

(017)

(24)



गोवा GOA

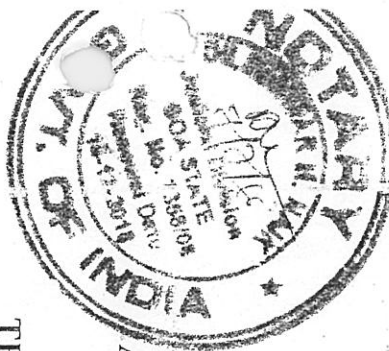
Serial No.: 8952 Place of Vending Vasco Date of Sale: 07 JUL 2016

652054



Signature of Stamp Vendor

Signature of Purchaser



ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING

is made at Vasco-Da-Gama, Goa on this the 07th day of July 2016

BETWEEN

M/S **CHANDRA REAL ESTATE DEVELOPERS**, a partnership firm having its registered office at Alcon Holiday Village, Candolim, Vardez, Goa, represented by its partner Mr. Gopal Nihchaldas Pariani, s/o of late Mr. Nihchaldas Pariani, age 43 yrs, married, Business, r/o Flat Bo. E-03, Ground Floor Carmo Lobo Apartment, Near Dona Alcina, Candolim, Bardez, Goa, holder of PAN Card No. AAFFC5052P, hereinafter referred to as the **OWNER** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators, successors and assigns) of the **ONE PART**

AND

CONSTRUCTIONS, represented herein by **MR. SHASHIDHARAN S. LALAI**, aged 63 years, businessman, r/o Ambadi House, 196/1/3, Near M.S. College, Vidyamagar Colony, Zuarinagar, Mormugao, Goa, holder of PAN card bearing no. ACMP4654R, hereinafter called the **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, representatives, nominees, administrators and assigns) of the **OTHER PART**

All the above parties are Indian Nationals.

WHEREAS vide Memorandum of Understanding dated 1/10/2015, the Owner herein had agreed to allow the Developer to carry on and complete the construction work started by the Owner on the Plot No.2 admeasuring an area of 3091 sq mtrs being the part and parcel of the property known as 'AMBEQUE' or additions of 'AMBEQUE' Situated at Ambequevaddo, Verna, Salcete, Goa, Sub District of Salcete, South Goa District, South Goa, Goa presently surveyed under survey no. 235/6-C partly described in the Land Registration office of Salcete under no 16624, 20347 and 27022(New), and found enrolled in the Taluka Revenue office under No. 1170,1172, 1173 and

1180 described in the schedule herein under written for a total consideration of Rs.3,00,00,000/- (Rupees Three Crore only).

AND WHEREAS out of the said agreed consideration of Rs.3,00,00,000/- (Rupees Three Crore only) the Developer has paid to the Owner an amount of Rs.1,40,50,000/- (Rupees One Crore Forty Lakh Fifty Thousand Only) through various installments.

AND WHEREAS the Developer could not pay the entire consideration amount till 31/05/2016 as agreed in the Memorandum of Understanding dated 1/10/2015 due to financial constraint and fall of business market, hence the Developer requested for extension of time by three months with the Owner to pay the balance amount of Rs.1,59,50,000/- (Rupees One Crore Fifty Nine Lakh Fifty Thousand Only) to which the Owner had agreed.

AND WHEREAS the Owner after understanding the difficulties of the Developer has further granted a period of three months i.e upto 30/08/2016 to the Developer to make the balance payment of Rs.1,59,50,000/- (Rupees One Crore Fifty Nine Lakh Fifty Thousand Only) along with interest @12% per annum on the balance payment for the extended period.

AND WHEREAS the Owner has returned today the post dated cheques given by the Developer towards the payment of the amount as mentioned in the Memorandum of Understanding dated 1/10/2015.

NOW THEREFORE THIS ADDENDUM WITNESSES AS FOLLOWS:

1. That the Developer has today handed over to the Owner fresh post dated cheques towards the balance consideration amount to be paid to the Owner.



