

CITIZEN CREDIT
CO-OP. BANK LTD.

Authorized Signatory

(Revised Newly Introduced Eight Indentations)

CITIZEN CREDIT CO-OP BANK LTD
E-320, SUVA DE GUDDEM
PANAJI, GOA-553 001

भारत 24752 NON JUDICIAL मीठा
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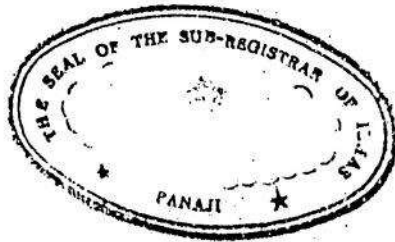
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R.0095800/- PB6818

INCHIA STAMP DUTY GOA

ADWALPALKAR CONSTRUCTIONS & RESORTS PVT LTD



3164

17/12/2015

DEED OF SALE

THIS DEED OF SALE is executed at Panaji on this 17th day of December 2015

(Signature)

(Signature)

(Signature)

BETWEEN

MS. CALLA AMBERINA DE ABREU ALIAS D'ABREU, 46 years of age, Divorcee, service, daughter of Martinho Ambrosio de Abreu, holder of PAN ANKPM2101P Indian National, resident of 502, Valhalla, 2, Rebello Road, Behind Mehboob Studio, Bandra (West), Mumbai 400 050, hereinafter called the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof shall include her heirs, executors, administrators and assigns) of the FIRST PART,

AND

1. MRS. RAYNA MARIA DEABREU ALIAS D'ABREU, widow of late Martinho Ambrosio de Abreu alias D'Abreu, 69 years of age, housewife, holder of PAN ASHPD3980F, resident of 502 Valhalla, 2 Rebello Road, Bandra West, Mumbai 400 050,
2. MRS. ERINA MARIE DEABREU ALIAS ERINA MARIE D'SOUZA, daughter of late Martinho Ambrosio de Abreu alias D'Abreu, 41 years of age, married, service, holder of PAN AHVPD2953P, her husband
3. MR. AJAY LAWRENCE DSOUZA, son of Larence Ahgustine Dsouza, 41 years of age, married, service, holder of PAN ANQPD2563G, resident of H. No. 401, 5th C Main, 2nd Block, HRBR Layout, Kamanna Halli, Kalyan Nagar, Bangalore 560 043
4. MRS. KIMANN JUDITH DEABREU ALIAS D'ABREU ALIAS KIMANN JUDITH PEREIRA, daughter of late Martinho Ambrosio de Abreu alias D'Abreu, 37 years of age, married, service, holder of PAN AILPD9673M, and her husband

x *R. Abreu*

x *R. Abreu*

H. +





AND WHEREAS the qualification of the aforesaid heirs is confirmed by a Deed of Succession and Qualification executed on 24.2.2011 before the Civil Registrar cum Sub Registrar and Notary Ex-Officio of Ponda at pages 90 to 91v of Book No.404 of Deeds in that office.

AND WHEREAS the structures existing in the said property were occupied by one Parvati alias Gomati Andrade.

AND WHEREAS a dispute arose between the said Martinho Ambrosio Abreu and the said Parvati alias Gomati Andrade and others which resulted in filing of Regular Civil Suit No.17/2006/D before the Civil Judge Junior Division "D" Court at Panaji against 1. Smt. Parvati alias Gomati Andrade, 2. Shri Chandrakant Andrade, 3. Smt. Chandrakant Andrade, 4. Shri Suryakant Andrade and 5. Smt. Kashi Mangueshkar for declaration, eviction, demolition, mesne profits and consequential relief which suit came to be dismissed.

AND WHEREAS by compromise terms filed on 19.3.2015 before the Honourable Ad-Hoc District Judge I at Panaji in Regular Civil Appeal No.89/2013, the heirs of the said Parvati alias Gomati Andrade and others were allotted a plot of 500 square meters in the said property which plot is delineated in blue lines in the plan annexed hereto.

