

CITIZEN CREDIT™  
CO-OP BANK LTD

*(Signature)*  
Authorised Signatory

(Rupees Two Lakhs Only)

Citizen credit co-operative Bank Ltd.  
Mapusa Branch,  
Shop No. C-1, Ground Floor (Block D-1),  
Bachchan Towers,  
Mapusa, Goa - 403 501



भारत  
STAMP DUTY  
₹ 0000

GOA  
NON JUDICIAL

Rs. 02000000 - 7. 9. 2018

365430

GOA

D-51 STAMP JICA, P. NO. 11/2013 - RD INDIA \*\*2010-2011-2012-2013-2014-2015-2016-2017-2018\*\*

8066089 7120

Name of Purchaser ARUN MALHOTRA



## DEED OF SALE

*(Signatures)*

This Deed of Sale is made at Mapusa, Bardez- Goa, on this 10<sup>th</sup> day of September, 2018.

**BETWEEN**

1. SH. SUMIT MALUJA, Alias SUMIT KUMAR MALUJA, AGED 41 years, s/o Sh. Subhash Chander Maluja; married, Business Man, holding PAN Card no. [REDACTED], Adhar Card No. [REDACTED], having mobile no. [REDACTED], residing at B-65, Chanakya Place, Part-1, Uttam Nagar, New Delhi-110059; and
2. SH. SUMAN MALUJA, Alias SUMAN KUMAR MALUJA, AGED 46 years/o Sh. S.C Maluja, married, Business Man, holding PAN Card no. [REDACTED], Adhar Card No. [REDACTED], having mobile no. [REDACTED], residing at House No. 303, Arunodaya Apartments, Near mamta Modern School, Vikas Puri, West Delhi, Delhi-110018; hereinafter jointly and collectively called the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective Legal heirs, Successors, legal representatives, executors, administrators and/or assigns), being the Party of the **FIRST PART**

**AND/IN FAVOUR OF**

1. SH. ARUN MALHOTRA, AGED 34 YEARS, s/o Sh. Praveen Malhotra; married, Business man, holding PAN Card no. [REDACTED], Adhar Card No. [REDACTED]; Email ID: md.smexports@gmail.com Mobile No [REDACTED], residing at House No. 14, Lane no. 42, West Punjabi Bagh, West Delhi, New Delhi-110026, hereinafter called the "PURCHASER/VENDEE" (which expression shall unless repugnant to the context or meaning thereof include his Legal heirs, executors, administrators, successors, and legal representatives and assigns) being Party of the **SECOND PART.**

*[Handwritten signatures]*

**WHEREAS THERE EXISTS:-**

All that Plot known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, Goa, within the limits of Village Panchayat of Calangute, admeasuring 1025 square meters, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12, hereinafter referred to as the "SAID PLOT", more fully described in SCHEDULE - I.



**AND WHEREAS** the Said Plot originally belonged to Mr. Stancy Fernandes and his brother Mr. Nicholas Fernandes and the name of Mr Stancy Fernandes was entered in the handwritten form I and XIV.

**AND WHEREAS**, by a deed of Partition, between the two brothers, the Said Plot came to be allotted to said Mr. Nicholas Fernandes.

**AND WHEREAS**, Mr Nicholas Fernandes expired leaving behind his 3 children as legal heirs:-

- I. Son:-Mr Edward Fernandes;
- II. Son:-Mr. Joseph Fernandes married to Mrs. Maria Fernandes;
- III. Son:-Mr. Carlos Fernandes.

**AND WHEREAS**, the above said legal heirs vide sale deed dated 09.07.1984, registered as document no.879, Book No. 1, Volume No. 216 at pages 337 to 344 dated 29.10.1982, registered in the office of Sub registrar Mapusa, Bardez, Goa, sold the Said Plot to Mr. Mervin alias Marvin Caridade Gomes. The name of said Mr. Mervin alias Marvin Caridade Gomes was included in Form I and XIV accordingly.


*[Handwritten signatures]*

AND WHEREAS, Mr. Mervin alias Marvin Caridade Gomes was married to Mrs. Jeanette Maria Gomes.

AND WHEREAS, Mr. Mervin alias Marvin Caridade Gomes and Mrs. Jeanette Maria Gomes had divided the Said Plot in 2 distinct parts, that is Plot A and Plot B, well demarcated at loco with internal roads. The said Plot A is measuring 525 square meters and the said Plot B is measuring 500 Square meters.

AND WHEREAS, the said Plot B measuring 500 Square meters out of the entire SAID PLOT was sold by Mr. Mervin alias Marvin Caridade Gomes and Mrs. Jeanette Maria Gomes to Mr. Sumit Maluja and Mr. Suman Maluja - the VENDORS herein vide sale deed dated 04.05.2012, registration no. BRZ-BK-1-02189-2012, CD number BRZD324, registered in the office of Sub registrar Mapusa, Bardez.

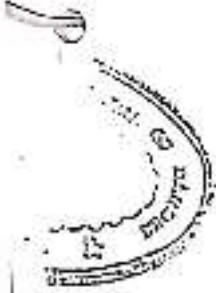
AND WHEREAS, the subject matter of this sale deed is All that Plot "B", admeasuring 500 m<sup>2</sup>, out of the entire Said Plot, known as "MUSSUNDI" totally admeasuring 1025 square meters, situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the Plot B measuring 500 m<sup>2</sup> out of the SAID PLOT shall hereinafter referred to as, the "SAID PROPERTY", more particularly described in Schedule-II hereunder.



*[Handwritten signatures]*

**WHEREAS** the VENDORS have represented to the PURCHASER that the VENDORS are the sole and absolute owner in possession of the SAID PROPERTY including the rights and benefits attached thereto and no one else has any right, title or interest in the SAID PROPERTY and the VENDORS are absolutely seized and possessed of and otherwise well and sufficiently entitled to the SAID PROPERTY.

**AND FURTHER WHEREAS** the VENDORS have further represented that:-

- 
- a. The VENDORS have all the rights to deal with or dispose the SAID PROPERTY or part of them and they do not require any consent, permission or No Objection Certificate from any third Party.
  - b. The VENDORS have not done, committed or omitted to do any acts, deeds, things, matter whereby or by any reason whereof the VENDORS are prevented or prohibited from dealing with, disposing of or transferring the Vendor's right, title and interest in respect of the SAID PROPERTY and/or part of them.
  - c. The SAID PROPERTY is not subject to any lien, mortgage, charge, encumbrances, liability, litigation, adverse claim or lispendens and prior to the execution hereof and that the VENDORS have not entered into any contract, agreement or any other arrangement creating right, title, interest or otherwise in respect of the SAID PROPERTY and/or any part of them.

*[Handwritten signatures]*

d. The SAID PROPERTY is not a subject matter of any pending litigation nor of any attachment, either before or after judgment, and that there is no subsisting Order under any of the applicable laws which prohibits or prevent the VENDORS from dealing with or disposing of the SAID PROPERTY.

e. There are no easementary rights created in favour of any third party under any document or by any covenant or by prescription in respect of and/or upon the SAID PROPERTY or any part thereof.

f. No notice/s is/are pending against the VENDORS and/or any person on their behalf, whether from the local authorities or from the Government or otherwise, for requisition and/or acquisition of the SAID PROPERTY or any part thereof, and the VENDORS are entitled to sell and transfer the SAID PROPERTY to the PURCHASER without any permission and/or consent.

g. That the VENDORS have not entered into any Agreement for sale, transfer, lease or any other agreement/ MOU etc. with any other third party concerning the SAID PROPERTY nor have the VENDORS agreed to sell or encumber or mortgage the same in any manner whatsoever.

h. No Notification is issued under any Ordinance Act, Statute/Rules or regulations affecting the SAID PROPERTY or acquiring the SAID PROPERTY whereby VENDORS are prevented from selling the SAID PROPERTY.



*[Handwritten signatures]*

i. That there are no outstanding taxes or any other outgoings payable in respect of the SAID PROPERTY as on the date of the execution of this sale deed and if any the same have been cleared by the VENDORS.

j. That, the VENDORS have not mortgaged the SAID PROPERTY to any bank, financial institution or private financiers.

WHEREAS the VENDORS now do not desire to retain the SAID PROPERTY.

WHEREAS, both the VENDORS have not been married in GOA, and are residing at New Delhi and hence the law of communion of assets is not applicable and therefore, the wives of the VENDORS are not a necessary party to this sale deed.

AND WHEREAS the VENDORS are desirous to sell to the PURCHASER and the PURCHASER is desirous of purchasing from the VENDORS All that Plot "B", admeasuring 500 m<sup>2</sup>, out of the entire Said Plot, known as "MUSSUNDI", totally admeasuring 1025 square meters, situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; hereinafter referred to as the "SAID PROPERTY", more particularly described in Schedule-II hereunder mentioned hereunder, for a total consideration of Rs.1,00,000,00/- (Rupees one crore only) free from all encumbrances, charges, demands whatsoever on the following terms and conditions.



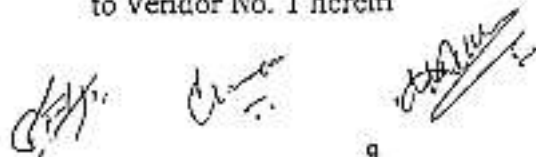
*[Handwritten signatures]*

AND WHEREAS the VENDORS state that SAID PROPERTY is free from all encumbrances and/or defects in title and that the VENDORS have an absolute clear marketable title to the SAID PROPERTY and based on the said representation, the PURCHASER has offered to purchase the SAID PROPERTY from the VENDORS free from all encumbrances and/or defect in title for a total consideration of a sum of Rs. 1,00,000,00/- (Rupees one crore only).

FURTHER WHEREAS, the VENDORS doth hereby sell the SAID PROPERTY to the PURCHASER herein, free from all encumbrances and/or defect in title for a consideration of Rs. 1,00,000,00/- (Rupees one crore only), which is the market value of the SAID PROPERTY, and the PURCHASER doth hereby purchase the SAID PROPERTY for the aforesaid consideration free from all encumbrances and/or defect in title.

