

CITIZEN CREDIT
CO-OP BANK LTD

Prakash

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

भारत 38399 NON JUDICIAL
138290 JUL 25 2018



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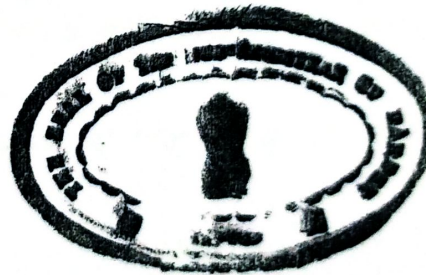
R.0540000/-PB6618

INDIA STAMP DUTY GOA

Name of Purchaser AL MUSTAFA DEVELOPERS

31/6/2018

26/07/2018.



DEED OF SALE

THIS DEED OF SALE is made at Mapusa, Bardez, Goa on this 26th day of the month of July, of the year Two Thousand Eighteen (2018);

Associa

W. S. ...

Al Mustafa's

31/6/2018

BETWEEN

1) **MR. BRUNO MONTY PEREIRA** alias **BRIAN PEREIRA** alias **BRIAN MONTY PEREIRA** alias **BRYAN MONTY PEREIRA**, aged 73 years, son of Joaquim Martinho Pereira, married, Retired, holder of Pan Card No.AAYPP4225C and (2) **MRS. WILMA PEREIRA**, aged 65 years, daughter of John Baptist, married, housewife, holder of Pan Card No. AXPPP9009A, both Indian nationals, residents of 301, Hira Bhavan, 3rd Floor, MMC Road, Mahim, Mumbai 400 016 (Mobile No.:9819266275), hereinafter called as '**THE SELLERS**' (which term and expression shall unless repugnant to the context and meaning thereof be deemed to mean and include their heirs, legal representatives, assigns, executors, administrators or any other person or persons lawfully, equitably or otherwise claiming through them) of the FIRST PART.

AND

AL-MUSTAFA DEVELOPERS, a Partnership Firm, registered under the Indian Partnership Act, 1932 having its office at Office No. C2, 3rd Floor, Eldorado Plaza, Panaji, Goa, holding Pan Card No.ABAFA7834K, represented by its partners, (1) **MR. AMJAD HUSSEIN KATVELIA**, son of Hussein Katvelia, aged 43 years, married, business, holder of Pan Card No. AFZPK4540B, Indian national, resident of E-111, Ganeshpuri, Housing Board, Mapusa, Bardez, Goa and (2) **MR. ZAHUR AHMED MOTIWALA**, aged 34 years, son of Gaffar Motiwala, married, business, holder of Pan Card No.ALMPM5419L, Indian national, resident of H.No.1/2,

Hussein

Wilma

Amjad

Zahur

Sapna Citadel Naglli Hills, Taligao, Goa, (Mobile No.: 7798596264) hereinafter called as 'THE PURCHASER' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or assigns equitably claiming through it) of the SECOND PART.

WHEREAS in the village of Socorro, Bardez, Goa, at ward Ambirna, there exists an immovable property known as 'VODACHEM BHAT' surveyed under survey no. 404/4-A of the village of Socorro, Bardez, Goa admeasuring 1400 sq.mts., which was originally amalgamated and jointly surveyed under survey no.404/4 of the village of Socorro, Bardez, Goa

AND WHEREAS the said property surveyed under survey no. 404/4-A is bounded as follows :

East - by the property surveyed under survey no. 404/4

West - by survey no. 404/3

North - by PWD Road and

South- by water drain and survey no.404/6

AND WHEREAS the said property is neither found described in the Land Registration office of Bardez at Mapusa nor found enrolled in the Taluka Revenue office.

AND WHEREAS the said property originally belonged to Brigid Pereira alias Brigida Marcelia Lilia Rose De Souza and her husband Joaquim Martinho Pereira, who was also locally known as Martinho Pinto.



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Wilma Pereira (i.e.) the SELLERS acquired right, title and interest in the said property as and by way of inheritance and succession.

