

(RUPEES EIGHT LAKHS FIFTY THOUSAND ONLY.)

Citizencredit co-operative Bank Ltd.

Mapusa Branch,

Shop No.G - 1, Ground Floor, Block D - 1,

Beshan Homes,

Mapusa, Goa - 403 507

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NON JUDICIAL



Rs. ≈ 0850000 ≈ -4.12.2020

INDIA 365430

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For CITIZEN CREDIT
CO-OP. LTD.TM

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Name of Purchaser REALCON RESIDENCY LLP



Fr. No. 2020 - BR2 - 3244
07/12/2020

DEED OF SALE

THIS DEED OF SALE is made at Mapusa, Taluka, Bardez -
Goa, on this Seventh day of the month of December of the year
Two Thousand and Twenty (**07/12/2020**).

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BETWEEN

(a) **MR. MOHIT AGARWAL**, s/o Lokesh Agarwal, aged 42 years, married, businessman, holding PAN Card bearing no [REDACTED] and Aadhar Card bearing no. [REDACTED], and (b) **MRS. ISHA AGARWAL** alias Eesha Agrawal, wife of Mohit Agarwal, 37 years of age, housewife, married, Indian National, having Pan Card bearing no [REDACTED] and Aadhar Card bearing no [REDACTED] both r/o 2, Bhatavada, Meerut, Budhana Gata, Uttar Pradesh 250002.

(a) **MR. AJAY KUMAR JAIN**, son of Late Sumer Chand Jain, 52 years of age, married, businessman, holding PAN Card no [REDACTED] and; (b) **MRS. NAVITA JAIN**, wife of Ajay Kumar Jain, 46 years of age, married, housewife, holding PAN Card no [REDACTED] and Aadhar Card bearing no. [REDACTED] both r/o 119, Vijay Nagar, western Kotchery Road, Opp R.G Degree College, Meerut, Uttar-Pradesh, hereinafter referred to as the "**VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, legal representatives, executors, administrator and assigns) of the **FIRST PART**.

AND

REALCON RESIDENCY LLP., a LLP incorporated under the Limited Liability Partners Act 2008, LLP Identification No.AAO-2705, having PAN No. [REDACTED] and their Registered office at 378, MMM Road Amritsar Amritsar PB 143001 IN, represented by its Director **MR. VARUN NAGPAL**, Son of Vijay Kumar Nagpal, aged 36 years, Businessman, Married, Indian National, Holder of PAN No. [REDACTED] resident of 97- B, Manekshaw Road, Anupam Garden, Sainik Farm, New Delhi-110062, hereinafter referred to as "**PURCHASER**" (which expression shall unless repugnant to the

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context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) vide Board of Directors resolution dated 01/12/2020, represented herein through duly constituted Power of Attorney Holder **Mr. Savio Monteiro**, son of Mr. Fausto Monteiro, 30 years of age, Indian National, Service, Married, Holder of PAN Card no. [REDACTED] and resident of H.No 425, Feturim, Piedade Divar Ilhas, Goa- 403403, vide Power of Attorney dated 02/12/2020, duly notarized before the Notary Public Adv Madhumita A.N. Salatry, bearing Registration No. 26091/2020 at Mapusa, Goa, of the **SECOND PART.**



WHEREAS the Vendor No.1(b) i.e. Mrs. Isha Agarwal alias Eesha Agraval is represented herein by her husband through duly constituted Power of Attorney Holder Mr. Mohit Agarwal, s/o Lokesh Agarwal, aged 42 years, married, businessman, holding PAN Card bearing no [REDACTED] and Aadhar Card bearing no. [REDACTED] and resident of H r/o 2, Bhatavada, Meerut, Budhana Gata, Uttar Pradesh 250002, vide Power of Attorney dated 05/12/2020, duly notarized before the Notary Public Adv Madhumita A.N. Salatry, bearing Registration No.27036/2020 at Mapusa, Goa.

AND WHEREAS the Vendor No.2(b) i.e. Mrs. Navita Jain is represented herein by her husband through duly constituted Power of Attorney Holder Mr. Ajay Kumar Jain, son of late Sumer Chand Jain, 52 years of age, married, businessman, holding PAN Card no [REDACTED] and resident of r/o 119, Vijay Nagar, western Kotchery Road, Opp R.G Degree College, Meerut, Uttar-Pradesh, vide Power of Attorney dated 04/12/2020, duly notarized before the Notary Public Adv Jagvir Singh, bearing Registration No. 6021/08 at Uttar-Pradesh.

