

NKGSB CO-OP. BANK LTD.
Ponda, Goa Branch

[Signature]
Officer / Manager

NKGSB Co-Operative Bank Ltd
(Multi State Scheduled Bank)
Ponda Branch, Royal House
Kaziwada, Ponda-Goa-403 401

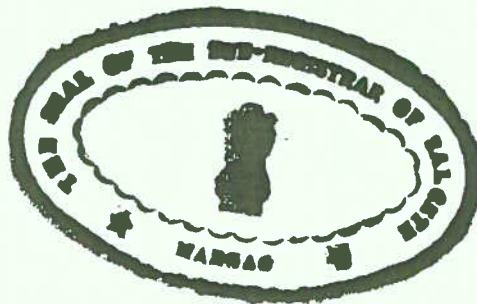
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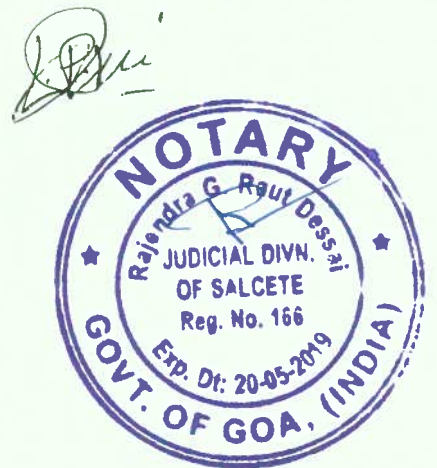
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Ameya Suresh Dessai *[Signature]*



DEED OF SALE

[Signature] Hemant *[Signature]* Dessai



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THIS **DEED OF SALE** is made and executed at Margao, Goa on this day of 27th of July of the year Two thousand Seventeen (27/07/2017)

BETWEEN

1. **MR. BENEDICTO alias BENEDICT JOSEPH FERNANDES**, son of Joseph Peter Fernandes, aged 72 years, business, married, Indian National, PAN Card No. AAAPF4403G, Aadhar Card No.990918100610, Mob.:- 9823338108 and his wife

2. **MRS. ALMA NANFA FERNANDES**, daughter of Anton Jose Fernandes, aged 69 years, Housewife, married, holder of PAN Card No. ABGPF9218A, Aadhar Card No. 647345735656, Mob.:- 9823338108, both resident of House No. T/112, H.B. Gawde Marg, Juhu Koliwada, Santacruz West, Juhu, Mumbai, Maharashtra and both collectively hereinafter referred to as the **"VENDORS"** (which expression unless repugnant to the context shall mean and include their legal heirs, legal representatives, successors-in-interest, executors and assigns) of the **FIRST PART;**



AND

A. **MRS. LATA SURESH DESSAI alias SUCHITA SURESH DESSAI**, wife of late Suresh Dessai, aged 62 years, retired, widow, holder of PAN Card No. AIMPP2074K, Aadhar Card No. 556618225393, Mob. No.:- 9049981215

[Handwritten signatures: Suresh, Alma, and Lata]





B. **MR. AMEYA SURESH DESSAI**, son of late Mr. Suresh Jairam Desai, aged 29 years, business, married, holder of PAN Card No.:AKBPD8504H, Aadhar Card No.:879541644397, Mob.: -9049981215 and his wife,

C. **MRS. SNEHA AMEYA DESSAI** alias **SNEHA SADA RAUT DESSAI**, daughter of Mr. Sada Raut Dessai, aged 26 years, Housewife, married, holder of PAN Card No.:BIZPR9749B, Aadhar Card No.:269794343256, Mob.: - 9049981215, All are resident of Flat No. A1/3, Bldg A, Supreme Park, Behind Power House, Aquem- Alto, Margao, Salcete, Goa and collectively hereinafter referred to as **"PURCHASERS"** (which expression shall, unless repugnant or contrary to the context or meaning thereof, shall mean and include all their heirs, legal representatives, executors and assigns) of the **SECOND PART**.



The PURCHASER NO.3 namely Mrs. Sneha Ameya Dessai is represented herein by her husband namely Mr. Ameya Dessai as Constituted Attorney by virtue of document of General Power of Attorney dated 03/05/2017 executed before the Notary Adv. Mr. Rajendra Raut Dessai, Margao under the Registration No. 28264/2017, which General Power of Attorney is valid, subsisting and not revoked.

WHEREAS the VENDORS have jointly and severally represented and declared to the PURCHASERS as under :

- a. That there exist landed property named as "FURANDONGOR" also named as "FURANDONGORO" situated partly within the Village Panchayat of Curtorim and within the Village Panchayat of Sao Jose de Areal, Taluka and Sub District of Salcete, District of South Goa,

[Handwritten signatures and names: "Hernandes", "Dessai", and "L. Raut"]





State of Goa, described in the Land Registration office under No. 2674, old series and enrolled in the Land Revenue office of Salcete under No. 732 and identified in the records of rights of Curtorim village Survey No. 448/0 (village Curtorim) and Sao Jose De Areal village under and Survey Nos. 28 and 29 (village Sao Jose de Areal) which property is hereinafter referred to as the Said Entire Property.

- b. The Said Entire Property is bounded On the East by the Land of Comunidade of Curtorim and others, On the West by the Land of Comunidade of Margao, Comunidade of Davorlim and others, On the North by a Hill top and On the South by a Road, by Land of Comunidade of Sao Jose de Areal and others.



- c. Ms. Ermina Fernandes and others filed a Civil Suit being Special Civil Suit No. 242/1985/A in the Court of Civil Judge Senior Division, Margao against Avelina Gomes and others for partition of the Said Entire Property wherein the Hon'ble Court passed a Preliminary Decree dated 28th February 1986 declaring the shares of the parties of the suit and appointing Mr. Anthony Diniz, Engineer as Commissioner to divide the Said Entire Property as per the shares of the respective Parties mentioned therein.
- d. Based upon the Preliminary Decree dated 28th February 1986, the Commissioner Mr. Anthony Diniz, Engineer divided the Said Entire Property into the sub divided plots and submitted the Commissioner Report with the plan to the Hon'ble Court in the Special Civil Suit No. 242 of 1985/A .

[Handwritten signatures]
 Fernandes Aessad [Signature]





- e. The Hon'ble Court passed an Judgment and Decree dated 26th June 1986 in the Special Civil Suit No. 242 of 1985/A based upon the Commissioner Report of Mr. Anthony Diniz and accordingly the plots carved out from the Said Entire Property allotted to the respective parties of the Suit in accordance with their respective shares.
- f. In terms of Judgment and Decree Passed dated 26th June 1986 in the Special Civil Suit No. 242 of 1985/A, Dr. Harmano dos Remedios Rodrigues and his wife Mrs. Marta Viegas (who are owners of 1/8th share of the Said Entire Property) was allotted the total area of 42,897.50 square metres being identified by letter "B" comprises of 7 (seven) Plots situated within the limits of Village Panchayat of Curtorim surveyed under Survey No. 448/0 of Curtorim village, Salcete Taluka;
- g. The area of the Said Plot B comprises of seven plots is as under :-
 - i. 14,934.00 square metres
 - ii. 219.15 square metres
 - iii. 10,803.90 square metres
 - iv. 3,345.00 square metres
 - v. 2,711.00 square metres
 - vi. 10,478.15 square metres
 - vii. 406.30 square metres
- h. Dr. Harmano dos Remedios Rodrigues and his wife Mrs. Marta Viegas entered into an Agreement for Sale dated









27/12/1983 with Mr. Inesio Almeida Coutinho, Managing Partner of M/s Reliance Real Estates for sale of their 1/8th share in the Said Entire Property .



- i. Pursuant to allotments of Plot B (42,897.50 square metres) to Dr. Harmano dos Remedios Rodrigues and his wife Mrs. Marta Viegas, M/s Reliance Real Estates had developed the part of the Said Entire Property alongwith one of the Plot B having an area of 10,803.90 square metres by sub dividing into smaller plots after obtaining all permissions/licenses from the concerned departments/authorities including the Conversion Sanad 23/03/1988 issued by Sub Divisional Officer, Margao, Final NOC dated 13/03/1989 issued by Village Panchayat of Curtorim etc.
- j. The part of the Said Entire Property alongwith one of the Plot B having an area of 10,803.90 square metres developed by M/s Reliance Real Estates is situated within the limits of Village Panchayat of Curtorim and surveyed under Survey No. 448/0 of Curtorim village, Salcete Taluka is hereinafter referred to as the Said Property .
- k. The Male VENDOR entered into an Agreement of Sale dated 02/07/1987 with M/s Reliance Real Estate for purchase of the Sub Plot being Plot No.C-17 having an area of 533.86 square metres of the Said Property for total consideration of Rs. 66,000/- (Rupees Sixty Six Thousand Only).
- l. Upon receipt of the entire consideration of Rs. 66,000/- (Rupees Sixty Six Thousand Only), M/s Reliance Real Estate alongwith the owners sold the Plot No.C-17 having an area of 533.86 square metres of the Said Property to the male VENDOR by Deed of Sale dated 22.05.1992 under

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 1. *Handwritten signature*
 2. *Handwritten signature*
 3. *Handwritten signature*





Serial No. 1154, duly registered in the office of Sub Registrar of Salcete at Margao, Goa under Registration No. 1647 at pages 459 to 471, Book No. I, Volume No. 244, dated 30.07.1992.

m. In the aforesaid Deed of Sale, the number of the Civil Suit was wrongly mentioned as Special Civil Suit No.42/1985 instead of Special Civil Suit No. 242/1985 which has been rectified by Deed of Rectification dated 01.08.2009, duly registered in the office of the Sub-Registrar of Salcete at Margao under Registration No. 4651, at pages 88 to 99, Book No. I, Volume No. 3578, dated 23.10.2009.



n. Pursuant to the execution of Deed of Sale dated 22.05.1992, the male VENDOR applied for mutation and the name of male VENDOR included in the Column of Occupant of Form I & XIV of Survey No. 448/0 of village Curtorim, Taluka Salcete.

o. The male VENDOR filed a Partition proceeding registered as Case No. LRC/PART/CURTORIM/316/2015/I before the Deputy Collector of Salcete for allotment of separate Survey Number to the Plot No.C-17, having an area of 533.86 square metres.

p. After following due procedure of law, the Concerned Authority allotted separate Survey Number 448/1-M (533 square metres) of village Curtorim, Taluka Salcete to the Plot No. C-17 of the Said Property owned by the VENDORS.

q. The Plot No. C-17 is now surveyed under Survey No.448/1-M, having an area of 533 square metres of Curtorim village





of Salcete Taluka, is hereinafter referred to as the Said Plot and is more particularly described in Schedule hereto.

r. The female VENDOR is legally wedded wife of the male VENDOR however the VENDORS are not married in the State of Goa. For the abundant caution, the female VENDOR have been joined to this deed as Co-Vendor in order to avoid any defect in the title of the Said Plot.



s. The VENDORS herein declared and represented that they are the lawful owners in possession and enjoyment of the "Said Plot" without any interruption and obstruction of the third party.

AND WHEREAS the VENDORS have represented and declared to the PURCHASERS that the VENDORS title to the "Said Plot" is clean, clear, legal unencumbered, marketable and subsisting title and that there are no difficulties legal or otherwise for sale of "Said Plot" free from encumbrances to PURCHASERS and is not the subject matter of any litigation, attachment, seizure, restrictive order of any Judicial, quasi-judicial, authorities, any mortgage or any other encumbrance, whatsoever and have not entered into any Memorandum of Understanding, Agreement or transaction, whatsoever in respect of "Said Plot" with any person or third party, whomsoever;

AND WHEREAS the VENDORS have approached and requested the PURCHASERS to purchase the "Said Plot based upon the aforesaid declaration and representation of ownership towards the Said Plot which request has been accepted by the PURCHASERS in view of declaration and representation of the VENDORS made hereinabove;

[Handwritten signatures]





AND WHEREAS the parties hereto now desire to complete the sale by execution of this Deed of Sale.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS :

1. IN PURSUANCE of the agreement and in consideration of the sum of Rs.72,00,000/- (Rupees Seventy Two Lakhs Only) paid by the PURCHASERS to the VENDORS, the receipt whereof the VENDORS do hereby admit and acknowledge and of and from the same and every part thereof doth hereby forever acquit, release and discharge the PURCHASERS, THEY THE VENDORS as the absolute and exclusive owners of the "Said Plot" surveyed under Survey No.448/1-M, (533 square metres) Curtorim village, Salcete Taluka, more particularly described in Schedule referred hereinbelow, doth hereby grant, sell, assign, release, transfer, convey and assure UNTO AND TO THE USE OF the PURCHASERS absolutely and forever the "Said Plot" TOGETHER WITH all and singular rights, liberties, privileges, easements, profits, advantages and appurtenances whatsoever to the "Said Plot" and/or any part thereof belonging or in any way appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part thereof to belong or be appurtenant thereto AND all free from encumbrances, charges and liens TO HAVE AND TO HOLD the same to the PURCHASERS absolutely and forever.



Handwritten signatures: *Harmand*, *Assad*, *Prati*





2. The VENDORS do hereby acknowledge to have received from the PURCHASERS the entire consideration amount of Rs.72,00,000/- (Rupees Seventy Two Lakhs Only) and the VENDORS herewith give complete discharge to the PURCHASERS in respect of the said amount. The PURCHASERS have paid to the VENDORS the entire consideration amount of Rs.72,00,000/- (Rupees Seventy Two Lakhs Only) in the following manner at the joint instructions and request of the VENDORS :-

- a. An amount of Rs.4,00,000/- (Rupees Four Lakhs Only) by way of Cheque No.704242 drawn on Indian Overseas Bank, Gogal, Margao, branch in favour of male VENDOR NO.1 Mr. Benedict Joseph Fernandes.
- b. An amount of Rs.45,00,000/- (Rupees Forty Five Lakhs Only) by way of Cheque No.974395 drawn on Indian Overseas Bank, Gogol, Margao, branch in favour of VENDOR NO.1 Mr. Benedict Fernandes.
- c. An amount of Rs.22,28,000/- (Rupees Twenty Two Lakhs Twenty Eight Thousand Only) by way of Cheque No.974395 drawn on Indian Overseas Bank, Gogol, Margao, branch in favour of VENDOR NO.1 Mr. Benedict Joseph Fernandes.
- d. An amount of Rs.72,000/- (Rupees Seventy Two Thousand Only) deducted as TDS @ of 1% as required under Section 194-IA of Income Tax Act and necessary Form 26 QB has been furnished at the time of execution of this deed in the office of Sub Registrar of Salcete at Margao, Goa.

3. The VENDORS have delivered unto the PURCHASERS

Handwritten signatures:
 [Signature] Fernandes [Signature] [Signature]





exclusive and vacant possession of the "Said Plot".

4. The VENDORS have jointly and severally represented and declared to the PURCHASERS that:-

- a. That the derivation of title in their favour cited in the above recitals is true and correct.
- b. The VENDORS are exclusive owners in possession and enjoyment of the "Said Plot".
- c. That the "Said Plot" hereby transferred alongwith everything situated therein is absolutely and exclusively owned, possessed and enjoyed by the VENDORS, and that no third party has any right, interest or claim, of whatsoever nature, in the same.
- d. That there are no disputes, litigations and/or encumbrances of whatsoever nature, including mortgages, seizures, attachments, restrictive orders, tenancy, court notices and/or mundkarial rights against the "Said Plot" hereby sold or any part thereof.
- e. That the "Said Plot" hereby sold or any part thereof is not the subject matter of any notification or proceedings under the Land Acquisition Act or any other law for the compulsory acquisition of the lands; No proposal for acquisition of any portion of the "Said Plot" is pending before any authority.
- f. That the "Said Plot" hereby sold or any part thereof is not the subject matter of any agreement of transfer with the third parties prior to execution of this Deed;
- g. That the title of the VENDORS in respect of the "Said Plot" hereby sold and every part thereof, is free clear and



[Signature]

[Signature]

[Signature]

[Signature]