2. That balance consideration of Rs.1,59,50,000/- (Rupees One Crore Fifty Nine Lakh Fifty Thousand Only) payable to the Owner by the Developer shall be paid strictly as per schedule mentioned below:-



a) ~~Rs.53,16,667/-~~ (Rupees Forty Five Lakh Only) by post dated cheque bearing no. 000340 dated 15/07/2016 drawn on Bank of India, Verna Branch. (subject to realization)

b) Rs.53,16,667/- (Rupees Forty Five Lakh Only) by post dated cheque bearing no. 000341 dated 05/08/2016 drawn on Bank of India, Verna Branch. (subject to realization)

c) Rs.53,16,667/- (Rupees Forty Five Lakh Only) by post dated cheque bearing no. 000342 dated 30/08/2016 drawn on Bank of India, Verna Branch. (subject to realization)



The Developer also agree to pay the interest @ 12% per annum on the balance consideration amount for the extended period to the Owner.

4. The Owner and the Developer agree that all other terms and conditions of Memorandum of Understanding dated 01/10/2015 shall continue to bind the parties.

SCHEDULE-I

Separate, independent plots (Two) well demarcated at loco identified as "Plot 1" and "Plot no 2"admeasuring an area of 415 sq. mtrs and 3091 sq mtrs respectively being the part and parcel of the property known as 'AMBEQUE' or additions of 'AMBEQUE' Situated at Ambequevaddo, Verna, Salcete, Goa, Sub District of Salcete, South Goa District, South Goa, Goa presently surveyed under survey no. 235, sub division 8 not described in the Land registration Office of Salcete, but found enrolled in the Taluka Revenue office under no. 1188 (plot no. 1)and 6-C partly described in the Land Registration office of Salcete under no 16624,20347 and27022(New), and found enrolled in the

Taluka Revenue office under No. 1170,1172, 1173 and 1180 (plot no. 2) respectively and is bounded as under;

Plot No. 1:

On the North: Partly by the property bearing Survey no. 235/7, 235/6 and 235/6-C;

On the South: By the Public Road.

On the East: By 6 mtrs wide reserved access road for the property 235/6-C, and

On the West: By 3 mtrs wide reserved access road.

Plot No. 2
On the North: By the property bearing Survey no. 235/5;

On the South: By the property bearing Survey no. 235/8 (Part), 6 meters wide road of the said property and partly by the Property bearing Survey no. 235/6.

On the East: By the property bearing Survey no. 235/6-A, 235/6 and partly by the property bearing Survey no. 235/5;

On the West: By the property bearing Survey no. 235/5 (Part), and partly by the property bearing Survey no. 235/7, 235/6;

IN WITNESS WHEREOF the parties hereto have herewith set and subscribed their respective hands on the day, month and year first hereinabove written.

Signed and Delivered by the }
within named OWNER }

M/S CHANDRA REAL ESTATE DEVELOPERS }

Represented by its Partner & POA }

MR. GOPAL NIHCHALDAS PARIANI



Signed and Delivered by the }

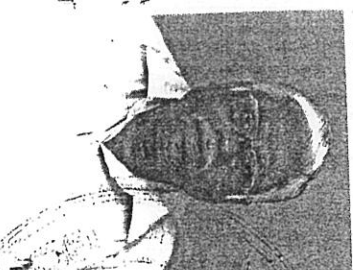
within named DEVELOPER }

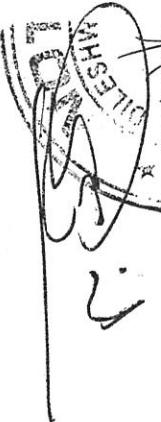
S.J. CONSTRUCTIONS }

Proprietor }

MRS SHASHIDHARAN S. PILLAI }







CERTIFIED TO BE TRUE COPY

WITNESSES:





ADV. DILESHWAR M. NAIR
NOTARY

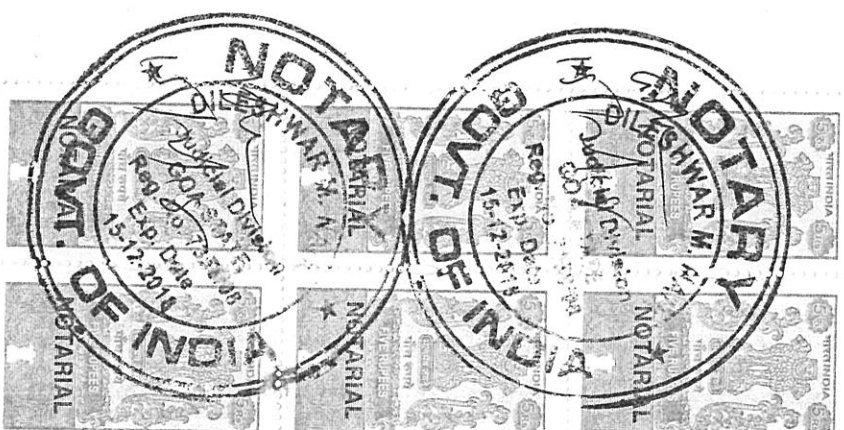
(Govt. of India)

H. No. 61/C, Police Hsg. Society,
Castlemada, Nagoa, Varca, Salcete, Goa

Dated 18/12/16

Reg No 216/18

2.



EXECUTED BEFORE ME
BY  WHICH I ATTEST

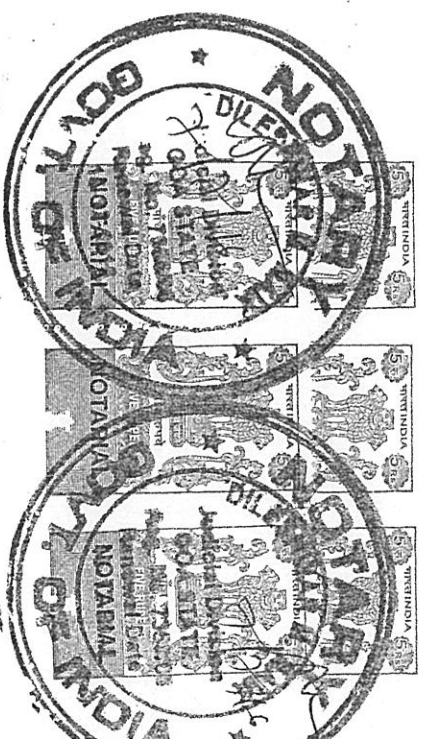
ADV. DILESHWAR M. NAIR
NOTARY

(Govt. of India)

Melquiades Bldg., 3rd Floor,
Vasco-da-Gama, Goa.

Reg. No. 712/16

Dated 07/07/2016



copy

(27)

(21)

SALE DEED

CHANDRA REAL ESTATE DEVELOPERS



3091 Sq. mt.

CHANDRA
VERNA.

Vendor: Peter Francisco Donato



Dr. No. 443. Place of Vend. Marner Date of

016261



Value of Stamp Paper
25000/- Rupees. Twenty Five thousand only
Name of the purchaser Chakraborty Real Estate Developers
Residing at Calcutta
There is no one stamp paper for the
value of Rs. 100000/- Additional stamp papers
for the completion of the value is attached
alongwith.

Signature of the
ex-Officio Vendor

Signature of Purchaser

Stamp No. 448/2007

Presented at the Office of the

Sub-Registrar of

between the hours of

4:30 PM to 3:15 PM 2007

GOPAL N. PARIANI

Received fees for Rs. M. Rs.

Registration

Copying .. 100/- 00/- 00

Copy of 3 Documents

Postage .. 100/- 00/- 00

100/- 00/- 00

MUB. REGISTRAR
SALCETTE

MUB. REGISTRAR
SALCETTE

DEED OF SALE

29.12.2018





श्री गौ गो
Dr. No. 443. Place of Vend Mapusa Date of

Value of Stamp Paper
Rs. 25000/- (Rupees Twenty Five thousand only)

Name of the purchaser: Chhindea Reel Estate
residing at: Caldoyale son of...
Division of the State is no one stamp paper for the
75008 value Rs. 100,000/- (Rupees one lakh)
Date of issue: 2014
The value is attached

