

For CITIZENCREDIT™
CO-OP BANK LTD

Authorised Signatory

(Rupees Ten Lakhs Only)

Citizencredit co-operative Bank Ltd.

Mapusa Branch,

Shop No.G - 1,Ground Floor,Block D - 1,

Boshan Homes,

Mapusa, Goa - 483 507

D - 5 / STP(V) / C.R. / 35 / 1 / 2013 - RD

भारत



सत्यमेव जयते

INDIA

STAMP DUTY

00000

Rs. ≈ 1000000 ≈

365430

GOA
NON JUDICIAL

-9.11.2018

GOA

OneZero**Zero**Zero**Zero**Zero**Zero**

0876 4922493

Name of Purchaser DSOUZA FARIA HOSPITALITY PVT. LTD.

(Rupees One Lakh, Sixty Thousand Only)

For CITIZENCREDIT™
CO-OP BANK LTD

Authorised Signatory

Citizencredit co-operative Bank Ltd.

Mapusa Branch,

Shop No.G - 1,Ground Floor,Block D - 1,

Boshan Homes,

Mapusa, Goa - 483 507

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भारत



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INDIA

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Rs. ≈ 0160000 ≈

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NON JUDICIAL

-9.11.2018

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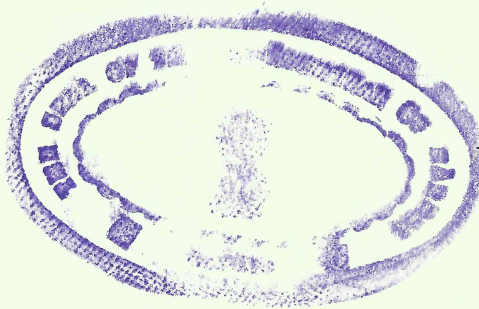
Name of Purchaser DSOUZA FARIA HOSPITALITY PVT LTD.

4729/18

09/11/18

AGREEMENT FOR SALE

...2/-



DSOUZA FARIA HOSPITALITY PVT. LTD.

[Signature]

AUTHORISED SIGNATORY

[Signature]

This Agreement for Sale is made on this 10th day of November 2018 at Mapusa-Goa.

BETWEEN

1. Ms. IDALINA MARGARET MENESES alias MENEZES, daughter of late Jacob Meneses, age 88 years, unmarried, retired, having PAN Card No. ASXPM8470D, Aadhaar Card no. 9943 9100 7492, residing at Flat No. 31, Aurora, St. Francis Avenue, Mumbai, Santacruz (west), Mumbai Maharashtra 400054, Contact No. 9930125523,

2. Ms PALMIRA BENEDICTA MENESES alias PALMIRA B. MENESES alias MISS. PALMIRA B. SEBASTIANA MENEZES, daughter of late Jacob Meneses, age 81 years, unmarried, retired, having PAN Card No. AAXPM3241N, Aadhaar Card no. 7197 9700 7423, residing at Flat No. 31, Aurora, St. Francis Avenue, Mumbai, Santacruz (west), Mumbai Maharashtra 400054, Contact No. 9930125523,

3. Ms CARMELITA MENEZES alias CARMELITA MENESES alias CARMELITA F. MENEZES alias MISS. CARMELITA FELICIA MENEZES alias CARMEL MENEZES, daughter of late Jacob A De Meneses, age 75 years, unmarried, retired, having PAN Card No. AAHPM2872P, Aadhaar Card no. 3904 7151 3218, residing at Flat No. 31, Aurora, St. Francis Avenue, Mumbai, Santacruz (west), Mumbai Maharashtra 400054, Contact No. 9930125523,

4. Mrs PHILOMENA D'MELLO alias MRS. PHILOMENA P. MENEZES E DMELLO alias MENA D'MELLO, daughter of late Jacob Meneses, widow of Eldred D'Mello, age 86 years, retired, having PAN Card No. ADPPD6231Q, Aadhaar Card no. 3249 1563 3995, residing at Nirmala Home, College Road, Opp. Kathiyawad, D'Souza Colony, Nashik, H P T College, Maharashtra 422005, Contact No. 9930125523,

[Signature]

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DSOUZA FARIA HOSPITALITY PVT. LTD.

