

(Amended Form for Registration of Documents)

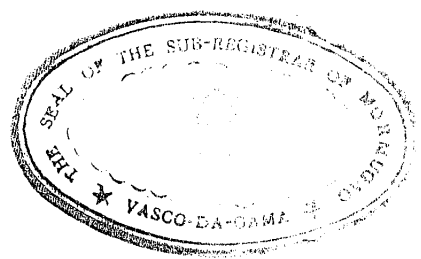
REGISTRATION NO. 183285 JUN 11 2014  
10:47  
R. 0280000/- PB7-22  
STAMP DUTY BOA

Name of Purchaser: SUDHIR KUMAR MARWAHA

FOR CITIZEN CREDIT  
CO-OP BANK LTD

*[Signature]*

AUTHORISED SIGNATORY



*[Signature]*

(SUDHIR KUMAR MARWAHA)

**DEED OF SALE**

*[Signature]* *[Signature]*

THIS DEED OF SALE is made at Vasco-Da-Gama Goa on this 12<sup>th</sup> day of the month of June of the Year Two Thousand and Fourteen,[12/06/2014]

**BETWEEN**

**FELICITY ESTATES PRIVATE LIMITED**, a company registered under The Companies Act 1956, having its registered Office at C-2/2449, Vasant Kunj, New Delhi 110 070, India,

through its Director Mrs. Anju Marwaha, wife of Shri. Sudhir Kumar Marwaha, 55 years of age, married, business, Indian National, resident of B-71, Sarvodaya Enclave, New Delhi, vide its Resolution dated 16/07/2013, hereinafter called as the **"VENDOR"** [which expression shall unless repugnant to the context of meaning thereof be include its Successors in title, nominees, assigns, administrators and any other person/s or legal entity claiming through the company) OF THE FIRST PART.

**AND**

**MR. SUDHIR KUMAR MARWAHA**, son of late Mr. Raj Pal Marwaha, 59 years of age, married, business, Indian National, resident of B-71, Sarvodaya Enclave, New Delhi - 110070,

hereinafter called as the **"PURCHASER"** (which expression shall unless repugnant to the context or meaning

thereof be deemed to include his legal heirs, executors, administrators, successors and assigns) OF THE SECOND PART.

WHEREAS, there exist a Property admeasuring 624 Sq. Mts., herein after called as the Said Property" constitute 1/4<sup>th</sup> of the bigger Property known as "ESTELA", situated at Baina, Sambhaji Nagar, Vasco-Da-Gama, within the Municipal limits of Murmugao Municipal Council, Murmugao Taluka District South Goa of State of Goa, the bigger Property is described in the Land Registration Office under No. 43789 and enrolled in the Taluka Revenue Office under Matriz No. 1004 the said Property is presently surveyed under Chalta No. 20,21,22,23 & 24 of P. T. Sheet No. 133 of City Survey of Vasco-Da-Gama, which is more particularly described in the SCHEDULE hereinafter written.

AND WHEREAS, the said Property was bequeathed to Dr. Jose Arsenio Raul Sancio Barbosa by a will dated 19/7/1969 executed by his Late father Mr. Joao De Mata Cristovam Barbosa whereby he bequeathed to Dr. Jose Arsenio Raul Sancio Barbosa 1/4<sup>th</sup> of the bigger property described in the Land Registration Office under No. 43789 and enrolled in the Taluka Revenue Office under Matriz No. 1004 and presently surveyed under Chalta No.



20,21,22,23 & 24 of P. T. Sheet No. 133 of City Survey of Vasco-Da-Gama.

AND WHEREAS, the said ownership to the Property described in the SCHEDULE stands confirmed by the Deed of Qualification of Succession dated 21/11/1979.

AND WHEREAS, the title and possession to the said Property Surveyed under Chalta No. 20 to 24 of P.T. Sheet No. 133 of Vasco City has been confirmed by the inquiry officer City Survey Vasco-Da-Gama vide his order dated 29/7/1991.

AND WHEREAS, there is a structure existing in the said property and there are some tenants/ occupants in the said Property.

AND WHEREAS, the said Dr. Jose Arsenio Raul Sancio Barbosa along with his wife Mrs. Josefina Agnelo Edviges Rosario Semelhago e Barbosa sold the said property along with structure existing therein to the Vendor herein vide Deed of Sale dated 27/10/2011 executed before the Sub-Registrar of Mormugao under Registration no. 431 at pages 137 to 159 of Book No. I, Volume No. 1384 dated 22/03/2012.



AND WHEREAS, purchaser approached Vendor with a request to sell aforesaid property to him.

AND WHEREAS, Vendor has agreed to sell and the purchaser has agreed to purchase the aforesaid Property alongwith the structure existing therein on as is where is basis and the purchaser having been satisfied with the title of the Vendor, have proposed to purchase the said Property on condition that they would take upon himself the liability of the claim of the Tenants/occupants occupying the structure in the said Property without any liability to Vendor and after negotiation the vendor has agreed to sell to the Purchaser and the purchaser has agreed to purchase from the Vendor all the Property described in the SCHEDULE for a total consideration of Rs 80,00,000/- (Rupees Eighty Lakhs Only) on as is where is basis free from encumbrances except the claims of the tenants/occupants of the structure existing therein and which claims the purchaser has taken upon himself to deal with at his own costs expenses and without any liability to the Vendor.

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

**UNDER:**



1) That in pursuance and in consideration of sum of Rs 80,00,000/- (Rupees Eighty Lakhs Only) which is the present market price of the said Plot, paid by the purchaser to the Vendor in the following manner:

a) Rs. 70,00,000/-/- (Rupees Seventy Lakhs Only) by a Crossed Cheque bearing number 244620, drawn on Punjab National Bank, Vasant Kunj, New Delhi Branch, dated 28/03/2014.

b) Rs. 9,20,000/- (Rupees Nine Lakhs Twenty Thousand Only) by a Crossed Cheque bearing number 288882, drawn on Punjab National Bank, Vasant Kunj, New Delhi Branch, dated 06/10/2014.

c) Rs. 80,000/- (Rupees Eighty Thousand Only) by a Crossed Cheque bearing number 288883, drawn on Punjab National Bank, Vasant Kunj, New Delhi Branch, dated 06/10/2014.

(The payment and receipt whereof the Vendor does hereby admit and acknowledge) the Vendor do hereby sell transfer, grant, convey, intend and assure UNTO the Purchaser forever, all that Property better described in the SCHEDULE hereinafter written, together with the structure, plants, trees, liberties, easements, profits privileges right attachments and appearances whatsoever to the said



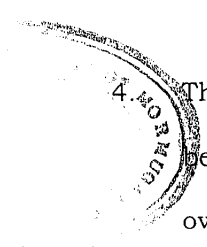
Property belonging or in any way appertaining to or with the said property in or any part thereof now or at any time therefore usually held, used, occupied or conveyed or enjoyed or reputed or known as part thereof or be appurtenant thereto, AND ALL estate right, title and interest use inheritance Property benefit claim and demand whatsoever both at Law and in equity of the vendor into out of or upon said property or any part thereof .

2. TO HAVE and TO HOLD all and singular the said Property hereby sold, granted, released, conveyed, intended, expressed and assured so to be with it and every of its rights, appurtenances UNTO and TO the use and benefit of the Purchaser forever as absolute owner, free from any encumbrances other than the occupants/tenants of the structure existing therein, subject to the payment of any taxes to the public body in respect thereof and it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have occupy, possess and enjoy the Property as absolute owner hereby granted with its appurtenances and of every part thereof to and for his own use and benefit without any suit,



Two handwritten signatures in black ink, one appearing to be 'Su' and the other 'S. P. S.', written in a cursive style.

lawful eviction, interruption claim and demand of whatsoever from the Vendor or from any person.

3. In case the Purchaser is ever dispossessed from the said Property or any part thereof by reason of any defect in the title of the Vendor to the said Property or any part thereof, the Vendor do hereby undertake and bind its heirs, executors, administrators, successors, legal representatives and assigns to fully compensate the Purchaser and to indemnify and keep indemnified the Purchaser from all or any loss that they may suffer on account of defect in title of the Vendor to the said Property.

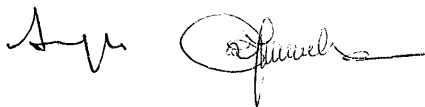


4. That the Property conveyed and the possession of which has been delivered to the purchaser is of complete and absolute ownership of the Vendor and is not subject to any tenancy or other rights of whatsoever nature, easements or right in the nature of easements or any other encumbrances whatever except with respect to the claims of the tenants/occupants of the structures existing in the Suit property nor is it subject to its pendent or pending litigations.

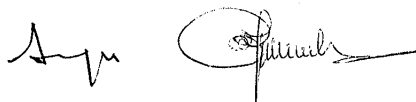
 



5. The Vendor's title to the aforesaid Property is clean, clear and there are no encumbrances of whatsoever nature affecting the said Property other than those mentioned above.
6. The Vendor states and declares that they have not entered into any agreement for sale or conveyance in respect of above said Property with any third party at any time herein before.
7. AND the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said Property without any claim or demand whatsoever from the Vendor or any person claiming through or under them.
8. AND further that the Vendor its heirs, executors, administrators or assigns, covenant with the Purchaser his heirs, executors, administrators and assigns to save harmless, indemnify and keep indemnified the Purchaser his heirs, executors, administrators or assigns from or against all previous claims encumbrances except the said claims of tenants charges and equities whatsoever caused or created prior to the execution of Deed of Sale.



9. That the Vendor shall at the request and costs of the Purchaser his heirs, executors, administrators or assigns do lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said Property and every part thereof in manner aforesaid according to the true intent and meaning of this deed except to do anything with the said tenants/occupiers.
  
10. The Vendor do hereby covenant with the Purchaser that the Property hereby sold is free from all encumbrances and freed absolutely and discharged Vendor will be sufficiently indemnified against all previous claims, title and encumbrances whatsoever created by the Vendor except to do anything with the said tenants/ occupiers.
  
11. That the Vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser whenever required sign such further documents or papers for the purpose of having the ownership and possession thereof recorded in the name of the purchaser in all Government records including the Land Registration office, Revenue offices record of rights, etc.



12. The Vendor has No Objection for the Purchaser to do the mutation in Survey Records of Chalta No 20, 21, 22, 23 & 24 of P. T. sheet No. 133 of City Survey of Vasco-Da-Gama and to insert his name in the said Survey number in respect of the Property more particularly described in SCHEDULE hereinafter written without any further notice or reference to the Vendor.



13. That the Vendor has handed over the Originals of the documents of title in respect of the "SAID PROPERTY" described in Schedule.

14. The VENDOR further covenants to indemnify and keep indemnified the PURCHASER and save them harmless from any defect in title of the VENDOR to the SAID PROPERTY or any part thereof due to any other charge affecting the SAID PROPERTY or due to any act of omission or commission of the VENDOR resulting in depriving the "PURCHASER" of the title and/or possession of the "SAID PROPERTY" or any part thereof and shall at all times remedy the said defect at the cost and expense of the "VENDOR".

15. The "VENDOR" hereby confirms that all the privileges and rights under this Deed of Sale are passed on to the "PURCHASER".
16. The Vendor declare that they are the sole owner having good, right and title in the said property, which is free from any encumbrances or charge thereof, except the said tenants/occupiers.
17. The vendor has handed over the peaceful and lawful possession of the said property to the purchaser at the time of execution of present Deed of Sale alongwith the said tenants/occupiers.
18. The purchaser has made his own inquiries, checked the measurements of the said Property and verified all the relevant records and ownership documents of the vendor in respect of the said Property and are satisfied with the ownership and in possession of the vendor and satisfied with the same.
19. Notwithstanding what is contained above, the said tenants and occupiers of structures in the Property shall be exclusive




*Sy*      *Q. J. J. J. J.*

liability of the purchaser and the purchaser shall not claim anything from the vendor on this account.

20. The Vendor states and declares that the Property does not belong to the members of Schedule Caste or Schedule Tribes as notified by the Government of Goa under Notification No. RD/LAND/LRC/318/77 dated 21/8/1978 issued under Sub Section (2) of Section 24 of the Goa Daman and Diu Land Revenue Code 1968 (9 of 1969).


SCHEDULE

ALL THAT SAID PROPERTY, alongwith structure /Building constructed thereon, admeasuring 624 Sq. Mts. which is forming 1/4<sup>th</sup> of the bigger Property known as "ESTELA", situated at Baina, Sambhaji Nagar, Vasco-Da-Gama, within the municipal limits of Murmugao Municipal Council, Murmugao Taluka District South Goa of State of Goa, the bigger Property is described in the Land Registration Office under No. 43789 and enrolled in the Taluka Revenue Office under Matriz No. 1004 and the said Property is presently surveyed under Chalta No. 20,21,22,23 & 24 of P. T. Sheet No. 133 of City Survey of Vasco-Da-Gama, which is bounded as under:



ON THE NORTH	By the Road
ON THE SOUTH	By Property bearing chalta no. 29
ON THE EAST	By The Property bearing Chalta no. 35 belonging to Kamat
ON THE WEST	By the Chalta No. 15 of heirs of Dhargalkar

IN WITNESS WHEREOF VENDOR AND PURCHASER have  
hereunto set their respective hands on the day, month and year first  
herein above mentioned.

By 

SIGNED AND DELIVERED BY  
Within named "VENDOR"  
Through its Director  
**MRS. ANJU MARWAHA**

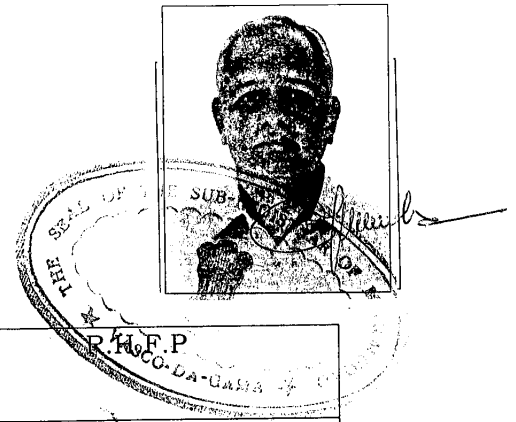

*Anju Marwaha*












L.H.F.P			
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	

*Anju* *Official*

SIGNED AND DELIVERED BY  
Within named "PURCHASER"  
**MR. SUDHIR KUMAR MARWAHA**



L.H.F.P			
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	





IN THE PRESENCE OF:

1. Adv. Prashanti Naik

*Naik*

2. Mr. Ajay Haldankar

Ajay Haldankar

*Naik*

*Haldankar*





Office of Sub-Registrar Mormugao

Government of Goa

Print Date & Time : 13-06-2014 11:45:45 AM

Document Serial Number : 894

Presented at 10:13:00 AM on 13-06-2014 in the office of the Sub-Registrar( Mormugao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	280000.00
2	Processing Fees	200.00
	<b>Total :</b>	<b>280200.00</b>

Stamp Duty Required: 280000.00 Stamp Duty Paid: 280000.00

Mr. Sudhir Kumar Marwaha presenter

Name	Photo	Thumb Impression	Signature
Mr. Sudhir Kumar Marwaha s/o late Mr Raj Pal Marwaha Married, Indian, age 59 Years, Business, r/o B-71, Sarvodaya Enclave New Delhi			




Endorsements

Executant

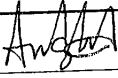
1. Mrs. Anju Marwaha, w/o Shri Sudhir Kumar Marwaha, Married, Indian, age 55 Years, Business, r/o B-71, Sarvodaya Enclave New Delhi As a Director Felicity Estate Private Limited having office at New Delhi vide resolution dt 16/7/2013.

Photo	Thumb Impression	Signature

2. Mr. Sudhir Kumar Marwaha, s/o late Mr Raj Pal Marwaha, Married, Indian, age 59 Years, Business, r/o B-71, Sarvodaya Enclave New Delhi

Photo	Thumb Impression	Signature
		

Identification

Sr. No.	Witness Details	Signature
1	Adv Amey Shetye, s/o Anant Shetye, Married, Indian, age 32 Years, Advocate, r/o Vasco da Gama Goa	

Comendes  
13/6/2014  
Sub-Registrar

Book-1 Document  
Registration Number MOR-BK1-00866-2014  
CD Number MORD4 on  
Date 13-06-2014

*CB Mendes*  
*13/6/2014*  
Sub-Registrar (Mormugao)

Scanned By:-

*Ketan K. Mhemal*

Signature:-

*K. Mhemal*

Designed and Developed by C-DAC, ACTS, Pune