AND WHEREAS the Vendor along with the following Confirming parties are in possession of the remaining part of the said property admeasuring 5125 sq.mts herein after referred to as the **PART OF THE SAID PROPERTY**, more specifically described in **SCHEDULE II** hereinunder written.

* *E. De Abreu*

R. Kone

MA +



MR. LYNDON JOEL PEREIRA, son of Joseph Pereira, married, service, holder of PAN AKCPP0271E, resident of House No.7, Rajan Area, 1st floor, off Carter Road, Near Carter Apts, Bandra w, Mumbai 50, all Indian National and residents of Bandra, Mumbai, Parties at Sr. Nos. 2, 3, 4 and 5 are duly represented in the act by their duly constituted Attorney MRS. RAYNA MARIA DEABREU ALIAS D'ABREU by virtue of a Power of Attorney executed before Notary of Mumbai A. K. Yadav, under Reg. No. 3131 dated 15/11/2011 and a Power of Attorney executed before Notary of Goa vide Reg No. 2834 dated 20-04-2015, hereinafter referred to and called as the "CONFIRMING PARTIES" (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, executors, administrators and assigns) of the SECOND PART

AND

ADWALPALKAR CONSTRUCTIONS AND RESORTS PRIVATE LIMITED, incorporated under the Companies Act, 1956, holding PAN card bearing No. AAICA6765F, having its registered office at Adwalpalkar Avenue, St. Inez, Panaji, Goa and represented herein by its Director MR. MAHESH RAMAKANT ADWALPALKAR, son of Late. Ramakant S. Adwapalkar, 60 years of age, married, businessman, holder of Pan card bearing No. ACKPA3868J, Indian National, resident of "Indira Horizon Residency", Dona Paula, Goa, hereinafter called the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof shall include its executors, administrators and assigns) of the THIRD PART.

x *R. DeAbreu*

x *R. DeAbreu*

x
x



WHEREAS the Vendor was married to one Sanjay Mendonca in a marriage solemnized on 9.10.2002 at Mumbai under the Roman Catholic Rights and therefore not under the Regime of Communion of Assets as applicable to persons domiciled in the territories of Goa, Daman and Diu.

AND WHEREAS the said marriage is since dissolved by Judgement, Order and Decree dated 26.6.2012 passed in Petition No.F-2045 of 2011 by the Vth Family Court of Mumbai at Bandra.



AND WHEREAS there exists an immovable property known as "METADE DE QUARTA ADDIÇÃO DE POSREABHAT" recorded in places by corruption as "MATADALE UTTU ADDICAO DE POSREBHAT" or "METADALE u.a.p. Bhat", situated in the Village of Bambolim, within the limits of the Village Panchayat of Bambolim, Taluka and Sub District of Tiswadi, District of North Goa, State of Goa, being half (metade) of the fourth (quarta) addition (addição) of property Posreabhat described in the Land Registration Office of Tiswadi (Ilhas) under no.6006 at page 72 of Book B 16 new, not enrolled in the Taluka Revenue Office, surveyed under Survey No. 101 Sub Division 2 of Village Bambolim, Tiswadi Taluka, North Goa, totally admeasuring 5625 square metres which property hereinafter referred to as "THE SAID PROPERTY" and more specifically described in SCHEDULE I hereunder written.

AND WHEREAS the said property originally belonged to Mr. Joao Manuel De Abreu alias Joaquim Santana De Abreu and his wife Mrs. Philomena De Abreu.

J. De Abreu

P. Philomena

[Handwritten signature]



AND WHEREAS the said property is found inscribed in the name of the said Joaquim Santana de Abreu under inscription no.7515 at page 20 of Book G- 17 in the Land Registration Records of Ilhas.

AND WHEREAS on the death of the said Joao Manuel De Abreu alias Joaquim Santana De Abreo and his wife Mrs. Philomena De Abreo, the said property was subject matter of Inventory Proceedings bearing No.21/07/A instituted before the Court of the Civil Judge Senior Division at Ponda and was described at item No.1 of the Description of Assets.

