

CITIZEN CREDIT
CO-OP. BANK LTD.

Amal
Authorised Signatory

(Rupees Two Lakh Forty Five Thousand Eight Hundred Only)

CITIZEN CREDIT CO-OP BANK LTD
SURVEY NO. 125/2, PLOT NO. 158
NEAR TEEN BUILDING
ALTO, PORVORIM
BARDEZ - GOA - 403521



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192931
INDIA

HON JUDICIAL OFFICER
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Name of Purchaser ADWALPALKAR CONSTRUCTION & RESORTS PVT LTD

PLOT A

2962
24/11/2015



DEED OF SALE

THIS DEED OF SALE is made at Ilhas, Taluka Tiswadi and
Registration Sub-District of Tiswadi, State of Goa on this 20th day of
October 2015 at Panaji, Goa;

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BETWEEN

1) **MRS. ANGELA FILOMENA FERNANDES E GOES**, wife of late Mr. Belarmino Agnelo Goes, 54 years of age, housewife, and

2) **MR. ROMANO CIPRIAN GOES**, son of late Mr. Belarmino Agnelo Goes, major of age, married, business, ^{PAN NO. AVPPCI864J} represented by his Power of

Attorney **MRS. ANGELA FILOMENA FERNANDES E GOES**, wife of late Mr. Belarmino Agnelo Goes, 54 years of age, housewife, power of attorney dated 02/12/2010 registered before notary Subhash P. Sawant, Panaji, Goa, under registration No. 6675/10 dated 07/12/2010, both Indian Nationals, both residents of H.No.93, Near Panchayat house, Chimbel, Tiswadi -Goa, hereinafter referred to as "**VENDORS**", (which expression shall unless repugnant to the context or meaning thereof be deemed to include his legal heirs, legal representative, executors, administrators and/or assigns) of the **FIRST PART**

AND

ADWALPALKAR CONSTRUCTIONS & RESORTS PVT LTD., incorporated under Companies Act 1956, PAN NO. AAICA6765F, having its office at "Adwalpalkar Avenue", St Inez, Panaji-Goa, duly represented in this act by its Director, **MR. MAHESH R. ADWALPALKAR**, son of late Ramakant S.Adwalpalkar, age 60 years, married, business, holding Pan card No.ACKPA3868J, Indian National, resident of "Indira Horizon Residency" Dona Paula, Goa, vide Resolution dated 29th June, 2015 passed at the meeting of the Board of Directors of the said company, hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include his heirs, legal, representatives, executors, administrators and assigns) of the **SECOND PART**



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AND

MR.VERNER ALEIXO VELHO, son of Mr. Virgilio Velho, major of age, married, business, holding PAN Card bearing No.ABBPV2510N, Indian National, resident of H.No.S-183/2, Sonar Bhat, Reis Magos, Verem, Bardez, Goa, hereinafter called the **"CONFIRMING PARTY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal, representatives, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS there exists a property known as **'DUAS PARTES DO PALMAR'** or **'FIRGUENCHEM BATA'** or **'PARYENKARACHI XIR'** or **'PANJEKARAJI XIR'**, bearing Matriz No.415 and 416, inscribed under number 11570 and described under number 10334, folio 105, book B-27 (new) in Land Registration Office of Ilhas, Goa and surveyed under Survey No.9/2 and 20/3 of village Chimbél, Tiswadi, North Goa District, admeasuring 4,980 square meters and 14,215 square meters respectively hereinafter be referred to as **"THE ENTIRE PROPERTY"**, subject matter of this Deed is Survey No. 20/3 herein below referred to as the SAID PROPERTY, which property is more fully described in the SCHEDULE I hereunder.

AND WHEREAS the said entire property belonged to Mr. Jose Manuel Santana Goes and his' wife Mrs. Maria Antonio Pereira.


A handwritten signature in black ink, appearing to read 'Jose Manuel Santana Goes', is written over a horizontal line. The signature is somewhat stylized and cursive.


A handwritten signature in black ink, appearing to read 'Maria Antonio Pereira', is written over a horizontal line. The signature is somewhat stylized and cursive.

AND WHEREAS Mr. Jose Manuel Santana Goes was survived by his wife Mrs. Maria Antonio Pereira and children a) Mr. Antonio Maria Goes married to Mrs. Maria Santana Fernandes, b) Mr. Hipolito Francisco Goes married to Mrs. Augusta Menina De Melo, c) Mrs. Maria Conceicao Goes married to Mr. Cristovam Francisco Xavier Pereira, the former deceased before the estate leaver, about three years back leaving therefore as her heir their only son by name Caetano Simao Pereira and d) Joao Santana Goes (bachelor).

