

(RUPEES TEN LAKHS ONLY.)

Citizencredit co-operative Bank Ltd.
Mapusa Branch,
Shop No.G - 1,Ground Floor,Block D - 1,
Boshan Homes,
Mapusa, Goa - 483 587
D - 5 / STP(V) / C.R. / 35 / 1 / 2013 - RD



भारत
STAMP DUTY
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Rs. ≈ 1000000 ≈
365430
INDIA

GOA
NON JUDICIAL
12. 2 . 2019
GOA
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1896 6525358

For CITIZENCREDIT™
CO-OP BANK LTD

dear
Authorised Signatory

Name of Purchaser VIANAR HERITAGE DEVELOPMENT PVT. LTD

(RUPEES EIGHT LAKHS ONLY.)

Citizencredit co-operative Bank Ltd.
Mapusa Branch,
Shop No.G - 1,Ground Floor,Block D - 1,
Boshan Homes,
Mapusa, Goa - 483 587
D - 5 / STP(V) / C.R. / 35 / 1 / 2013 - RD



भारत
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Rs. ≈ 0800000 ≈
365430
INDIA

GOA
NON JUDICIAL
12. 2 . 2019
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1897 7933217

For CITIZENCREDIT™
CO-OP BANK LTD

dear
Authorised Signatory

Name of Purchaser VIANAR HERITAGE DEVELOPMENT PVT. LTD



2019-BR2-2019
13/02/2019

DEED OF SALE

THIS DEED OF SALE is made at Mapusa, Taluka, Bardez -
Goa, on this Thirteenth day of the month of February of
the year Two Thousand and Nineteen. **(13/02/2019)**

BETWEEN

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1. **MR. KAVINASH K. HARMALKAR**, son of Mr. Krishna Harmalkar, aged 46 years, married, businessman, Indian National, having PAN Card No. [REDACTED] and AADHAR Card No. [REDACTED] and his wife,
2. **MRS. SANGEETA KAVINASH HARMALKAR**, wife of Mr. Kavinash K. Harmalkar, aged 39 years, Housewife, married, Indian National, having PAN Card No. [REDACTED] and AADHAR Card No. [REDACTED] and, both residents of House No. 56/3, Near Hotel Spice Goa, Karaswada, Mapusa, Bardez, Goa, represented herein through duly constituted Power of Attorney Holder **MR. KAVINASH K. HARMALKAR**, son of Mr. Krishna Harmalkar, 46 years of age, Indian National, having PAN No. [REDACTED] resident House No. 56/3, Near Hotel Spice Goa, Karaswada, Mapusa, Bardez, Goa, vide Power of Attorney dated 01/02/2019, duly notarized before the Notary Public Yikesh Harmalkar, bearing Registration No. 425/19 at Goa,
3. **MR. RAJESH MANOHAR PARAB**, son of Mr. Manohar Parab, aged 44 years, married, businessman, Indian National, having PAN Card No. [REDACTED] and AADHAR Card No. [REDACTED] and his wife,
4. **MRS. UJWALA RAJESH PARAB**, wife of Mr. Rajesh Manohar Parab, aged 40 years, Housewife, married, Indian



National, having PAN Card No. [REDACTED] and AADHAR Card No. [REDACTED] both residents of House No. 53, Bastora, Bardez, Goa, hereinafter referred to as the **VENDORS** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, legal representatives, executors, administrator and assigns) of the **FIRST PART**.

AND



VIANAAR HERITAGE DEVELOPMENT PVT LTD., a company incorporated under the Indian Companies Act, PAN Card no. [REDACTED], having their Registration office at 97-B, GF Manak Shaw Road, Anupam Garden, Sainik Farms, New Delhi 110068, represented by its Director **MR. AKSHAY CHAUDHRY** son of Lt. Col. Ajay Chaudhry, 34 years of age, Holder of PAN Card no. [REDACTED] Indian National, resident of E-47, Sector-39, Noida, U.P- 201301, hereinafter referred to as "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) vide Board of Directors resolution dated 11/02/2019, represented herein through duly constituted Power of Attorney Holder **MR. SAVIO MONTEIRO**, son of Fausto Monteiro, 28 years of age, Indian National, having PAN No. [REDACTED] resident Fetorim, Piedade, Divar, Goa, vide Power of

Savio Monteiro
[Signature]
[Signature]

[Signature]

Attorney dated 11/02/2019, duly notarized before the Notary Public Sanyogita, bearing Registration No. 7517 at Delhi, of the, **SECOND PART;**

WHEREAS there exist ALL THAT property known as "TALE" and "TOLLEM", admeasuring an area of **5500 sq. mts.**, presently surveyed under Survey No. **146/9** of Village of **Assagao**, within the limits of Village Panchayat of Assagao of the Taluka of Bardez, Sub District of North Goa in the State of Goa, having old cadastral Survey No. 687, not found to be described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenue Office of Bardez which property is more particularly described in **SCHEDULE I** hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the SAID PROPERTY originally belonged to Mr. Natividade Fernandes alias Jose Xavier de Natividade Fernandes and his wife, Mrs. Grasmilda Dometia Silveira e Fernandes alias Gragmila Fernandes.

AND WHEREAS the said Mr. Natividade Fernandes alias Jose Xavier de Natividade Fernandes and his wife, Mrs. Grasmilda Dometia Silveira e Fernandes alias Gragmila Fernandes both expired on 25/10/1970 and 15/01/1974 respectively leaving behind their following legal heirs.




(i) Mr. Avelino Fernandes alias Jose Avelino Joaquim Fernandes,

(ii) Jose Bento Fernandes married to Maria Expectacao Lucrecia Monteiro Fernandes

(iii) Ana Clara Ismenia Fernandes Nazare married to Lamartin Nazare.

(iv).Smt. Deolinda Fernandes Moraes married to Mr. Gelasio Moraes

(v).Ezilda Fernandes Silveira married to Caetano Antonio Silveira

vi. Jose Fausto Fernandes married to Margarete Fernandes alias Margarida Fernandes

AND WHEREAS vide Deed of Relinquishment dated 19/10/1978, the said Jose Bento Fernandes and his wife, Maria Expectacao Lucrecia Monteiro Fernandes and Ana Clara Ismenia Fernandes Nazare and her husband, Lamartin Nazare relinquished their rights in the estate left by their parents/parents-in-law.

AND WHEREAS upon the death of the said Natividade Fernandes alias Jose Xavier de Natividade Fernandes and Mrs. Grasmilda Dometia Silveira e Fernandes alias Gragmila Fernandes, Inventory Proceedings bearing No. 324/92/A were instituted before Civil Judge Senior Division



Handwritten signatures in blue ink: "Fernandes", "Paul", and "LCS".

Handwritten signature in blue ink: "Muniz".

at Mapusa and the said property was listed at ITEM NO. 31 in the Additional List of Assets.

AND WHEREAS vide Order dated 29/04/1995 passed in Inventory Proceedings bearing No. 324/92/A by Civil Judge Senior Division at Mapusa, the said property at Item No. 31 was allotted to Smt. Deolinda Fernandes Moraes and her husband, Mr. Gelasio Moraes.

AND WHEREAS vide Deed of Sale and Conveyance dated 06/05/2011 registered before Sub-Registrar of Mapusa, Bardez – Goa under Registration No. BRZ-BK1-02288-2011, CD No. BRZD170 dated 09/05/2011, the said Smt. Deolinda Fernandes Moraes alias Deolinda Moraes alias Deolinda Morais and her husband, Mr. Gelasio Moraes sold the SAID PROPERTY in favour of Mr. Gajanan Balkrishna Vernekar

AND WHEREAS vide Deed of Sale dated 11/02/2016 registered before Sub-Registrar of Mapusa, Bardez – Goa under Registration No. BRZ-BK1-00681-2016, CD No. BRZD777 dated 12/02/2016, the said Mr. Gajanan Balkrishna Vernekar along with his Wife, Mrs. Dhanashree Gajanan Vernekar sold the SAID PROPERTY in favour of Mr. Kavinash K. Harmalkar and Mr. Rajesh Manohar Parab.

AND WHEREAS the said Deed of Sale dated 11/02/2016 was duly rectified vide Deed of Rectification dated 15/02/2017


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registered before Sub-Registrar of Mapusa, Bardez – Goa under Registration No. BRZ-BK1-00625-2017, CD No. BRZD785 dated 03/03/2017 with respect to erroneous entry regarding consideration amount.

AND WHEREAS vide Deed of Sale dated 11/02/2016 read with Deed of Rectification dated 15/02/2017, the said Mr. Kavinash K. Harmalkar (Vendor No. 1 hereinabove) and Mr. Rajesh Manohar Parab (Vendor No. 3 hereinabove) became absolute owners in possession of the SAID PROPERTY.

AND WHEREAS the VENDORS have agreed with the PURCHASER for the absolute sale of the SAID PROPERTY and PURCHASER has agreed to purchase the SAID PROPERTY for the total consideration of **RS. 4,00,00,000/- (RUPEES FOUR CRORES ONLY)**.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of payment of **RS. 4,00,00,000/- (RUPEES FOUR CRORES ONLY)** which amount after deduction of TDS @ 1% equivalent to **RS. 4,00,00,000/- (RUPEES FOUR CRORES ONLY)** works out to **RS. 4,00,000/- (RUPEES FOUR LAKHS ONLY)**, is paid by the PURCHASER in the manner more particularly stipulated in the Schedule II hereunder, which receipt of entire consideration, the

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VENDORS do hereby admit and acknowledge, and do hereby convey and transfer by Deed of Sale in favour of PURCHASER all their right, title, interest, ownership and possession in the SAID PROPERTY which property is more particularly described in Schedule I hereunder written and which property is delineated in RED in the plan annexed hereto as **Annexure- I** together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PROPERTY belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto AND ALL ESTATE rights, title, interest, claim and demand of the VENDORS into or upon the SAID PROPERTY hereby conveyed to the PURCHASER and every part thereof to have unto and hold the same to the use of the PURCHASER together with title deeds, writings and other evidence of the title as originally pass on such sale.

2. That VENDORS do hereby assure the PURCHASER that the SAID PROPERTY hereby sold is free from any encumbrances whatsoever and VENDORS have absolute title and exclusive right to convey the SAID PROPERTY by way of Sale, and there are no impediments whatsoever against such disposition. The VENDORS covenant that the SAID PROPERTY is free from any restraint order or injunction order passed by any court of law, and is also free from any




adverse observation in any decree of any court. The VENDORS covenant that there is no litigation pending regarding the SAID PROPERTY and there is no claim by any third party against this property, on any account whatsoever, and that there is no dispute pending regarding this land. The VENDORS declare that they have not agreed to sell the SAID PROPERTY or any portion thereof to any other person/persons whomsoever and that they have not done anything whereby the SAID PROPERTY or any part thereof may be subject to any attachment or lien of any court or person whatsoever or mortgaged to any person/s and no litigation is pending in any court of law in respect of the SAID PROPERTY and it is not subject to any acquisition nor have the VENDORS received any notice or notification of the SAID PROPERTY. The VENDORS further declare that they are not aware of any proceedings, at any stage, pertaining to acquisition of the SAID PROPERTY by any authority or government department.

3. The possession of the SAID PROPERTY hereby sold by VENDORS has been handed over to PURCHASER today. PURCHASER shall be entitled to apply for mutation in the Record of Rights of the SAID PROPERTY to Schedule I hereunder written. The PURCHASER shall also be entitled to



apply for and transfer in his/their favour, the part hereby purchased in all other public records, village records, etc.

4. VENDORS covenant that in case any defect is found in the title of the VENDORS of the SAID PROPERTY hereby sold and/or in the present conveyance, then VENDORS do hereby agree and undertake to obtain necessary clearance and execute necessary deeds and papers at the request of PURCHASER and at the cost of the PURCHASER for more perfectly conveying the part sold unto PURCHASER.