NOW THIS CONVEYANCE WITNESSETH AS UNDER:-

1. That, the aforesaid recitals are made an integral part of this sale deed.
2. That in consideration of the payment of total sum of Rs. 1,00,000,00/- (Rupees one crore only) paid by the PURCHASER to the VENDORS in the following manner:-
  - A. A sum of Rs. 5,00,000/- (Rupees Five Lacs only) vide Cheque no. 000188, dated 24.04.2018 from HDFC Bank, To Vendor No. 1 herein
  - B. A sum of Rs. 25,00,000/- (Rupees twenty five Lacs only) vide RTGS dated 04.07.2018 from HDFC Bank, to Vendor No. 1 herein





- C. A sum of Rs. 12,50,000/- (Rupees twelve lacs fifty thousand only) vide RTGS dated 30.07.2018 from HDFC Bank, to Vendor No. 1 herein.
- D. A sum of Rs. 7,00,000/- (Rupees Seven lacs only) vide RTGS dated 23.08.2018 from HDFC Bank, to Vendor No. 1 herein.
- E. Rs.50,000/- (Rupees Fifty Thousand Only) deducted & paid online as TDS vide challan no. 280 under Challan serial no. 15168, dated 05.09.2018.
- F. A sum of Rs. 5,00,000/- (Rupees five Lacs only) vide RTGS dated 24.04.2018 from HDFC Bank, to Vendor No. 2 herein
- G. A sum of Rs. 10,00,000/- (Rupees ten Lacs only) vide RTGS dated 23.05.2018 from HDFC Bank, to Vendor No. 2 herein
- H. A sum of Rs. 5,00,000/- (Rupees five Lacs only) vide RTGS dated 15.06.2018 from HDFC Bank, to Vendor No. 2 herein
- I. A sum of Rs. 12,50,000/- (Rupees twelve lacs fifty thousand only) vide RTGS dated 30.07.2018 from HDFC Bank, to Vendor No. 2 herein
- J. A sum of Rs. 17,00,000/- (Rupees Seventeen Lacs only) vide RTGS dated 23.08.2018 from HDFC Bank, to Vendor No. 2 herein
- K. Rs.50,000/- (Rupees Fifty Thousand Only) deducted & paid online as TDS vide challan no. 280 under Challan serial no. 15598 dated 05.09.2018.

which amount is received by the VENDORS from the PURCHASER; which amount the VENDORS hereto do hereby admit and acknowledge and release and discharge the PURCHASER of the same in full and the VENDORS

as absolute Owners doth hereby convey by way of sale unto the PURCHASER the SAID PROPERTY, that is All that Plot "B", admeasuring 500 m<sup>2</sup>, out of the entire Said Plot, known as "MUSSUNDI", totally admeasuring 1025 square meters situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; hereinafter referred to as the "SAID PROPERTY", more particularly described in Schedule-II hereunder along with and together with the fruit bearing trees, along with access, ingress and egress on the access road, as well as all the easements, paths, right of way, privileges and appurtenants, belonging thereto, TOGETHER WITH all trees, fences, Compound, hedges, ditches, waters, ways, water courses, lights, liberties, privileges, easements and Appurtenances whatsoever of and belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto, AND ALL the estate, right, title, interest, use, trust, inheritance, possession, benefit, claim and demand whatsoever, both at law and equity; whatsoever of the said VENDORS in or to the SAID PROPERTY, is hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto the PURCHASER forever absolutely uninterruptedly together with all the title, deeds, writings, monuments, and other evidence of title as ordinarily pass on to such sale.

3. That, the VENDORS have today put the PURCHASER in unconditional exclusive/ peaceful, vacant, physical possession of the SAID PROPERTY and the PURCHASER has taken over the exclusive peaceful, vacant, physical possession of the SAID PROPERTY to be held by the

*[Handwritten signatures]*

PURCHASER forever without any harm or hindrance from the VENDORS and or any other person claiming through the VENDORS.

4. That, the VENDORS hereby covenants with the PURCHASER as under:-

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

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

(c)- That the VENDORS have 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 PROPERTY with anybody and that there are no tenants, sub-tenants or any other person holding any title, interest and/or rights of whatsoever nature in the SAID PROPERTY.

(d)-The VENDORS further declare and confirm that there is no 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. The PURCHASER shall of the said heraditaments 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 VENDORS, or from or by any other person or

*[Handwritten signature]*

*[Handwritten signature]*

person lawfully or equitably claiming by, from under, in the trust for them AND that the VENDORS shall free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged the PURCHASER in respect of the consideration of the SAID PROPERTY.

(1). The VENDORS hereby declare and confirm that there is no notice / letter/ correspondence pending in respect of the SAID PROPERTY from the Village panchayat, Calangute, Town and country planning office, Revenue office or for that matter any other office, authority, local, state or central Govt and its bodies.

5. That, the VENDORS doth hereby give their explicit and express consent to the PURCHASER to get the name of the PURCHASER recorded in the Survey Record of Village Panchayat Calangute in respect of the SAID PROPERTY and for that purpose to conduct Mutation and Partition Proceedings before the Appropriate Authority. The VENDORS does hereby further agree and assure the PURCHASER to sign and execute all such other documents and give NOC for the above purpose as and when required by the PURCHASER or any other govt body/ authority.

6. That the 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, in respect of any claim being made by anybody to the SAID PROPERTY or any breach of the covenants or claim by any other heirs in respect of the SAID PROPERTY.




Three handwritten signatures are present at the bottom of the page, corresponding to the vendors mentioned in the text.

7. That, the VENDORS covenant with the PURCHASER that if for any defect in title to the SAID PROPERTY or any defect in title to any part thereof, the PURCHASER is deprived of the enjoyment of the same or any part thereof, the VENDORS shall make good the loss. The VENDORS doth hereby specifically indemnify the PURCHASER against any losses so sustained by the PURCHASER on account of any defect in the title of the property or for any reason if the said property or any part thereof goes out of possession and title of the PURCHASER, the VENDORS do hereby undertake to indemnify all such losses to the PURCHASER.

8. That, the VENDORS undertake to execute all documents, applications and/or transfer forms as shall be required in order to get the SAID PROPERTY transferred in the name of the said PURCHASER.

9. That, the VENDORS, their legal heirs, administrators or assigns shall, at all times hereafter, whenever called upon by the PURCHASER, to come forward and do execute or cause to be done and executed all such further lawful and reasonable acts, deeds, matters, things and assurances whatsoever for further and more perfectly and absolutely granting and assuring the SAID PROPERTY (more particularly described in the Schedule-II hereunder) in the manner aforesaid as may be reasonably required.

10. That, the VENDORS hereby undertake to, and give their consent to the PURCHASER for obtaining the change of the relevant government records in the Survey and other registers so as to bring the SAID PROPERTY in their names in the said records, after the execution of the present Sale Deed.

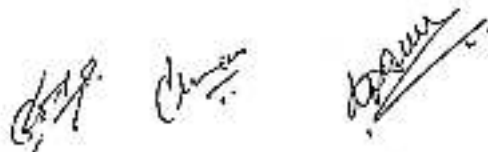
  
14

11. That, all the estates, rights, title, interests, use, benefits, privileges, advantages, appurtenances, possession and easements whatsoever in respect of the **SAID PROPERTY** which is hereby delivered and sold and which is described in the Schedule-II are also conveyed and every part thereof to the PURCHASER so that the PURCHASER shall enjoy the same as absolute owners hereinafter and forever.

12. That, the VENDORS hereby covenants with the PURCHASER that the PURCHASER may at all times hereafter quietly and peaceably continue to possess, enjoy, and receive the rents, issues, and profits thereof and every part thereof for their own use and benefit of the **SAID PROPERTY** without interruption or objection of whatsoever nature by the VENDORS or their predecessors in title or any other person claiming through or under the VENDORS or any person whomsoever.

13. That, the VENDORS agree and render themselves liable to pay all the outgoings in respect of local and corporation taxes, and any other claims/dues in respect of the **SAID PROPERTY**, if any, prior to the date of execution of these presents and shall keep the interest of the PURCHASER duly indemnified, held harmless, safe and unaffected in respect of the same.

14. That, the VENDORS assure the PURCHASER that there are no arrears of land tax or any other dues under the provisions of the Land Revenue Code or any other dues to the Village Panchayat or any Government or Semi - Government Authority against the **SAID PROPERTY**.



15. That the Schedules, and the plan hereunder written be treated as being integral part of this Deed of Sale.

16. That the SAID PROPERTY as described in the Schedule II herein underwritten is believed to have been correctly described and if any error or omission in the aforesaid description be subsequently discovered the same shall not annul or invalidate this Deed of Sale and the parties hereto shall have the necessary correction, rectifications or amendments carried out.

17. That, the PURCHASER shall be entitled to apply for the partition of the SAID PROPERTY on their own, in their own name and at their own cost.

18. That, the VENDORS and the PURCHASER hereby declares that the SAID PROPERTY in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

19. The present fair Market value of the SAID PROPERTY is Rs. 1,00,000,00/- (Rupees one crore only) @ Rs. 20,000/- (Rupees Twenty Thousand only) per square meter and therefore the Stamp duty of Rs. 4,00,000/- (Rupees Four lacs only) has been paid and affixed hereto which is borne by the PURCHASER.



*[Handwritten signatures]*

## SCHEDULE -I

All that Plot known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, Goa, within the limits of Village Panchayat of Calangute, admeasuring 1025 square meters, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12, (hereinbefore referred to as the "SAID PLOT") District North Goa, GOA presently bounded as under:-

- North:- By the property of Mr. Fransisco Xavier Dias survey no. 370/11
- South:- By the property of Mr. Fransisco Xavier Dias and Domingos Salvador Jesus Dias, survey no. 370/13
- East:- By the property of Comunidade of Calangute, Surveyed under No. 370/3
- West:- By the properties of Joao Vitorin Fransisco Tavares and Manuelinho Tavares and the property of Alexinho Monteiro Surveyed under no. 370/7 and 370/9.



*Handwritten signatures*

*Handwritten signature*



## SCHEDULE -II

All that Plot, admeasuring 500 m<sup>2</sup> /1025m<sup>2</sup>, of the property bearing Survey no. 370 sub division no. 12 (Plot no. B), out of the entire Said Plot, known as "MUSSUNDI" ,situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12;the Plot B measuring 500 m<sup>2</sup> out of the SAID PLOT shall hereinbefore referred to as the "SAID PROPERTY",District North Goa, GOA presently bounded as under:-



North:- By the Plot A of the Survey No. 370/12  
South:- By the property under survey no. 372/13  
East:- By the property Surveyed under No. 372/3  
West:- By the Access

IN WITNESS WHEREOF the VENDORS and the PURCHASER have signed and executed this DEED OF SALE on the date, month and year mentioned hereinabove in the presence of the below mentioned two attesting witnesses.