AND WHEREAS as the said property was jointly owned by the said Brigida Pereira and the SELLERS herein, the parties being desirous of partitioning the property executed a Deed of Partition dated 7/5/1986 and the said property came to be allotted to Brian Pereira married to Wilma Pereira (i.e.) the SELLERS herein.

AND WHEREAS in the said Deed of Partition the right of usufruct in respect of the said property was maintained by the said Brigida Pereira, which according to Art.607 of the Portuguese Civil Code, constitutes one half right in the property.

AND WHEREAS the said Brigida Pereira expired on 9/4/1995 and therefore in terms of law the usufruct ceased and the SELLERS herein acquired absolute, right, title and interest in the said property

AND WHEREAS thereafter Inventory Proceedings no. 67/2013 came to be initiated in the Court of the Civil Judge Senior Division 'A' Court at Mapusa and by Order dated 13/3/2013, the said property came to be allotted to the SELLER NO:1 herein.

AND WHEREAS at the time when an application for mutation came to be filed, it came to light that the name of one Antonita Goams, was found mutated under No.47045, however the name

Bereira

Brian

Antonita

Antonita

AND WHEREAS the said property was jointly surveyed under survey no. 404/4 of the village of Socorro, Bardez, Goa and the names of Jose Mario Caetaninha De Souza and Martinho Lourenco Pinto and the area of the property surveyed under survey No. 404/4 was 2775 sq.mts.

AND WHEREAS in the pre-promulgated survey records more specifically the Index of Lands in Form III the name of the said Martinho Lourenco Pinto was found recorded therein, in respect of survey no.404/4

AND WHEREAS after the promulgation of survey records for the village of Socorro, in the year 1974, the name of Jose Mario Caetaninha De Souza and Martinho Lourenco Pinto came to be incorporated under mutation entry no. 713 and 907 respectively, which position continued until fresh entries came to be effected

AND WHEREAS the said Joaquim Pereira who was also known as Martinho Pinto, expired leaving behind Brigida Pereira as his widow and moiety holder and Bruno Monty Pereira alias Brian Pereira married to Wilma Pereira, Thelma Diana Menezes married to Augustine Menezes, as their sole and universal heirs.

AND WHEREAS by virtue of a Deed of Renunciation dated 6/5/1986 recorded in the office of the Ex-officio & Notary of Bardez at Mapusa, the said Thelma Diana Menezes and her husband Augustine Menezes, renounced and released their right to the estate of their late father/father-in-law and consequently the said Brigida Pereira and his son Brian Pereira married to

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of Bruno Monty Pereira alias Brian Pereira, also came to be mutated under no. 47959.

AND WHEREAS as the mutation entry no. 47045 was a fraudulent entry, the SELLERS conducted enquiries and it came to light that a fraudulent Deed of sale by impersonating Brian Pereira alias Bruno Monty Pereira, was created in favour of one Antonita Goams, which was revealed by the information furnished by the Mamlatdar from the mutation records.

AND WHEREAS THE SELLERS thereafter filed a Civil Suit bearing No.49/2014 to declare the said Deed of sale as null and void and to order its cancellation and the Court of the Civil Judge Senior Division at Mapusa by Judgment, order and Decree dated 8/1/2015 was pleased to declare the Deed of Sale dated 1/10/2013 as null and void and ordered its cancellation and a letter to that effect dated 2/11/2015 came to be issued to the Sub-Registrar of Bardez at Mapusa.

AND WHEREAS as the property was amalgamated and jointly surveyed under survey no. 404/4, the SELLERS herein filed an application for partition of their part of the property/holding from the larger property surveyed under survey no.404/4 and by Order dated 27/2/2018 passed by the Deputy Collector & SDO Mapusa, a new survey number 404/4-A was allotted to the portion belonging to the SELLERS, admeasuring 1400 sq.mts., (i.e.) the said property herein which came to be allotted in the said partition proceedings.



