

For CITIZEN CREDIT™  
CO-OP. BANK LTD.

*Rodrigues*  
Authorised Signatory

₹ Rupees Thirteen lakhs fourteen thousand Nine hundred

CITIZEN CREDIT CO-OP BANK LTD  
SURVEY NO. 125/2, PLOT NO. 158  
NEAR TEEN BUILDING  
ALTO, PORVORIM  
BARDEZ - GOA - 403521

भारत 17034  
139939

NON JUDICIAL गौजा  
SEP 15 2016



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D-5/STP(V)/C.R./35/34/2011-RD

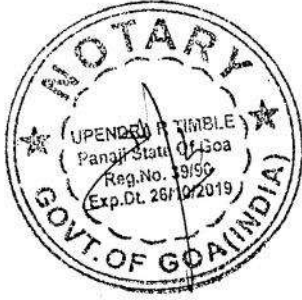
Rs. 1314900/- PB7147

INDIA

STAMP DUTY

GOA

Name of Purchaser ADWALPARKER CONSTRUCTIONS & RESORTS PVT LTD



Sr. No. 2198/2016  
15/9/16

DEED OF SALE

THIS DEED OF SALE is made at Panaji on this 15<sup>th</sup> day of September of the year Two Thousand and Sixteen

*Rodrigues*  
*Rodrigues*

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BETWEEN

**MRS. RAYNA MARIA DEABREU alias D'ABREU**, widow of late Martinho Ambrosio de Abreu alias D'Abreu, 69 years of age, housewife, holder of PAN card bearing no.ASHPD3980F, resident of 502 Valhalla, 2 Rebello Road, Bandra West, Mumbai 400 050,

2. **MRS. ERINA MARIE DEABREU alias ERINA MARIE D'SOUZA**, daughter of late Martinho Ambrosio de Abreu alias D'Abreu, 41 years of age, married, service, holder of PAN card bearing no. AHVPD2953P, her husband

3. **MR. AJAY LAWRENCE DSOUZA**, son of Larence Augustine Dsouza, 41 years of age, married, service, holder of PAN card bearing no.ANQPD2563G, resident of H.NO. 410, 5<sup>th</sup> C Main, 2<sup>nd</sup> Block, HRBR Layout, Kamanna Halli, Kalyan Nagar, Bangalore 560 043.

4. **MRS. KIMANN JUDITH DEABREU alias D'ABREU alias KIMANN JUDITH PEREIRA**, daughter of late Martinho Ambrosio de Abreu alias D'Abreu, 37 years of age, married, service, holder of PAN card bearing no.AILPD9673M, and her husband

5. **MR. LYNDON JOEL PEREIRA**, son of Joseph Pereira, married, <sup>38 years</sup> service, holder of PAN card bearing no.AKCPP0271E, resident of House No. 7, Rajan Area, 1<sup>st</sup> floor, off Carter Road, Near Carter Apts, Bandra (W), Mumbai 50, all Indian Nationals, parties parties at sr. no: 2, 3, 4 and 5 are represented herein by party at serial no: 1 by virtue of a Power of Attorney executed before Notary of Mumbai A.K.Yadav, under Reg.No.3131 dated 15/11/2011 and a power of Attorney executed before Notary of Goa Smt. Amina Shaikh alias Phadte, vide Reg. No. 2834 dated 20.04.2015, hereinafter referred to and called as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, executors, administrators and assigns) of the **FIRST PART**

*(Signature)*  
*(Signature)*



AND

**ADWALPALKAR CONSTRUCTIONS AND RESORTS PRIVATE LIMITED**, incorporated under the Companies Act, 1956, holding PAN card bearing no. AAICA6765F, having its registered office at Adwalpalkar Avenue, St. Inez, Panjim, Goa and represented herein by its Director MR. MAHESH RAMAKANT ADWALPALKAR, son of late Ramakant S. Adwalpalkar, 60 years of age, married, businessman, holder of PAN card bearing no. ACKPA3868J, Indian National, resident of "Indira Horizon Residency", Dona Paula, Goa, hereinafter called "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall include its executors, administrators and assigns) of the **SECOND PART**