AND WHEREAS by a Chart of Allotment confirmed by Order dated 30.4.2007 of the Honourable Civil Judge Senior Division at Ponda in the said Inventory Proceedings no.21/07/A, the said property was allotted to Martinho Ambrosio de Abreu alias D'Abreu married to Mrs.Rayna Maria de Abreu alias D'Abreu.

AND WHEREAS the said Martinho Ambrosio de Abreu alias D'Abreu expired at Mumbai on 3.12.2010 leaving behind the said Rayna Maria de Abreu alias D'Abreu (Confirming Party no.1) as his widow, half sharer and moiety holder and the following sole and universal heirs:

1. Mrs. Erina Marie de Abreu alias D'Abreu married to Ajay D'Souza (Confirming Party no. 2 and 3).
2. Mrs. Kimann Judith de Abreu alias D'Abreu alias Kimann Judith Pereira married to Lyndon Pereira (Confirming Party no.4 and 5)
3. Ms. Calla Amberina de Abreu alias D'Abreu, (the Vendor).

* *De Abreu*

De Abreu

M. J.



- a) Mrs. Rayna Maria de Abreu – ½ or 50% or 2562.50 sq.mts
- b) Mrs. Erina Marie D'Souza married to Ajay D'Souza - 1/6th or 16.66% or 854.16 sq.mts
- c) Kimann Judith Pereira married to Lyndon Pereira – 1/6th or 16.67% or 854.17 sq.mts
- d) Ms. Calla Amberina de Abreu – 1/6th or 16.67% or 854.17 sq.mts

AND WHEREAS vide GIFT DEED executed on 7th December 2015 duly registered in the office of the Sub Registrar of Ilhas under Registration No. PNJ-BK1-02988-2015, CD Number PNJD44 on 07-12-2015 and Deed of Rectification executed on 8th December 2015 registered in the office of the Sub Registrar of Ilhas under Registration No. PNJ-BK1-03007-2015, CD Number PNJD44 on 08-12-2015, the Vendor gifted 3/4^{ths} of her 1/6th or 3/24 or 12.5% or 640.63 sq.mts share in the said property to her mother, the Confirming Party no: 1 above named.

AND WHEREAS the Vendor is the owner in possession of the balance undivided right to the said property to the extent of 1/4th of 1/6th or 1/24 or 4.17% share or 213.54 sq.mts in the said property.

AND WHEREAS the balance area of the said property i.e 1/4th of 1/6th or 1/24 or 4.17% share or 213.54 sq.mts out of 5125 sq.mts. and is delineated in red lines in the plan annexed hereto, more particularly described in Schedule III hereinunder written and hereinafter referred to as THE SAID PLOT.

AND WHEREAS the Confirming Party have agreed to sell their undivided right to the said plot to the purchaser and the vendor herein is entitled to the balance 1/4th of 1/6th or 1/24 or 4.17% or 213.54 sq. mts right to the said plot.

eDeAbreu

Re Abreu

[Signature]