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AND WHEREAS pursuant to the Order of partition. and confirmation passed by the Deputy Collector in partition proceedings and allotment of survey no. 404/4-A, the Mamlatdar of Bardez at Mapusa was pleased to issue a new Record of Rights/Form I & XIV for survey no. 404/4-A admeasuring 1400 sq.mts., exclusively in the name of the SELLER no. 1 herein

AND WHEREAS the PURCHASER being desirous of purchasing a property in the village of Socorro, Bardez, Goa and being given to understand that the SELLERS are desirous of selling the said property surveyed under survey no. 404/4-A of the village of Socorro, Bardez, Goa, have approached the SELLERS and have offered to purchase the said property from the SELLERS herein for a price and consideration of Rs.1,20,00,000/- (Rupees one crore twenty lakhs only).

AND WHEREAS the SELLERS have accepted the offer of the PURCHASER and have agreed to sell the said property to the PURCHASER for the said price and consideration of Rs.1,20,00,000/- (Rupees one crore twenty lakhs only) which is its true and correct market value thereof taking into consideration.

AND WHEREAS the said property surveyed under survey no. 404/4-A of the village of Socorro, Bardez, Goa admeasuring 1400 sq.mts., is the subject matter of this Deed of Sale and is more specifically described in the Schedule appearing herein below and shall hereinafter be referred to as '**THE PROPERTY**' for sake of brevity .

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AND WHEREAS the SELLERS shall sell and the PURCHASER shall purchase THE PROPERTY on the following terms and conditions.

NOW THIS DEED OF SALE WITNESSES AS UNDER:-

1. In pursuance of the said Agreement and in consideration of Rs.1,20,00,000/--(Rupees one crore twenty lakhs only) paid before the execution of this DEED OF SALE by the PURCHASER to the SELLERS, in the following manner:-


a) A sum of Rs. 15,00,000/- (Rupees fifteen lakhs only) vide Cheque bearing No.051263 dated 25/1/2017 drawn of Central Bank of India, Panaji, Branch, Goa

b) A sum of Rs.51,90,000/- (Rupees fifty one lakhs ninety thousand only) vide Cheque bearing No.130782 dated 26/7/2018 drawn of Bank of India, Panaji Branch, Goa

c) A sum of Rs.51,90,000/- (Rupees fifty one lakhs ninety thousand only) vide Cheque bearing No.130783 dated 26/7/2018 drawn of Bank of India, Panaji Branch, Goa

d) A sum of Rs.1,20,000/- (Rupees one lakh twenty thousand only) as and by way of TDS in terms of the Income Tax Act

the receipt of which the SELLERS do hereby admit and acknowledge, the SELLERS do hereby grant, sell, convey, transfer and assure unto the PURCHASER, THE PROPERTY, more specifically described in the SCHEDULE appearing hereinafter and all trees standing therein, ways, paths, passages, easements, privileges existing therein appurtenances whatsoever to THE PROPERTY and/or any part thereof now



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or any time thereto usually held, used, occupied or enjoyed therewith or reputed to belong and be appurtenant thereto, and all the estate, rights, titles, interests and claims whatsoever, both by law or in equity of the SELLERS into or out of THE PROPERTY hereby granted, conveyed, sold, transferred and assured or otherwise expressed and intended so as to be UNTO AND TO THE USE of the PURCHASER forever and absolutely.

2. THE SELLERS do hereby covenant with the PURCHASER that notwithstanding any act, deed or thing done or executed by the SELLERS or knowingly suffered to the contrary by them, the SELLERS now do have in them good right, full power and absolute authority to grant, convey, sell, transfer and assure THE PROPERTY hereby sold, transferred, assured, expressed and intended so to be UNTO AND TO THE USE of the PURCHASER and that the PURCHASER shall at all times hereafter peaceably and quietly possess and enjoy the same or construct any structure in the same and receive the profits thereof without any lawful eviction, interruption, claims and demands, whatsoever from or by the SELLERS or by any other person or persons whomsoever, lawfully, equitably or otherwise claiming through them.

3. THE SELLERS further covenant with the PURCHASER to save them harmless indemnify and keep them indemnified from or against all encumbrances, charges, damages, liens, claims, demands and equities whatsoever and at all times hereafter at the request of the PURCHASER to execute, make or perfect

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or cause to be executed, made or perfected, all such acts, deeds, things and assurances whatsoever for further and more perfectly assuring THE PROPERTY as aforesaid, and every part thereof; UNTO AND TO THE USE OF The PURCHASER as shall be reasonably required.

4. THE SELLERS or any one claiming through the SELLERS shall consent and shall not have any objections to any construction of whatsoever nature if carried out by the PURCHASER or any one claiming through the PURCHASERS, in the subject matter of this Deed of Sale.

5. THE SELLERS and the PURCHASER hereby declare that the property in transaction does not belong to Schedule Caste/ Schedule Tribe, pursuant to the Notification No.RD/ LAND/ LRC/318/77 dated 21/8/1978.

6. THE SELLERS do hereby covenant, undertake and declare as under:-

- a) That the PROPERTY is free from all encumbrances, charges, equities, claims or demands, whatsoever, and that the SELLERS have not done anything whereby the PROPERTY may be subject to any attachment or lien of any Bank, Court or person whatsoever.
- b) That there are no pending suits, appeals, litigations, or other proceedings whatsoever in any Court of Law or Tribunal or any other legal forum relating to THE PROPERTY.
- c) That THE PROPERTY is not subject matter of any acquisition or requisition or affected by any Government


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Ahmed

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Notification or Order under any Ordinance Act, Defence of India Act or C.A.D.A. area initiated or pending in respect of the PROPERTY by the Government or Central Government or any other authority or local body.

d) That there are no agricultural tenants, protected or otherwise or lease holders or mundkars under the provision of Goa, Daman and Diu Tenancy Act, 1964, Mundkar Act or under any other law in force in this State, in respect of the PROPERTY which was never a tenanted land.

e) That they have not entered into any Agreement for sale, transfer, arrangement document or Instrument with any other third party concerning THE PROPERTY nor have they agreed to sell or encumber the same in any manner whatsoever.

f) That the SELLERS or their predecessors have not granted any right of way, easement or licence or created any other right, to or in favour of, any person in over or in respect of THE PROPERTY hereby sold;

g) That there are no outstanding encumbrances, mortgages, charges, liens, notices for acquisition setbacks, easements in respect of THE PROPERTY affected by any prohibitory order of injunction or attachment either before or after judgment.

7. The SELLERS do hereby further declare that they have NO OBJECTION for the mutation of the survey record of rights, pertaining to THE PROPERTY, to include the name of the PURCHASER in the Record of Rights and consequently authorize and permit the said PURCHASER to apply for the mutation in the said survey Record of Rights, and thereby to

Shree *Shree* *Akshay* *Shree*

enter the name of the PURCHASER in the Occupant's Column of Form I & XIV, relating to THE PROPERTY.

SCHEDULE

ALL THAT immovable property known as 'VODACHEM BHAT' surveyed under survey no. 404/4-A of the village of Socorro, Bardez, Goa admeasuring 1400 sq.mts.

The said property is bounded as follows :

East - by the property surveyed under survey no. 404/4

West - by survey no. 404/3

North - by PWD Road and

South- by water drain and survey no.404/6

The said property is neither found described in the Land Registration office of Bardez at Mapusa nor found enrolled in the Taluka Revenue office.

IN WITNESS WHEREOF both the parties herein have set and subscribed their signatures on this DEED OF SALE after fully understanding the contents thereof and out of their own free will on the date, month and year hereinabove mentioned and in the presence of two attesting witnesses who have signed herein below.

