

Crupees Ten Lakh Sixty thousand Only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SAPANA BEHRIER CO-OP, HSG SOCIETY LTD
ST. JOQUIM ROAD, BORDA,
MARGAO - GOA 403 682

भारत 09304
185425

NON JUDICIAL गोंय
APR 09 2014



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Rs. 1060000/- PB7223

D-5/STP(V)/C.R./35/3/2011-RD

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STAMP DUTY

GOA

For CITIZENCREDIT™
Co-operative Bank Ltd.

Handwritten signature

Authorised Signatory

Name of Purchaser, Commonwealth Developers Pvt. Ltd.

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DEED OF SALE

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M. S.

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This Deed of Sale is executed at Margao on the **14th** day of the month of **April 2014**.

BETWEEN

- (1) (a) **Mr. THOMAS JOHN AGNELO PEREIRA**, son of Camilo Inacio Evaristo Pereira, age 57 years, landlord, Indian National, married (PAN CARD No. [REDACTED]) and his wife;
- (1) (b) **Mrs. LUIZA alias LOUISA ANITA PEREIRA**, age 51 years, daughter of Anthony Wolfgang Mathias Menezes, housewife, Indian National, (PAN CARD No. [REDACTED]), both residing at Flat No.A6, Sahyadri Apts, 2nd floor, Chicalim Goa.
- (2) (a) **Mr. CLIFFORD ANTHONY PEREIRA**, son of Camilo Inacio Evaristo Pereira, age 49 years, Indian National, landlord, married (PAN CARD No. [REDACTED]) and his wife;
- (2) (b) **Mrs. FLORY SYLVIA PEREIRA**, daughter of Ernest Florence Saldanha, age 46 years, Indian National, landlord, (PAN CARD No. [REDACTED]) residing at Goa Shipyard Officer's Residential Enclave Flat No.A1/6, Airport road, Chicalim, Goa.
- (3) (a) **Mr. CLARENCE BAPTIST PETER PEREIRA**, son of Camilo Pereira, age 51 years, Indian National, landlord, married, (PAN No [REDACTED]) and his wife;
- (3)(b) **Mrs. CORETTA KITTY JESUS PEREIRA**, daughter of Rosario Santana Fernandes, age 40 years, Indian National, landlord, (PAN CARD No.A [REDACTED]) residing at 1599/2E, Block B, next to Xavier Centre for Historical Research Alto Torda, Porvorim, Bardez Goa, hereinafter referred to as the VENDORS of the One Part.

Thomas John Agnelo Pereira
Luisa Anita Pereira

Clifford Anthony Pereira
Flory Sylvia Pereira

Clarence Baptist Peter Pereira



AND

M/S COMMONWEALTH DEVELOPERS PVT. LTD. a company incorporated under the Indian Companies Act, having PAN No. [REDACTED] and with the registered office at CD Fountainhead, Murida, Fatorda Salcete Goa and represented by its Managing Director Datta Damodar Naik, son of late Damodar Kashinath Naik, aged about 59 years, resident of Margao, Goa, hereinafter referred to as THE VENDEE Other part.

The terms THE VENDORS AND THE VENDEE shall include their heirs, successors, legal representatives, administrators, executors and assigns.

All individuals intervening in this Deed of Sale are Indian Nationals.

WHEREAS:

A. At Gogol in Margao city within Salcete Taluka in the State of Goa, there is a property described in the Land Registration office under no. 31663 at pages 130 of Book B 81 new series and enrolled in Land Revenue Office under Matriz no.799 known as Gogol alias Culna. This property is more clearly described in Schedule I hereunder .

B. The property was inscribed in favour of Thomas Pereira upon whose death orphanological inventory was initiated under no.35/72 in the court of Civil Judge Senior Division Mapusa and the said property was allotted to Thomas John Agnelo Pereira.