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AND WHEREAS there exist a property known as "DONGOR MARGO" situated within the limits of the Village Panchayat of Siolim, Bardez Goa nor described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenue office and surveyed under survey no. 186/5 of Village Siolim, admeasuring an area of 5425 square meters (Hereinafter referred to as the '**Said Larger Property**'), and more particularly described under SCHEDULE I herein

AND WHEREAS there exist a portion of a property known as "DONGOR MARGO" which form a part of the larger property more particularly described under SCHEDULE I, and situated within the limits of the Village Panchayat of Siolim, Bardez Goa nor described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenue office and surveyed under survey no 186/5 of Village Siolim, admeasuring an area of 3675 square meters (Hereinafter referred to as the '**Said Property II-Plot A** '),and more particularly described under SCHEDULE II herein.

AND WHEREAS there exist another property known as "KER" situated within the limits of the Village Panchayat of Siolim, Bardez, Taluka, Sub-District of North Goa and State of Goa nor described in the Land Registration Office of Bardez nor enrolled in the Taluka Land Revenue office and surveyed under survey no 186/13 of Village Siolim admeasuring 100 square meters (Hereinafter referred to as the '**Said Property III**' and more particularly described under SCHEDULE III herein.

AND WHEREAS the Said larger Property originally belonged to Vaman Balkrishna Naik Bandowadekar alias Vamona Balcrishna Naique Bandivadekar alias Vamona Balacrisna Naique Bandorcar alias Vamona Balcrishna Naique Bandivadecar alias Vamona Balcrisna Naique Bandercar alias Vaman Naik Bandodcar alias Vamona Naique alias Vaman Balkrishna Naik Banaulikar alias Vaman Balkrishna Naik Bandiwadekar.

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AND WHEREAS the said Vaman Balkrishna Naik Bandowadekar alias Vamona Balcrishna Naique Bandivadekar alias Vamona Balacrissa Naique Bandorcar alias Vamona Balcrishna Naique Bandivadecar alias Vamona Balcrisna Naique Bandercar alias Vaman Naik Bandodcar alias Vamona Naique alias Vaman Balkrishna Naik Banaulikar alias Vaman Balkrishna Naik Bandiwadekar who was married to Ramabai Vaman Naik alias Ramabai Vamoa Naique Bandiradecar alias Ramabai Vamona Naique Bandiradecar alias Ramabai Naique Bandorcar alias Ramabai under the regime of communion of assets and who expired on 13/5/1984 and 2/12/1983 respectively without leaving any Will or any other disposition of their last wishes leaving behind their sole only sole universal legal heir their only son i.e Eknata Naique Bandodkar alias Eknata Naique Bandodcar alias Ekanta Naique Bandodkar alias Ecanta Vamona Naique Bandivadecar alias Ecanta Vamona Naique Bandodkar alias Ekanath Naik alias Eknath Vaman Naik Banidvodkar alias Eknath Vaman Naik Bandiwadekar.

AND WHEREAS the said Ecanta Vamona Naique Bandodkar alias Ekanath Naik alias Eknath Vaman Naik Banidvodkar alias Eknath Vaman Naik Bandiwadekar who was married to Devcabai Ecanath Naique Bandivadecar alias Devikabai Eknath Naik Bandevdekar alias Devica Naique Bandorcar alias Devikibai Ecanta Naique Bavdivadekar alias Devikabai Eknath Naik Bandevdekar alias Devka Naique Bandorcar alias Devikabai Eknath Naik Bandivdeker under the regime of communion of assets.

AND WHEREAS thereafter a Deed of Declaration Succession or Qualification of heirs dated 11/6/2018 came to be drawn at page no 20 onwards of Book No 4 in the office of the Civil Registrar cum Sub-Registrar and Notary Ex Officio Pernem came to initiated by Paramananda Ecanta Naique Bandorcar alias Bandorcar before the Sub Registrar of Bardez on the death of Ramabai Vaman Naik

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alias Ramabai Vamoa Naique Bandiradecar alias Ramabai Vamona Naique Bandiradecar alias Ramabai Naique Bandorcar alias Ramabai who expired on 2/12/1983 at Morjim and later on expired her husband Vamona Balcrishna Naique Bandivadekar alias Vamona Balacrisna Naique Bandorcar alias Vamona Balcrishna Naique Bandivadecar alias Vamona Balcrisna Naique Bandercar alias Vaman Naik Bandodcar alias Vamona Naique alias Vaman Balkrishna Naik Banaulikar alias Vaman Balkrishna Naik Bandiwadekar on 13/5/1984 at Varchawada Morjim and later on their daughter/daughter in-law Devcabai Ecanath Naique Bandivadecar alias Devikabai Eknath Naik Bandevdekar alias Devica Naique Bandorcar alias Devikibai Ecanta Naique Bavdivadekar alias Devikabai Eknath Naik Bandevdekar alias Devka Naique Bandorcar alias Devikabai Eknath Naik Bandivdeker on 25/07/1992 expired in Panjim married to Eknath Naik to in her first and only nuptial without pre-nuptial agreement without will or any other disposition of her estate leaving behind as her widower and half sharer or moiety holder the said Eknath Naik and as her sole and universal heirs her following three sons:

- a) Balcrisna Ecanta Naique Bandivadecar alias Balkrishna Ecanta Naique alias Bandorcar alias Bandiwadekar alias Bandivadekar,
- b) Avdhuta Ecanta Naique Bandivadecar, alias Bandorcar alias Bandiwadeker alias Avadhuta Ecanta Naique Bandivadecar alias Bandivadekar.
- c) Paramanand Ecanta Naique alias Paramananda Ecanta Naique Bandorcar alias Bandiwadekar alias Bandivadekar.

AND WHEREAS pursuant to the Deed of Declaration Succession or Qualification of Heirs dated 11/6/2018 the said Eknath Vaman Naik Banidvodkar and his 3 sons i.e. Balcrisna Ecanta Naique Bandivadecar, Avadhuta Ecanta Naique Bandivadecar and Paramananda Ecanta Naique Bandorcar have got their names

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duly mutated/recorded in the Occupant's Column of Survey Form I & XIV of Silolim Village with respect to the Said larger Property against Mutation Entry No. 4561.

AND WHEREAS a suit for declaration and Cancellation of Deed of Declaration, Succession or Qualification of Heirs was filed before the Civil Judge Senior Division at Mapusa by Smt Archana Milind Naique and her daughter Apurva Milind Naik which came to be registered as Special Civil Suit bearing no 104/2006/B thereby declaring that the Deed of Declaration, succession or Qualification of Heirs dated 11/6/1998 drawn at page no 20 onwards of Book No 4 in the office of the Civil Registrar cum Sub Registrar and Notary Ex Officio Pernem to be declared null, void and cancelled and also declaratory decree be passed to the effect that the said Smt. Archana Milind Naique and her daughter Apurva Milind Naik are the co-heirs-successors of the said Late Devicabai and Ecanata Vamona Naique Bandorcar.

AND WHEREAS a Terms of Comprise dated 15/12/2011 came to be filled before the Civil Court Senior Division at Mapusa in Case no SCS 104/2006/B by said Smt Archana Milind Naique and her daughter Apurva Milind Naik which came to be agreed by Balkrishna Ecanta Naique his wife Kaveri Balkrishna Naique, Avadhuta Ecanta Naique Bandorcar his wife Smita Avdhut Naique Bandorcar and Pramanand Ecanta Naique and his wife Maya Paramanand Naique.

AND WHEREAS the Civil Court Senior Division at Mapusa in Special Civil Suit bearing no 104/2006/B was pleased to decree the suit vide Compromise Decree dated 15/12/2011 on the following terms:

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- a) Smt Archana Milind Naique and her daughter Apurva Milind Naik do not challenge the deed of declaration, succession or qualification of heirs dated 11/06/1998 drawn at page no 20 onwards on Book no 4 in the office of the Civil Registrar Cum Sub Registrar and Notary Ex Officio and admit that the said deed of declaration, succession or qualification of heirs legal and valid.
- b) The said Smt Archana Milind Naique and her daughter Apurva Milind Naik and Balkrishna Ecanta Naique his wife Kaveri Balkrishna Naique, Avadhuta Ecanta Naique Bandorcar his wife Smita Avdhut Naique Bandorcar and Pramanand Ecanta Naique and his wife Maya Paramanand Naique have agreed to sell the property named Dongor Mongor surveyed under no 186/5 to Shri Mohit Agarwal and to Shri Ajay Kumar Jain and property named Keri surveyed under no 186/13 of Village Siolim to Shri Mohit Agarwal and to Shri Ajay Kumar Jain.
- c) The said Smt Archana Milind Naique and her daughter Apurva Milind Naik hereby ratify and admit all the acts done by the said Balkrishna Ecanta Naique his wife Kaveri Balkrishna Naique, Avadhuta Ecanta Naique Bandorcar his wife Smita Avdhut Naique Bandorcar and Pramanand Ecanta Naique and his wife Maya Paramanand Naique under the said Deed of Declaration, Succession or Qualification of Heirs dated 11/06/1998 and shall not challenge any of the sale deed executed by the defendant as she has received consideration towards the same under the terms of compromise.

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d) Smt Archana Milind Naique and her daughter Apurva Milind Naik shall not claim any right title or interest in the remaining properties belonging to the estate of her father in law and mother in law i.e Ecanta Vamona Naique Bandivadecar and his wife Devcabai Ecanath Naique Bandivadecar and the Balkrishna Ecanta Naique his wife Kaveri Balkrishna Naique, Avadhuta Ecanta Naique Bandorcar his wife Smita Avdhut Naique Bandorcar and Pramanand Ecanta Naique and his wife Maya Paramanand Naique shall be exclusive owners In possession of the remaining properties belonging to the estate of Ecanta Vamona Naique Bandivadecar and his wife Devcabai Ecanath Naique Bandivadecar.