5. That the VENDORS hereby assure the PURCHASER that there are no third party rights of whatsoever nature in respect of the SAID PROPERTY by way of easements, prescription and/or any other proprietary rights of whatsoever nature on account of long user and/or continuous possession and indemnifies the PURCHASER in case of any valid and legally subsisting claim, objections from any persons with regard to the same.

6. That VENDORS do hereby assure the PURCHASER that the SAID PROPERTY hereby sold is free from any encumbrances whatsoever and VENDORS have absolute title and exclusive right to convey the said part by way of sale.



7. That on the execution of this Deed of Sale, PURCHASER shall and may at all times hereinafter peacefully and quietly enter into and possess the SAID PROPERTY hereby sold without any hindrance, claim, interruption or demand whatsoever from the VENDORS or from any person claiming through or under them.

8. That VENDORS shall at all times hereinafter indemnify and keep indemnified the PURCHASER and his transferees against any loss, damages, costs, charges, expenses, if any, suffered by reason of defect of title in the SAID PROPERTY or any breach of the covenants or any valid and legally subsisting claim by any other legal heirs and/or claimant.

9. The VENDORS and the PURCHASER hereby declare that the SAID PROPERTY in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

10. Price paid corresponds to the market value the SAID PROPERTY and accordingly stamp duty of **Rs. 18,00,000/- (Rupees Eighteen Lakhs Only)** has been affixed herewith.



SCHEDULE - I


ALL THAT property known as "TALE" and "TOLLEM", admeasuring an area of **5500 sq. mts.**, presently surveyed under Survey No. **146/9** of Village of **Assagao**, within the limits of Village Panchayat of Assagao of the Taluka of Bardez, Sub District of North Goa in the State of Goa, having old cadastral Survey No. 687, not found to be described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenue Office of Bardez and bounded as under:-

East :-By the water drain;

Wes :-By Road;

North:-By the property bearing Survey No. 146/8 of Village Assagao;

South:-By the property bearing Survey No. 148/14 and 146/10 of Village Assagao;



[Signature]

[Signature]

[Signature]

[Signature]

SCHEDULE II
(CONSIDERATION)

Total consideration Rs.4,00,00,000/- (Four Crores)

Payable to Vendor 1 and 2	20000000	Payable Vendor to 3 and 4	20000000
Advance paid	3000000	Advance paid	3000000
Balance payable	17000000	Balance payable	17000000
TDS deducted @ 1%	200000	TDS deducted @ 1%	200000
Net Paid on execution of this Deed for Sale	16800000	Net Paid on execution of this Deed for Sale	16800000

- The Vendors 1 and 2 hereby admits and acknowledges receipt of entire consideration.
- The Vendors 3 and 4 hereby admits and acknowledges the receipt of entire consideration.

IN WITNESSES WHEREOF the parties hereto have signed this Deed of Sale, the date, month and the year first hereinabove written

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Harmalkar

Harmalkar

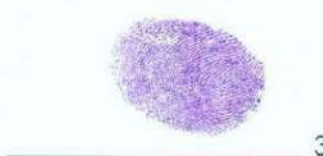
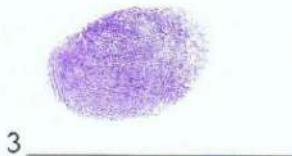
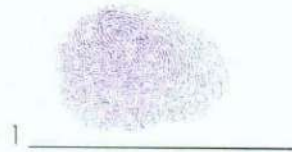


SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED VENDOR No. 1
MR. KAVINASH K. HARMALKAR for self and VENDOR No. 2
MRS. SANGEETA KAVINASH HARMALKAR through her lawful POA
Holder.



Left Hand Finger Impressions

Right Hand Finger Impressions



Harmalkar

POA

POA

Harmalkar

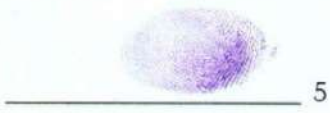


SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDOR No.3
MR. RAJESH MANOHAR PARAB



Left Hand Finger Impressions

Right Hand Finger Impressions



CS

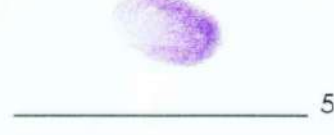
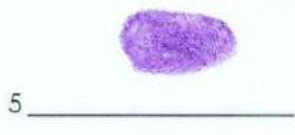
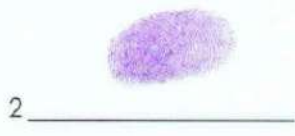
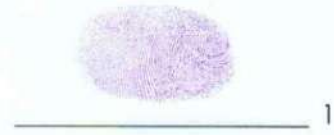


SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDOR No.4.
MRS. UJWALA RAJESH PARAB



Left Hand Finger Impressions

Right Hand Finger Impressions



Signature *CS* *CS*

Signature



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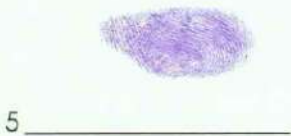
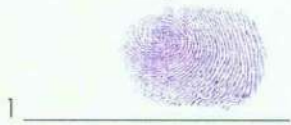
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SEAL OF THE SUB REGISTRAR

SIGNED AND DELIVERED by the within named PURCHASER
VIANAAR HERITAGE DEVELOPMENT PVT LTD Represented by its
Managing Director- **MR. AKSHAY CHAUDHRY** through his POA holder
Mr. SAVIO MONTEIRO of the Second Part.



Left Hand Finger Impressions

Right Hand Finger Impressions



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WITNESSES:

1. Name: PEARLAIN KIM D'OSTA

Father's Name: DUNSTAN D'OSTA

Age: 26 years

Residential Add.: H.No- 38/B POLKVADE BETALBATIM SALLETTE GOA

Signature: 

2. Name: Durgesh-V-Tincikar

Father's Name: Vijay Tincikar

Age: 21 years

Residential Add.: H.No: -50 Shri Shailan Niwas Khorlim
MAPUSA-GOA.Signature: 

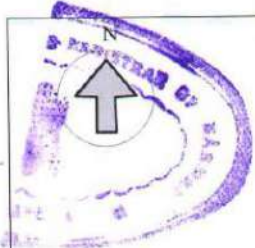






GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI-GOA

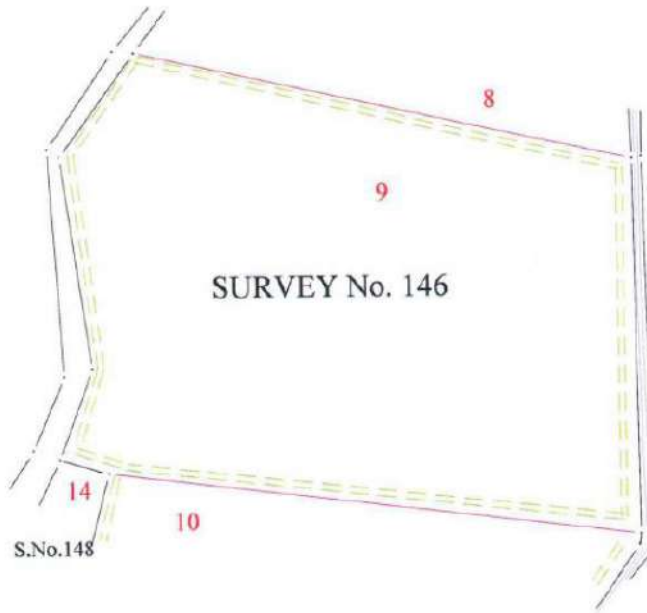
Inward No.: 86



Plan Showing plots situated at
Village : ASSAGAO
Taluka : BARDEZ
Survey No./Subdivision No. : 146/ 9
Scale : 1:1000

V. Kambli

Smt. Vinita V. Kambli
Asst. Survey & Settlement Officer
Panaji-Goa



S. Narvekar

Generated By : Swetal V. Narvekar (F.S)
On : 03-01-2019

D. Tamoskar
03/01/2019

Compared By: Dilip Tamoskar (D'Man Gr. I)

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Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 13-Feb-2019 12:02:47 pm

Document Serial Number :- 2019-BRZ-392




Presented at 11:02:42 am on 13-Feb-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	1800000
2	Registration Fee	1400000
3	Mutation Fees	2500
4	Processing Fee	660
Total		3203160




Stamp Duty Required :1800000













Stamp Duty Paid : 1800000

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	KAVINASH K HARMALKAR ,S/o - D/o Krishna Harmalkar Age: 46, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - House No. 56-3, Near Hotel Spice Goa, Karaswada, Mapusa, Bardez, Goa, Address2 - , PAN No.: [REDACTED]			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	KAVINASH K HARMALKAR ,S/o - D/o Krishna Harmalkar Age: 46, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - House No. 56-3, Near Hotel Spice Goa, Karaswada, Mapusa, Bardez, Goa, Address2 - , PAN No.: [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	RAJESH MANOHAR PARAB ,S/o - D/o Manohar Parab Age: 44, Marital Status: Married , Gender: Male, Occupation: Business, Address1 - House No. 53, Bastora, Bardez, Goa, Address2 - , PAN No.: ██████████			
3	UJWALA RAJESH PARAB ,S/o - D/o EKNATH PANDURANG KAMBLI Age: 40, Marital Status: Married , Gender: Male, Occupation: Advocate, Address1 - House No. 53, Bastora, Bardez, Address2 - , PAN No.: ██████████			
4	Kavinash Krishna Harmalkar ,S/o - D/o Krishna Harmalkar Age: 46, Marital Status: , Gender: Male, Occupation: Advocate, Address1 - House No. 56-3, Near Hotel Spice Goa, Karaswada, Mapusa, Bardez, Goa, Address2 - , PAN No.: ██████████			
5	SAVIO MONTERIO ,S/o - D/o FAUSTO MONTERIO Age: 28, Marital Status: , Gender: Male, Occupation: Advocate, Address1 - 429 FETORIM PEIDADE DIWAR ILHAS GOA, Address2 - , PAN No.: ██████████			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, POA Holder.

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Pearlann Dcosta , 26 ,1992-09-16 ,9823195247 ,pearlann.dcosta@vianaar.com ,Advocate , Marital status : Unmarried 403708, H.no 38/B Betalbatim Pockvaddo Salcette Goa, H.no 38/B Betalbatim Pockvaddo Salcette Goa Betalbatim, Salcete, SouthGoa, Goa			
2	Durgesh Tineikar , 21 , ,8669610536 , ,Service , Marital status : Married 403507, 40, 40, Shilam Nivas, Corlim Mapusa, Bardez, NorthGoa, Goa			

Sub Registrar

**SUB-REGISTRAR**
BARDEZ

Document Serial No:-2019-BRZ-392

Book :- 1 Document
Registration Number :- **BRZ-1-373-2019**
Date : 13-Feb-2019

**SUB-REGISTRAR
BARDEZ**

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)



Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Bardez
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 13-Feb-2019 12:12:14

Date of Receipt: 13-Feb-2019

Receipt No : 2018-19/9/397

Serial No. of the Document : 2019-BRZ-392

Nature of, Document : **Conveyance - 22**

Received the following amounts from **KAVINASH K HARMALKAR** for Registration of above Document in Book-1 for the year 2019

Registration Fee	1400000	E-Challan	• Challan Number : 201900175771 • CIN Number : CPN3134812	1400000
Processing Fee	660	E-Challan	• Challan Number : 201900175771 • CIN Number : CPN3134812	660
Total Paid	1400660 (Rupees Fourteen Lakhs Six Hundred And Sixty only)			


Probable date of issue of Registered Document: / /

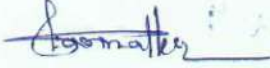

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL

Please handover the Registered Document to the person named below

Name of the Person Authorized : **Durgesh Tirikan**


Specimen Signature of the Person Authorized


Signature of the Presenter

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **13-Feb-2019**

Signature of the person receiving the Document

Signature of the Sub-Registrar