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C. A part of the above property which is now surveyed under chalta no.18 of P.T. Sheet No.91 of Margao city was sold to Bapu Pandurang Korgaonkar by deed of sale dated 2/1/ 1984 duly registered in the office of Sub-Registrar of Salcete under no.1263 at pages 348 to 353 Book No.I Volume No.302 dated 2/6/1984 and the remaining part remained under chalta no. 13 of P.T. sheet no. 91 of Margao City which part is more clearly described in Schedule II hereunder .

D. A civil suit filed before the Civil Judge Senior Division Mapusa and bearing no.384/94/A was decreed on 16/10/1989 whereby the VENDORS at Sr. Nos.1 and 2 Thomas John Agnelo Pereira and his wife were ordered and decreed to sell to Mr. Clifford Anthony Pereira and Clarence Baptist Peter Pereira (VENDORS nos.2(a) and 3(a) two thirds undivided right to the said property and in compliance of the said decree the said undivided right was transferred by deed of sale dated 18/12/1989 duly registered in the Office of Sub-Registrar of Salcete under Registration no. 942 at pages 44 to 55 Book No. I Vol. No. 188 dated 9/8/1981.

E. Another suit bearing 219/90/A was filed before Civil Judge Senior Division Margao to correct the entries in property card which suit was decreed and the names of persons appearing in the property card were ordered to be deleted.

F. The VENDORS at Sr. No.1, 2(a) & 3(a) above named entered into an agreement of sale and development dated 05/08/1994 with M/s. Karekar Realtors to develop the property admeasuring an area of 5038 m2 described in schedule II attached to this agreement & in terms of which M/s. Karekar Realtors were to built 3 Duplex bungalows and allot them to the VENDORS. The

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Duplex bungalows were to be built in the portion of the property described in schedule D to the said agreement.

G. M/s. Karekar Realtors built three Duplex bungalows in the plot described as schedule D to the agreement dated 5/08/1994 and after obtaining the Occupancy certificate from Margao Municipal Council under no.3(OC)1/03-04/TECH/158 dated 12/1/2004 handed over to the VENDORS. The Margao Municipal council has issued separate house numbers under nos. 3/4372, 3/4373, 3/4374,3/4375,3/4376 & 3/4377 in respect of the three duplex bungalows.

H. The property described in Schedule D in the agreement dated 5/08/1994 is shown to admeasure 2000 sq. mts. A portion of the property under Schedule D is being used for access to the remainder area where M/s. Karekar Realtors have put up a housing scheme called Pereira Residency. The portion admeasuring 1800 sq. mts. and now surveyed under chalta No. 43 of P.T. Sheet No.91, Margao city is partitioned as a separate holding upon judgement passed by the Dy. Collector in LRC/PART/69/2012/2 dated 12/3/2013.

I. Property now surveyed under chalta no.43 of P.T. Sheet No.91 is the subject matter of this deed and is hereinafter called the 'SAID PLOT'.

J. The VENDORS have represented to the VENDEE that:

a) the VENDORS are in peaceful, open, continuous, exclusive and uninterrupted actual physical possession of the said plot along with the three duplex bungalows built therein;

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b) there are no other encumbrances, charges, liens, and that the VENDORS have not obtained any other loan by encumbering the said plot and the three bungalows located therein.

c) that no attachment or notices from the central or state government, any local body or authority, whether under the municipality Act or any other act of any scheme or legislative enactment; government ordinance. Order or said notification including any notice/proceedings for acquisition or requisition has/had been received by or served upon the VENDORS part and that the said plot or any part thereof is not subject to any attachment or certificate or other recovery proceedings under the Income Tax Act or any statutory law or regulation;


d) that there is no mundkar and/or tenant and/or any person claiming any right to the said plot and the three duplex bungalows.

e) that there is no subsisting agreement affecting their title to the said plot or any part thereof and the three bungalows.

