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Date : 17-Dec-2021

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Quepem)

SUB-REGISTRAR
QUEPEM



CERTIFIED TO BE TRUE XERO.
COPY OF THE ORIGINAL

Vithoo K. Naik

NOTARY
VITHOO K. NAIK
CURCHOREM
STATE OF GOA (INDIA),
REG NO. 440591, DATED

24/01/2023

(Rupees One Lakh forty Seven Thousand and

Phone No:
Sold To/Issued To:
SHAIKH IRFAN
For Whom/ID Proof:
AAFP10472B



₹ 0147000/-

ZERO ONE FOUR SEVEN ZERO ZERO ZERO

38152481639402429272-0000151
3815248 36/02/04/2021-RD1

Name of Purchaser: Shaikh Irfan

For CITIZEN CREDIT CO-OP. BANK LTD.



[Signature]
Authorized Signatory



Shaikh Mohamad Irfan S. Irfan

QPN-1-691-2021



DEED OF SALE

[Signature]

[Signature]

THIS DEED OF SALE is made and entered into at Quepem-Goa of Quepem Taluka on this 13th day of December 2021:

BETWEEN

1. **SHRI. THOMAS ANTHONY D'SOUZA**, son of Shri. Anthony Michael D'Souza, aged 37 years, married, occupation business, having PAN No: [REDACTED] Aadhaar card No: [REDACTED] mobile No: [REDACTED] and his wife:

2. **MRS. KENNETH BENEDINE D'SOUZA**, wife of Shri. Thomas Anthony D'Souza, aged 34 years, married, occupation service, having PAN No: [REDACTED] Aadhaar card No: [REDACTED] mobile No: c/o: [REDACTED] both Indian Nationals, both residents of H. No: 51/6, Gaunsawaddo, near Gaunsawaddo Chapel, Mapusa, Bardez-Goa-403507, hereinafter referred to and called as the "**VENDORS**", (which expression shall unless repugnant to the context or meaning thereof shall mean and include them, their heirs, legal representatives, executors, successors, administrators, assigns etc) **OF THE FIRST PART:**

AND

1. **SHRI. SHAIKH MOHAMAD IRFAN**, son of late. Shri. Shaikh A. Mutalib, aged 54 years, married, occupation business, Indian National, resident of Shaikh Mansion, Pontemol, Curchorem Goa-403706, having PAN No: AAFPI0472B, Aadhaar card No: 483396989878, mobile No: 7385581234, hereinafter referred to and called as the "**PURCHASER**", (which expression shall unless repugnant to the context or meaning thereof shall mean and include him, his heirs, legal representatives, executors, successors, administrators, assigns etc) **OF THE SECOND PART:**

WHEREAS, the Vendor No: 2 herein is represented in this Deed by her duly constituted attorney **SHRI. THOMAS ANTHONY D'SOUZA**, the Vendor No: 1 herein, duly constituted as such by General Power of Attorney dated

[Signature]

[Signature]

6/11/2020 which is duly executed before the Notary of Bardez Shri. S. J. Sardessai and found registered in his books under No: 11346/2020 dated 6/11/2020 (Notarized copy is hereto produced)



AND WHEREAS, in Village Curchorem of Taluka and Sub-District of Quepem, District of South Goa and the State of Goa, within the limits of Curchorem Cacora Municipal Council, there exists a landed property known as "PONTEMOL BAMNABAG", not described in the Land Registration office nor enrolled in the Taluka Revenue office of Quepem Taluka but surveyed under survey No: 131/8 of Village Curchorem of Quepem Taluka. The said property admeasures an area of 1000 sq. meters and is bounded as under:-

On or to the East: By property bearing survey No: 130/1 of
Village Curchorem, Taluka Quepem,

On or to the West: By property bearing survey No: 131/6
Village Curchorem, Taluka Quepem,

On or to the North: By property bearing survey No: 131/9
and 11 of Village Curchorem, Taluka
Quepem and

On or to the South: By property bearing survey No: 131/10 and
2 of Village Curchorem, Taluka Quepem

The property described hereinabove shall be hereinafter referred to and called as "**SAID PROPERTY**" for the sake of brevity.

AND WHEREAS, the said property originally belonged to Smt. Anandibai A. Cacodkar, wife of Atma Cacodkar, landlady from Cacora and by virtue of Deed of Sale executed in the year 1967, the said property was purchased by Smt. Piedade De'Souza, daughter of Shri. Joaquim Alcino Rebelo and wife of Shri. Inacio D'Souza, resident of Curchorem-Goa from said Smt. Anandibai A. Kakodkar.

