Thousand Seven Humbred Duly) Rugers One Lakh Seventy Three CITIZEN CREDIT CO-OPERATIVE भारत 06679 FOR CITIZENCREDIT BANK LTD SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L. CO-OPBANK LTD 187286 Gorans SWATANTRA PATH, VASCO-DA-GAMA zero one seven three seven zero zero 12:43 GOA - 403 802 MUTHORISED SIGNATOMY R. 0173700/- PB7122 D-5/STP(V)/C.R./35/33/2011-RD NDIA STAMP DUTY None of Purchaser: AD ANDRE AGNELO GOMES

631/16

Andre Ajnelo Gomes

Africa.



# DEED OF SALE

\*

( My mos

This DEED OF SALE is made and executed at VASCO DA GAMA, GOA on this  $30^{th}$  day of March of the year Two Thousand Sixteen (30.03.2016).

### BY AND BETWEEN

- 1. MR. GUNDEEP SACHDEV, aged 46 years, son of late , Shri. Sachdev, service, holding Permanent Account No AIGPS2458A and my wife MRS. RITIKA SACHDEV, aged about 43 years, housewife, Pan Card No. AICPS9890E both residing at B-4775, Safdarjung Enclave, New-Delhi hereinafter jointly referred to as the "VENDORS" (which expression shall unless repugnant to ontext or meaning thereof mean and include respective heirs, executors, administrators, successors and assigns) represented in this deed by their duly constituted attorney Rear Admiral (Retd.) B. R. MENON alias Balakrishna Ravi Menon, aged 73 years, Pensioner/retired, Son of late P.B. Menon, residing at S2, Prime Monarch, Next to Viday Mandir School, Airport Road, Chicalim, Vasco-da-Gama, Goa Pan Card No. AGGPM8861R vide two Power of Attorney dated 22.02.2016 and 28.02.2016 registered under Book-4 Document No. MOR-BK4-000009-2016 CD No. MORD12 dated 22.02.2016 and Power of Attorney dated 28.02.2016 registered under Register of Power of Attorney Document No. MOR-BKPoA-00005-2016 CD No. MORD13 dated 29.03.2016 of the FIRST PART
- 2. **ANDRE BUILDERS**, proprietorship concern of **MR. ANDRE AGNELO GOMES**, son of Mr. Damiao Agnelo Gomes aged about 25 years, businessman, married, PAN Card No. AMBPG1687J, resident of House No. 251(A), Near Convent of Chicalim, Vasco da Gama, Goa hereinafter referred to as the "PURCHASER" (which expression shall mean and include her heirs, representatives, successors and assigns) of the SECOND PART.

A Common of the common of the

AND WAND

3. Rear Admiral (Retd.) B. R. MENON alias Balakrishna Ravi Menon, aged about 73 years, Pensioner/retired, Son of late Shri. P.B. Menon, Pan Card No. AGGPM8861R, residing at S2, Prime Monarch, Next to Viday Mandir School, Airport Road, Chicalim, Vasco-da-Gama, Goa hereinafter referred to as the "CONFIRMING PARTY" (which expression shall mean and include his heirs, representatives, successors and assigns) of the THIRD PART

All the above parties are Indian Nationals.

WHEREAS the VENDORS have represented that they are the absolute, sole, exclusive owners-in-possession with clear, unencumbered and marketable title to ALL THAT Plot No. 38 at "KESARVAL SPRINGS VALLEY" admeasuring an area of 866.00 square meters which is more particularly described in SCHEDULE - II hereunder written and better shown delineated in red colour boundary line in the plan annexed hereto (hereinafter referred to as the "SAID PLOT") which plot falls in the property under Survey No. 132/1 of Quelossim Village which by itself is part and parcel of the larger property known as "ZAMIPEDAR" situated at Quelossim Village and Panchayat of Cortalim, Taluka of Mormugao, District of South Goa, State of Goa described in the Land Registration Office of Salcete, Margao under No. 23,123 not enrolled in the Taluka Revenue Records (Matriz) and which property is recorded in the survey of Quelossim under the name BHANKOTEM bearing survey No. 131 sub division Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and survey No. 132 sub division No. 1 totally admeasuring an area of 68,600:00 (Sixty Eight Thousand Six Hundred) square metres which is more particularly described in SCHEDULE - I hereunder written (hereinafter referred to as the "SAID PROPERTY").

Militaria

AND WHEREAS the SAID PROPERTY originally seen inscribed in the Conservatoria (Land Registration Office) of Salcete at Margao in the name of Lilia Piedade e Silva.

AND WHEREAS by Will dated 03.03.1924 recorded at folio 37 of the Book of Wills No. 7 of then Assistant Notary Shri Irineu Constancio Roque Da Costa at Margao whereby the aforesaid Lilia Piedade e Silva bequeathed the SAID PROPETY unto Ana Maria Guilherminhna das Brotas da Silva e Costa of Loutulim reserving the right to usufruct in favour of one Maria Agusta e Silva.

AND WHEREAS by Notarial Deed of Succession dated 03.07.1991 and Deed of Rectification dated 14.09.1995 recorded in the Office of Notary Public Ex-Officio (Sub Registrar) at Margao under No. 1370 at pages 98v onwards of Book of Deeds dated 14.09.1995 it is confirmed that the aforesaid Lilia Piedade e Silva expired on 22.09.1931 as the widow of Shri Querobino Vaz leaving behind neither ascendant nor descendant.

AND WHEREAS by virtue of the aforesaid Will dated 03.03.1924 wherein the life time usufruct was kept for Maria Augusta e Silva and one of her legatee was her niece Ana Maria Guilherme Das Bortas Silva e Costa alias Guilherme Costa married to Jose Carlos A. Remedios Melo to whom the property was allotted.

AND WHEREAS vide the aforesaid Deed of Succession dated 03.07.1991 it is confirmed that the aforesaid Smt. Ana Maria Guilherminha Das Bortas Silva e Costa and her husband Jose Carlos A. Remedios Melo expired on 24.01.1965 and 03.09.1986 respectively leaving behind being their sole and universal heirs their following five children who became the owners of the SAID PROPERTY.

A L

- a) Margardia Maria Ana Floripes de Melo @ Floripes de Melp e
   Souza married to Agnelo Feleciano de Souza @ Agnelo
   D'Souza
- b) Damasceno G. M. Maria Dionisio de Melo @ Damasceno de Melo.
- c) Joe Ana Maria do Carmo Melo
- d) Louis Jose Cleto Sebastiao de Melo e Louis Jose Cleto Salustiano de Melo @ Luis Cleto de Melo married to Clementina Cardozo

Maria Lilia Cardina de Melo @ Maria Lilia de Melo married to Marcelous Joseph Mesquita

AND WHEREAS the aforesaid Maria Augusta e Silva expired on 09.03.1971 whereby the right to usufruct as per the aforesaid Will stood extinguished.

AND WHEREAS thus the aforesaid five children alongwith their respective spouse became the owner of the SAID PROPERTY all of whom vide Deed of Sale dated 30.03.1992 registered in the Office of Sub Registrar of Mormugao under No. 414 at pages 428 to 484 of Book I, Volume 75 dated 05.08.1992 sold the SAID PROPERTY unto and in favour of M/s Keserval Real Estates, registered partnership firm represented by its partners Smt. Mukta Ganesh Daivajna and Smt. Maria Bernadita Requela Xavier e Faleiro alias Rachel Faleiro who thus became the owner thereof.

AND WHEREAS the aforesaid firm has undertaken the development and sub-division of the SAID PROPERTY into several plots under the project of 'KESARVAL SPRING VALLEY' and inter alia sold the SAID PLOT being Plot No. 38 (Thirty Eight) admeasuring an area of 866:00 (Eight Hundred Sixty Six) square meters unto and in favour of Mrs. Promila Menon vide Deed of Sale dated 28.05.1997 registered in the Office of Sub Registrar of Mormugao under No. 398 at pages 40 to 93 Book I Volume 211 dated 30.06.1997.

A C

My may

AND WHEREAS the aforesaid Mrs. Promila Menon sold the SAID PLOT unto and in favour of the aforementioned male VENDORS vide Deed of Sale dated 07.08.1999 duly registered before Sub Registrar of Mormugao under No. 484 at pages 230 to 257-A Book No. I of Volume No.269 dated 19.08.1999.

AND WHEREAS in the aforesaid Deed of Sale dated 07.08.1999, spouse of said Mrs. Promila Menon was not made party and hence said spouse being the CONFIRMING PARTY is ratifying/confirming the present sale to the PURCHASER.

and covey and the PURCHASER has agreed to purchase the SAID PLOT being distinct, separate, well-identified plot identified under Plot No. 38 (Thirty Eight) admeasuring an area of 866:00 (Eight Hundred Sixty Six) square metres which is better shown delineated in red boundary line in the plan annexed hereto and more particularly described in SCHEDULE - II written hereunder being part and parcel of the SAID PROPERTY for the total price consideration of Rs. 49,60,000/- (Rupees Forty Nine Lakhs Sixty Thousand only).

NOW THEREFORE THIS DEED WITNESSETH and it is hereby agreed upon by and between the parties hereto as follows:

1. That in consideration of the sum of Rs. 49,60,000/- (Rupees Forty Nine Lakhs Sixty Thousand only) being the entire consideration agreed upon and paid by the PURCHASER to the VENDORS (the receipt of the entire price consideration of the SAID PLOT, the VENDORS hereby jointly and severally expressly admit and acknowledge and give full discharge of the same to the PURCHASER), the VENDORS alongwith the CONFIRMING PARTY do hereby grant, convey, sell, transfer, assign and assure unto the use of the PURCHASER ALL THAT the SAID PLOT being distinct,

A Malmon

separate, well-identified plot identified as Plot No. 38 (Thirty Eight) admeasuring an area of 866:00 (Eight Hundred Sixty Six) square metres part of the larger property surveyed Survey No. 132/1 (part) of the Quelossim Village which plot is better shown delineated in red boundary line in the plan annexed hereto and more particularly described in SCHEDULE - II written hereunder which is part and parcel of the SAID PROPERTY and accordingly deliver the possession of the same unto and in favour of the PURCHASER to HAVE, TO POSSESS, TO HOLD AND TO ENJOY the same for the exclusive use and benefit absolutely and unconditionally forever together with all the rights, title, interest therein with all the advantages, concessions, hereditaments, easementary rights, equities, claims, demands, liberties, privileges, appurtenances attached to, belonging to and reputed to belong to the SAID PLOT.

- 2. The VENDORS alongwith the CONFIRMING PARTY for themselves and for their respective heirs, executors and administrators covenant with, assure and declare unto the PURCHASER with his heirs, successors and assigns:
- (a) THAT the VENDORS are the sole, exclusive, absolute owners and have absolute and lawful right with clear, unencumbered and marketable title to the SAID PLOT and are lawfully entitled to convey the same in the manner hereby done alongwith the CONFIRMING PARTY.
- (b) THAT the SAID PLOT hereby sold is absolutely free from all or any encumbrances whatsoever being zoned under settlement area and that the PURCHASER shall hold the SAID PLOT freely, clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the VENDORS and the CONFIRMING PARTY, well and sufficiently saved, defended, kept harmless and indemnified, including any development/improvement/construction made in the SAID PLOT, from and against all former and other estates, titles, charges and

A É

Mylmon

encumbrances whatsoever had made, executed, occasioned and suffered by the VENDORS/ CONFIRMING PARTY or by any other person or persons claiming by, from, under or in trust for them.

- (b) THAT the VENDORS have put the PURCHASER in exclusive possession and enjoyment of the SAID PLOT.
- (d) THAT the PURCHASER shall on and from this day and at all times hereafter is entitled to continue to peacefully and quietly enter upon, has occupy, possess and enjoy the SAID PLOT as absolute owner without any claim or demand whatsoever from the VENDORS/CONFIRMING PARTY or any other persons whomsoever claiming by, from, under or in trust for them.
- THAT all the rates, taxes, charges payable in respect of the SAID PLOT such as land revenue have been paid by the VENDORS and no amount is in arrears towards same upto date.
- (f) THAT the VENDORS/CONFIRMING PARTY, as the case may be shall by themselves—or cause through such necessary parties, as and—when called upon to do so shall sign, execute and deliver such further deeds, documents, writing and/or declarations including—solemn affirmation as may be necessary to—perfect PURCHASER's title to the SAID PLOT and/or—have the ownership and possession thereof—recorded in the name of the PURCHASER in all Government records including recording maintained at the Land Registration Office and Land Revenue—Office.

## 3. The VENDORS/CONFIRMING PARTY do hereby declare:

- a. That there is absolutely no claim of any right of tenancy and/or mundkarial or of any other nature in/or over the SAID PLOT.
- b. That the SAID PLOT has never been subject matter of any notification by the Government under the Land Acquisition Act, Requisition Act any Act or under any of the act, rules under the Defence or C.A.D.A.

- c. That the SAID PLOT is not affected under any Order or Notification under any Ordinance, Act, Statute, Rules and/or Regulations either by Central or State Government.
- d. That the SAID PLOT is absolutely not affected by any easementary or any other rights including that of way, licence or any other rights of any nature whatsoever in favour of any person/s in/over the SAID PLOT.
- e. That the SAID PLOT is absolutely not affected by any encumbrances, charges, lien, notices or any prohibitary order of injunction or attachment from any Court of Law.
- f. That the VENDORS/CONFIRMING PARTY hereby convey their absolute no objection for the inclusion of the name of the PURCHASER in the Survey Records including Form I and XIV, to cause mutation and such steps as may be required, so as to record the SAID PLOT solely in the name of the PURCHASER.
- 4. The VENDORS does not belong to the Schedule Tribe or Scheduled Caste of Goa.
- 5. The cost of stamp duty and registration of this Deed has been borne exclusively by the PURCHASER. This Deed shall be presented for registration under the provisions of Indian Registration Act, 1908 and the VENDORS/CONFIRMING PARTY shall appear before the registering authority and comply with all the formalities and requirements of law applicable so as to enable the registering authority complete registration of Deed.
- 6. The consideration in this deed being Rs. 49,60,000/- (Rupees Forty Nine Lakhs Sixty Thousand only) is the fair market value of the SAID PLOT.

#### SCHEDULE - I

ALL THAT property known as "ZAMIPEDAR" situated at Quelossim Village and Panchayat of Cortalim, Taluka of Mormugao, District of

Al ...

( Bilmon

South Goa, State of Goa described in the Land Registration Office of Salcete, Margao under No. 23,123 not enrolled in the Taluka Revenue Records (Matriz) and which property is recorded in the survey of Quelossim under the name BHANKOTEM bearing survey No. 131 sub division Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and survey No. 132 sub division No. 1 totally admeasuring an area of 68,600:00 (Sixty Eight Thousand Six Hundred) square metres and bounded as under:

on the North: By rivulet of communidade and property by name "MUGRUBATA"

On the South: By the property "COLDER"

On the East: By the property "Maina" and "Dando"

On the West: By top of Hill

#### SCHEDULE - II

ALL THAT Plot No. 38 at "KESARVAL SPRINGS VALLEY" admeasuring an area of 866.00 (Eight Hundred Sixty Six) square meters which is better shown delineated in red colour boundary line in the plan annexed hereto which plot falls in the property under Survey No. 132/1 of Quelossim Village which is part and parcel of the and the aforesaid Property described in SCHEDULE – I hereinabove and the aforesaid Plot No. 38 is bounded as follows:

On the North: By Plot No. 39, 40 and 41

On the South: By open space

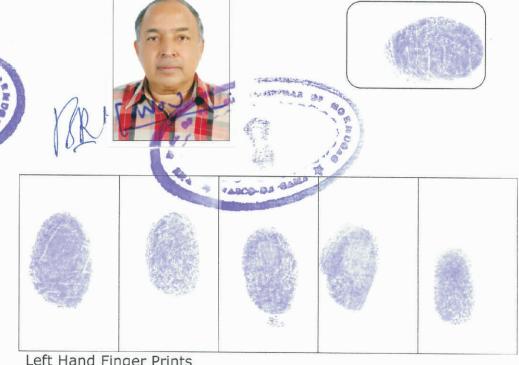
On the East : By open space

On the West: By 10 meters wide road

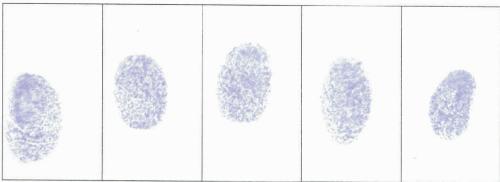
A -

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS IN THE PRESENCE OF TWO WITNESSES ON THE DAY, YEAR AND PLACE FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED by the within named the VENDORS through their attorney as also the CONFIRMING PARTY Rear Admiral (Retd.) B. R. MENON alias Balakrishna Ravi Menon



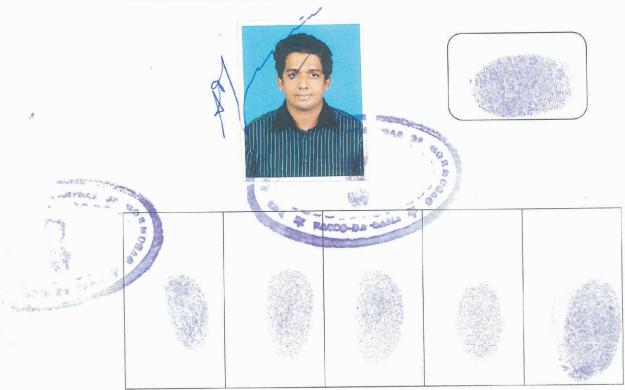
Left Hand Finger Prints



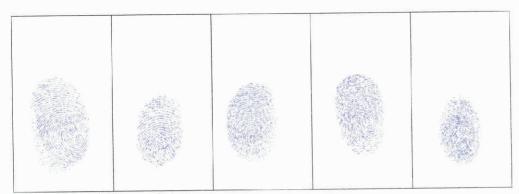
Right Hand Finger Prints

SIGNED, SEALED AND DELIVERED by by the within named \_\_ the PURCHASER ANDRE BUILDERS, through proprietor MR. ANDRE AGNELO GOMES





Left Hand Finger Prints



Right Hand Finger Prints

WITNESSES:-

1. Satzawan Vengusteker Dollar

2. Umert Showle D

02 10 kg  $\leq$ FIN US - E15 - UN 111<sup>2</sup> AREA OCCUPIED BY ROADS-12,050 00 M2 NET EFFECTIVE PLOT AREA - 67,985 00 M AREA OCCUPIED BY PLOTS-42,145 BC R AREA STATEMENT 5% UTILITY AREA (SCHOOL COMUNITY CENTRE LONNERCIAL CENTRE) 15% OPEN SPACE ROAD YIDERING AKES PLOT AREA ---SURVEY NO 131. AMINITIES & UTLATIES ASSOCION S 2000 S 140 178 SCALE:1:1000 Ploase check letter No. 9H12CSO |5 )T Places check letter No. 2011/2000 | 5 Approximately 196 post of the Country Hamilton Dood Gover of Good. Moreugae-Gov. regarding the plan. regarding the plans.



#### Office of Sub-Registrar Mormugao

#### Government of Goa

Print Date & Time: 31-03-2016 01:28:46 PM

Document Serial Number: 631

Presented at 10:43:00 AM on 31-03-2016 in the office of the Sub-Registrar (Mormugao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	99200.00
2	Processing Fees	380.00
	Total:	99580.00

Stamp Duty Required:

173600.00

Stamp Duty Paid: 173700.00

Mr. Andre Agnelo Gomes presenter

Name	Photo	Thumb Impression	Signature
Mr.Andre Agnelo Gomes,s/o Mr Damiao Agnelo Gomes , Married,Indian,age 25 Years,Business,r/oHouse No.251(A) Near Convent of Chicalim Vasco da Gama Goa.			

### Endorsements

#### Executant

1 . B.R. Menon, s/o late P.B.Menon, Married,Indian,age 73 Years,retired,r/oS2 Prime Monarch Next to Viday Mandir School Airport Road Chicalim Vasco da Gama Goa forself and power of attorney for the Vendors, executed before Sub Registrar Mormugao under Serial No.587 dated 28/3/2016 and Serial no.333 dated 22/2/2016.

Photo	Thumb Impression	Signature
		Mylmon

2 . Mr.Andre Agnelo Gomes, s/o Mr Damiao Agnelo Gomes, Married,Indian,age 25 Years,Business,r/oHouse No.251(A) Near Convent of Chicalim Vasco da Gama Goa.

Photo	Thumb Impression	Signature
		A

#### Identification

0	Witness Details	Signature
Adv. A Suresh Years Advoca	Rao , s/o Subba Rao,Married,Indian,age 52 te,r/o Vasco Goa	Ole

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar

WB-REGISTRAD MORMUGAO Book-1 Document
Registration Number MOR-BK1-00606-2016
CD Number MORD13 on
Date 01-04-2016

thm (othm Sub-Registrar (Mormugao )

Anth GUB - REGISTRAN MORMUGAO

Scanned By:-

Signature:Designed and Developed by C-DAC, ACTS, Pune