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28 OCT 2013

Value of stamp Rs. 100/- (RUPEES ONE HUNDRED)
RAMESH.H. RANE
RAMESH.H. RANE

DEED OF TRANSFER

THIS INSTRUMENT is made on this 1st day of November 2013.

BY & BETWEEN

1. MRS. RAMEEZA AZIZ, Wife of Nadukandi Purayil Aziz, 65 years in age, housewife, with Permanent Account Number - AWSPM3110H, and registered member of the JNC Vieira Nagar Co-operative Housing Society Ltd., Chicolna, Bogmalo, Goa, bearing registration code symbol no. HSG-(a)-20/SouthGoa/89, and MR. NADUKANDI P AZIZ, S/o Moosa Nadukandi Purayil Aziz, 67 years in age, business,

...2/-

[Handwritten signatures and marks]

with Permanent Account Number – AHYPN9467F, both residents of Flat No. 601/602, 6th Floor, Anand Towers, Airport Road, Chicalim, Goa, hereinafter collectively referred to as **"THE TRANSFERORS"** (which expression shall unless repugnant to the meaning and context thereof shall mean and include their heirs, successors, executors and assigns and legal representatives) of the **"FIRST PART"**;

AND

1. **MR. BHUPESH RANE**, S/o Ramesh Rane, 37 years in age, business, with Permanent Account Number AEIPR7853Q, resident of H. No. 59, Church Road, Near Candelaria High School, Baina, Vasco-da-Gama, Goa, hereinafter for the sake of brevity referred to as **"THE TRANSFEREE"**, (which expression shall unless repugnant to the meaning and context thereof shall mean and include his heirs, successors, executors and assigns and legal representatives) of the **"SECOND PART"**

AND

2. **THE JNC VIEIRA NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED** (Erstwhile the Goa port and Dock Employees Co-op. Hsg. Society Ltd.,) registered under the Maharashtra Co-operative Societies Act, 1960 as made applicable to the state of Goa, (now repealed and replaced by the Goa Co-operative Societies Act 2001 on 26.01.2008) under Registered code symbol no. Hsg(a)/20/South – Goa/89 dated 24.12.1989 and having its registered address at Chicolna, Bogmalo, Goa, hereinafter to called as **"THE CONFIRMING PARTY"**, (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and/or legal representatives in title and assigns including the said JNC Vieira Nagar Co-op Housing Society Ltd). **"THE CONFIRMING PARTY"**, is represented herein by its Vice –Chairman Mr. Jose Maria Silveira, son of Mr. Inacio L. Silveira, 42 years in age, married, service and resident of Bogmalo, Goa of the **"THIRD PART"**.

...3/-

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3. The Individuals intervening in this **Instrument** are all Indian Nationals. Although Madukandi P. Aziz is not a associate member of the Society to his wife **MRS. RAMEEZA AZIZ**, he has been considered as one of the parties for this instrument, being legitimate husband of **MRS. RAMEEZA AZIZ**.

4. **WHEREAS**, the **JNC VIEIRA NAGAR CO-OPERATIVE HOUSING SOCIETY LTD.**, Chicolna, Bogmalo, Goa by virtue of "**DEED OF CONVEYANCE**", Dated 05.12.1991 is a owner of the property known as "**UDDO**", situated at Chicolna, Bogmalo, Goa with in the limits of the Village Panchayat of Chicolna, Taluka and Sub-District of Mormugao, South Goa District, State of Goa bearing Matriz no. 77, at the Revenue office of Mormugao Taluka at Vasco da Gama and described at the Land Registration Office (Conservatoria dos Registos Predeais da Camorca) of Salcete at Margao under no. 2648 of Book B-12 of Old series and surveyed under survey no. 4 sub- division 2 and survey no. 7 sub- division 2 of the village of Chicolna, Mormugao Taluka which is more specifically described in the Schedule - I hereunder written:-