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AUTHORISED SIGNATORY

5. Ms. YVETTE DMELLO alias YVETTE MARIA DMELLO alias MISS. YVETTE D'MELLO, daughter of Eldred Gerard Dmello, age 60 years, unmarried, retired, having PAN Card No. BHAPD2848F, holder of OCI Card no. A146905, residing at 17 Darnley Grove, Wheelers Hill, VIC 3150 Australia, Contact No. 9930125523,

6. Mr CEDRIC DMELLO alias CEDRIC REGINALD DMELLO alias MR. CEDRIC D'MELLO, son of Eldred Gerard Dmello, age 61 years, unmarried, retired, having PAN Card No. BHAPD2849E, holder of OCI Card no. A034144, residing at 10 7 Park Lane Towers South 1 Boomerang Place Woolloomooloo NSW 2011, Contact No. 9930125523, hereinafter called the **"SELLERS"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, administrators, assigns, successors, nominees and representatives) **OF THE FIRST PART.**



AND

DSOUZA FARIA HOSPITALITY PRIVATE LIMITED, a company registered under the provisions of the Companies Act, 1956 CIN U55101GA2006PTC004817 having its registered office at 52, Morod, Mapusa, Goa 403507 and an office at 6, 1st Floor, SS Plaza-III, Morod, Mapusa, Bardez-Goa, having PAN Card No. AACCD4410A, represented by its Director **MR. RAHUL LUIS DE FARIA**, son of Lucindo Domingos Antonio De Faria, age 27 years, unmarried, business, having PAN Card bearing no. AWPPD0578D, Aadhaar Card No. 6267 2676 1059, resident of H. No. 52, Morod, Mapusa, Bardez-Goa, Contact No. 9922966040, vide Resolution dated 25/8/2018 bearing Ref. No. R001, hereinafter called the **"PURCHASER"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their successors) **OF THE SECOND PART.**

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DSOUZA FARIA HOSPITALITY PVT. LTD.

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The Sellers no. 1, 2, 3 and 4 are Indian Nationals and sellers no. 5 and 6 are OCI holders and the Purchasers are an Indian Company.

The Sellers are individually described, respectively, as Sellers Nos 1 to 6 and collectively as the Sellers.

WHEREAS the Seller No. 1, 2, 3 and 4 are represented by Mr Kevin Oliveira Fernandes through power of Attorney executed in his favour dated 21st October 2010 registered under No. 635/2010 before Notary N. J. D'Monte, Mumbai.

AND WHEREAS the Seller No. 5 is represented by Mr Kevin Oliveira Fernandes through power of Attorney executed in his favour dated 5th January 2011 registered under No. 04/2011 before Notary N. J. D'Monte, Mumbai.

AND WHEREAS the Seller No. 6 is represented by Mr Kevin Oliveira Fernandes through power of Attorney executed in his favour dated 21st October 2010 registered under No. 634/2010 before Notary N. J. D'Monte, Mumbai.

AND WHEREAS the Sellers are owners in possession of a property "Shirmati" , more particularly described in the Schedule I below, and delineated in the attached Survey Map in red lines, admeasuring 3140 sq. mts., bearing Survey no 6/4A situated in the Village of Arpora, Taluka and Sub-District of Bardez, District of North Goa and the said property is recorded in the survey records however not found described in the Land registration office nor enrolled in the Taluka Revenue Office, surveyed in the Old Cadastral survey under survey No. 878 & 900, and bounded as under.

East	: By survey no. 6/4 and 6/10
West	: By survey no. 6/2, 2A, 6/19 and 6/21
North	: By survey no. 6/3 and 6/4
South	: By survey no. 6/20 and 6/24

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DSOUZA FARIA HOSPITALITY PVT. LTD.

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AUTHORISED SIGNATORY

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AND WHEREAS the Scheduled property was originally owned by the ancestors of the Sellers, namely, Petornila De Mello Mensonca e Carvalho and Pio Manuel Marcos De Santana and on their demise inventory proceedings were initiated by their son Arnaldo alias Antonio De Mello e Carvalho.

