

For CITIZEN CREDIT
CO-OP. BANK LTD

Authorised Signatory

(Rupees Eleven Lakhs Ninety thousand One hundred only)
CITIZEN CREDIT CO-OP BANK LTD
E-328, BUA DE OUREM
PANAJI, GOA 403 001



भारत 2557 NON JUDICIAL गेजट
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D-5/STPV/C.R./35/8/2006-RD(PART-III)

R. 1190100/- PB6818

INDIA STAMP DUTY GOA

Name of Purchaser ARSH PROPERTIES PRIVATE LIMITED

Sr. no. 1206/2016
10/3/2016



DEED OF SALE

THIS DEED OF SALE is made at Mapusa-Goa.

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For Arsh Properties Pvt. Ltd.

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Authorised Signatory

On this 10th day of March 2016.

BETWEEN:-

1.-(a)SHRI. JOSEPH Q. D'LIMA alias **JOSEPH QUINTINHO D'LIMA**, aged 74 years, married, in business, holding PAN Card no. AMXPD5034G, son of Peter D'Lima, and his wife **(b)-SMT. NATALIE D'LIMA**, aged 69 years, married, housewife, holding PAN Card no.BWNP0232K, both residing at SATT ADHAR ARCADE, flat no.304, G Block, Peddem Mapusa Goa-403507 hereinafter referred to as the **"OWNERS/VENDORS"** (which expression shall include their heirs, successors, administrators and assigns) of the **FIRST PART.**



AND

(2)ARSH PROPERTIES PRIVATE LIMITED, a Private Company limited by shares Incorporated under the Companies Act 1956 having Company Identification number U70100MH2013PTC245929, holding PAN Card no.AALCA8530D having its registered office at D-14, Ansa Industrial Estate, Sainaka, Andheri (E) Mumbai-400072 herein represented by its Director **Shri. Paurus Bhikhoo Daruwalla**, son of Bhikhoo Behramjee Daruwalla, aged 47 years, married, in business holding PAN Card no.AEED0054R, residing at 3/4, Panthaki Baug Co-operative Housing Society, H.S. Lane Andheri (East) Mumbai-400069; as constituted vide Board Resolution dated 10-02-2016 hereinafter referred to as **"THE PURCHASER"** (which expression shall include its successors, legal representatives and assigns) of the **SECOND PART.**

Shri. Paurus Bhikhoo Daruwalla

For Arsh Properties Pvt. Ltd.

Paurus Bhikhoo Daruwalla

Authorised Signatory

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All Indian Nationals.

WHEREAS there exists a part and parcel of land admeasuring 15850m² identified as 'CHIVARI' bearing Sy.no.377/1 of Village Anjuna situated at Anjuna, within the limits of Village Panchayat Anjuna-Caisua, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa, which property is hereinafter referred to as the SAID WHOLE PROPERTY and is described in detail in the Schedule hereunder.



WHEREAS by five separate Deeds of Sale the Male Vendor hereto purchased 5 separate adjoining Plots making a total area admeasuring 3661.75m² of the said whole property hereinafter referred to as THE SAID PLOTS.

WHEREAS (a) under a Deed dated 13-10-2010 the Male Vendor hereto purchased a Plot admeasuring 449.5m² identified as PLOT "A" out of the said whole property; which Deed is registered under Book I Doc.Reg.no.BRZ-BK1-03745-2010 CD No.BRZD87;

(b) under a Deed dated 30-04-2012 the Male Vendor hereto purchased a Plot admeasuring 216m² identified as Plot "B" out of the said Property; which Deed is registered under Book I Doc. Reg.no.BRZ-BK1-01971-2012 CD No. BRZD318;

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For Arsh Properties Pvt. Ltd.
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(c) under a Deed dated 18-01-2013 the Male Vendor hereto purchased a plot admeasuring 481.25m² identified as Plot "C" out of the same whole property which Deed is registered under Book I Doc.Reg.no.BRZ-BK1-00514-2013, CD No.BRZD433;