AND WHEREAS the Comarca Court has by its Order dated 18/04/1918, distributed the properties of Jose Manuel Santana Goes to his son Antonio Maria Goes and therefore confirmed the aforesaid possession in favour of Antonio Maria Goes by letter dated 19/02/1921.

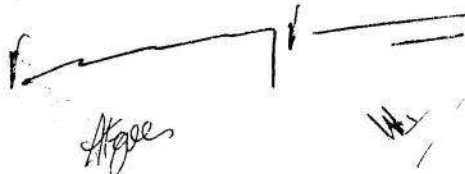
AND WHEREAS the said Antonio Maria Goes got the said entire property inscribed in his name in Book of Miscellaneous Inscriptions on 15/1/1921.

AND WHEREAS Antonio Maria Goes and his wife expired and were survived by their two sons a) Joao Romano Goes married to Maria da Graca Ferrao and b) Jose Manuel Santana Goes married to Maria Carolina Goes alias Benedita Carolina Pereira e Goes.

AND WHEREAS Jose Manuel Santana Goes and his wife Maria Carolina Goes alias Benedita Carolina Pereira e Goes expired without any issues.

AND WHEREAS Maria Carolina Goes alias Benedita Carolina Pereira e Goes left behind a Will dated 24/01/1996 bequeathing her share in the said property to her nephew Cypriano Santana Goes.

AND WHEREAS Joao Romano Goes and Maria da Graca Ferrao upon their death left behind their following children:- a) Antonio Ciriaco


A handwritten signature, possibly 'A. Goes', is written below a horizontal line. To the right of the signature, there are several scribbles and a small mark resembling a checkmark or a stylized 'W'.

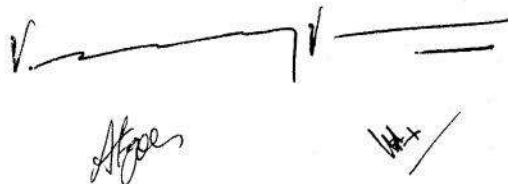
Alvares Goes survived by his Widow Mrs. Altina Lawrence e Goes and two children Ms. Tanya Goes married to Sebastiao Fernandes and Ms. Wenzie Luzia Goes, b) Mr. Jose Cipriano Goes married to Mrs. Maria Ana Joaquina Regalada Rosario e Goes and their children Gina Goes and Glenda Goes c) Belarmino Quintino Agnelo Goes survived by his widow Mrs. Angela Filomena Fernandes e Goes and son Mr. Romano Gifford Ciprian Goes d) Cypriano Santana Goes survived by his widow Mrs. Jamsy Isabel Ermelinda Barreto e Goes and his daughter Carol Mercy Goes and son Christopher Anthony Goes e) Mr. Eustaquio Vincente Salvador Goes married to Mrs. Hilda Goes since deceased through her sons Mr. Damian Goes and Master Chris Goes, f) Mrs. Irene Filomena Goes e Fernandes married to late Robert Fernandes since deceased by their children Ms. Pearl Fernandes, Ms. Alisha Fernandes and g) Mrs. Maria Cristina Doroteia Goes and her Husband Micaelino Cipriano de Silva as their legal heirs.

AND WHEREAS Mrs. Maria Cristina Doroteia Goes and her Husband Micaelino Cipriano de Silva expired without any issues.

AND WHEREAS though Cipriano Santana Goes was entitled to half the share of the property as a Testamentary Beneficiary of Smt. Benedita in terms of Will dated 24/01/1996, it was amicably decided within the family and the partition was made in the equal share.

AND WHEREAS vide Deed of Partition dated 25/06/2012 registered under registration no.PNJ-BK1-01711-2012 dated 25/06/2012 duly registered in the office of the Sub-registrar of Ilhas, all the above mentioned heirs of the said Antonio Maria Goes partitioned the property bearing Survey No. 20/3 of village Chimbel, admeasuring an area of 14,215 square meters among themselves in the following manner:-

a) Plot A admeasuring 1917m² more particularly described hereunder in

The block contains handwritten signatures and initials. On the left, there is a long horizontal line with a checkmark-like symbol at the end, and below it, the signature 'Alvares' is written. On the right, there is another horizontal line with a checkmark-like symbol at the end, and below it, the initials 'M.C.' are written.

Schedule III was allotted to Mrs. Angela Filomena Fernandes e Goes widow of Belarmino Quintino Agnelo Goes and son Mr. Romano Gifford Ciprian Goes.

b) Plot B admeasuring 1917m² was allotted to Mrs. Altina Lawrence e Goes widow of Antonio Ciriaco Alvares Goes and two children Ms. Tanya Goes married to Sebastiao Fernandes and Ms. Wenzie Luzia Goes,

c) Plot C admeasuring 1917m² was allotted to Mr. Jose Cipriano Goes married to Mrs. Maria Ana Joaquina Regalada Rosario e Goes and their children Gina Goes and Glenda Goes.

d) Plot D admeasuring 1917m² was allotted to survived by Mrs. Jamsy Isabel Ermelinda Barreto e Goes widow of Cypriano Santana Goes and his daughter Carol Mercy Goes and son Christopher Anthony Goes.

e) Plot E admeasuring 1917m² more particularly described hereunder in Schedule IV was allotted to Mr. Eustaquio Vincente Salvador Goes married to Mrs. Hilda Goes since deceased through her sons Mr. Damian Goes and Master Chris Goes.

f) Plot F admeasuring 1917m² more particularly described hereunder in Schedule II, was allotted to Mrs. Irene Filomena Goes e Fernandes married to late Robert Fernandes since deceased by their children Ms. Pearl Fernandes and Ms. Alisha Fernandes.

Area in Plots constitute 11502 m² and the balance area is utilized for Road, dwelling houses of the Mundkars and well.

AND WHEREAS the VENDORS are the lawful and absolute owner of Plot A forming part of larger property described in Schedule I, hereinafter referred to as the "SAID PLOT" and marked in red colour admeasuring an area of 1917 Square meters more particularly described in the schedule II hereunder written.

AND WHEREAS the VENDORS have entered into an agreement dated



Handwritten signatures and initials at the bottom of the page, including a large signature and the initials 'W.X.'.

10/3/2008 with **MR.VERNER ALEIXO VELHO**, son of Mr. Virgilio Velho, major of age, married, business, Indian National, resident of H.No.S-183/2, Sonar Bhat, Reis Magos, Verem, Bardez, Goa, registered before the Notary Mr.S.P.Sawant under Reg. No.1082/08 dated 10/03/08 to sell the said plot along with other plots and accordingly total amount of **Rs.16,55,842/- (Rupees Sixteen Lakh Fifty Five Thousand Eight Hundred and Forty Two Only)** was paid to the VENDORS by **MR.VERNER ALEIXO VELHO**.

AND WHEREAS VENDORS desires to sell the "SAID PLOT" and the Purchaser is willing to purchase "SAID PLOT" free from encumbrances, charges and liens whatsoever in consideration of **125 Sq. Mtrs.** of built up area in the building to be constructed by the Purchaser in the said property, which area is valued for **Rs.50,00,000/- (Rupees Fifty Lakh only)** to be given by the Purchaser to the **VENDORS**.

AND WHEREAS for the purpose of stamp duty the "SAID PLOT" admeasuring an area of **1917 sq. mtrs.** is valued for **Rs.61,34,400/- (Rupees Sixty One Lakh Thirty Four Thousand Four Hundred Only)** the same being the fair market value of the said Plot.

NOW THIS DEED OF SALE WITNESSES AS UNDER:-

1. That in consideration of **125 Sq. Mtrs.** of built up area in the building to be constructed by the Purchaser in the said property, which area is valued for **Rs.50,00,000/- (Rupees Fifty Lakh only)** to be given by the Purchaser to the **VENDORS**, the **VENDORS** as absolute and lawful

 *Atgoe*





5. The VENDORS hereby undertake to indemnify the PURCHASER if any other person claims better title to the said plot of land which is hereby sold or to pay damages to the PURCHASER together with the entire consideration amount received by them, in case the rights which are claimed by third person partly or wholly renders this sale null and void or ineffective.

6. The VENDOR assure, declare and confirm to the PURCHASER that there are no arrears of any Tax and/or dues payable on the said plot standing thereon to the village Panchayat, any authority, Government body by the VENDOR.

7. The Vendor further covenants with the Purchasers that the Vendor shall at the request and cost of the Purchasers do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the SAID PLOT specifically described in the Schedule - II hereunder written and conveyed to the Purchasers by putting the Purchasers in possession of the same in the manner aforesaid according to the true intent and meaning of this Deed.

8. The Vendor do hereby covenants with the Purchasers that the Vendor has not entered into any Agreement for Sale or Memorandum of Understanding for sale of the SAID PLOT to any other person/s and the SAID PROPERTY is free from litigation and the Vendor has full powers to sell the SAID PLOT to the Purchasers.

9. THE VENDORS hereby declare that the SAID PLOT of land hereby sold is not the subject of any acquisition or requisition by any authority under the Land Acquisition Act nor it is subject to any tenancy, Mundkarial right, CRZ, Forest, or other claims.


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10. The Vendor do hereby covenants with the Purchasers that the Vendor has No Objection to include the name of the Purchasers in the Occupant column of Form I & XIV of the SAID PROPERTY surveyed under Survey No. 20/3 of Village Chimbhel by mutation entry.

11. The Vendors do hereby declare that the said Plot in transaction does not belong to Scheduled Caste/Scheduled Tribe Community as the Vendors nor the predecessors in title of the Vendors belong to Scheduled Caste/Scheduled Tribe Community.

SCHEDULE-I
(DESCRIPTION OF SAID PROPERTY)

All that property known as 'DUAS PARTES DO PALMAR' or 'FIRGUENCHEM BATA' or 'PARYENKARACHI XIR' or 'PANJEKARAJI XIR', bearing Matriz no.415 and 416, inscribed under number 11570 and described under number 10334, folio 105, book B-27 (new) in Land Registration Office of Ilhas, Goa and surveyed 20/3 of village Chimbhel, Tiswadi, North Goa District, and admeasuring an area of 14,215 Sq. mtrs. and is bounded as under:

ON THE NORTH: By Survey no.16

ON THE SOUTH: By public Road

ON THE EAST: By survey no.20/4

ON THE WEST: By survey nos.20/2, 20/5, 20/6, 20/7, 20/8, 20/9, 20/10 and 20/11



SCHEDULE-II
(DESCRIPTION OF SAID PLOT)

All that said plot A admeasuring an area of 1917 square meters forming part of Said Property surveyed under Survey No.20/3 of village Chimbel, specifically described in the Schedule - I hereinabove written and the plot A is bounded as follows:

ON THE NORTH: By survey no.16;

ON THE SOUTH: Part by plot B and part by 8 mtrs. wide internal road

ON THE EAST: By survey no.20/4

ON THE WEST: By Plot F

**IN WITNESS WHEREOF THE PARTIES HEREINABOVE HAVE
SET AND SUBSCRIBE THEIR RESPECTIVE HANDS ON THE
DAY, MONTH AND YEAR HEREINABOVE MENTIONED.**



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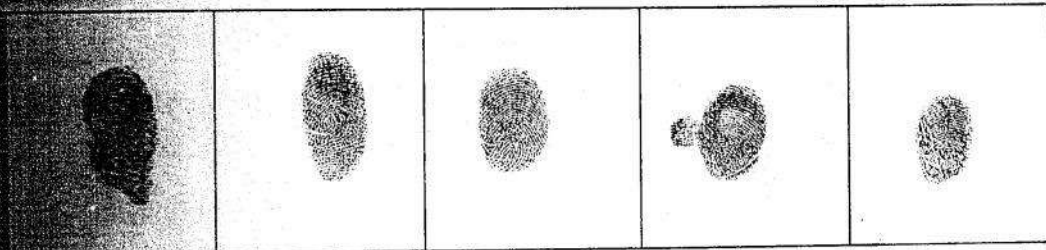
SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
"VENDORS" MRS.ANGELA FILOMENA FERNANDES E GOES
FOR SELF AND AS A POWER OF ATTORNEY OF VENDOR NO.2



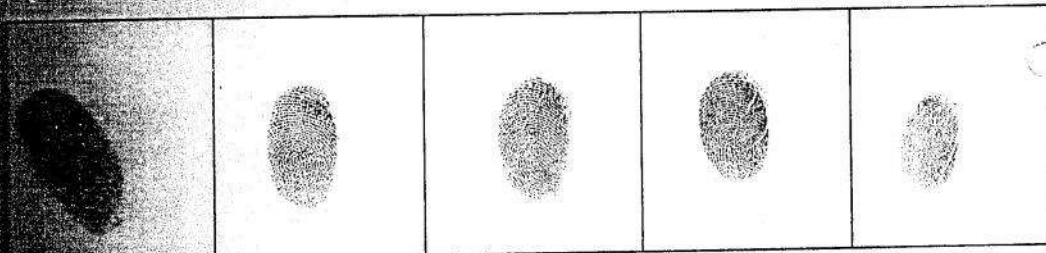
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MRS.ANGELA FILOMENA FERNANDES E GOES

LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



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SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
"PURCHASER" "ADWALPALKAR CONSTRUCTIONS &
RESORTS PVT. LTD" BY ITS DIRECTOR MR. MAHESH R.
ADWALPALKAR.



MR. MAHESH R. ADWALPALKAR



LEFT HAND FINGER PRINTS



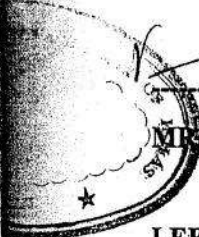
RIGHT HAND FINGER PRINTS



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SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
"CONFIRMING PARTY" MR.VERNER ALEIXO VELHO



MR.VERNER ALEIXO VELHO

LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



IN PRESENCE OF:

- 1) Adv. Rachita R. Dabhale Rabhale
- 2) Adv. Sunayana Haldankar Haldankar