AND WHEREAS during pendency of the inventory proceedings the said Arnaldo alias Antonio De Mello e Carvalho died and Sarita Carvalho e Fernandes was appointed as Head of family.

AND WHEREAS the said inventory proceedings were initiated before Civil Judge Senior Division at Mapusa having Inventory proceeding no. 339/11/B.

AND WHEREAS in the Inventory proceeding the Scheduled property was described in the Description of Assets at Item no. I.

AND WHEREAS the above Scheduled property was allotted to the Sellers as per the final chart of allotment which was taken by the Sellers for total price of Rs. 50,100/-.

AND WHEREAS the said Inventory proceedings was finalized by Order dated 17/09/2014.

AND WHEREAS the Sellers are willing to sell the property described in Schedule-I below and the Purchaser has agreed to purchase the same for a total consideration of Rs. 4,00,00,000/- (Rupees Four Crores only) being its present market value.

AND WHEREAS the Sellers s are the exclusive owners and sufficiently entitled to sell the said property free from encumbrances.

DSOUZA FARIA HOSPITALITY PVT. LTD.

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AND WHEREAS the Seller No. 4, Mrs Philomena D'Mello, being a widow, the Deputy Collector Bardez, Mapusa has on October 25th, 2018 issued the required certificate regarding the slae of the Scheduled property. A copy of the Certificate no DC/SDM/MAP/179/2017/Prop.transc/Widows/7389 dated 25th October 2018 is attached .

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSES

AS UNDER

1. That the Sellers have agreed to sell and the Purchaser has agreed to purchase the property described in Schedule I below for the total consideration of Rs. 4,00,00,000/- (Rupees Four Crores Only). The payment of the consideration amount shall be as under:

a. That at the time of execution of this agreement the Ppurchasers have paid Rs. 80,00,000/- in the following manner.

i. To Seller No. 1 Rs. 20,00,000/-
Less 1% (TDS) 20,000/-
Amount payable Rs. 19,80,000/-

By cheque no. 16651 dated 15-Oct-2018 drawn on Bank of India, Saligao branch.

ii. To Seller No. 2 Rs. 20,00,000/-
Less 1% (TDS) 20,000/-
Amount payable Rs. 19,80,000/-

By cheque no. 16652 dated 15-Oct-2018 drawn on Bank of India, Saligao branch.

iii. To Seller No. 3 Rs. 20,00,000/-
Less 1% (TDS) 20,000/-
Amount payable Rs. 19,80,000/-

By cheque no. 16653 dated 15-Oct-2018 drawn on Bank of India, Saligao branch.

DSOUZA FARIA HOSPITALITY PVT. LTD.

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iv. To Seller No. 4 Rs. 10,00,000/-
Less 1% (TDS) 10,000/-
Amount payable Rs. 9,90,000/-

By cheque no. 16654 dated 15-Oct-2018 drawn on Bank of India, Saligao branch.

v. To Seller No. 5 Rs. 5,00,000/-
Less 20.8% (TDS) 1,04,000/-
Amount payable Rs. 3,96,000/-

By cheque no. 16656 dated 15-Oct-2018 drawn on Bank of India, Saligao branch.

vi. To Seller No. 6 Rs. 5,00,000/-
Less 20.8% (TDS) 1,04,000/-
Amount payable Rs. 3,96,000/-

By cheque no. 16655 dated 15-Oct-2018 drawn on Bank of India, Saligao branch.



The above said payments are towards earnest money for the purchase consideration.

All T.D.S certificates and challans for tax deducted at source shall be provided to the Sellers within 10 days of the dated of payment to the tax authorities.

b. The remaining amount of Rs. 3,20,00,000/- shall be paid as under.

i. The Purchaser shall pay to the Sellers an amount of Rs.80,00,000/- on or before April 30, 2019 as described in Schedule II – Installment 1.

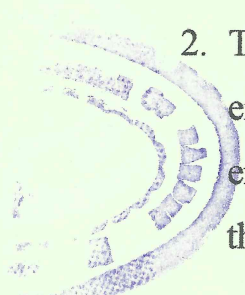
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DSOUZA FARIA HOSPITALITY PVT. LTD.

