Kupees I Vine Larris STAMP DUTY GOA FIVE 572237 Citizencredit co-operative Bank Ltd. शारत Manusa Branch Rs.≈0900500≈ 25.4.2017 LTD Strop No.G 1, Ground Floor, Block D - 1, 4310 GOA Boshan Homes, Mapusa, Goa - 423 597 365430 orised Signatory 6 Name of Purchaser Sheraton Realtons LLP TUTRAD 465 DEED OF SALE THIS DEED OF SALE is made at Mapusa-Goa. put

on this 16 day of Jone in the year 2017.

#### **BETWEEN:-**

1.-SHRI. OMPRAKASH NIHCHALDAS PARIANI, aged 56 years, in business, married, son of Nihchaldas Pariani, holding PAN ard no Aadhar Card no. , email ID , mobile no , residing at Flat no.1-5, Regal Park-Candolim Ba: lez Goa, hereinafter referred to as "OWNER/VENDOR" (which expression shall unless it be repugnant to the context of meaning thereof shall include their

successors, legal representatives, edministrators and assigns) as Party of the FIRST PART. AND

2.- SHERATON REALTORS LLP, a Partnership Firm having Office at 1002, Pali Palms, Pali Village, Bandra (W) Mumbai-400050, holding Pan Card no. , herein represented by its Partners (i) Karishma S. Tekchandani, aged 40 years, in Business, married, wife of Suresh Tekchandani, holding PAN Card no. , Aadhar Card no. , Email Id , mobile no. , residing at 603

, mobile no. , residing at 603, B Wing, Casurina, Evershine Greens, Adarsh Nagar, Link Road, Andheri (West), Azad Nagar, Mumbai, Maharashtra-400053. Gill-Shri. Dinesh Vasudev Chhutani, aged 44 years, in Business,son of Vasudev Chhutani, holding PAN Card no.AadharCardCardno,EmailId

, mobile no , residing at Flat No. 503, Rose Building , Flower Valley, Wanowrie, Pune - 411 040.

(iv).-Smt.Ritukomal Rupani, aged 42 years, in Business, wife of Shri.Rohit Kumar Matta, holding PAN Card no.

Aadhar Card no , Email Id , mobile no , residing at Flat No.302 Pinnacle Palace Apartments, Lane No. '1, Umanagar, Begumpet, Hyderabad- 500016 hereinafter referred to as "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof include her successors, executors, administrators and assigns) as Party of the SECOND PART.

All the parties hereto are Indian Nationals.

The Vendor is herein represented by his attorney his brother SHRI.BHARAT NIHCHALDAS PARIANI, of 48 years, in business, married, son of late Nihchaldas Pariani, resident of Flat no.301, Nihchal Mall Residence, Calangute, Bardez Goa as constituted vide General Power of Attorney dated 19-03-2010 executed before the Notary S. J. Sardessai of Mapusa, Bardez Goa under no.12246/2010.

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The Partner at Sr. no.2(i) is herein represented by her attorney her father SHRI. SURESH JAIRAMDAS TAKCHANDANI, of 46 years, in business, son of Shri Jairamdas Thadomal Takchandani, holding Pan card no resident of 603, B Wing, Casurina Evershine Greens, Adarsh Nagar, Link Road, Andheri (West), Azad Nagar, Mumbai, Maharashtra-400053 as constituted vide Power of Attorney dated 02-12-2014 executed before the executed before the Joint Sub-Registrar, Andheri, Mumbai.

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The Partner at Sr. no.2(ii) is herein represented by her attorney her father SHRI. INDER PESSOORAM NAGPAL, of 27 years, in business, son of Shri Pessooram Nagpal, resident of H. No. A1 / D 702. Manikchand Malbar mill near Lullanagar Signal Wanwadi, Pune 411040 as constituted vide Power of Attorney dated 12-06-2017 executed before the executed byfore the Joint Sub-Registrar, Maharashtra – Pune under No. 9526/2017.