K. Based upon the representations the VENDEE has approached the VENDORS to purchase the said plot with the three duplex bungalows for a consideration of **Rs.2,65,00,000/- (Rupees Two Crores & Sixty-five Lakhs only).**

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. That in pursuance of the said agreement, the VENDORS hereby grant, convey and assure all that said plot described in SCHEDULE III hereunder and more clearly shown in the PLAN attached hereto in red colour, unto the VENDEE, together with all privileges, advantages and rights to the said plot TO HAVE AND TO HOLD the same for use and benefit of the VENDEE. The consideration of the said plot along with the three bungalows built therein is


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Rs.2,65,00,000/- (Rupees Two Crores Sixty-five Lakhs only).

2. The VENDEE have paid to the VENDORS full consideration towards the sale of said plot along with the 3 duplex Bungalows built therein for amount of **Rs.2,65,00,000/- (Rupees Two Crores & Sixty-five Lakhs Only)** in the following manners :

- i. To the VENDORS at Sr. No. 1 (a) : Rs.87,45,000/- (Rupees Eighty-Seven Lakhs Forty-five Thousand Only) after deducting 1% TDS on Rs.88,33,333/- (Rupees Eighty-eight Lakhs Thirty-three Thousand three hundred & thirty-three only) by means of cheque bearing no. 000107 dated 14/04/2014 drawn on HDFC Bank , Margao Goa.
- ii. To the VENDORS at Sr. No. 2 (a) : Rs. 87,45,000/- (Rupees Eighty-Seven Lakhs Forty-five Thousand Only) after deducting 1% TDS on Rs. 88,33,333/- (Rupees Eighty-eight Lakhs Thirty-three Thousand three hundred & thirty-three only) by means of cheque bearing no.000108 dated 14/04/2014 drawn on HDFC Bank , Margao Goa.
- iii. To the VENDORS at Sr. No.3 (a) : Rs.87,45,000/- (Rupees Eighty-Seven Lakhs Forty-five Thousand Only) after deducting 1% TDS on Rs.88,33,333/- (Rupees Eighty-eight Lakhs Thirty-three Thousand three hundred & thirty-three only) by means of cheque bearing no.537588 dated 14/04/2014 drawn on The Goa Urban Co-Operative Bank Ltd, Margao Goa,

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The VENDORS discharge the VENDEE of their claim in respect of the consideration amount and hereby state that they have no claim of whatsoever nature against the VENDEE.

- iv. The three duplex bungalows and the said plot is now in absolute ownership and possession of the VENDEE. The VENDEE is entitled to enjoy, hold, dispose the three duplex bungalows and/or deal with the three duplex bungalows in whatever manner they deem fit and proper.
- v. It is covenanted between the parties that the VENDEE may from time to time and at all times hereafter peaceably and quietly enter upon, possess and enjoy the said plot and the three duplex bungalows hereby conveyed without any claim whatsoever from the VENDORS or anybody claiming on their behalf. The VENDORS upon the execution of this Deed hereby hand over possession of the said plot along with the three duplex bungalows to the VENDEE.
- vi. It is hereby covenanted between the parties that the VENDEE shall hold, possess and dispose off or otherwise deal with the said plot along with the three duplex bungalows forever released and discharged by the VENDORS who hereby indemnify the VENDEE against any third party claim in respect of the said plot and the duplex bungalows.

5. The VENDORS further covenant that they shall at the request and cost of the VENDEE do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for

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further and more perfectly conveying and assuring the said plot according to the true intent and meaning of this Deed.

6. The VENDORS covenant to save the VENDEE from any harm or loss arising out of any encumbrance, charge, lien, defect in title or any third party claim of whatsoever nature to the said plot and the three duplex bungalows and to keep the VENDEE indemnified in case of such harm or loss.

