


AXIS BANK LTD  
SIDDHARTH BANDOOKAR BHAVAN  
P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/C.R./35/2/2010-RD

भारत 16504 NON JUDICIAL गुंजा  
118634 DEC 24 2014  
2010 2011 2012 2013 2014 2015 13:31  
R. 0800000/- PB5740  
INDIA STAMP DUTY GOA

NAME: M/s Novate/ Constructions  
ADDRESS: Panaji Goa  
THROUGH: Subhash Pednekar  
SIGNATURE:   
RECEIPT NO: AXI18/16504

For AXIS BANK LTD.

  
Authorized Signatory  
P. Shirgaonkar Road,  
Panaji, Goa-403001.



### DEED OF SALE

This **DEED OF SALE** is made at Mapuca Bardez Goa, on this  
24<sup>th</sup> day of December, 2014,

BETWEEN

For M/s. NOVATEL CONSTRUCTIONS

  
PARTNERS





- (1). MR. BRIAN LOPES alias VINCENT BRIAN LOPES, son of late Irwin Lopes alias Irwin Daniel Lopes, 48 years of age, service, holding Pan Card bearing No.AFYPL1985L, and his wife,
- (2). MRS. PHILOMENA LOPES, 40 years of age, Housewife, holding Pan Card bearing No.AGJPL4837D, both Indian Nationals and residing at House No.15, Fattawaddo, Nerul, Bardez, Goa,
- (3). MRS. TERESA LOPES alias PHILOMENA BELLA NORONHA alias TERESA NARONHA E LOPES, 75 years of age, Domestic affairs, holding Pan Card bearing No. AACPL4086F,
- (4). MR. JOHNSON LOPES, son of late Irwin Lopes alias Irwin Daniel Lopes, 54 years of age, service, holding Pan Card bearing No.AEMPL6634B, and his wife,
- (5). MRS. RITA LOPES, 46 years of age, service, holding Pan Card bearing No AHUPL1325N,
- (6). MR. FRANCIS LOPES, son of late Irwin Lopes alias Irwin Daniel Lopes, 52 years of age, bachelor, service, holding Pan Card bearing No.ABJPL9757F, all Indian Nationals and residents of West View, 1<sup>st</sup> Pasta Lane, Colaba, Mumbai, hereinafter jointly called the "SELLERS" (which expression shall unless repugnant to the context and meaning shall mean and include its executors, successors in office, legal representatives, administrators and assigns) of the ONE PART. Seller no. 3, 4, 5 and 6 are represented in this act by their duly constituted attorney Mr. Brian Lopes, Seller no. 1 herein, by virtue of power of attorney executed before Notary Public Advocate P. R. Dalmia, Nagindas Master Road, Mumbai, dated 19.01.1998


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PARTNERS



and Seller no.2 is represented by her duly constituted attorney Mr. Brian Lopes, Seller no.1 by virtue of Power of Attorney executed before Notary public Adv. D. P. Dabholker, at Mapuca Goa, under no.884/06 dated 01.04.2006.

**AND**



M/s. NOVATEL CONSTRUCTIONS, a partnership firm registered under the Indian Partnership Act, 1956, having its registered office at 605/606, Shiv Towers, 14 Patto Plaza, Panaji – Goa, and PAN CARD NO. AALFN3652N, hereinafter referred to as '**PURCHASER**' (which expression shall unless repugnant to the context or meaning shall mean and include his legal representatives, executors, administrators and assigns) of the SECOND PART, represented in this act by their duly authorized partner Mr. Suresh V. Parulekar, 72 years of age, Indian National, residence of H. No.A/107/A Reis Magos, Bardez Goa.


**WHEREAS** there exists a property known as "**AMBEA KENI**" admeasuring 5,960 square meters, situated at Nerul, Bardez, Goa, not described in the Land Registration Office nor in Matriz Predial so also not described in the Land Registration Office, presently surveyed under Survey No. 85/9, Village Nerul, cadastral survey No. 380 of Village Nerul, Taluka Bardez-Goa and bounded as under:

For M/s. NOVATEL CONSTRUCTIONS

  
**PARTNERS**



East – by Survey No. 85/10  
West – by Survey No. 85/8  
North – by Public road  
South – by the road



**WHEREAS** the inventory proceedings were instituted in the Court of Civil Judge, Senior Division, at Panaji, bearing Inventory Proceedings No. 53/97/B by Mrs. Teresa Lopes alias Philomena Bella Noronha alias Teresa Naronha E Lopes as Inventariante and Mr. Taumaturgo Paulo Lopes alias Joaquim Antonio Gregorio Taumaturgo Paulo Daniel Lopes, Mrs. Sancina Isabell Lopes alias Sanchina Pulqueria Isabel Rodrigues, Mr. Irwin Lopes alias Irwin Daniel Lopes, Mr. Antonio Xavier Vaz, Mr. Caetano Lopes and Mrs. Ana Maria Lopes alias Ana Maria Fernandes as Inventariados. In the said Inventory Proceedings 9 (Nine) properties were listed in the list of Assets and another property in the additional list of Assets. The said Inventory proceedings were disposed of in terms of, consent terms filed in the said proceedings. In the said Inventory proceedings property listed in List of Assets at items No. 1, 2, 3, 4, 5, 6, 8, & 10 were jointly allotted to interested parties namely Mrs. Teresa Lopes, Mr. John Lopes, Mr. Francis Lopes and Mr. Brian Lopes. The remaining properties were jointly allotted to all the parties.

**AND WHEREAS** the property described in Schedule – I herein below was allotted to the Vendors herein, which property

For Ms. NOVATEL CONSTRUCTIONS

  
PARTNERS





was listed, in said Inventory proceedings at Item No. 4. By virtue of said inventory proceedings the Vendors became absolute owners in possession and continued to enjoy and possess the said property described in Schedule – I as their own.

**AND WHEREAS** the Sellers, herein instituted a Regular Civil Suit No.89/06/E, in the Court of Civil Judge, Junior Division 'E' Court at Mapusa, Goa; against one Mr. Suresh Parulekar, his wife Mrs. Manda Suresh Parulekar and his son Shri. Prasad Suresh Parulekar, for a Declaration and Permanent Injunction, restraining them from interfering in the property described in Schedule I in any manner or carrying out development work in the said property.

**AND WHEREAS** the said Regular Civil Suit No. 89/06/E was compromised between the Vendors and Mr. Suresh Parulekar, his wife and his son and a compromise decree was passed by the Court on 12/08/2013. In terms of the compromise arrived at in said suit NO. 89/06/E, the total area of 5,950 square meters of the property described in Schedule – I, was divided into two parts, namely an area of 2,200 square meters and an area of 3,750 square meters. as per the plan drawn and filed in the consent terms.

**AND WHEREAS** by virtue of the consent terms arrived at in Regular Civil Suit NO.89/06/E, Mapusa Goa, Mr. Suresh Parulekar, his wife and his son were jointly allotted an area of 2,200 square meters and the possession and title was conveyed of said area of

For M/s. NOVATEL CONSTRUCTION:

  
PARTNER



2,200 square meters in favour of Suresh Parulekar, his wife and son. The remaining area of 3,750 square meters was retained by the Sellers which was separately marked on the plan annexed to the consent Decree who are in possession of the same


**AND WHEREAS** the purchaser have approached the Sellers to purchase an area of 3,750 square meters, described in Schedule – II hereinafter of the bigger property described in Schedule – I, the property hereby sold is marked in red colour and shown in the plan annexed herein and the Sellers have agreed to sell the same for a consideration of Rs. 2,00,00,000/- (Rupees Two Crores Only), which is the present market value of the same, on terms and conditions set-out below.

**NOW THIS DEED WITNESSETH AS UNDER :**

1. That in pursuant to the agreement and in consideration of a total sum of Rs. 2,00,00,000/- (Rupees Two Crores Only), paid by the Purchaser to the Sellers by way of six cheques, all drawn on South Indian Bank Ltd. Panaji Goa; all dated 22.12.2014, bearing Numbers 005351, 005352, 005353, 005355, 005356, 005357 for RS.50,00,000/-, RS.50,00,000/-, RS.25,00,000/-, RS.25,00,000/-, RS.25,00,000/-, and RS.25,00,000/- respectively totaling RS.2,00,00,000/-(Rupees Two Crores Only), the receipt of which the Sellers hereby admits, acknowledges and confirms, and the Sellers being the absolute owners in possession hereby grants, transfers,

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assigns, conveys and assures by way of sale unto the Purchaser all that property described in Schedule-II of the bigger property described in Schedule I hereinafter written and the property hereby sold is better identified and marked in red colour in the plan annexed hereto, together with all rights, title, interest, uses, benefits, easements, privileges, advantages, claims, demands, drains, trees, plants, ways, paths, passage, commons, and appurtenances whatsoever, now or at any time hereto before usually held, used, occupied or known as part thereof or be appurtenance thereto and all the corresponding estates, rights, title, interest, use possession, benefits, claim and demand whatsoever both at law and in equity of the Sellers, free from all encumbrances, charges and liens for them TO HAVE AND TO HOLD the same absolutely forever.

2. The Sellers do hereby covenant with the Purchaser that notwithstanding any act, thing or deed done or executed by the Sellers or knowingly suffered to the contrary, the Sellers now have good right, title and full authority to sell, transfer, grant and convey the said land hereby sold, transferred, granted or conveyed or expressed so to be UNTO AND TO THE USE and BENEFIT of the Purchaser in the manner aforesaid.

3. The Sellers hereby declare that the said property described in Schedule-II here by sold or any part thereof is not the subject of any acquisition or requisition by any authority under the Land

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PARTNERS -7-



Acquisition Act nor it is subject to any tenancy or other claims or suit.

4. The Purchaser shall and may at any time hereinafter peacefully hold, enjoy, use the said land, receive rents, profits thereof for their own use and benefits without any suit, eviction, obstruction, interruption, claim or demand from the Sellers and the Sellers hereby undertakes to indemnify the Purchaser if any other person claims better title to that which is hereby sold or to pay damages to the Purchaser together with the entire consideration amount received by them, in case the rights which are claimed by any third person partly or wholly renders this sale null and void or ineffective.

5. In case the Purchaser is ever dispossessed from the said property hereby sold or any part thereof by reason of any defect in the title of the Sellers, the Sellers do hereby agree and undertake to repay to the Purchaser the entire consideration amount received by them together with reasonable interest or as the case may be, such portion thereof as shall bear in proportion to the property where from the Purchaser are dispossessed and shall keep the Purchaser fully saved and indemnified.

6. The Sellers do hereby declare that the property hereby sold is free from encumbrances whatsoever made or suffered by the Sellers and the Sellers shall and will from time to time and at all

For M/s. NOVATEL CONSTRUCTIONS

PARTNERS

-8-





times hereinafter at the cost of the Purchaser execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the aforesaid rights in the aforesaid plot of land hereby sold unto and to the use of the Purchaser in the manner aforesaid as shall and/or may be reasonably required.

7. The Sellers do hereby agree with the Purchaser and declare that they have not done or been party to any act whereby the said property may be under any charge, encumbrance or otherwise, howsoever, whereby the Sellers are prevented from conveying the said property or any part thereof to the Purchaser.

8. The Sellers do hereby further declare that they have no objection for the mutation of the survey records of rights pertaining the land/property to enter the name of the Purchaser in the occupants' column of the Form I and XIV and declaration be taken as due notice to the sellers for purposes.

9. The Sellers hereby assure, confirm and declare to the Purchaser that they have not entered into any agreement or any sought of arrangement with any other person/s individual, firm, company or any third party for the sale or transfer of the property hereby sold.

10. The Sellers assures, declares and confirms to the Purchaser that there are no arrears of any tax and/or dues payable by the

For M/s. NOVATEL CONSTRUCTION:

  
PARTNERS





Seller to the Village Panchayat, or any Authority or Government body with respect to the said property.

11. The Market Value of the property hereby sold is Rs. 2,00,00,000/- (Rupees Two Crores Only) and Stamp duties is paid accordingly in respect of this Sale.

12. It is hereby declared that the property hereby sold/purchased does not belong to schedule caste or schedule tribe persons.

#### **SCHEDULE - I**

**ALL THAT** property known as 'AMBEA KENI' admeasuring 5,970 sq. mtrs., situated within the area of Village Panchayat Nerul, Taluka Bardez not described in the land Registration office, presently surveyed under Survey No.85/9, Village Nerul, and bounded as follows:

North : by Public Road,  
West : by Survey No.85/8,  
East : by Survey no.85/10,  
South : by the Road.

#### **SCHEDULE - II**

**ALL THAT** part of the property known as 'AMBEA KENI' admeasuring 3750 sq.mts, of larger property admeasuring 5,970 sq. mtrs., situated within the area of Village Panchayat Nerul, Taluka

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Bardez not described in the land Registration office, presently surveyed under Survey No.85/9, Village Nerul shown on the plan annexed in red colour and bounded as follows:

- North : by Public Road,
- West : by part of the same property bearing Survey No.85/9, now owned by Suresh V. Parulekar & others,
- East : by Survey no.85/10,
- South : by Public Road.

**IN WITNESS WHEREOF** the parties hereto have hereunto signed this Deed on this 23<sup>rd</sup> day of December, 2014.

**SIGNED AND DELIVERED** by the withinnamed ]  
**SELLER NO.1** (for self), **2, 3, 4, 5 AND 6** ]  
of the Party of the **FIRST PART** ]

- (1). Mr. BRIAN LOPES alias  
VINCENT BRIAN LOPES ]  
(2). MRS. PHILOMENA LOPES, ]  
(3). MRS. TERESA LOPES alias  
PHILOMENA BELLA NORONHA alias  
TERESA NARONHA E LOPES, ]  
(4). MR. JOHNSON LOPES, ]  
(5). MRS. RITA LOPES, ]  
(6). MR. FRANCIS LOPES ]

For self (Seller no.1) and represented in this act by  
the Seller no.2, 3, 4, 5 and 6 as duly constituted ]  
Attorney SELLER NO. 1 ]



For M/s. NOVATEL CONSTRUCTIONS

  
PARTNERS

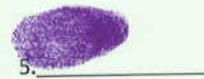




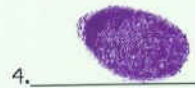
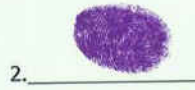
Mr. BRIAN LOPES alias VINCENT BRIAN LOPES

]

Finger print of left hand



Finger print of right hand



**SIGNED AND DELIVERED** by the withinnamed]

**PURCHASER** of the Party of the **SECOND PART**

M/s. NOVATEL CONSTRUCTIONS  
a partnership firm represented by its  
duly authorized partner  
MR. SURESH V. PARULEKAR



Finger print of left hand



Finger print of right hand



For M/s. NOVATEL CONSTRUCTIONS

PARTNERS





3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

IN THE PRESENCE OF :

1. *Hernandez*
2. *Shakil Ahmad*

For M/s. NOVATEL CONSTRUCTION:

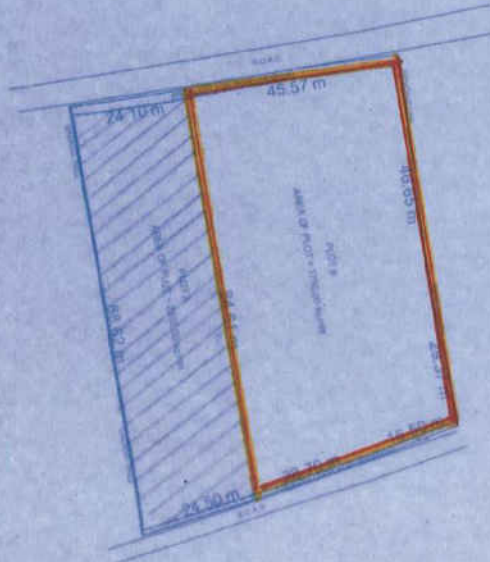
*[Signature]*  
PARTNERS

*[Signature]*



Plan showing plot A & B situated at Nerul - Goa

SCALE 1:1000



For M/s. NOVATEL CONSTRUCTIONS

PARTNERS

PREPARED & SURVEYED BY

(ESKAY ENTERPRISES)



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 01-01-2015 04:36:10 PM

Document Serial Number : 4

Presented at 03:59:00 PM on 01-01-2015 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	800000.00
2	Processing Fees	490.00
	Total :	800490.00

Stamp Duty Required: 800000.00

Stamp Duty Paid: 800000.00

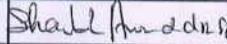

Endorsements

Executant

1. Suresh V. Parulekar, S/o Vishwanath M. Parulekar, Married, Indian, age 72 Years, Business, r/o H.No. A/107/A, Reis, Margao, Bardez-Goa PAN No. AALFN3652N. Partner of M/s. Novatel Constructions, Panaji

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Shaikh Amruddin , S/o Late Shaikh Ismail, Married, Indian, age 68 Years, Retired, r/o H.No. 179/71, Alto, Bela Vista, Sangolda, Bardez-Goa	
2	Shweta Ganesh Kinkar , S/o Ganesh Kinkar, UnMarried, Indian, age 24 Years, Service, r/o H.No. 393/1, Morod, Sangolda, Bardez-Goa	

Sub-Registrar



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 02-01-2015 03:44:07 PM

Document Serial Number : 4

Presented at 03:59:00 PM on 01-01-2015 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	800000.00
2	Processing Fees	490.00
	Total :	800490.00

Stamp Duty Required: 800000.00 Stamp Duty Paid: 800000.00

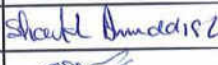

Endorsements

Executant

1 . Brian Lopes alias Vincent Brian Lopes, S/o Late Irwin Lopes alias Irwin Daniel Lopes, Married, Indian, age 48 Years, Service, r/o H.No. 15, Fattawaddo, Nerul, Bardez-Goa PAN No. AFYPL1985L. For self as Vendor No. 1 & as POA holder for the Vendor No. 2-Philomena Lopes, vide POA dated 01/04/2006, executed before the Notary, D. P. Dabholker, Mapusa, under Reg. No. 884/2006 and for the Vendor No's. 3 to 6-Teresa, Johnson, Rita & Francis Lopes, vide POA dated 19/01/1998, executed before the Notary, P. R. Dalmia, Mumbai

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Shaikh Amruddin , S/o Late Shaikh Ismail, Married, Indian, age 68 Years, Retired, r/o H.No. 179/71, Alto, Bela Vista, Sangolda, Bardez-Goa	
2	Shweta Ganesh Kintekar , S/o Ganesh Kintekar, UnMarried, Indian, age 24 Years, Service, r/o H.No. 393/1, Morod, Sangolda, Bardez-Goa	



Sub-Registrar

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune



  
SUB-REGISTRAR  
BARDEZ

Book-1 Document  
Registration Number BRZ-BK1-00032-2015  
CD Number BRZD760 on  
Date 02-01-2015

Sub-Registrar (Bardez)



Submitted By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

SUB-REGISTRAR  
BARDEZ

Shirish  
2/01/15