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For CITIZEN CREDIT™
CO-OP. BANK LTD.

Authorised Signatory

DEED OF SALE

THIS DEED OF SALE is made and entered on this Twenty Ninth day of November in the year Two Thousand Twenty Two (29/11/2022) at Mapusa-Goa within Registration Sub District and Taluka Bardez, District of North Goa State of Goa

BETWEEN

1. **MR. AJIT NATHMAL MITTAL**, son of Mr.Nathamal Agarwal, 48 years of age, married, businessman, Indian National, having Pan No. [REDACTED] and Aadhar No. [REDACTED] [REDACTED] [REDACTED] Mobile No. [REDACTED], Email Id: [REDACTED], residing at 463, Mittal Villa, Virlosa, Penha De France, Betim, Bardez, North Goa, 403101 hereinafter referred to as "**VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, successors and assignees) of the **First Part**;

AND

2. **FSD GRIH NIRMAN PRIVATE LIMITED**, A Company incorporated under the provisions of Indian Companies Act 1956, bearing Corporate Identification No. [REDACTED] having its registered Office at Associate House, 85-A, SantSavta Marg, Mustafa Bazar, Byculla (East), Mumbai - 400010, having PAN Card No. [REDACTED] Mobile No. [REDACTED], Email Id: [REDACTED] represented herein by its Director, Mr.Zakaria Farouk Darvesh, s/o Mr. Mohammed Farouk SulemanDarvesh having PAN Card No. [REDACTED] andAadhar Card No [REDACTED] [REDACTED] [REDACTED] resident of HoorManzil, 7th Perry Cross Road, Off Carter Road, Bandra (West), Mumbai - 400 050, authorized vide Resolution dated 20.05.2022 hereinafter referred to as the "**PURCHASER**"(which expression shall unless it be



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repugnant to the context or meaning thereof be deemed to mean and include its Directors, successors, administrators and permitted assignees) of the **Second Part**;

AND

3. M/S FSD REALTY PRIVATE LIMITED, a company incorporated and registered under the provisions of the Companies Act 1956, and existing under the Companies Act, 2013, bearing Corporate Identification No. [REDACTED] and PAN Card No. [REDACTED], having its registered office at Associate House, 85-A, Santa Savta Marg, Mustafa Bazaar, Byculla, Mumbai 400 010 hereinafter referred to as the **"DEVELOPER/CONFIRMING PARTY"**, represented herein by its Authorised Signatory **MR. ZAKARIA MOHAMED FAROUK DARVESH**, s/o Mr. Mohamed Farouk Suleman Darvesh, having PAN Card No. [REDACTED] and Aadhaar Card No. [REDACTED] Mobile No. [REDACTED], Email Id: [REDACTED] Indian National, resident of HoorManzil, 7, Perry Cross Road, Bandra (W), Mumbai, -400050 authorized vide Resolution dated 07.07.2018 (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assignees) of the **Last Part**

AND WHEREAS:

1. There exists a property known as "ARRADY" alias "CANGANAN PORBUCHI ARRADY" totally admeasuring 23,025 sq.mts bearing survey no. 207/2 of Village Panchayat of Candolim, situated at Candolim, Bardez, Goa, within the limits of village Panchayat of Candolim, described under

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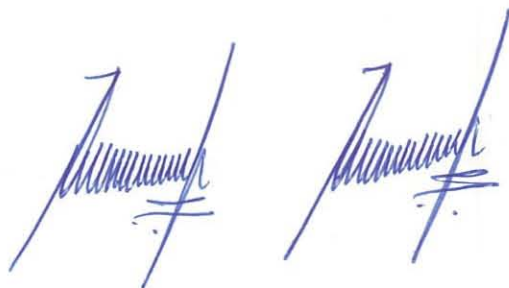
Description No. 52110 of Book B-110 in the Land Registration Office of Bardez and registered in the Taluka Revenue Office under Matriz No. 1181. This property shall hereinafter be referred to as the **“said Entire Property”** and for the sake of brevity and more particularly described in Schedule-I.

2. The said Entire Property originally belonged to Mr. Silvestre Jeronima de Souza and his wife Mrs. Antonia Ubelina Pulqueira Augusta da Conceicao e Souza (hereinafter be referred to as “said Original Owners”) and later the original owners gifted the property to their sons Mr. Bernardo Damaso de Conceicao de Souza and Antonio Menino da Conceicao e Souza in equal shares vide deed of gift dated 23/12/1954 recorded at folio 18 overleaf to folio 19 overleaf of Book No. 533. The Gift deed was accepted vide Deed of Acceptance dated 12th of August 1957 and their names were inscribed under no. 43119 folio 163 of G-46.

3. Further by virtue of the Deed of Sale dated 22/08/1994, Mr. Bernardo Damascoda Conceicao de Sousa alias Conceicaode Sousa and his wife Mrs Alina Catarina Da Silva e Souza, Mr. Antonio Menino de Conceicao de Souza, Mrs. Merlanie Francisca De Rosario e Souza sold the property to Mr. Kian Shroff and Ms. Nicole Shroff having been registered in the office of the Sub-Registrar of Bardez under No. 1134, Book I Vol. No. 306 dated 5/7/1995.

4. Mr. Kian Shroff and Ms. Nicole Shroff entered into an Agreement of Development and Sale dated 3/07/2014 with Acron Developers Private Limited, through its Managing Director Mr. Amar Britto, herein after referred to as the **“First Developer”**, thereby giving development rights with

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respect to an area of 5395 square meters forming a part of the said Entire Property, which project is already completed, However, the subdivision and demarcation of the said portion of land has not been done and updated in the Record of Rights. Thereafter, the **Owners** and the First **Developer** executed a Memo of Partial Modification of terms and conditions of Development Agreement dated 3rd July 2014 before the Notary under serial no.15381/2014; further an Addendum to Development Agreement dated 10/09/2014 was entered in to between the owners and the First Developer. However, the subdivision and demarcation of the said portion of land has not been done and updated in the Record of Rights.

5. Mr. Kian Shroff and Ms. Nicole Shroff were therefore absolutely seized and possessed of and/or otherwise well and sufficiently entitled to 17630 sq.mts as the absolute and exclusive owners thereof to, and are in physical possession thereof. This property shall hereinafter be referred to as the **“Said Balance Property”**;

6. The said First Developer has undertaken in the said development Agreement mentioned herein above, to carve out and maintain a common access of 10 square meters wide Road to go the said balance property.

7. By a Development Agreement dated 22/10/2018 and registered before Sub-Registrar of Bardez at Mapusa and bearing registration no. BRZ-BK1-04612-2018 dated 26/10/2018 executed between Mr. Kian Shroff and Ms. Nicole Shroff and M/s FSD Realty Private Limited and a real estate developer the Developer/Confirming Party herein, has agreed to develop an area of the property admeasuring

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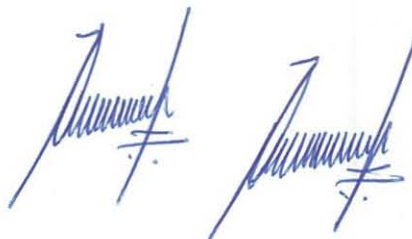
14630 out of the said Balance Property, hereinafter be referred to as the "**Said Developable Property**".

8. That after deducting an area of 14630 sq.mts, already agreed to be developed by M/s FSD Realty Private Limited, Mr. Kian Shroff and Ms. Nicole Shroff still seized and possessed of and/or otherwise well and sufficiently entitled to 3000 sq.mts of plot as the absolute and exclusive owners thereof to, and were in the physical possession thereof, hereinafter be referred to as the "**Said Plot**" along with unfettered right of ingress and egress (common access) of 10 meters wide Road from the first portion and second portion and for the sake of brevity and more particularly described in Schedule II hereinafter appearing and as per Plan annexed hereto and signed by all the Parties and marked in Red colour boundary line for identification.

9. That in terms of Deed of Sale dated 26/11/2018 and registered before Sub Registrar at Bardez and bearing Registration No. BRZ-BK1-05099-2018 of Book-1 Document, CD Number BRZD806 on 06/12/2018, said Mr. Kian Shroff and Ms. Nicole Shroff sold and conveyed said Plot admeasuring 3000 square meters to Mr. Ajit Mittal, Vendor herein.

10. That the PURCHASER approached the VENDOR expressing its intention to purchase said plot and requested for title documents for verification through their lawyer.

11. That the PURCHASER after being fully satisfied with the clean, clear and marketable title of the VENDOR expressed to purchase the said Plot and offered to pay a consideration



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of [REDACTED] being to the
VENDOR.

AND WHEREAS pursuant to a Development Agreement dated 07/01/2019 and registered before the Sub Registrar at Bardez and bearing Registration No. BRZ-1-39-2019 dated 10/1/2019 between the Vendor and the Developer/Confirming Party, the Vendor has agreed to sell with the consent of the Developer/Confirming Party and the Purchaser has agreed to purchase the said Plot having area of 3000 sq.mts out of the said Entire Property admeasuring 23,025 bearing survey No. 207/2 of Village Candolim, Taluka Bardez, Goa and more particularly described in Schedule II written hereunder for a total price consideration of [REDACTED] being its fair and marketable value.

AND WHEREAS the Purchaser has requested the Vendor and the Developer/Confirming Party to execute the requisite deed of sale in its favour, which the Vendor and Developer/Confirming Party hereby do.

NOW THEREFORE THIS DEED WITNESSETH THAT :

1. THAT in pursuance to the said agreement and in consideration of [REDACTED] [REDACTED] paid by the Purchaser to the Vendor in the following manner (a) [REDACTED] [REDACTED]/- vide Cheque No. 000043 drawn on Bombay Mercantile Bank, Byculla Branch, Mumbai, (b) [REDACTED] vide Cheque No. 000044 drawn on Bombay Mercantile Bank, Byculla Branch, Mumbai and (c) [REDACTED] towards T.D.S. (TDS @ 1% has been deducted as per Sec. 194-IA of Indian Income Tax Act 1961) (the receipt whereof the Vendor and the Developer/Confirming Party hereby admits and

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acknowledges), and acquits and discharges the Purchaser from the same and every part thereof the Vendor as absolute owner of the said Property and pursuant to the instruction of the Developer/Confirming Party, do hereby grant, convey, sell, transfer, relinquish and assure unto the Purchaser, ALL THAT said Plot admeasuring 3000 sq.mts being a part of survey No. 207/2 of village Candolim, Taluka Bardez and more particularly described in Schedule II written hereunder and more clearly shown in red lines on the plan attached hereto, together with access road, with all the yards, compounds, sewer, fences, commons, trees, gullies, water courses, hedges, building, structures, ditches, ways, water watercourses, light, liberties, path passage, easement, privileges and appurtenances whatsoever to the said Plot or any part thereof belonging to or in any way appertaining or usually held, or occupied therewith or reputed to belong thereof AND ALL the estates, rights, title, interest, property, claim and demand whatsoever at law and equity of them and every part thereof TO HAVE AND TO HOLD the same said Plot and hereditaments hereby conveyed and assured and expressed to be with its appurtances as also rights and privileges of all permissions, licenses, approval, sanad etc. unto and to the use of the Purchaser forever subject to the payment of all rents, rates, penalties hereafter to become due and/or payable to the Government or local authority or any other public body in respect thereof.