AND WHEREAS, after the purchase of the said property, Smt. Piedade De'Souza mutated her name in the occupant's column of the survey records of the said property bearing survey No: 131/8 of Village Curchorem of Quepem Taluka.

[Handwritten signatures]



AND WHEREAS, pursuant thereto, Smt. Piedade De'Souza and her husband Shri. Inacio D'Souza after obtaining construction license/approvals from the appropriate authorities constructed a house in the said property comprising of ground floor of RCC make. The said house admeasures an area of 150 sq. meters and is registered for the purpose of house tax in the name of Shri. Inacio D'Souza under H. No: 3/136. The house bearing H. No: 3/136 described hereinabove shall be hereinafter referred to and called as **"SAID HOUSE"** for the sake of brevity.

AND WHEREAS, besides the said house, there exists an outhouse and a well in the said property. The said property alongwith the said house, outhouse and the well existing in the said property described hereinabove jointly forms the subject matter of this Deed of Sale and shall be hereinafter jointly referred to and called as **"SAID ENTIRE PROPERTY"** for the sake of brevity. The said entire property is more particularly described in Schedule I hereinbelow and is more particularly shown in the plan annexed hereto delineated in red.

AND WHEREAS, Smt. Piedade De'Souza and her husband Shri. Inacio D'Souza have expired without making any will or Gift or without disposition of their last wish leaving behind their children as their sole and universal heirs who upon the death of their parents/parents in laws acquired exclusive rights to the properties owned and possessed by Smt. Piedade De'Souza and her husband Shri. Inacio D'Souza.

AND WHEREAS, after the death of Smt. Piedade De'Souza and her husband Shri. Inacio D'Souza, Smt. Suzan D'Souza, the daughter of late. Smt. Piedade De'Souza and late. Smt. Inacio D'Souza filed inventory proceedings in the Court of the Senior Civil Judge Quepem-Goa being Special Inventory Proceedings No: 10/2012/A for partitioning the assets left by her late. parents.

AND WHEREAS, in the said inventory proceedings, the said entire property was listed as item No: 1 and by virtue of Judgement, Order and Decree dated 27/2/2019 passed by the Court of the Senior Civil Judge Quepem in said Special Inventory Proceedings No: 10/2012/A, the said entire property was exclusively allotted to Smt. Suzan D'Souza and since then, Smt. Suzan D'Souza became the exclusive owner in possession and enjoyment of the said entire property.

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AND WHEREAS, by Deed of Sale dated 3/3/2020 which is duly registered in the office of the Sub-Registrar of Quepem at Quepem under Book-1 Document, Registration Number QPM-1-138-2020 dated 3/3/2020 which Deed is duly rectified by Deed of Rectification dated 24/6/2021 which is duly registered in the office of the Sub-Registrar of Quepem under Book 1 Document, Registration No: QPM-1-353-2021 dated 16/7/2021, the said entire property was inturn purchased by the Vendor No: 1 herein from Smt. Suzan D'Souza and her husband Shri. Rajapandyan Tamil Selvan.

AND WHEREAS, the Vendor No: 1 herein is married to the Vendor No: 2 under the regime of Communion of Assets. The Vendors as such are the exclusive owners in exclusive possession and enjoyment of the said entire property without any interference of whatsoever nature from whomsoever.

AND WHEREAS, after the purchase of the said entire property, the Vendor No: 1 herein got his name mutated in the occupant's column of the survey records of the said property bearing survey No: 131/8 of Village Curchorem of Quepem Taluka.

AND WHEREAS, the Purchaser herein approached the Vendors and requested the Vendors to sell the said entire property to the Purchaser.

AND WHEREAS, the Vendors accepted the said request and accordingly by Memorandum of Understanding dated 25/9/2021 which is duly executed before the Notary of Curchorem Shri. Vithoo K. Naik and found registered in his book under No: 4873/2021 dated 25/9/2021, the Vendors herein agreed to sell to the Purchaser and the Purchaser herein agreed to purchase from the Vendors, the said entire property for total sale consideration of Rs. 49,00,000/- (Rupees Forty nine lakhs only)

AND WHEREAS, the Purchaser herein have approached the Vendors and have requested the Vendors to execute the Deed of Sale of the said entire property in favour of the Purchaser.

AND WHEREAS, the Vendors have accepted the said request and have accordingly agreed to execute Deed of Sale of the said entire property in favour of the Purchaser. Hence this Deed of Sale.