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- ii. The Purchaser shall pay to the Sellers an amount of Rs.80,00,000/- on or before October 31, 2019 as described in Schedule II – Installment 2.
- iii. The Purchaser shall pay to the Sellers an amount of Rs.80,00,000/- on or before April 30, 2020 as described in Schedule II – Installment 3 .
- iv. The Purchaser shall pay to the Sellers an amount of Rs. 80,00,000/- on or before October 31, 2020 as described in Schedule II – Installment 4.

All T.D.S certificates and challans for tax deducted at source shall be provided to the Sellers within 10 days of the dated of payment to the tax authorities.



2. The Sellers shall sell the property to the purchaser free from encumbrances and Sellers hereby declare that they have not created any encumbrances nor party to any agreement/deed wherein the lien over the schedule property is involved.

3. That the Sellers declare that the Scheduled property is not coming under land acquisition or requisition proceedings.

4. That on execution of this agreement the Sellers have handed over possession of the Scheduled property to the Purchaser and the Purchasers are permitted to enter into the property, take measurement of the Scheduled property, as well as permitted to do development therein for which purpose they are permitted to apply for licenses, approvals in the name of the Sellers or in their own name and all

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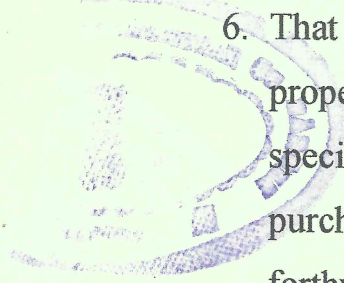
DSOUZA FARIA HOSPITALITY PVT. LTD.



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payments by way of fees, taxes, cess etc towards conversion, infracture charges, approvals as well as NOC's shall be paid by the Purchaser including fees of the Architect, Engineer, Expert.

5. The Sellers or their attorney shall sign all the application required to be filed before all the authorities for developing the Scheduled property and to put up construction thereon at the entire cost of Purchaser and that Purchaser is permitted to enter into agreement of sale of flats, villas, shops, godowns constructed therein and for which it shall be an exclusive liability of the purchaser and that before making entire payment to the Sellers the Purchaser shall not hand over possession of execute Deed of Sale of the said flats, shops, villas, godowns to any one including those with whom Purchaser has entered into agreement of sale.

- 
6. That the Sellers shall not enter with any agreement as regard the property described in Schedule-I and that the parties are entitled for specific performance of agreement. On a failure to complete the purchase as per the agreed schedule the earnest money shall be forfeited forthwith and this agreement shall stand terminated forthwith and the Purchaser shall vacate the Scheduled property along with all his materials, contractors, agents, employees and return, at their cost, the property to its original state when returning possession to the Sellers.

7. The Sellers shall provide clear and marketable title for the property to the purchaser.
8. That the Seller shall obtain all necessary NOC's required from the concerned authorities for purpose of executing the sale deed.
9. The Purchaser shall complete the purchase of the Scheduled property on or before October 31, 2020.

DSOUZA FARIA HOSPITALITY PVT. LTD.



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 ... 10/-

10. That the entire expenditure towards the stamp duty and registration of this agreement and any other deeds shall be borne by the Purchaser alone.
11. That the Purchaser shall pay the consideration amounts as stipulated above as per the time stipulated herein above and for any delay in realizing the payments the Purchaser shall pay penal interest at the rate of interest of 12% p.a. from the stipulated date of payment upto the actual date of payment. The Sellers right to specific performance or to terminate this agreement, on a default of the agreed terms by the Purchaser, shall not be considered as waived by the right to recover penal interest.
12. The Purchaser is at liberty to publish the notice on newspaper regarding his intention to purchase the Schedule property and objections, if any, received by the Purchaser after the publication shall be cleared by the Sellers. .
13. The Purchaser shall not have the right to assign or transfer any of his rights under this agreement.
14. The Purchaser shall not be entitled to mortgage or create any charge or lien on the Scheduled property so long as the Purchase consideration is pending and the Scheduled property is not conveyed to them.
15. That Sellers have expressly declared that there is no mundkar or any tenancy right in respect of the Scheduled property.
16. The Sellers hereby covenants to the Purchaser that notwithstanding any acts, deeds or things therefore done, executed or knowingly suffered to the contrary, the Sellers have a marketable title to the Schedule

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DSOUZA FARIA HOSPITALITY PVT. LTD.

