

UTI TECHNOLOGY SERVICES LIMITED
EDC HOUSE, WING 'C' SHOP NO.30
GROUND FLOOR, DADA VAIDYAROAD
PANAJI, GOA-403001

D-5/STP(V)/C.R/35/18/2018-RD(1466903)

भारत 10785 NON JUDICIAL गोंया
122685 AUG 17 2016
16:35
R.0450000/- PB7072
INDIA STAMP DUTY GOA



NAME: Link Property Developers Ltd

ADDRESS: Misemen

THROUGH: _____

SIGNATURE: _____

RECEIPT NO: 10785



3697/2016



DEED OF SALE

THIS DEED OF SALE is executed at Mapusa- Bardez Goa, on this 18th day of August
of the year 2016

Kameth

Kameth

BETWEEN

(1)(a) **SHRI. SANDEEP Y. KAMAT**, son of Shri Yeshwant Kamat, aged 47 years, married, Indian National, in business holding PAN Card no. AFMPK7925D, Aadhar no. 525211832682, email Id sandeepkamat29@gmail.com, mobile no. 9822486569, and his wife (b) **SMT. ARCHANA SANDEEP KAMAT**, daughter of Shri. Avadhut V. Kamat alias Audhut Kamat, aged 44 years, married, Indian National, in service, holding PAN Card no. AIBPK7500L, Aadhar no. 459490219825, email address archanakamat74@gmail.com, mobile no. 9665244544, both residing at House No.269/C, "Shree Dutt", Mandop Road, Aquem, Baixo, Navelim, Salcete, Goa, 403707, hereinafter called the "**OWNER/VENDOR**" (which expression shall unless repugnant to the context or meaning thereof include their heirs, successors, and legal representatives and assigns) as party of the **FIRST PART**;

AND

(2) **LINC PROPERTY DEVELOPERS LIMITED**, a Company incorporated under the Companies Act, 1956, having their registered office at A2/2, New Horizons, D.B.Marg, Miramar, Panaji, Goa, having Company Incorporation No. U45200GA2006PLC004839 before the Registrar of Companies at Goa, holding PAN Card No. AABCL2247A, herein represented by its Authorised Signatory, Mrs. Neeta Umesh Kamat, wife of Dr. Umesh S. Kamat, aged 34 years, married, Indian National, in service, residing at UT-A, Vollan Homes, Mercas, Goa, vide resolution dated 11/07/2016 passed by the Board of Directors of the Company, hereinafter referred to as "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators, Directors, Shareholders and assigns) as Party of the **SECOND PART**.

The owner/vendor no. 1 (b) is herein represented by owner/vendor. No. 1 (a), her husband Mr. Sandeep Y. Kamat, son of Shri. Yeshwant V. Kamat, 47 years, married, in business, Indian National, resident of House No. 269/C, Aquem- Baixo, Navelim, Salcete, Goa, vide a duly registered Power of Attorney dated 14/08/2006 executed before the Notary Adv. Narahari D. Keni, under Registration No. 17380 dated 14/08/2006.

WHEREAS there exists a part and parcel of land admeasuring 2050 m² comprising of

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two adjoining plots (a) plot admeasuring 975m² bearing survey no.46/17 of Village Socorro, and identified as "GORBATT" or "FIRGUECHEM BHAT" (b) Plot admeasuring 1075 m² bearing survey no. 46/3 of Village Socorro, identified as "FIRGYABHAT" or "FIRGYACHE BHAT" situated at Socorro, Porvorim, within the limits of Village Panchayat of Socorro, Taluka and Registration Sub District of Bardez, District North Goa, in the State of Goa, which properties are hereinafter referred to as the SAID PROPERTY and is described in detail in the Schedule hereunder.

WHEREAS the said property bearing survey no. 46/17 listed as Item No.11 was allotted to Thomas Joseph Antonio Sales Pontes married to Maria Evelina Correa Afonso Pontes by order of Homologation dated 03-07-1971 in the Inventory Proceedings bearing no. 21/70 conducted on the demise of Manuel Rodrigo Xavier Pontes in the court of Additional Sessions Judge and Civil Judge Senior Division at Mapusa, Bardez, Goa.

WHEREAS the said property was recorded in the name of Ana Maria Sales Pontes, widow of Manuel Rodrigo Xavier Pontes in the survey Records of Rights.

