• \_-S 2 9 1 F FOR CITIZENCREDIT CITIZEN CREDIT CO-OPERATIVE भारत 0817 CO-OP BANK LTD DEC 21 2016 BANK LTD Theelule 36,1062 5 SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L. SWATANTRA PATH, VASCO-DA-EANA 60A - 403 802 one Highe & Zero Zero Zero Zero A CHARLEND STONATORY 12:00 R.1 00000/- PB7122 0-5/STP(V)/C.R./35/33/2011-RD (12 INDIA STA P DUTY GOA Name of Purchasor: M/S SUPREME REALTERS . 1711/20 7 SUD REGISTEAR OF TH A.S. 4,0110. 7.1 SALE ED Calleet S.S. u-

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د -ر-WFLLAT FOR CITIZENCREDIT Only CITIZEN CREDIT CO-OPERATIVE भारत 081 Т DEC 21 2016 CO-OP BANK LTD BANK LTD SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L. (SWATANTRA PATH, VASCO-DA-GAMA 190 17 Florelinh 60A - 403 602 aut seven inver zero zero 12:01 ACT NO FOCED SEGNATORY T. 947500/- PB7122 0-5/STP(V)/C.R./35/33/2011-RD INDIA **4P DUTY** GOA ST

Name of Purchaser: M/S SUPREME REALTOR



This DEED OF SALE is made and executed at N rgao, Goa

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On this 5<sup>th</sup> day of January 2017.

STRAR OP

#### BETWEEN

MR. EDGAR MELO FURTADO, aged 69 years, son of late Dr. Alberto Melo Furtado, married, retired, having PAN Card No. AADPF4134D, Indian National and his wife, MRS. MARIA EDITH MELO FURTADO, aged 64 years, married, housewife, having PAN Card No. AADPF4135C, Indian National, is represented by her husband vide Power of Attorney dated 29/08/2012 executed before the Notary of Wilfred A. F. Boadita, Panjim - Goa, registered under No. 13084/2012 dated 29/08/2012, both residents of "LAR", Vivenda Melo Furtado, H.No. C/219/1, Near Miramar telephone Exchange Nomoxin, Caranzalem, Panaji - Goa, hereinafter referred to as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof shall include all their heirs, executors, administrators, successors, legal representatives and assigns) OF THE FIRST PART.

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### AND

M/S. SUPREME REALTORS, A Partnership Firm duly registered under the provisions of the Indian Partnership Act, 1932, with the Registrar of Firms of Salcete at Margao – Goa, having PAN No. ABDFS8549N, having its registered office at "SUPREME", Behind New Telephone Exchange, Opposite Bombi House, Margao - Goa, represented herein by its duly authorized Partners, viz. 1) SHRI YOGESH YESHWANT NAIK, son of late YESHWANT V. NAIK, Married, 41, Businessman, having PAN NO. AAYPN2311D Indian national, residents of E-74, "BOMBI HOUSE", Comba Margao Goa, (2) SHRI ATUL MADHUSUDAN VIRGINCAR, son of late MADHUSUDAN VIRGINCAR, Married, 55, Businessman, having PAN NO. AATPV5523G Indian national, residents of E-75, Martinho Menezes road, Comba Margao-Goa.(3) SHRI EKNATH ALIAS JAGANATH SHRIKRISHNA KAMAT, son of late SHRIKRISHNA KAMAT, Married 59, Businessman, having PAN NO. AEOPS9342D Indian national, (4) SMT. USHA JAGANATH KAMAT ,wife of JAGANATH KAMAT, Married 55, Businessperson, having PAN NO. ACNPK9572E Indian national, both residents of "Guruprasad", Kamat Bldg, First Floor, Malbhat Margao -Goa represented herein by his duly constituted attorney, the aforesaid SHRI EKNATH ALIAS JAGANATH