WHEREAS there exists land admeasuring admeasuring 2100m2. bearing Survey no.139/7 of Arpora, known as 'BARBERANCHI XIR' or 'VILBA CUNGO' or 'VILA CUNGO' or 'VITOL CUNGO' situated at Arpora, within the limits of Village Panchayat of Arpora, \* Taluka and Registration Sub-District Bardez, District North in the State of Goa,; which property is described in detail in the Schedule I hereunder and is hereinafter referred to as the SAID PROPERTY.

WHEREAS on 09-02-2015 the Add. Collector North Goa issued Sanad under no.RB/CNV/BAR/AC-1/83/2014 for conversion of an area of the said property. WHEREAS on 14-01-2015 Dy.Town Planner issued Order under no.TPB/1195/TCP-15/371 for construction of 1 to 7 Blocks and Swimming pool in the said property.

WHEREAS on 05-03-2015 Village Panchayat Arpora-Nagoa issued Licence under no.VP/An/Licence/2014-15/685 for construction in the said property.

WHEREAS the Owner/Vendor have offered to sell the said property to the Purchaser on as-is-where is basis at a total consideration of Rs.2,00,00,000/- (Rupees Two Crores Only) and the Purchaser has agreed to the same.

ND WHEREAS the SAID PROPERTY belonged to the Owner/Vendor hereto as having purchased the same under a Deed dated 30-09-2014 registered under Book I DSoc.Reg.No.BRZ-BKI-04333-2014 CD NO.BRZD736 in the office of Sub-Registrar Bardez.

AND WHEREAS the OWNER/VENDOR state and declare to be the sole and exclusive Owner/Vendor in possession of the SAID PROPERTY.

WHEREAS the Owner/Vendor has declared and expressly represented to the Purchaser as under:-

(i) That the Owner/Vendor is in full possession and use of the said property. There is no dispute, litigation pending in or before any Court of Law, Tribunal, Revenue authority and/or quasi-judicial body



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**EXAMPLE IN TERECT OF the said property** or may parts thereof, nor is **new prohibitory, attachment or other order or any directive (seed by ally Court, itibunal, Revenue authority and/or quasi-judicial easily of a thority, prohibiting any of the Owner from alienating, transferring, disposing of and/or otherwise dealing with the SAID PROPERTY and/or rights, benefits or interests therein, and/or entering into these presents, and/or which may affect or prevent the development of the SAID PROPERTY, as comempta ed herein.** 

The Owner/Vendor has not entered into any other arrangement; transaction and/or agreement (oral or vritten) for development, redevelopment, assignment, transfer and/or of the SAID PROPERTY of any part's thereof, and have not done or committed or omitted to do any act, deed, matter or thing save to the extent mentioned herein, whereby correason whereof the development and/or redevelopment of the said property whereby the Owner/Vendor may be prevented or affected in any manner whatsoever.

(ii) The Owner/Vendor hereby declares that the title of the SAID PROPERTY is clear, marketable and free from all encumbrances and reasonable doubts, and the same was and remains in exclusive occupation and possession of the said Owner/Vendor, who have good utile, full power and absolute authority to deal with the SAID PROPERTY. The said Owner/Vendor agrees, admits, consents and confirms that neither they or anyone on their behalf had, done committed or omitted to do any act, matter or thing whereby or by where where will be the SAID PROPERTY (in all the attributes as "the version of any part thereof is or can in any manner be advected y affected or prejudiced.

- (1) That the said Property or any part/s thereof is/are not affected by any mortg, ge, encumbrances, charge, claim, lien, reservation, requisition, httgat on, order or prohibition or attachment, claim for possession, casements or right of way adversely affecting the said property or any part/s thereof and there is no pending claim or demand of any revenue or other authorities, and there if no impediment whatsoever in contract or in taw for development and/or sale of the said property (in exercisible, free from encumbrances and reasonable doubts.
  - (v) The Owner/Vendor declares that there is/are no outstanding/s to any revenue or tax department/s which could directly or remotely constitute a charge/lien on the said property or otherwise adversely prejudice or affect the transaction herein.
  - (vi) All the rents, rates, taxes, cesses, assessments and other charges and outgoings payable in respect of the said property have been paid and discharged upto date, and there is no demand notice received by or pending against the Owner/Vendor as the case may be to any Government, Semi-Government, local or public body or authority in respect thereof.