2. The Vendor along with Developer/Confirming Party does hereby covenants with the Purchaser that notwithstanding any act, deed, matters or things whatsoever done by the Vendor or by any person or persons lawfully or equitable claiming from, under or in trust for him, made done, omitted or executed knowingly or willingly suffered to the contrary




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the Vendor, now has in him good right and absolute powers to grant, transfer, convey and assure the said Plot unto and to the Purchaser in the manner aforesaid and it shall be lawful to the Purchaser from time to time and at all times hereinafter peacefully and quietly to hold, possess, own and enjoy the said property and the rights to use the plans, approvals, licenses etc hereby granted with the appurtenances and to receive the rents and profits for its own use and benefit without any lawful eviction, interruption, claim or demand whatsoever by the Vendor or from by any other person or persons or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged, kept harmless and indemnified of, from and against all estates, occasions and suffered by the Vendor or by any other person or persons lawfully or equitably claiming any estate, right title or interest at law or in equity in the said Plot hereby granted or any part thereof by, from or under or in trust for him.

3. The Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds and things, matters and assurance in law whatsoever for better and more perfectly assuring the said Plot alongwith the license, permissions, approvals etc hereby granted to and unto the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

4. AND THE VENDOR do hereby covenants with the Purchaser that the Vendor has not done, committed, omitted or knowingly or willingly suffered or been a party or privy to any act, deed or things whereby the Vendor is



A.M.H

prevented from granting and conveying the said Plot in the manner aforesaid and here by the same or any part thereof are, is, can or may be charged, encumbered or prejudicially effected in estate, title or otherwise whatsoever.

5. The Vendor further covenants with the Purchaser that the said Plot hereby sold is free from tenants, mundcars or any other person or persons having right or obligation therein.

6. The Vendor further declare that his right to the said Plot hereby sold subsist same is free from any encumbrances and the liens of any other nature and further give his no objection to transfer the said Plot in the name of the Purchaser in the mutation entry of survey records of Revenue Village of Candolim Taluka Bardez bearing survey No. 207/2 of village Candolim, Taluka Bardez.

7. The Purchaser herein covenant with the Vendor that Notwithstanding anything contained in this Deed of Sale it is agreed between the parties that the Vendor has sold the said Plot on as is where is basis and will not be responsible for any claim in future on any account whatsoever.

8. The Vendor hereby gives his No Objection to the Purchaser for deletion of the name of the Vendor and inclusion of the name of the Purchaser in occupants column of Survey Form I & XIV to the said Property, and for carrying out necessary mutation before the Court of Mamlatdar/Deputy Collector Bardez, Goa and also in Village Panchayat records.

A. W. H.

9. The Purchaser shall have liberty to sign and execute any further document of Rectification/ Modification/ Addendum/ Ratification to this Deed at any time and Vendor shall extend all co-operation to sign, execute and register such further documents if required.

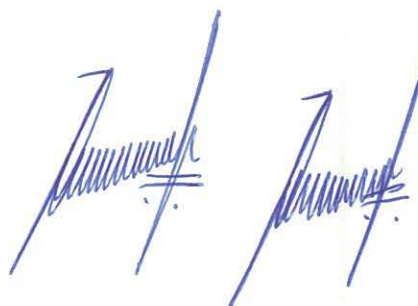
10. AND the Vendor doth hereby confirms and records that he has, on the execution hereof, put the Purchaser in quiet, peaceful and vacant possession of the said Plot as owners thereof.

11. The Purchaser hereby submits Challan No. ITNS 280 dated 26/11/2022 through _____ with respect to TAX DEDUCTION AT SOURCE (TDS) amounting to [REDACTED] i.e. 1% deduction which has been deducted on the Sale Consideration (as per Sec. 194-IA of Indian Income Tax Act) and the TDS Certificate is issued accordingly which is submitted alongwith this Deed.

12. The Vendor has obtained No Objection Certificate from North Goa Planning and Development Authority dated 13/10/2022 and bearing No. NGPDA/ CAN/ 49(6)/ 196/ 1607/ 2022, a copy of which is enclosed herewith.