SCHEDULE-I

The property known as Gogol alias Culna, situated at Gogol, within the area of Margao Municipal Council, Taluka and Sub-district of Salcete, District of South Goa, State of Goa, Described in the Land Registration Office of Salcete under No.31,663 at pages 130 of book B 81, New Series, enrolled in the Land Revenue Office under matriz No.799, surveyed under Chalta Nos.13 and 18 and 43 of P.T. sheet No.91, and bounded on the East by property of the same name of Jose Bento Vaz, and his wife Santana Dias of Margao, on the West by the property surveyed under chalta No. 2 of P.T. sheet No. 91 belonging to Mrs. Donize Viegas and others, on the North by property of same name of said Jose Bento Vaz and his wife and on the South by the property of Comunidade of Margao.

SCHEDULE II

All that property, which is a part of the property described in the schedule 'I' above, surveyed under chalta No.13 of P.T. sheet No. 91, having an area of 7038 sq. metres, forming an independent an separate property, situated at Gogol, Margao,

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Goa, and bounded on the North by the property belonging to Jose bento Vaz and his wife Santana Dias of Margao, on the South by the property of Comunidade of Margao, on the east by the property of Jose Bento Vaz and his wife, and on the West by property surveyed under chalta No. 18 of P.T. sheet No. 91, namely remaining part of the property described in the schedule I above.

SCHEDULE III (SAID PLOT)

All that part of the property described in the schedule 'II' hereinabove and referred to as the said plot surveyed under chalta no.43 of P.T. sheet No. 91 admeasuring approximately an area of 1800 sq. mts. shown in the plan annexed hereto in red colour border, and bounded on the west by the property surveyed under chalta No.18 of P.T. Sheet No. 91, on the North by the property belonging to Jose Bento Vaz and his wife and on the south six metres access road and on the east by plot surveyed under chalta no.13 of P.T. Sheet No.91 where a housing complex called Pereira Enclave is Cooperative Housing Society is located.

The above plot has six meters access road from the south.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the Day, Month, Year and place first herein above mentioned.

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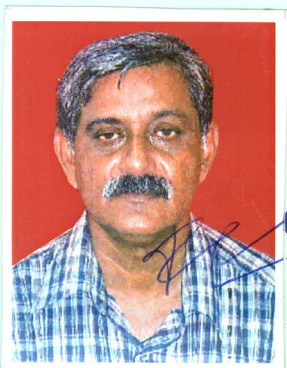
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SIGNED, SEALED AND DELIVERED

By the within named "THE VENDORS"

1.(a)



Thomas John Agnelo Pereira
Thomas John Agnelo Pereira

Mr. THOMAS JOHN AGNELO PEREIRA

RIGHT HAND FINGERPRINTS



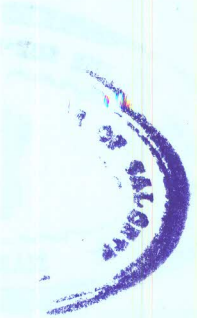
LEFT HAND FINGERPRINTS



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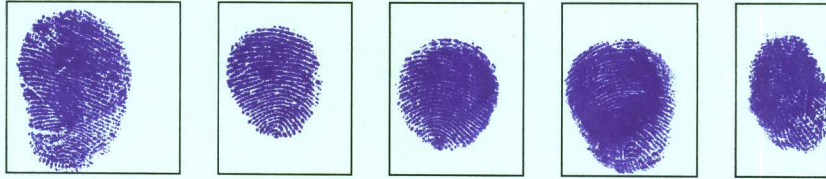
(1) (b)



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Mrs. LUIZA alias LOUISA ANITA PEREIRA

RIGHT HAND FINGERPRINTS



LEFT HAND FINGERPRINTS



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Mr. CLIFFORD ANTHONY PEREIRA

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LEFT HAND FINGERPRINTS



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Mrs. FLORY SYLVIA PEREIRA

RIGHT HAND FINGERPRINTS



LEFT HAND FINGERPRINTS



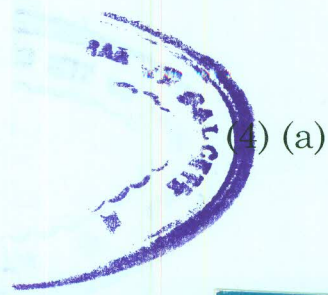
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Mr. CLARENCE BAPTIST PETER PEREIRA