Reserva

W. Perera

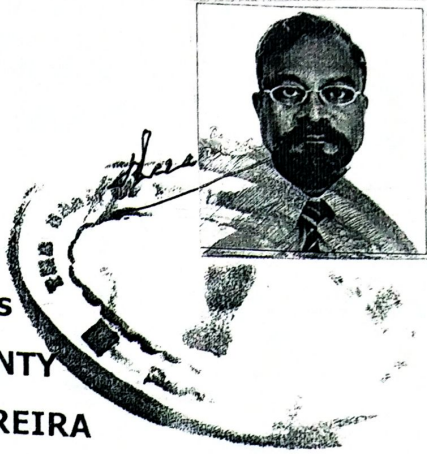
Ahathul

Z. Matkund

Pereira











SELLER NO.1

MR. BRUNO MONTY PEREIRA alias
BRIAN PEREIRA alias BRIAN MONTY
PEREIRA alias BRYAN MONTY PEREIRA



L.H.F.I.

R.H.F.I.

1. 	1. 
2. 	2. 
3. 	3. 
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5. 	5. 

Pereira

Wheeler

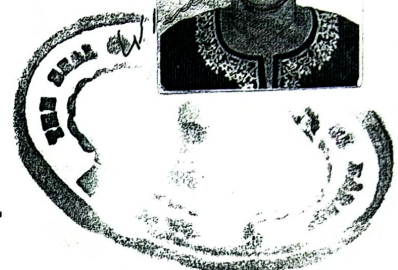
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W Pereira

SELLER NO.2 *W Pereira*
MRS. WILMA PEREIRA



L.H.F.I.

R.H.F.I.

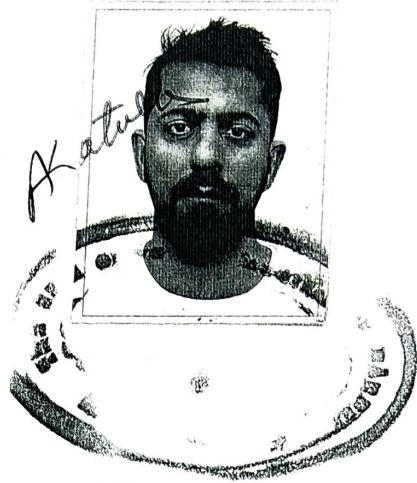
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Luciana Pereira

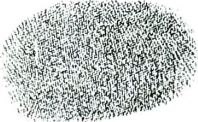









Photocopy José

Akshay
PURCHASER
AL-MUSTAFA DEVELOPERS
THROUGH ITS PARTNERS:-



1.MR. AMJAD HUSSEIN KATVELIA
L.H.F.I.

R.H.F.I.

1. 	1. 
2. 	2. 
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Shera

W Parva

Akshay

Zmohand

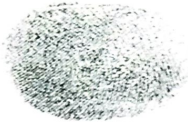









Zahur

Zahur



2. MR. ZAHUR AHMED MOTIWALA
L.H.F.I.



1. 	1. 
2. 	2. 
3. 	3. 
4. 	4. 
5. 	5. 

WITNESSES:-

1. Ramesh Naik *R Naik*

2. Madan Shirodkar *M Shirodkar*

Bereira *Wkereim* *Ahateels* *Zahur*

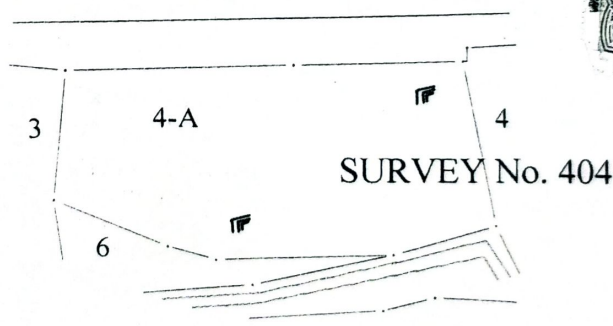
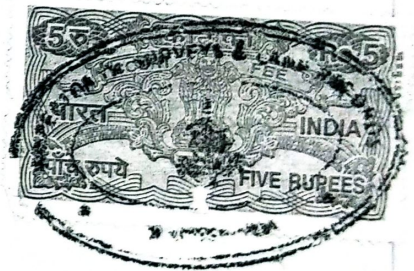


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MAPUSA - GOA

Inward No: 7162

Plan Showing plots situated at
 Village : SOCORRO
 Taluka : BARDEZ
 Survey No./Subdivision No. : 404/ 4-A
 Scale : 1 :1000

[Signature]
 (Rajesh R. Pai Kuchelkar)
 Inspector of Survey &
 Land Records.