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SHRIKRISHNA KAMAT, so constituted vide a Power of Attorney executed on 26/08/2010 (5) SMT. ASMITA SANJAY HEGDE, wife of SANJAY HEGDE, Married, 52, Businessperson, having PAN NO.AAAPH5954N Indian national, represented herein by his duly constituted attorney, the aforesaid SHRI EKNATH ALIAS JAGANATH SHRIKRISHNA KAMAT, so constituted vide a Power of Attorney executed on 26/06/2008 (6) MR. SANJAY KRISHNA HEGDE son of KRISHNA HEGDE, Married, 59 , Businessman , having PAN NO.ABEPH5001M Indian national, represented herein by his duly constituted attorney, the aforesaid SHRI **EKNATH** ALIAS JAGANATH SHRIKRISHNA KAMAT, so constituted vide a Power of Attorney executed on 04/02/2015 residents of B-1303. VIVAREA SANE GURUJI MARG, MAHALAXMI MUMBAI,, hereinafter called as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof shall include all its heirs, executors, administrators, successors, legal representatives and assigns) OF THE SECOND PART.

WHEREAS there exists property known as "ODLEM SORGUL" comprising of Survey No. 76/1 admeasuring 34,200 sq. mts. situated at Pilerne, within the limits of Village Panchayat of

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Pilerne, Taluka Bardez, Registration Sub-District of Bardez, District North Goa, State of Goa and property comprising part of Survey No. 53/1-A of Village Reis Magos, admeasuring 12,800 sq. mts. being a part of property surveyed as Lote No. 330 of Old Portuguese Cadastral Survey of Pilerne Village, hereinafter referred to as "The said entire property" and more particularly described in *Schedule-I*.

AND WHEREAS vide Deed of Partition dated 15/03/2005, registered with the Office of the Sub-Registrar of Ilhas under No. 1911 at pages 1 to 47 of Book No. I, Volume No. 1499 dated 09/05/2005, the said entire property was partitioned into Plots i.e. Plot A, Plot B, Plot C, Plot D, Plot E and Plot F.

AND WHEREAS vide Deed of Partition dated 15/03/2005, Plot A and Plot D was allotted to Mr. Edgar Melo Furtado and his wife, Mrs. Maria Edith Melo Furtado (Vendors hereinabove) which Plot A is more particularly described in **SCHEDULE II** 

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hereunder and is hereinafter referred to as the "Said PROPERTY"

AND WHEREAS Vendors represent that they have obtained Sanad dated 01/07/2012 bearing No. RB/CNV/BAR/227/2006 issued by Office of the Collector, North Goa District, Panaji – Goa for conversion of the said property.

AND WHEREAS Vendors represent that the said Sanad is valid and subsisting and the said property can be developed and approvals for residential housing project can be obtained in terms of the existing regulations and approvals

WHEREAS vide Agreements for Sale date 24/11/2014 and 14/04/2014, Vendors hereinabove agreed to sell in favour of Purchaser a part of the SAID BIGGER PLOT admeasuring **3380 sq. mts.** out of the total property admeasuring **8102 sq. mts.** surveyed under Survey No. 76/1-B-2 being part of the larger property identified as ODLEM SORGUL situated at Pilerne, within the limits of the Village Panchayat Pilerne, Taluka and

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Registration Sub-District of Bardez, District of North Goa in the State of Goa, which property is neither described in the Office of Land Registrar Bardez nor enrolled in the Taluka Revenue Office, which plot shall hereinafter referred to as the SAID PLOT and more particularly described in SCHEDULE III and is more particularly delineated and marked in red and identified as A-1 in the plan annexed as Annexure A-1.

AND WHEREAS out of the SAID PLOT, the PURCHASER shall maintain a 4 meter wide access admeasuring 205 sq. mts. for the benefit of the balance plot area of the vendors which access is more particularly identified in GREEN in the Plan annexed as Annexure A-1. However the PURCHASER is entitled to avail of the FAR benefits in respect of the entire SAID PLOT of 3380 sq. mts.

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AND WHEREAS the SAID PLOT is presently bounded on the eastern boundary by an access of 6 meters which is contiguous to the 4 meters access forming a part of the SAID PLOT agreed to be kept by the Purchaser for the benefit of the balance plot area of the vendors referred to above and marked in **GREEN** in Annexure A-1. The said 6 meters access is identified in **YELLOW** in the plan Annexed as **Annexure A-2** and the Purchaser shall be entitled to avail of the said access for the proposed project in the SAID PLOT

AND WHEREAS in the light of above, after Purchase of the SAID PLOT, the Vendors shall continue to be owners of the balance area of the SAID BIGGER PLOT to the extent of 3620 sq. mts. and is more particularly delineated and marked in blue and identified as B in the plan annexed as Annexure A-1

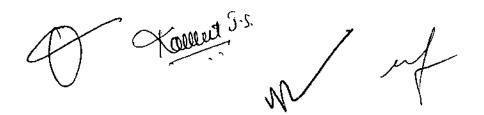
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AND WHEREAS in the light of above, Purchaser had approached the VENDORS for purchase of the SAID PLOT.

AND WHEREAS in furtherance of Agreement for Sale date 14/04/2014 and Agreement for Sale date 24/11/2014, the VENDORS have agreed with the Purchaser for the absolute sale of the SAID PLOT and Purchaser has agreed to purchase the SAID PLOT for the total consideration of Rs. 7,69,50,000/- (Rupees Seven Crore Sixty Nine Lac Fifty Thousand Only).

## NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of payment of Rs. 7,69,50,000/- (Rupees Seven Crore Sixty Nine Lac Fifty Thousand Only) which amount after deduction of TDS @ 1% equivalent to Rs. 7,69,500/- (Rupees Seven Lac Sixty Nine Thousand Five Hundred Only) works out to Rs. 7,61,80,500/- (Rupees Seven Crore





Sixty One Lac Eighty Thousand Five Hundred Only), out of which an amount of Rs. 5,17,60,500/- (Rupees Five Crore Seventeen Lac Sixty Thousand Five Hundred Only) has been paid on or before the date of execution of this Sale Deed in the manner more particularly stipulated in the SCHEDULE IV hereunder, which receipt of entire consideration, the Vendors do hereby admit and acknowledge, and the balance amount of Rs. 2,44,20,000/- (Rupees Two Crore Forty Four Lac Twenty Thousand Only), the Purchaser has agreed to pay in the manner more particularly stipulated in the <u>SCHEDULE V</u> hereunder, and in view of the same, Vendors do hereby convey and transfer by Deed of Sale in favour of Purchaser all their right, title, interest, ownership and possession in the SAID PLOT which PLOT is more particularly described in <u>Schedule III</u> hereunder written and delineated and marked in red and identified as A-1 in the plan annexed as

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A CONTRACTOR

Annexure I together with all trees, fences, ways, water courses, structures, lights and privileges, and appurtenances whatsoever easement to the SAID PLOT belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto AND ALL ESTATE rights, title, interest, claim and demand of the Vendors into or upon the SAID PLOT hereby conveyed to the Purchaser and every part thereof to have unto and hold the same to the use of the Purchaser together with title deeds, writings and other evidence of the title as originally pass on such sale.

2. That Vendors do hereby assure the Purchaser that the SAID PLOT hereby sold is free from any encumbrances whatsoever and Vendors have absolute title and exclusive right to convey the SAID PLOT by way of Sale, and there are no impediments

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whatsoever against such disposition. The Vendors covenant that the SAID PLOT is free from any restraint order or injunction order passed by any court of law, and is also free from any adverse observation in any decree of any court. The Vendors covenant that there is no litigation pending regarding the SAID PLOT and there is no claim by any third party against the SAID PLOT, on any account whatsoever, and that there is no dispute pending regarding the SAID PLOT. The Vendors declare that they have not agreed to sell the SAID PLOT or any portion thereof to any other person/persons whomsoever and that they have not done anything whereby the SAID PLOT or any part thereof may be subject to any attachment or lien of any court or person whosoever or mortgaged to any person/s and no litigation is pending in any court of law in respect of the SAID PLOT and it is not subject to any acquisition nor have the Vendors received any notice

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or notification of the SAID PLOT. The Vendors further declare that they are not aware of any proceedings, at any stage, pertaining to acquisition of the SAID PLOT by any authority or government department.



3. The possession of the SAID PLOT hereby sold by Vendors has been handed over to Purchaser today. Purchaser shall be entitled to apply for mutation in the Record of Rights of the SAID PLOT to schedule III hereunder written. The Purchaser shall also be entitled to apply for and transfer in its favour, the part hereby purchased in all other public records, village records, etc.

4. Vendors covenant that incase any defect is found in the title of the Vendors to the SAID PLOT hereby sold and/or in the present conveyance, then Vendors do hereby agree and undertake to obtain necessary clearance and execute necessary deeds and papers at

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the request of Purchaser and at the cost of the purchaser for more perfectly conveying the part sold unto Purchaser.



5. That the Vendors hereby assure the Purchaser that there are no third party rights of whatsoever nature in respect of the SAID PLOT by way of easements, prescription and/or any other proprietary rights of whatsoever nature on account of long user and/or continuous possession and indemnifies the Purchaser in case of any valid and legally subsisting claim, objections from any persons with regard to the same.

6. That Vendors do hereby assure the Purchaser that the SAID PLOT hereby sold is free from any encumbrances whatsoever and Vendors have absolute title and exclusive right to convey the said part by way of sale.

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7. That on the execution of this Deed of Sale, Purchaser shall and may at all times hereinafter peacefully and quietly enter into and possess the SAID PLOT hereby sold without any hindrance, claim, interruption or demand whatsoever from the Vendors or from any person claiming through or under them.

8. That Vendors shall at all times hereinafter indemnify and keep indemnified the Purchaser and their transferees against any loss, damages, costs, charges, expenses, if any, suffered by reason of defect of title in the SAID PLOT or any breach of the covenants or any valid and legally subsisting claim by any other legal heirs and/or claimant.

9. The Vendors and the Purchaser hereby declare that the SAID PLOT in transaction do not belong to Schedule Caste/Schedule Tribe pursuant to the

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Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

10. Price paid corresponds to market value of the SAID PLOT.

# <u>SCHEDULE – I</u> (<u>DESCRIPTION OF THE</u> SAID ENTIRE

### PROPERTY)

ALL that property known as "ODLEM SORGUL" comprising of Survey No. 76 admeasuring 34,200 sq. mts. situated at Pilerne, within the limits of Village Panchayat of Pilerne, Taluka Bardez, Registration Sub-District of Bardez, District North Goa, State of Goa and all that property comprising part of Survey No. 53 of Village Reis Magos, admeasuring 12,800 sq. mts. being a part of property surveyed as Lote No. 330 of Old Portuguese Cadastral Survey of Pilerne Village. The said property is bounded as under:

Towards East : By Nova Cidade Project;

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Towards West : By Survey No. 76/1 is bounded by a road going from Alto-Porvorim to Verem which is also Village boundary between Pilerne and Reis Magos, thereafter Survey No. 53/1 of Village Reis Magos which is also part of the said entire property and then remaining part of Survey No. 53 of Village Reis Magos;

Towards North : By Betim-Mapusa Road; and

Towards South : By the property Daktem Sorgul;

## <u>SCHEDULE – II</u> (DESCRIPTION OF THE SAID PROPERTY)

All that Plot No. "A", admeasuring 17100 sq. mts. forming part of the bigger property known as "Odlem Sorgul" and more particularly described in Schedule I hereinabove originally forming part of Survey No.

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76/1 of Village Pilerne and presently surveyed under New Survey No. 76/1-B/2. The said **PROPERTY** is bounded as under:

Towards East : By Plot B and C and area of 31000 sq. mts allotted to Communidade of Pilerne of Survey No. 76;

Towards West : By land surveyed under No. 48 of Reis Magos;

Towards North : By land surveyed under No. 77 of Pilerne; and

Towards South : By the Plot admeasuring 8800 sq. mts. allotted to Communidade of Pilerne of Survey No. 76;

## <u>SCHEDULE – III</u> (DESCRIPTION OF THE SAID PLOT)

ALL that Plot admeasuring **3380** sq. mts. out of the total property admeasuring 8102 sq. mts. surveyed under Survey No. 76/1-B-2 being part of the larger property identified as ODLEM SORGUL situated at Pilerne, within the limits of the Village Panchayat Pilerne, Taluka and Registration Sub-District of Bardez, District

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of North Goa in the State of Goa, which property is neither described in the Office of Land Registrar Bardez nor enrolled in the Taluka Revenue Office and which Plot is bounded as under :



North :- By Road connecting to N.H. 17

South :- By balance Property belonging to Edgar Melo Furtado and his wife

East:- By the 6 meters access road forming part of the Property belonging to Thomas Aquino Pereira and others

West :- By property belonging to CV construction

### <u>SCHEDULE – IV</u>

(TOTAL PAID CONSIDERATION) i. An amount of Rs. 4,57,10,500/- (Rupees Four Crore Fifty Seven Lac Ten Thousand Five Hundred Only) has been already paid to the vendors.

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ii. An amount of Rs. 10,00,000/- (Rupees Ten Lac Only) paid in following manners:- a) Rs. 5,00,000/vide Cheque No. 205070 dated 15/12/16 drawn on the saraswat Co-op bank Ltd margao branch b) Rs. 5,00,000/- vide Cheque No. 205071 dated 15/12/16 drawn on the saraswat Co-op bank Ltd margao branch has been paid today.

iii. An amount of Rs. 50,50,000/- (Rupees Fifty Lac Fifty Thousand Only) adjusted towards Flat No. A-204 in Supreme by the Woods Bldg. A.

iv. TDS deducted @ 1% equivalent to Rs. 7,69,500/-(Rupees Seven Lac Sixty Nine Thousand Five Hundred Only)

## <u>SCHEDULE – V</u>

(TOTAL BALANCE CONSIDERATION) i. An amount of Rs. 29,70,000/- (Rupees Twenty Nine Lac Seventy Thousand Only) to be adjusted in the consideration of Flat of in the building which will be coming up in the said property

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ii. An amount of Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) to be paid on 1<sup>st</sup> February 2017
iii. An amount of Rs. 30,00,000/- (Rupees Thirty Lacs Only) to be paid on 1<sup>st</sup> March 2017
iv. An amount of Rs. 75,00,000/- (Rupees Seventy Five Lacs Only) to be paid 1<sup>st</sup> August 2017.
v. An amount of Rs. 74,50,000/- (Rupees Seventy Four Lacs Fifty Thousand Only) to be paid on 1<sup>st</sup>

IN WITNESSES WHEREOF the parties hereto have signed this Deed of Sale, the date, month and the year first hereinabove written

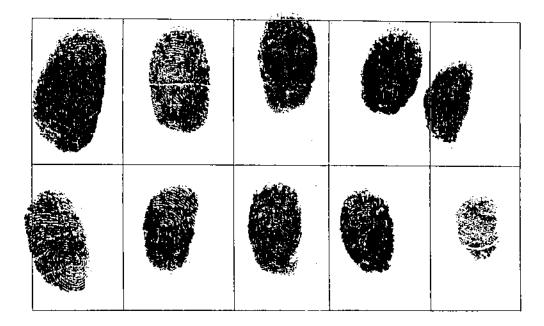
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## SIGNED AND EXECUTED BY THE VENDORS.

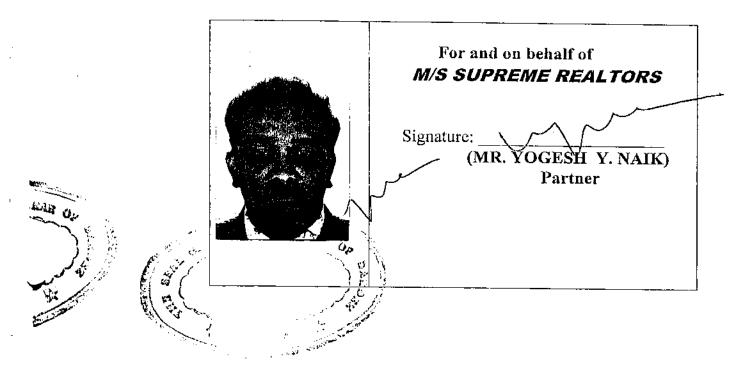
6d ldjar Signature: \_\_ (MR. EDGAR/MELO FURTADO) For self & Attorney of MRS. MARIA EDITH MELO EURTADO) Helo 18.5 

# (Finger prints of MR. EDGAR MELO FURTADO)



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# SIGNED AND EXECUTED BY THE PURCHASER.

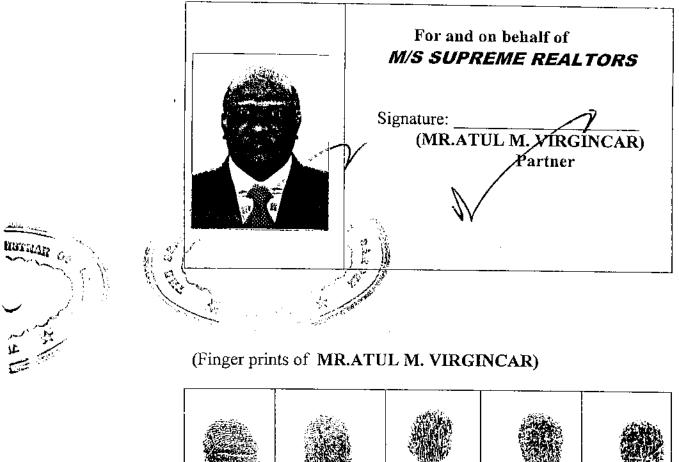


(Finger prints of MR. YOGESH Y. NAIK.)

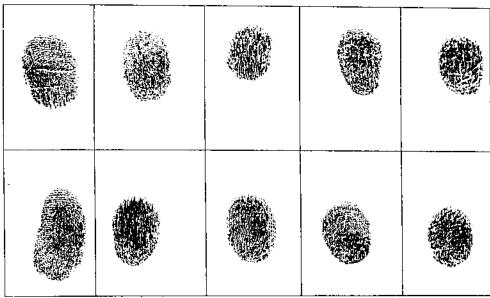
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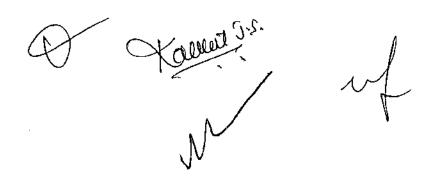
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SIGNED AND EXECUTED BY THE PURCHASER.



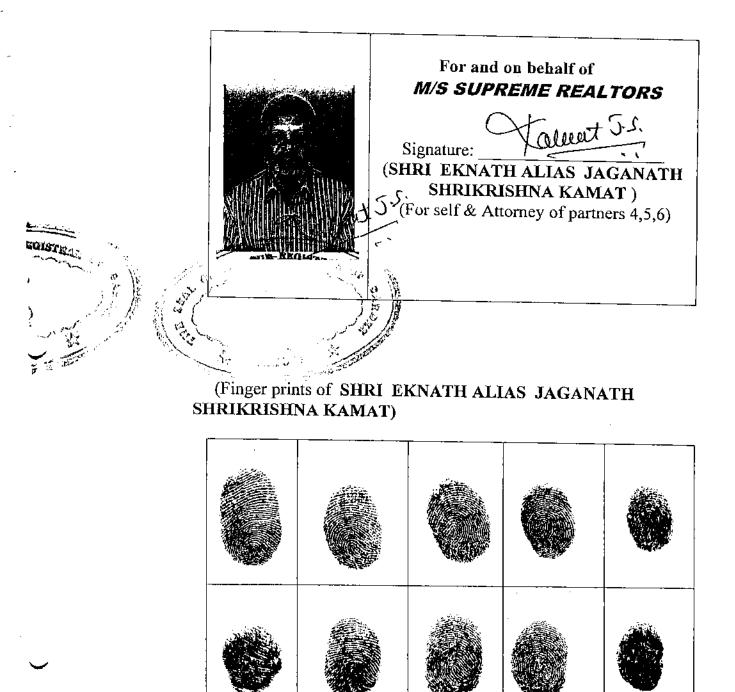
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# SIGNED AND EXECUTED BY THE PURCHASER.



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WITNESSES:-

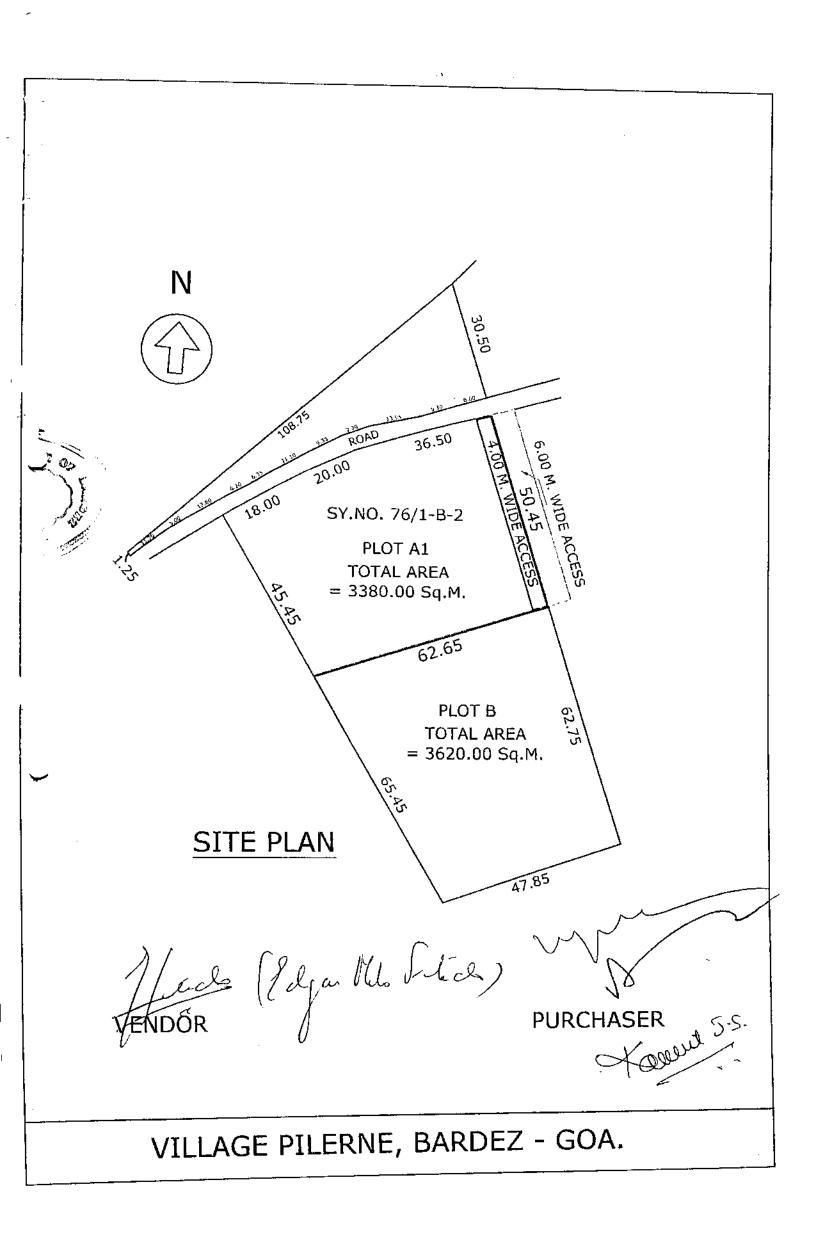
Hamodic 1.