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AND WHEREAS, the sale consideration of Rs. 49,00,000/- (Rupees Forty nine lakhs only) constitutes the fair and market value of the said entire property i.e. Rs. 41,50,000/- towards the value of the said property and Rs. 7,50,000/- towards the value of the said house and the outhouse considering the fact that the said house and the outhouse are old and are in dilapidated conditions and accordingly appropriate stamp duty of Rs. 1,47,000/- (Rupees One lakh forty seven thousand only) is hereto paid.



NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. In pursuance to the aforesaid agreement and in consideration of a sum of Rs. 49,00,000/- (Rupees Forty nine lakhs only) which has been paid by the Purchaser to the Vendors, the payment and receipt of which sum being the complete value of the said entire property hereby sold, the Vendors do hereby admit, acknowledge and confirm of having received and paid to the Vendors and discharge the Purchaser of the same and the Vendors do hereby sell, grant, transfer, convey, assign and assure onto the Purchaser forever the said entire property more particularly described in Schedule I hereinbelow and more particularly shown in the plan annexed hereto delineated in red together with all its corresponding rights, title, interest, claim and demand whatsoever of the Vendors in or to the said entire property hereby transferred and every part thereof to have, to hold, to own, to possess and to enjoy the same forever unto the Purchaser peacefully and absolutely free from any interference from the Vendors or any person claiming through or under them.
2. The Vendors have today given the vacant, peaceful and unobstructed possession of the said entire property to the Purchaser.
3. The said amount of Rs. 49,00,000/- (Rupees Forty nine lakhs only) is paid by the Purchaser to the Vendors as under:-
 - (a) Rs. 5,00,000/- (Rupees Five lakhs only) paid by cheque bearing No: 051458 dated 7/2/2021 drawn on Bank of India, Curchorem-Goa branch in favour of the Vendor No: 1.

[Signature]

[Signature]

(b) Rs. 5,00,000/- (Rupees Five lakhs only) by cheque bearing No: 051465 dated 22/9/2021 drawn on Bank of India, Curchorem-Goa branch in favour of the Vendor No: 1.

(c) Rs. 39,00,000/- (Rupees Thirty nine lakhs only) by cheque bearing No: 051472 dated 13/12/2021 drawn on Bank of India, Curchorem-Goa branch in favour of the Vendor No: 1.

The Vendors do hereby admit and acknowledge the receipt of the said amount of Rs. 49,00,000/- (Rupees Forty nine lakhs only) and discharge the Purchaser of the same.

1. The Vendors doth hereby covenant with the Purchaser as under:-

- (a) The Vendors declare that they are the sole and exclusive owners in exclusive possession and enjoyment of the said entire property without any interference of whatsoever nature from whomsoever.
- (b) The Vendors declares that they have clear, absolute, valid, legal and marketable title to the said entire property and have subsisting right, full power and absolute authority to sell, release, transfer and convey the said entire property to the Purchaser.
- (c) The Vendors declare that the said entire property hereby sold is free from encumbrances of whatsoever nature and that the said entire property is not subject to any previous mortgage/s, liens, charges or interest of any third party or any financial institutions etc.
- (d) The Vendors do hereby declare and covenant with the Purchaser that if for any defect in the title of the Vendors or otherwise or due to a claim or legal proceeding by any person/s with a better title thereto to that of the Vendors over the said entire property, the Purchaser is deprived in any way of the said entire property or any part/portion thereof hereby sold, then the Vendors undertake to indemnify the

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Purchaser for all the losses and damages suffered by the Purchaser so also to refund the amount of the sale consideration received by the Vendors from the Purchaser with interest.



- (e) The Vendors declare that there is/are no any litigation/s or any legal proceedings pending before any Court of law or before any authority or before any forum in respect of the said entire property or any part/portion thereof.
- (f) The Vendors covenants and declares that they have not entered into any Agreement for Sale or mortgage or hypothecation or any Agreement for Construction and Sale, Deed of Sale, Deed of Gift, Deed of Lease or such other document/s with any third party/third person/financial institutions with respect to the said entire property or any part/portion thereof and therefore the said entire property hereby sold is free from encumbrances, liens, lispendence, mortgages, leases, licenses and that the Vendors have absolute right to sell the said entire property to the Purchaser.
- (g) The Vendors declares that the said entire property hereby sold is free from tenancy right/s and that there are no tenants to the said entire property so also declares that the said entire property is also free from mundkarial rights and that there are no mundkars or caretakers to the said entire property or any part/portion thereof.
- (h) The Vendors declares and covenants with the Purchaser that the Vendors are the sole and exclusive owners in exclusive possession and enjoyment of the said entire property and that there is/are no other co-owner/s to the said entire property.
- (i) The Vendors further covenants with the Purchaser that the Purchaser shall hereinafter peacefully and quietly hold, possess and enjoy the said entire property fully described in the Schedule I hereinbelow without any claim or demand either from the Vendors or from any person or persons claiming through or under them.
- (j) The Vendors covenants and declares that the access leading from the main road to the said entire property and which is more particularly shown in the plan annexed to this Deed of Sale is the only access available to have an access to the said entire property and that the said access is existing since last several decades and that the same was/is used to have an access to the said entire property. The Vendors further