AND

MR. RALPH DE SOUSA, 64 years of age, son of late Cipriano de Souza, married, businessman, holder of PAN card bearing no. AEIPD8708G, Indian National, resident of H.No.2, Abreu Wado, Saligao, Bardez-Goa, of the **SECOND PART** hereinafter called the "**CONFIRMING PARTY**" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include his heirs, legal, representatives, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS there exists an immovable property known as "METADE DE QUARTA ADDIÇÃO DE POSREABHAT"/"MATADALE UTTU ADDICAO DE POSREBHAT" or "METADALE u.a.p. Bhat", situated in the Village of Bambolim, within the limits of the Village Panchayat of Bambolim, Taluka and Sub District of Tiswadi, District of North Goa, State of Goa, being half (metade) of the fourth (quarta) addition (addição) of property Posreabhat described in the Land Registration Office of Tiswadi (Ilhas) under no.6006 at page 72 of Book B 16 new, not enrolled in the Taluka Revenue Office, surveyed under Survey No. 101 Sub Division 2 of Village Bambolim, Tiswadi Taluka, North Goa, totally admeasuring 5625 square metres which property hereinafter referred to as "**THE SAID**

*R. Ralph*



PROPERTY" and more specifically described in SCHEDULE I hereunder

AND WHEREAS the said property originally belonged to Mr. Joao Manuel De Abreu alias Joaquim Santana De Abreu and his wife Mrs. Philomena De Abreu.

AND WHEREAS the said property is found inscribed in the name of the said Joaquim Santana de Abreu under inscription no.7515 at page 20 of Book G- 17 in the Land Registration Records of Ilhas.

AND WHEREAS on the death of the said Joao Manuel De Abreu alias Joaquim Santana De Abreu and his wife Mrs. Philomena De Abreu, the said property was subject matter of Inventory Proceedings bearing No.21/07/A instituted before the Court of the Civil Judge Senior Division at Ponda and was described at item No.1 of the Description of Assets.

AND WHEREAS by a Chart of Allotment confirmed by Order dated 30.4.2007 of the Honourable Civil Judge Senior Division at Ponda in the said Inventory Proceedings no.21/07/A, the said property was allotted to Martinho Ambrosio de Abreu alias D'Abreu married to Mrs. Rayna Maria de Abreu alias D'Abreu.

AND WHEREAS the structures existing in the said property were occupied by one Parvati alias Gomati Andrade.

AND WHEREAS a dispute arose between the said Martinho Ambrosio Abreu and the said Parvati alias Gomati Andrade and others which resulted in filing of against 1. Smt. Parvati alias Gomati Andrade, 2. Shri Chandrakant Andrade, 3. Smt. Chandrakant Andrade, 4. Shri Suryakant Andrade and 5. Smt. Kashi Mangueshkar for declaration, eviction, demolition, mesne profits and consequential relief which suit came to be dismissed.

*Re. Rajhuz*



AND WHEREAS an appeal bearing Regular Civil Appeal No-89/2013 was filed in the Court of Adhoc District Judge -1 Velho Building, Panaji, Goa.

AND WHEREAS on the death of the said Martinho Ambrosio de Abreu the said proceedings have been continued and prosecuted by the Vendors herein and the said Calla Amberina de Abreu.

AND WHEREAS the said Martinho Ambrosio de Abreu and his wife the vendor at serial no.1 had engaged the services of the confirming party to look after their interest in the said suit against the said Parvati alias Gomati Andrade with the commitment that on finalization of the said proceedings they would sell and convey the said property to the confirming party at the market rate prevailing at the point of time of execution of the sale deed.

AND WHEREAS the Vendors appointed the Confirming Party as their duly constituted attorney by a document of Power of Attorney executed on 21.12.2014 and registered under no.2428 dated 21/12/2014 with Notary Nilima V. Shah, of Bandra (West), Mumbai.

AND WHEREAS by compromise terms filed on 19.3.2015 before the Honourable Ad-Hoc District Judge I at Panaji in Regular Civil Appeal No.89/2013, the heirs of the said Parvati alias Gomati Andrade and others were to be allotted a plot of 500 square metres in the said property and monetary compensation for removal of all encroachments from the said property beyond the plot agreed to be conveyed to them.

AND WHEREAS the said appeal came to be decreed on 10.2.2016.