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property, free from encumbrances, charges, claims, demands, attachments or defects in title of whatsoever nature, and the Sellers further declare and covenant that they have good right and full power and absolute authority to sell and convey the Scheduled property which is the subject matter of the present agreement for sale.

17. The Sellers further declare that the Scheduled property has not been mortgaged or any charge created thereon for the purpose of obtaining any loan or as collateral security for any loan obtained by any other person.

18. The Sellers hereby declare that the property in transaction does not belong to schedule caste or schedule tribe pursuant to the notification under no. RD/LAND/LRC/318/77 dated 21/8/1978.

SCHEDULE I

ALL THAT property known as "SHIRMATTI" admeasuring 3140 sq. mts., having survey no. 6/4A situated in the village of Arpora, Taluka and Sub-District of Bardez, District of North Goa not described in the Land registration office nor enrolled in the Taluka Revenue Office, surveyed in the Old Cadastral survey under survey No. 878 & 900 and bounded as under.

East : By survey no. 6/4 and 6/10
West : By survey no. 6/2, 2A, 6/19 and 6/21
North : By survey no. 6/3 and 6/4
South : By survey no. 6/20 and 6/24

SCHEDULE II

TDS deductions will be subject to change as per government notifications. All T.D.S certificates and challans for tax deducted at source shall be provided to the Sellers within 10 days of the dated of payment to the tax authorities.

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Installment 1

Seller	Amount	TDS %	Less TDS	Payable	Cheque Dated	Cheque Number
Seller No. 1	20,00,000	1.0%	20,000	19,80,000	5-Apr-19	16657
Seller. 2	20,00,000	1.0%	20,000	19,80,000	5-Apr-19	16658
Seller No. 3	20,00,000	1.0%	20,000	19,80,000	5-Apr-19	16659
Seller No. 4	10,00,000	1.0%	10,000	9,90,000	5-Apr-19	16660
Seller No. 5	5,00,000	20.8%	1,04,000	3,96,000	5-Apr-19	16662
Seller No. 6	5,00,000	20.8%	1,04,000	3,96,000	5-Apr-19	16661

Installment 2

Seller	Amount	TDS %	Less TDS	Payable	Cheque Dated	Cheque Number
Seller No. 1	20,00,000	1.0%	20,000	19,80,000	5-Oct-19	16663
Seller No. 2	20,00,000	1.0%	20,000	19,80,000	5-Oct-19	16664
Seller No. 3	20,00,000	1.0%	20,000	19,80,000	5-Oct-19	16665
Seller No. 4	10,00,000	1.0%	10,000	9,90,000	5-Oct-19	16666
Seller No. 5	5,00,000	20.8%	1,04,000	3,96,000	5-Oct-19	16668
Seller No. 6	5,00,000	20.8%	1,04,000	3,96,000	5-Oct-19	16667

Installment 3

Seller	Amount	TDS %	Less TDS	Payable	Cheque Dated	Cheque Number
Seller No. 1	20,00,000	1.0%	20,000	19,80,000	5-Apr-20	16669
Seller No. 2	20,00,000	1.0%	20,000	19,80,000	5-Apr-20	16670
Seller No. 3	20,00,000	1.0%	20,000	19,80,000	5-Apr-20	16671
Seller No. 4	10,00,000	1.0%	10,000	9,90,000	5-Apr-20	16672
Seller No. 5	5,00,000	20.8%	1,04,000	3,96,000	5-Apr-20	16674
Seller No. 6	5,00,000	20.8%	1,04,000	3,96,000	5-Apr-20	16673

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DSOUZA FARIA HOSPITALITY PVT. LTD.