- e) Smt Archana Milind Naique and her daughter Apurva Milind Naik shall execute separate deed of renunciation under Article 2029 of the Portuguese Civil Code in force in Goa renouncing all their rights, title and in the estate left behind by Ecanta Vamona Naique Bandivadecar and his wife Devcabai Ecanath Naique Bandivadecar infavour of the remaining co-heirs that is Balkrishna Ecanta Naique his wife Kaveri Balkrishna Naique, Avadhuta Ecanta Naique Bandorcar his wife Smita Avdhut Naique Bandorcar and Pramanand Ecanta Naique and his wife Maya Paramanand Naique after the execution of the sale deed.
- f) The Smt Archana Milind Naique her daughter Apurva Milind Naik and Balkrishna Ecanta Naique his wife Kaveri Balkrishna Naique, Avadhuta Ecanta Naique Bandorcar his wife Smita Avdhut Naique Bandorcar and Pramanand Ecanta Naique and his wife Maya Paramanand Naique do hereby agree to execute the Deed of Sale of the property named Dongor-Margo surveyed under no 186/5 of Village Siolim in favour of

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Shri Mohit Agarwal and Ajay Kumar Jain and property named Keri surveyed under no 186/13 of Village Siolim to Shri Mohit Agarwal and to Shri Ajay Kumar Jain from whom they have received the entire consideration towards the sale of the property 186/5 situated at Siolim.

AND WHEREAS pursuant to the compromise decree dated 15/12/2011 passed by the Civil Court Senior Division at Mapusa in Special Civil Suit bearing no.104/2006/B, the said Balkrishna Ecanta Naique his wife Kaveri Balkrishna Naique, Avadhuta Ecanta Naique Bandorcar his wife Smita Avdhut Naique Bandorcar and Pramanand Ecanta Naique and his wife Maya Paramanand Naique have sold the property named Dongor-Margo surveyed under no 186/5 of Village Siolim admeasuring 5425 square meters and property named KER surveyed under no 186/13 of Village Siolim admeasuring 100 square meters in favor of Shri. Mohit Agarwal and Ajay Kumar Jain vide Deed of Sale dated 15/12/2011 duly executed before the Sub-Registrar of Bardez under registration no BRZ-BK1-05833-2011, Book no 1, CD number BRZD259 on 15/12/2011.

AND WHEREAS pursuant to the Deed of Sale dated 15/12/2011 duly executed before the Sub-Registrar of Bardez under registration no BRZ-BK1-05833-2011, Book no 1, CD number BRZD259 on 15/12/2011 the said VENDORS has got their names duly mutated/recorded in the Occupant's Column of Survey Form I & XIV of Silolim Village with respect to the said property against Mutation Entry No. 40784.

AND WHEREAS thereafter a Deed of Rectification dated 30/6/2016 came to executed between the said Balkrishna Ecanta Naique his wife Kaveri Balkrishna Naique, Avadhuta Ecanta Naique Bandorcar his wife Smita Avdhut Naique Bandorcar and Pramanand Ecanta Naique his wife Maya Paramanand Naique and the Vendors herein inorder to rectify the Principal Sale Deed i.e Sale Deed dated 15/12/2011 by incorporation the description no 29148 and 29149

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drawn up at Folio 32 reverse and 33 respectively, both of Book B-75 (N) of Land Registration Record of Bardez and the inscription Number 21982 drawn up at folio 131 reverse of Book G-28 of Land Registration Record of Bardez.

AND WHEREAS the said Vendor no. 1 has sold a portion of the property which form a part of the larger property known as "DONGOR MARGO" situated within the limits of the Village Panchayat of Siolim, Bardez Goa nor described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenue office and surveyed under survey no 186/5 of Village Siolim, admeasuring an area of 600/5425 square meters infavour of Mrs Upma Agarwal vide Deed of Sale dated 10/4/2015 which came to be registered before the Sub-Registrar of Bardez under registration no BRZ-BK1-05357-2015, Book No 1, CD number BRZD764 on 10/4/2015 wherein the Vendor no 2 was confirming to the said Deed of Sale dated 10/4/2015.

AND WHEREAS in the view of the above the VENDORS are the owners in possession of the said larger property more particularly described in Schedule I.

AND WHEREAS the above named VENDORS declare that they own and possess the "SAID PROEPTY II-PLOT A", admeasuring 3675 Square Meters, situated at Siolim Village, and which is described under **SCHEDULE -II** hereunder written.

