

# DEED OF SALE

Between

SHRI MOTILAL NEVREKAR

SHRI ROHIT NEVREKAR

SHRI AMIT NEVREKAR

And

GOA PROPERTY MANAGEMENT PRIVATE LIMITED

67  
25/2/08

02128



गोवा GOA

Date: 20/2/08 Ser. No.: 16323 Value: 5000  
 Name of the purchaser: Shri. Prasad Mangal 005060  
 Resident of: ... Purpose: ...  
 Place of Vendor Panaji. As there is no one single stamp paper for the value of Rs. 5,400/- additional stamp paper for the completion of the value is attached alongwith.

Sign. of Stamp Vendor  
 Mrs. Urmila S. Kamat Tarcar  
 Lic. No. AC-STP-VEN/2006  
 Dt. 30-01-2001

Shri. Prasad  
 Sign. of Purchaser

Serial No. 597  
 Presented at the Office of the  
 Sub-Registrar at ...  
 between the ... of ...  
 and 12pm on 21/2/2008

Received fees for Rs. 5388/-  
 Registration 5388  
 Copying (Folios) 60  
 Copying Endorsements 60  
 Postage 60  
 Total Rs. 5450/-

Shri. Prasad  
Ilhas  
 SUB-REGISTRAR  
 ILHAS

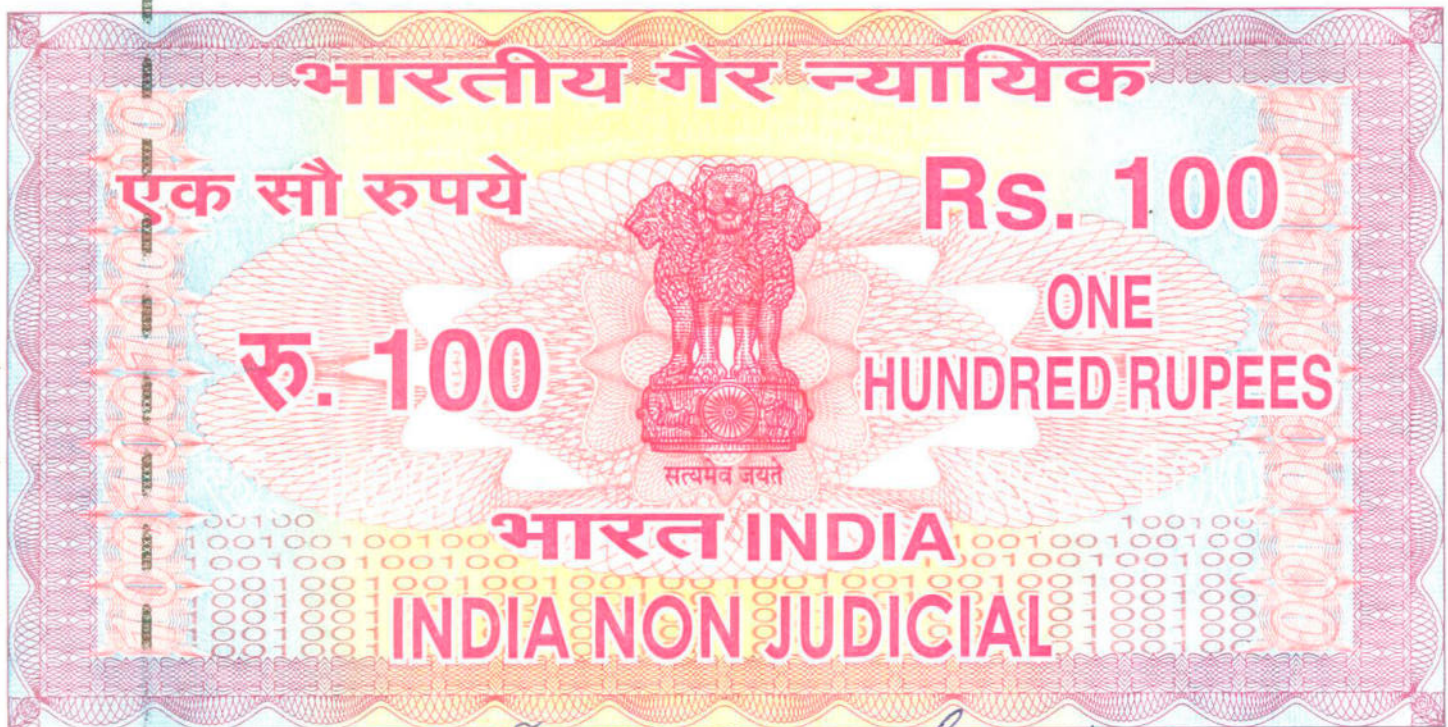
Ilhas  
 SUB-REGISTRAR  
 ILHAS

DEED OF SALE

This DEED OF SALE is made and executed at Panaji,  
 Goa on 20<sup>th</sup> day of month February 2008;

Ilhas

Shri. Prasad



गोवा GOA

Date: 20-02-08 Ser. No.: 16373 Value Rs 100  
Name of the purchaser: GOA Property Manager  
Resident of: [Signature]  
Place of Vendor: [Signature] to one single stamp paper for the value of Rs. 5400/- additional stamp paper for the completion of the value is attached alongwith.

[Signature]  
Sign. of Purchaser

[Signature]  
Sign. of Stamp Vendor  
Mrs. Umila S. Kamat Tarcar  
Lic. No. AC-STP-VEN/2000  
Dt. 30-01-2001



-2-

BETWEEN

(1) SHRI MOTILAL NEVREKAR, son of Vishnu Nevrekar, aged 69 years, Occupation business, (2) SHRI ROHIT NEVREKAR, son of Motilal Nevrekar, aged 33 years,

[Signature]

[Signature]



गोवा GOA

Date: 20.02.08 Ser. No.: 16373 Value 100  
Name of the purchaser: Book Property 097892  
Resident of: Managat  
Place of Vendor: Managat  
for the value of Rs. 3400/- there is no one single stamp paper  
completion of the value is attached alongwith. additional stamp paper for the  
Sign. of Purchaser: Uscawarcel  
Sign. of Stamp Vendor: Uscawarcel  
Mrs. Urmila S. Kamat Tarcar  
Lic. No. AC-STP-VEN/2008  
Dt. 30-012001



-3-

occupation Medical Practitioner, (3) SHRI AMIT NEVREKAR, son of Motilal Nevrekar, aged 29 years, Occupation Business, ALL Indian Nationals, residing at

Uscawarcel

Uscawarcel



गोवा GOA

Date: 20-02-08 Ser. No. 16373 Value 100/  
Name of the purchaser: Goa Property Management 097893  
Resident of: P. J. 67 Purpose Put 29  
Place of Vendor: Ranali as there is no one single stamp paper  
for the value of Rs. 5400/- additional stamp paper for the  
completion of the value is attached alongwith

*Urmila S. Kamat*  
Sign. of Purchaser

Sign. of Stamp Vendor  
Mrs. Urmila S. Kamat Tarcar  
Lic. No. AC-STP-VEN/2006  
Dt. 30-01-2001

-4-

Amrut Nagar, Gogol-Margao, Goa represented herein by  
their duly constituted attorney SHRI AJIT MUKUND  
BHANDARI, in terms of Power of Attorney dated

*Ajit M. Bhandari*

*Urmila S. Kamat*



गोवा GOA

Date: 2002-08 Ser. No.: 16373 Value: ₹ 100  
Name of the purchaser: Leo Velho  
Resident of: Managers of Ptz Purpose: 083449  
Place of Vendor: Goa. As there is no one single stamp paper for the value of Rs. 5400/- additional stamp paper for the completion of the value is attached alongwith.

Leo Velho  
Sign. of Purchaser

Urmila S. Kamat Tarcar  
Sign. of Stamp Vendor  
Mrs. Urmila S. Kamat Tarcar  
Lic. No. AC-STP-VEN/2000  
DL 30-012001



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18.02.2008 attested before Leo Velho, Advocate & Notary Public, Union of India, under No.1023 dated 19.02.2008, hereinafter referred to as the

Leo Velho

Urmila S. Kamat Tarcar

**'Vendors/Transferors'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, successors, administrators, executors and assigns) OF THE ONE PART;

AND

GOA PROPERTY MANAGEMENT PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at T-13, Jairam Complex, Nevgi Nagar, Panaji, Goa, herein after referred to as the **'Purchaser/Transferees'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its legal representative, successors, administrators, executors and assigns) represented herein by its Authorized Signatory Shri Mahesh K. Sawaikar, son of Shri Krishna V. Sawaikar, aged 45 years, Occupation Business, Indian National, residing at House No. 505 B, 'Sudha Colony', Bordem, Bicholim, Goa, in terms of the Resolution passed by the Board of Directors dated 11.2.2008 of the OTHER PART;



WHEREAS, there exists a property known as "ODLEM RAN", admeasuring an area of 87,025 sq. mts, situated at Azossim, within the limits of Village Panchayat of Azossim, Taluka and Sub-District of Azossim, District North Goa, State of Goa, described in the Land Registration Office of Ilhas under Description No. 382 at pages 236 reverse of the book 'B' five and surveyed under Survey No. 63/0 of Azossim Village, Taluka Tiswadi, Goa, which is more particularly

*Mahesh K. Sawaikar*

*Mahesh K. Sawaikar*

described in Schedule I hereunder written and hereinafter referred to as the 'Said Entire Property';

AND WHEREAS the said entire property was originally belonging to the members of the undivided family of Bandaris namely (1) Narana Quexova Bandari, widower, (2) Bicu Quexova Bandari and his wife (3) Podmavoti Bandarina, (4) Usno Bandari, widower, (4) Chrisna Rama Bandari and his wife (5) Locximim Bandarinim, (5) Srinivassa Locu Bandari and his wife (6) Duarqui Bandarina, (7) Locximondra Bandari and his wife (8) Savitri Bandarina, (9) Roguvira Bandari and his wife (10) Gopica Bandarinim, (11) Ananta Locu Bandari and his wife (12) Rama Bandarinim, (13) Narcinva Bandari and his wife (14) Sundori Bandarinim, (15) Mortho Bandari and his wife (16) Sorospoti Bandarinim;



AND WHEREAS vide Deed of Fixation of Social Rights dated 25/03/1900 executed between the members of undivided family of Bandaris, they fixed the hereditary right of each of them to the estate of the family;

AND WHEREAS upon the death of Gopica Bandarina, the Inventory Proceedings among minor heirs were instituted in the Court of Civil and Commercial Division in the Comarca of Ilhas of Goa, wherein the said entire property described under Item No. 60 were allotted to Srinivassa Locu Bandari for the auctioned value and one third in the division made in the aforesaid Partition Proceedings;

AND WHEREAS the said entire property stands inscribed under Inscription No. 9084 at pages 65 reverse of the Book F17 in the name

*AMBANDARI*

*Dasawadee*



of late Srinivassa Locu Bandari in the Land Registration Office of the Judicial Division of Ilhas of Goa;

AND WHEREAS upon the demise of Srinivassa Locu Bandari and his wife Smt. Duarqui Bandarina, the said entire property was inherited and devolved upon their only sons namely (1) Shri Keshav Bhandari married to Smt. Shantabai Bandari, (2) Shri Mukund Bhandari married to Smt. Laxmibai Bandari and (3) Shri Vithal Bhandari married to Smt. Rukminibai Bandari as per their respective shares i.e.  $\frac{1}{4}^{\text{th}}$ ,  $\frac{1}{4}^{\text{th}}$  and  $\frac{1}{2}$  respectively, who were owners in possession and enjoyment of the said entire property;

AND WHEREAS upon their demise the said entire property devolved upon and inherited by their respective children, who are the Vendors herein. In view of the aforesaid facts, the Vendors herein became the joint owners in possession and enjoyment of the said entire property;

AND WHEREAS Vendors got executed a Deed of Succession confirming their ownership of the said entire property, which Deed of Succession is recorded before Shri. Suka V. Govenkar, Sub-Registrar cum Notary Ex-Officio of the Judicial Division of Canacona dated 21/01/2008 recorded at pages 28 v to 31 v, Notarial Book of Deeds No. 14.

AND WHEREAS the said entire property stands recorded in the Index of Land in the name of (1) Smt. Shantabai Keshav Bandari, (2) Smt. Laxmibai Mukund Bandari and (3) Shri Rajendra Vithal Bandari in the 'Occupant Column';

*Amal*

*Lugawar*

AND WHEREAS the Vendors herein have sub-divided the said entire property into 2 plots namely Plot Nos. 'A' admeasuring 40,000 sq.mts and Plot 'B' admeasuring 47,025 sq. mts.;

AND WHEREAS vide a Deed of Sale dated 15/02/2008 presented for registration before the Sub-Registrar of Ilhas under Serial No. 559 dated 19/02/2008, the other co-owners of the said property therein sold, conveyed and transferred their 12/14<sup>th</sup> undivided share in Plot 'B' admeasuring 47,025 sq.mts in favour of Purchaser herein, which Plot 'B' is more particularly described in Schedule II hereunder written and hereinafter referred to as the 'Said Plot B' ;

AND WHEREAS the Purchaser has approached the present Vendors with a proposal to purchase their 1/14<sup>th</sup> undivided Share in said Plot No. 'B' (equivalent to 3,358 sq.mts);

AND WHEREAS on discussions and negotiation between the Purchaser and the Vendors, the present Vendors have agreed to sell in favor of the Purchaser and the Purchaser has agreed to purchase from the Vendors the said undivided 1/14<sup>th</sup> share for such consideration and subject to such terms and conditions as hereinafter appearing:

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

1. In pursuance of the discussions and the negotiations between the Purchaser and the Vendors and on payment of total consideration amount of Rs. 2,68,714/- (Rupees Two Lacs Sixty Eight Thousand Seven Hundred Fourteen Only) paid by the Purchaser to the Vendors by a Cheque being Cheque No 102251 dated 20/02/2008 for a sum of Rs. 2,68,714/- (Rupees Two Lacs Sixty Eight Thousand Seven Hundred Fourteen

*AmBharya*

*Aswajit*

Only), drawn on State Bank of India, Panjim Main Branch in favour of Ajit Mukund Bhandari, the receipt of which all the Vendors do hereby admit and acknowledge and therefore the Vendors as owners in possession and enjoyment, do hereby sell, transfer and convey all their rights, title and interests (1/14<sup>th</sup> undivided share) in the said Plot 'B' described more particularly in Schedule II hereunder written and shown in red coloured boundary line in the Plan annexed hereto including all the privileges, easements, profits and appurtenances to the said Plot 'B' admeasuring an area of 47,025 sq.mts, TOGETHER WITH all the things permanently attached thereto and standing thereon or any part thereto belonging or otherwise appertaining thereto ALONG WITH all the estate, rights, title, interests, use, possession, benefit, claim and demands whatsoever at law or at Equity or Otherwise of the Vendors in or to the said Plot 'B' hereby transferred and every part thereto TO HAVE AND TO HOLD the same unto and to the use and benefit of the Purchasers as absolute owners thereto. The Consideration amount paid herein corresponds with 1/14<sup>th</sup> undivided share of Plot 'B' hereby conveyed.



2. The Vendors and the Purchaser do hereby covenant with each other as under:
  - a. The Vendors hereby declare that they have absolute right and full authority to sell and dispose off the said Plot "B" in favour of the Purchaser along with the other co-owners. The Vendors hereby declare that their title to the said Plot 'B' is clear and marketable

*Ajit Mukund Bhandari*

*Ajit Mukund Bhandari*

and that there are no charges or encumbrances of any Bank or Financial Institutions thereon.

- b. The Vendors declare that the said Plot 'B' is not the subject matter of acquisition or requisition by the Government.
- c. The Vendors declare that there are no Tenants, Mundkars or Talukdars in the said said Plot 'B' hereby conveyed.
- d. That the Vendors have paid all the taxes, dues or duties payable to the State Government, Central Government or any other Statutory or Non-Statutory bodies or local or any other authorities payable till the date of execution of the present Deed.
- e. The Vendors declare that they shall co-operate with the Purchaser in recording the name of the Purchaser in the record of rights, records of Village Panchayat as well as in the records of other Local and Statutory Bodies and for the said purpose they shall sign all Applications, Petitions, Affidavits, declarations, undertakings etc. as may be required by the Purchaser for effective transfer of the said said Plot 'B'.
- f. The Vendors shall also co-operate with Purchaser in promulgation of the Survey Records of the said entire property. For that purpose, the Vendors shall sign, verify, declare, swear any Affidavit, Applications,



*AmBharshi*

*Dasawalker*

Petitions, Declarations, Plaint, No Objection Certificate etc. so as to transfer the said Plot 'B' effectively in favour of the Purchaser.

- g. The Vendors hereby declare that in case any third parties claim co-ownership of the said said Plot 'B' or claim any right thereto either by way of right of pre-emption or otherwise, all such claim shall be settled by the Vendors.
- h. The said Plot 'B' share hereby conveyed is not the subject matter of any subsisting Agreement for Sale, Leave and Licence, Mortgage, Assignment of Rights in the property of whatever nature etc. executed by the Vendors or any other third parties representing the Vendors.
- i. The Vendors have not received any notice of acquisition or requisition of the said Plot 'B' by the Government or any other Statutory or local authority.
- j. The said Plot 'B' is not the subject matter of any pending litigation before any Courts of law or any other statutory or local authorities. The Tenancy Case No. TNC/Decl./9/2006 in the Court of the Mamlatdar of Tiswadi Taluka will be unconditionally withdrawn by the Applicants therein.
- k. The Vendors shall execute simultaneously an Irrevocable Power of Attorney in favour of the



*[Handwritten signature]*

*[Handwritten signature]*

Purchaser or any person nominated by the Purchaser, to enable him to represent the Vendors before all the Courts of law, statutory and other authorities including Government Departments for effective transfer of the said Plot 'B' in favor of the Purchaser.

1. The Vendors have all the documents of title up-to-date in regard to the said entire property showing the flow of title demonstrating as to how the said entire property is devolved in favor of the said Vendors along with the other co-owners named in the Deed of Sale presented for registration under Serial No. 559 dated 19/02/2008.



- m. In case the Purchaser is deprived of enjoyment of the said Plot 'B' or a part thereof on account of defect in title of the Vendors, or on account of claim of tenancy or any other claim which may be made by any third parties in respect of the said Plot, the Vendors shall rectify/cure all such defects and if it is not possible for them to cure the same, they shall indemnify the Purchaser to the extent of deprivation of enjoyment of the said Plot.

3. The Vendors have acknowledged and ratified that the other co-owners have already handed over the possession of the said Plot 'B' to the Purchaser on execution of the Deed of Sale presented for registration at Serial No. 559 dated 19/02/2008.

*M. B. ...*

*M. S. ...*

4. The consideration amount received by the duly constituted attorney Shri Ajit Bhandari shall be construed/deemed to have been received by all the Vendors herein.
5. Plan annexed to the present Deed is to be construed as an integral part of the present Deed of Sale.
6. Market value of 1/14<sup>th</sup> undivided share of the said Plot 'B' hereby sold, conveyed and transferred (equivalent to 3,358 sq.mts) is Rs. 2,68,714/- (Rupees Two Lacs Sixty Eight Thousand Seven Hundred and Fourteen Only) and the stamp duty is paid accordingly.

#### SCHEDULE I

(Description of the Said Entire Property)

ALL THAT property known as "ODLEM RAN", consisting of Caju trees, jack trees and mango trees etc, admeasuring an area of 87,025 sq. mts, situated at Azossim, within the limits of Village Panchayat of Azossim, Taluka and Sub-District of Ilhas, District North Goa, State of Goa, described in the Land Registration Office of Ilhas under Description No. 382 at pages 236 reverse of the book 'B' five and inscribed in the name of Srinivassa Locu Bandari under Inscription No. 9084 but not enrolled in the Taluka Revenue Office for the purpose of Matríz (Matríz Nil) and surveyed under Survey No. 63/0 of Azossim Village, Taluka Tiswadi, Goa and bounded as follows:



*Ajit Bhandari*

*Srinivassa Locu Bandari*

- On or towards the North : By the caju grove Vallem Batta in possession of Confraria of Our Lady of Miracles of the Church of the said village of Assozim.
- On or towards the South : by the Caju grove 'Bailem Sorla in possession of Luis Filipe Caetano Ribeiro, heirs of Jose Filipe Constancio Ribeiro of S. Pedro.
- On or towards the East : By the Caju grove 'Oddaveli Xir' in possession of Locu Bandari.
- On or towards the West : By the path which goes from Mandur to Goa.

#### SCHEDULE II

(Description of the said Plot)



ALL THAT Plot of land being Plot No. 'B' admeasuring an area of 47,025 sq. mtrs., forming part of the entire property described more particularly in Schedule I hereinabove written and is bounded as follows:

- On or towards the North : by the property surveyed under Survey No. 65 of the village of Azzossim;
- On or towards the South : by the sub-division plot No. 'A' of the same property;
- On or towards the East: by the property surveyed under Survey No. 62 of the Village of Azzossim;
- On or towards the West : by the property surveyed under Survey No. 64 of the Village of Azzossim.

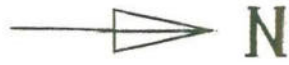
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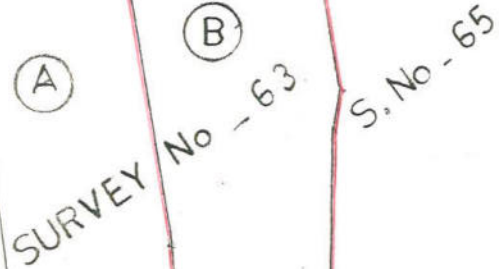
# PLAN

PLAN SHOWING DIVISION 'A' & 'B' OF BEARING S.No.-63/0  
SITUATED AT AZOSSIM VILLAGE OF TISWADI TALUKA.

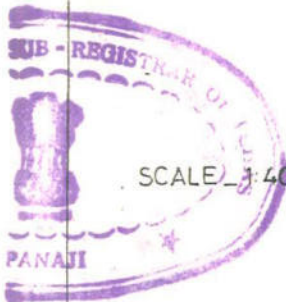


S No-64.

PLOT A. 40000 M<sup>2</sup>  
PLOT B. 47027 M<sup>2</sup>  
TOTAL \_\_\_\_\_ 87025 M<sup>2</sup>



S No-61



SCALE 1:4000

Registered No. 617  
at pages 210 to 228  
Book No. I Volume No. 1927  
Date 25/2/58

Sub-Registrar

VENDOR\_ *M. B. ...*

PURCHASER *...*

SURVEY No-62

S.No.-36

S.No.34

IN WITNESS WHEREOF the parties hereunto have subscribed their hand and sign on these presents on the day, month and the year herein before mentioned.


SIGNED AND DELIVERED BY ]  
WITHIN NAMED "VENDORS" ]  
1. SHRI. MOTILAL VISHNU NEVREKAR ]  
2. SHRI ROHIT MOTILAL NEVREKAR ]  
3. SHRI AMIT MOTILAL NEVREKAR ]  
Through their duly constituted attorney ]  
Shri Ajit Mukund Bhandari ]

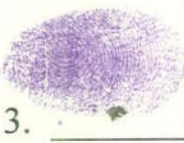


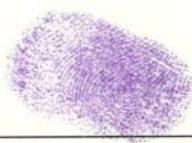
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1.  \_\_\_\_\_

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2.  \_\_\_\_\_

3.  \_\_\_\_\_

3.  \_\_\_\_\_

4.  \_\_\_\_\_

4.  \_\_\_\_\_

5.  \_\_\_\_\_

5.  \_\_\_\_\_

(Left hand finger prints)

(Right hand finger prints)



SIGNED AND DELIVERED ]  
BY THE WITHIN NAMED ]  
"PURCHASER" ]  
Goa Property Management Private Limited ]  
Through its Authorized Signatory ]  
Shri. Mahesh Krishna Sawaikar ]



*Sawaikar*

*M. K. Sawaikar*



1. 

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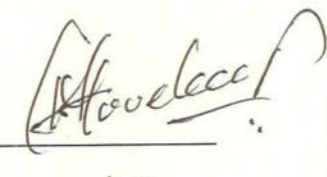
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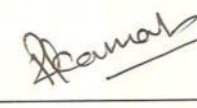
5. 

(Left hand finger prints)

(Right hand finger prints)

In the presence of witnesses:

1. Manoj H. Govelekar, Advocate 

2. Resha Kamat, Advocate 



① Shri. Ajit Meekand Bhandari, major,  
 as attorney of (a) Shri. Motilal Devrekar,  
 s/o Vishnu Devrekar, 69 yrs, business (b)  
 Shri. Rohit Devrekar, s/o Motilal Devrekar,  
 33 yrs, medical practitioner (c) Shri. Amit  
 Devrekar, s/o Motilal Devrekar, 29 yrs,  
 business, all Indian Nationals, s/o Anant  
 Nagar, Gogol, Margao-Goa.

② Goa Property Management Private  
 Limited, a company being represented  
 by its Authorized Signatory Shri. Mahesh  
 K. Sawarkar, s/o Krishna V. Sawarkar,  
 45 yrs, business, Indian National, s/o  
 House No. 505 B, 12/2ndha Colony, Bor-  
 dem, Bicholim - Goa.

executing party .....

admits execution of the so called

Sale

1. Anblond
2. Sawarkar



Adas Manoj Hiralal  
 Govekar, maha  
 Unyamed, s/o I humibel

and known to the Sub-Registrar  
 states that he knows  
 the above content and identi-  
 fies him.

*(Signature)*  
 SUB-REGISTRAR  
 ILHAS

Registered No. 617  
at pages 210 to 228  
Book No. I Volume No. 1923  
Date 25/2/08



Sub-Registrar

Note of Return This document  
will be returned on 25/2/08.

*Ilhas*  
SUB-REGISTRAR  
ILHAS