AND WHEREAS on removal of all the encroachments from the said property, the Vendors executed a Deed of Transfer & Conveyance dated 24/08/2016 and registered with the Civil Registrar cum Sub Registrar and Notary Ex-Officio of Ilhas at Panaji at Book -1 Document, Registration No: PNJ-BK1-01955-2016, CD Number PNJD52 dated 24/08/2016 conveying the said plot to the said heirs of the said Parvati alias Gomati Andrade and

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others and also paid the entire monetary consideration which plot is demarcated as plot "A" in the plan annexed hereto.

AND WHEREAS the confirming party is therefore entitled to the purchase of the balance area admeasuring 5125 sq.mts delineated in red lines in the plan annexed hereto, marked with letter "B", more particularly described in the Schedule II hereinunder written and hereinafter referred to as THE SAID PLOT B.

AND WHEREAS the said Martinho Ambrosio de Abreu alias D'Abreu expired at Mumbai on-3.12.2010 leaving behind the said Rayna Maria de Abreu alias D'Abreu (vendor at serial no.1) as his widow, half sharer and moiety holder and the following sole and universal heirs:

1. Mrs. Erina Marie de Abreu alias D'Abreu married to Ajay D'Souza (Vendors no. 2 and 3).
2. Mrs. Kimann Judith de Abreu alias D'Abreu alias Kimann Judith Pereira married to Lyndon Pereira (vendors no.4 and 5).
3. Ms. Calla Amberina de Abreu alias D'Abreu, divorcee.

AND WHEREAS the qualification of the aforesaid heirs is confirmed by a Deed of Succession and Qualification executed on 24.2.2011 before the Civil Registrar cum Sub Registrar and Notary Ex-Officio of Ponda at pages 90 to 91v of Book No.404 of Deeds in that office.

AND WHEREAS the Vendors alongwith the said Calla Amberina de Abreu are the co owners in possession of the said Plot admeasuring 5125 sq.mtrs. as follows:

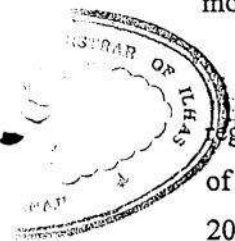
- a) Mrs. Rayna Maria de Abreu -  $\frac{1}{2}$  or 50% or 2562.50 square meters.
- b) Mrs. Erina Marie D'Souza married to Ajay D'Souza -  $\frac{1}{6}$ <sup>th</sup> or 16.66% or 854.16 square meters.
- c) Kimann Judith Pereira married to Lyndon Pereira -  $\frac{1}{6}$ <sup>th</sup> or 16.66% or 854.17 square meters.
- d) Ms. Calla Amberina de Abreu -  $\frac{1}{6}$ <sup>th</sup> or 16.66% or 854.17 square meters.

*R. Raju*

*H+*



AND WHEREAS by a Deed of Gift executed on 7.12.2015 and registered with the Civil Registrar cum Sub Registrar and Notary Ex-Officio of Ilhas at Panaji at Book -1 Document, registration no: PNJ-BK1-02988-2015, CD Number PNJD44 on 7.12.2015 read with Deed of Rectification executed on 8.12.2015 and registered with the Civil Registrar cum Sub Registrar and Notary Ex-Officio of Ilhas at Panaji at Book -1 Document, registration no: PNJ-BK1-03007-2015, CD Number PNJD44 on 8.12.2015 the said Ms. Calla Amberina de Abreu gifted 3/4ths of her 1/6<sup>th</sup> or 3/24 or 12.5% share in the said plot, equivalent to 640.63 square meters to her mother, the said Vendor at Sr. no: I-abovenamed.



AND WHEREAS by a Sale Deed also executed on 17.12.2015 and registered with the Civil Registrar cum Sub Registrar and Notary Ex-Officio of Ilhas at Panaji at Book -1 Document, registration no: PNJ-BK1-03107-2015, CD Number PNJD44 on 7.12.2015 sold her balance 1/4<sup>th</sup> of 1/6<sup>th</sup> or 1/24 or 4.17% share in the said plot, equivalent to 213.54 square meters, to the Purchaser abovenamed.

AND WHEREAS the Vendors do hereby confirm that the said Ms. Calla Amberina de Abreu has no further right to the said property.

AND WHEREAS the Vendors are therefore the owners to the extent of 23/24<sup>th</sup> or 95.83% equivalent to 4911.46 square metres undivided share in the said plot.