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Installment 4

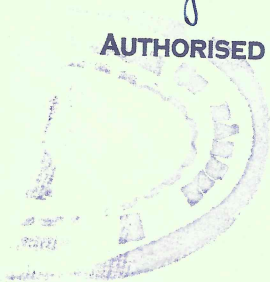
Seller	Amount	TDS %	Less TDS	Payable	Cheque Dated	Cheque Number
Seller No. 1	20,00,000	1.0%	20,000	19,80,000	5-Oct-20	16675
Seller No. 2	20,00,000	1.0%	20,000	19,80,000	5-Oct-20	16676
Seller No. 3	20,00,000	1.0%	20,000	19,80,000	5-Oct-20	16677
Seller No. 4	10,00,000	1.0%	10,000	9,90,000	5-Oct-20	16678
Seller No. 5	5,00,000	20.8%	1,04,000	3,96,000	5-Oct-20	16680
Seller No. 6	5,00,000	20.8%	1,04,000	3,96,000	5-Oct-20	16679

IN WITNESS WHEREOF this Agreement for Sale is signed by sellers and purchaser in presence of two witnesses.

DSOUZA FARIA HOSPITALITY PVT. LTD.

P. Faria

AUTHORISED SIGNATORY



[Signature]

... 14/-



Kevin Fernandes

(Kevin Oliveira Fernandes)
Power of Attorney Holder of
"SELLER NO. 1, 2, 3, 4, 5, 6"
R. H. F Prints

L. H. F. Prints



(1) _____



(1) _____



(2) _____



(2) _____



(3) _____



(3) _____



(4) _____



(4) _____



(5) _____



(5) _____

DSOUZA FARIA HOSPITALITY PVT. LTD.

Dsouza

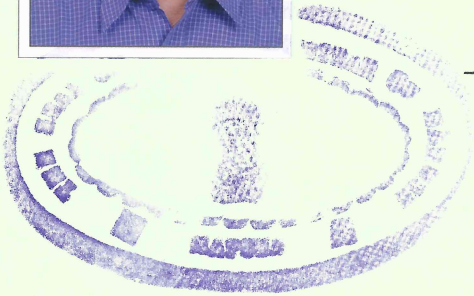
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Kevin Fernandes

... 15/-



Rahul



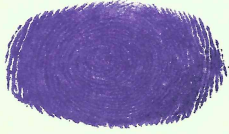
**DSOUZA FARIA HOSPITALITY
PRIVATE LIMITED**
represented by its Director
MR. RAHUL LUIS DE FARIA
“PURCHASER ”

L. H. F. Prints

R. H. F Prints



(1) _____



(1) _____



(2) _____



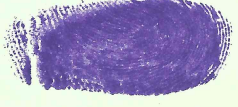
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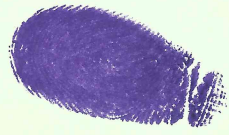
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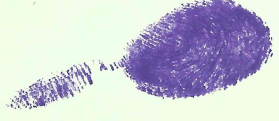
(3) _____



(4) _____



(4) _____



(5) _____



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DSOUZA FARIA HOSPITALITY PVT. LTD.

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...16/-

WITNESSES:

(1) MRS EUFEMIA D-FERNANDES

Fernandes

(2) MR. DEU M. NAIK

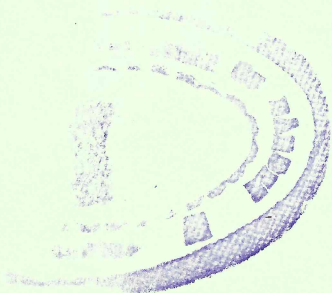
Deu Naik

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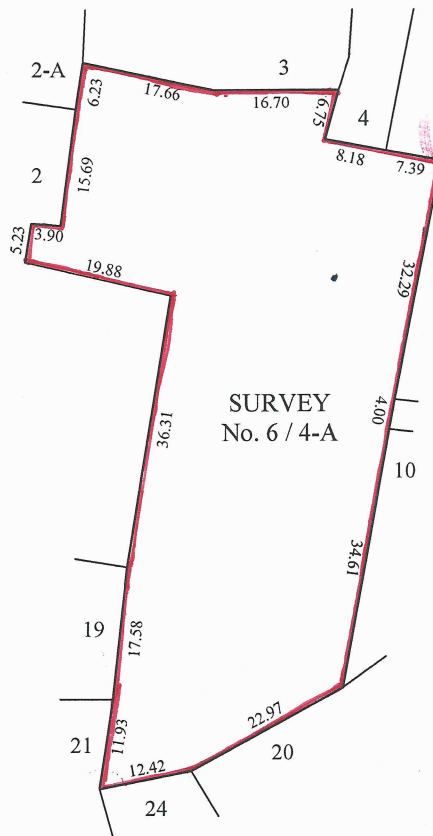
AUTHORISED SIGNATORY

Fernandes





Plan Showing plots situated at
 Village : ARPORA
 Taluka : BARDEZ
 Survey No./Subdivision No. : 6 / 4-A
 Scale : 1:1000



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DSOUZA FARIA HOSPITALITY PVT. LTD.

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AUTHORISED SIGNATORY

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REG_1_54668_6

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 09-11-2018 12:41:34 PM

Document Serial Number : 4729

Presented at 11:58:00 AM on 09-11-2018 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	1400000.00
2	Processing Fees	630.00
	Total :	1400630.00

Stamp Duty Required: 1160000.00 Stamp Duty Paid: 1160000.00

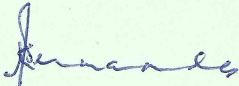
Rahul Luis De Faria presenter

Name	Photo	Thumb Impression	Signature
Rahul Luis De Faria,S/O Lucindo Domingos Antonio De Faria , UnMarried,Indian,age 27 Years,Business,r/o H.no 52, Morod,Mapusa,Bardez Goa Pan no AWPPD0578D, Director of DSOUZA FARIA HOSPITALITY PRIVATE LIMITED, having its reg office at 52, Morod,Mapusa Bardez Goa, and office at 6, 1st Floor,SS Plaza-III,Morod,Mapusa Bardez Goa,holding pan no AACCD4410A,Vide Board Resolution dated on 25/08/2018			

Endorsements

Executant

1. Kevin Oliveira Fernandes, S/O Guilherme Geraldo Oliveira Fernandes, Married,Indian,age 64 Years,Business,r/oAttafondem,Moirra Bardez Goa POA for vendors no 1 to 4 dated on 21/10/2010 executed before notary public N.J.D'Monte at Chapel Road, Bandra,Mumbai-50,under serial no 635/2010, POA for vendor no 5 dated on 05/01/2011 executed before notary public N.J.Monte under serial no 04/2011, POA for vendor no 6 dated on 21/10/2010 executed before notary public N.J.Monte under serial no 634/2010

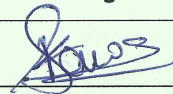
Photo	Thumb Impression	Signature
		

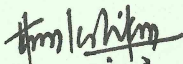
2 . Rahul Luis De Faria, S/O Lucindo Domingos Antonio De Faria, UnMarried,Indian,age 27 Years,Business,r/o H.no 52, Morod,Mapusa,Bardez Goa Pan no AWPPD0578D, Director of DSOUZA FARIA HOSPITALITY PRIVATE LIMITED, having its reg office at 52, Morod,Mapusa Bardez Goa, and office at 6, 1st

Floor,SS Plaza-III,Morod,Mapusa Bardez Goa,holding pan no AACCD4410A,Vide Board Resolution dated on 25/08/2018

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv Kewal Sawant , S/O Tanaji Sawant,UnMarried,Indian,age 26 Years,Advocate,r/o H.no 1738,Porvorim,Bardez Goa	

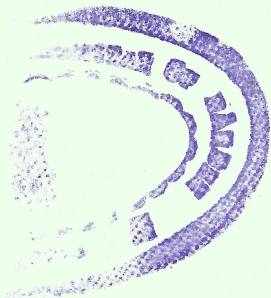

Sub-Registrar

Scanned By:-

SUB-REGISTRAR
BARDEZ

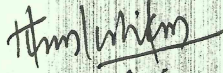
Signature:-

Designed and Developed by C-DAC, ACTS, Pune



4729/2018

Book-1 Document
Registration Number BRZ-BK1-04857-2018
CD Number BRZD805 on
Date 13-11-2018



Sub-Registrar (Bardez)

Scanned By: Stella

SUB-REGISTRAR
BARDEZ

Signature: 

Designed and Developed by C-DAC, ACTS, Pune