Generated By : *[Signature]* Vrushali Arolkar (D' Man Gr. II)
 On : 09-07-2018

[Signature]
 Compared By:

Seller NO 1 *[Signature]*
 Seller NO 2 *[Signature]*

purchase 1) *[Signature]*
 2) *[Signature]*

Office of Sub-Registrar Bardez

Government of Goa

Date & Time : 26-07-2018 01:24:37 PM



Document Serial Number : 3161

Registered at 01:04:00 PM on 26-07-2018 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

No	Description	Rs. Ps
1	Registration Fee	420000.00
2	Processing Fees	460.00
	Total :	420460.00

Stamp Duty Required: 540000.00 Stamp Duty Paid: 540000.00

Presented by Hussein Katvelia presenter

Name	Photo	Thumb Impression	Signature
Hussein Katvelia, S/o Hussein Katvelia, Married, Indian, age 43, Business, r/o E-111, Ganeshpuri Housing Board, Mapusa Goa Company Pan no A7834K, Partner of Al-Mustafa Developers having its reg office at C2, 3rd Floor, Eldorado Plaza Panaji Goa			

Endorsements

Witness

Witness 1: Brian Monty Pereira @ Brian Monty Pereira @ Bryan Monty Pereira, S/o Joaquim Martinho, Married, Indian, age 73 Years, retired, r/o 301, Hira Bhavan 3rd Floor, MMC Road, Mahim Mumbai-400016, PAN: AAAYPP4225C

Photo	Thumb Impression	Signature
		



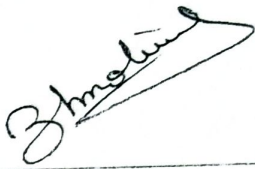
Witness 2: John Baptist Pereira, D/o John Baptist, Married, Indian, age 65 Years, House-Wife, r/o 301, Hira Bhavan 3rd Floor, MMC Road, Mahim Mumbai-400016 pan no AXPPP9009A

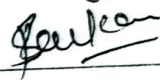
Photo	Thumb Impression	Signature
		

Presented by Hussein Katvelia, S/o Hussein Katvelia, Married, Indian, age 43 Years, Business, r/o E-111, Ganeshpuri Housing Board, Mapusa Goa Company Pan no ABAFA7834K, Partner of Al-Mustafa Developers having its reg office at C2, 3rd Floor, Eldorado Plaza Panaji Goa

Photo	Thumb Impression	Signature
		

Ahmed Motiwala, S/o Gaffar Motiwala, Married, Indian, age 34 Years, Business, r/o H no 1/2, Sapna Nagli Hilla Taligao Goa pan no ALMPM5419L, Partner of Al-Mustafa Developers having its reg office at Floor, Eldorado Plaza Panaji Goa

Photo	Thumb Impression	Signature
		

Witness Details	Signature
Sonal Raikar, D/o Jagannath Raikar, UnMarried, Indian, age 25 years, Advocate, r/o H no 408, Assagao Bardez Goa	


SUB-REGISTRAR
BARDEZ

By HDFC Bank of Rs 120000/- DATED 25/07/2018 under challan no 26503 Mutation fees paid of Rs
vide challan no 201800641124 \$ Rs 500/- vide Challan No 201800667048
dated 03/08/2018 total Challan Paid Rs. 2500/-

SUB-REGISTRAR
BARDEZ

3161/18

Book-1 Document
Registration Number BRZ-BK1-03473-2018
CD Number BRZD801 on
Date 07-08-2018


Sub-Registrar (Bardez)

ed By: Shobha

**SUB-REGISTRAR
BARDEZ**

re: - 

and Developed by C-DAC, ACTS, Pune