WHEREAS by a Will dated 11-08-1982 Maria Evelina Sales Pontes in the status of Widow of Thomas Joseph Anthony Sales Pontes bequeathed all the properties that she held to her adopted son Thomas Aloysius Ranjeet Sales Pontes.

WHEREAS the said Thomas Joseph Anthony Sales Pontes died on 03-07-1982 and Maria Evelina Sales Pontes died on 06-11-1989 respectively.

WHEREAS the couple was not survived by any issues. But by Deed of Succession dated 25-06-1990 it was confirmed that on 03-07-1982 the said Thomas Joseph Anthony Sales Pontes died and later on 06-11-1989 died his widow Maria Evelina Sales Pontes being survived by her Testamentary heir Thomas Aloysius Ranjeet Sales Pontes.

WHEREAS the legal heirs of Thomas Joseph Anthony Sales Pontes; in the absence of issues and having died intestate are his siblings and not his wife as erroneously recorded in the Deed of Succession.

WHEREAS by a Deed of Sale dated 24-07-2008 Shri. Thomas Aloysius Ranjeet Sales Pontes alias Ranjit Sales Pontes alongwith his wife Lydia Sales Pontes sold the said property to Shri. Sandeep Y. Kamat; which Deed is duly registered in the office of Sub-

S. Kamat

S. Kamat

Registrar of Mapusa, Bardez, under Book-1 Document, Registration No. BRZ-BK1-04018-2008, CD Number BRZD6.

WHEREAS the said property bearing survey no. 46/3 belonged to Luis Piedade Tavora Costa and his wife in terms of the Deed of Transaction dated 28-01-1885.

WHEREAS subsequently in the year 1997 Inventory Proceeding is conducted in the Court of Civil Judge Senior Division Mapusa on the death of one Antonio Hilario da Costa and his wife Maria Caetana D'Costa who apparently was the only son of Luis Piedade Tavora Costa.

WHEREAS the said Antonio Hilario da Costa died on 24-05-1958 and his widow Maria Caetana died on 22-05-1987 both being survived by their children:-

(i) Floria D'Costa who died as spinster on 25-05-1996

(ii) Rosalina Delmira D'Costa.

WHEREAS by Order of Homologation dated 05-07-2000 the said property was allotted to Rosalina Delmira D'Costa.

WHEREAS by a Deed of Sale dated 31-07-1996 Ms. Rosalina Delmira Costa Travares alias Rosalina Delmira Costa sold the said property to Jose Sebastiao Pimenta; which Deed is duly registered in the office of Sub-registrar of Mapusa, Bardez, Goa under registration no. 2700 of Book I document dated 09/12/1996.

WHEREAS subsequently by a Deed dated 23-10-2006 Shri. Jose Sebastiao Pimenta alongwith his wife Smt. Maria Lola Clara Necker Filomena Aleluia Soares alias Lolita Soares Pimenta sold the said property to Mr. Sandeep Y. Kamat under registration no. 5731 at pages 298 to 320, of Book No. I, volume no. 1879 dated 16/11/2006..

WHEREAS on 11-01-2013 the Add. Collector-II issued Sanad under no. RB/CNV/BAR/AC-II/73/2011 for conversion of Survey no. 46/3 and survey no. 46/17 for residential use.

WHEREAS on 06-12-2011 Construction Licence under No. VP/SOC/2500/2011-2012 was issued by the Village Panchayat of Socorro for construction of a compound wall. Thereafter on 19/04/2016 the Village Panchayat of Socorro renewed the construction licence under no. VP/SOC/146/2016-2017.

WHEREAS the Owners/Vendors do hereby represent to the Purchaser that:





- (a) the Owners/Vendors hold a legal, clear and marketable right, title and interest in respect of the SAID PROPERTY free from all encumbrances, liens, charges, mortgage, or injunctions or acquisitions or attachments from any Court of law and that the Owners/Vendors are fully entitled to transfer, convey, alienate and sell the SAID PROPERTY;
- (b) The Owners/Vendors are the sole owners and in possession of the SAID PROPERTY. Except Vendors no other person or persons have any right, title and interest in the SAID PROPERTY;
- (c) Neither the Owners/Vendors nor anyone on their behalf have otherwise created any adverse rights in respect of the SAID PROPERTY or any part thereof, which are subsisting as on date;
- (d) There is no dispute as to the boundaries of the SAID PROPERTY;
- (e) There are no easementary rights created under any document or under any covenant or by prescription in respect of and/or upon the SAID Property or any part thereof, including right of way created in favour of any adjoining owners in respect of the SAID PROPERTY;
- (f) There are no prohibitory orders or any attachment orders or otherwise of any liabilities as against the SAID PROPERTY or any part thereof;
- (g) There are no Income Tax, Wealth Tax or other direct or indirect taxation proceedings, whether for recovery or otherwise initiated or pending by any taxation authorities or local authorities against the Owners/Vendors whereby the SAID PROPERTY or any part thereof is in any way affected and/or impaired;
- (h) All outgoings, taxes, rates, assessments, dues and duties payable to the State or Central Government and any other concerned authority in respect of the SAID PROPERTY are paid till the date of this Deed of Sale and there are no dues payable to any of the aforesaid authorities;
- (i) The Owners/Vendors have not entered into any agreement or arrangement for sale of or development of or otherwise transferred the SAID PROPERTY or any part thereof;
- (j) The SAID PROPERTY is/was not the subject matter of any acquisition, litigation, requisition, attachment or otherwise or before any court, tribunal and/or forum;



- (k) All compliances to the SAID PROPERTY have been complied with under applicable laws, rules and regulations and that there is no reason for the Owners/Vendors to believe that there is any outstanding claim or liability (crystallized or potential) that may affect the SAID PROPERTY and/or development thereof;
- (l) Neither the owners/vendors nor any of their predecessors in title are guilty of having/not having done any act, deed or thing which can be construed as a breach of any law, regulations, rules, which affects the title of the Vendor to the SAID PROPERTY or has resulted or may result in payment of any fine, penalty or premium to the Government or any other authority;
- (m) No notices are received by the owners/vendors or anyone on their behalf neither by their predecessor/s in title, either from local authorities or from the Government or otherwise for requisition, acquisition and/or for road widening of/for the SAID PROPERTY or any part thereof;
- (n) There are no dues and/or proceedings pending against the Vendors, as contemplated under Section 281 of the Income Tax Act, 1961;
- (o) No third party consent or no objection is needed for the purpose of completing the transaction contemplated in respect of the SAID PROPERTY or any part thereof in favour of the Purchaser.
- (p) The Purchaser has offered to purchase the SAID PROPERTY from the Owners/Vendors.
- (q) The Owners/Vendors do hereby sell, transfer, convey and alienate the SAID PROPERTY to the Purchaser and the Purchaser relying on the representation, confirmations and assurances of the Owners/Vendors, the Purchaser does hereby purchase the SAID PROPERTY for a total lump sum sale consideration of Rs.1,00,00,000/-(Rupees One Crore Only) on the terms and conditions stipulated herein.

NOW THIS INDENTURE WITNESSETH:-

- 1) That in consideration of the amount of Rs. 1, 00, 00,000/- (Rupees One Crore Only) an amount of Rs. 1, 00,000/-(Rupees One Lakh Only) is deducted towards TDS, and hence the total payable amount is Rs. 99,00,000/- (Rupees Ninety Nine Lakhs Only) paid by the Purchaser to the Owners/Vendors





Vide cheque no. 046043 dated 17/08/2016 drawn on Axis Bank Limited, Panaji, Goa, which amount the Owners/Vendors do hereby admit and acknowledge the same and every part thereof do hereby acquit, release and discharge the Purchaser; and the Owners/Vendors do hereby confirm the same to be the whole and total consideration payable and that the Owners/Vendors do not hold any claim against the Purchaser concerning the same; the Owners/Vendors do hereby grant, transfer, assign, assure and convey all the SAID PROPERTY more particularly described in the Schedule hereunder written TOGETHER WITH all trees, drains, ways, paths, passages, common gullies, waters, water courses, lights, liberties, privileges, easements, advantages and appurtenances to the SAID PROPERTY belonging to and in anyways appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, use, possession, claim and demand whatsoever of the Vendors into and upon the SAID PROPERTY and every part thereof hereby granted and conveyed and expressed so to be UNTO AND TO THE USE OF THE PURCHASER forever, SUBJECT HOWEVER to payment of all taxes, rates, assessments, dues and duties hereafter to become due and payable to the Government or any other Local or Public Body in respect thereof AND THE OWNERS/VENDORS DO HEREBY COVENANT WITH THE PURCHASER that notwithstanding any act, deed or things done or executed by the Owners/Vendors or knowingly/unknowingly suffered to the contrary the Owners/Vendors now has in himself good rights, full power and absolute authority to grant the SAID PROPERTY hereby granted and conveyed or expressed so to be UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid. AND THAT the Purchaser shall and may at all times hereafter quietly and peacefully possess and enjoy the SAID PROPERTY and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by the Owners/Vendors or any person or persons lawfully or equitably claiming from, under or in trust for them AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made or suffered by the Owner/Vendor or any person or persons lawfully or equitably claiming any estate or interest in the SAID PROPERTY or any part thereof AND THAT free and clear and freely clearly and absolutely acquitted,