AND WHEREAS under section 49(6) of the Goa, Daman and Diu, Town and Country Planning Act, 1974, Town & Country Planning Department has granted no objection for registration of the Sale Deed in respect to the said PROPERTY II- Plot A" vide Ref. No: NOC/49(6)/1300/SIOLIM/TCP-20/4496 dated 02/12/2020.

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AND WHEREAS the above named VENDORS declare that they own and possess the "SAID PROPERTY III", admeasuring 100 Square Meters, situated at Siolim Village, and which is described under **SCHEDULE -III** hereunder written.

AND WHEREAS the above named VENDORS have represented to the PURCHASER herein that the "SAID PROPERTY II and III" is free from any registered or non-registered encumbrances, liens, mortgage, charges and the same is not subject matter of any attachments and acquisition by any authority, bank or any financial institutions or person/s.

AND WHEREAS the VENDORS have also represented to the PURCHASER herein, that there are no cases pending in any court of law in respect of the "SAID PROPERTY II and III".

AND WHEREAS the VENDORS have represented to the PURCHASER that:

- That they have clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID PROPERTY II and III" and that they are in lawful occupation, possession and enjoyment of the "SAID PROPERTY II and III".
- That the "SAID PROPERTY II and III" is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever.
- That no other person/persons other than the VENDORS mentioned hereinabove is/are the owner/s or possessor/s of the "SAID PROPERTY II and III" or have any right, claim or interest over the same or any part thereof and that he/she has absolute right to dispose and/or sell the "SAID PROPERTY II and III" and/or deal with it in any manner whatsoever.

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- That there is no legal bar or impediment for this transaction and that the "SAID PROPERTY II and III" is free from encumbrances, liens and/or charges.
- That no notice/s from the Central or State Governments or any other local body or authority under any Panchayat/ Municipality Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the VENDORS or either of them regarding the "SAID PROPERTY II and III";
- That neither the "SAID PROPERTY II and III" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- That neither the "SAID PROPERTY II and III" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- That they have not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease or any other Agreement whether oral or in writing, with any third party or third parties in respect of the "SAID PROPERTY II and III".
- That there are no dues or any other liability outstanding in respect of the "SAID PROPERTY II and III".
- That notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the VENDORS or by any of their predecessors in title or any person claiming under or through the VENDORS, the VENDORS had at all material times heretofore and now have a good right, full power, absolute authority and

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indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID PROPERTY II and III" unto and to the use of the PURCHASER.

AND WHEREAS solely relying and fully believing the said representations of the VENDORS as true, the PURCHASER approached the VENDORS for sale of the "SAID PROPERTY II and III" to itself.

AND WHEREAS the VENDORS have considered the said offer of the PURCHASER, and have agreed to sell; and the PURCHASER herein has agreed to purchase and/or transfer the "SAID PROPERTY" more particularly described under SCHEDULE – II and III hereunder written, to the PURCHASER.

AND WHEREAS solely relying upon the representations and declarations made by the VENDORS herein above and believing the above representations as true and declaration as trustworthy, the PURCHASER has offered to purchase the "SAID PROPERTY I and II" from the VENDORS and the VENDORS have agreed to sell the "SAID PROPERTY II and III" to the PURCHASER for a total price and/or consideration of **Rs.1,83,75,000/- (Rupees One Crore Eighty Three Lakhs Seventy Five Thousand Only)**, which is its fair market value.

AND WHEREAS now the VENDORS have agreed to execute the present Deed of Sale with the PURCHASER thereby transferring the title of the "SAID PROPERTY II and III" unto the PURCHASER; and the PURCHASER is further entitled to have the same transferred in their name.

AND WHEREAS all the parties hereto have agreed and consented freely to reduce the above understanding on the following terms and conditions:

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NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of payment of Rs.1,83,75,000/- (Rupees One Crore Eighty Three Lakhs Seventy Five Thousand Only) which amount after deduction of TDS @ 0.75 equivalent to Rs.1,37,813/- (Rupees One Lakh Thirty Seven Thousand Eight Hundred and Thirteen Only) works out to Rs. 1,82,37,187/- (Rupees One Crore Eighty Two Lakhs Thirty Seven Thousand One Hundred and Eighty Seven Only), is paid by the PURCHASERS to the VENDORS in the manner more particularly stipulated in the Schedule IV hereunder, which receipt of entire consideration, the VENDORS do hereby admit and acknowledge, and do hereby convey and transfer by Deed of Sale in favor of PURCHASERS all their right, title, interest, ownership and possession in the SAID PROPERTY II and III which property is more particularly described in Schedule II and III hereunder written and is delineated in **RED** in the plan annexed hereto as **Annexure- I** together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PROPERTY II and III belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto AND ALL ESTATE rights, title, interest, claim and demand of the VENDORS into or upon the SAID PROPERTY hereby conveyed to the PURCHASERS and every part thereof to have unto and hold the same to the use of the PURCHASERS together with title deeds, writings and other evidence of the title as originally pass on such sale.