[Signature]

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declares that the said access shall be continued to be used by the Purchaser in order to have an access to the said entire property without any objection or interference of whatsoever nature from whomsoever.



- (k) The Vendors declares that the Vendors and their predecessors in title have acquired and/or have easementary rights to the said access leading to the said entire property as mentioned in clause (j) hereinabove and that the Purchaser herein shall be entitled for the said easementary rights to the said access.
- (l) The Vendors hereby declare, undertake and covenant with the Purchaser that they, their heirs, executors, administrators, assigns etc shall from time to time and at all times hereinafter at the request and cost of the Purchaser shall do or execute and cause to be done all such lawful acts, deeds, things, conveyances, assurance whatsoever for better and more perfectly assuring the said entire property fully described in the Schedule I hereinbelow and sign all documents as may be required for perfecting the title of the Purchaser to the said entire property hereby sold to the Purchaser as may be reasonably required.
- (m) The Vendors hereby gives their No objection for mutating the name of the Purchaser in the occupant's column of survey No: 131/8 of Village Curchorem of Quepem Taluka by deleting the name of the Vendor No: 1 from the occupant's column of survey No: 131/8 of Village Curchorem of Quepem Taluka.
- (n) The Vendors hereby gives their No objection for transferring the house tax records pertaining to the said house so also the electricity and water connections existing in the said house in the name of the Purchaser.
- (o) The Vendors declare that the holding bearing survey No: 131/10 existing on the Southern side of the said property is a public dry gutter.
- (p) Since the said property bearing survey No: 131/8 of Village Curchorem of Quepem Taluka is a separate and independent property having separate and independent survey plan and Form No: I and XIV, the NOC from the Town and Country Planning Department as required under section 49 (6) is not obtained being not required.

[Handwritten signatures]



- (q) The Vendors declare that the Vendors do not belong to Schedule Caste or Schedule Tribe community and are not covered under the Notification No: RD/LND/LRC/318/77 dated 21/08/1978. There is thus no bar for the sale of the said entire property by the Vendors to the Purchaser.

SCHEDULE I OF THE SAID ENTIRE PROPERTY

All that landed property known as "PONTEMOL BAMNABAG" situated in Village Curchorem of Taluka and Sub-District of Quepem, District of South Goa and the State of Goa, within the limits of Curchorem Cacora Municipal Council, not described in the Land Registration office nor enrolled in the Taluka Revenue office of Quepem Taluka but surveyed under Survey No: 131/8 of Village Curchorem of Quepem Taluka alongwith the said house, ^{admeasuring 150 sq. mt.} an outhouse and the well existing in the said property. The said property admeasures an area of 1000 sq. meters and is bounded as under:-

On or to the East: By property bearing survey No: 130/1 of
Village Curchorem, Taluka Quepem,

On or to the West: By property bearing survey No: 131/6
of Village Curchorem, Taluka Quepem,

On or to the North: By property bearing survey No: 131/9
and 11 of Village Curchorem, Taluka
Quepem and

On or to the South: By property bearing survey No: 131/10 and
2 of Village Curchorem, Taluka Quepem

The said entire property is more particularly shown in the plan annexed hereto delineated in red.

IN WITNESS WHEREOF, the parties to this Deed have subscribed their respective hands on the date, month and year hereinabove mentioned.

[Signatures]



SIGNED, SEALED AND DELIVERED
BY WITHINNAMED "VENDORS"
OF THIS FIRST PART:

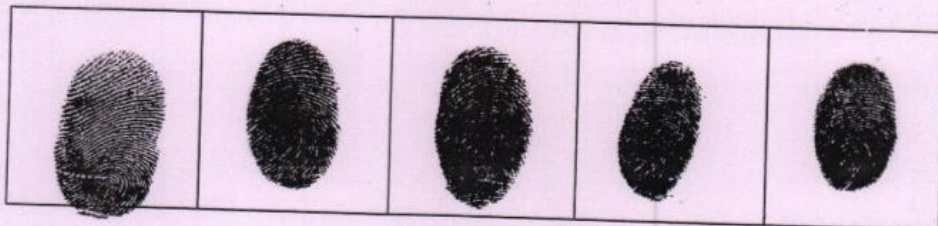


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(SHRI. THOMAS ANTHONY D'SOUZA,
the Vendor No: 1 for self and as attorney of
Vendor No: 2)

LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



[Handwritten signature] *[Handwritten signature]*



SIGNED, SEALED AND DELIVERED
BY WITHIN NAMED "PURCHASER"
OF THE SECOND PART



Shri. Shaikh Mohamad Irfan

Shri. Shaikh Mohamad Irfan

(SHRI. SHAIKH MOHAMAD IRFAN)

LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



Shri. Shaikh Mohamad Irfan

Shri. Shaikh Mohamad Irfan



WITNESSES:-

Name: Mohamad Rafi Saunur

Address: H.NO. 1083/40

Cuddemol, Near Govt. Primary School
Sanvordem - Curchorem - Goa (403706)

Signature: MR



2. Name: Babbar N. Lambar

Address: H.NO. 942, Chiraknati, Calora

Curchorem - Goa. 403706.

Signature: Bee

Shunur

B. Lambar



GOVERNMENT OF GOA

Directorate of Settlement and Land Records

Office of Inspector of Survey and Land Records

QUEPEM-GOA



Plan Showing plots situated at

Village : CURCHOREM

Taluka : QUEPEM

Survey No./Subdivision No. : 131/ 8

Scale : 1:500

CQUE21-8997

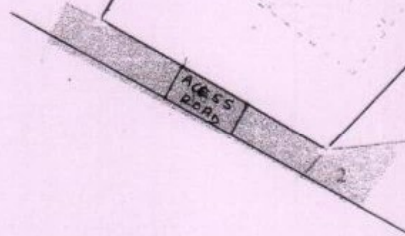
[Signature]

(SUDESH K.N. BHAIRELI)
Inspector of Survey & Land Records.



SURVEY No. 131

S.No. 130



Generated By : Prakash Gaonkar (D, Man Gr. II.)
On : 03-06-2021.

[Signature]
Compared By:

[Signature]

[Signature]



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Quepem

Print Date & Time :- 15-Dec-2021 11:39:10 am

Document Serial Number :- 2021-QPM-701

Presented at 11:31:54 am on 15-Dec-2021 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Quepem along with fees paid as follows

Sr.No	Description	Rs.Ps
	Stamp Duty	147000
2	Registration Fee	147000
	Mutation Fees	1000
	Processing Fee	980
Total		295980

Stamp Duty Required :147000/-

Stamp Duty Paid : 147000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Shaikh Mohamad Irfan ,Father Name:Shaikh A Mutalib, Age: 54, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shaikh Mansion Pontemol Curchorem-Goa, Address2 - , PAN No.: [REDACTED]			

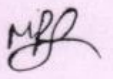
Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Shaikh Mohamad Irfan , Father Name:Shaikh A Mutalib, Age: 54, Marital Status: Married ,Gender:Male,Occupation: Business, Shaikh Mansion Pontemol Curchorem-Goa, PAN No.: [REDACTED]			
2	Thomas Anthony D Souza , Father Name:Anthony Michael D Souza, Age: 37, Marital Status: , Gender:Male,Occupation: Business, H No-51-6 Gaunsawaddo near Gaunsawaddo Chapel Mapusa Bardez Goa, PAN No.: [REDACTED], as Power Of Attorney Holder for Kenneth Benedine D Souza			

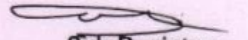
Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Babbya N Lambar, Age: 29, DOB: [REDACTED], Email: [REDACTED], Occupation: Service , Marital status : Married , Address: 403706, 942, 942, Chiraknali Cacora Curchorem-Goa, Cacora, Quepem, SouthGoa, Goa			

Sr.No	Party Name and Address	Photo	Thumb	Signature
2	Name: Mohamadrafi Saunur, Age: 35, DOB: , Mobile: [REDACTED], Email: , Occupation: Service , Marital status : Married , Address: 403706, Near Govt Primary School Guddemol Sanvordem-Goa, Near Govt Primary School Guddemol Sanvordem-Goa, Sanvordem, Sanguem, South Goa, Goa			




 Sub Registrar
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