exonerated, released and forever discharged from or otherwise by the Owner/Vendor well and sufficiently saved defended kept harmless and indemnified the Purchaser from and against all former and other estates, title, charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the owners/vendors or by any other person or persons lawfully or equitably claiming from under or in trust for the Vendors **AND FURTHER** that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the SAID PROPERTY hereby granted, conveyed, transferred and assured or any part thereof by, from, under or in trust for the owners/vendors or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly and absolutely assuring the SAID PROPERTY UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be reasonably required.

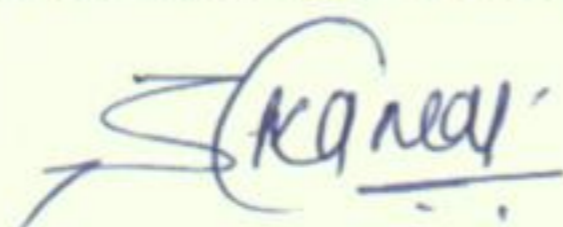
- 2) In pursuance of the receipt of the entire Purchase Consideration paid by the Purchaser to the owners/vendors in the aforesaid manner, the receipt whereof is hereby admitted and acknowledged by the owners/vendors, the owners/vendors have simultaneously put the Purchaser in unconditional exclusive and absolute peaceful, quiet and vacant possession of the SAID PROPERTY to be held by the Purchaser forever without any harm and/or hindrance from the owners/vendors and/or any person claiming through and/or on account of the owners/vendors and the owners/vendors do hereby indemnify the Purchaser against all/any such Third Party claims which shall be settled by the owners/vendors without disturbing the title and the possession of the Purchaser.
- 3) The owners/vendors declare, state and verify that the representations made in this Deed of Sale including in the recitals above are true and correct and confirm that the above recitals form an integral part of this Deed of Sale as if the same have been incorporated specifically in the body of this Deed of Sale.

[Signature]

[Signature]

4) The owners/vendors hereby covenant with the Purchaser that:-

- (a) Notwithstanding any act, deed, matter or thing by the owners/vendors or by any person or persons claiming by, under or in trust for him, made, done omitted or knowingly or willingly done or suffered to the contrary, the owners/vendors have in themselves good right, full power and absolute authority to grant, convey and alienate the SAID PROPERTY unto the Purchaser.
- (b) There are no encumbrances, charges, liens or any other liability of whatsoever nature of the SAID PROPERTY conveyed by these presents and that there has been no prior agreement with any third party in respect thereto;
- (c) The Purchaser shall hold the SAID PROPERTY free and clear and freely and clearly and absolutely exonerated and forever released and discharged by the Vendors and well and sufficiently saved, defended, kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned or to be claimed by, from or in trust for them;
- (d) The SAID PROPERTY hereby conveyed, transferred and assured unto the Purchaser was until the transfer hereby effected, in the absolute ownership of the owners/vendors and the same was not subject to any tenancy or easement or any other rights in whatsoever or howsoever;
- (e) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly enter upon, own, hold, possess, occupy and enjoy the SAID PROPERTY without any interruption, claim or demand whatsoever by the owners/vendors or any one claiming through or under them;
- (f) All rates, taxes and outgoing due and payable in respect of the SAID PROPERTY and every part thereof have been paid regularly and no part thereof is or are in arrears. Till the date of execution hereof, the owners/vendors shall be responsible and liable to pay all or any outgoing charges including premium, penalty, interest, dues and expenses, in respect of the SAID PROPERTY to the appropriate authority;
- (g) The owners/vendors shall indemnify and keep each of the Purchaser indemnified for any acts or omission or commission of the owners/vendors in violation of the Statutory Provisions that may threaten the possession and title of the Purchaser to the SAID PROPERTY.





