

(Rupees Six Lakhs Thirty One Thousand Only)

CITIZENCREDIT co-operative Bank Ltd.  
Mapusa Branch,  
Shop No G - 1, Ground Floor, Block D - 1,  
Dadasaheb Phalke,  
Mapusa, Goa - 403 587



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GOA  
NON JUDICIAL

Rs. 0631000/- 6.9.2018

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GOA

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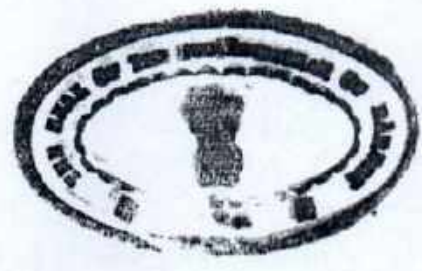
Name of Purchaser Ms. Deepakshi Lalit Veema

For CITIZENCREDIT™  
CO-OP BANK LTD

*[Signature]*  
Authorized Signatory

3922 / 2018  
10/9/18

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DEED OF SALE

f. f.

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*[Signature]*

*[Signature]*

Neommal

Pendence

This **DEED OF SALE** is made on this 10<sup>th</sup> day of September 2018 at Mapusa Bardez Goa by and ;

**BETWEEN**

(1).**SMT. FLORINDA FELICIDADE FERNANDES**, alias **FLORINDA FELECIDADE FERNANDES**, alias **FLORINDA FELECIDADE MASCARENHAS** alias **FLORINDA FELICIDADE MASCARENHAS**, widow of late Antonio Valentino Fernandes, aged about 81 years, housewife, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_,

\_\_\_\_\_, Email I.D.anthony91dj@gmail.com, Phone no.9923721392, resident of H.No.256, Bhatti Waddo, Nerul Bardez Goa, (2).**SHRI.JOSE CAETANO FERNANDES**, son of late Antonio Valentino Fernandes, aged about 62 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_, Email I.D.jcfdes@yahoo.com, Phone no.9881655103, resident of H.No.256, Bhatti Waddo, Nerul Bardez Goa;

(3).**SMT.CICILIA FERNANDES** alias **CICILA FERNANDES E MENDONCA**, alias **CICILIA MENDONCA**, daughter of Jose Caetano Fernandes, aged 33 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_, Email I.D.cicilia.fernandes195@yahoo.com, Phone no.9096273362, and her husband; (4). **SHRI.MELVIN PANDIT MENDONCA**, son of Mr. Prabhu Jose Mendonca, aged about 37 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_, Email I.D.melvin.mendonca1981@gmail.com, Phone no.9096273362, both resident of H.No. 1584/2, Grand Chinwar, Anjuna, Bardez, Goa, 403509,

*Mendonca*  
*Lu*  
*Flora*  
*Jose*  
*Nammal*

(5). **SMT.NATTY MAGDELINE FERNANDES** alias **NATTY MAGDELINE FERNANDES E CARDOZ** alias **NATTY MAGDELINE CARDOZ** daughter of Jose Caetano Fernandes, aged 31 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no. \_\_\_\_\_, Email I.D.nattyferns\_27@yahoo.com, Phone no.8605616475, and her husband;(6). **SHRI.ROY REMEDIO CARDOZO**, son of Shri. Joaquim Cardozo, aged 43 years, in service, holding PAN Card no. \_\_\_\_\_, Aadhar Card no.NIL, Indian Passport no.N1270992 Email I.D.roy\_cardozo@yahoo.co.uk, Phone no.8605616475, both residing at H.No.392, Alto Guimaraes, Panaji Goa, (7).**SHRI.ANTHONY VALENTINE FERNANDES**, son of Jose Caetano Fernandes, 27 years of age, unmarried, businessman ,having PAN Card No. \_\_\_\_\_, holder of Adhaar Card No. \_\_\_\_\_, Email I.D.anthony91dj@gmail.com, Mobile No.9923721392, Indian National, residing at House No.256, Bhattivaddo, Nerul, Bardez, Goa, 403114; hereinafter called the "**VENDORS**" (which expression shall unless repugnant to the context or meaning thereof include their heirs, successors, and legal representatives and assigns) as party of the **FIRST PART**;

**AND**

**MRS. DEEPAKSHI LALIT VERMA**, daughter of Satish Chandel, 32 years of age, Indian National, wife of Mr. Lalit Verma, holder of Pan Card No. \_\_\_\_\_, Resident of A 50, East Uttam Nagar , New Delhi 59, hereinafter referred to as the "**PURCHASER/ASSIGNEE**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, assigns, executors, administrator, nominees as Party of the **SECOND PART**;

*S. S.*  
*Mercator*  
*Lalit Verma*  
*Nammal*

AND

**Lifestyle Reality**, a Partnership firm, represented by its Partner MR. NERMMAL LAKHANI, son of K R Lakhani, 38 years of age, Indian National, partner of Lifestyle Reality, having its office at 77, Aum, Rangavi Estate, Issorcim, Bogmalo Road, Mormugao Goa, bearing PAN card no. \_\_\_\_\_, along with their associate partner or company, hereinafter referred to as the '**CONSENTING PARTY/ASSIGNOR**' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, assigns, executors, administrator, nominees as Party of the THIRD PART;

AND WHEREAS the Vendor no.6 namely **SHRI.ROY REMEDIO CARDOZO**, is represented herein by his duly constituted attorney **SHRI.ANTHONY VALENTINE FERNANDES** vide a Power of Attorney dated 12/11/2016 notarized before Mr. Bruno Nazareth, bearing registration no. 2924/2016 Registered at Mapusa- Goa.

AND WHEREAS the Purchaser is represented herein by her husband and power of attorney holder namely **Lalit Verma** by a power of attorney dated - notarized before notary public Mr. Ashok Kumar Tyagi, dated 04/09/2018 bearing registration no.3157/2018.

WHEREAS there exists a property known as " Jacinto De Araujo" situated as Nerul Village,Bardez, Taluka, Goa and described in the land Registration Office of Sub District ,Ilhas, under No. 20107 at Folio 166V of Book B 53 new and bearing Matríz no.401 bearing old cadastral

*Cardozo* *SH*  
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*Lalit Verma*  
*Nermmal*

survey no. 834 and surveyed under new survey no. 15/2A of Village Nerul Bardez Goa admeasuring 2780 sq. mts. and is bounded as under:-

To the East:- By the property bearing survey No. 15/3, ( property of Maria Cristina Alvares of Parra);

To the West:- By the Road and Comunidade of Nerul (Velvet);

To the North:- By the survey no. 18/1, 10, 4, 5, 6, 2 and of Comunidade of Nerul.

To the South:- by survey no. 15/2B.

This property shall hereinafter be referred to as the "**SAID PROPERTY**" and is described in the **Schedule- I** written below.

**AND WHEREAS** the said property was original stands inscribed in favour of Manuel Jose Francisco and his wife Lydia Menezes e Francisco under no.20342 of book F-31 in the Office of land Registrar Ilhas, whereby they reserved the usufruct for themselves and gifted the said property to their daughter Blanche Francisco e Mendonca pursuant to a Gift Deed dated 18/11/1948.

**AND WHEREAS** pursuant to a Sale Deed dated 14/3/1980 duly registered in the Office of Sub-Registrar Ilhas on 19/9/1980 bearing registration no. 324 at pages 52 to 59 Book-I , Volume 152, Mr. Jovito Joao Xavier de Rosario Mendonca and his wife Dr. Maria Blanch Berta Amarelho Francisco e Mendonca alias Blanch Francisco Mendonca in favour of Mrs. Florinda Felicidade Fernandes.

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Mendonca  
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Ronal  
Felicidade  
Nesommal

**AND WHEREAS** based on the said Sale Deed dated 14/3/1980, her names stands recorded in the Survey Records of Rights in respect of the Said property.

AND WHEREAS said Mrs. Florinda Felicidade Fernandes was married under the regime of communion of assets application to the State of Goa to Anton Valentine Fernandes alias Valentino Fernandes alias Antonio Valentino Fernandes alias Valenie Fernandes and upon his death a Deed of Succession dated 27/4/2017 came to be executed/registered.

AND WHEREAS pursuant to a Deed of Succession dated 27/4/ 2017 drawn in the Office of Notary Ex- Officio sub Registrar of Sattari, the Vendors are declared as the sole and exclusive legal heirs of Anton Valentine Fernandes alias Valentino Fernandes alias Antonio Valentino Fernandes alias Valenie Fernandes having acquired /inherited rights in the said property referred to herein above and more particularly described in the Schedule-I hereunder.

AND WHEREAS in this manner the Vendors are claiming to be the owners in exclusive possession of the said property referred to hereinabove and more particularly described in Schedule-I hereunder written.

AND WHEREAS the Vendors further declare that they are in exclusive, de facto, continuous, uninterrupted possession of the said property described in Schedule-I as owners thereof from the time of its purchase upto the present date and are therefore owners by virtue of both original documentary title as well as by virtue of exclusive, continuous, uninterrupted possession without any interference by any other person whatsoever since 14/03/1980 upto the present date.

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AND WHEREAS the Vendors had previously agreed to sell the said property to the Consenting Party herein/Third Party herein for consideration.

AND WHEREAS the Consenting Party/Third Party has agreed to sell, assign and transfer all their rights in favour of the Purchaser for consideration.

AND WHEREAS the Vendors and the Consenting Party herein have agreed to sell and the Purchaser has agreed to Purchase the said property as described in the schedule-I written below in terms of warranties and representations made herein by the Vendors and the Consenting Party .

**AND WHEREAS** the Vendors and the confirming parties declare that the Said Property is fit for development and they undertake to obtain Conversion Sanad and TCP approval towards three Villas in the said property and since the process of Conversion Sanad and approvals from TCP are pending, the Vendors and the Consenting Party have agreed to sell the said property on belated payment and the said Conversion Sanad and approvals from TCP prior to the said belated payments are honoured.

AND WHEREAS the name of the Vendor no.1 is duly recorded in the occupants column of survey no.15/2A of Village Nerul Bardez Goa and further declare and undertakes to give all the co-operation to the Purchaser during the course of carrying out mutation in order to seek Mutation of the Said Property once a Sale Deed is executed and registered.

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**AND WHEREAS** the Vendors and the consenting party declare that they have not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Plot.

**AND WHEREAS** the Vendors and the consenting party declares that the Said Property is free from any encumbrance, charge, mortgage, claim, litigation etc. of any person whomsoever and that there is no dispute either in any Court or otherwise on loco nor have they agreed or promised to sell the Said Property to any other parties, nor it is attached by Income Tax authority or Sales Tax authority or any other office.

**AND WHEREAS** the Vendors and the consenting party further declares that their title towards the Said property is absolutely clear and marketable and they have all the right, authority and power to sell the Said Property to the Purchaser herein and that there are no restrictions or limitations on the development of the said Property and to execute the present Sale Deedin favour of the Purchaser and that besides the vendors there are no other person having any right, title, interest, right or in the Said Property and that they have full freehold right and the absolute authority, right to sell, transfer or dispose of the same and in every and any manner whatsoever to the Purchaser.

**AND WHEREAS** the Vendors and the consenting party declare that they have not created any third party right, title, interest, charge, lien, mortgage, agreement over the Said Property nor they have done or omitted or willingly suffered and been a party to any act, deed or thing whereby the Vendors /consenting party herein are prevented from selling the Said Property in the manner aforesaid and they unconditionally undertake to keep indemnified the Purchaser and their

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A. S.  
Ravi  
S. S. V.  
Nummal

successors as against any defects in title and claims as required to be fulfilled in terms of Transfer of Property Act.

**AND WHEREAS** the Vendors declare that besides them no other persons have any claim or demand or right or title or interest in the Said Property and/or any part or portion thereof and they have not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no other persons whatsoever have/had/has ever claimed any right or interest including any right of pre-emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any other party.

**AND WHEREAS** the Vendors and the Consenting Party declare that they unconditionally undertake to keep indemnified the Purchaser and their successors from or against all claims, encumbrances, charges, equities, demand of whatsoever that may arise for acts done by them and further agree to save and keep indemnified the PURCHASER from and against all losses, damages, claims or costs which it may sustain by reasons of any valid and subsisting claim being made by anybody to the Said Property.

**AND WHEREAS** taking into consideration the above representations, declaration and warranties of Vendors and the consenting party and taking into consideration a fact that the title of the said property being absolutely clear and marketable and the said property is fit for development, the Purchaser has agreed to purchase the said property for a total consideration of Rs. 140,00,000/- ( Rupees one crore forty lakhs only) , which is paid by the Purchaser to the Vendors in the manner explained herein below as the full

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Mendona

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and final sale consideration of the above said property and the parties have agreed and decided to draw the terms and condition of this Sale Deed in the following manner;

**NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-**

1. That in view of above said agreement and subject to the conditions of this Deed and in consideration of sum of Rs. 140,00,000/- ( Rupees one crore forty lakhs only) paid by the purchaser to the Vendors and the Consenting Party in the manner explained in Schedule of payment given herein below, which amounts they the Vendors and the Consenting Party do hereby acknowledge having received as full and final consideration towards the sale of the said property as described in the schedule written below, they the Vendors and the Consenting Party do hereby sell, transfer assign and convey free from encumbrances the Said Property as more particularly described in Schedule written below TOGETHER WITH ALL ways, waters, water courses, liberties, privileges, easements, structure and appurtenances whatsoever belonging to the Said Property or in any way reputed to, belong to or be occupied therewith or be appurtenant thereto; AND ALL the right, title, estate, interest, claims and demands whatsoever of the VENDORS to the Said Property hereby conveyed and every part thereof; TO HOLD the same forever as their own to the PURCHASER their heirs, successors, administrators and assigns absolutely and forever.

2. The VENDORS and the Consenting Party do hereby covenant with the PURCHASER that notwithstanding any acts, deeds, matter or thing whatsoever by the VENDORS, CONSENTING PARTY or any person/s lawfully or equitably claiming by, from, through, under, or in trust for them, made done, committed or omitted or knowingly or willingly suffered to the contrary, the VENDORS have good right, full power and absolute authority to

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D. S.

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Abhishek

grant, convey, transfer and assign the Said Property hereby sold, unto and to the use of the Purchaser in the manner aforesaid.

3. The VENDORS and CONSENTING PARTY agree with the PURCHASER to keep them indemnified as against any valid and subsisting claim of title in case of any claim of adverse title of the Said Property hereby conveyed or any dispute in respect of the Said Property.

4. That the Vendors and the Consenting Party do hereby give their No Objection to delete the name of the Vendor no.1 from the survey records of the property and for including the name of the Purchaser in the Occupant's Column of the survey records of the Said Property described below and further do hereby waive notice in a Mutation process that will be initiated to carry out mutation.

5. That the VENDORS and CONSENTING PARTY further specifically covenant to the Purchaser as under;

A) That the title of the Said Property is absolutely clear and marketable and that there are no restrictions or limitations on the Said Property to execute the present Sale Deed in favour of the Purchaser.

B) That the VENDORS are the sole and absolute owners in possession of the Said Property and that their title towards the Said Property are absolutely clear and marketable.

C) That the Said Property are free and discharged from any claims, encumbrances, charges, litigation, mortgage, lien, dispute, restrictions, acquisition, requisitions, tenancy claim, mundkar claim etc. and the Vendors have full freehold right and the absolute authority, right to sell, transfer or dispose off the Said Property and in every and any manner whatsoever to the Purchaser.



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D) That they have not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Property

E) That they have not created any third party right, title, interest in the Said Property

F) That the Said Property is not attached by Income Tax authority or Sales Tax authority or any other office.

G) That they are lawfully seized and possessed of the Said Property free from encumbrances or defects whatsoever and they have absolute authority to sell the Said Property in the manner explained herein.

H) That the Purchaser may hereafter peacefully and quietly own, possess and enjoy the Said Property without any valid and subsisting claims or demand whatsoever from the Vendors or from the Consenting Party or from any person or persons claiming through or under them.

I) That they have not done or omitted or willingly suffered and been a party to any act, deed or thing whereby the VENDORS or CONSENTING PARTY are prevented from selling the Said Property in the manner aforesaid.

J) That they covenant to save harmless and keep indemnified the Purchaser from or against all claims, encumbrances, charges, equities, demand of whatsoever that may arise for acts done by them and further agree to save and keep indemnified the Purchaser from and against all losses, damages, claims or costs which it may sustain by reasons of any valid and subsisting claim being made by anybody to the Said Property.

K) That the Said Property is not the subject matter of any Court attachment or any adverse claim, demand or actions of any person



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Prudencia  
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Rod

*[Signature]*  
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whomsoever nor they have created any charge, lien, agreement, MOU, mortgage over the same in favor of any other parties.

1.) That besides them no other persons and/or family members of the Vendors have any manner of claim or demand or right or title or interest in the Said Property and/or any part or portion thereof and they have not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no persons whosoever have/had/has ever claimed any right or interest including any right of pre-emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any other party.

6. The Vendors and the Consenting Party declare that the said property is fit for development and it is falling in old Settlement zone and there are no restrictions, limitations of whatsoever nature from carrying out construction in the said property.

7. The VENDORS and the PURCHASER hereby declare that the said plot in transaction does not belong to Schedule Caste/ Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77, dated 21/08/1978.



#### SCHEDULE-I

All that property known as " Jacinto De Araujo" situated as Nerul Village, Bardez, Taluka, Goa and described in the land Registration Office of Sub District, Ilhas, under No. 20107 at Folio 166V of Book B 53

J. J.  
Mendonca

to

to

J. J. Mendonca  
to

to

new and bearing Matriz no.401 bearing old cadastral survey no. 834 and surveyed under new survey no. 15/2A of Village Nerul Bardez Goa admeasuring 2780 sq. mts. and is bounded as under:-

To the East:- By the property bearing survey No. 15/3. ( property of Maria Cristina Alvares of Parra);

To the West:- By the Road and Comunidade of Nerul (Velvet);

To the North:- By the survey no. 18/1, 10, 4, 5, 6, 2 and of Comunidade of Nerul.

To the south :- by survey no.15/2B.



Mendonca *[Signature]* f. f.  
Alvares *[Signature]*  $\phi$   
Nerul *[Signature]* Alvares  
Velvet *[Signature]*

**SCHEDULE OF PAYMENT**

VENDORS	Cheques of SOUTH INDIAN BANK	Total Consideration Received	Received by way of T.D.S. Deposited in the income tax accounts of vendors	Balance consideration received in the Bank Accounts of the Vendors
VENDOR NO. 1 <b>FLORINDA FELICIDADE FERNANDES</b>	1)676649 2)676650	Rs. 62,50,000	Rs. 62,500	Rs.30,93,755+ Rs.30,93,750 =Rs. 61,87,505
VENDOR NO. 2 <b>JOSE CAETANO FERNANDES</b>	676643	Rs. 31,25,000	Rs.31,250	Rs. 30,93,750
VENDOR NO. 3 <b>CICILIA FERNANDES</b>	676644	Rs. 5,20,833	Rs. 5,209	Rs. 5,15,624

*Perdonca*  L.L.

*Car*

*F. J. J. J.*  
*Nummal*

VENDOR NO.4 <b>MELVI N PANDI T MEND ONCA</b>	676645	Rs. 5,20,833	Rs. 5,209	Rs. 5,15,624
VENDOR NO.5 <b>Mrs.NA TTY MAGD ELINE FERNA NDES</b>	676646	Rs. 5,20,833	Rs. 5,209	Rs. 5,15,624
VENDOR NO. 6 <b>Mr.RO Y REMEDI O CARDO ZO</b>	676647	Rs. 5,20,833	Rs. 5,209	Rs. 5,15,624
VENDOR NO. 7 <b>Mr. ANTH ONY VALEN TINE FERNA NDES</b>	676639	Rs.10,41,6 66/-	Rs.10,41 7	Rs.10,31,249

IN WITNESS WHEREOF, the parties hereto have signed and executed this Deed of Sale in the simultaneous presence of the witnesses signing below:

*Mendonca*      *J. J.*
  
*Ramesh*      *Jalid veng*
  
*Arummal*

SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 1

Florinda  
41

Florinda Felicidade Fernandes



SMT. FLORINDA FELICIDADE FERNANDES,

L.H.T.1

R.H.T.1



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5.



Mendonça

L. F.

Card

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Felicidade

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SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 2

Jose C. Fernandes.

**SHRI.JOSE CAETANO FERNANDES**

Jose C.



L.H.T.I

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

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

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

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

R.H.T.I

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

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

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

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



Atendoneca

*[Signature]*

I. P.

Barcel

Neommal

*[Signature]*

SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 3



Mendonca

SMT.CICILIA FERNANDES alias CICILA FERNANDES E MENDONCA,  
alias CICILIA MENDONCA

L.H.T.I

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R.H.T.I

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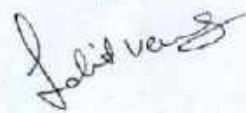
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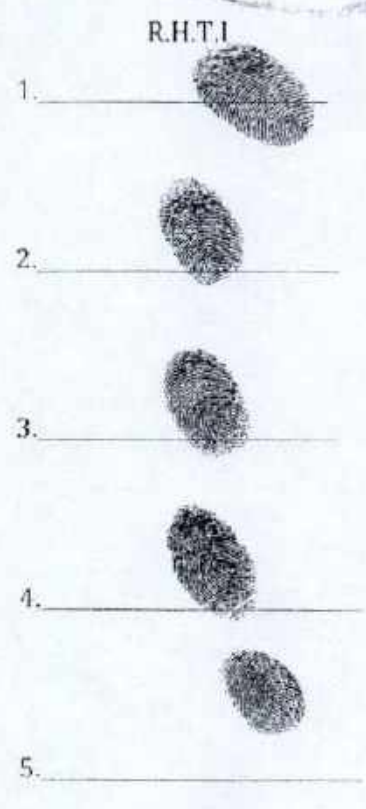
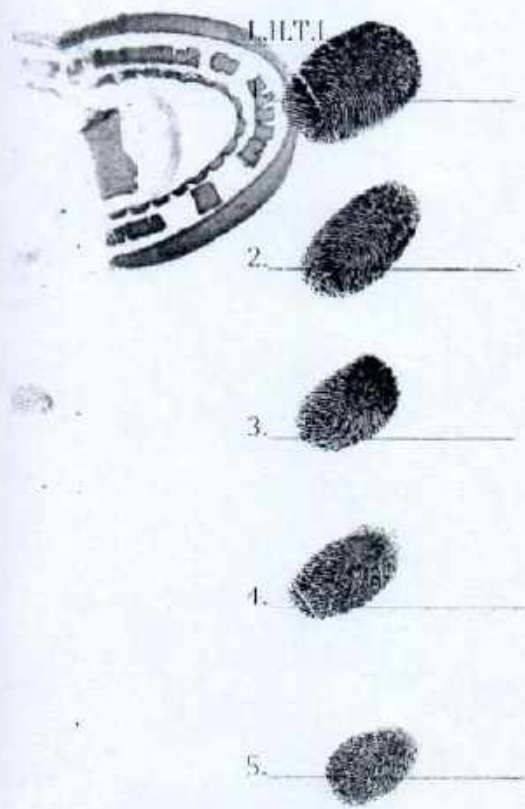






SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 4

**SHRI.MELVIN PANDIT MENDONCA**



L. S.  
Mendonca

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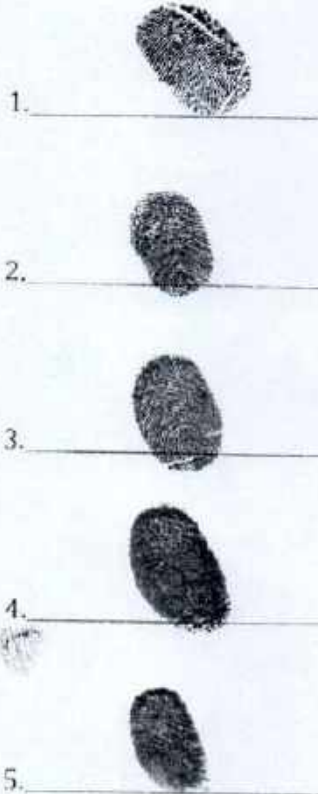
SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 5



SMT. NATTY MAGDELINE FERNANDES alias NATTY MAGDELINE  
FERNANDES E CARDOZ alias NATTY MAGDELINE CARDOZ

L.H.T.I

R.H.T.I



*L. F.*  
Mendonca  
*Cardo*  
Nemmal  
*Soliva*

SIGNED AND DELIVERED BY THE WITHIN NAMED  
VENDOR NO. 6



*Fernandes*

SHRI.ANTHONY VALENTINE FERNANDES

For self and as an attorney of SHRI.ROY REMEDIO CARDOZO,



L.H.T.I



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



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



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



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



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

R.H.T.I



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



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



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



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



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

f. f.

*Mendonca*

*R*

*Roy*

*R*

*Abraham*  
*Jalil*

SIGNED BY WITHIN NAMED PURCHASER

*Lalit Verma*

*Lalit Verma*

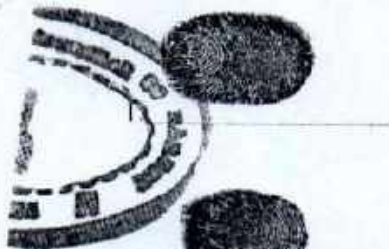


MR. LALIT VERMA ( attorney holder of  
DEEPAKSHI VERMA)



L.H.T.I

R.H.T.I



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



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



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



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



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



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



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



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

*Mendonca*

*f. f.*

*Verma*

*Normal*

*Lalit Verma*

WITNESSES:

1. Apel (ANKIT SHARMA) RZ-27 INDRA PARK UTAM NAGAR  
ND-59  
ID NO - 553392738464
2. Dr. (Yashu Sekhant) passport no - 10499E



f. f.  
Dendonca

Card

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Felites