*[Handwritten signatures of the vendors and purchaser]*

Signed and delivered by  
The within named

*[Handwritten signature]*



VENDOR NO.1

Mr. SUMIT MAJUJA

L.H.F. Prints



R.H.F. Prints

- |    |  |    |  |
|----|--|----|--|
| 1. |  | 1. |  |
| 2. |  | 2. |  |
| 3. |  | 3. |  |
| 4. |  | 4. |  |
| 5. |  | 5. |  |



*[Handwritten signatures]*

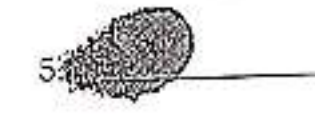
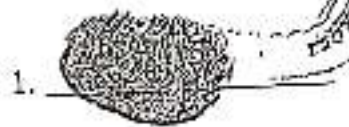
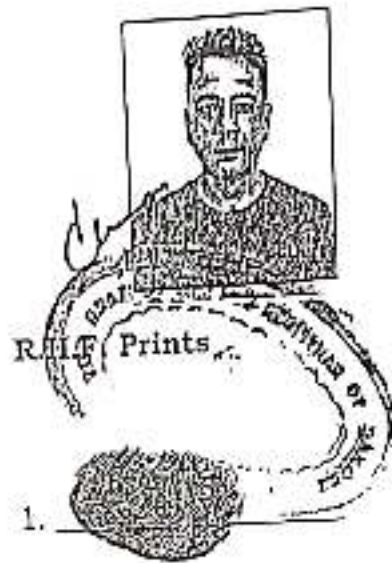
*[Handwritten signature]*

Signed and delivered by  
The within named

VENDOR NO.2

Mr. SUMAN MALUJA

L.H.F. Prints



Signed and Delivered:

By the VENDEE/ PURCHASER



MR. ARUN MALHOTRA




L.H.F. Prints

R.H.F. Prints

1. 

1. 


2. 


2. 

3. 

3. 


4. 

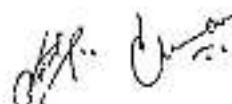
4. 


5. 

5. 

WITNESSES: -

1. Arundhiti Arora 



2. Daniel Dsouza 

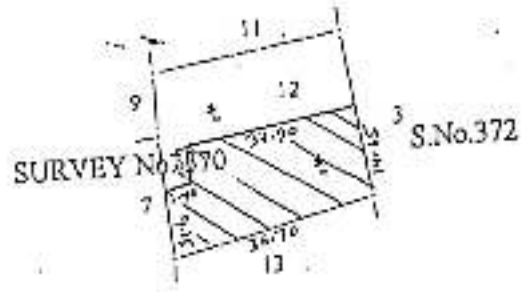




GOVERNMENT OF GOA  
 Directorate of Settlement and Land Records  
 PANAJI - GOA

Insaid No 157/24

Plan Showing plots situated at  
 Village : CALANGUTE  
 Taluka : BARDEZ  
 Survey No./Subdivision No. : 370/ 12  
 Scale : 1 : 1000



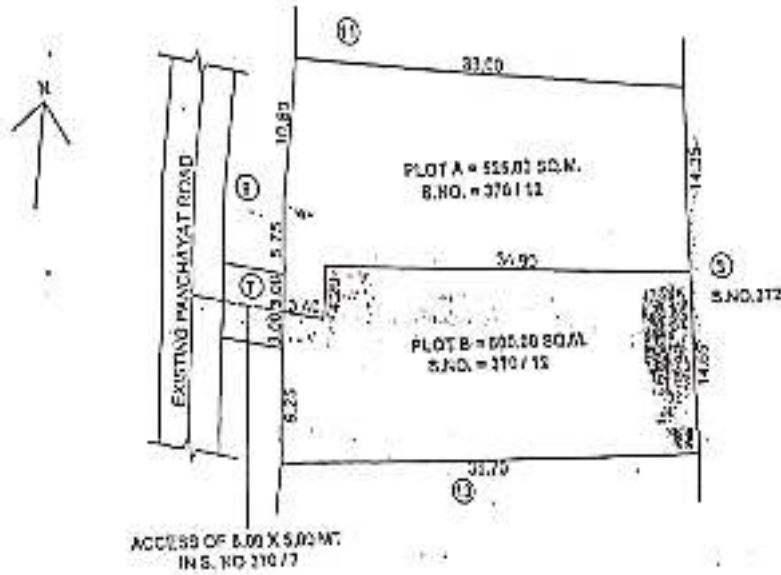
Prepared By : Ajay Sawant  
 On : 02-05-2010

*[Handwritten signatures]*

Inspected by  
 3/6/2010  
 D'man  
 Compared By *[Signature]*

SITE PLAN SHOWING PLOT BEARING SURVEY No./  
SUB DIVISION No. 370/ 12 AT CALANGUTE VILLAGE,  
BARDEZ TALUKA GOA.

SITE PLAN  
Scale 1:500



*[Handwritten signatures and initials]*

REG\_1\_53857\_64

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 10-09-2018 03:00:48 PM




Document Serial Number : 3918

Presented at 02:46:00 PM on 10-09-2018 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

S. No	Description	Rs. Ps
1	Registration Fee	300000.00
2	Processing Fees	150.00
	Total :	300150.00

Stamp Duty Required: 400000.00 Stamp Duty Paid: 400000.00

Praveen Malhotra presenter

Name	Photo	Thumb Impression	Signature
Praveen Malhotra, S/o Praveen Malhotra, Indian, age 34 Years, Business, r/o H.no 42, West Punjabi Bagh, West Delhi, New Delhi 110026.			

Endorsements

Executant

1. Sunil Maluja & Sumit Kumar Maluja, s/o Subhash Chander Maluja, Married, Indian, age 41 Years, Business, r/o B - 65 Chanakya Place, Part-1, Uttam Nagar, New Delhi-110059. Pan No. [REDACTED]


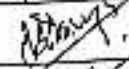
Photo	Thumb Impression	Signature
		

2. Suman Maluja & Suman Kumar Maluja, S/o S.C. Maluja, Married, Indian, age 45 Years, Business, r/o H.no 14, Lane no 42, West Punjabi Bagh, West Delhi, New Delhi 110026.

Photo	Thumb Impression	Signature
		

3. Praveen Malhotra, S/o Praveen Malhotra, Married, Indian, age 34 Years, Business, r/o H.no 14, Lane no 42, West Punjabi Bagh, West Delhi, New Delhi 110026.

Photo	Thumb Impression	Signature
		

Sl. No.	Witness Details	Signature
1	Anand Arolkar, S/o Ramesh Arolkar, Married, Indian, age 33 Years, Business, r/o H.no 170, Yandole vadde Gulim Bardez Goa	
2	Donah D'souza, W/o Roque D'souza, Married, Indian, age 41 Years, Service, r/o 166, Marna Stolim Bardez Goa	

TDS Paid through HDFC Bank of Rs. 1,00,000/- dated 5.9.2018. Mutation Challan Paid vide Challan No 201800764565 of Rs 1000/- dated 10.9.2018.



Scanned by CamScanner

REGISTRAR  
SUB-REGISTRAR  
GOA



REGISTRAR



3918/2018

Book-1 Document  
Registration Number BRZ-BK1-05048-2018  
CD Number BRZD806 on  
Date 28-11-2018

Sub-Registrar (Bardez)

SUB-REGISTRAR  
BARUEZ

Scanned By:-

Jandem

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Handwritten notes in the top left corner, including a signature and some illegible text.

(Rupees One Lakh Forty Eight Thousand Five Hundred Only)

CITIZEN CREDIT CO-OP BANK LTD  
SURVEY NO. 325/2, PLOT NO. 159  
NEAR TEM BUILDING  
ALTO, PORVURIM  
BARDIZ - GOA - 403521



INDIA

शुद्ध 24054  
NON JUDICIAL गीत  
175935 SEP 30 2019

RS 148500/- PBT147

STAMP DUTY GOA

Handwritten text: Gaurav Kalba



DEED OF SALE

Handwritten date and time: 2019.09.30 5:35 PM  
1 - 11 - 2019

Handwritten signature or mark at the bottom center.

Handwritten signature or mark at the bottom right.

This Deed of Sale is made, signed and executed at Mapusa, Bardez-  
Goa, on this 01<sup>st</sup> day of November, 2019.

BY

1. SHRI. ARUN MALHOTRA, son of Shri. Praveen Malhotra, age 34 years, married, business, Indian National, holder of PAN Card bearing no. ANPPM7716B and holder of Aadhar Card bearing No. [REDACTED]; Email ID: [md.smexports@gmail.com](mailto:md.smexports@gmail.com), Mobile No [REDACTED] residing at House No. 14, Lane no. 42, West Punjabi Bagh, West Delhi, New Delhi-110026; hereinafter called as the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof include his Legal heirs, executors, administrators, successors, and legal representatives, assigns and all persons claiming through him) being the Party of the FIRST PART.

BETWEEN

1. SHRI. GAURAV KALRA, aged 33 years, s/o Sh. Satish Kumar Kalra alias Satish Kalra; married, business, <sup>INDIAN NATIONAL</sup> holding PAN Card no. [REDACTED], Aadhar Card No. [REDACTED]; Email id: [gk5943@gmail.com](mailto:gk5943@gmail.com), Mobile No. [REDACTED], residing at House No. 253, First Floor, Ambika Vihar, Paschim Vihar, New Delhi-110087, hereinafter called the "PURCHASER/VENDEE" (which expression shall unless repugnant to the context or meaning thereof include his Legal heirs, executors, administrators, successors, and legal representatives and assigns) being Party of the SECOND PART.

WHEREAS THERE EXISTS:-

All that Plot known as "MUSSUNDI" situated at ward Perbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, Goa, within the limits of Village Panchayat of Calangute, admeasuring 1025 square meters, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12, hereinafter referred to as the "SAID PLOT", more fully described in SCHEDULE - I.

AND WHEREAS the Said Plot originally belonged to Mr. Stancy Fernandes and his brother Mr. Nicholas Fernandes and the name of Mr. Stancy Fernandes was entered in the handwritten form I and XIV.

AND WHEREAS, by a deed of Partition, between the two brothers, the Said Plot came to be allotted to said Mr. Nicholas Fernandes.

AND WHEREAS, Mr. Nicholas Fernandes expired leaving behind his 3 children as legal heirs:-

- I. Son:-Mr. Edward Fernandes;
- II. Son:-Mr. Joseph Fernandes married to Mrs. Maria Fernandes;
- III. Son:-Mr. Carlos Fernandes.