(D) under Deed dated 28-02-2014 the Male Vendor purchased a plot admeasuring 863.25m² identified as PLOT "D" out of the same whole property; which Deed is registered under Book-I Doc.Reg.No.BRZ-BKI-01240-2014 CD no. BRZD650;

(E) under a Deed dated 03-11-2015 the Male Vendor purchased a Plot admeasuring 1651.75m² identified as PLOT "E" out of the same whole property; which Deed is registered under Book I Doc.reg.No.BRZ-BKI-08549-2015 CD No.BRZD774 all in the Office of Sub-Registrar Bardez.



WHEREAS the said Deed dated 13-10-2010 was duly rectified under a Deed dated 28-02-2014 for rectifying the survey Plan; which Deed is duly registered under Book I Doc.Reg.No.BRZ-BKI-01146-2014 CD NO.BRZD646 which Deed is duly registered in the office of Sub-Registrar Bardez.

WHEREAS the said Deed dated 30-04-2012 was duly rectified under a Deed dated 28-02-2014 for rectifying the survey Plan; which Deed is duly registered under Book I Doc.Reg.No.BRZ-BKI-01140-2014 CD NO.BRZD646 which Deed is duly registered in the office of Sub-Registrar Bardez.

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For Arsh Properties Pvt. Ltd.
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WHEREAS the said Deed dated 18-01-2013 was duly rectified under a Deed dated 28-02-2014 for rectifying the survey Plan and plot number for "A" to "C"; which Deed is duly registered under Book I Doc.Reg.No.BRZ-BKI-01294-2014 CD NO.BRZD652 which Deed is duly registered in the office of Sub-Registrar Bardez.

WHEREAS the Lady Vendor being married to the Male Vendor under the regime of Communion of Assets; she gets a moiety share in the said plots.

WHEREAS the Owners/Vendors have thus represented to be the sole and exclusive Owners in possession of the said Plots.

WHEREAS the Owners/Vendors now do not desire to retain the SAID PLOTS and have offered to sell the same to the Purchaser AND at the offer of the Owners/Vendors the Purchaser doth hereby purchase all the SAID PLOTS for a total consideration of Rs.2,38,00,000/- (Rupees Two crores thirty eight lakhs only) which is the present fair market value of the said plot.

NOW THIS INDENTURE WITNESSETH:-

1.- That in consideration of the amount of Rs.2,38,00,000/- (Rupees Two crores thirty eight lakhs only), out of which an amount of Rs.2,38,000/- is deducted towards Tax at Source and the balance amount of Rs.2,35,62,000/- is paid by the Purchaser herein to the Owners/Vendors vide (i) cheque no.026786 dated 20-01-2016 for an amount of Rs. 20,00,000/- (ii) cheque no. 000001 dated 04-03-2016 for an amount of



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Rs.90,62,000/-, and (iii) cheque.no.000002 dated 05-03-2016 for an amount of Rs. 1,25,00,000/-, which amount the Owners/Vendors hereby admit and acknowledge as received and of and from the same and every part thereof do hereby acquit, release and discharge the Purchaser; they the Owners/Vendors do hereby grant, transfer, assign, assure and convey all the said plots more particularly described in the Schedule hereunder written trees, drains, ways, paths, passages, common gullies, waters, water courses, lights, liberties, privileges, easements, advantages and appurtenances to the SAID PLOTS belonging to and in anywise appertaining or 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 whatsoever of the Owners/Vendors into and upon the said Plot and every part thereof hereby granted and conveyed and expressed so to be UNTO AND TO THE USE OF THE PURCHASER forever, 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 the manner aforesaid shall and may at all times hereafter quietly and peacefully possess and enjoy the SAID PLOTS and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by the Owners/Vendors or any person or persons lawfully or equitably claiming from, under or in trust for her AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made or suffered by the Owners/Vendors or any person



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For Arsh Properties Pvt. Ltd.