AND WHEREAS the purchaser with the concurrence of the confirming party proposed to the vendors to purchase the 23/24ths or 95.83% equivalent to 4911.46 square metres of the said plot admeasuring 5125 sq.mts for a consideration of Rs.6,26,24,905/- (Rupees Six Cores Twenty Six lakhs Twenty Four Thousand Nine Hundred and Five Only) payable by the purchaser to the vendors and the confirming party and the vendors agreed to the said proposal and an Agreement of Sale was executed on 17.12.2015 and registered before the Civil Registrar cum Sub Registrar and Notary Ex-Officio of Ilhas at Panaji at Book -1 Document, under registration no: PNJ-BK1-03106-2015, CD Number PNJD44 on 17.12.2015,

*R. Raju*  
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To the vendors bank transfer bearing reference no: BI-353428 on 15.12.2015 from Bank of India to Bank of India.

b) A sum of Rs.1,56,56,226.00/- (Rupees One Crore Fifty Six Lakhs Fifty Six Thousand Two Hundred and Twenty Six Only) is paid by the purchaser to the vendors bank on 16/03/16 from Union Bank of India.

c) A sum of Rs.3,06,86,203/- (Rupees Three Crores Six Lakh Eighty Six Thousand Two Hundred and Three Only) is paid by the purchaser to the vendors bank by transfer under UTR no: UBINH16256530851 on 12/09/2016 from Union Bank of India to Bank of India.

The Vendors acknowledges the receipt thereof.

d) Tax deducted at source (TDS) vide different challans 1) Certificate No. XRZRPYJ for an amount of Rs.1,56,563/- vide Challan No.02889, BSR Code 0510308 dated 17/12/15, 2) Certificate No. XILYQKN for an amount of Rs.1,56,562.26/- vide Challan No.03531, BSR Code 0510308 dated 02/05/16, 3) vide challan No.280, BSR Code 0510308, dated 13/9/2016 in HDFC Bank Ltd. for an amount of Rs.3,13,123/- and total amount of Rs.6,26,249/- (Rupees Six Lakh Twenty Six Thousand Two Hundred and Forty Nine Only), favoring the Vendors.

2. That the vendors on the execution of this Deed of Sale hand over vacant and peaceful possession of the said plot in favour of the purchaser.

3. That in case any defect is found in the title of the vendors in the said plot hereby sold and/or in the present conveyance then the vendors do hereby agree and undertake to obtain necessary clearance and execute necessary deeds and papers at the request of the purchaser for more perfectly conveying the said property/plot sold unto the purchaser.

4. That the price paid corresponds to the market value of the said property.

5. That the vendors do hereby assure the Purchaser that the property hereby sold is free from any encumbrances whatsoever and the vendors have absolute title and exclusive right to convey the said property by way of sale.

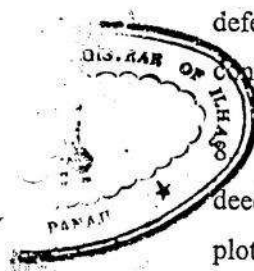



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6. That on the execution of this Deed of Sale the purchaser shall and may at all times hereinafter peacefully and quietly enter into, and possess the said property hereby sold without any hindrance, claim, interruption or demand whatsoever from the vendors or from any person claiming through or under them.

7. That the vendors and its successors shall at all times hereinafter indemnify and keep indemnified the purchaser and their transferees against any loss, damages, costs, charges, expenses, if any, suffered by reason of any defect in title of the vendors or any breach of the covenants hereunder contained.



That the Confirming Party does hereby confirm and ratify this sale deed and further states that he has surrender his right to purchase the said plot that had accrued to him.

9. That the parties hereto do not belong to schedule caste or tribe in terms of Notification No: RD/LND/LRC/318/77 dated 21.8.1978 published in Official Gazette Series II No: 21 dated 24.8.1978.

10. Consideration of the said plot is Rs.6,26,24,905/- (Rupees Six Cores Twenty Six lakhs Twenty Four Thousand Nine Hundred and Five Only) which is a fair market value of the said plot.

11. That vide aforesaid Agreement For Sale dated 17/12/2015 of the said plot an amount of Rs.18,16,500 (Rupees Eighteen Lakhs Sixteen Thousand Five Hundred Only) has been paid towards the stamp duty and accordingly the balance of stamp duty of Rs.13,14,900/- (Rupees Thirteen Lakhs Fourteen Thousand Nine Hundred Only) is paid herewith.

*(Signature)*  
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**SCHEDULE I**

**(DESCRIPTION OF THE SAID PROPERTY)**

All that property known as "METADE DE QUARTA ADDIÇÃO DE POSREABHAT"/"MATADALE UTTU ADDICAO DE POSREBHAT" or "METADALE u.a.p. Bhat", situated in the Village of Bambolim, within the limits of the Village Panchayat of Bambolim, Taluka and Sub District of Tiswadi, District of North Goa, State of Goa, being half (metade) of the fourth (quarta) addition (addição) of property Posreabhat described in the Land Registration Office of Tiswadi (Ilhas) under no.6006 at page 72 of Book B 16 new, not enrolled in the Taluka Revenue Office, surveyed under Survey No. 101 Sub Division 2 of Village Bambolim, Tiswadi Taluka, North Goa, totally admeasuring 5625 square metres which property is bounded as under:

EAST: By property bearing survey no.102/1  
 WEST: By property bearing survey no.101/1  
 NORTH: By road  
 SOUTH: By property bearing survey no.101/3

**SCHEDULE II**

**(DESCRIPTION OF THE SAID PLOT B)**

All that part admeasuring 5125 sq.mts being part of the property described in Schedule I hereinabove written which part is marked with letter "B", delineated in red lines in the plan annexed hereto and does not include a part of 500 sq.mts of the said property described in Schedule I hereinabove written which part of 500 metres is marked with letter "A" and delineated in blue lines in the plot annexed hereto and the part/plot "B" which is the subject matter of this deed is bounded as under:

EAST: By property bearing survey no.102/1 and the part the property allotted to the heirs of Parvati alias Gomati Andrade.  
 WEST: By property bearing survey no.101/1  
 NORTH: By road and the part of the property allotted to the heirs of Parvati alias Gomati Andrade.  
 SOUTH: By property bearing survey no.101/3.

*Re. Rajeev*  
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**SCHEDULE III**  
**(DESCRIPTION OF THE SAID PLOT)**

All that part admeasuring 4911.46 sq.mts out of 5125 sq.mts being part of the property described in Schedule I hereinabove written which part is delineated in red lines in the plan annexed hereto and the part admeasuring 5125 sq.mts which is the subject matter of this understanding is bounded as under:

**EAST:** By property bearing survey no.102/1 and the part the property allotted to the heirs of Parvati alias Gomati Andrade.

**WEST:** By property bearing survey no.101/1

**NORTH:** By road and the part of the property allotted to the heirs of Parvati alias Gomati Andrade.

**SOUTH:** By property bearing survey no.101/3.

The undivided right to the said plot hereby sold corresponds to 4911.46 square metres.

**IN THE WITNESSES WHEREOF** the parties herein have signed this deed of Sale on the day, month and year first above mentioned in the presence of witnesses.

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SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER "ADWALPALKAR CONSTRUCTIONS AND RESORTS PRIVATE LIMITED" THROUGH ITS DIRECTOR MR. MAHESH R. ADWAPALKAR






*[Handwritten signature]*






MR. MAHESH R. ADWAPALKAR



H.F.P.



- 1. 
- 2. 
- 3. 
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- 1. 
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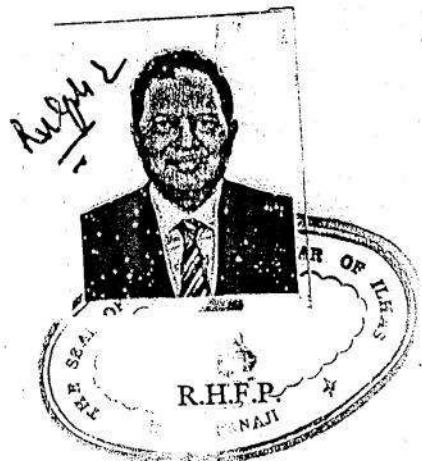
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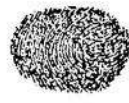

  
 THE CONFIRMING PARTY:

(MR. RALPH DE SOUSA)

L.H.F.P.