5. AND WHEREAS, the party at serial no. 1, of the "FIRST PART", **MRS. RAMEEZA AZIZ**, is a registered member of the INC Vieira Nagar Co-op. Hsg. Society Ltd., Chicolna, Goa (Erstwhile the Goa Port and Dock Employee Co-op. Hs. Society Ltd - Chicolna, Bogmalo - Goa) the holder of Share certificate no. 251 consisting of five shares of Rs. 50/- each numbering 0828 to 0832 (both inclusive) and also the allottee and in absolute possession of all that sub divided and distinct plot indentified as plot no. 39 admeasuring an area of 564.25 Sq. mtrs., (Second Phase) in the JNC Vieira Nagar Co-operative Housing Society Ltd., Chicolna, Bogmalo, Goa (hereinafter to be referred as "**THE SAID PLOT**"), which is more particularly described under schedule - II hereunder written.

   ...4/- 

6. AND WHEREAS, "THE TRANSFEROR", at sr. no. 1 is the sole and absolute owner of "**THE SAID PLOT**" and has got clear and marketable title thereto free from all encumbrances, charges, claims and demands of any nature whatsoever and that "**THE TRANSFEROR**", at sr. no. 1 has not done any act, deed, matter or thing whereby she is prevented from entering into this transaction on the various terms and conditions stated herein in favour of "**THE TRANSFEREE**".
7. **AND WHEREAS**, "THE TRANSFEROR", at serial no. 1, has not agreed to sell, transfer, alienate or encumber "**THE SAID PLOT**" and or any part thereof and has not entered into any agreement orally or in writing to sell, transfer, alienate or encumber "**THE SAID PLOT**" and or part thereof to or in favour of any other person whomsoever.
8. AND WHEREAS, there are no outstanding mortgages, liens and notices for acquisition in respect of "**THE SAID PLOT**".
9. **AND WHEREAS**, "**THE SAID PLOT**" is not subject matter of any pending suit or attachment before or after judgment of any court of law or authority for recovery of any debt, decreed amount, Income Wealth Tax, Gift Tax or any other amount by way of taxes and/or penalties thereon.
10. AND WHEREAS, there do not subsist any other injunction or appointment of Court Receiver on the Said plot or any part thereof issued by court of Law or other Authority.
11. AND WHEREAS, "**THE SAID PLOT**", is free from encumbrances of any nature whatsoever and the same is not attached either before or after the judgment or at the instance of taxation authority or any other authorities, and "**THE TRANSFEROR**", has not given any undertaking to



the taxation authorities so as not to deal with or, dispose of right, title and interest in **"THE SAID PLOT"** and that **"THE TRANSFEROR"**, at serial no. 1, has full and absolute power to deal with the same.

12. AND WHEREAS, there are no attachments or prohibitory order issued by the competent authority or Court or any government or semi government authority or bank prohibiting from dealing with or selling or transferring **"THE SAID PLOT"**, contemplated under these presents.

13. AND WHEREAS, there are no claims in respect of **"THE SAID PLOT"**, from any person or persons or authority pertaining to any period prior to the transfer of **"THE SAID PLOT"** to and in the name of **"THE TRANSFEREE"**, in the books/records of the society, **"THE TRANSFERORS"**, hereby agrees to indemnify and keep indemnifies **"THE TRANSFEREE"**, against all or any such claims.

14. AND WHEREAS, **"THE TRANSFEROR"**, at Serial No - 1 shall sell and **"THE TRANSFEREE"** shall purchase **"THE SAID PLOT"** No. 39, admeasuring 564.25 sq. mtr., on the property of the society known as "UDDO", situated at Chicolna Bogmalo, Goa under survey No. 4/2, of Chicolna Village, Mormugao Taluka at the lumpsum price of Rs. 32,00,000/- (Rupees Thirty Two Lakhs Only).

