumbai 400012. For Self & as POA holder for vendor no 6, 7, 8 and 10, dated 01.08.2011 executed before Adv Notary D.J. Khatri, Dadar Bombay. & dated 26.4.2012, before the Consulate General of India Toronto, Dilip Kumar Chawla, under ref no 1888.

Photo	Thumb Impression	Signature
		


4 . Elfin Fernand, D/o Late Frank Fernand, UnMarried, Indian, age 64 Years, retired, r/o Hiroze Flat no 501, 7 St. Leo road, Bandra west Mumbai-400050.

Photo	Thumb Impression	Signature
		

5 . Sûraj Morajkar, S/o Sagun Morajkar, Married, Indian, age 44 Years, Business, r/o Saipem, Candolim, Bardez Goa.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Gauri Sarvankar , D/o Gurudas Sarvankar, Married, Indian, age 33 Years, Advocate, r/o 28/J-3, Karaswada, Mapusa Bardez Goa.	



TDS Pay through HDFC Bank at Calangute Branch dated 26.7.2016

Scanned By:- *Sadanand*

Signature:- *Empaneka*

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar

*[Signature]*  
- REGISTRAR -  
WARDHA



Book-1 Document  
Registration Number BRZ-BK1-03359-2016  
CD Number BRZD781 on  
Date 27-07-2016

  
Sub-Registrar (Bardez )

Scanned By

*Sadanand*



Signature -

*Mhankar*

Designed and Developed by C-DAC, ACTS, Pune