 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

 1. \_\_\_\_\_  
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WITNESSES:

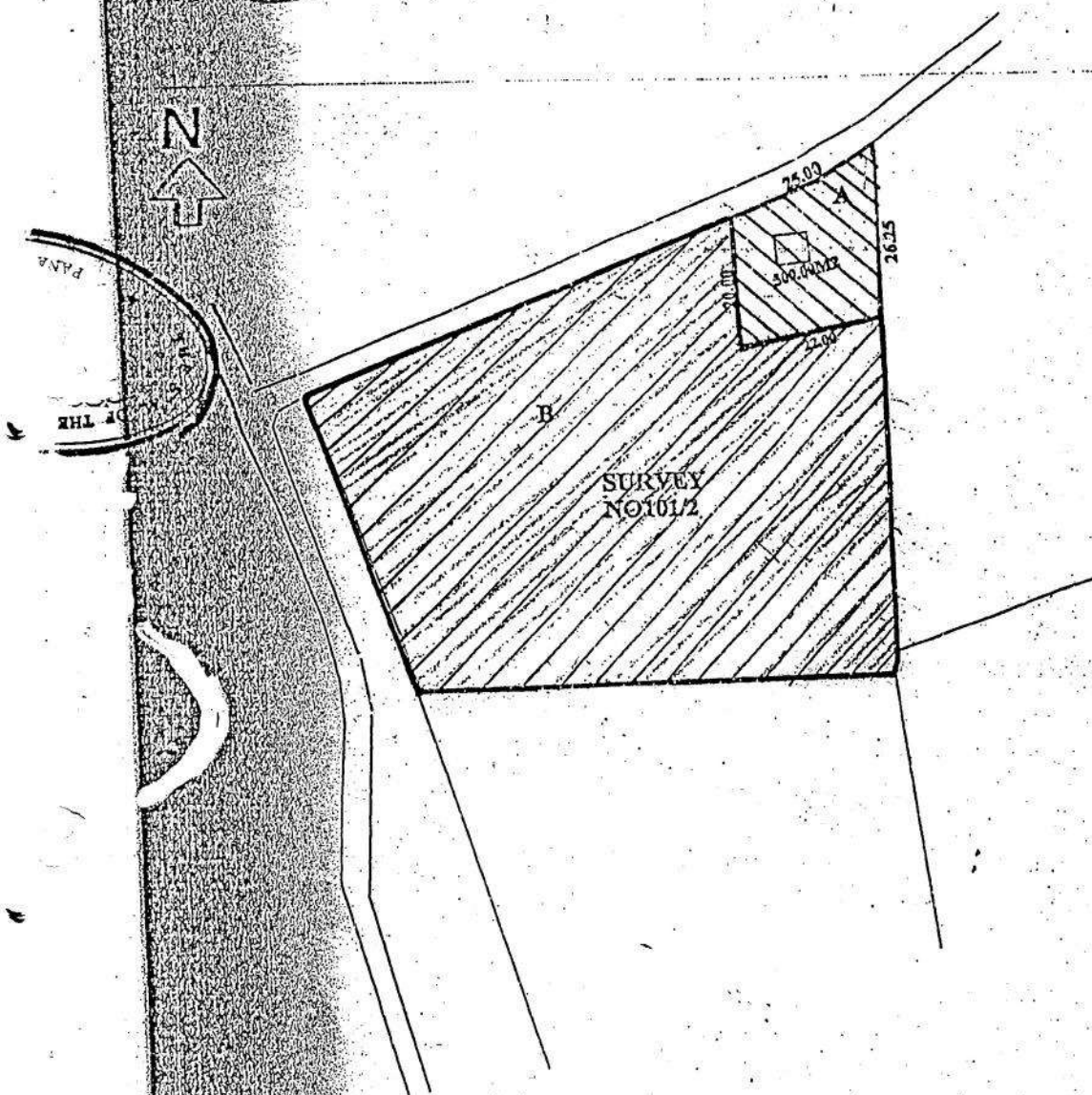
1. Adv. Sanayona Haldankar Haldankar
2. Adv. Rachita R. Dabhale Dabhale




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Office of Sub-Registrar Ilhas/Tiswadi



PLAN SHOWING SURVEY NO 101/2 OF BAMBOLIM VILLAGE TISWADI TALUKA

*Handwritten signature and initials*



Office of Sub-Registrar Ilhas/Tiswadi  
Government of Goa

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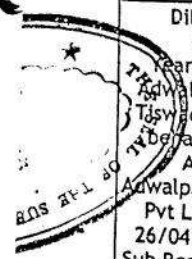
Document Serial Number : 2198

Presented at 12:14:00 PM on 15-09-2016 in the office of the Sub-Registrar (Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	2505050.00
2	Processing Fees	530.00
	<b>Total :</b>	<b>2505580.00</b>

Stamp Duty Required: 1314760.00      Stamp Duty Paid: 1314900.00

Dilip Naik presenter



Name	Photo	Thumb Impression	Signature
Dilip Naik, S/o Krishna Naik, Married, Indian, age 53 years, Service, r/o Flat No. 206, Adwalpalkar Residency, Taleigao, Tiswadi-Goa. Admits execution on behalf of Purchaser Mr. Mahesh Adwalpalkar-Director of Adwalpalkar Constructions & Resorts Pvt Ltd., Panaji vide POA dated 26/04/2011, executed before the Sub Registrar of Ilhas, Panaji, under Serial No. 35/2011.			




Endorsements

Executant

1 . Ralph de Sousa, S/o late Cipriano de Souza, Married, Indian, age 64 Years, Business, r/oH. no. 2, Abreu Wado, Saligao Bardez Goa Pan no. AEIPD8708G. The Confirming party.

Photo	Thumb Impression	Signature

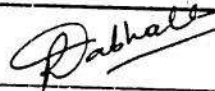
2. Rayna Maria DeAbreu alias D'Abreu, W/o Late Martinho Ambrosio de Abreu alias D'Abreu, Widow, Indian, age 69 Years, House-Wife, r/o 502 Valhalla, 2 Rebello Road, Bandra (W), Mumbai-400050 PAN No. ASHPD3980F. For Self as the Vendor no. 1 and as P.O.A holder of the Vendor no. 2 and 3 (Erina Maria De alias Erina Marie D'Souza and Ajay Lawrence Dsouza) vide POA dated 20/04/2015, executed before the Notary Adv. Amina Shaikh alias Phadte under Reg no. 2834 dt 20/04/2015 and also P.O.A holder for the Vendor no. 4 and 5 (Kimann Judith DeAbreu and Lyndon Joel Pereira) vide P.O.A dt 15/11/2011 executed before the Notary A. K. Yadav at Mumbai under Sr no: 3131/2011.

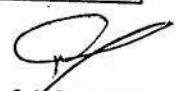
Photo	Thumb Impression	Signature
		

3. Dilip Naik, S/o Krishna Naik, Married, Indian, age 53 Years, Service, r/o Flat No. 206, Adwalpalkar Residency, Taleigao, Tiswadi-Goa. Admits execution on behalf of Purchaser Mr. Mahesh Adwalpalkar-Director of Adwalpalkar Constructions & Resorts Pvt Ltd., Panaji vide POA dated 26/04/2011, executed before the Sub Registrar of Ilhas, Panaji, under Serial No. 35/2011.

Photo	Thumb Impression	Signature
		



Sr No.	Witness Details	Signature
1	Adv. Rachita Ramkrishna Dabhale, D/o Ramkrishna Dabhale, Married, Indian, age 28 Years, Advocate, r/o H. no. 95. Ukasaim Bardez Goa	

  
Sub-Registrar

SUB-REGISTRAR  
ILHAS

Denotation of Stamp :

I hereby certify that on production of the original document. I have satisfied myself that the stamp duty of Rs. 1816500/- has been paid thereon.

TDS paid on 17/12/2015 of Rs. 156563/-, dated 02/05/2016 of Rs. 156562.26/- and dated 13/09/2016 of Rs. 313123/- through HDFC Bank.

Scanned By:-

Signature:-



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Book-1 Document  
 Registration Number PNJ-BK1-02115-2016  
 CD Number PNJD52 on  
 Date 16-09-2016

Sub-Registrar (Ilhas/Tiswadi)

Scanned By:-

*Prishna*

ILHAS

Signature:-

Designed and Developed by C-DAC, ACTS, Pune



TRUE COPY

U. R. Timble  
 Reg. No. 26131 dated 03/10/2016  
 NOTARY  
 PANAJI STATE OF GOA (INDIA)