15. AND WHEREAS, **"THE TRANSFEROR"**, at Serial No - 1 hereby state and declare that **"THE SAID PLOT"**, is free from all encumbrances and liabilities and if any, the same will be cleared by **"THE TRANSFEROR"**, at Serial No - 1, at her own cost on the date of handing over possession of **"THE SAID PLOT"**, to **"THE TRANSFEREE"**, after receiving full and final consideration. **"THE TRANSFEROR"** at serial no. 1, has paid all the charges payable by her to the authorities and society as well, till the date of handing over possession of **"THE SAID PLOT"**. **"THE TRANSFEREE"**, will

Paula

[Signature]

[Signature]

[Signature]

....6/-

have to pay all the dues, charges, fees, taxes, maintenance charges etc. against "THE SAID PLOT", from the date of taking possession of "THE SAID PLOT", and "THE TRANSFERROR", shall not be responsible to meet the same from the date of such possession.

16. WHEREAS, "THE TRANSFERRORS", have got all the rights, title and interest to sell, transfer and convey "THE SAID PLOT", as the same is their exclusive property and no other person or persons have got any right, title or interest or claim of whatsoever nature into and upon "THE SAID PLOT".

17. AND WHEREAS, "THE TRANSFERRORS", at Sr. No. 1, hereby agree and undertake to get transferred "THE SAID PLOT", in favour of 'THE TRANSFEREE', herein with relevant records such as Share Certificate and letter of Allotment of plot no. 39 at the level of the society and for the purpose, "THE TRANSFERRORS", at serial No - 1 herein agree and undertake to sign and execute and/or get signed and executed all such necessary applications, forms, deeds, matters, and things as may be necessary at any time in future, but at the cost of "THE TRANSFEREE", herein.

18. AND WHEREAS, "THE TRANSFEREE", hereby declares that all the Rules, Regulations in force and bye - Laws of the Society will be observed by "THE TRANSFEREE".

19. AND WHEREAS, "THE TRANSFEREE", hereby declares that he has taken inspection of "THE SAID PLOT", in all respects and found it in order.

20. AND WHEREAS, "THE TRANSFERRORS", at Serial No - 1, hereby agree to sign the various forms as per provisions of the various acts and co-operate "THE TRANSFEREE", for completing all the formalities connection with the said matters.

The bottom of the page features several handwritten signatures and stamps. On the left, there is a signature that appears to be 'Prakash'. To its right is a circular stamp with the word 'WITNESSED' inside. Further right is another signature, and on the far right is a large, stylized signature or stamp that includes the number '71'.

21. AND WHEREAS, "THE TRANSFEROR" at serial No - 1 has to deliver to "THE TRANSFEREE", all original documents relating to purchase of "THE SAID PLOT", which are in possession of "TRANSFEROR", at Serial No - 1 and application duly signed by "THE TRANSFEROR", at Serial No - 1, for transfer of "THE SAID PLOT", in favour of "THE TRANSFEREE".

22. AND WHEREAS, "THE TRANSFEROR", at Serial No - 1, undertake to deliver peaceful possession of "THE SAID PLOT", to the TRANSFEREE", only on receipt of full and final consideration amount, in view of the fact that the final payment of the sale consideration has to be received from "THE TRANSFEREE" on 20.02.2014.

23. AND WHEREAS, in view of above, "THE TRANSFEROR", at Serial No -1 has decided to sell all her rights, titles, interest and benefits in "THE SAID PLOT", to "THE TRANSFEREE", MR. BHUPESH RAMESH RANE, and accordingly vide letter dated 10.10.2013 had applied for N.O.C. from the society and society vide its letter no. JNCVNCHSL/TRNOC/10/2013-14 dated 25.10.2013 granted permission to "THE TRANSFEROR", at Sr. no. 1 and "THE TRANSFEREE", also agreed to get transferred shares and purchase "THE SAID PLOT", as per the terms and conditions mutually agreed and accepted upon by and between the parties hereto:

NOW THEREFORE THIS DEED OF TRANSFER WITNESSETH AS UNDER:

That in consideration a total sum of Rs. 32,00,000/- (Rupees Thirty Two Lakhs Only) paid by MR. BHUPESH RAMESH RANE to the "THE TRANSFEROR", at serial no 1 as per following details:-

Sr. No.	Date	Cheque	Amount in Rs.	Name of Bank	Branch
1.	26.10.2013	000013	1,00,000/-	Bank of Baroda	Vasco
2.	01.11.2013	000015	26,00,000/-	Bank of Baroda	Vasco
3.	20.02.2014	000016	5,00,000/-	Bank of Baroda	Vasco

Ramesh   

The said MRS. RAMEEZA AZIZ (The Transferor at sr. no. 1) hereby transfer to the said MR. BHUPESH RAMESH RANE (The Transferee), his executors, administrators and assigns, the five fully paid up shares of Rs. 50/- (Rupees Fifty Only) bearing numbers 0828 to 0832 (both inclusive) entered in the share certificate number 251 standing in the name of "THE TRANSFEROR", at sr. no. 1, this day in the books of the JNC VIEIRA NAGAR CO- OP. HOUSING SOCIETY LTD., a Society duly registered under registration No. HSG-(a)-20/South-Goa/89, with its registered address at Chicolna, Bogmalo, Mormugao, Goa and her following interest in the property of the Society Viz. **"THE SAID PLOT"**, admeasuring an area of 564.25 sq. mtrs (Second Phase) on the property of the **JNC VIEIRA NAGAR CO-OP. HOUSING SOCIETY LTD.** And an amount standing to the credit of **"THE TRANSFEROR"**, at serial no. 1, this day in the books of the society towards maintenance fund to which **"THE TRANSFEROR"**, at serial no. 1, is legitimately entitled or towards liability of the Society being the member of the Society.



Further **"THE TRANSFERORS"**, MRS. RAMEEZA AZIZ and MR. NADUKANDI P AZIZ, hereby declare that none else except themselves have any claim or charge upon **"THE SAID PLOT"** No - 39 (Second Phase) and that **"THE TRANSFERORS"**, hold themselves fully responsible for the same and **"THE TRANSFEREE"**, MR. BHUPESH RAMESH RANE, accept to hold the said Shares/amount in credit and **"THE SAID PLOT"**, allotted by the Society to **"THE TRANSFEROR"**, at Sr. no. 1 MRS. RAMEEZA AZIZ, in present condition subject to the right existing at present and the liabilities to be discharged in future as per bye - laws of the society.

All the dues of the Society in respect of **"THE SAID PLOT"** have been fully paid on this 01st day of November 2013.

....9/-

[Handwritten signatures and initials]

SCHEDULE - I

All the parcel of land denominated as "**UDDO**" situated at Chicolna within the limits or the Village/ Panchayat of Chicolna, Bogmalo, Taluka of Mormugao, District of South Goa, of state of Goa admeasuring 1, 23, 150 square metres, registered in the Registration office of Salcete under No. 2648 of Book B-12 of Old Series enrolled in the Taluka Revenue Office under Matriz no. 77 bearing survey no 4, Sub Division 2 and Survey No. 7, sub division no. 2 of Chicolna Village, Mormugao Taluka and bounded as follows :-

On the North	: By the land of it's running water.
On the South	: By the Public Rivulet and Palmar Uddo of the heirs of Antonio Caetano Pereira of Velcao.
On the East	: By the Land of it's running waters.
On the West	: By Palmar Uddo of Fernandes Hermeningildo Paixao de Araujo of Vaddem.

SCHEDULE - I (a):

All that part of the property referred in Schedule I hereinabove written admeasuring 61200 sq.m, surveyed under survey no 7 Sub - Division 2, of Chicolna Village of Mormugao Taluka bounded as follows :-

On the North	: By the land of it's running water presently surveyed under survey no. 6 of Chicolna Village.
On the South	: By the Public Rivulet and Palmar Uddo of the heirs of Antonio Caetano Pereira of Velsao, presently surveyed under survey no. 8 (part) and survey no. 25 (part) of Chicolna Village.