2. The VENDORS hereby admit and acknowledge to have received in full and discharge the PURCHASER of the same and every part thereof; they the VENDORS and each of them do hereby grant, convey, sell, transfer, assign and assure by way of SALE unto the PURCHASER for the consideration received, the "SAID PROPERTY II

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and III" described in the SCHEDULE – II and III hereunder written and as shown in the plan annexed hereto, together with all that is situated in the SAID PROPERTY including all the easements, privies, benefits, privileges, advantages, appurtenances, etc. available to the "SAID PROPERTY II and III"; that the PURCHASER shall own, possess, enjoy and hold the "SAID PROPERTY II and III" absolutely and forever and consequently the VENDORS hereby relinquish all their rights, title and interest in the "SAID PROPERTY II and III" hereby sold and conveyed in favour of the PURCHASER.

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3. That the VENDORS have today delivered exclusive, vacant, lawful and peaceful possession of the "SAID PROPERTY II and III" to the PURCHASER, the PURCHASER has taken the possession of the "SAID PROPERTY II and III".
 4. That the PURCHASER may hereafter peaceably and quietly possess, hold, use and enjoy the "SAID PROPERTY II and III" hereby sold to her as her own, without interruption or disturbance, claim or demand on the part of the VENDORS or on the part of any person or persons claiming through or under them.
 5. That the VENDORS covenant with the PURCHASER as under:-
 - (a) that they the VENDORS and all persons claiming through or under them shall and will from time to time upon the request and at the costs of the PURCHASER shall do and execute or cause to be done and execute all such lawful acts, deeds and things, whatsoever for further and more perfectly conveying and assuring the "SAID PROPERTY II and III" unto the PURCHASER and placing her in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required;

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- (b) that they have not entered into any agreement, understanding and or arrangement for sale, development and or disposal or otherwise howsoever with any other party in respect of the "SAID PROPERTY II and III";
- (c) that they have not created any charge and encumbered the "SAID PROPERTY II and III" or any part thereof in favour of any Bank or Financial Institution nor obtained any moneys in respect of the "SAID PROPERTY" and/or any part thereof;
- (d) that they have good, clear, legal, marketable, subsisting title over the "SAID PROPERTY II and III" hereby sold and that the same is free from all encumbrances;
- (e) that the representations and declarations made by the VENDORS unto the PURCHASER, relying upon which the PURCHASER has agreed to purchase the "SAID PROPERTY II and III", be deemed to have been specifically incorporated herein for all purposes and to avoid repetition.
- (f) that there are no outstanding dues in respect of the "SAID PROPERTY II and III" and all taxes such as land tax, house tax etc. or otherwise in regard to the "SAID PROPERTY II and III" shall be borne and paid by the VENDORS up to the date of registration of this present Sale Deed and thereafter by the PURCHASER.
6. That the VENDORS hereby authorizes the PURCHASER to get transferred in their name the "SAID PROPERTY II and III", purchased by them by this present deed with the competent authorities and the VENDORS specifically give No Objection for carrying out mutation and for transferring the survey records in respect of the "SAID PROPERTY II and III" in the name of the PURCHASER and hereby waives any notice that may be required to be addressed to them under any law in force.

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7. That the VENDORS undertake to indemnify and keep indemnified the PURCHASER for any defect in title as against all the person or persons claiming and demanding any right/s, title and interest in the "SAID PROPERTY II and III" and/or any part thereof. Further, the VENDORS and each of them do hereby agree to indemnify and keep indemnified the PURCHASER against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, cost, expenses which may be made or brought or commenced against the PURCHASER by any third party or against the VENDORS or any of them and in which the PURCHASER is subject to any loss, damage etc. in respect to the "SAID PROPERTY II and III" hereby sold.
8. For the purpose of any future communication or correspondence, it shall be sufficient if the letters/notices are duly stamped and posted at the addresses first hereinabove mentioned.
9. Both the parties are entitled for specific performance of the declarations, undertaking and indemnity given herein in these presents.
10. Price paid corresponds to the market value the SAID PROPERTY and accordingly stamp duty of **RS. 8,50,000/- (RUPEES EIGHT LAKHS FIFTY THOUSAND)** has been affixed herewith.



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SCHEDULE I**(Description of Said Property I- Larger Property)**

All that immovable property denominated as "DONGOR MARGO" situated within the limits of Village Panchayat of Siolim of the District of North Goa, State of Goa, nor described in the Land Registration Office Of Bardez and not enrolled in the Taluka Revenue Office bearing old Cadastral Survey no 803 and presently surveyed under survey no 186/5 of Village Siolim Bardez Goa, originally admeasuring 5424 square meters and the same is bounded as under:

East: By property bearing survey no. 186/6 of Village Siolim Bardez Goa.

West: By property bearing survey no 186.4, 186/4-A and 186/4-B of Village Siolim Bardez Goa.

North: By property bearing survey no 190/1 of Village Siolim Bardez Goa.

South: By Public Road.



Molik

Ajgani

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Authorised Signatory

SCHEDULE II

(Description of Said Property II- Plot A)

All that portion of land denominated as Plot 'A', admeasuring 3675.00 square meters which is forming part and parcel of the said property better described in Schedule I herein above, and the same is bounded as under:

East: By property bearing survey no. 186/6 of Village Siolim Bardez Goa.

West: By property bearing survey no 186/4-A and 186/4-B of Village Siolim Bardez Goa.

North: By part of the same property bearing survey no.186/5 of Village Siolim Bardez Goa.

South: By Public Road.

SCHEDULE III

(Description of Said Property III)

All that immovable property denominated as "KER" situated within the limits of Village Panchayat of Siolim of the District of North Goa, State of Goa, nor described in the Land Registration Office Of Bardez and not enrolled in the Taluka Revenue Office bearing old and presently surveyed under survey no 186/13 of Village Siolim Bardez Goa, originally admeasuring 100 square meters and the same is bounded as under:

East: By property bearing survey no 185/5 of Siolim Bardez Goa.

West: By property bearing survey no 185/5 of Siolim Bardez Goa.

North: By property bearing survey no 185/5 of Siolim Bardez Goa.

South: By property bearing survey no 185/5 of Siolim Bardez Goa.

Mohd.

Aqam.

Realcon Residency LLP
Authorised Signatory

SCHEDULE IV

(CONSIDERATION)

**Rs.1,83,75,000/- (RUPEES ONE CRORE EIGHTY THREE LAKHS
SEVENTY FIVE THOUSAND ONLY)**

Total Payable to Vendors	Rs.1,83,75,000/-
Less TDS deducted @ 0.75%	Rs.1,37,813/-
Net Paid on execution of this Deed for Sale after deduction of TDS	Rs. 1,82,37,187/-
<u>Amount paid to the Vendors after deduction of TDS @ 0.75%</u>	
<u>from each of the Vendors in following manner:</u> <i>vide RTGS</i>	
Paid to Vendors No.1	Rs.91,85,593
Paid to Vendors No.2	Rs.91,85,593

IN WITNESS WHEREOF the Parties hereto have hereunto signed this Deed on this 7th day of December, 2020 at Mapusa.



Mohit

Ajgarim

Realcon Residency LLP

[Signature]
Authorised Signatory

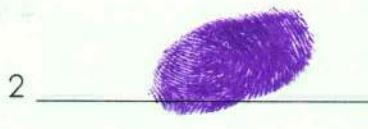


Mohit

22



SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED VENDOR No.1 (A) **MR.MOHIT AGARWAL** for Self and VENDOR No.1 (B) **MRS. ISHA AGARWAL ALIAS EESHA AGRAVAL** by POA of the First Part.



Mohit

Ajisha

Realcon Residency LLP

Authorised Signatory



SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
VENDOR No.2 (A) **MR. AJAY KUMAR JAIN** for Self and VENDOR
No.2 (B) **MRS. NAVITA JAIN** by POA of the First Part.

1 _____



1 _____

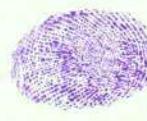


2 _____



2 _____

3 _____



3 _____

4 _____



4 _____

5 _____



5 _____

*Mohit'**Aj Jain'***Realcon Residency LLP***Authorised Signatory*



Mr. SAVIO MONTEIRO

SIGNED, SEALED AND DELIVERED BY THE
WITHINNAMED VENDOR: REALCON RESIDENCY LLP Represented by its
Director-**Mr. VARUN NAGPAL** through his POA holder **Mr. SAVIO
MONTEIRO**

1 _____



1 _____



2 _____



2 _____



3 _____



3 _____



4 _____



4 _____



5 _____



5 _____



Molli

Axjpm

Realcon Residency LLP

Authorised Signatory

WITNESSES:

1. Name : Premdeep. Kankonkar
 Father's Name : Late. Damodar Kankonkar
 Age : 33
 Residential Add. : H. No. 32 Grawant - Chimbai
 Signature : 
2. Name : Rammath Naik
 Father's Name : Suryakant Naik
 Age : 26
 Residential Add. : H: NO 23/A Balbot Bastora Mapusa
 Signature : 

**Realcon Residency LLP**

Authorised Signatory





Government of Goa
Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 07-Dec-2020 01:12:25 pm