Name: Amvesh Zamodkav Address: H.NO. 116, Chandrawaddo, Fatorda, Margao-bog.

2. Baenhar

Name: Rockhi Graenkar Address: H. NO 12, Kodar Khandepar ponela Lon.

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#### Office of Sub-Registrar Bardez

#### Government of Goa

Print Date & Time : 17-01-2017 11:45:00 AM

Document Serial Number : 174

Presented at 10:30:00 AM on 17-01-2017 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
<b>t</b> = 1	Registration Fee	3078000.00
0,2	Processing Fees	1080.00
$\square$	Total :	3079080.00

Stamp Duty Required:

3847500.00 Stamp Duty Paid: 3847500.00

## Sanjay Baswant Kadangale presenter

Name	Photo	Thumb Impression	Signature
Sanjay Baswant Kadangale, S70 Basavant Kadangale Married, Indian, age 42 Years, Service, r70H. No. 17, Zariwado, Davorlim, Salcete-Goa Admits execution on behalf of the Partner No's. 1 to 3-vide POA dated 0270972010, executed before the Sub Registrar of Salcete, Margao, under Sr. No.3572010 dated 0870972010, and also admit execution on behalf of the partner 3- who has POA of Partner No.4 & 5 vide POA dated 0270972010, executed before the Sub Registrar of Salcete, Margao, under Sr. No. 4072010 and partner No 6 Sanjay Hedge Vide POA dated 16.03.2015 executed before Sub Registrar Salcette under Reg. No. MGO- Bk4- 00018-2015.			Acadapate

#### Endorsements

#### Executant

1. Sanjay Baswant Kadangale, S/o Basavant Kadangale, Married, Indian, age 42 Years, Service, r/oH. No. 17, Zariwado, Davorlim, Salcete-Goa Admits execution on behalf of the Partner No's. 1 to 3-vide POA dated 02/09/2010, executed before the Sub Registrar of Salcete, Margao, under Sr. No.35/2010 dated 08/09/2010, and also admit execution on behalf of the partner 3- who has POA of Partner No.4 & 5 vide POA dated 02/09/2010, executed before the Sub Registrar of Salcele, Margao, under Sr. No. 40/2010 and partner No.6 Sanjay Hedge Vide POA dated 16.03.2015 executed before Sub Registrar Salcette under Reg. No. MGO- Bk4-00018-2015.

Photo	Thumb Impression	Signature
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2. Edgar Melo Furtado, S/o Late Dr.Alberto Melo Furtado, Married,Indian,age 69 Years,retired,r/oLar Vivenda Melo Furtado, H.no C/219/1, Near Miramar Telephone Exchange Nomoxim, Caranxalem Panaji Goa. For Self & as POA holder for Venidor no 2 dated 29.08.2012, executed before Adv Notary A.F. Boadita,Panjim Goa. vide real on 13084/2012

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### Identification

*	1 56		
	No.	Witness Details	Signature
732.845	(1)	Anand Ravlu Pednekar , S/o Late Ravlu Pednekar, UnMarried, Indian, age 58 Years, Self-employed, r/o Apsabbal, Magues Paris, Down	
			Schepen
ļ	2	Rajmesh V Pipalyá , S/o Velji Bhai, Married, Indian, age 42 Years, Service, r/o L-228, Gogat Hsg Board, Margao Goa	Dind
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Signature -

Designed and Developed by C-DAC, AC15, Pune

	Book-1 Document
	Registration Number BRZ-BK1-00230-2017
ļ	CD Number BRZD785 on
	Date 25-01-2017 Sub-Registrar (Bardez )
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Signature:- Inparate:

the state

C.,

Designed and Developed by C-DAC, ACTS, Pune