RIGHT HAND FINGERPRINTS



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Mrs. CORETTA KITTY JESUS PEREIRA

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LEFT HAND FINGERPRINTS



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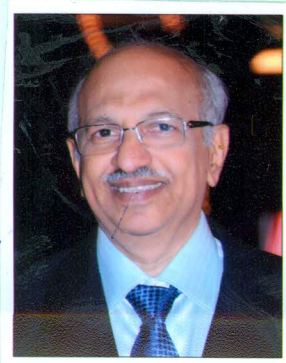
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SIGNED, SEALED AND DELIVERED

By the within named "THE PURCHASER"

For COMMONWEALTH DEVELOPERS PVT. LTD.



For Commonwealth Developers Pvt. Ltd.

Director/Managing Director

**Mr. DATTA DAMODAR NAIK
MANAGING DIRECTOR**


RIGHT HAND FINGERPRINTS





LEFT HAND FINGERPRINTS



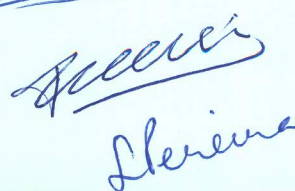
In the presence of :-

1. John L. Dias 
H.No. 126, Mercedes Belembrat
Eltas Goa.

2. Adv. Ramnath N. P. Denui 
H.No. 179, Revona, Rivona, Goa -
Via Ruepem 403705 







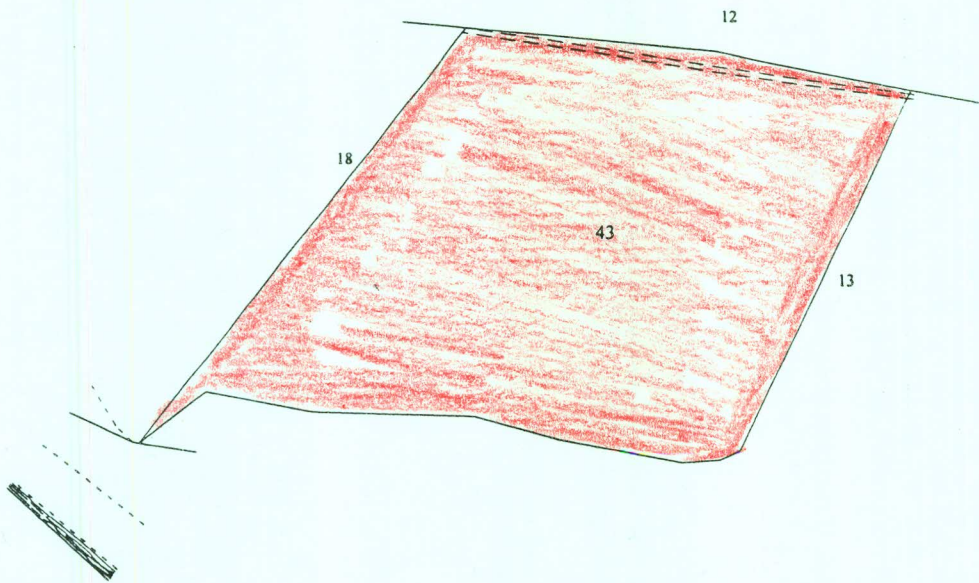
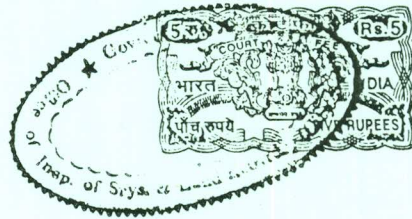


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MARGAO-GOA



Plan Showing plots situated at
 Village : MARGAO
 Taluka : SALCETE
 P.T.Sheet No.91/ Chalta No.43
 Scale : 1:500

