Chapters muchy moissand only भारत 08523 NON JUDICIAL ग वि CITIZEN CREDIT CO-OP BANK LTD AUG 29 2012 E-320, RUA DE OUREM PANAUI, GOA 403 001 R. 0030000/- PB6818 D-5/STP(V)/C.R./35/8/2006-RD(PART-III) STAMP DUTY FOR CITIZENCREDIT Luculum **Authorised Signatory** Registration Sopying (Folios) Copying endorsemen 58000-10 Registra' Sopying Tours 60 Jopying enforcements resented at the Office of tub-Registrar of Con un! ween the hours of BICHOLIM SUB - REGISTRAR BICHOLIM DEED OF SALE THIS DEED OF SALE is executed at Bicholim, Taluka and Registration Sub-District of Bicholim, District of North Goa in the State of Goa on this 29 day of August of the Year Two Thousand and Twelve (29/08/2012);

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BETWEEN

1. M/s. MAYFAIR RESORTS (INDIA) LIMITED, a Company registered with the Registrar of Companies under Registration No. 24968 dated 31st July 1986, having its registered office at 268, Maszid Mode, Near Uday Park, New Delhi, Having PAN No.

', represented herein by its authorised representative, Mr. Danny Fernandes, son of Mr. Lucas Fermiano Martinho Fenandes, 34 years of age, married, Business, Indian National, resident of House no. 931, Soccoro, Porvorim, Bardez, Goa, hereinafter referred to as "THE DEVELOPER/VENDOR" (Which expression unless repugnant to the context or meaning thereof shall mean and include all its Shareholders, Directors, Successors, Legal Representatives, Executors, Administrators and Assigns) of the FIRST PART.



AND

2. Mr. RAMAKANT SUBRAO SHETYE, son of Subrao Shetye, 40 years of age, businessan, married, Pan No. India National, residing at Shriram Smruti Bordem, Bicholim, Goa. hereinafter referred to as "THE PURCHASER" (Which expression unless repugnant to the context or meaning thereof shall mean and include all his Heirs, Successors, Executors, Administrators and Assigns) of the SECOND PART.



AND

3. Shri. VINAYAK DADU PAL, alias, VINAECA DADU POL, son of				
late Dadu Pol, aged about 40 years, married, businessman, Indian				
National, resident of House No, Bordem,				
Bicholim, Goa Holder of Pan No. and his wife,				
Plew.				
4. Smt. PREMAVATI VINAYAK PAL, wife of Mr. Vinayak Dadu Pal,				
aged about 55 years, married, housewife, Indian National, resident of				
House No. <u>G3</u> ;				
5. Shri JAIWANT DADU PAL, alias, ZOIVONTA DADU POL,son of				

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6. Smt. DWARKI JAIWANT PAL, wife of Mr. Jaiwant Dadu Pal, aged about 60 years, married, housewife, Indian National, resident of House No.2622, Bordem, Bicholim Goa,

late Dadu Jaidev Pal, aged about 65, married, businessman, Indian

and his wife,

National, resident of House No. __2622_

Pan card No.

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holder of

All of them hereinafter for brevity's sake being referred to as "THE CONFIRMING PARTIES" (Which expression unless repugnant to the context or meaning thereof shall mean and include their Heirs, Successors, Executors, Administrators and/or Assigns jointly and severally, wherever the context or meaning shall so require or permit) of the THIRD PART;

WHEREAS there exists a property known as "LAKER" OR "GALVARIL DONGOR" situated at village BORDEM, within the limits of Bicholim Municipal Council, Taluka and Registration Sub-District of Bicholim, District of North Goa, in the State of Goa, being described as a whole in the Land Registration Office of Bicholim under Description No. 1965 of Book B-5 (New), not enrolled in the Taluka Revenue Office of Bicholim and surveyed as a whole for the purposes of Records of Rights for the Revenue Village of Bicholim, under New Survey No. 65/0 of Village Bordem and more particularly described in the SCHEDULE-I hereunder written and herein after for brevity's sake being referred to as "the SAID PROPERTY";

AND WHEREAS the said property "GALVARIL DONGOR" or "LAKER" originally belonged to one Shri Demu Crisna Pol and his wife, Smt. Caxi Pol;

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AND WHEREAS the said Demu Crisna Pol and his wife, sold the said property to Mr. Luis Joao Dias, vide Deed of Sale dated 24/01/1942 drawn in the office of then Notary of Bicholim, Mr. Jose Francisco Souza Coelho in Book No. 116 at folio 55 to 56 (reverse);

AND WHEREAS vide Deed of Partition dated 3-1-1963 and registered under No. 555 at folio 91, executed among the legal heirs of late Luis Joao Dias the said property came to be allotted to his son - Mr. Eufemiano Dias;

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AND WHEREAS said Mr. Eufemiano Constancio Dias died on 12-4-2003, leaving behind Smt. Filomena Luisa de Souza Menezes as his widow and Mr. Luis Ian Dias and Mrs. Lois de Menezes e Dias as his sole and universal heirs, which is confirmed by Deed of Succession drawn on 10-12-2003, at pages 81 onwards of Book No. 680 before the Civil-Registrar-cum-Sub-Registrar and Notary Ex- officio of Ilhas, at Panaji,

AND WHEREAS the said Filomena Luisa de Souza Menezes, Mr. Luis Ian Dias and Mrs. Lois De Menezes e Dias alongwith their respective spouses sold a part of the said property to Mr. VINAYAK DADU PAL alias Mr. VINAECA DADU POL, and Mr. JAIWANT DADU PAL alias Mr. ZOIVONTA DADU POL, vide Deed of sale dated 18th December 2008, registered before the Sub Registrar of Bicholim



Under No. 1101/2008 at pages 194 to 220, (please check if page No.

is 174 to 193) Book I, Volume No. 659, dt. 18th December 2008. The said Part of the Juperty opention herin above in clearly described in schools III of the

AND WHEREAS the Developer/Vendor herein purchased a Part of the said property from the said Mr. VINAYAK DADU PAL alias Mr. VINAECA DADU POL, and Mr. JAIWANT DADU PAL alias Mr. ZOIVONTA DADU POL vide three different Sale Deeds i. Dated 10th February 2009 registered before the Sub- Registrar of Bicholim under No. 162/09 at paged 71 to 101, Book I, Vol No. 673 dated 16/02/2009 ii. Dated 10th February 2009 registered before the Sub-

Vol No. 673 dated 16/02/2009, and iii. Dated 10th February 2009 registered before the Sub- Registrar of Bicholim under No. 164/09 at

Registrar of Bicholim under No. 163/09 at paged 102 to 130, Book I,

paged 131 to 160, Book I, Vol No. 673 dated 16/02/2009;

AND WHEREAS after the purchase of the said portion of the said property the Vendors – M/s. Mayfair Resorts (India) Ltd., carried out necessary mutations in the Records of Rights and their names stood recorded in the Occupants' Column in Form No. I & XIV in the respect of Survey No. 65/0 of Village Bordem Bicholim;

AND WHEREAS the Vendors M/s. Mayfair Resorts (India) Ltd., thereafter applied for the approval of the sub-division of the said plots made in the said portion purchased by them vide sale deeds;

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AND WHEREAS the Town and Country Planning Department vide their letter bearing Ref. No. DC/5670/PICH/TCP-09/872 dated 20/11/2009, has granted provisional NOC for the sub-division of Plot Nos. 1 to13, 15,17, 19, 21, A-15 & C C-1 of the said property:

AND WHEREAS in terms of an Agreement of Sale dated 12/11/2009, the said M/s Mayfair Resorts (India) Ltd., agreed to sell nine subdivided plots viz., Plot Nos. 9, 10, 11, 12, 13, 15, 17, 19, 21 together admeasuring 2,884.00 sq. mts. in favour of the Purchaser;

AND WHEREAS the said Agreement of Sale dated 12/11/2009 stands registered with the Sub-Registrar's office of Bicholim, under Registration No. 1177/09 at pages 116 to 136 of Book No. I Volume No. 741, on 13/11/2009.;

.AND WHEREAS at the request of the Purchaser and at time of Final Sub-Division of plots in Phase III development, the aforesaid nine plots viz., Plot Nos. 9, 10, 11, 12, 13, 15, 17, 19 & 21 agreed to be sold to the Purchaser have been clubbed together alongwith the area earlier earmarked for internal access roads of the said plots, as one single plot and the same has been now identified and numbered as Plot No. 9 and the same now after clubbing together admeasures 3,319.00 sq. mts.;

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AND WHEREAS the Deputy Town Planner, Town & Country Planning Dept, Bicholim, Goa, has granted Final NOC for Phase (III) development vide its letter bearing No. DC/5670/BICH/TCP-II/440 dated 08/06/2011 for Sub Division of Plots bearing nos.1 to 9, A-9 to A-15 & CC1;

AND WHEREAS the Bicholim Municipal Council has also granted its Final NOC for Phase (III) development vide its letter bearing No. BMC/TECH/12-13/03 dated 07/05/2012 for Sub Division of Plots bearing nos.1to 9, A-9 to A-15 & CC1;

AND WHEREAS in pursuance of the aforesaid Agreement for Sale dated 12/11/2009, it has been agreed between the parties hereto that the Vendor/Developer shall sell to the Purchaser the said Plot No. 9 (comprised of said Plot Nos. 9, 10, 11, 12, 13, 15, 17, 19, & 21) together admeasuring 3,319.00 sq. mts. or thereabouts, forming part of the said property "LAKER" OR "GALVARIL DONGOR" situated at village Bordem, within the limits of the Bicholim Municipal Council, Taluka and Registration sub-district of Bicholim, District of North Goa, in the State of Goa, more particularly described in the SCHEDULE —III hereunder written and delineated on the plan annexed hereto and shown surrounded by red coloured boundary lines for a total consideration of Rs. 29,00,000.00 (Rupees Twentynine Lakhs only) which is its present prevailing market value of the said plot;

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

In pursuance of the said agreement and consideration of sum of Rs. 29,00,000.00 (Rupees Twenty Nine only) paid by the PURCHASER to the Vendor/Developer, Lakhs before the execution of these presents (the payment and receipt whereof the Vendor/Developer do hereby admit and acknowledge and of the same and every part thereof do hereby acquit, release and discharge the Purchaser) THEY the Vendor/Developer as the absolute and exclusive owners of the said Plot No. 9 (comprised of said Plot Nos. 9, 10, 11, 12, 13, 15, 17, 19, & 21) together admeasuring 3,319.00 do hereby grant, convey, sell, transfer, assign, release and assure unto the Purchaser ALL THAT Plot No. 9 (comprised of said Plot Nos. 9, 10, 11, 12, 13, 15, 17, 19, & 21) together admeasuring 3,319.00 sq. mts. or thereabouts, "LAKER" OR "GALVARIL forming part of the said property DONGOR" situated at village Bordem, within the limits of the Bicholim Municipal Council, Taluka and Registration sub-district of Bicholim, District of North Goa, in the State of Goa, being described as a whole in the Land Registration Office of Bicholim under Description No. 1965 of Book B-5 (New), not enrolled in the Taluka Revenue Office of Bicholim and surveyed as a whole for the purposes of Records of Rights for the Revenue Village of Bicholim,

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under New Survey No. 65/0 of Village Bordem

and more particularly described in the Schedule-III hereunder written and delineated on the plan (ANNEXURE –I) annexed hereto and thereon shown surrounded by red coloured boundary lines TOGETHER WITH all and singular rights, title, interest, uses, benefits, easements, privileges claims, advantages, demands, 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, claims and demand whatsoever both at law and in equity of the Vendors, free from all encumbrances, charges and liens for it TO HAVE AND TO HOLD the same absolutely forever.

2. The Vendor/Developer do hereby covenant with the Purchaser that not withstanding any act, thing or deed done or executed by the Vendor/Developer or knowingly suffered to the contrary, the Vendor/Developer now have good right, title and full authority to sell, transfer, grant and convey the said plot of 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 Vendor/Developer further covenant with the Purchaser that the said plot of land conveyed and the possession of which has been delivered to the Purchaser is

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of complete and absolute ownership of the Vendor/Developer and are not subject to any tenancy or other rights of whatsoever nature, easements or rights in the nature of easements or any other encumbrances whatsoever nor is it subject to any pending litigation.

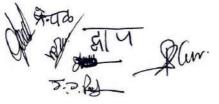
4. The Purchaser shall and may at any time hereinafter peacefully hold, enjoy, use the said plot of land, receive rents, profits thereof for its own use and benefits without any suit, eviction, obstruction, interruption, claim or demand from the Vendor/Developer and the Vendor/Developer hereby undertake to indemnify the Purchaser at the request of the Purchaser and at the cost of the Vendor/Developer if any other person claims better title to the said plot of land which is hereby sold.



5. The said plot of land hereby sold is free from encumbrances whatsoever made or suffered by the Vendor/Developer and the Vendor/Developer shall and will from time to time and at all 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.

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- The Vendor/Developer shall hand over to the Purchaser the corresponding original/Notarised documents pertaining to the said property.
- 7. AND THIS INDENTURE FURTHER WITNESSTH THAT the vendors do hereby convenant with the Purchaser that the said plot hereby sold is absolutely free from any charges, liens, encumbrances and/ or attachments of any kind whatsoever nor there are any rights of tenancy in favour of any person whomsoever in respect of the same and that if for any defect in the title of Vendors the purchaser is deprived of the whole or any part of the said premises, the Vendors shall indemnify and compensate the purchaser and / or his successors-in-interest.
- 8. In case any discrepancies, errors and/ or omissions or claim of any person/persons is found any time hereafter, the Vendor/Confirming Parties shall come forward to rectify/correct/settle the same immediately upon intimation from the purchaser at the Vendors cost and consequences thereof.
- 9. AND the Vendors do hereby give their No Objection and agree to fully co-operate with the Purchaser to carry on



necessary mutations in the Records of Right to get his name recorded in the Occupants' Column of Form No. I and XIV of said New Survey No. 65/0 of the Revenue Village Bicholim.

10. Vendors hereby declare that they are aware of the Notification bearing No.RD/LND/LRC/318/77 dated 21st August 1978 and Circular No. 16/04/2011-RD dated 06/06/201, issued by the Government of Goa and further declare that the said plot hereby sold does not belong to person of scheduled caste or scheduled tribe.

11. A stamp duty of Rs. 58,000.00 (Rupees Fifty Eight ousand only) is payable on the present indenture. It was ever, a stamp duty of Rs. 29,000.00 (Rupees Twenty Inne Thousand only) has already been paid at the time of execution of the aforesaid Agreement For sale 12/11/2009 registered with the Sub-Registrar's office of Bicholim, under Registration No. 1177/09 at pages 116 to 136 of Book No. I Volume No. 741, on 13/11/2009.; in respect of the same transaction and, therefore, the same has been adjusted in the present indenture accordingly.

12. The Vendor/Developer assure, declare and confirm to the Purchaser that there are no arrears of any Tax and or dues payable on the said property standing thereon to the Municipality any authority, Government body.

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13. The confirming parties herein who are the original owners of the said property hereby confirm that the present sale of Plot No. 9 in favour of the Purchaser has been done with their express consent and they hereby confirm the same.

SCHEDULE - I

Description of the property

ALL THAT property known as "GALVARIL DONGOR" or "LAKER", admeasuring an area of 79100 Sq.mtrs situated at Village BORDEM, within the limits of Bicholim Municipality, Taluka and Sub District of Bicholim, District North Goa, State of Goa, inscribed under inscription No. 11582 at page 33 back of Book, G -16 new, described in the Land Registration Office under No. 1965 of Book B-5 New, not enrolled in the Taluka Revenue Office and surveyed under Survey No. 65/0 of Village Bordem and bounded as under:

Towards North

By Survey No. 62

Towards South

By Survey No. 16/2 and 16/3

Towards East

By Survey No. 66 and 67 and

Towards West

By Survey No. 63/2

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SCHEDULE - II

Description of the part of the property

ALL THAT Northern part of the property, admeasuring an area of 39950.00 sq. mts. which is the part of the property described herein above and the same bounded as under:

Towards North

By Survey No. 62

Towards South

By Part of the same property

Towards East

By Survey No. 67 and

Towards West

By Survey No. 63/2



SCHEDULE III

(Description of the said Plot No. 9 hereby sold.)

All that piece or parcel of land viz., Plot No. 9 (comprised of Plots earlier numbered as plot nos. 9, 10, 11, 12, 13, 15, 17, 19, & 21) together admeasuring 3,319.00 sq. mts. or thereabouts, forming part of the Northern Half of the larger property known as "LAKER" OR "GALVARIL DONGOR" situated at village Bordem, within the limits of the Bicholim Municipal Council, Taluka and Registration sub-district of Bicholim, District of North Goa, in the State of Goa, being described as a whole in the Land Registration Office of Bicholim under Description No. 1965 of Book B-5 (New), not enrolled in the Taluka Revenue Office of Bicholim and surveyed as a whole, for the

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purposes of Records of Rights for the Revenue Village of Bicholim, under New Survey No. 65/0 of Village Bordem Bicholim and the said Plot No. 9 forming part of New Survey No. 65/0 of Village Bordem is bounded as an independent and distinct entity as follows:-

To the North :- By Road

To the South :- By open space and Road.

To the East :- By remaining part of the same property

acquired for Canal.

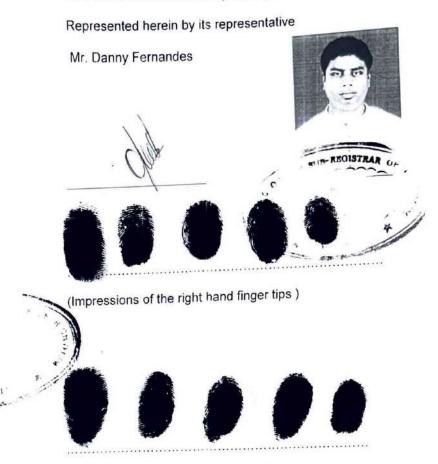
To the West :- By remaining part of the same property

IN WITNESS WHEREOF THE VENDOR/DEVELOPER and the Confirming Parties and the Purchaser have put their respective hands on the day, month and year first hereinabove mentioned.

SIGNED , SEALED AND DELIVERED

BY THE WITHINAMED "THE VENDOR/ DEVELOPER"

M/s. MAYFAIR RESORTS (INDIA) LIMITED ,



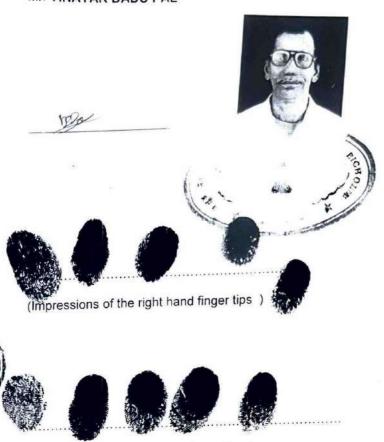
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SIGNED EXECUTED AND DELIVERED

BY THE WITHINAMED CONFIRMING PARTY

Mr. VINAYAK DADU PAL



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SIGNED EXECUTED AND DELIVERED

BY THE WITHINAMED CONFIRMING PARTY

Mrs. PREMAVATI VINAYAK PAL

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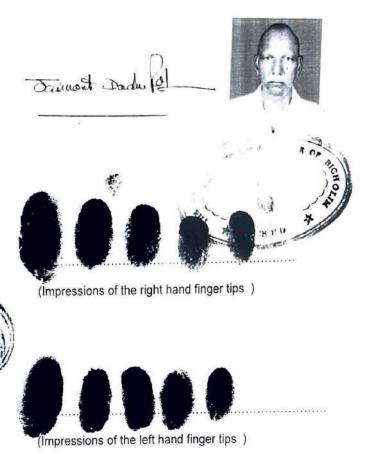
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SIGNED EXECUTED AND DELIVERED

BY THE WITHINAMED CONFIRMING PARTY

Mr. JAIWANT DADU PAL



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SIGNED EXECUTED AND DELIVERED

BY THE WITHINAMED CONFIRMING PARTY

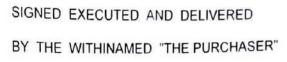
Mrs. DWARKI JAIWANT PAL



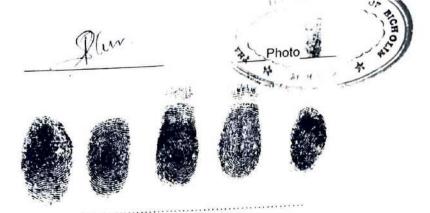
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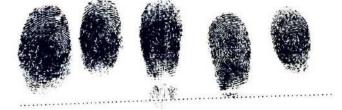
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Mr. RAMAKANT SUBRAO SHETYE



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WITNESSES

(Shyam Shetye)
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1) MIS Mayfair Resarts (India) Limited, a company represented by its authorised representative, Mr. Danny Fernandes, slo Mr. Lucas Fermiano Martinho Fernandes, 34 years married, Business, Indian National, No H. no. 931, Soccoro, porvarim Bardey, Gua.

2) Mr. Ramakant Subnaco shetye, Slo subno shetye, 40 years business married, Indian National, rlo shrinam smruhi Bordem, Bichalim Goa.

3) Shri. Vinayak Dadu pal, alias Vinaeca Dadu pol, slo late Dadu pol, aged 40 years, married business. man Indian National slo House No. 63, Boxdem Bicholim Goa.

4) Smt. premavali vinayak pal, who Mer. vinayak who of we. vinayak Dadu pal, aged 55 years, married, house wife, Indian National rio. H. no. 63.

5) Shri. Jaiwant Dadu pal, alias zaivonta Dadu pol, sto late Dadu Jevider pal, aged 65, married, businessman, Indian National vilo H.No. 2622,

6) smt. Dwarki Jaiwant pal, wlo Mr. Jaiwant Dadu pal, aged 60 years, married, housewife, Indian National, No. H.no. 2622 Bordem Bi-Cholim Goa.





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