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SCHEDULEA

All that part and parcel of land admeasuring 975m² bearing Sy.no.46/17 of Village Socorro, identified as "GORBATT" or "FIRGUECHEM BHAT" situated at Socorro, Porvorim, within the limits of Village Panchayat of Socorro, Taluka and Registration Sub District of Bardez, District North Goa, in the State of Goa, which property is not described in the Office of Land Registrar of Bardez but is enrolled in the Taluka Revenue Office under Matriz No.241.

The Said property is bounded as under:-

Towards the North:-By Sy.no.46/2 of Socorro.

Towards the South:-By Sy.no.46/19 of Socorro

Towards the East :-By Sy.no.46/3 of Socorro

Towards the West: -By Sy.no.46/1 and 19 of Socorro.

B

All that plot admeasuring 1075m² bearing Sy.no.46/3 of Village Socorro, identified as "FIRGYABHAT" or "FIRGYACHE BHAT" situated at Socorro, within the limits of Village Panchayat of Socorro, Taluka and Registration Sub District of Bardez, District North Goa, in the State of Goa, which property is neither described in the Office of Land Registrar of Bardez nor enrolled in the Taluka Revenue Office.

The Said plot is bounded as under:-

Towards the North:-By Road.

Towards the South:-By Sy.no.46/19 of Socorro

Towards the East :-By Sy.no.46/4 of Socorro

Towards the West: -By Sy.no.46/2 and 17 of Socorro.

IN WITNESS WHEREOF this Deed is signed at Mapusa Bardez, Goa on 18th day of August 2016 in the presence of witnesses.




SIGNED AND DELIVERED
BY THE OWNERS/VENDORS
No. 1(a) for self
And as attorney holder for 1(b)

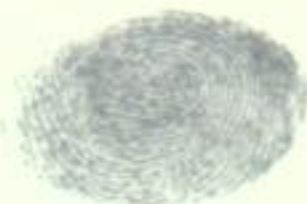
S. Kamat



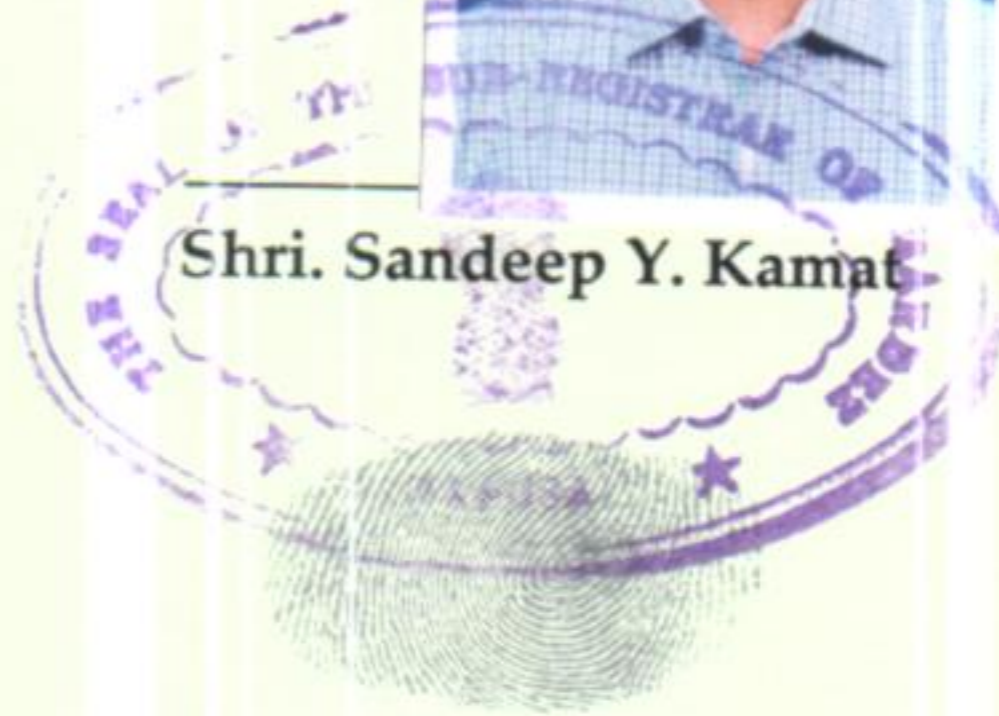








S. Kamat



Shri. Sandeep Y. Kamat









S. Kamat

SIGNED AND DELIVERED

BY THE PURCHASER

Linc Property Developers Limited

Through authorized Signatory

Mrs. Neeta U. Kamat

N. Kamat

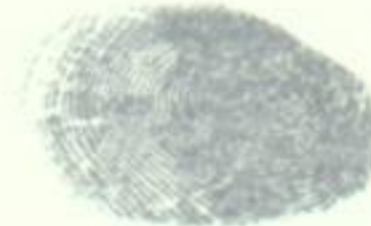


N. Kamat



Authorised Signatory

Linc Property Developers Limited



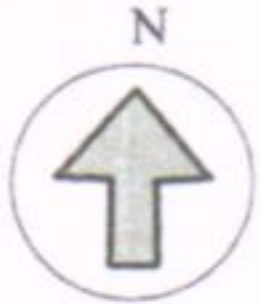
N. Kamat

WITNESSES:-

1. HITENDRA.K.PRABHU DESAI2. Anand B PednekarAnand

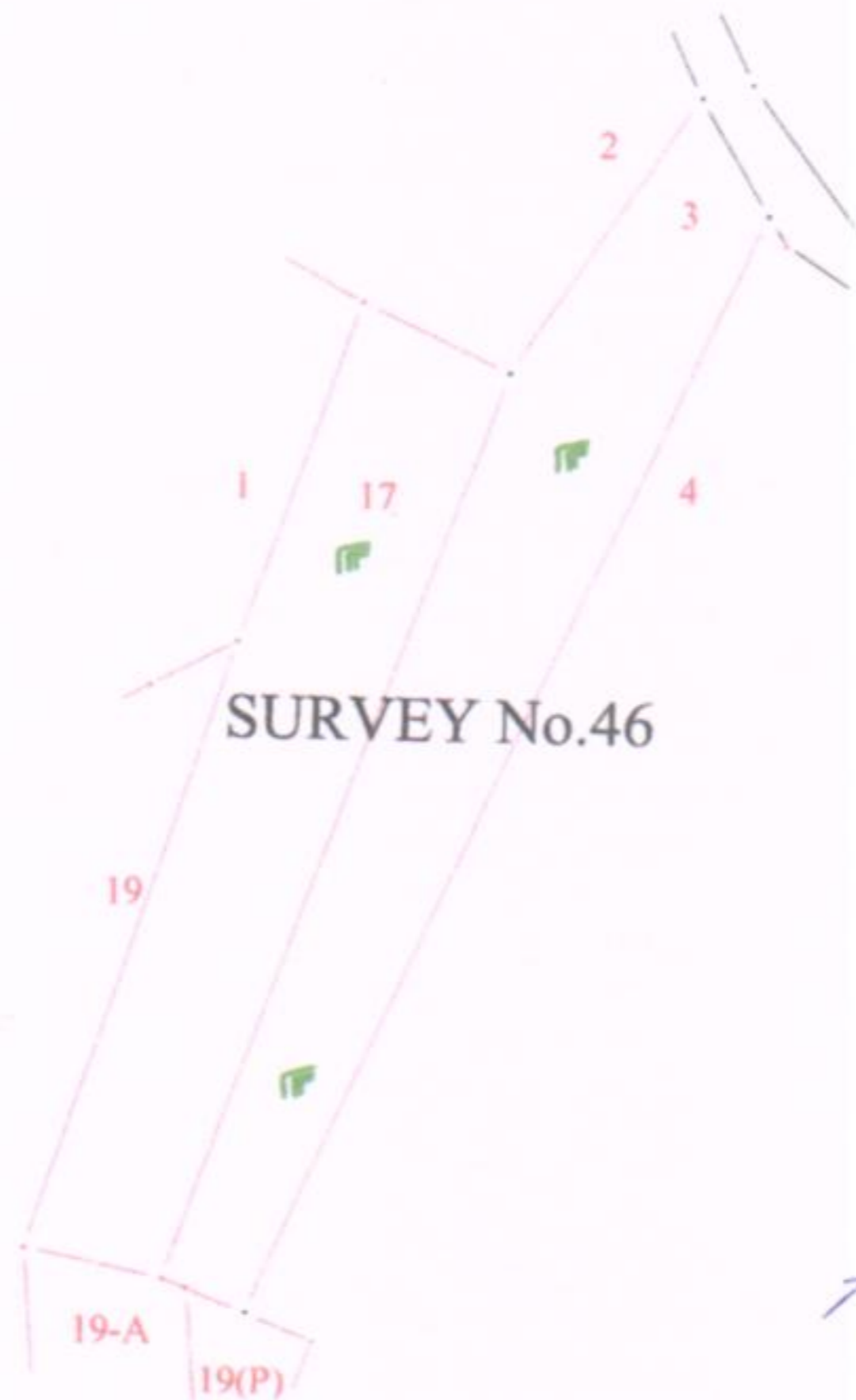


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI-GOA



Plan Showing plots situated at
Village : SOCORRO
Taluka : BARDEZ
Survey No./Subdivision No. : 46/ 3,17
Scale : 1:1000

INWARD No. 14215



Skaneal *Hkanet*

D. Bandekar
D. man
Generated By : Disha D Bandekar
On : 14-11-2011

Dilamakar
D. man
Compared By:
11/11
11/11



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 18-08-2016 10:00:30 AM

Document Serial Number : 3697




Presented at 09:40:00 AM on 18-08-2016 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	350000.00
2	Processing Fees	330.00
	Total :	350330.00

Stamp Duty Required: 450000.00

Stamp Duty Paid: 450100.00




Neeta Umesh Kamat presenter

Name	Photo	Thumb Impression	Signature
Neeta Umesh Kamat, W/o Dr. Umesh Kamat , Married, Indian, age 34 Years, Service, r/o UT-A, Vollar Homes, Mercas Goa. Authorised Signatory for Linc Property Developers Limited having office at A2/2, New Horizons, D.B. Marg, Miramar Panaji Goa. PAN CARD NO AABCL2247A. Vide resolution dated 11.7.2016.			




Endorsements

Executant


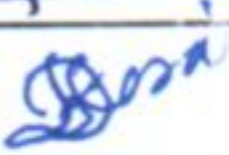
1 . Sandeep Yeshwant Kamat, s/o Yeshwant kamat, Married, Indian, age 47 Years, Business, r/o H.no. 269/c, Shree Dutt, Mandop road Aquem Baixo Navelim Salcete Goa. 403707. For Self & as POA holder for Vendor no 2 dated 14.8.2006, executed before Adv Notary Narhari Keni , vide reg no 17380/2006.

Photo	Thumb Impression	Signature
		

2 . Neeta Umesh Kamat, W/o Dr. Umesh Kamat, Married,Indian,age 34 Years,Service,r/oUT-A,Vollan Homes,Merces Goa. Authorised Signatory for Linc Property Developers Limitsd having office at A2/2. New Horizons, D.B. Marg, Miramar Panaji Goa. PAN CARD NO AABCL2247A.Vide resolution dated 11.7.2016.

Photo	Thumb Impression	Signature
		

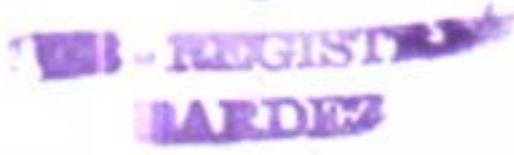
Identification

Sr No.	Witness Details	Signature
1	Anand B Pednekar , S/o Babuli Pednekar,Married,Indian,age 49 Years,Service,r/o H.no 456,Tinta wado, Nerul Bardez Goa	
2	Hitendra PrabhuDesai , S/o Krishnaji PrabhuDesai,Married,Indian,age 50 Years,Service,r/o Mapusa Bardez Goa.	




Sub-Registrar

Scanned By:-



Signature:-

3695

Book-1 Document
Registration Number BRZ-BK1-03639-2016
CD Number BRZD781 on
Date 18-08-2016

Sub-Registrar (Bardez)

Scanned By:-

Sadanand

Signature:-

Impaneka

Designed and Developed by C-DAC, ACTS, Pune

Delivered by
Reshma
19/8/16