13. The Vendor and Developer/Confirming Party hereby declares that the said Property is not owned by Schedule Caste of Schedule Tribe. The said declaration is given as per the notification RD/LND/LRC/38/77 dated 24/8/1978.

14. The total market value of the said Plot is Rs. [REDACTED] and the stamp duty thereon @ works out to [REDACTED]



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██████████ That the Schedule hereunder written and the plans, hereto annexed be treated as being integral parts of this Deed of Sale.

SCHEDULE - I

All that property known as "Arrady" alias "Canganan Porbuchi Arrady" totally admeasuring 23025 sq.mts bearing survey No. 207/2 of village Panchayat of Candolim, situated at Candolim, Bardez - Goa within the limits of Village Panchayat of Candolim described under Description No. 52110 of Book B-110 in the Land Registration office of Bardez registered in the Taluka Revenue Office under Matriz No. 1181 and the same is bounded as under:

On the East : By property surveyed under no. 208/1;

On the West : By the property survey under no. 207/1;

On the North : By property surveyed under nos. 204/1 and 206/1;

On the South : By the remaining portion of survey No. 207/2.

SCHEDULE - II

DESCRIPTION OF SAID PLOT HEREBY SOLD

ALL THAT PLOT OF LAND admeasuring 3000 sq.mts forming part of the larger property more particularly described in Schedule I hereinabove and which Plot is bounded as under:

On the East: By Property surveyed under No. 206/1;

On the West: By Property surveyed under No. 207/1;

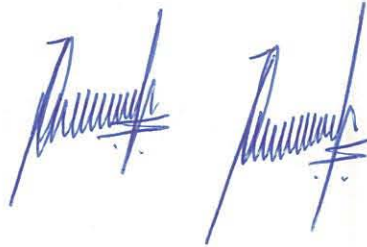
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On the North: By Property surveyed under No. 204/1 and 206/1;

On the South: By remaining part of the property surveyed under no. 207/2.

IN WITNESSES WHEREOF the parties have set their respective hands on the day, year hereinabove mentioned.

A.W.H

Two blue ink signatures, one on the left and one on the right, both appearing to be the same person's name written in a cursive style.

SIGNED, SEALED AND DELIVERED

Within named **VENDOR**

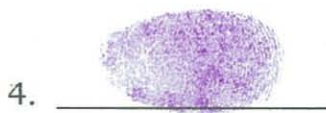
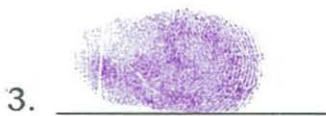
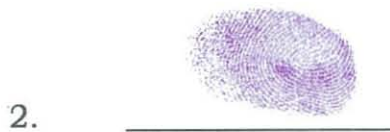
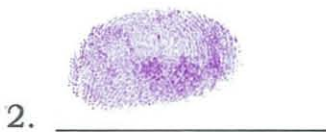


1. A.U.H......

MR. AJIT NATHMAL MITTAL

L.H.T.I.

R.H.T.I.



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SIGNED, SEALED AND DELIVERED

withinnamed the **PURCHASER**



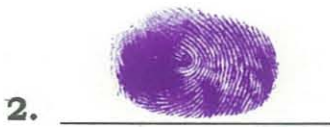
2.

For FSD GRIH NIRMAN PRIVATE LIMITED

Director MR ZAKARIA MOHAMED FAROUK DARVESH

L.H.T.I.

R.H.T.I.



A.W.H
1/11

SIGNED, SEALED AND DELIVERED

withinnamed the **DEVELOPER/CONFIRMING PARTY**



[Handwritten signature in blue ink]



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3.

For M/S FSD REALTY PRIVATE LIMITED

Director MR ZAKARIA MOHAMED FAROUK DARVESH

L.H.T.I.

R.H.T.I.

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IN THE PRESENCE OF :

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