Recovery Act and/or any other law in force for the time being, and the no notice has been served upon or received by any of the O--per/vendor under the income has Act, and there is no attachment or orders in that regard, which may adversely affect the development and for redevelopment of the said property.

and the Owner Version

(viii) The Owner/Vendor is not aware of any circumstances which may with notice or lapse of time or otherwise make incorrect, any of the declarations, representations and/or confirmation made in this deed by

him.

The Owner/Vendors and all consecuential authorities, as the case be, in favour of the Owner/Vendor is valid and subsisting and have not in any manner been challenged/ disputed whatsoever. That the Owner/Vendor is in full possession and use of the said property. There is no 2 dispute, litigation pending in or before any Court of La v, Tribunal, Revenue authority and/or quasi-judicial body or authority in respect of the said property or may parts thereof, nor is there any prohibitory, attachment or other order or any directive issued by any Court, tribunal, Revenue authority and/or quasi-judicial body or authority, prohibiting and of the Owner from alienating, transferring, disposing of and/or otherwise dealing with the SAID PROPERTY and/or rights, benefits or interests therein, and/or entering into these presents, and/or which may affect or prevent the development or redevelopment of the SAID PROPERTY; as contemplated-herein. (x) The Purchasers have themselves independently verifies all the title documents of the Owner/Vendor and are fully satisfied with respect to the right, title and interest of the Owner/Vendor in respect to the SAID PROPERTY.

## **NOW THIS INDENTURE WITNESSETH:-**

1.- That in consideration of the amount of Rs.2,00,00,000/- (Rupees Two Crores Only) out of Rs.2,00,000/- (Rupees Two Lakh only) is deducted towards TDS and the balance amount of Rs.1,98,00,000/-(Rupees One Crore Ninty Eight Lakhs only) is paid as under; which amount the Vendors do hereby admit and acknowledge as received and do hereby acquit, release and discharge the Purchaser; they the Vendors do hereby grant, transfer, assigns, assure and convey THE PROPERTY more particularly described in the Schedule hereunder written TOGETHER WITH all trees, drains, ways, paths, passages, common gullies, waters, water courses, lights, liberties, privileges, cahements, advantages and appurtenances to the SAID PROPERTY continging to and in any wise appertaining or usually held or occupied Therewith or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Vendors into and upon the said property and every part thereof hereby granted and conveyed and expressed so to be unto and to the use of the Purchaser forever, subject however to payment of all taxes. rates, assessments, dues and duties hereafter to become due and Payable to the Government or any other Local or Public Body in respect thereof. The Vendors does hereby covenant with the Purchaser that notwithstanding any act, deed or things done or executed by the Vendors or Knowingly suffered to the contrary they

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the Vendor now has in himself good rights, full power and absolute authority to grant of the SAID PROPERTY hereby granted and conveyed or expressed so to be UNTO AND To THE USE OF THE PURCHASER in the manner aforesaid AND THAT the Purchasers shall and may at all times hereafter quietly and peacefully possess and enjoy share of the SAID PROPERTY and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by the VENDORS or any person or persons lawfully and equitably claiming from, under or in trust, for him and that free from all encumbrance whatsoever made or suffered by the OWNER/VENDOR or any person or persons lawfully and equitably claiming any estate or interest in the SAID PROPERTY or any part thereof or part of the same shall and will from time to time and at all times hereafter at the request and the cost of the Purchaser floes and execute and cause to be done and things whatsoever for further and more perfectly assuring the SAID PROPERTY unto and to the use of the PURCHASER in the manner aforesaid as shall or may be reasonably required.

2.-The Owner/Vendor has today put the Furchaser in unconditional exclusive and absolute peaceful vacant possession of the SAID PROPERTY to be held by the Purchaser forever without any harm and/or hindrance from the Owner/Vendor and/or any person claiming through and/or on account of the Owner/Vendor and the Vendor does hereby indemnify the Purchaser against all/any such claims of heir ship or otherwise, if made, shall be settled by the Vendors alone at their cost without disturbing the possession of the Purchaser. 3.- The Owner/Vendor hereby covenant with the Purchaser as under:-

(a)-That the SAID PROPERTY is free from encumbrances of any nature whatsoever.

(b)-That the title of the Owner/Vendor to the SAID PROPERTY is clear, valid and marketable and is subsisting and the Vendors are lawfully entitled to sell and alienate the same.

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(c)-That the Owner/Vendor has not created any third Party rights upon and to the SAID PROPERTY nor is there any notice of Land Acquisition issued against the said property and that they have not entered into an Agreement in respect of the said plot with anybody and that there are no tenants, subtenants or any other person holding any title, interest and/or rights of whatsoever nature in the said Property.

(d)-The Owner/Vendor further declare and confirm that there is no any dispute or suit pending in respect of the said property in any Court of Law whatsoever.

(e)-That the SAID PROPERTY hereby conveyed shall at all times hereafter be possessed and enjoyed by the Purchaser peacefully and quietly without any claim or demand whatsoever from the Vendors or any other person whomsoever, of the said hereditaments hereby granted with its appurtenances and shall be entitled to receive the claims, rents and profits thereof for their own use and benefit, without any eviction, interruption, claim or demand whatsoever from or by the OWNER/VENDOR, or from or by any other person or person lawfully or equitably claiming by, from under, in the trust for them AND that free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the OWNER/VENDOR sufficiently saved, defended, kept harmless and indemnified of, from and against all estates, charges and encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned or suffered by the OWNERS/VENDOR or by any other person or persons lawfully or equitably claiming by or through, from under or in trust for them.

4.- The Owner/Vendor does hereby assure the Purchaser that there are no encumbrances/charges, lien or claims of any nature against of the SAID PROPERTY and that the Purchaser have the absolute, clear, valid and marketable title to the SAID PROPERTY and is havfully entitled to alienate the same unto the Purchaser, the Vendors further assure the Purchaser that all or any dues up to the date of execution of Deed of Sale of pertaining to the SAID PROPERTY and levied by any Central or Local Authority, whatsoever have been paid by the Owner/Vendor and any dues arising after the Deed of Sale shall be paid by the Purchaser. At any later stage also, in case of dues being found to be payable for the period prior to the Deed of Sale, the same shall be paid by the Owner/Vendor without demur upon being informed by the Purchaser.

5.- The Owner/Vendor does hereby give their exclusive consent and no objection to the Purchaser to get the Mutation Proceedings conducted in the survey Records of rights and get the name of the Purchaser recorded in the Form I and XIV under the provisions of Land Revenue Code.

6.- The Owner/Vendor declare that the subject matter of this Sale Deed does not pertain to occupancies of person belonging to Schedule Caste and Schedule Tribe.

7.- The Market value of the said Plot is Rs.2,00,00,000/-(Rupees Two Crores only) and as such Stamp duty of Rs.9,00,500/- (Rupees Nine Lakhs Five Hundred only) is payable hereto which is borne by the Purchaser.

### SCHEDULE

All that property admeasuring 2100m2 bearing Survey no.139/7 of Arpora, known as 'BARBERANCHI XIR' or 'VILBA CUNGO' or 'VILA CUNGO' or 'VITOL CUNGO' situated at Arpora, within the limits of Village Panchayat of Arpora, Taluka and Registration Sub-District Bardez, District North in the State of Goa, which is described in the Land Registrar under no.34570 at page 191 of Book B-88(New), but not enrolled in the Taluka Revenue Office.

The said property is bounded as under:-

Towards the East:-By the property bearing survey no.139/1 and Road.

Towards the West:-By the property bearing Sy. no. 143/10(part) &

143/10-A and partly by the property bearing Sy.

no.141.

Towards the North:-By the property bearing Sy. no.139/5 and 139/6.

Towards the South:-By the property bearing Sy. no.139/8 and 139/11

IN WITNESS WHEREOF the parties hereto have signed and executed this Deed of Sale on the day, month and the year mentioned hereinabove.

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# SIGNED AND DELIVERED

By the Party of the Owner/Vendor

in the Presence of witnesses



# Shri.Omprakash Nichaldas Pariani OWNER/VENDOR





Shri.Suresh Jairamdas Tekchandani

Partner of SHERATON REALTORS LLP.



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SIGNED AND DELIVERED

By the Party of the Purchaser

in the Presence of witnesses



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## WITNESSES

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# Office of Sub-Reg strar Bardez

Government of Goa

Print Date & Time : 16-06-2017 01:38:49 PM

Document Serial Number : 2451

Presented at 01:09:00 PM on 16-06-2017 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	700000.00
2	Processing Fees	580.00
	Total :	700580.00

Stamp Duty Required: 900000.00

Stamp Duty Paid: 900500.00

Ritukomal Rupan presenter

Name	Phote	Thumb Impression	Signature
Rituromal Ropani, W/O Rohit Kumar Matta, Married, Indian, age 42 Years Busines3, r/o Flat no 302, Binacle Palace. Apts Lane no 1, Unit ages. Begumpet, Hyderabad- e016 Pan no Partners of Sheraton Realtors LLP, having its reg office at 1002, Pali Palms, Pali Village, Bandra west Mumbai			Return

Endorsements

#### Executant

1. Suresh Takchandani, S/O Jairamdas Thadomal Takchan Iani. Married, Indian, age 46 Years, Business, r/o 603, B Wing, Casurina, Evershine Greens, Adarsh Nagar, Lick Boad, Andheri West, Azad Nagar, Mumbai, Maharashtra-400053 Pan no POA dated on 15:07/2016 executed before sub registrar Mumbai 7142/2016

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2. Bharat Nihchaldas Pariani, S/O Late Nihchaldas Pariani, Married, Indian, age 48 Years, Business, r/o Flar no 301, Nihchal Mall Residency, Calangute Bardez Goa POA dated on 19/03/2010 executed before notary Adv S.J Sardesai under reg no 12246/2010



3. Inder Pessooram Nagpal, S/O Pessoram Nagpa UnMarried, Indian, age 27 Years, Business, r/o H.no A1/ -702, Manikchand, Malbar Mill, Near Lullanagar Signal Wanwadi, Pune POA dated on 12/06/2017 executed before notary Sub Registrar Pune Maharashtra uncer no 9526/2017



4. Ritukomal Rupani, W/O Rohit Kumar Matta, Married, Indian, age 42 Years, Business, r/o Flat no 302, -- Partners Pinnacle Falace, Apts Lane no 1, Umanagar, Begu Dec, Hyderabad-500016 Pan no Pali Palms, Pali Village, Bandra west Mumbai

		Signature
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Identification Signature Witness Detail Sr Adv Kalpesh Kamat , S/O Ganesh Kamat, UnMarried, Indian, age 30 No. Years, Advocate, r/o H. no 70, Pilerne Bardez Coa 1 Rajkumar Hasreja, S/O Ochiram Hasreja, Married, Indian, age 50 Years, Business, r/o Flat no D-005, Etrenal Wave, Calangute Bardez Goa 2 Hutellin Fees puid No. 25001 ide v ndersement ' 400435031 de 6106/2017 100 TDS pd on 5/9/14chalan no.ITNS 280 ANTARS Scanned By -Signature -

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Book-1 Document Registration Number BRZ-BK1-02407-2017 CD Number BRZD788 on Date 16-06-2017 Sub-Registrar (Bardez ed By:privis have 121 ure:and Developed by C-DAC, ACTS, Pune Program Files\C-DAC\GAURI\Endorsement.html 16/Jun/2017