[Signature]
 30/5/13



[Signature]
 Generated By : DILIP NAIK
 On : 30-05-2013

[Signature]
 Compared By:

For Commonwealth Developers Pvt. Ltd
[Signature]
 Director/Managing Director

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 15-04-2014 11:31:33 AM

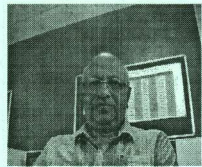


Document Serial Number : 1833

Presented at 11:03:00 AM on 15-04-2014 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	1060000.00
2	Processing Fees	220.00
	Total :	1060220.00

Stamp Duty Required: 1060000.00 Stamp Duty Paid: 1060000.00

Datta Damodar Naik presenter

Name	Photo	Thumb Impression	Signature
Datta Damodar Naik, S/o. Late Damodar Kashinath Naik , Married, Indian, age 59 Years, Business, r/o Margao, Goa. As a Managing Director of M/S. Commonwealth Developers Pvt. Ltd Having Office at CD, Fountainhead, Murida, fatorda, Margao, Goa.			

Endorsements

Executant



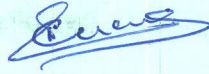
1 . Thomas John Agnelo Pereira, S/o. Camilo Inacio Evaristo Pereira, Married, Indian, age 57 Years, Land Lord, r/o Flat no. A6, sahyadri Apts, 2nd flr, Chicalim, Goa.

Photo	Thumb Impression	Signature
		




2 . Luiza alias Louisa Anita Pereira, D/o. Anthony Wolfgang Mathias Menezes, Married, Indian, age 51 Years, House-Wife, r/o Flat no. A6, Sahyadri Apts, 2nd flr, Chicalim, Goa.

Photo	Thumb Impression	Signature
		

3 . Clifford Anthony Pereira, S/o. Camilo Inacio Evaristo Pereira, Married, Indian, age 49 Years, Land Lord, r/o Goa shipyard Officer's Residential Enclave Falt No. A1/6, Airport Road, Chicalim, Goa.

Photo	Thumb Impression	Signature
		

4 . Flory Sylvia Pereira, D/o. Ernest Florence Saldanha, Married, Indian, age 46 Years, Landlady, r/o Goa shipyard Officer's Residential Enclave Falt No. A1/6, Airport Road, Chicalim, Goa.

Photo	Thumb Impression	Signature
		




5 . Clarence Baptist Peter Pereira, S/o. Camilo Pereira, Married, Indian, age 51 Years, Land Lord, r/o 1599/2E, Block B, Next to Xavier Center for Historical Research Alto Torda, Porvorim, Bardez Goa.

Photo	Thumb Impression	Signature
		

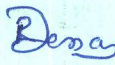
6 . Coretta Kitty Jesus Pereira, D/o. Rosario Santana Fernandes, Married, Indian, age 40 Years, Landlady, r/o 1599/2E, Block B, Next to Xavier Center for Historical Research Alto Torda, Porvorim, Bardez Goa.


Photo	Thumb Impression	Signature
		

7 . Datta Damodar Naik, S/o. Late Damodar Kashinath Naik, Married, Indian, age 59 Years, Business, r/o Margao, Goa. As a Managing Director of M/S. Commonwealth Developers Pvt. Ltd Having Office at CD, Fountainhead, Murida, fatorda, Margao, Goa.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Ramnath Prabhu Dessai , S/o. Narayana Prabhu Dessai, Married, Indian, age 36 Years, Advocate, r/o H. no. 179, Kevona, Quepem, Goa	


Sub-Registrar
Suraj R. Vernekar)
Sub Registrar



Book-1 Document
Registration Number MGO-BK1-01783-2014
CD Number MGOD76 on
Date 15-04-2014

Sub-Registrar (Salcete/Margao)

Suraj R. Vernekar)

Sub Registrar

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune