

Government of Goa REGISTRATION DEPARTMENT

OFFICE OF THE STATE REGISTRAR-CUM-HEAD OF NOTARY SERVICES

7th Floor, Shramashakti Bhawan, Patto, Panaji - Goa 403 001

Email: srhns-rd.goa@nic.in Fax No. +91 (0832) 2437133 Phone Nos.: + 91 (0832) 2437136

No. 4/81/16-Registration/46/

Dated:-25/02/2016

Mr. Tulio Francisco Placido de Miranda e Faria & Mrs. Maria Isabel da Silva Fernandes Camacho Miranda e Faria, Panaji - Goa.

> to sell a property known as "NOVI BAIM" or as Permission Sub:-"CAMBACHI BAIM" "KAMHOCHI BAIM" or also as admeasuring 2250 sq.mts. alongwith old residential house bearing No. 192 bearing Sy. No. 87/14 situated at Sangolda, Bardez, Goa.

Sir,

With reference to your letter dated 23/02/2016 on the subject cited above, I am to inform you that in view of Circular No.4/81/14-Registration/263 dated 29/01/2014 issued by this office and Master Circular No.4/2015-16 dated 01/07/2015 as well as FAQ on acquisition of transfer of immovable property in India by NRIs/PIOs/Foreigin Nationals of Non Indian Orgin issued by R.B.I., you are hereby advised to approach the Civil Registrar-cum-Sub Registrar, Bardez for registration of Deed of Sale. However, if any violation is noticed, the Investigating Agencies may investigate the same.

You are also instructed that the proceeds of the transaction should be transferred through banking channels only as per R.B.I. guidelines.

Further, it is to inform you that the letter No. 4/81/16-Registration/395 dated 17/02/2016 addressed to Adv. L. Ferreira, On behalf of his client, Mr. Tulio Francisco Placido de Miranda e Faria & Mrs. Maria Isabel da Silva Fernandes Camacho Miranda e Faria, Panaji –may be treated as cancelled.

Yours faithfully.

(P.S.S.BODKE) State Registrar

-cum-

Head of Notary Services Member Secretary of FEMA Committee

Copy for information to:

The Civil Registrar-cum-Sub Registrar, Bardez – you are hereby instructed to registered the Deed of Sale as per draft enclosed, if all the provisions of the Registration Act, 1908 are complied with.

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

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

भारत 18889 NON JUDICIAL गोवा FEB 25 2016

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Rs0922000/- PB5740

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STAMP DUTY

GOA

For AXIS BANK LTD.

Authorised Signatory P. Shirgaonkar Road, Panaji, Goa-403901.

NAME: Kirti P. Nerlekav ADDRESS: Belgaum THROUGH: KIRTI P NERUEKAR SIGNATURE: ULLENDS, RECEIPT NO ... AXISB/18080

Sr. No. 990/2016.



DEED OF SALE

THIS DEED OF SALE is executed before the Sub-Registrar of Bardez Taluka, District North Goa, at Mapusa - Goa, on this 25th day of February 2016.

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BETWEEN

(1) MR. TULIO FRANCISCO PLACIDO de MIRANDA e FARIA, son of late Jose Leopoldo Paulo de Faria, aged 80 years, married, [Pan Card No. ACAPF9125H] and his wife, (2) Mrs. MARIA ISABEL da SILVA FERNANDES CAMACHO MIRANDA e FARIA, aged 67 years, [Pan Card No. ACAPF8415T] both Portuguese Nationals of Indian Origin, both residents of Alcabidenche, Portugal, both hereinafter referred to jointly as the "VENDOR" (which expression unless repugnant to the meaning or context thereof shall include their successors, legal representatives, executors, administrators and assigns/nominees) of the ONE PART.

WHOM IS TRANS

AND

Mr. KIRTI PRAMOD NERLEKAR, son of Pramod (1)Nerlekar, aged 45 yrs., (Pan Card AATPN0230C), businessman, resident of Adarsh Nagar, Vadgaon Belgaum, (2) Mrs. APOORVA MURKUMBI, wife of Mr. Narendra Murkumbi, aged 43 years (PAN -AFKPM9665A), businesswoman, resident of Beaumonde, Appasaheb Marathe Marg, Prabhadevi, Mumbai-25, both Indian Nationals, both hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include theirsuccessors, legal representatives, executors, administrators and assigns/nominees) of the OTHER PART.

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WHEREAS there exists a property known as "NOVI BAIM" or as "KAMHOCHI BAIM" or also as "CAMBACHI BAIM", located at Bela Vista Waddo, Sangolda, Bardez, Goa, within limits of V.P Sangolda, Taluka and Sub-district of Bardez, District of North Goa, presently surveyed under Sy. No. 87/14 of Sangolda village, admeasuring an area of 2450 sq.mts., which property came to belong to Mrs. Bemvinda Vitoria de Souza Faria, widow of late Joao Francisco Faria, which shall hereinafter be referred to as the "said entire property", and which entire property is more particularly described in the Schedule - I hereunder written.

AND WHEREAS the said Mrs. Bemvinda Vitoria de Souza Faria expired on 30/01/1954, while her husband had expired earlier, on 10/07/1918.

AND WHEREAS there exists an old residential house bearing H. No. 192 and an out-housewithin the said entire property, which shall hereinafter be referred to individually as the "said house and out-house" respectively.

AND WHEREASthe Mrs. Bemvinda Vitoria de Souza Faria left behind a Will dt. 25/10/1950, in favour of her two sons, Albino Jose Carmo Faria and Jose Leopoldo Paulo de Faria, which took effect upon her death.

AND WHEREAS subsequently, the said Albino Jose Francisco Faria died on 28/10/1968, in the status of a bachelor, leaving behind a Will dt. 20/09/1965, in favour of his brother, said Jose Leopoldo Paulo de Faria.

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AND WHEREAS the said Jose Leopoldo Paulo de Faria, thereafter, expired on 18/02/1989 while his wife, Mrs. Alexandra Melita de Miranda had predeceased him on 02/02/1979, leaving behind their only son, the VENDOR No. 1 herein, married to the VENDOR No. 2, which factum of succession is confirmed by Deed of Succession and Qualification of Heirs executed on 19/05/1989, declaring the VENDOR herein as their sole and universal heirs.

AND WHEREAS the VENDOR No. 1 and VENDOR No. 2 are married under the Regime of Communion of Assets.

AND WHEREAS the VENDOR has been in peaceful possession of the said entire property and in peaceful occupation of the said house and out-house.

AND WHEREAS the VENDOR has approached the PURCHASER with a proposal to sell a major portion of the said entire property, excluding a plot admeasuring 200 sq.mts located on the northern – western portion thereof, and after negotiations, the VENDOR has agreed to sell to the PURCHASER, the saidmajor portion of the said entire property admeasuring an area of 2250 sq.mts, at a total consideration of Rs.1,84,36,030/- (Rupees One crore eighty-four lakhs thirty-six thousand and thirty only) and the PURCHASER has agreed to purchase, on terms and conditions as mutually agreed between the parties hereto.

AND WHEREASthe saidmajor portion of the said entire property admeasuring an area of 2250 sq.mts, together with the said house and out-house, existing therein, shall

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hereinafter conjointly be referred to as the "said property", and more particularly described in Schedule - Ilhereunder written.

AND WHEREAS the VENDOR is therefore executing the present deed of sale in favour of the PURCHASER in respect of the said property.

NOW THIS INDENTURE WITNESSETH AS UNDER:

That in pursuance of the consideration in the sum of Rs.1,84,36,030/- (Rupees One crore eighty-four lakhs thirty-six thousand and thirty only) paid by the PURCHASER to the VENDOR, i.e (i) Rs. 91,25,850/-(Rupees Ninety-one lakhs twenty-five thousand, eight hundred and fifty only) by D.D No. 290543, drawn on IndusInd Bank, Mumbai, (ii)Rs. 71,45,820/-(Rupees Seventy-one lakhs forty-five thousand eight hundred and twenty only) by D.D No. 004749, (iii)Rs. 19,80,000/- (Rupees Nineteen lakhs eighty thousand only) by D.D No. 004750, both drawn on Axis Bank Ltd., Belgaum, all D.Ds dated 24/02/2016 in favour of Vendor No. 1 (at the request of VENDORS), after deducting T.D.S, the receipt whereof the Vendor doth hereby admit and acknowledge, and of and from the same and every part thereof, doth hereby acquit, release and forever discharge the Purchaser, the Vendor doth hereby grant, convey, transfer and assign unto and to the use of the Purchaser, free from encumbrances, all that said property alongwith the said house and out-house, which are more



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particularly described in the Schedule-II hereunder written, and shown delineated in red colour boundary on the plan annexed hereto and forming part of this Deed of Sale, which forms part of the said entire property described more particularly in Schedule-I hereunder written, together with all ways, paths, passages, easements, privileges, trees, fences, wells, lights, liberties, structures and appurtenance whatsoever to the said property or anywise appertaining thereto or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed to belong and be appurtenant thereto AND ALL THE ESTATE, RIGHT, TITLE, INTEREST, CLAIMS AND DEMANDS whatsoever both at law or in equity of the Vendor into or out of the said portion and every thereof TO HAVE AND TO HOLD the said property hereby granted, conveyed, sold, transferred and assured or otherwise expressed and intended so to be UNTO and to the use of the Purchaser SUBJECT HOWEVER to the rates, taxes, assessments dues and duties chargeable upon the said propertyand payable to the Government or any other authority in respect thereof AND the Vendor does hereby covenant with the Purchaser that notwithstanding any act, deed or thing by the Vendor done or executed or knowingly suffered to the contrary he, the Vendor, now has in himself a good right, full power and absolute authority to grant convey, sell, transfer and assure the said plot hereby conveyed and assured or expressed and intended so to be unto and to the use



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of the Purchaser in manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the same and receive the rents and profits thereof without any lawful eviction, interruption, claim and demands whatsoever from or by the Vendor or by any other person or persons lawfully or equitably claiming by from under or in trust for them AND THAT FREE AND CLEAR AND FREELY AND CLEARLY AND ABSOLUTELY acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of from and against all estates, claims, charges, encumbrances whatsoever heretofore made executed occasioned or suffered by the Vendor or by any person or persons lawfully claiming or to claim by from under or in trust for them AND the Vendor and all other persons claiming by from under them shall and will from time to time and at all times hereafter at the request of the Purchaser execute, make or perfect or cause to be executed made or perfected all such acts, deeds, things and assurances whatsoever for further and more perfectly assuring the said property as aforesaid and every part thereof UNTO and to the use of the Purchaser as shall or may be reasonably required.

2. The Vendor further covenants with the Purchaser as under:

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- i. That all the taxes due in respect of the said property described as a whole in the SCHEDULE- I, have been paid in full, upto date, and that in the event of any tax or charges being found to have remained in arrears or unpaid, the same shall be paid by the Vendor directly to the authorities concerned.
- ii. That the Vendor is the absolute owner of the said property and said houseand out-house hereby agreed to transferred, sold and conveyed in favour of the PURCHASER, and that the VENDOR has absolute power, perfect title to sell / assign / transfer and convey the same.



- iii. That the said property including the said house and out-house, is free from any encumbrances, claims, charges and liens whatsoever.
- iv. That the said property is not subject-matter of any acquisition or requisition by the Government or other body nor subject to lis pendens,
- v. That the VENDOR has not granted any right, license or created any other rights, in favour of, any person/entity, in and over or in respect of the said property and said house and out-house.
- vi. The VENDOR has obtained the N.O.Cs/permissions from the competent Authority and all other consents, permissions, approvals as may be

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required to complete the transaction of sale of the said property and said house and out-house.

vii. That the said property and said house with outhouse hereby sold and conveyed, and the possession whereof is today delivered to the Purchaser, is of the complete and absolute ownership of the Vendor, and is not subject to any tenancy or mundkarial rights or other charges, rights of whatsoever nature, easements or rights in the nature of easements or any other encumbrances whatsoever, nor is it subject to lis pendens.

viii. That the Vendor shall and will, from time to time, and at all times hereafter, at the request and cost of the Purchaser, whenever required, sign such further documents or papers in respect of the said and said house and out-house, for the purpose of having the ownership and possession thereof recorded in the name of the Purchaser in all government records including the Land Registration Office, Revenue Office, Record of Rights, Village Panchayat, etc. The Vendor do hereby give and declare their express No Objection for the inclusion of the name of the Purchaser in the survey records with respect to the said property and said house and out-house hereby sold, by of mutation or otherwise and without any further notice or reference to the Vendor.

ix. That if the Purchaser suffers any loss or incurs any expenses by reason of any misrepresentation made

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by the Vendors, then and in such event the Vendor shall and will indemnify the Purchaser against all such loss or expenses, including loss suffered by reason or loss of enjoyment or of proprietary interest in the said property portion or any part thereof and said house, and the loss of expenses suffered / incurred by reason of being subjected to any legal proceedings, to protect the said immovable property hereunder purchased and / or its title thereto.

In case the Purchaser is ever dispossessed from the said property portion or any part thereof hereby sold or any part thereof and/or the said house or any part thereof, by reason of any defect in the title of Vendor or otherwise for any reason whatsoever, at any time, the Vendor does hereby agree and undertake to repay to the Purchaser consideration paid with interest at the rate of 21 % per annum from date hereof till date of payment, as the case may be, of such portion thereof as shall bear proportion to the said property, portion or any part thereof, hereby sold or any part thereof and said two houses, where from the Purchaser is dispossessed, and shall keep the Purchaser saved and indemnified at all times from and against such further losses which may be suffered as a consequence thereof.

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xi. The Vendors have today put the Purchaser in actual physical possession of the said property including the said house and out-house.

xii. That the said property is accessible by a motorable tarred public road.

- ٠3. The market price of the property described in Schedule I is Rs. 1,84,36,000/- (Rupees One crore eighty-four lakhs thirty-six thousand only), and stamp duty is engrossed accordingly.
- The VENDOR and the PURCHASER hereby declare that the said property in transaction does not belong to occupancies of any member of Schedule Caste/Schedule Notification Tribe, pursuant the No.

LAND/LRC/318/77 dated 21/8/1978.

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The Purchaser has deducted the TDS from the total considuation as advice by Anome tex Department as they have not antered SCHEDULE-I

(DESCRIPTION OF SAID ENTIRE PROPERTY)

ALL THAT SAID ENTIRE PROPERTY known as "NOVI BAIM" or as "KAMHOCHI BAIM" or also as "CAMBACHI BAIM", located at Sangolda, Bardez, Goasituated at Bela Vista Waddo, Sangolda, within limits of V.P Sangolda, Taluka and Sub district of Bardez, District of North Goa, registered in the Land Registration Office of Bardez under No. 18047 at folio 129 of Book G/24, not enrolled in the Taluka Revenue Office, bearing Old Cadastral No. 1361, surveyed as a whole under Sy. No. 87/14 of Sangolda, admeasuring an area of 2450 sq.mts., in which there exists an old residential house bearing H. No. 192 and an out-house.

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The said entire property is bounded as under:

ON THE NORTH: by a nullah,

ON THE SOUTH: by the public road (CHOGM),

ON THE EAST : by properties bearing Sy. No. 87/4 and

87/15.

ON THE WEST : by a road lying in the property bearing

Sy. No. 87/13.

SCHEDULE - II

(DESCRIPTION OF SAID PROPERTY)

ALL THAT SAID PROPERTY admeasuring an area of 2250 sq.mts., out of the said entire property more particularly described in Schedule I hereinabove written, in which there exists an old residential house bearing H. No. 192 and an out-house.

The saidproperty is bounded as under :

ON THE NORTH: partly by the plot of 200 sq.mts reserved

by VENDORS, and partly by a nullah,

ON THE SOUTH: by the public road (CHOGM),

ON THE EAST : by properties bearing Sy. No. 87/4 and

87/15.

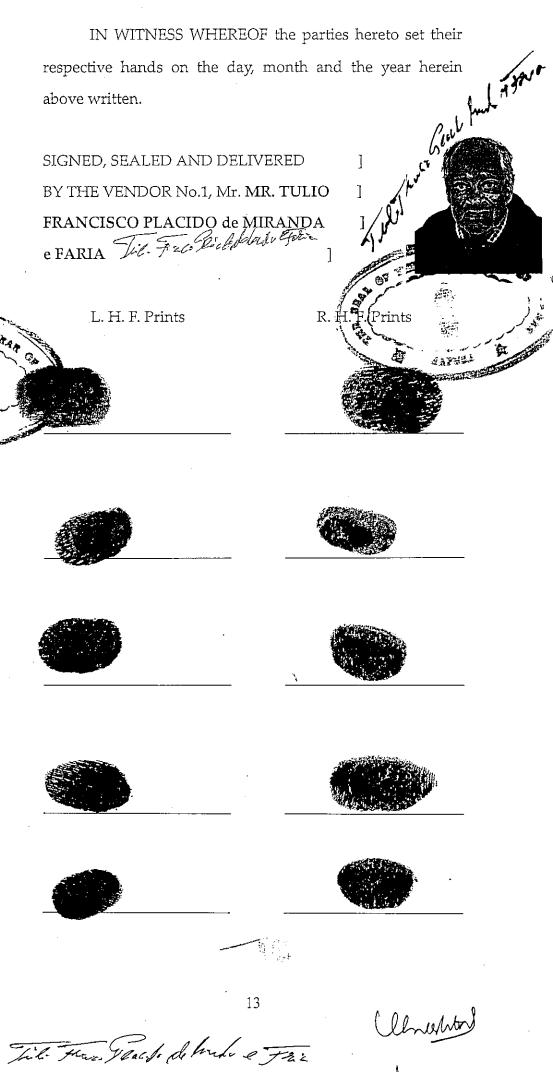
ON THE WEST : partly by the plot of 200 sq.mts reserved

> by VENDORS and partly by the road passing inproperty bearing Sy. No.

87/13.

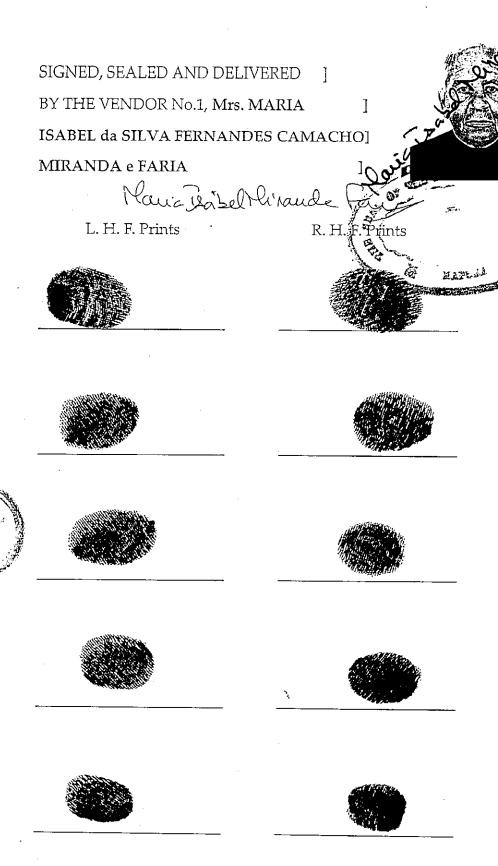
(The said property is shown delineated on the plan annexed hereto in red colour boundary, and forms an integral part of this deed).

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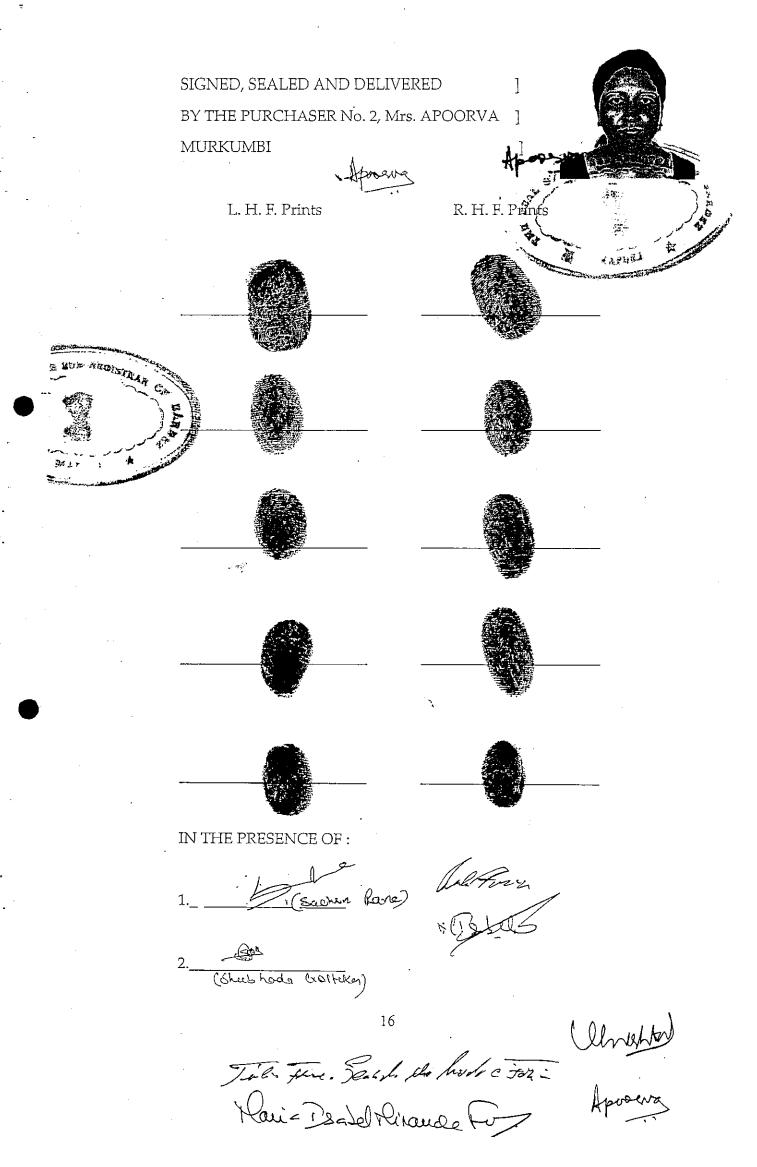
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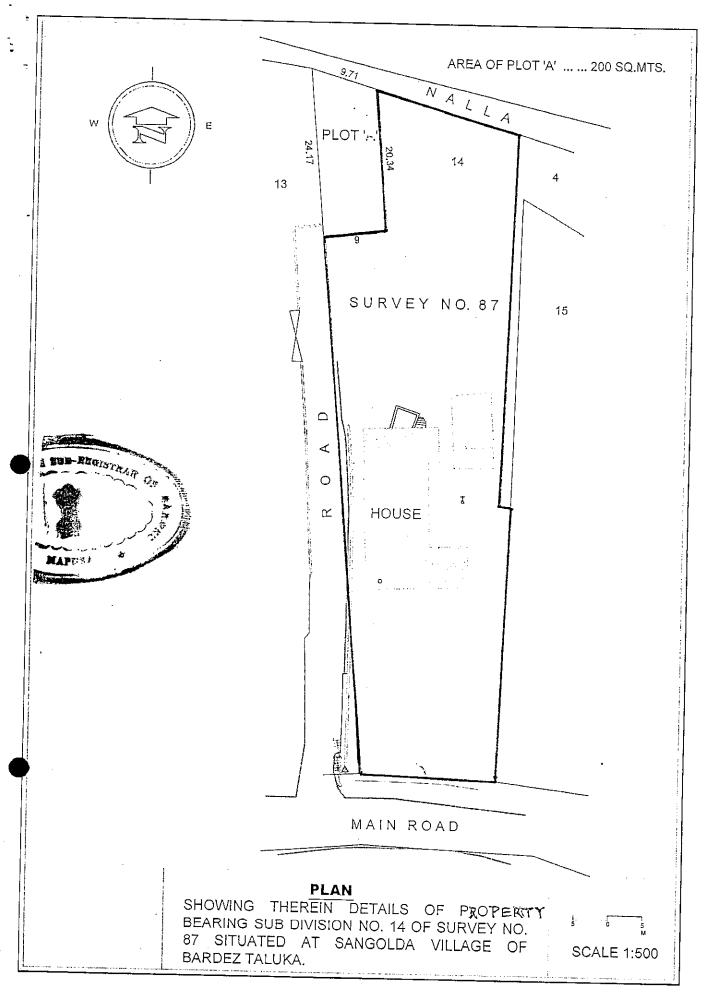


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SIGNED, SEALED AND DELIVERED BY THE PURCHASER No. 1, Mr.KIRTI NERLEKAR L. H. F. Prints

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VENDOR NO.

Your Data Phandel

VENDOR Nº 2

PURCHASER Nº1

PURCHASER Nº2

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Office of Sub-Registrar Bardez

Government of Goa

99612016

Print Date & Time: 26-02-2016 12:50:20 PM

Document Serial Number: 990

Presented at 12:09:00 PM on 26-02-2016 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	737450.00
2	Processing Fees	280.00
	Total:	737730.00

Stamp Duty Required:

921850.00

Stamp Duty Paid: 922000.00

Kirti Pramod Nerlekar presenter

Name	Photo	Thumb Impression	Signature
Kirti Pramod Nerlekar,s/o Pramod Kirti Pramod Nerlekar,s/o Pramod Kerlekar, Married,Indian,age 45 Years,Business,r/o 2302, Beaumonde, Appasaheb Marathe Marg, Prabhadevi, Mumbai 25. PAN No. AATPN0230C.			Cherry

Endorsements

Executant

1. Tulio Francisco Placido de Miranda e Faria, s/o late Jose Leopoldo Paulo de Faria, Married,PortugueseNational of Indian Origin (PIO),age 80 Years,retired,r/o Alcabidenche, Portgal. PAN No. ACAPF9125H.

Photo	Thumb Impression	Signature
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2. Maria Isabel da Silva Fernandes Camacho Miranda e Faria, s/o w/o Mr. Tulio Francisco Placido de Miranda e Faria, Married, Portuguese National of Indian Origin (PIO), age 67 Years, retired, r/o Alcabidenche, Portgal. PAn No. ACAPF8415T.

Photo	Thumb Impression	Signature
		Maurs Dasel de Libra Fernandes Camacho Linauda

3 . Kirti Pramod Nerlekar, s/o Pramod Nerlekar, Married,Indian,age 45 Years,Business,r/o 2302, Beaumonde, Appasaheb Marathe Marg, Prabhadevi, Mumbai 25. PAN No. AATPN0230C.

Photo	Thumb Impression	Signature
		Chreshton

4. Apoorva Murkumbi, w/o Mr. Narendra Murkumbi, Married, Indian, age 43 Years, Business, r/o 2302, Beaumonde, Appagaheb Marathe Marg, Prabhadevi, Mumbai 25. PAN No. AFKPM9665A.

Photo	Thumb Impression	Signature
		Horaina

Identification

Sr No.	Witness Details	Signature
1	Adv. Shubhada Goltekar , d/o Shripad Goltekar,UnMarried,Indian,age 29 Years,advocate,r/o H.No. 151/2C, Sodeim, Siolim, Bardez, Goa.	Col
2	Sachin Rane , s/o Ramchandra Rane,Married,Indian,age 36 Years,Business,r/o H.No. 1456, Colvaddo,Cuncolim, Salcete, Goa.	1)e

Permission to sell a property known as Novi Baim or Kamhochi Baim or Cambachi Baim adm. 2280 sq. mts along with old residential house No. 192 sy No. 87/14 at Sangoda. NOC Ref. No. 4/81/16-Registration dated 25/02/2016 of the State Registrar cum Head of Notary Services Panaji. TDS paid on 25/02/2016 through AXIS Bank.

Scanned By:-

Consultable Registrators

Book-1 Document
Registration Number BRZ-BK1-00976-2016
CD Number BRZD777 on
Date-26-02-2016

Sub-Registrar (Bardez)

Scanned By:-

Signature: - Imagisola

Designed and Developed by C-DAC, ACTS, Pune

PARDEZ