AND WHEREAS, the above said legal heirs vide sale deed dated 09.07.1984, registered as document no.879, Book No. I, Volume No. 216 at pages 337 to 344 dated 29.10.1982, registered in the

*[Handwritten signatures]*

office of Sub registrar Mapusa, Bardez, Goa, sold the Said Plot to Mr. Mervin alias Marvin Caridade Gomes. The name of said Mr. Mervin alias Marvin Caridade Gomes was included in Form I and XIV accordingly.

AND WHEREAS, Mr. Mervin alias Marvin Caridade Gomes was married to Mrs. Jeanette Maria Gomes.

AND WHEREAS, Mr. Mervin alias Marvin Caridade Gomes and Mrs. Jeanette Maria Gomes had divided the Said Plot in 2 distinct parts, that is Plot A and Plot B, well demarcated at loco. The said Plot A is measuring 525 square meters and the said Plot B is measuring 500 Square meters.

AND WHEREAS, the said Plot B measuring 500 Square meters out of the entire SAID PLOT was sold by Mr. Mervin alias Marvin Caridade Gomes and Mrs. Jeanette Maria Gomes to Mr. Sumit Maluja and Mr. Suman Maluja - the VENDORS herein vide sale deed dated 04.05.2012, registration no. BRZ-BK-1-02189-2012, CD number BRZD324, registered in the office of Sub registrar Mapusa, Bardez.

AND WHEREAS, All that Plot "B", admeasuring 500 m<sup>2</sup>, out of the entire Said Plot, known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the Plot B measuring 500 m<sup>2</sup> out of the SAID PLOT shall hereinafter

referred to as the "SAID PROPERTY", more particularly described in Schedule-II hereunder, was sold by Mr. Sumit Kumar Maluja and Mr. Suman Kumar Maluja vide a registered Sale Deed dated 10.09.2018 at document serial no. 3918, registration no BRZ-BK1-05043-2018, Book No.1, CD No. BRZD606 Dated 26.11.2018 in the office of Sub Registrar Bardez at Mapusa to Mr. Arun Malhotra- the VENDOR herein.

AND WHEREAS, the subject matter of this sale deed is 50 % (fifty percent) undivided, impartible and indivisible share (that is 250 m<sup>2</sup>) in All that Plot "B", admeasuring 500 m<sup>2</sup>, out of the entire Said Plot, known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the 50 % (fifty percent) undivided, impartible and indivisible share (that is 250 m<sup>2</sup>) in Plot B measuring 500 m<sup>2</sup> out of the SAID PLOT shall hereinafter referred to as the "SAID SHARE IN THE SAID PROPERTY", more particularly described in Schedule-III hereunder.

WHEREAS the VENDOR has represented to the PURCHASER that the VENDOR is the sole and absolute owner in possession of the SAID PROPERTY including the rights and benefits attached thereto and no one else has any right, title or interest in the SAID PROPERTY and the VENDOR is absolutely seized and possessed of and otherwise well and sufficiently entitled to the SAID PROPERTY.

AND FURTHER WHEREAS the VENDOR has further represented that-

- a. The VENDOR has all the rights to deal with or dispose the SAID PROPERTY or part of it and the Vendor does not require any consent, permission or No Objection Certificate from any third Party.
- b. The VENDOR has not done, committed or omitted to do any acts, deeds, things, matter whereby or by any reason whereof the VENDOR is prevented or prohibited from dealing with, disposing of or transferring the Vendor's right, title and interest in respect of the SAID PROPERTY and/or part of it.
- c. The SAID PROPERTY is not subject to any lien, mortgage, charge, encumbrances, liability, litigation, adverse claim or lispendens and prior to the execution hereof and that the VENDOR has not entered into any contract, agreement or any other arrangement creating right, title, interest or otherwise in respect of the SAID PROPERTY and/or any part of it.
- d. The SAID PROPERTY is not a subject matter of any pending litigation nor of any attachment, either before or after judgment, and that there is no subsisting Order under any of the applicable laws which prohibits or prevent the VENDOR from dealing with or disposing of the SAID PROPERTY.
- e. There are no easementary rights created in favour of any third party under any document or by any covenant or by



prescription in respect of and/or upon the SAID PROPERTY or any part thereof.

f. No notice/s is/are pending against the VENDOR and/or any person on his behalf, whether from the local authorities or from the Government or otherwise, for requisition and/or acquisition of the SAID PROPERTY or any part thereof, and the VENDOR is entitled to sell and transfer the SAID PROPERTY to the PURCHASER without any permission and/or consent.

g. That the VENDOR has not entered into any Agreement for sale, transfer, lease or any other agreement/ MOU etc. with any other third party concerning the SAID PROPERTY nor has the VENDOR agreed to sell or encumber or mortgage the same in any manner whatsoever.

h. No Notification is issued under any Ordinance Act, Statute/Rules or regulations affecting the SAID PROPERTY or acquiring the SAID PROPERTY whereby VENDOR is prevented from selling the SAID PROPERTY.

i. That there are no outstanding taxes or any other outgoings payable in respect of the SAID PROPERTY as on the date of the execution of this sale deed and if any the same have been cleared by the VENDOR.



*Genar*  
*Abbas*



- j. That, the VENDOR has not mortgaged the SAID PROPERTY to any bank, financial institution or private financiers.

AND WHEREAS the VENDOR now for his bonafide needs, desires to Sell 50 % (Fifty Percent) undivided, impartible and indivisible share (that is 250 m2) in the SAID PROPERTY.

AND WHEREAS the VENDOR is desirous to sell to the PURCHASER and the PURCHASER is desirous of purchasing from the VENDOR, 50 % (fifty percent) undivided, impartible and indivisible share (that is 250 m2) in All that Plot "B", admeasuring 500 m2, out of the entire Said Plot, known as "MUSSUNDI" situated at ward Perbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the 50 % (fifty percent) undivided, impartible and indivisible share (that is 250 m2) in Plot B measuring 500 m2 out of the SAID PLOT shall hereinafter referred to as the "SAID SHARE IN THE SAID PROPERTY", more particularly described in Schedule-III hereundermentioned hereunder, for a total consideration of Rs.49,50,000/- (Rupees Forty Nine lacs and fifty thousand only) free from all encumbrances, charges, demands whatsoever on the following terms and conditions.

AND WHEREAS the VENDOR states that the SAID SHARE IN THE SAID PROPERTY being conveyed to the PURCHASER herein, is free from all encumbrances and/or defects in title and that the VENDOR has an absolute clear

marketable title to the SAID SHARE IN THE SAID PROPERTY and based on the said representation, the PURCHASER has offered to purchase the SAID SHARE IN THE SAID PROPERTY from the VENDOR free from all encumbrances and/or defect in title for a total consideration of a sum of Rs.49,50,000/- (Rupees Forty Nine lacs and fifty thousand only).

FURTHER WHEREAS, the VENDOR doth hereby sells the SAID SHARE IN THE SAID PROPERTY to the PURCHASER herein, free from all encumbrances and/or defect in title for a consideration of Rs.49,50,000/- (Rupees Forty Nine lacs and fifty thousand only) which is the market value of the SAID SHARE IN THE SAID PROPERTY, and the PURCHASER doth hereby purchases the SAID SHARE IN THE SAID PROPERTY for the aforesaid consideration free from all encumbrances and/or defect in title.

NOW THIS CONVEYANCE WITNESSETH AS UNDER:-

1. That, the aforesaid recitals are made an integral part of this sale deed.
2. That in consideration of the payment of total sum of Rs.49,50,000/- (Rupees Forty Nine lacs and fifty thousand only) paid by the PURCHASER to the VENDOR in the following manner:-

A. A sum of Rs. 49,50,000/- (Rupees Forty nine Lacs fifty thousand only) has been paid by the VENDEE vide Cheque

No. 000050 dated 21.09.2019 from Kotak Mahindra Bank,  
Desh Bandhu Gupta Road branch, New Delhi to the  
VENDOR herein.

which amount is received by the VENDOR from the  
PURCHASER; which amount the VENDOR hereto does hereby  
admit and acknowledge and release and discharge the  
PURCHASER of the same in full and the VENDOR as absolute  
Owner doth hereby conveys by way of sale unto the  
PURCHASER the SAID SHARE IN THE SAID PROPERTY,  
more particularly described in Schedule III hereunder along  
with and together with the fruit bearing trees; along with  
access, ingress and egress on the access road, as well as all the  
easements, paths, right of way, privileges and appurtenants,  
belonging thereto, TOGETHER WITH all trees, fences,  
Compound, hedges, ditches, waters, ways, water courses,  
lights, liberties, privileges, easements and Appurtenances  
whatsoever of and belonging to or in any way appertaining or  
usually held or occupied therewith or reputed to belong or be  
appurtenant thereto, AND ALL the estate, right, title, interest,  
use, trust, inheritance, possession, benefit, claim and demand  
whatsoever, both at law and equity, whatsoever of the said  
VENDOR in or to the SAID SHARE IN THE SAID  
PROPERTY, is hereby conveyed and every part thereof TO  
HAVE AND TO HOLD the same unto the PURCHASER  
forever absolutely uninterruptedly together with all the title,  
deeds, writings, monuments, and other evidence of title as  
ordinarily pass on to such sale.

3. That, the VENDOR has today put the PURCHASER in unconditional exclusive, peaceful, vacant, physical possession of the SAID SHARE IN THE SAID PROPERTY to be held by the PURCHASER forever without any harm or hindrance from the VENDOR and or any other person claiming through the VENDOR.

4. That, the VENDOR hereby covenants with the PURCHASER as under:-

(a). That the SAID PROPERTY and the SAID SHARE IN THE SAID PROPERTY is free from encumbrances of any nature whatsoever.

(b). That the title of the VENDOR to the SAID PROPERTY and to the SAID SHARE IN THE SAID PROPERTY is clear, legal, valid and marketable and is subsisting and the VENDOR is lawfully entitled to sell and alienate the same.

(c). That the VENDOR has not created any Third Party rights upon and to the SAID SHARE IN THE SAID PROPERTY nor is there any notice of Land Acquisition issued against the SAID PROPERTY or the SAID SHARE IN THE SAID PROPERTY, and that the VENDOR has not entered into an Agreement in respect of the SAID SHARE IN THE SAID PROPERTY with anybody and that there are no tenants, sub-tenants or any other person holding any title, interest and/or rights of whatsoever nature in the SAID SHARE IN THE SAID PROPERTY.

(d). The VENDOR further declares and confirms that there is no dispute or suit pending in respect of the SAID SHARE IN THE SAID PROPERTY in any Court of Law whatsoever;

5. That the SAID SHARE IN 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 VENDOR or any other person whomsoever. The PURCHASER shall of the said heraditaments 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 VENDOR, or from or by any other person or person lawfully or equitably claiming by, from under, in the trust for them AND that the VENDOR shall free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged the PURCHASER in respect of the consideration of the SAID SHARE IN THE SAID PROPERTY.