Signature of the
ex-officio Vendor

Signature of Purchaser

NOTARY
016263
INDIA



-3-

1. MR. PEDRO FRANCISCO DOURADO alias PETER
FRANCISCO DOURADO son of late Jose Antonio Dourado, 59
Cont...4/-

[Handwritten signature]

29.07.2014



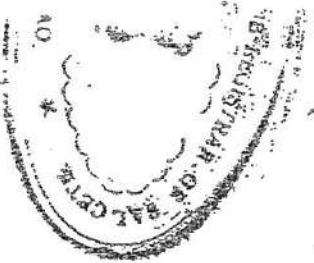
Dr. No. 443 Place of Vond Mapusa Date 28/12/27

016264

Issue. - 8/12/1931. Value of Stamp Paper
Rs. 50.00/- (Rupees, Twenty five-thousand only)
Name of the purchaser, Mandira. Real Estate Developers
Residing in Calcutta & son of _____
As there is no one single stamp paper for the
value of Rs. 100,000/- (Additional stamp papers
attached for the collection of the value is attached

Signature of the
ex-officio Vendor

~~Signature of Purchaser~~

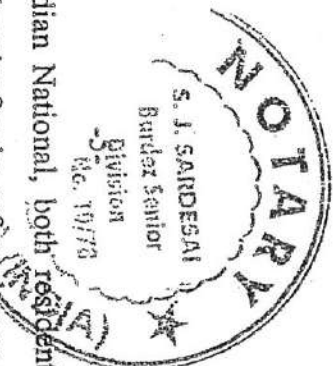


4.

years of age, married, Business, Indian National, and his wife 2. MRS. THERESA DOURADO, daughter of Entro D'Souza, 54 years of age,
Cont... 5/-

Cont. 5/-

1875-1876 2703



married, housewife, Indian National, both resident of Curillovaddo, Majorda, Salcete, Goa, hereinafter be referred to as the "VENDORS" (which terms and expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, legal representative, administrator, nominees, assigns, executors or any other persons legally equitable or otherwise claiming through them) of the FIRST PART; AND:



1. M/S CHANDRA REAL ESTATE DEVELOPERS, a Partnership Firm having its Registered Office at Alcon Holiday Village, Candolim, Bardez, Goa, represented by its Partner MR. GOPAL NICHALDAS PARIANI, son of late Mr. Nihchaladas Pariani, 43 years of age, married, business, Indian National, resident of Flat No. E-03, Ground Floor, Carmo Lobo Apartment, near Dona Alcina, Candolim, Bardez, Goa, hereinafter be referred to as the "PURCHASER" (which terms and expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representative, administrator, nominees, assigns, executors or any other persons legally equitable or otherwise claiming through it) of the SECOND PART; SHOWETH:



WHEREAS there exist a property known as "AMBEQUE" or additions of AMBEQUE", situated at Ambeguevaddo, Verna, Salcete, Goa, Sub-District of Salcete, South District of State of Goa, presently surveyed, under Survey No. 235 Sub-Division 6-C totally admeasuring 3091 Sq. Mts. partly described in the Land Registration Office under No. 16624, 20347 and 27022 New, and found enrolled in the Taluka Revenue Office under No. 1170, 1172, 1173 and 1180 and better described in schedule- I annexed hereunder and delineated in Red colour outline in a plan annexed hereto shall hereinafter be referred to as the "SAID PROPERTY" for the sake of brevity.

AND WHEREAS the Said Property which is a part and parcel

Cont... 6/-

29/12/78



of the bigger property surveyed under Survey No. 235/6 originally belonged to late Filomeno Agostinho Salvador De Almeida and his wife Maria Benedicta Griselia Estebeiro e Almeida and upon their demise the same was inherited by their legal heirs i.e. Fr. Joaquim Eduardo Da Imaculada Conceicao Almeida and Mr. Lourenço Filomeno Newton Almeida and his wife Mrs. Iona Maria Pinto Almeida.

AND WHEREAS the said Fr. Joaquim Eduardo Da Imaculada Conceicao Almeida and Mr. Lourenço Filomeno Newton Almeida and his wife Mrs. Iona Maria Pinto Almeida sold the said bigger property to one Mr. Alberto Mascarenhas vide Deed of Sale dated 17/06/1985, Registered under No. 944, at pages 32 to 37, Book I, Vol. 338, dated 28/06/1985 in the office of the Sub Registrar Salcete at Margao.

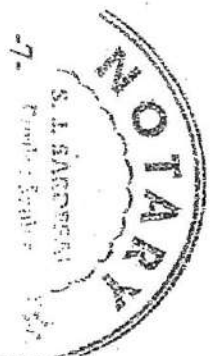
AND WHEREAS the said Mr. Alberto Mascarenhas and his wife subsequently sold the part of the said bigger property i.e. the said property to the vendors herein vide Deed of Sale dated 20/09/2002, Registered under No. 3215, at pages 195 to 212, Book I, Vol. 1388, dated 23/09/2002 in the office of the Sub Registrar Salcete at Margao.

AND WHEREAS the vendors herein subsequently thereafter Partitioned the said property from the bigger property surveyed under Survey No. 235/6 and acquired the separate Survey bearing No. 235/6-C vide Order of the Court of the Deputy Collector dated 22/07/2005 in Case No. LRC/PART/534/2003/150.

AND WHEREAS the vendors herein are in open, peaceful continuous, uninterrupted possession of the Said Property as the owners thereof and prior to them their predecessors in title were in open, peaceful continuous and uninterrupted possession of the same.

By, 25/07/2006

Cont...7/-



AND WHEREAS the purchaser has published a public Notice which has appeared on the Herald and Tarun Bharat, daily newspaper circulating in the state of Goa dated 14/08/2007 calling for objections if any for the purchase of the said property.

AND WHEREAS till the execution of this Deed of Sale no any objections whatsoever have been received from anybody and hence it is presumed that the said property is free from all encumbrances whatsoever and hence the present DEED OF SALE is executed by and between the vendors and the purchaser herein.

AND WHEREAS the purchaser herein was in need of land approached and requested the vendors herein to sell the said property admeasuring 3091 Sq. Mts. more fully described in Schedule herein under written and is delineated in red colour outline in the plan annexed hereto and the vendors have agreed for the same for the total consideration amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only).

AND WHEREAS the purchaser herein has paid into the hands of the vendors said consideration amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) as under:

(1) Vendor No. 1

1. An amount of Rs.11,00,000/- (Rupees Eleven Lakhs Only) vide Cheque bearing No. 083802, dated 01/08/2007, drawn on IDBI Bank, Panaji branch (already Cleared from the said Bank).
2. An amount of Rs.11,00,000/- (Rupees Eleven Lakhs Only) vide cheque bearing No. 027352 dated 20/12/2007, drawn on IDBI Bank, Panaji branch.
3. An amount of Rs.3,00,000/- (Rupees Three Lakhs Only) vide Cheque bearing No. 027354, dated 20/12/2007, drawn on IDBI Bank, Panaji branch.



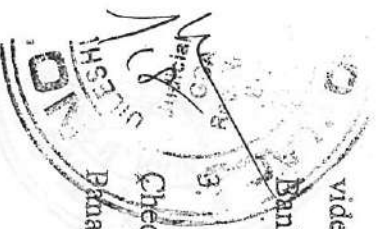
-8-

(II) Vendors No. 2

1. An amount of Rs.11,00,000/- (Rupees Eleven Lakhs Only) vide Cheque bearing No. 027351 dated 20/12/2007 drawn on IDBI, Bank, Panaji branch.

2. An amount of Rs.11,00,000/- (Rupees Eleven Lakhs Only) vide Cheque bearing No. 027355 dated 20/12/2007 drawn on IDBI, Bank, Panaji branch.

3. An amount of Rs.3,00,000/- (Rupees Three Lakhs Only) vide Cheque bearing No. 027353, dated 20/12/2007, drawn on IDBI Bank, Panaji branch.



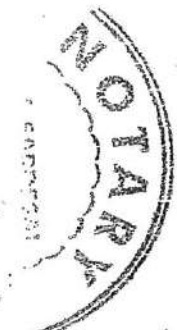
NOW, THEREFORE, THIS DEED OF SALE
WITNESSETH AS UNDER:

THAT in pursuance of the said agreement and in consideration of Rs.50,00,000/- (Rupees Fifty Lakhs Only) which is the present market value of the said property fully described in Schedule I hereunder written, paid by the PURCHASER to the VENDORS, upon the execution of this Deed of Sale, the receipt and payment whereof the VENDORS do hereby admit and acknowledge, the VENDORS do hereby grant, convey, sell, transfer and assures, unto the PURCHASER free from encumbrance said property with all ways, paths, passages, easements, privilege, old structures in ruins and appurtenances whatsoever to said property belonging to or in any way appertaining or usually held or occupies therewith or reputed to belong or be appurtenant thereto AND ALL estate, right, title, interests, claims and demands, Licences such as concern Village Panchayat Permission, Town and Country Planning Permission for construction along with No Objection Certificate for filling of the said property etc. and all other licences concern, conversion sanad, of the VENDORS



21/12/2007

Cont. 9/-



-9-

into or upon said property hereby conveyed and sold to the PURCHASER and every part thereof TO HAVE AND TO HOLD UNTO AND TO THE USE OF THE PURCHASER together with title deeds, writings and other evidence of the title as ordinary passes on such sale.

AND THAT the VENDORS and all persons claiming under them shall and will from time to time upon the request and at the cost of the Purchaser do and execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying the SAID PROPERTY hereby sold or any part thereof unto the PURCHASER and placing them in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required.

AND THAT the VENDORS do hereby covenant with the PURCHASER that notwithstanding any act, deed or thing done or executed by the VENDORS, or knowingly suffered to the contrary by them, THE VENDORS now do have in them good right, full power and absolute authority to grant, convey, sell, transfer and assure SAID PROPERTY hereby sold, transferred assured, expressed and intended so to be UNTO AND TO THE USE of the PURCHASER.

AND THAT the VENDORS hereby declare that they have not sold entered into any agreement of sale nor have created any liability against the SAID PROPERTY prior to the execution of this deed of sale.

AND THAT the VENDORS hereby declare that the SAID PROPERTY is free from any claims, demands, encumbrances, mortgage, charges, liens, adverse notices, attachment and defects in title or any claim of tenancy the vendors shall be responsible to all such claims legally made upon the execution of present deed of sale to the PURCHASER for the defects in the title of the said property.

ESJ 237 6107 230

Cont... 10/-



-10-

AND THAT the VENDORS have put the PURCHASER in possession of the SAID PROPERTY and the Purchaser shall after this purchase be the exclusive owner in possession of the SAID PROPERTY.

AND THAT the VENDORS shall indemnify the Purchaser against all and every person or persons, firm, financial institute, Bank, Co-Operative Society or by anybody by any other name, claiming and depending any right, title or interest in the SAID PROPERTY or any part thereof hereby sold or any part thereof through the vendors or any other person or persons as the co-owners along with the vendors or their predecessors in title and any such legal claims made by any Co-owners shall be settle by the Vendors.

AND THAT the VENDORS shall undertake and shall responsible to transfer all the Licences such as concern Village Panchayat Licence, Town and Country Planning Permission for construction along with No Objection Certificate for filling of the said property etc. and all other licences concern.

AND THAT the VENDORS shall have NO OBJECTION in deleting their name and to mutate/add the name of the PURCHASER in the occupant's column of form I & XIV of the SAID PROPERTY and the VENDORS shall have NO OBJECTION whatsoever upon the transfer of the CONVERSION SANAD of the Said Property by the PURCHASER on its own name.

AND THAT the PURCHASER has paid the total consideration of the present sale deed directly into the hands of the vendors and the VENDORS do hereby acknowledge the receipt of the same in this deed which shall be proof of payment of the consideration to the vendors.

21/9/75-753287282

Cont... 11/-



-11-

THIS DEED is written on the Stamp paper of the value of Rs.1,00,000/- in full settlement of the stamp duty in respect of this transfer.

SCHEDULE -I

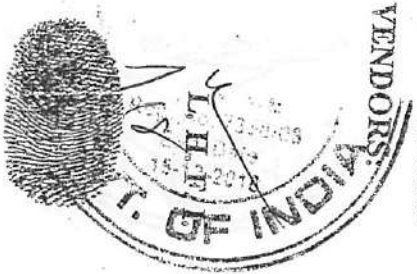
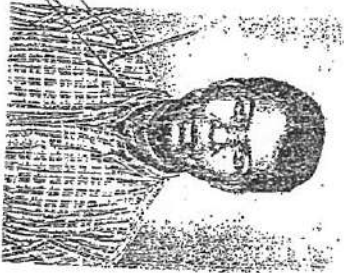
All that the said property known as "AMBEQUE" or additions "AMBEQUE", situated at Ambequevaddo, Verna, Salcete, Goa, Sub-District of Salcete, South District of State of Goa, presently surveyed under Survey No. 235 Sub-Division 6-C totally admeasuring 3091 Sq/Mts. partly described in the Land Registration Office under No.16624, 20347 and 27022 New, and found enrolled in the Taluka Revenue Office under No. 1170, 1172, 1173 and 1180, the said property is bounded on all the sides as under:

East: By the Property bearing Survey No. 235/6-A, 235/6 and partly by the Property bearing Survey No. 235/5;
West: By the Property bearing Survey No.235/5 (Part) and partly by the Property bearing Survey No. 235/7, 235/6;
North: By the Property bearing Survey No.235/5; and
South: By the Property bearing Survey No.235/8 (Part), 6 meters wide, Road for the said property and partly by the Property bearing Survey No. 235/6.

IN WITNESS WHEREOF the parties hereto have signed this Deed at Margao, Goa, on the day, month and the year first herein above written in the presence of the witnesses signed hereunder.

29.5.84

Cont...12/-



-12-



1. *Peter Francisco Dourado*
(MR. PEDRO FRANCISCO
DOURADO alias PETER
FRANCISCO DOURADO)

R. H. F. I.





-13-



ENDORS:

2. 6/24/84
(MRS. THERESA DOURADO)

R. H. F. I.



Cont..14/-

23,721 23,723

[Signature]



PURCHASER:

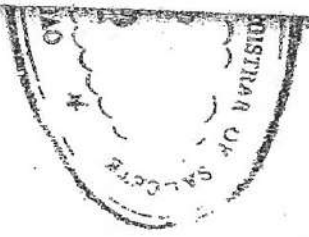


L.H.F.I.



1. M/S CHANDRA REAL ESTATE DEVELOPERS, a Partnership Firm through its Partner MR. GOPAL NICHALDAS PARIANI

R.H.F.I.



-15-



WITNESSES :

1. _____

KAPIL BAHUBHANI

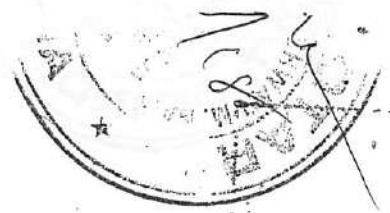
(Signature)

2. _____

(Signature)
(Adv. F. Baig)

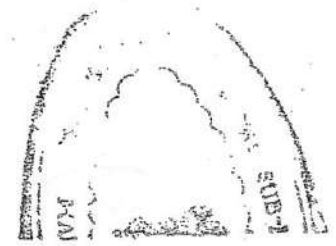


(Signature)
(Signature)
22/12/2018



REGISTRATION No. 143
168
186
12775
Date 28/01/08
mm

Sub-Register



Executing Parties:

1 - Mr. Pedro Francisco Duranado alias
 Felix Francisco Duranado ^{57 years}
 Antonio Duranado, aged 57 ^{S. L. SANCHEZ}
 married, business. And we agree.

2 - Mrs. Theresa Duranado, wife of Emilio Duranado, aged 54 years, married and resident of ...

3 - Mr. Guillermo Mayoral, estate ...

4 - Mr. Eduardo Real Estate ...

5 - Mr. ... from having ...

6 - Mr. ... for ...

admits execution of the so called ...

Felix Francisco Duranado And

23) at 8:30 AM

GOPAL N. PANANI