

Chupres Four Lakhs Twenty Seven Thousand Five Hundred And

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SAPANA BERRIER CO-OP. HSG SOCIETY LTD
ST. JOAQUIM ROAD, BORDA,
MARGAO - GOA 403 602

D-5/STP(V)/C.R./35/3/2011-RD



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NON JUDICIAL
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Rs.0427590/- PB7223

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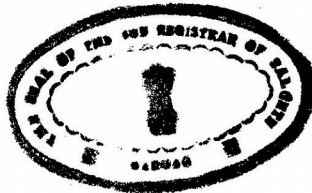
Name of Purchaser... Royal Builders & Real Estate Developers

For CITIZEN CREDIT CO-OP. BANK LTD.



M. F. Moura
Authorised Signatory

Albino Fernandes Shul



DEED OF SALE

Miles Peels Shul Joanda

THIS **DEED OF SALE** is made in this city of Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this 17th day of March, 2017 (17/03/2017) **BY:**

1. **Mr. JOSE KENNEDY FERNANDES** alias **KENNEDY FERNANDES**, son of late Mr. Ursino Francisco Fernandes alias Ursino Fernandes alias Ursino Francis Mariano Fernandes, aged 52 years, in service, holding Income Tax Card bearing PAN ACHPF8010A, Aaddhar Card no. 2279 8685 4028, married and his wife;
2. **Mrs. LEENA GOMES FERNANDES** alias **LEENA GOMES** alias **PASQUELINA FERNANDES** alias **PASQUELINHA GOMES E FERNANDES** alias **PASQUINHA GOMES** alias **PASQUELINHA GOMES** alias **PASKELENA FERNANDES** alias **PASQUELINHA GOMES**, d/o late Shri. Xavier Gomes, aged 46 years, occupation housewife, holding Income Tax Card bearing PAN ACEPF7488D, Aaddhar Card no. 2923 2248 0376, both residents of H. No. 208, 3rd Ward, Colva, Salcete-Goa, both Indian Nationals and hereinafter referred to as the "**VENDORS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, administrators, executors, successors and assigns) of the **ONE PART**.

AND

M/S ROYAL BUILDERS & REAL ESTATE DEVELOPERS (holder of Income Tax Card bearing PAN AAOFR2529M), a partnership firm duly registered under the Indian Partnership Act 1932 having its registered office at Shop No. 5, Royal Classic Building, Dongorim, Navelim, Salcete, Goa, represented by its partners:

- (i) **MR. ALBINO ANAND FERNANDES**, son of late Mr. Antonio Fernandes, age 42 years, occupation business, Permanent

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Account Number AARPF0230C, married, residing at H. No. 156/A, St. Minguel Waddo, Dramapur, Salcete-Goa; and

- (ii) **MR. EDWARD PHILIP FERNANDES**, son of late Mr. Beatriz Piedade Fernandes, age 47 years, occupation business, Permanent Account Number AAKPF9999B, unmarried, residing at H. No. 167, Cumborda, Sarzora, Chinchinim, Salcete-Goa;

hereinafter referred to as the **"PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include it's all present and future partners, successor in interest, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS there exists a property known as "COLDEM" or "COMBACHEM" or "COMACHEM" or "KUDYA PEDRALO" or "KUDYA PADI OLEM", situated at Talaulim, within the limits of Village Panchayat of Navelim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office under no. 19017 of New Series but not enrolled in the Taluka Revenue Office.

This property is better described in the SCHEDULE A hereunder written and is hereinafter referred to as "SAID BIGGER PROPERTY".

AND WHEREAS the Said Bigger Property was initially owned by Mr. Salvador Fernandes, who vide Deed of Sale and Discharge dated 03/08/1942, duly registered in the Office of the Notary Shri. Arfano de Loyola Patricio Furtado in the Judicial Division of Salcete at Margao, at page no. 21v of Deeds Book No. 535, sold unto Mr. Ursino Francisco Fernandes, 3/14th part of the SAID BIGGER PROPERTY, in whose name the same came to be inscribed on 24/09/1942 under Inscription No. 35942.

AND WHEREAS during the survey operation conducted in the State of Goa, the Said 3/14th part of the Said Bigger Property purchased via

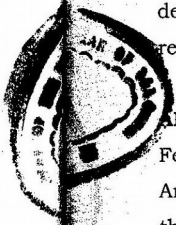
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Deed of Sale and Discharge dated 03/18/1942, came to be surveyed under Survey No. 101/3 of Talualim Village as admeasuring 2275.00 Sq. meters with the name KUDYA PEDRALE in the name of Mr. Ursino Francisco Fernandes.

This 3/14th part of the Said Bigger Property corresponding to property surveyed under Survey No. 101/3 of Telaulim Village is better described under SCHEDULE B hereunder written and is hereinafter referred to as "SAID PROPERTY".



AND WHEREAS said Mr. Ursino Francisco Fernandes alias Ursino Fernandes alias Ursino Francis Mariano Fernandes was married to Mrs. Aninha Rodrigues under the regime of communion of assets and thus the Said Property was co-owned by the said couple jointly.

AND WHEREAS said Mr. Ursino Francisco Fernandes expired on 07/01/2000 leaving behind his widow and moiety holder Mrs. Aninha Rodrigues and his two sons namely; (i) Mr. Pushkal Mariano Fernandes married to Mrs. Rita Piedade Fernandes and (ii) Mr. Jose Kennedy Fernandes married to Mrs. Pasquinha Gomes, as their sole and universal heirs as declared vide Deed of Succession dated 20/02/2004 duly drawn in the office of the Notary Ex-Officio of Salcete at folio 23V of Wills of Book No. 1459, in pursuance to which their names were included in the Occupant's Column of Survey No. 101/3 of Telaulim Village.

AND WHEREAS of the Said Property, an area admeasuring 245.00 Sq. meters was acquired by the Government for construction of road on the Eastern, Western, Northern and Southern (part) boundaries of the Said Property, resultant thereof in reduction of the area of the Said Property to 2030.00 Sq. meters.

Kudya *Pedra*

Ursino *Aninha*

AND WHEREAS said Mrs. Aninha Rodrigues and her children, decided to partition the Said Property by meets and bounds and accordingly divided the same into two equal halves each admeasuring 1015.00 Sq. meters and were identified as Plot A and Plot B and vide Deed of Partition by Meets and Bounds dated 28/10/2009 duly registered before the Office of Sub-Registrar of Salcete under Reg. no. 2 at pages 230 to 249, Book No. I, Vol. No. 3615 dated 30/11/2009 read with Deed of Declaration dated 06/11/2009 duly registered before the Office of Sub-Registrar of Salcete under Reg. no. MGO-BK1-05194-2009, CD No. MGOD2 dated 06/11/2009, the Plot A admeasuring 1015.00 Sq. meters was allotted to the VENDORS herein while the PLOT B admeasuring 1015.00 Sq. meters was allotted to Mr. Pushkal Mariano Fernandes and his wife, with the consent and confirmation of Mrs. Aninha Rodrigues whom was paid money towards her share in the Said Property.

AND WHEREAS of the said area of 1015.00 Sq. meters of Plot A, an area admeasuring 60.00 Sq. meters is lost towards road widening, thus leaving the VENDORS with the ownership and possession of an area admeasuring 955.00 Sq. meters of PLOT A.

This PLOT A which admeasures an area of 955.00 sq. mts., is hereinafter referred to as "SAID PLOT" and is more fully described in SCHEDULE C herein under written.

AND WHEREAS the VENDORS herein approached the PURCHASER expressing their willingness to sell the SAID PLOT and declared and covenanted unto the PURCHASER as follows:-

- a) That they own the Said Plot and are in lawful occupation, possession and enjoyment of the SAID PLOT;
- b) That they have absolute right and authority under the law to dispose and/or sell the SAID PLOT and/or deal with it in

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any manner whatsoever and no permission or consent of any person or authority is required;

- c) That they have clean, clear, subsisting and marketable title to the SAID PLOT and that the same is free from all encumbrances, liens or charges of whatsoever nature;
- d) That there is no legal bar or impediment for sale of the SAID PLOT;
- e) That no notices from the Central or State Governments or any local body or authority under any 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 them regarding the SAID PLOT;
- f) That the SAID PLOT is not the subject matter of any attachment nor of any certificate nor other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and / or Regulation and / or under any subsisting Order, Judgment and / or Decree of any Court of Law;
- g) That the SAID PLOT is not the subject matter of any civil suit, criminal complaints / case or any other action or proceeding in any court or forum;
- h) That there is / are no mundkar/s or tenant/s or agricultural tenant/s or any other type of encumbrance on the SAID PLOT;
- i) That they have not agreed, committed or contracted or entered into any agreement for sale / construction / development / sale Deed or lease or any other Agreement whether oral or in writing, with any third party or third parties in respect of the SAID PLOT whether individually or jointly;

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- j) That they have not obtained any financial assistance from any bank or other financial institutions nor have created any charge and or encumbered the SAID PLOT or any part thereof, in any manner whatsoever.
- k) 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 indefeasible title to grant, sell, convey, transfer, assign and assure the SAID PLOT unto and to the use of the PURCHASER;
- l) That the SAID PLOT or any part thereof does not fall in any zone prohibited for development;
- m) That they wish to sell the SAID PLOT for the total consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only).

AND WHEREAS on the basis of the representations and declarations made by the VENDORS herein above in this recital clause and believing the above representations as true and declaration as trustworthy the VENDORS decided to purchase the SAID PLOT and in furtherance thereto towards legal due diligence issued a Public Notice on local daily "O Herald" on 08/03/2017, calling for objections, if any, from general public, however, no objection of whatsoever nature has been received and thus, the PURCHASER have decided to proceed with the purchase of the SAID PLOT for the aforesaid consideration.

AND WHEREAS the parties hereto now execute the present deed, thereby VENDORS transferring the right, title, interest and possession of the SAID PLOT unto the PURCHASER.

Kunde *PPand*

PPand *PPand*

1. That in pursuance to the said understanding and in consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only), paid by PURCHASER unto the VENDORS as follows:

- herein amounting to Rs. 95,000/- (Rupees Ninety Five Thousand only),

rights and appurtenances unto and to the use and benefit of the PURCHASER forever.

possession of the SAID PLOT unto the PURCHASER and the PURCHASER acknowledges the same.

8

3. The VENDORS declare that they have absolute right and title to convey the SAID PLOT to the PURCHASER and that it shall be lawful for the PURCHASER from time to time and at all time hereafter peaceably and quietly to hold and enjoy the SAID PLOT hereby granted with their appurtenances and receive benefits thereof without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the said VENDORS and/or any persons from/under them.

The VENDORS covenant with the PURCHASER that they and all persons claiming through or under them shall and will from time to time upon the request 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 PLOT unto the PURCHASER and placing it in possession of the same according to the true intent and meaning of these presents, that shall or may be reasonably required.

5. The VENDORS hereby declare that they have not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or things whereby they are prevented from selling or consenting the SAID PLOT in the manner aforesaid and hereinafter.

6. The VENDORS authorize and specifically communicate no objection the PURCHASER to carry out mutation and for inclusion of the name of the PURCHASER in the survey records of the Survey No. 101/3 of Telaulim Village and thereupon to partition the SAID PLOT from the Said Property hereby waives any notice that may be required to be addressed to them under any law in force.

7. The parties hereby declare that they are aware of notification bearing no. RD/LND/LCR/318/77 dated 21/08/1978 and Circular No. 16/04/2011-RD dated 06/06/2011 issued by the Government of Goa

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and hereby declare that they do not belong to the Schedule Castes or Schedule Tribes category.

8. That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode or in violation of any law, policy or circular of State or Central Government, or for any objection by any party for any reason whatsoever, the VENDORS, shall be fully liable and responsible to settle any such share, right, interest, claim of the third party/objectionist in the SAID PLOT from the consideration determined herein and the PURCHASER shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDORS for any such settlement made by them with the third party.

9. In case the PURCHASER or its nominee is deprived from possessing and enjoying the SAID PLOT and or any part thereof at anytime in future, due to any defect in ownership/title or identification of the VENDORS or due to claim or objection from any person, firm, company, Bank, credit society, financial Institution etc., the VENDORS shall indemnify and keep indemnified the PURCHASER against all such claims, objections etc.

10. The VENDORS undertake to indemnify and keep indemnified the PURCHASER for any defect in title against all the person or persons claiming and demanding any right/s, title and interest in the SAID PLOT. Further, the VENDORS 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

Kunder

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by any third party or against the VENDORS and in which the PURCHASER is subject to any loss, damage etc. in respect to the SAID PLOT hereby sold.

SCHEDULE A

(OF THE SAID BIGGER PROPERTY)

ALL THAT Property known as "COLDEM" or "COMBACHEM" or "COMACHEM" or "KUDYA PEDRALO" or "KUDYA PADI OLEM", situated in Talaulim, within the limits of Village Panchayat of Navelim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office under no. 19017 of New Series but not enrolled in the Taluka Revenue Office and bounded as under:

East : with the Land of the heirs Jose Inacio Lourenco, Hipolito de Andrade and Confiscated land of Pascoal Joao Pires;
 West : with the land of Agostinho da Piedade dos Santos Vas, Francisco Lorencio, Filipe Nery and others;
 North : with the land of the heirs of Jose Joaquim da Piedade Miranda; and
 South : with the land of Lourenco Justino Soares and said Santos Vas.

SCHEDULE B

(of the SAID PROPERTY)

ALL THAT property known as KUDYA PEDRALE admeasuring 2275.00 Sq. meters, forming an independent and separate unit in itself surveyed under Survey No. 101/3 of Talaulim Village, erstwhile forming 3/14th part of the property described in SCHEDULE A above and bounded as under:

East : partly by the property under Survey No. 102/11, 102/5 and drain;
 West : partly by the property under Survey No. 97/3 and partly by Survey No. 101/1 of Talaulim Village

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Handwritten signature: "S. H. H."

Handwritten signature: "J. Soares"

North: partly by the property under Survey No. 101/1 and partly by Survey No. 101/2 of Talaulim Village;
 South: by the property under Survey No. 101/4 of Talaulim Village.

The Area and boundaries of the Said Property upon acquisition:

AREA:

2030 Sq. meters

BOUNDARIES:

East : by road;
 West : partly by Road and partly by Survey No. 101/1 of Talaulim Village;
 North: partly by Road and partly by Survey No. 101/1 of Talaulim Village;
 South: by the property under Survey No. 101/4 of Talaulim Village.

The Said Property originally admeasuring 2275.00 Sq. meters, now admeasures 1795.00 Sq. meters as per survey records, as an area admeasuring 480.00 Sq. of the Said Property has been partitioned and recorded under Survey No. 101/3-A.

SCHEDULE C

(OF THE SAID PLOT HEREBY SOLD)

ALL THAT portion of land admeasuring 955.00 Sq. meters, forming part of the Plot A, which Plot A forms part of the property described in SCHEDULE B herein above written and bounded as follows:

EAST: partly by the property under Survey No. 101/3-A of Talaulim Village and partly by remaining part of Plot B of the Said Property;
 WEST: by a road and partly by Survey No. 101/1 of Talaulim

Kendes *P. Brok* *S. H. P.* *J. G. and*

Village;

NORTH: by a road and partly by Survey No. 101/1 of Talaulim Village; and

SOUTH: by the property under survey no. 101/4 of Telaulim Village.

The PLOT A of which the SAID PLOT formed part was bounded as under:

EAST: by portion of the Said Property identified as Plot B;

WEST: by a road and partly by Survey No. 101/1 of Talaulim Village;

NORTH: by a road and partly by Survey No. 101/1 of Talaulim Village; and

SOUTH: by the property under survey no. 101/4 of Telaulim Village.

The SAID PLOT hereby sold is better identified in the PLAN annexed hereto and same has shape and dimensions as shown in the plan and the same forms part of this deed.

IN WITNESS WHEREOF this Deed is made on the day, month and the year first above mentioned and the parties hereto have set and affixed their respective photographs and signatures in the presence of Witnesses.

Hider *Peck* *Alfred* *Leond*

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
VENDORS:

Mr. JOSE KENNEDY FERNANDES alias KENNEDY FERNANDES

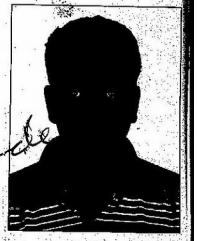
The member no. 1 of the VENDORS

The party of the FIRST PART

In the presence of....

Hides

Hides



Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr. JOSE KENNEDY
FERNANDES alias KENNEDY FERNANDES

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr. JOSE KENNEDY
FERNANDES alias KENNEDY FERNANDES

Hides *Rubio*

[Signature] *[Signature]*

Mrs. **LEENA GOMES FERNANDES** alias **LEENA GOMES** alias
PASQUELINA FERNANDES alias **PASQUELINHA GOMES E**
FERNANDES alias **PASQUINHA GOMES** alias **PASQUELINHA GOMES**
 alias **PASKELENA FERNANDES** alias **PASQUELINHA GOMES**

the member no. 2 of the VENDORS

the party of the FIRST PART

in the presence of.....



P. Fernandes

				
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LEFT HAND FINGER PRINT IMPRESSION OF **Mrs. LEENA GOMES FERNANDES**

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mrs. LEENA GOMES FERNANDES**

M. Fernandes

P. Fernandes

M. Fernandes

P. Fernandes

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER:

M/S ROYAL BUILDERS & REAL ESTATE DEVELOPERS Represented herein by its Partners

MR. ALBINO ANAND FERNANDES

Party of the Second Part

in the presence of.....

[Signature]



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LEFT HAND FINGER PRINT IMPRESSION OF MR. ALBINO ANAND FERNANDES

Thumb	Index finger	Middle finger	Ring finger	Little finger

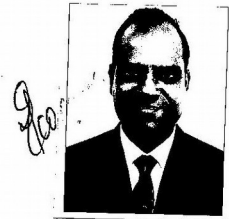
RIGHT HAND FINGER PRINT IMPRESSION OF MR. ALBINO ANAND FERNANDES

[Signatures of witnesses]

MR. EDWARD PHILIP FERNANDES

Party of the Second Part
in the presence of....

Records



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LEFT HAND FINGER PRINT IMPRESSION OF **MR. EDWARD PHILIP FERNANDES**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **MR. EDWARD PHILIP FERNANDES**

In the Presence of:

- Name : christ M. Fernandes
 Address : 140, Sarjma, Salcete, Goa
 Signature : *Christ M. Fernandes*
- Name : Pooja Karekar
 Address : Mandapa, Navelim, Salcete, Goa.
 Signature : *Pooja Karekar*

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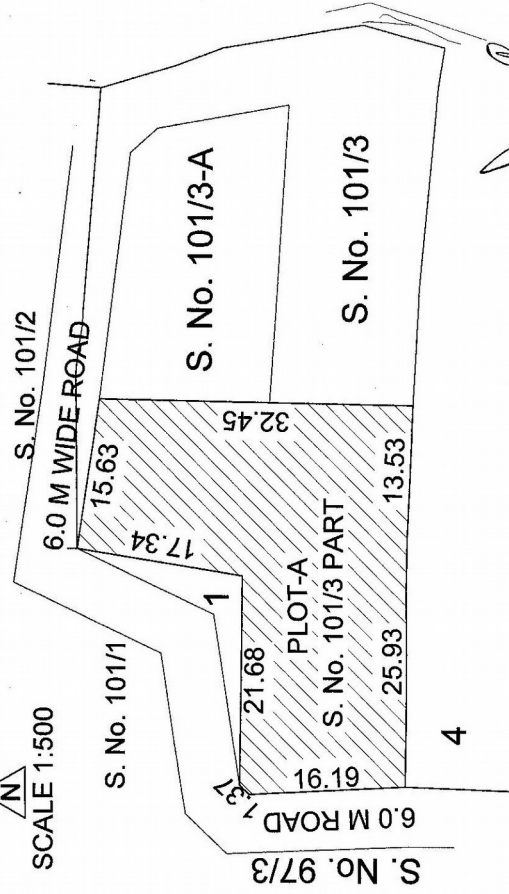
Geo

Records

AREA OF PLOT-A = 955 SQM



SCALE 1:500



VENDOR

PURCHASER

617*

Office of Sub-Registrar Salcete/Margao

Government of Goa

17-03-2017 10:55:32 AM

Page 1145

on 17-03-2017 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid

Description	Rs. Ps
Fee	332500.00
Stamps	280.00
	332780.00

427500.00

Stamp Duty Paid: 427590.00

Applicant's presenter

Name	Photo	Thumb Impression	Signature
Mr. S/o. Late Antonio Married, Indian, age 42 r/o No. 156/A, Minguel Colva, Goa As the Partners of Real Estate Developers			

Endorsements

Mr. S/o. Late Ursino Francisco Fernandes, Married, Indian, age 52
r/o No. 208, 3rd Ward, Colva, Salcete, Goa

	Thumb Impression	Signature
		

Mr. S/o. Late Xavier Gomes, Married, Indian, age 46 Years, House-Wife, r/o No. 208, 3rd
Ward, Colva, Salcete, Goa

Thumb Impression	Signature
	

...des, S/o. Late Antonio Fernandes, Married, Indian, age 42
 ...s/A, Minguel Waddo, Dramapur, Salcete, Goa As the Partners of M/s. Royal Builders and

Thumb Impression	Signature
	

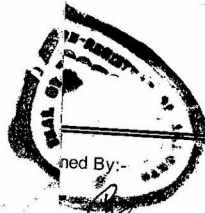
...nades, S/o. Beatriz Piedade Fernandes, UnMarried, Indian, age 47 Years, Business, r/oH. No.
 ...a, Chinchinim, Salcete - Goa As the Partners of M/s. Royal Builders and Real Estate

Thumb Impression	Signature
	

Witness Details	Signature
...des, s/o. Domnic Fernandes, Married, Indian, age 56 ...e, r/o Carmona, Salcete Goa	

Sd/- Registrar
REGISTRAR
- CUM -
SUB-REGISTRAR
SALCETE

Book-1 Document
Registration Number MGO-BK1-01135-2017
CD Number MGOD110 on
Date 17-03-2017



Sub-Registrar (Salcete/Margao)

igned By:-

iture:-

CIVIL REGISTRAR
- CUM -
SUB-REGISTRAR
SALCETE

ed and Developed by C-DAC, ACTS, Pune