AND WHEREAS the Purchaser has now proposed to the Vendor to purchase the $\frac{1}{4}^{\text{th}}$ of $\frac{1}{6}^{\text{th}}$ or $\frac{1}{24}$ or 4.17% undivided right or 213.54 sq. mts out of the PART OF THE SAID PROPERTY for a total consideration of Rs.27,25,095/- (Rupees Twenty Seven Lakhs Twenty Five Thousand And Ninety Five Only) payable by the purchaser to the vendor and the vendor with the concurrence of the confirming party has agreed to the said proposal and the $\frac{1}{4}^{\text{th}}$ of $\frac{1}{6}^{\text{th}}$ or $\frac{1}{24}$ or 4.17% undivided right to the said plot is equivalent to 213.54 square metres.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of payment of Rs.27,25,095/- (Rupees Twenty Seven Lakhs Twenty Five Thousand And Ninety Five Only) paid by the purchaser to the vendor, the receipt of which the vendor does hereby admits and acknowledges, the vendor does hereby convey, sell and transfer unto the Purchaser, all her right, title, interest, possession, lien, claim and ownership to the said $\frac{1}{4}^{\text{th}}$ of $\frac{1}{6}^{\text{th}}$ or $\frac{1}{24}$ or 4.17% undivided right or 213.54 sq. mts to the plot admeasuring 5125 sq.mts delineated in red lines in the plan annexed hereto, more particularly described in Schedule II hereinunder written, hereinafter referred to as THE SAID PLOT being part of the property known as "METADE DE QUARTA ADDIÇÃO DE POSREABHAT" recorded in places by corruption as "MATADALE UTTU ADDICAO DE POSREBHAT" or "METADALE u.a.p. Bhat", situated in the Village of Bambolim, within the limits of the Village Panchayat of Bambolim, Taluka and Sub District of Tiswadi, District of North Goa, State of Goa, being half (metade) of the fourth (quarta) addition (addiçao) of property Posreabhat described in the Land Registration Office of Tiswadi (Ilhas) under no.6006 at page 72 of Book B 16 new, not enrolled in the Taluka Revenue Office, surveyed under Survey No. 101 Sub Division 2 of Village Bambolim, Tiswadi Taluka,

x *P. A. B. S. S. S.* + *P. A. B. S. S. S.*

x *MA - 1*



North Goa, totally admeasuring 5625 square metres which property hereinafter referred to as "THE SAID PROPERTY" and more specifically described in SCHEDULE I hereunder written.

2. That the possession of The Said Plot along with undivided right is hereby handed over to the Purchaser by the Vendor.

3. That in case any defect is found in the title of the vendors in the right to The Said Plot hereby sold and/or in the present conveyance then the vendor does hereby agree and undertake to obtain necessary clearance and execute necessary deeds and papers at the request of the purchaser for more perfectly conveying The Said Plot unto the purchaser.

4. That the price paid corresponds to the market value of the said $1/4^{\text{th}}$ of $1/6^{\text{th}}$ or $1/24$ or 4.17% undivided right to the said property which is corresponding to 213.54 square meters.

5. That the vendor does hereby assure the Purchaser The Said Plot along with the undivided right hereby sold is free from any encumbrances whatsoever and the vendor has absolute title and exclusive right to convey The Said Plot along with the undivided right by way of sale and the same is done in concurrence with the other co owners of the said property.

6. That the Confirming Parties who are the other co owners of the said property to the balance $23/24^{\text{th}}$ undivided right hereby confirm that this Sale Deed is executed with their knowledge and concurrence.

7. That on the execution of this Deed of Sale the purchaser shall and may at all times hereinafter peacefully and quietly enter into, and possess The Said Plot along with the undivided right hereby sold without any hindrance, claim, interruption or demand.

* *R De Abreu*

* *R De Abreu*

[Signature]



whatsoever from the vendor or from any person claiming through her or under her.

8. That the vendor and her successors shall at all times hereinafter indemnify and keep indemnified the purchaser and its transferees against any loss, damages, costs, charges, expenses, if any, suffered by reason of any defect in title of the vendor or any breach of the covenants hereunder contained.

9. That the parties hereto do not belong to Scheduled Caste or Scheduled Tribe in terms of Notification No: RD/LND/LRC/318/77 dated 21.8.1978 published in Official Gazette Series II No: 21 dated 24.8.1978.

SCHEDULE I
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT property known as "METADE DE QUARTA ADDIÇÃO DE POSREABHAT" recorded in places by corruption as "MATADALE UTTU ADDICAO DE POSREBHAT" or "METADALE u.a.p. Bhat", situated in the Village of Bambolim, within the limits of the Village Panchayat of Bambolim, Taluka and Sub District of Tiswadi, District of North Goa, State of Goa, being half (metade) of the fourth (quarta) addition (addição) of property Posreabhat described in the Land Registration Office of Tiswadi (Ilhas) under no.6006 at page 72 of Book B 16 new, not enrolled in the Taluka Revenue Office, surveyed under Survey No. 101 Sub Division 2 of Village Bambolim, Tiswadi Taluka, North Goa, totally admeasuring 5625 square metres which property is bounded as under:

EAST: By property bearing survey no.102/1
WEST: By property bearing survey no.101/1
NORTH: By road
SOUTH: By property bearing survey no.101/3

x *DeHaseu*

x *ReHaseu*

HA



SCHEDULE II

DESCRIPTION OF PART OF THE SAID PROPERTY

ALL THAT remaining part admeasuring 5125 sq.mts being other part of the said property described in Schedule I hereinabove written which is the subject matter of this deed is bounded as under:

- EAST: By property bearing Survey No.102/1 and other part by the property allotted to the heirs of Parvati alias Gomati Andrade.
- WEST: By property bearing survey no.101/1
- NORTH: By road and the part of the property allotted to the heirs of Parvati alias Gomati Andrade.
- SOUTH: By property bearing survey no.101/3.

SCHEDULE III

DESCRIPTION OF THE SAID PLOT

ALL THAT plot admeasuring 213.54 sq.mts forming remaining part of the said property as described in SCHEDULE II which is the subject matter of this deed.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Deed of Sale in the simultaneous presence of the witnesses signing below.

x *R. R. Absrey* x *R. R. Absrey*

[Handwritten signature]



SIGNED, SEALED AND DELIVERED BY THE WITHIN
NAMED VENDOR MS. CALLA AMBERINA DE ABREU
ALIAS D'ABREU













x e/DeAbreu

MS.CALLA AMBERINA DE ABREU
ALIAS D'ABREU

L.H.F.P.

R.H.F.P.

- 1.  _____
- 2.  _____
- 3.  _____
- 4.  _____
- 5.  _____

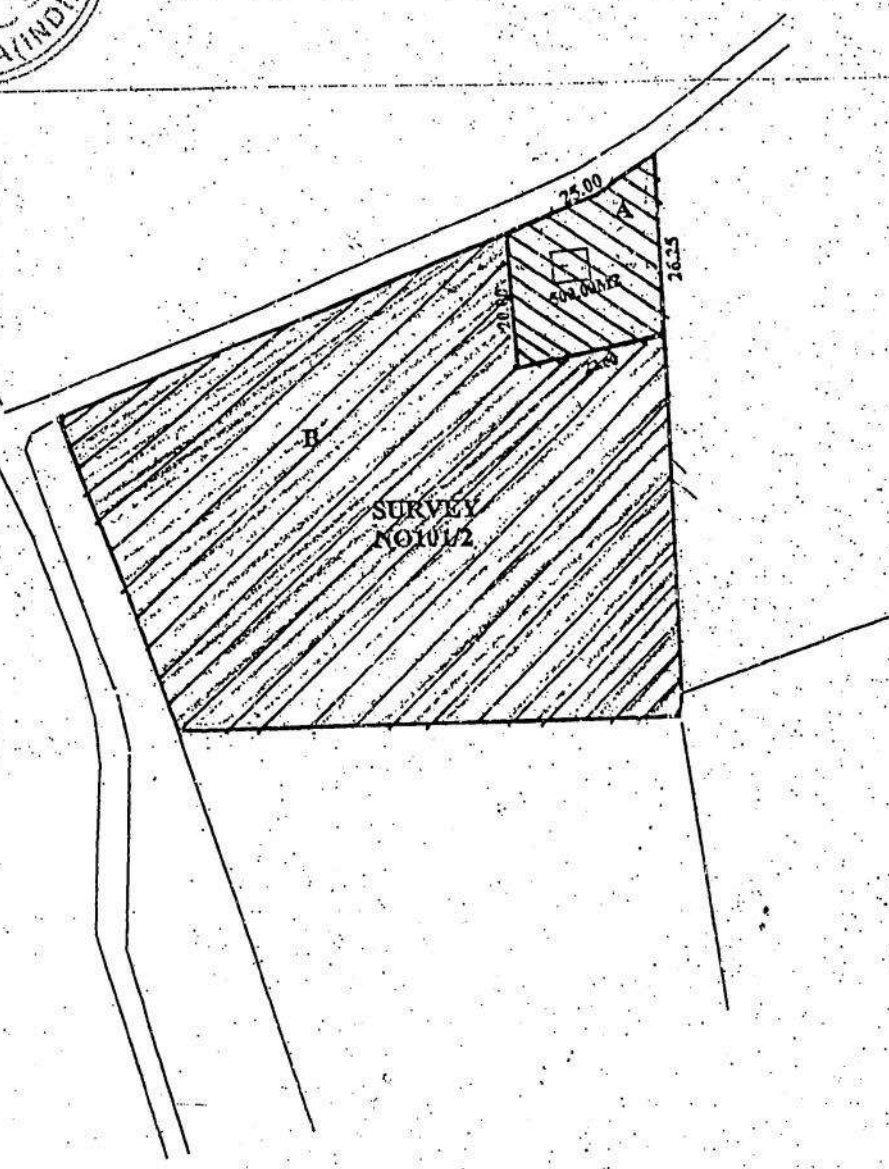
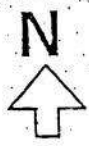
- 1.  _____
- 2.  _____
- 3.  _____
- 4.  _____
- 5.  _____

x e/DeAbreu

R. Abreu

H. +

Office of Sub-Registrar Ilhas/Tiswadi

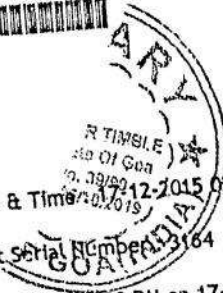


PLAN SHOWING SURVEY NO 101/2 OF BAMBOLIM VILLAGE TISWADI TALUKA

Prabhakar

Prabhakar

[Handwritten signature]



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time: 17-12-2015 02:49:55 PM

Document Serial Number: 3164

Presented at 12:45:00 PM on 17-12-2015 in the office of the Sub-Registrar (Ilhas/Tiswadi) Along with fees paid as follows:

| Sr. No | Description | Rs. Ps |
|--------|------------------|----------|
| 1 | Registration Fee | 54660.00 |
| 2 | Processing Fees | 400.00 |
| | Total : | 55060.00 |

Stamp Duty Required: 95440.00

Stamp Duty Paid: 95800.00

Dillip Nalk presenter

| Name | Photo | Thumb Impression | Signature |
|--|-------|------------------|-----------|
| Dillip Nalk, S/o Late Krishna Nalk, Married, Indian, age 53 Years, Service, r/o Flat No. 204, Taleigao, Tiswadi-Goa Admits execution on behalf of Purchaser-Adwalpalkar Constructions and Resorts Private Limited, St. Inez, Panaji, rep. by Director-Mahesh R. Adwalpalkar, vide POA dated dated 26/04/2011, executed before the Sub Registrar of Ilhas, Panaji, under Serial No. 35/2011 | | | |

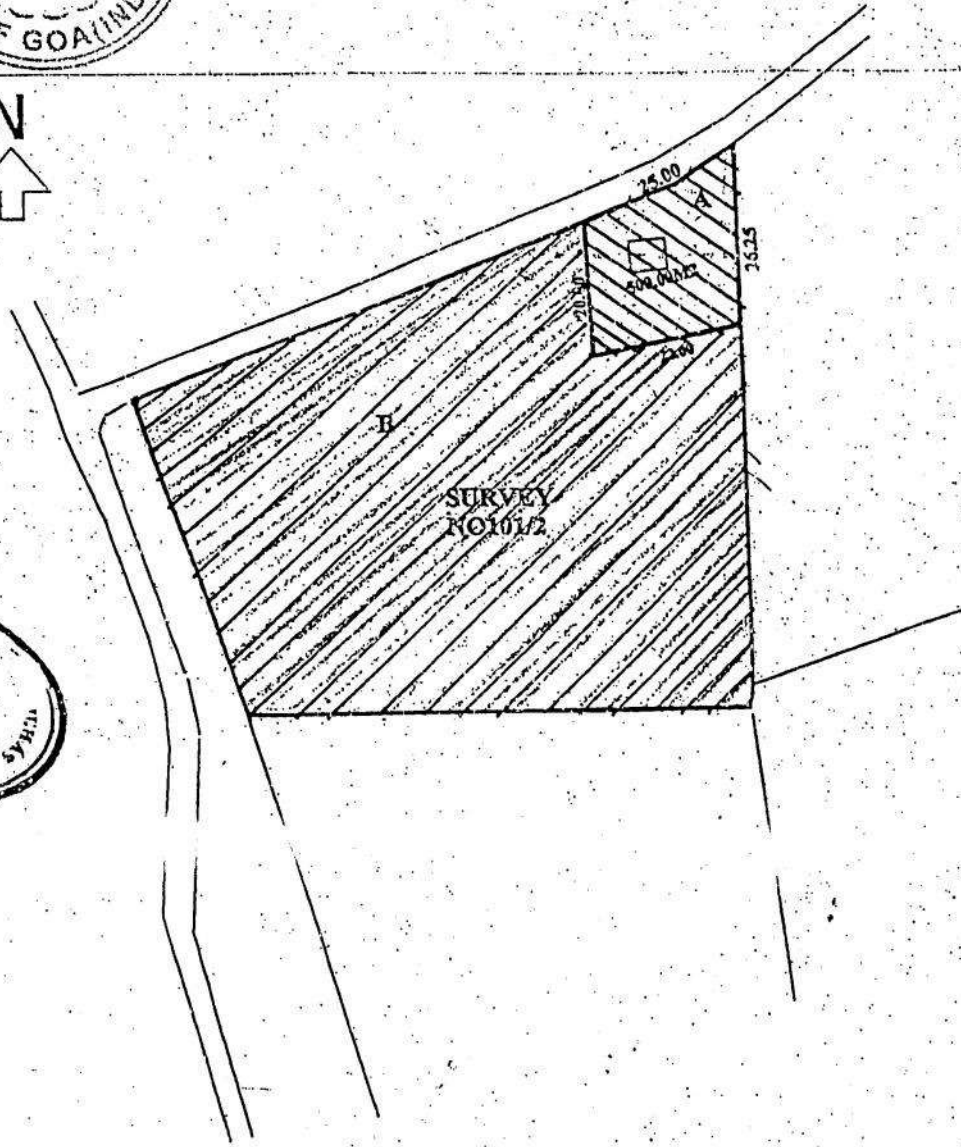
Endorsements

Executant

1. Dillip Nalk, S/o Late Krishna Nalk, Married, Indian, age 53 Years, Service, r/o Flat No. 204, Taleigao, Tiswadi-Goa Admits execution on behalf of Purchaser-Adwalpalkar Constructions and Resorts Private Limited, St. Inez, Panaji, rep. by Director-Mahesh R. Adwalpalkar, vide POA dated dated 26/04/2011, executed before the Sub Registrar of Ilhas, Panaji, under Serial No. 35/2011

| Photo | Thumb Impression | Signature |
|-------|------------------|-----------|
| | | |

Office of Sub-Registrar Ilhas/Tiswadi

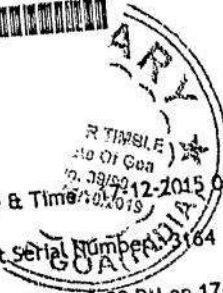


PLAN SHOWING SURVEY NO 101/2 OF BAMBOLIM VILLAGE TISWADI TALUKA

R. De Abreu

R. Abreu





Office of Sub-Registrar Ilhas/Tiswadi
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Stamp Duty Paid: 95800.00

Dilip Naik presenter

| Name | Photo | Thumb Impression | Signature |
|---|-------|------------------|-----------|
| Dilip Naik, S/o Late Krishna Naik, Married, Indian, age 53 Years, Service, r/o Flat No. 204, Taleigao, Tiswadi-Goa Admits execution on behalf of Purchaser-Adwalpalkar Constructions and Resorts Private Limited, St. Inez, Panaji, rep. by Director-Mahesh R. Adwalpalkar, vide POA dated dated 26/04/2011, executed before the Sub Registrar of Ilhas, Panaji, under Serial No. 35/2011 | | | |


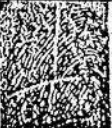

Endorsements

Executant




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| Photo | Thumb Impression | Signature |
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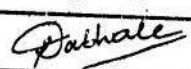
ina Maria DeAbreu alias D'Abreu, W/o Late Martinho Ambrosio de Abreu alias D'Abreu, Widow, Indian, age 46 years, House-Wife, r/o 502, Valhalla 2, Rebello Road, Bandra (W), Mumbai-400050 PAN No. ASHPD3980F. For as Confirming Party No. 1 & as POA holder for the Confirming Party No's. 4 & 5-Kimann & Lyndon, vide POA dated 15/11/2011, executed before the Notary, A. K. Yadav, Mumbai, under Sr. No. 3131/2011 and as POA holder for the Confirming Party No's. 2 & 3 Erina & Ajay, vide POA dated 20/04/2015, executed before the Notary, Amina Shaikh alias Phadte, Tiswadi, under Reg. No. 2834/2015

| Photo | Thumb Impression | Signature |
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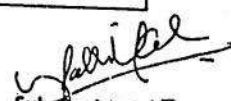
Calla Arberina De Abreu alias D'Abreu, D/o Martinho Ambrosio de Abreu, Divorce, Indian, age 46 years, Service, r/o 502, Valhalla 2, Rebello Road, Behind Mehboob Studio, Bandra (W), Mumbai-400050 PAN No. NKPM2101P

| Photo | Thumb Impression | Signature |
|---|---|--|
|  |  |  |

Identification

| Sr No | Witness Details | Signature |
|-------|---|---|
| 1 | Rachita Ramkrishna Dabale, D/o Ramkrishna Dabale, UnMarried, Indian, age 27 Years, Advocate, r/o H.No. 95, Ucassalm, Bardez-Goa |  |

1 By:-
Signature:-


SUB-REGISTRAR
ILHAS

Book-1 Document
Registration Number PNJ-BK1-03107-2015
CO Number PNJD44 on
Date 17-12-2015
Sub-Registrar (Ilhas/Tiswadi)

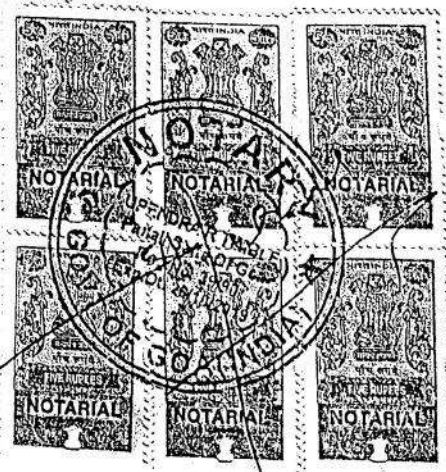
SUB-REGISTRAR
ILHAS

Scanned By:- *A. N. ...*

Signature:- *[Signature]*

Designed and Developed by C-DAC, ACTS, Pune

REGISTRAR OF



TRUE COPY

[Signature]
U. R. Timble
Reg. No. *2611/1/2016* dated *03/10/2016*
NOTARY
PANAJI STATE OF GOA (INDIA)