...10/-

Priscilla *[Signature]* *[Signature]* *[Signature]*

- On the East : By the road which separates the Eastern part of the property referred to in Schedule I above an surveyed no. 4/2 of Chicolna Village.
- On the West : By Palmar Uddo of Fernandes Hermeninguildo Paixao do Araujo of Vaddem, Presently surveyed under survey no. 26 (part) of Chicolna village.

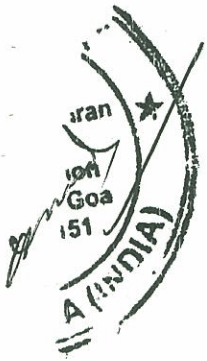
SCHEDULE – II

ALL THAT sub-divided distinct plot identified under plot no. 39 (Second Phase) admeasuring an area of 564.25 square meters in the (Second Phase) of "The JNC Vieira Nagar Co-operative Housing Society Ltd., (erstwhile "The Goa Port & Dock Employees Co-op. Housing Society Ltd") Chicolna, Bogmalo, Goa and holding Five (05 nos.) shares of Rs. 50/- each, under Register Folio No. 185, certificate no. 251 with share numbered 0828 to 0823, the plot better shown delineated in red boundary line in annexed hereto and aforesaid plot is bounded as follows :

- On the North : Plot no. 40 of the same property
- On the South : Plot no. 32 of the same property
- On the East : By 6 mtrs wide road
- On the West : By 15 mtrs wide road

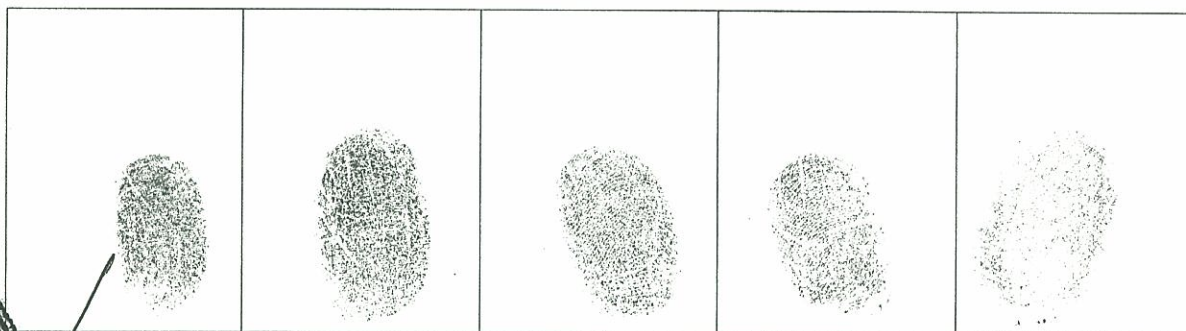
In witness whereof we have hereunto set our hands, Singed on this the 1st day of the month November 2013 at Vasco-da-Gama, Goa.

 ...11/-

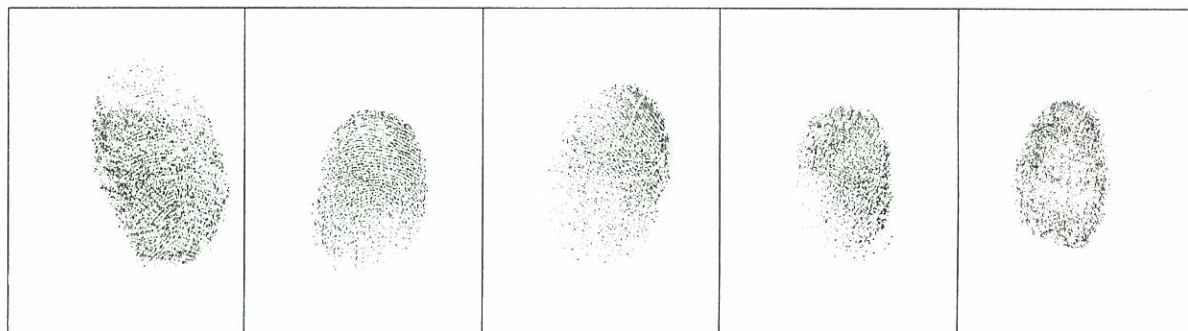


MRS. RAMEEZA AZIZ

POWELL



Left hand fingers impression of **MRS. RAMEEZA AZIZ**



Right hand fingers impression of **MRS. RAMEEZA AZIZ**

perish

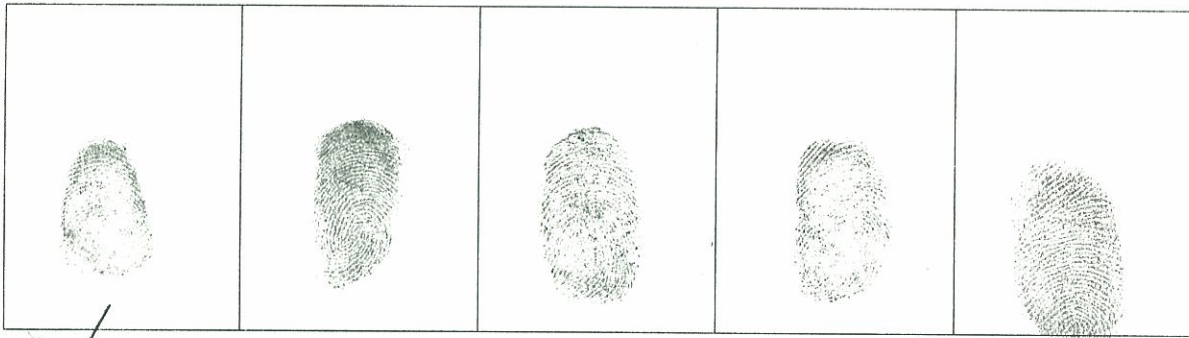
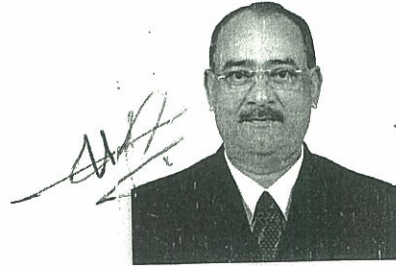
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12/-

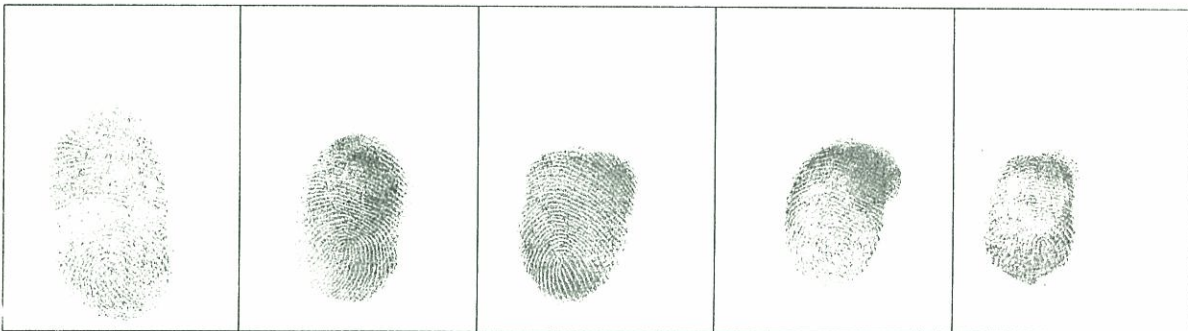
Signed, Sealed & Delivered by within named

THE TRANSFEROR

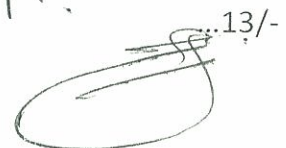
MR. NADUKANDI P. AZIZ



Left hand fingers impression of **MR. NADUKANDI P. AZIZ**



Right hand fingers impression of **MR. NADUKANDI P. AZIZ**

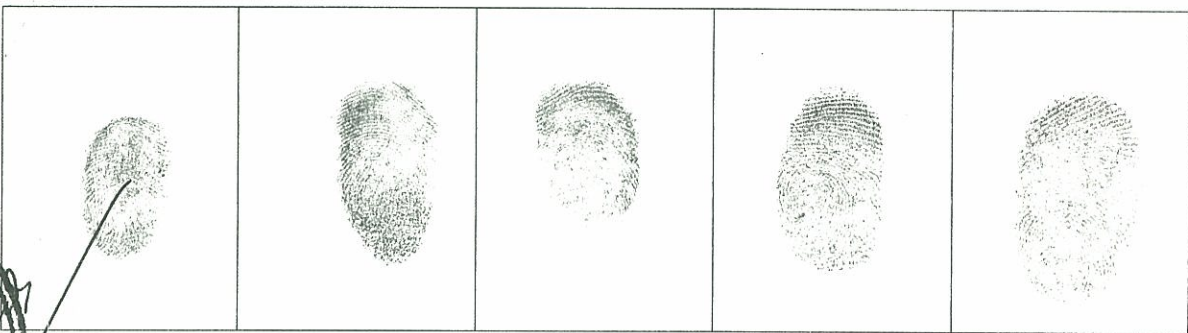


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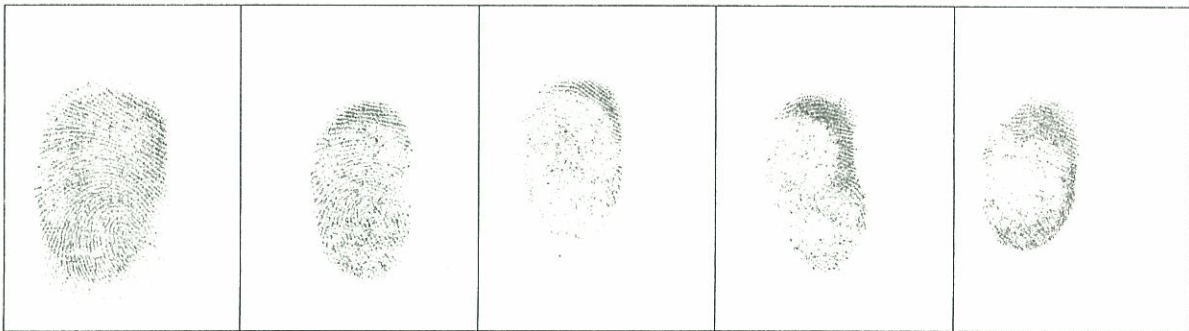
Signed, Sealed & Delivered by within named

THE TRANSFEREE

MR. BHUPESH RANE



Left hand fingers impression of **MR. BHUPESH RANE**



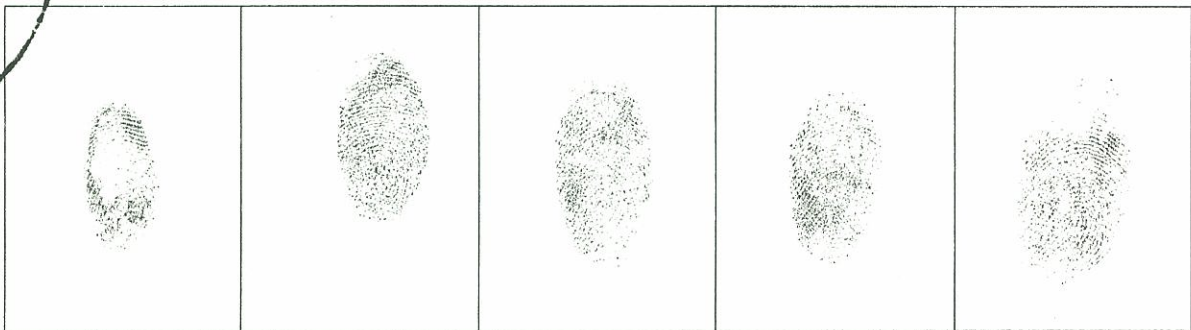
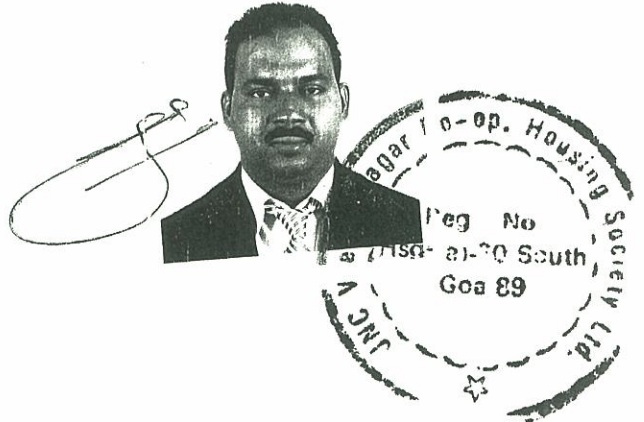
Right hand fingers impression of **MR. BHUPESH RANE**

....14/-

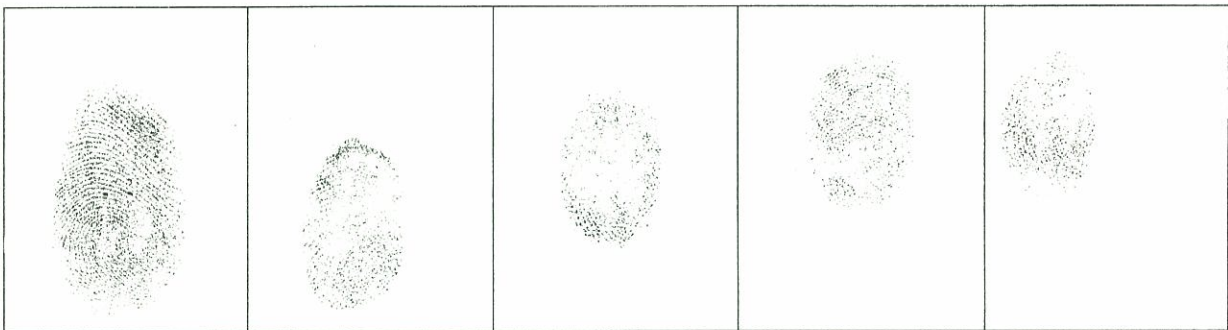
Signed, Sealed & Delivered by withinnamed

THE CONFIRMING PARTY

MR. JOSE MARIA SILVEIRA





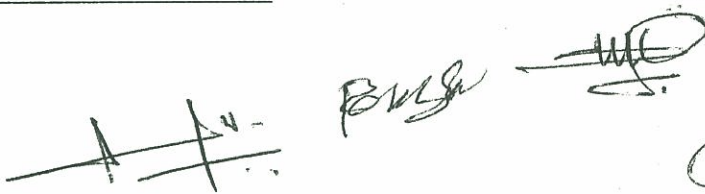
Left hand fingers impression of **MR. JOSE MARIA SILVEIRA**



Right hand fingers impression of **MR. JOSE MARIA SILVEIRA**

In the presence of witnesses

1. Tarvi Bagkar 
2. Sameer Shroder 



Reg No: 9094
01/11/2013

Executed before me
which I attest

T. T. Shreedharan
Advocate & Notary Public (Reg. No. 151)
Keerathalem,
Baina, Vasco-da-Gama,
OFFICE : 23, Karma Point,
Vasco-da-Gama, Goa.