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Authorised Signatory

or persons lawfully or equitably claiming any estate or interest in the SAID PLOTS or any part thereof or part of the same shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the SAID PLOTS UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be reasonably required.



2.- The Owners/Vendors has today put the Purchaser in unconditional exclusive and absolute, peaceful, vacant possession of the SAID PLOTS to be held by the Purchaser forever without any harm and/or hindrance from the Owners/Vendors and/or any person claiming through and/or on account of the Owners/Vendors; and the Owners/ Vendors do hereby indemnify the Purchaser against all/any such claims of heirship or otherwise if made shall be settled by the Owners/Vendors alone at their own cost without disturbing the Title and possession of the Purchaser.

3.- The Owners/Vendors have represented that:-

- a. They have all the rights to deal with or dispose the SAID PLOTS and/or any one of them or part of them and they do not require any consent, permission or No Objection Certificate from any third Party.
- b. They have not done, committed or omitted to do any acts, deeds, things, matter whereby or by any reason whereof the Vendors are prevented or prohibited from dealing with, disposing of or transferring the Vendor's right, title and interest in respect of the SAID PLOTS and/or any one or part thereof.

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For Arsh Properties Pvt. Ltd.

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- c. The SAID PLOTS are not subject to any charge, encumbrances, liability, litigation adverse claim or lispendens and prior to the execution hereof and that the Vendors have not entered into any contract, agreement or any other arrangement creating any right, title, interest or otherwise in respect of the SAID PLOTS and/or any one of them or any part thereof.
- d. The SAID PLOT are not a subject matter of any pending litigation nor of any attachment, either before or after judgment, and that there is no subsisting order under any of the applicable laws which prohibits or prevent the vendors from dealing with or disposing of the SAID PLOTS or undertaking any kind of construction of the SAID PLOTS or any one of them or part thereof.
- e. There are no easementary rights created under any document or by any covenant or by prescription in respect of and/or upon the SAID PLOTS or any part thereof.
- f. No notice/s is/are pending against the Owners/Vendors and/or any person on its behalf, whether from the local authorities or from the Government or otherwise, for requisition and/or acquisition of the SAID PLOTS or any one of them or any part thereof, and the Owners/Vendors are entitled to sell and transfer the SAID PLOTS to the Purchaser without any permission and/or consent.



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For Arsh Properties Pvt. Ltd.

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4.-The Owners/Vendors hereby assure the Purchaser that there are no encumbrances/charges, lien or claims of any nature against the SAID PLOTS and that the Purchaser has absolute, clear and marketable title to the SAID PLOTS and is lawfully entitled to alienate the same unto the Purchaser AND the Owners/Vendors further assure the Purchaser that all or any dues upto the date of execution of Deed of Sale pertaining to the SAID PLOTS and levied by any central or local authority, whatsoever have been paid by the Owners/Vendors and any dues arising after the Deed of Sale shall be paid by the Purchaser. At any later stage also, in case of dues being found to be payable for the period prior to the Deed of Sale, the same shall be paid by the Owners/Vendors without demur upon being informed by the Purchaser.



5.- That the said entire property was never a tenanted property and therefore is not ineligible to obtain conversion under the Provisions of the Goa Land Revenue Code, 1968. That the Owners/Vendors confirms and covenants that they have not received any notice under the Land Acquisition Act or Requisition Act or which is any way concern. The said entire property and/or the part thereof the said Plots and that on this score also, the said entire property is free from any defect in title or encumbrances.

6.- That the Owners/Vendors confirms having received the entire consideration for the sale of the said Plots and all rights and privileges appurtenant thereto, and record that the Purchaser is not liable to pay any further amounts or consideration towards such sale.

Alina *mslwa*

For Arsh Properties Pvt. Ltd.
Pooja Sonwalka
Authorised Signatory

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7.- The Owners/Vendors do hereby give their exclusive consent and no objection to the Purchaser to get Mutation Proceedings conducted in the survey records of rights and get the name of the Purchaser recorded in the Survey Record of Rights by deleting the name of the Vendors.

8.- The Owners/Vendors declare that the subject matter of this Sale Deed does not pertain to the occupancies belonging to Schedule Caste and Schedule Tribe.

9.- The present fair market value of the SAID PLOT are Rs.2,38,00,000/- and as such Stamp duty of Rs.11,90,100/- is affixed hereto which is borne by the Purchaser.

SCHEDULE

(Description of the said Plot)

All part and parcel of land admeasuring 3661.75m² being a part and parcel of land admeasuring 15850m² bearing sy.no.377/1 of Village Anjuna identified as "CHIVARI" situated at Anjuna, within the limits of Village Panchayat of Anjuna-Caisua, Taluka and Registration Sub District of Bardez, District of North Goa in the State of Goa; which Property is neither described in the office of Land Registrar Bardez nor enrolled in the Taluka Revenue Office.

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For Arsh Properties Pvt. Ltd.
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Authorised Signatory

The said whole property is bounded as under:-

Towards the North:- Sy.no.393/19 and 20 of Anjuna.

Towards the South :-Sy.no.377/2 and 3 of Anjuna.

Towards the East :- Public Road.

Towards the West :- Sy.no.378/5 of Anjuna.

The SAID PLOT admeasuring 3661.75m² proposed to be sold is bounded as under:-

Towards the North:- Part of Sy.no.377/1 of Anjuna.

Towards the South :-Remaining part of the same whole property.

Towards the East :- Village Road.

Towards the West :- Sy.no.378/5 of Anjuna.

IN WITNESS WHEREOF, the parties to this Deed have set and subscribed their respective hands on the day, month and year hereinabove stated.



For Arsh Properties Pvt. Ltd.

Authorised Signatory

SIGNED AND DELIVERED BY-











REPRESENTED BY the Owners/

Vendors)



Shri

Shri. Joseph Q. D'Lima
alias Joseph Quintinho D'Lima

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| 1.  | 1.  |
| 2.  | 2.  |
| 3.  | 3.  |
| 4.  | 4.  |
| 5.  | 5.  |



Shri

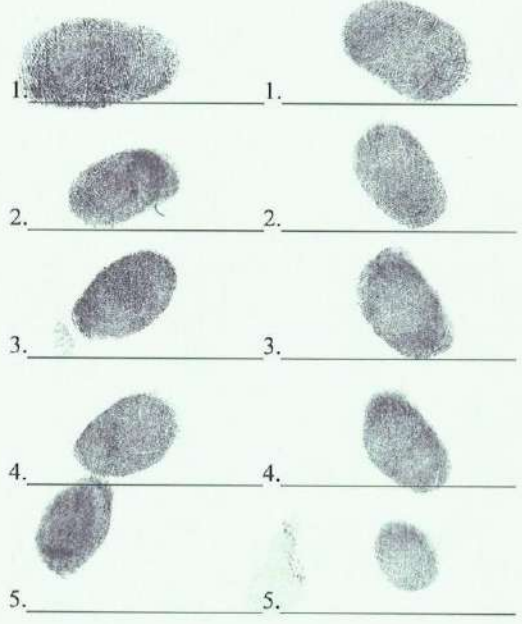
Shri

For Arsh Properties Pvt. Ltd.
PSD
Authorised Signatory



N.D.L.

Smt. Natalie D'Lima
OWNERS/VENDORS



Alina

N.D.L.

For Arsh Properties Pvt. Ltd.
P. D. D'Souza
Authorised Signatory

For Arsh Properties Pvt. Ltd.

P. B. Daruwalla
Authorised Signatory

Shri. Paurus Bhikhoo Daruwalla
For
Arsh Properties Private Limited
PURCHASER

SIGNED AND DELIVERED
By the Purchaser)



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2.		2.	
3.		3.	
4.		4.	
5.		5.	

WITNESSES:-

1. *Sachin Kano*
2. *Punit Agrawal*

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W. C.

For Arsh Properties Pvt. Ltd.

P. B. Daruwalla
Authorised Signatory

PLAN SHOWING OF JOSEPH.DLIMA A,B,C,D,E LOCATED WITHIN PROPERTY BEARING SURVEY NO. 377 / 1 OF ANJUNA VILLAGE OF BARDEZ TALUKA.



SCALE 1:1000



ALL DIMENSIONS ARE IN METRES

For Arsh Properties Pvt. Ltd.
P/O.
Authorised Signatory



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 10-03-2016 11:57:01 AM

Document Serial Number : 1206

Presented at 10:21:00 AM on 10-03-2016 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	952000.00
2	Processing Fees	270.00
	Total :	952270.00

Stamp Duty Required: 1190000.00

Stamp Duty Paid: 1190100.00



Pourus Bhikho Daruwalla presenter

Name	Photo	Thumb Impression	Signature
Pourus Bhikho Daruwalla, s/o Bhikho Behramjee Daruwalla, Married, Indian, age 47 Years, Business, r/o 3/4, Panthaki Baug Co-op. Hsg. Society, H.S. Lane Andheri East Mumbai 400 069. PAN No. AEEP0054R. The Director of ARSH Properties Private Limited, vide Resolution dated 10/02/2016, having registered office at D-14, Ansa Industrial Estate, Sainaka, Andheri East Mumbai 400 072. Company PAN No. AALCA8530D.			For Arsh Properties Pvt. Ltd. Authorised Signatory




Endorsements

Executant

1. Joseph Q. D'Lima alias Joseph Quintinho D'Lima, s/o Peter D'Lima, Married, Indian, age 74 Years, Business, r/o Satt Adhar Arcade, FLat No. 304, G Block, Peddem, Mapusa, Bardez, Goa. PAN No. AMXP5034G.

Photo	Thumb Impression	Signature



2 . Natalie D'Lima, w/o Joseph Q. D'Lima alias Joseph Quintinho D'Lima, Married, Indian, age 69 Years, House-Wife, r/o Satt Adhar Arcade, Flat No. 304, G Block, Peddem, Mapusa, Bardez, Goa. PAN No. BWNPD0232K.

Photo	Thumb Impression	Signature
		

3 . Paurus Bhikhoo Daruwalla, s/o Bhikhoo Behramjee Daruwalla, Married, Indian, age 47 Years, Business, r/o 3/4, Panthaki Baug Co-op. Hsg. Society, H.S. Lane Andheri East Mumbai 400 069. PAN No. AEEP0054R. The Director of ARSH Properties Private Limited, vide Resolution dated 10/02/2016, having registered office at D-14, Ansa Industrial Estate, Sainaka, Andheri East Mumbai 400 072. Company PAN No. AALCA8530D.

Photo	Thumb Impression	Signature
		For Arsh Properties Pvt. Ltd.  Authorized Signatory

Identification

Sr No.	Witness Details	Signature
1	Punit Agarwal , s/o Shivkumar Agarwal, Married, Indian, age 38 Years, Business, r/o 2, Sweta Bldg., Plot No. 42, First Gulmohar Road, Juhu, Mumbai 49.	
2	Sachin Prasad , s/o Krishna Prasad, Married, Indian, age 38 Years, Business, r/o C-2 804, Ganga Satellite, Wanodi, Pune. 40.	

Sub Registrar

TDS paid on 12/03/2016 through Punjab National Bank. Adv. Shubhlaxmi Nayak


Sub Registrar


Book-1 Document
Registration Number BRZ-BK1-01187-2016
CD Number BRZD778 on
Date 10-03-2016

Sub-Registrar (Bardez)

Scanned By:- Saclanand

Signature:- *Saclanand*

Designed and Developed by C-DAC, ACTS, Pune

Delivered by
Rashmi
14/3/16