6. The VENDOR hereby declares and confirms that there is no notice/letter/correspondence pending in respect of the the SAID SHARE IN THE SAID PROPERTY from the Village Panchayat, Town and country planning office, Revenue office or for that matter any other office, authority, local, state or central Government and its bodies

7. That, the VENDOR doth hereby gives its explicit and express consent to the PURCHASER to get the name of the PURCHASER recorded in the Survey Record of concerned Village Panchayat in

respect of the SAID SHARE IN THE SAID PROPERTY and for that purpose to conduct Mutation before the Appropriate Authority. The VENDOR does hereby further agree and assure the PURCHASER to sign and execute all such other documents and give NOC for the above purpose as and when required by the PURCHASER or any other Government body/ authority.

That the VENDOR 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 SHARE IN THE SAID PROPERTY, in respect of any claim being made by anybody to the SAID SHARE IN THE SAID PROPERTY or any breach of the covenants or claim by any other heirs in respect of the SAID SHARE IN THE SAID PROPERTY.

9. That, the VENDOR covenants with the PURCHASER that if for any defect in title to the SAID SHARE IN THE SAID PROPERTY or any defect in title to any part thereof, the PURCHASER is deprived of the enjoyment of the same or any part thereof, the VENDOR shall make good the loss. The VENDOR doth hereby specifically indemnify the PURCHASER against any losses so sustained by the PURCHASER on account of any defect in the title of the property or for any reason if the SAID SHARE IN THE SAID PROPERTY or any part thereof goes out of possession and title of the PURCHASER, the VENDOR does hereby undertake to indemnify all such losses to the PURCHASER.

*Govind*

*Prakash*

10. That, the VENDOR undertakes to execute all documents, applications and/or transfer forms as shall be required in order to get the SAID SHARE IN THE SAID PROPERTY transferred in the name of the said PURCHASER.

11. That, the VENDOR, his legal heirs, successors, executors, administrators, and assigns undertake that, they shall, at all times hereafter, whenever called upon by the PURCHASER, to come forward and do execute or cause to be done and executed all such further lawful and reasonable acts, deeds, matters, things and assurances whatsoever for further and more perfectly and absolutely granting and assuring the SAID SHARE IN THE SAID PROPERTY (more particularly described in the Schedule-III hereunder) in the manner aforesaid as may be reasonably required.

12. That, the VENDOR hereby undertakes to, and give its consent to the PURCHASER for obtaining the change of the relevant government records in the Survey and other registers so as to bring the SAID SHARE IN THE SAID PROPERTY in their names in the said records, after the execution of the present Sale Deed.

13. That, all the estates, rights, title, interests, use, benefits, privileges, advantages, appurtenances, possession and easements whatsoever in respect of the SAID SHARE IN THE SAID PROPERTY which is hereby delivered and sold and which is described in the Schedule III is also conveyed and every part

thereof to the PURCHASER so that the PURCHASER shall enjoy the same as absolute owner hereinafter and forever.

14. That, the VENDOR hereby covenants with the PURCHASER that the PURCHASER may at all times hereafter quietly and peaceably continue to possess, enjoy, and receive the rents, issues, and profits thereof and every part thereof for their own use and benefit of the SAID SHARE IN THE SAID PROPERTY without interruption or objection of whatsoever nature by the VENDOR or its predecessors in title or any other person claiming through or under the VENDOR or any person whomsoever.

15. That, the VENDOR agrees and renders itself liable to pay all the outgoing in respect of local and corporation taxes, and any other claims/dues in respect of the SAID PROPERTY and in respect of the SAID SHARE IN THE SAID PROPERTY, if any, prior to the date of execution of these presents and shall keep the interest of the PURCHASER duly indemnified, held harmless, safe and unaffected in respect of the same.

16. That, the VENDOR assures the PURCHASER that there are no arrears of land tax or any other dues under the provisions of the Land Revenue Code or any other dues to the Village Panchayat or any Government or Semi - Government Authority against the SAID SHARE IN THE SAID PROPERTY.

17. That the Schedules, and the plan if any hereunder written be treated as being integral part of this Deed of Sale.



18. That, by the virtue of this Sale Deed now the SAID PROPERTY shall be jointly owned and possessed by the VENDOR and the PURCHASER in the ratio:-

ARUN MALHOTRA:- 50%

GAURAV KALRA:- 50%

19. That the SAID PROPERTY and SAID SHARE IN THE SAID PROPERTY as described in the Schedules II AND III herein underwritten is believed to have been correctly described and if any error or omission in the aforesaid description be subsequently discovered the same shall not annul or invalidate this Deed of Sale and the parties hereto shall have the necessary correction, rectifications or amendments carried out.

20. That, the VENDOR and the PURCHASER hereby declare that the SAID SHARE IN THE SAID PROPERTY in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

21. The North Goa Planning and development Authority has issued NOC dated 25/10/2019 bearing reference no. NGPDA/CAL/49(6)/414/1009/19 for the registration of the present Deed of sale of 50% undivided share in the property / Plot B admeasuring 250 sq mts.

22. The present fair Market value of the SAID SHARE IN THE SAID PROPERTY is Rs. 49,50,000/- (Rupees Forty Nine Lakhs Fifty Thousand Only) and therefore the Stamp duty of Rs. 1,48,500/- (Rupees One Lac Forty Eight Thousand And Five

Hundred Only) has been paid and affixed hereto which is borne by the PURCHASER.

#### SCHEDULE -I

All that Plot known as "MUSSUNDI" situated at ward Forbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, Goa, within the limits of Village Panchayat of Calangute, admeasuring 1025 square meters, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12, (hereinbefore referred to as the "SAID PLOT") District North Goa, GOA presently bounded as under:-

- North:- By the property of Mr. Fransisco Xavier Dias survey no. 370/11
- South:- By the property of Mr. Fransisco Xavier Dias and Domingos Salvador Jesus Dias, survey no. 370/13
- East:- By the property of Comunidade of Calangute, Surveyed under No. 370/3
- West:- By the properties of Joao Vitorin Fransisco Tavares and Manuelinho Tavares and the property of Alexinho Monteiro Surveyed under no. 370/7 and 370/9.

#### SCHEDULE -II

All that Plot "B", admeasuring 500 m<sup>2</sup>, out of 1025 m<sup>2</sup> that is out of the entire Said Plot, known as "MUSSUNDI" situated at ward Forbavaddo, in the village of Calangute, Taluka and

registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the Plot B measuring 500 m<sup>2</sup> out of the SAID PLOT is hereinbefore referred to as the "SAID PROPERTY", District North Goa, GOA presently bounded as under:-

North:- By the Plot A of the Survey No. 370/12  
South:- By the property under survey no. 372/13  
East:- By the property Surveyed under No. 372/3  
West:- By the Access

#### SCHEDULE-III

50 % (fifty percent) undivided, impartible and indivisible share (that is 250 m<sup>2</sup>) in All that Plot "B", admeasuring 500 m<sup>2</sup>, out of total 1025 m<sup>2</sup> that is out of the entire Said Plot, known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the 50 % (fifty percent) undivided, impartible and indivisible share in Plot B measuring 500 m<sup>2</sup> out of the SAID PLOT is hereinabove referred to as the "SAID SHARE IN THE SAID PROPERTY", and the SAID SHARE IN THE SAID PROPERTY being

*G. G. G.*

*[Signature]*

undivided, impartible and indivisible, is also bounded as hereunder:-

North:- By the Plot A of the Survey No. 370/12  
South:- By the property under survey no: 372/13  
East:- By the property Surveyed under No. 372/3  
West:- By the Access

IN WITNESS WHEREOF the VENDOR and the PURCHASER have signed and executed this DEED OF SALE on the date, month and year mentioned hereinabove in the presence of the below mentioned two attesting witnesses.

*Gauin*  
*At...*

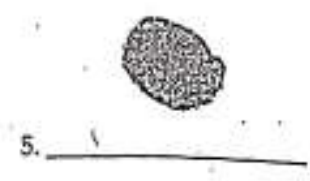
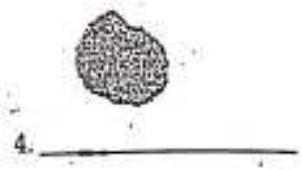
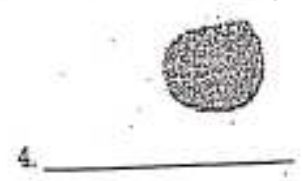
Signed and delivered by  
The within named VENDOR  
ARUN MALHOTRA



  
ARUN MALHOTRA

L.H.F. Prints

R.H.F. Prints







Signed and Delivered:  
By the PURCHASER/VENDEE  
GAURAV KALRA



(MR. GAURAV KALRA)

L.H.F. Prints

R.H.F. Prints



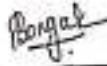
*[Signature]*

*[Signature]*

WITNESSES:-



1. \_\_\_\_\_  
(Advocate Narayan D. Phatarpenkar)



2. \_\_\_\_\_  
(Rakshita Bongale)





C



**Government of Goa**  
**Document Registration Summary 2**  
**Office of the Civil Registrar-cum-Sub Registrar, Bardez**

Print Date & Time : - 01-Nov-2019 11:11:17 am

Document Serial Number :- 2019-BRZ-3551

Presented at 10:11:31 am on 01-Nov-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	148500
2	Registration Fee	93000
3	Mutation Fees	1000
4	Processing Fee	440
<b>Total</b>		<b>248940</b>

Stamp Duty Required :148500

Stamp Duty Paid : 148500




**Presenter**

Sr.No	Party Name and Address	Photo	Thumb	Signature
1	GAURAV KALRA ,S/o - D/o Satish Kumar Kalra Alias Satish Kalra Age: 33. Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - House No. 253 First Floor Ambika Vihar Paschim Vihar New Delhi, Address2 - PAN No.: [REDACTED]			

**Executer**



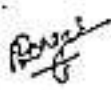


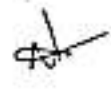
Sr.No	Party Name and Address	Photo	Thumb	Signature
1	ARUN MALHOTRA ,S/o - D/o Praveen Malhotra Age: 34. Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - residing at House No 14 Lane no 42 West Punjabi Bagh West Delhi New Delhi, Address2 - PAN No.: [REDACTED]			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	GAURAV KALRA ,S/o - D/o Satish Kumar Kalra Allas Satish Kalra Age: 33, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - House No. 253 First Floor Ambika Vihar Paschim Vihar New Delhi, Address2 - , PAN No.: [REDACTED]			

Witness:

We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Rakshita Bongale, 26 , ,9637487713 , ,Service , Marital status : Unmarried 403507, L-12, L-12, Tara Garden, Nr Saraswal Vidhyalaya Mapusa, Bardez, NorthGoa, Goa			
2	Narayan Phatarpenkar, 36 , [REDACTED] [REDACTED]@gmail.com ,Advocate , Marital status : Married 203517, Rai Siolim Bardez Goa, Rai Siolim Bardez Goa Siolim, Bardez, NorthGoa, Goa			

  
Sub Registrar

BARDEZ, N. GOA

Document Serial No:-2019-BRZ-3551

Book :- 1 Document  
Registration Number :- BRZ-1-3477-2019  
Date : 01-Nov-2019

*Balankar*  
21/11/19

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

SUB-REGISTRAR  
BARDEx

13  
12  
11  
10  
9  
8  
7  
6  
5  
4  
3  
2  
1

For CITIZENS CO-OP. BANK LTD.

SURVEY NO. 125/2, PLOT NO. 158  
NEAR TEEN BUILDING  
ALTO, PORVORIM  
BARDEZ - GOA - 403521



NON JUDICIAL  
SEP 30 2019

12:26

R.0380000/- PB7147

INDIA STAMP DUTY GOA

*Devi*  
Authorized Signatory

D-5/STP(V)/C.R./35/34/2018-RD

Case of Deed in *Arish Malholtra & Ganon Khattar*

*17* 909-BRZ-3301  
11-10-2019



DEED OF SALE

*Arish* *Malholtra* *Ganon*

This Deed of Sale is made at Mapusa, Bardez- Goa, on this 11<sup>th</sup> day of October, 2019 by:-

1. **SHRI. ROHIT AHOOJA**, son of Shri. Balraj Kumar Ahooja, age 50 years, married, business, Indian National, holder of PAN Card bearing no. [REDACTED] and holder of Aadhar Card bearing No. [REDACTED]; Email ID: [rohit.goa66@gmail.com](mailto:rohit.goa66@gmail.com), Mobile No. [REDACTED], residing at House No. G-40, Ground Floor, Sarita Vihar, New Delhi-110076; hereinafter called as the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof include his Legal heirs, executors, administrators, successors, and legal representatives, assigns and all persons claiming through him) being the Party of the **FIRST PART**.



IN FAVOUR OF

**SHRI. ASHISH MALHOTRA**, son of Shri. Ramesh Malhotra, age 44 years, married, business, Indian National, holder of PAN Card bearing no. [REDACTED] and holder of Aadhar Card bearing No. [REDACTED]; Email ID: [ashishmalhotra81@gmail.com](mailto:ashishmalhotra81@gmail.com), Mobile No. [REDACTED], residing at House No. N-81, Greater Kailash Part-I, New Delhi-110048;

AND

2. **SHRI. GAURAV KHATTAR**, Alias **GAURAV KHATTER**, son of Shri. Gyan Chand Khatter alias Gian Chand Khatter, age 35 years, married, business, Indian National, holder of PAN Card bearing no. [REDACTED]; and holder of Aadhar Card bearing No. [REDACTED]; Email ID: [gaurav.khatter1983@gmail.com](mailto:gaurav.khatter1983@gmail.com), Mobile No. [REDACTED], residing at House No. J-389, New Rajinder Nagar, New Delhi-110060,

hereinafter jointly and collectively shall be called the "PURCHASERS/VENDEES" (which expression shall unless repugnant to the context or meaning thereof include their Legal heirs, executors, administrators, successors, and legal representatives and assigns) being Party of the **SECOND PART**.

*Rohit*

*Ashish*

*Gaurav*

**WHEREAS THERE EXISTS:-**

All that Plot known as "MUSSUNDI" situated at ward Porbayaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, Goa, within the limits of Village Panchayat of Calangute, admeasuring 1025 square meters, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12, hereinafter referred to as the "SAID PLOT", more fully described in SCHEDULE - I.

AND WHEREAS the Said Plot originally belonged to Mr. Stancy Fernandes and his brother Mr. Nicholas Fernandes and the name of Mr. Stancy Fernandes was entered in the handwritten form I and XIV.

AND WHEREAS, by a deed of Partition, between the two brothers, the Said Plot came to be allotted to said Mr. Nicholas Fernandes.

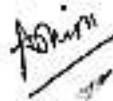
AND WHEREAS, Mr. Nicholas Fernandes expired leaving behind his 3 children as legal heirs:-

- I. Son:-Mr. Edward Fernandes;
- II. Son:-Mr. Joseph Fernandes married to Mrs. Maria Fernandes;
- III. Son:-Mr. Carlos Fernandes.

AND WHEREAS, the above said legal heirs vide sale deed dated 09.07.1984, registered as document no.879, Book No. 1, Volume No. 216 at pages 337 to 344 dated 29.10.1982, registered in the office of Sub registrar Mapusa, Bardez, Goa, sold the Said Plot to Mr. Mervin alias Marvin Caridade Gomes. The name of said Mr. Mervin alias Marvin Caridade Gomes was included in Form I and XIV accordingly.

AND WHEREAS, Mr. Mervin alias Marvin Caridade Gomes was married to Mrs. Jeanette Maria Gomes.

AND WHEREAS, Mr. Mervin alias Marvin Caridade Gomes and Mrs. Jeanette Maria Gomes had divided the Said Plot in 2 distinct parts, that is Plot A and Plot B, well demarcated at loco. The said Plot A is measuring 525 square meters and the said Plot B is measuring 500 Square meters.



AND WHEREAS, the said Plot A measuring 525 Square meters out of the entire SAID PLOT was sold by Mr. Mervin alias Marvin Caridade Gomes and Mrs. Jeanette Maria Gomes to Mr. Sunil Kumar Gumber and Mrs. Bhawna Gumber alias Bhavna Gumber vide sale deed dated 08<sup>th</sup> May 2012, registered in the office of Sub registrar Mapusa, Bardez vide registration no. BRZ-BK1-02259-2012, CD number BRZD325 on 02.06.2012.

AND WHEREAS, All that Plot "A", admeasuring 525m<sup>2</sup>, out of the entire SAID PLOT known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the Plot A measuring 525 m<sup>2</sup> out of the SAID PLOT shall hereinafter referred to as the "SAID PROPERTY", more particularly described in Schedule-II hereunder,

was sold by Mr. Sunil Kumar Gumber and Mrs. Bhawna Gumber alias Bhavna Gumber to Mr. Rohit Ahoja- the VENDOR herein vide sale deed dated 02.03.2017, bearing registration no. BRZ-BK-1-00792-2017, CD number BRZD785, dated 23.03.2017, registered in the office of Sub registrar Mapusa, Bardez.

AND WHEREAS, the subject matter of this sale deed is All that Plot "A", admeasuring 525 m<sup>2</sup>, out of the entire SAID PLOT, known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the Plot A measuring 525 m<sup>2</sup> out of the SAID PLOT shall hereinafter referred to as the "SAID PROPERTY", more particularly described in Schedule-II hereunder.

WHEREAS the VENDOR has represented to the PURCHASERS that the VENDOR is the sole and absolute owner in possession of the SAID PROPERTY including the rights and benefits attached thereto and no one else has any right, title or interest in the SAID PROPERTY and the VENDOR is absolutely seized and possessed of and otherwise well and sufficiently entitled to the SAID PROPERTY.

*Admin*

*Ref*

AND FURTHER WHEREAS, the VENDOR has further represented that:-

- a. The VENDOR has all the rights to deal with or dispose the SAID PROPERTY or part of it and the Vendor does not require any consent, permission or No Objection Certificate from any third Party.
- b. The VENDOR has not done, committed or omitted to do any acts, deeds, things, matter whereby or by any reason whereof the VENDOR is prevented or prohibited from dealing with, disposing of or transferring the Vendor's right, title and interest in respect of the SAID PROPERTY and/or part of it.
- c. The SAID PROPERTY is not subject to any lien, mortgage, charge, encumbrances, liability, litigation, adverse claim or lispendens and prior to the execution hereof and that the VENDOR has not entered into any contract, agreement or any other arrangement creating right, title, interest or otherwise in respect of the SAID PROPERTY and/or any part of it.
- d. The SAID PROPERTY is not a subject matter of any pending litigation nor of any attachment, either before or after judgment, and that there is no subsisting Order under any of the applicable laws which prohibits or prevent the VENDOR from dealing with or disposing of the SAID PROPERTY.
- e. There are no easementary rights created in favour of any third party under any document or by any covenant or by prescription in respect of and/or upon the SAID PROPERTY or any part thereof.
- f. No notice/s is/are pending against the VENDOR and/or any person on his behalf, whether from the local authorities or from the Government or otherwise, for requisition and/or acquisition of the SAID PROPERTY or any part thereof, and the VENDOR is entitled to sell and transfer the SAID PROPERTY to the PURCHASERS without any permission and/or consent.



*Allen*

*Admin*

*Soft*

- g. That the VENDOR has not entered into any Agreement for sale, transfer, lease or any other agreement/ MOU etc. with any other third party concerning the SAID PROPERTY nor has the VENDOR agreed to sell or encumber or mortgage the same in any manner whatsoever.
- h. No Notification is issued under any Ordinance Act, Statute/Rules or regulations affecting the SAID PROPERTY or acquiring the SAID PROPERTY whereby VENDOR is prevented from selling the SAID PROPERTY.
- i. That there are no outstanding taxes or any other outgoings payable in respect of the SAID PROPERTY as on the date of the execution of this sale deed and if any the same have been cleared by the VENDOR.
- j. That, the VENDOR has not mortgaged the SAID PROPERTY to any bank, financial institution or private financiers.



AND WHEREAS the VENDOR now for his bonafide needs, desires to Sell SAID PROPERTY.

AND WHEREAS the VENDOR is desirous to sell to the PURCHASERS and the PURCHASERS are desirous of purchasing from the VENDOR, All that Plot "A", admeasuring 525 m<sup>2</sup>, out of the entire SAID PLOT, known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the Plot A measuring 525 m<sup>2</sup> out of the SAID PLOT shall hereinafter referred to as the "SAID PROPERTY", more particularly described in Schedule-II hereunder mentioned, for a total consideration of Rs. 95,00,000/- (Rupees ninety five lacs only) free from all encumbrances, charges, demands whatsoever on the following terms and conditions.

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*



AND WHEREAS the North Goa Planning & Development Authority, having office at, Panaji, Goa have issued NOC under section 49 (6) dated 27/09/2019 bearing reference no. NGPDA/CAL/49(6)/406/903/19 for the sale of the above said plot no. A admeasuring 525 sq mts.

AND WHEREAS the VENDOR states that the SAID PROPERTY being conveyed to the PURCHASERS herein, is free from all encumbrances and/or defects in title and that the VENDOR has an absolute clear marketable title to the SAID PROPERTY and based on the said representation, the PURCHASERS have offered to purchase the SAID PROPERTY from the VENDOR free from all encumbrances and/or defect in title for a total consideration of a sum of Rs.95,00,000/- (Rupees ninety five lacs only).

FURTHER WHEREAS, the VENDOR doth hereby sells the SAID PROPERTY to the PURCHASERS herein, free from all encumbrances and/or defect in title for a consideration of Rs.95,00,000/- (Rupees ninety five lacs only) which is the market value of the SAID PROPERTY, and the PURCHASERS doth hereby purchase the SAID PROPERTY for the aforesaid consideration free from all encumbrances and/or defect in title.

NOW THIS CONVEYANCE WITNESSETH AS UNDER:-

1. That, the aforesaid recitals are made an integral part of this sale deed.
2. That in consideration of the payment of total sum of Rs.95,00,000/- (Rupees ninety five lacs only) paid by the PURCHASERS to the VENDOR in the following manner:-
  - A. A sum of Rs. 11,00,000/- (Rupees eleven Lacs only) has been paid by the VENDEES vide cheque no. 00089, dated 25.07.2019 from Bank of Baroda, Lajpat Nagar Branch, New Delhi to the VENDOR herein.
  - B. A sum of Rs. 14,00,000/- (Rupees Fourteen Lacs only) has been paid by the VENDEES vide DD No. 00091, from Bank of Baroda, Lajpat Nagar Branch, New Delhi to the VENDOR herein.
  - C. A sum of Rs. 9,00,000/- (Rupees Nine Lacs only) has been paid by the VENDEES vide DD No. 254838, dated 05.09.2019 from Bank of Baroda, Lajpat Nagar Branch, New Delhi to the VENDOR herein.

*[Handwritten signatures]*

- D. A sum of Rs. 9,00,000/- (Rupees Nine Lacs only) has been paid by the VENDEES vide DD No. 254834, dated 05.09.2019 from Bank of Baroda, Lajpat Nagar Branch, New Delhi to the VENDOR herein.
- E. A sum of Rs. 9,00,000/- (Rupees Nine Lacs only) has been paid by the VENDEES vide DD No. 254835, dated 05.09.2019 from Bank of Baroda, Lajpat Nagar Branch, New Delhi to the VENDOR herein.
- F. A sum of Rs. 9,00,000/- (Rupees Nine Lacs only) has been paid by the VENDEES vide DD No. 254836, dated 05.09.2019 from Bank of Baroda, Lajpat Nagar Branch, New Delhi to the VENDOR herein.
- G. A sum of Rs. 4,00,000/- (Rupees Four Lacs only) has been paid by the VENDEES vide DD No. 254839, dated 05.09.2019 from Bank of Baroda, Lajpat Nagar Branch, New Delhi to the VENDOR herein.
- H. A sum of Rs. 20,00,000/- (Rupees Twenty Lacs only) has been paid by the VENDEES vide Cheque No. 243017, dated 09.08.2019 from Axis Bank, Patel Nagar Branch, New Delhi to the VENDOR herein.
- I. A sum of Rs. 9,05,000/- (Rupees Nine Lacs five thousand only) has been paid by the VENDEES vide Cheque No. 242995, dated 05.10.19 from Axis Bank, Patel Nagar Branch, New Delhi to the VENDOR herein.
- J. Rs. 47,500/- (Rupees forty seven thousand five hundred only) deducted & paid as TDS vide challan no. 14988, dated 04.10.2019 which amount is received by the VENDOR from the Vendee no. 1;
- K. Rs. 47,500/- (Rupees forty seven thousand five hundred only) deducted & paid as TDS vide challan no. 40549, dated 04.10.2019 which amount is received by the VENDOR from the Vendee no. 2;
- which amount is received by the VENDOR from the PURCHASERS; which amount the VENDOR hereto does hereby admit and acknowledge and release and discharge the PURCHASERS of the same in full and the VENDOR as absolute Owner doth hereby conveys by way of sale unto the PURCHASERS the SAID PROPERTY, more particularly described in Schedule II hereunderalong with and together with the fruit bearing trees, along with access, ingress and egress on the access road, as well as all the easements, paths, right of way, privileges and appurtenants, belonging thereto, TOGETHER WITH all trees, fences, Compound, hedges, ditches, waters, ways, water courses, lights, liberties, privileges, easements and



8  
*[Handwritten signatures]*

Appurtenances whatsoever of and belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto, AND ALL the estate, right, title, interest, use, trust, inheritance, possession, benefit, claim and demand whatsoever, both at law and equity, whatsoever of the said VENDOR in or to the SAID PROPERTY, is hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto the PURCHASERS forever absolutely uninterruptedly together with all the title, deeds, writings, monuments, and other evidence of title as ordinarily pass on to such sale.

3. That, the VENDOR has today put the PURCHASERS in unconditional exclusive, peaceful, vacant, physical possession of the SAID PROPERTY to be held by the PURCHASERS forever without any harm or hindrance from the VENDOR and or any other person claiming through the VENDOR.



That, the VENDOR hereby covenants with the PURCHASERS as under:-

- (a)- That the SAID PROPERTY is free from encumbrances of any nature whatsoever.
  - (b). That the title of the VENDOR to the SAID PROPERTY is clear, legal, valid and marketable and is subsisting and the VENDOR is lawfully entitled to sell and alienate the same.
  - (c). That the 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 the VENDOR has not entered into an Agreement in respect of the SAID PROPERTY with anybody and that there are no tenants, sub-tenants or any other person holding any title, interest and/or rights of whatsoever nature in the SAID PROPERTY.
  - (d)- The VENDOR further declares and confirms that there is no dispute or suit pending in respect of the SAID PROPERTY in any Court of Law whatsoever;
5. That the SAID PROPERTY hereby conveyed shall at all times hereafter be possessed and enjoyed by the PURCHASERS peacefully and quietly without any claim or demand whatsoever from the VENDOR or any other person whomsoever. The PURCHASERS shall 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,

*APL*

*Adman*

*Stt*

interruption, claim or demand whatsoever from or by the VENDOR, or from or by any other person or person lawfully or equitably claiming by, from under, in the trust for them AND that the VENDOR shall free and clear and has freely, clearly and absolutely acquitted, exonerated, released and forever discharged the PURCHASERS in respect of the consideration of the SAID PROPERTY.

6. The VENDOR hereby declares and confirms that there is no notice/letter/correspondence pending in respect of the the SAID PROPERTY from the Village Panchayat, Town and country planning office, Revenue office or for that matter any other office, authority, local, state or central Government and its bodies

7. That, the VENDOR doth hereby gives its explicit and express consent to the PURCHASERS to get the name of the PURCHASERS recorded in the Survey Record of concerned Village Panchayat in respect of the SAID PROPERTY and for that purpose to conduct Mutation before the Appropriate Authority. The VENDOR does hereby further agree and assure the PURCHASERS to sign and execute all such other documents and give NOC for the above purpose as and when required by the PURCHASERS or any other Government body/ authority.

8. That the VENDOR shall at all times hereinafter indemnify and keep indemnified the PURCHASERS and their transferees against any loss, damages, costs, charges, expenses, if any suffered by reason of defect of title in the SAID PROPERTY, in respect of any claim being made by anybody to the SAID PROPERTY or any breach of the covenants or claim by any other heirs in respect of the SAID PROPERTY.

9. That, the VENDOR covenants with the PURCHASERS that if for any defect in title to the SAID PROPERTY or any defect in title to any part thereof, the PURCHASERS are deprived of the enjoyment of the same or any part thereof, the VENDOR shall make good the loss. The VENDOR doth hereby specifically indemnify the PURCHASERS against any losses so sustained by the PURCHASERS on account of any defect in the title of the property or for any reason if the SAID PROPERTY or any part thereof goes out of possession and title of the PURCHASERS, the VENDOR does hereby undertake to indemnify all such losses to the PURCHASERS.

*R. K. S.*

10

*Adm*

*TH*

10. That, the VENDOR undertakes to execute all documents, applications and/or transfer forms as shall be required in order to get the SAID PROPERTY transferred in the name of the said PURCHASERS.

11. That, the VENDOR, his legal heirs, successors, executors, administrators, and assigns undertake that, they shall, at all times hereafter, whenever called upon by the PURCHASERS, to come forward and do execute or cause to be done and executed all such further lawful and reasonable acts, deeds, matters, things and assurances whatsoever for further and more perfectly and absolutely granting and assuring the SAID PROPERTY (more particularly described in the Schedule-II hereunder) in the manner aforesaid as may be reasonably required.

12. That, the VENDOR hereby undertakes to, and give its consent to the PURCHASERS for obtaining the change of the relevant government records in the Survey and other registers so as to bring the SAID PROPERTY in their names in the said records, after the execution of the present Sale Deed.

13. That, all the estates, rights, title, interests, use, benefits, privileges, advantages, appurtenances, possession and easements whatsoever in respect of the SAID PROPERTY which is hereby delivered and sold and which is described in the Schedule II is also conveyed and every part thereof to the PURCHASERS so that the PURCHASERS shall enjoy the same as absolute owner hereinafter and forever.

14. That, the VENDOR hereby covenants with the PURCHASERS that the PURCHASERS may at all times hereafter quietly and peaceably continue to possess, enjoy, and receive the rents, issues, and profits thereof and every part thereof for their own use and benefit of the SAID PROPERTY without interruption or objection of whatsoever nature by the VENDOR or its predecessors in title or any other person claiming through or under the VENDOR or any person whomsoever.

15. That, the VENDOR agrees and renders itself liable to pay all the outgoings in respect of local and corporation taxes, and any other claims/dues in respect of the SAID PROPERTY, if any, prior to the date of execution of these presents and shall keep the interest of the PURCHASERS duly indemnified, held harmless, safe and unaffected in respect of the same.

*Praveen*

*Aditya*

*Subh*

16. That, the VENDOR assures the PURCHASERS, that there are no arrears of land tax or any other dues under the provisions of the Land Revenue Code or any other dues to the Village Panchayat or any Government or Semi - Government Authority against the SAID PROPERTY.

17. That the Schedules, and the plan if any hereunder written be treated as being integral part of this Deed of Sale.

18. That, by the virtue of this Sale Deed now the SAID PROPERTY shall be jointly owned and possessed by the VENDEES/ PURCHASERS in the ratio:-  
ASHISHMALHOTRA:- 50%

GAURAV KHATTAR:- 50%

19. That the SAID PROPERTY as described in the Schedules I AND II herein underwritten is believed to have been correctly described and if any error or omission in the aforesaid description be subsequently discovered the same shall not annul or invalidate this Deed of Sale and the parties hereto shall have the necessary correction, rectifications or amendments carried out.

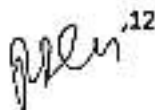
20. That, the VENDOR and the PURCHASERS hereby declare that the SAID PROPERTY in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.

21. The present fair Market value of the SAID PROPERTY is Rs. 95,00,000/- (Rupees ninety five lakhs only) and therefore the Stamp duty of Rs. 3,80,000/- (Rupees three lacs eighty thousand Only) has been paid and affixed hereto which is borne by the PURCHASERS.

22. That, the VENDOR has obtained the necessary and requisite NO OBJECTION CERTIFICATE from the North Goa Planning and Development Authority bearing Ref no. NGPDA/CAL/49 (G)/ 406/ 908/19 dated 27.09.2019 for sale of the SAID PROPERTY.

#### SCHEDULE - I

All that Plot known as "MUSSUNDI" situated at ward Porbavaddo, in the village of Calangate, Taluka and registration sub-district Bardez,

 12





District of North Goa, Goa, within the limits of Village Panchayat of Calangute, admeasuring 1025 square meters, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12, (hereinbefore referred to as the "SAID PLOT") District North Goa, GOA presently bounded as under:-

- North:- By the property of Mr. Fransisco Xavier Dias survey no. 370/11
- South:- By the property of Mr. Fransisco Xavier Dias and Domingos Salvador Jesus Dias, survey no. 370/13
- East:- By the property of Comunidade of Calangute, Surveyed under No. 370/3
- West:- By the properties of Joao Vitorin Fransisco Tavares and Manuelinho Tavares and the property of Alexinho Monteiro Surveyed under no. 370/7 and 370/9.

#### SCHEDULE -II

All that Plot "A", admeasuring 525m<sup>2</sup>, out of 1025 m<sup>2</sup> that is out of the entire SAID PLOT, known as "MUSSUNDI" situated at ward Forbavaddo, in the village of Calangute, Taluka and registration sub-district Bardez, District of North Goa, GOA within the limits of Village Panchayat of Calangute, bearing old survey no. 3432 and is surveyed in New Survey No. 370/12; the Plot A measuring 525 m<sup>2</sup> out of the SAID PLOT is hereinbefore referred to as the "SAID PROPERTY", District North Goa, GOA presently bounded as under:-

- North:- By the Property Survey No. 370/11
- South:- By the remaining part of same property i.e. Plot B
- East:- By the property Surveyed under No. 372/3
- West:- By the Access Road

IN WITNESS WHEREOF the VENDOR and the PURCHASERS have signed and executed this DEED OF SALE on the date, month and year mentioned hereinabove in the presence of the below mentioned two attesting witnesses,

*M. V. 13*

*Admin*

*Sub*

Signed and delivered by  
The within named VENDOR  
ROHIT AHOOJA



*Rohit*

ROHIT AHOOJA

R.H.F. Prints



1. \_\_\_\_\_



*Rohit*      Admin      *J.A.S.*



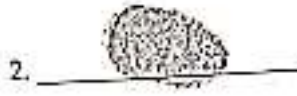
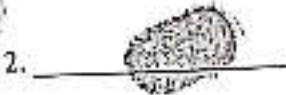
Signed and Delivered:  
By the PURCHASER/VENDEE NO.1  
ASHISH MALHOTRA



*Ashish*  
(MR. ASHISH MALHOTRA)

L.H.F. Prints

R.H.F. Prints



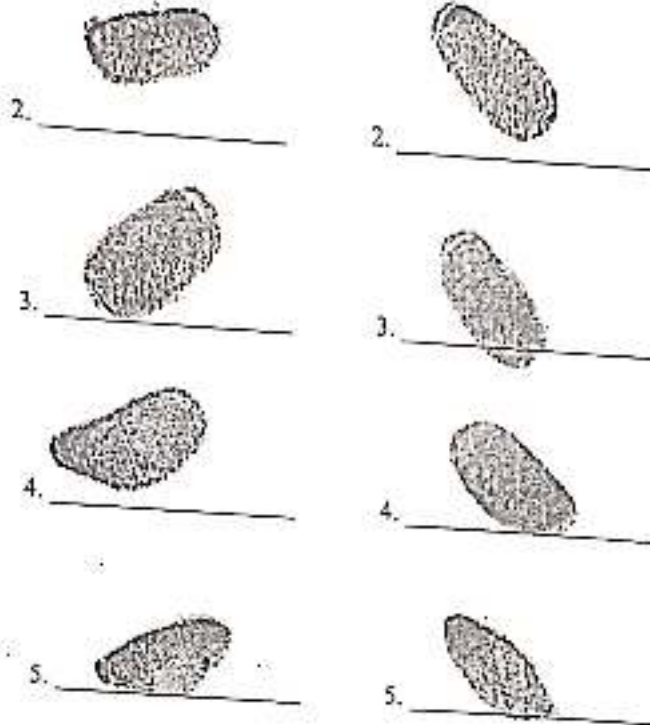
*Ashish* *Ashish* *Malhotra*

Signed and Delivered:  
By the PURCHASER/VENDEE NO.2  
GAURAV KHATTAR ALIAS GAURAV KHATTER



  
(MR. GAURAV KHATTAR ALIAS  
GAURAV KHATTER)

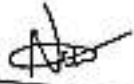
R.H.F. Prints



*Ashim*  
*Khattar*

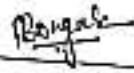
WITNESSES: -

1.

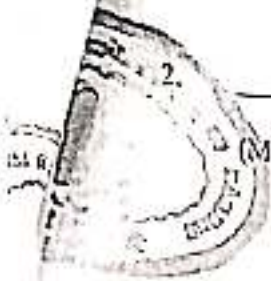


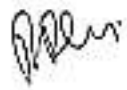
(Adv. Narayan Phatarpenkar)

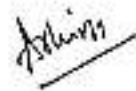
2.



(Ms. Rakshita Bongale)





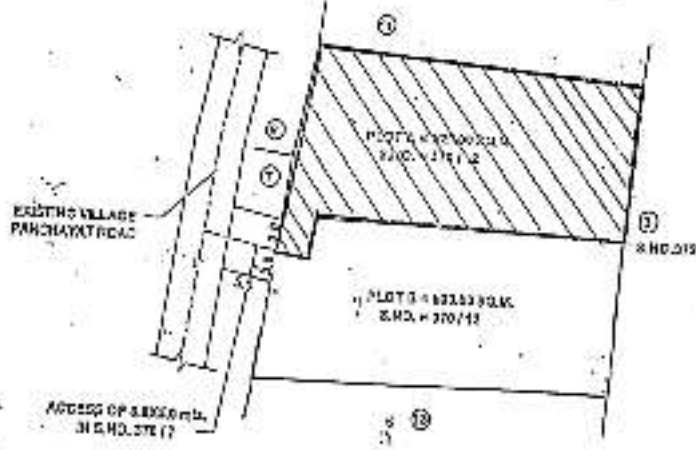




PLAN SHOWING PLOT A & PLOT B, IN S.NO. 370 / 12  
AT VILLAGE CALANGUTE BARDEZ TALUKA

TOTAL PLOT AREA = 1025.00 SQ.M.

AREA OF PLOT A = 625.00 SQ.M.  
AREA OF PLOT B = 399.99 SQ.M.



SITE PLAN  
Scale 1:200

*Q* *Plan* *Asm* *PK*



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 11-Oct-2019 11:10:04 am

Document Serial Number : - 2019-BRZ-3301

Presented at 10:10:25 am on 11-Oct-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	390000
2	Registration Fee	235000
3	Mutation Fees	1000
4	Processing Fee	440
Total		666440

Stamp Duty Paid : 380000



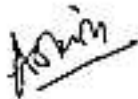



Stamp Duty Required : 380000

Presenter







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	GAURAV KHATTAR Alias GAURAV KHATTER, S/o - D/o Gyan Chand Khatter Alias Gyan Chand Khatter Age: 35. Marital Status: Married, Gender: Male, Occupation: Business, Address1 - House No. J-385 New Rajinder Nagar New Delhi, Address2 - PAN No.:			

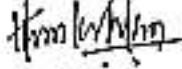
Executor

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ROHIT AHOOJA, S/o - D/o Balraj Kumar Ahoja Age: 50. Marital Status: Married, Gender: Male, Occupation: Business, Address1 - House No. C 40 Ground Floor Sarla Vihar New Delhi, Address2 - PAN No.:			

	Party Name and Address	Photo	Thumb	Signature
2	<b>ASHISH MALHOTRA</b> , S/o - D/o Ramesh Malhotra Age: 44, Marital Status: Married, Gender: Male, Occupation: Business, Address1 - House No N 81 Greater Kallash Part 1 New Delhi, Address2 - PAN No.: [REDACTED]			
3	<b>GAURAV KHATTAR</b> Alias GAURAV KHATTER, S/o - D/o Gyan Chand Khatter Alias Gyan Chand Khatter Age: 35, Marital Status: Married, Gender: Male, Occupation: Business, Address1 - House No. J-389 New Rajinder Nagar New Delhi, Address2 - PAN No.: [REDACTED]			

Witness:  
 I/We Individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<b>Rakshita Bongale</b> , 26, [REDACTED] ,radpyandp@gmail.com, Service, Marital status : Unmarried 403507, L-12, L-12, Tara Garden, Nr Saraswat Vidhyalaya Mapusa, Bardez, NorthGoa, Goa			
2	<b>Narayan Phatarpenkar</b> , 36, [REDACTED] ,radpyandp@gmail.com, Advocate, Marital status : Married 403521, Rai Siolim Bardez Goa, Rai Siolim Bardez Goa Siolim, Bardez, NorthGoa, Goa			

  
 Sub-Registrar  
 SUB-REGISTRAR  
 BARDEZ

Serial No:-2019-BRZ-3301

Book :- 1 Document

Registration Number :- BRZ-1-3235-2019

Date ; 11-Oct-2019



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

**SUB-REGISTRAR  
BARDEZ**