Document Serial Number :- 2020-BRZ-3244

Presented at 01:12:05 pm on 07-Dec-2020 in the office of the **Office of the Civil Registrar-cum-Sub Registrar, Bardez** along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	826900
2	Registration Fee	643130
3	Mutation Fees	2500
4	Processing Fee	910
Total		1473440

Stamp Duty Required :826900

Stamp Duty Paid : 826900

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Savio Monteiro , S/o - D/o Fausto Monteiro Age: 30, Marital Status: , Gender: Male, Occupation: Advocate, Address1 - H.No. 425 fetorim Piedade Divar Ilhas Goa -403403, Address2 - , PAN No.: [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Mohit Agarwal , S/o - D/o Lokesh Kumar Age: 42, Marital Status: Married , Gender: Male, Occupation: Business, Address1 - 2, Bhatavada, Meerut, Uttar Pradesh 250002, Address2 - , PAN No.: [REDACTED]			
	Ajay Kumar Jain , S/o - D/o Late Sumer Chand Jain Age: 52, Marital Status: Married , Gender: Male, Occupation:			

2	Business, Address1 - 118, Vijay Nagar, western Kotchery Road, Opp R.G Degree College, Meerut, Uttar-pradesh, Address2 - , PAN No.: [REDACTED]			
3	Savio Monteiro ,S/o - D/o Fausto Monteiro Age: 30, Marital Status: ,Gender:Male,Occupation: Advocate, Address1 - H.No. 425 fetorim Piedade Divar Ilhas Goa -403403, Address2 - , PAN No.: [REDACTED]			
4	Mohit Agarwal ,S/o - D/o Lokesh Agarwal Age: 42, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 2 Bhatavada Meerut Budhana Gata Uttar Pradesh 250002, Address2 - , PAN No.: [REDACTED]			
5	Ajay Kumar Jain ,S/o - D/o Sumer Chand Jain Age: 52, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 119 Vijay Nagar Western Kotchery Road Opp RG Degree College Meerut Uttar Pradesh 250001, Address2 - , PAN No.: [REDACTED]			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Preemdeep Kankonkar, 33 , ,8669610536 , ,Service , Marital status : Married 403006, H.No. 32 Gawant Chimbel, H.No. 32 Gawant Chimbel Chimbel, Tiswadi, NorthGoa, Goa			
2	Ramnath Naik, 26 , ,9022269908 , ,Service , Marital status : Unmarried 403507, H.No. 23/A Balbot Bastora Mapusa Bardez Goa, H.No. 23/A Balbot Bastora Mapusa Bardez Goa Bastora, Bardez, NorthGoa, Goa			


Sub Registrar
SUB-REGISTRAR
BARDEZ

Book :- 1 Document
Registration Number :- **BRZ-1-3158-2020**
Date : 07-Dec-2020



A handwritten signature is written over the typed text "Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)" and "SUB-REGISTRAR BARDEZ".

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)
**SUB-REGISTRAR
BARDEZ**

Receipt

SR. NO:- 3244-BRZ-2020

07/12/2020

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVEDOffice of the Civil Registrar-cum-Sub Registrar, Bardez
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Savio Monteiro

Registration Fee	643130	E-Challan	• Challan Number : 202000998885 • CIN Number : CPAALHRCF0	643130
Processing Fee	910	E-Challan	• Challan Number : 202000998885 • CIN Number : CPAALHRCF0	18670
Total Paid	661800 (Rupees Six Lakh Sixty One Thousands Eight Hundred only)			

Probable date of issue of Registered Document: / /



Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL

Please handover the Registered Document to the person named below

Name of the Person Authorized :

Ramnath Naik

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **07-Dec-2020**

Signature of the person receiving the Document

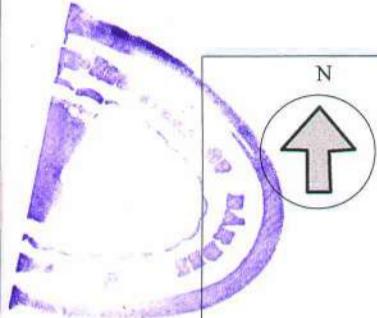
Signature of the Sub-Registrar

Signature of the Presenter

Signature of the Sub-Registrar



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA-GOA



Plan Showing plots situated at
Village : SIOLIM
Taluka : BARDEZ
Survey No./Subdivision No. : 186/ 5
Scale : 1 :1000

CBAR 120-2750

S.No.190

(Rajesh R. Pai-Kuchelkar)
Inspector of Survey &
Land Records.



SURVEY No. 186

4-B

4-A

13

A.K.P.M.
Mohit

Realcon Residency LLP
Authorised Signatory

Rajesh
(F.S)

Generated By : Swapnil Bhonsle (D'Man Gr. II)

On : 26-11-2020

Compared By: