

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000  
पच्चीस हजार रुपये



Rs.  
25000  
TWENTY FIVE THOUSAND RUPEES

गोवा GOA

1545  
16/9/23  
124628  
Name of Stamp Paper  
Name of Purchaser Balaji Realtors  
Residence Pang Name of Father  
Purpose Deed of Sale Transacting  
Parties :  
Sign of Stamp Vendor  
Mangala N  
License N  
Sign of Purchaser

2023-BCH-1184  
16-10-2023



DEED OF SALE

EMERALD REALTORS

*[Signature]*

For M/s BALAJI REALTORS

*[Signature]*

Partner

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000  
पच्चीस हजार रुपये



Rs.  
25000  
TWENTY FIVE THOUSAND RUPEES

GOA

1545

Stamp Date 16/9/23

124629

Signature of Purchaser Balaji Realtors  
Signature of Vendor [Signature]  
Signature of Father [Signature]  
Purpose Free Sale Transacting

Sign of Stamp Vendor  
Mangala N. Karanekar  
License No. 10/247/99

Parties :  
Sign of Purchaser [Signature]

2

THIS DEED OF SALE is executed at Bicholim, Goa, on this 18<sup>th</sup> day of September, of the year 2023.

EMERALD REALTORS

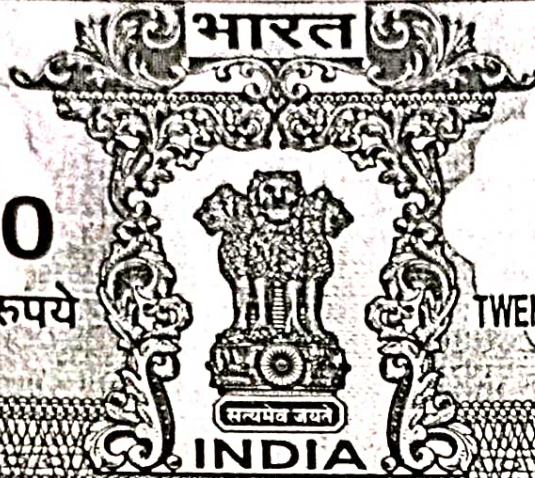
[Signature]

For M/s BALAJI REALTORS

[Signature]

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000  
पच्चीस हजार रुपये



25000  
Rs.  
25000  
TWENTY FIVE THOUSAND RUPEES

GOA

1545 Date 16/9/2013  
Value of Stamp Paper 25000  
Name of Purchaser Balaji Reddars  
Residence Panaji Name of Father  
Purpose Good of Sale Transacting  
Parties:  
Sign of Stamp Vendor Sign of Purchaser

124639

3

BETWEEN

(1) M/S. EMERALD REALTORS, a Partnership Firm, registered under the provisions of the Indian Partnership Act, 1932 in the Office of the Registrar of Firms under No. BA 101021, Mumbai, bearing PAN Card No. , represented through its present

EMERALD REALTORS

PARTNER

For M/s BALAJI REALTORS

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

25000

रु.

25000

पच्चीस हजार रुपये

Rs.

25000

TWENTY FIVE THOUSAND RUPEES



INDIA

GOA

1545 Date 16/9/13  
Stamp Paper 28/09/13  
Name of Purchaser Deed of Sale  
Residence Mangal Name of Father  
Purpose Deed of Sale Transacting  
Parties:  
Sign of Stamp Vendor  
Mangal  
Sign of Purchaser

124640

4

Partners, viz (a) **MS. KOMAL NARENDRA KUWADEKAR**, daughter of Shri. Narendra Prabhakar Kuwadekar, aged 42 years, unmarried, Business, Indian National, resident of 1501, Woodstock, J.P. Road, Versova, Andheri (W), Mumbai - 61, having PAN Card Bearing No. and Aadhar Card No. and (b) **MR. OJASWIN NARENDRA PHADNIS**, son of Shri.

EMERALD REALTORS

For M/s BALAJI REALTORS

**FOR MR. & BALAJI REALTORS**

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

GOA

Serial No. 1548 Place of Vendor, Panaji Date 16/9/23

Value of Stamp Paper 1000

Name of Purchaser Balaji Realtors

Residence Panaji Name of Father

Purpose Deed of Sale Transacting

Parties

Sign of Stamp Vendor

Mangal N. Karapurkar

License No. AGS/114/E/N/27/99

Sign of Purchaser

853442

6

Deed by Party at No.1(b)-being the Managing Partner, as also specifically authorized by 1(a) by virtue of Authority Letter dated 11.9.2023; hereinafter referred to as "VENDOR" (which expression shall be deemed to mean and include its partners, legal representatives, executors and assigns) OF THE FIRST PART.

EMERALD REALTORS

For M/s BALAJI REALTORS

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

पाना GOA

For a sum of 1000 Rupees of Indian Currency Date 16/12/2018

853443

Money of Indian Rupee

Name of Payee Balaji Realtors

Residence Goa

Signature [Signature]

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

Particular 1000

7

AND

M/S.BALAJI REALTORS, a Partnership firm, having its registered Office at Office No.206, 2nd Floor, Adwalpalkar Avenue, St.inez, Panaji, Goa, having PAN Card No. and herein represented by its Partners (1) SMT.KALPANA MADHAVRAO CHAVAN, wife of Mr. Madhavrao Chavan and daughter of Shri

EMERALD REALTORS

[Signature]

PARTNER

For M/s BALAJI REALTORS

[Signature]

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

GOA

Serial No. 155 Place of Vendor, Panaji Date 16/9/22  
Value of Stamp Paper 1000  
Name of Purchaser Balaji Realtors  
Residence Panaji Name of Father   
Purpose 2 bed apt Sale Transacting

853444

Sign of Stamp Vendor  
Mangala N. Karapurkar  
Licence No. AG/STP/VEN/747/00

Parties  
Sign of Purchaser

8

Lakshmikanth Rao Haveri Jagathap, age 62 years, married, business, having PAN Card No. , Aadhar Card No. , and (2) MR. SANJAY MADHAVRAO CHAVAN, son of Mr. Madhavrao Chavan, age 31 years, unmarried, business, having PAN Card No. , Aadhar Card No.

EMERALD REALTORS

PARTNER

For M/s. BALAJI REALTORS

Partner

, both Indian Nationals and both residing at 13/303/13, 3rd floor, Adwalpalkar Avenue, St. Inez, Panaji, Goa, hereinafter called as the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title, administrators, executors, Legal Representatives and assignees) of the SECOND PART.

The Partner No.1 - Smt. Kalpana Madhavrao Chavan is herein represented by her constituted Attorney her son, the Partner No.2 of the Vendors Mr. Sanjay Madhavrao Chavan, by virtue of General Power of Attorney dated 10th February, 2021, registered before the Notary Adv. Shivprasad V. Manerker, under No.1203 at Panaji, Goa on 10/02/2021.

**WHEREAS:**

1. There exists a property surveyed under Survey no.109, measuring an area 66125 sq.mts. known as "Codal" or "Kodal" situated at Carapur, Taluka Bicholim, Goa, described in the Land Registration Office of Bardez under no.943 in folio no.428 of Book 13 (old) and after acquisition of an area of 765 sq.mts. for construction of right Bank Main Canal of Anjunem irrigation project the remaining balance area of the Said Plot is 65360 sq.mts., and bounded on the East by the property surveyed under Survey nos.109/6 & 110/0, West by property surveyed under Survey no.128/0, North by property surveyed under Survey no.109/4 and South by property surveyed under Survey No.128/0 which hereinafter called as "THE ENTIRE PROPERTY" and more particularly described in the Schedule-I written hereunder.

EMERALD REALTORS

  
PARTNER

For M/s BALAJI REALTORS



2. The Said Plot originally belonged to Fotba Vithal Sinai Dubaxi who was also known as Fatba alias Vasant Vithal Sinai Dubaxi and his wife Gangabai Fotba Sinai Dubaxi and the name of Fotba Vithal Dubaxi is recorded in the Inscription certificate no.8177 of Book G-12.
  
3. The said Gangabai Fotba Sinai Dubaxi expired leaving behind her widower Fotba alias Vasant Vithal Sinai Dubaxi and two sons Vithal Fatbaalias Vasant Sinai Dubaxi and Pitamber also known as Nandalal Fatbaalias Vasant Sinai Dubaxi and their four daughters Hirabai alias Prema Fotba alias Vasant Sinai Dubaxi, Saraswati alias Gulab Fotba alias Vasant Sinai Dubaxi and Canchan Fotba alias Vasant Sinai Dubaxi and Goduatea Fotba alias Vasant Sinai Dubaxi. After her death, her widower Fotba alias Vasant Vithal Sinai Dubaxi initiated an Inventory proceedings and in the said Inventory Proceedings the Said Plot was listed at item No.10 and the Said Plot was allotted to Fotba alias Vasant Vithal Sinai Dubaxi by chart of allotment and Order dated 28/3/1940. After the survey, the Said Plot is surveyed under Survey No.109/5.
  
4. The said Fotba alias Vasant Vithal Sinai Dubaxi expired leaving behind two sons (1) Vithal Fatba alias Vasant Sinai Dubaxi and (2) Pitamber also known as Nandalal Fatba alias Vasant Sinai Dubaxi and four daughters (3) Pramila Mazumdar married to Sarvottam Mazumdar, (4) Sumati Redkar married to Jaiwant Redkar, (5) Meena Kulkarni married to Manohar Kulkarni and (6) Kanchan Desai married to Yashwant Dessai as his sole and universal heirs.
  
5. The said (1) Pramila Sarvottam Mazumdar, widow of late Sarvottam Mazumdar and her children (a) Suresh Muzumdar

EMERALD REALTORS



PARTNER

for M/s BALAJI REAL



married to Rasika Muzumdar, (b) Prakash Sarvottam Muzumdar, bachelor, and (c) Chitra Kothari married to Ravindra Kothari and (d) Surekha Kamataki married to Ajit Kamataki, (2) Sumati Redkar married to Jaiwant Redkar, (3) Meena Kulkarni married to Manohar Kulkarni and (4) Kanchan Desai married to Yashwant Dessai executed a Deed of Release dated 20/05/1981 bearing no.BOM/R/1243/81 in Book no.1 on 3/4/1987 before Sub-Registrar office of Mumbai and all Pramila Sarvottam Mazumdar, and her children Suresh Muzumdar married to Rasika Muzumdar, Prakash Muzumdar and Chitra Kothari married to Ravindra Kothari and Surekha Kamataki and Ajit Kamataki, Sumati Redkar married to Jaiwant Redkar, Meena Kulkarni married to Manohar Kulkarni and Kanchan Desai married to Yashwant Dessai relinquished their rights from the Said Plot along with other properties. After the relinquishment, the Said Plot and other properties were jointly and exclusively owned by the said two brothers Vithal Fotba Dubhashi and Pitamber alias Nandalal Fotba Dubhashi.

6. Thereafter the Government of Goa acquired an area of 765 sq.mts. for construction of right Bank Main Canal of Anjunem irrigation project from the Said Plot by award of the Special Land Acquisition Officer dated 18/4/1991 and after deducting the acquired area by the Government of Goa admeasuring an area of 765 sq.mts. from the area 66125 sq.mts. balance area admeasuring 65360 sq.mts. remain with the said Vithal Fotba Dubhashi and Pitamber alias Nandalal Fotba Dubhashi which is the Said Plot.

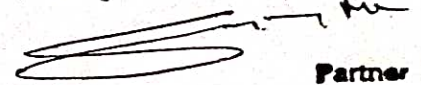
7. The said Vithal Fotba alias Vasant Dubaxi and his wife Laxmibai Vithal Dubaxi expired leaving behind their three sons Ravindra Vithal Dubhashi, Uday Vithal Dubhashi and Madhav Vithal Dubhashi as their sole and universal heirs. The said Ravindra

EMERALD REALTORS



PARTNER

For M/s BALAJI REALTORS



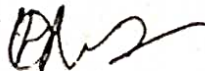
Partner

Dubhashi initiated an Inventory Proceeding no.47/2002/A in Bicholim court and the half of the Said Plot was listed at item no.2 along with other property. The half of the Said Plot is equally allotted to all three sons of Vithal Dubhashi i.e. Ravindra Vithal Dubhashi, Uday Vithal Dubhashi and Madhav Vithal Dubhashi and the same was confirmed by the Civil Court Senior Division of Bicholim by its Order dated 17/11/2004.

8. Thereafter the said Pitambar alias Nandalal Fotba Dubhashi and his wife Varsha Dubhashi, and Ravindra Vithal Dubhashi & his wife Kavita Dubhashi, Uday Vithal Dubhashi & his wife Shubhada Dubhashi and Madhav Vithal Dubhashi and his wife Mugdha Dubhashi (hereinafter called the PREVIOUS OWNERS) agreed to sell the Said Plot to the Vendors by an Agreement for Sale dated 06/04/2008 executed before Notary Advocate Meera Medhekar under document Reg. No.1653 dated 06/04/2008.

9. Thereafter, by Deed of Family Partition dated 5/8/2008 bearing Reg. no.759 at pages 1 to 32, Book no.I, Vol. no.637 dated 11/8/2008 the said Pitambar alias Nandalal Fotba Dubhashi and his wife Varsha Dubhashi, and Ravindra Vithal Dubhashi and his wife Kavita Dubhashi, Uday Dubhashi and his wife Shubhada Dubhashi and Madhav Dubhashi and his wife Mugdha Dubhashi the Said Plot was then partitioned into Six plots A, B, C, D, E & F which are more particularly described in the schedule below. And the plot nos. A & D were allotted to Pitambar alias Nandalal Fotba Dubhashi & his wife Varsha Dubhashi, and Ravindra Vithal Dubhashi & his wife Kavita Dubhashi, the plot nos. B & E to Pitambar alias Nandalal Fotba Dubhashi & his wife Varsha Dubhashi and Uday Vithal Dubhashi & his wife Shubhada Dubhashi and the plot nos. C & F to Pitambar

EMERALD REALTORS



PARTNER

For M/s BALAJI REALTOR



Partn

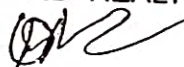
alias Nandalal Fotba Dubhashi & his wife Varsha Dubhashi and Madhav Vitthal Dubhashi & his wife Mugdha Dubhashi.

10. By and under a Deed of Sale dated 20th April, 2011 executed by Pitamber Fatba Dubhashi, Ravindra Vitthal Dubhashi, Madhav Vitthal Dubhashi and Uday Vitthal Dubhashi and their respective wives (hereinafter collectively referred to as "the previous owners") in favour of the Vendors herein and registered in the Office of the Sub-Registrar, Bicholim under Serial No. 512/2011 bearing Reg. no.509/2011 at pages 22 to 44, Book no. I, Vol. no.877 dated 21/4/2011, the previous owners sold, conveyed and transferred in favour of the VENDOR herein all that piece or parcel of land bearing Survey No. 109 of Division No. 5 of Village Karapur, Taluka Bicholim, Goa, which is part of the property known as "Codal" or "Kodal" within the area of Village Panchayat Karapur-Sarvan, Taluka Bicholim in the Sub-District Bicholim and Registration District of North Goa admeasuring 65,360 square meters or thereabouts, which is more particularly described in the Schedule-I hereunder written and is also shown on the plan thereof annexed hereto hereinafter referred to as "ENTIRE PROPERTY");

11. The VENDOR has obtained the necessary permissions with respect to the development of the Entire Property and has divided the ENTIRE PROPERTY into several portions viz. individual plots for sale and plots upon which residential/commercial complex shall be constructed and the shops/apartments shall be sold.

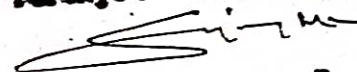
12. The Collector of North Goa has granted conversion sanad for Survey No. 109/5-A vide its letter No. RB/CNV/BICH/12/2008 dt. 01/12/2014.

EMERALD REALTORS



PARTNER

For M/s BALAJI REALTY



Part

13. The Dy. Town Planner, Town & Country Planning Dept., Bicholim/Sattari Taluka has granted final approval for sub division of Plot "109/5 Part A", vide its letter bearing Ref. No DC/5729/BICH/TCP-11/1086 dt 30/12/2011.

14. The Village Panchayat of Karapur-Sarvan has granted an N.O.C. for Sub Division of land vide its Letter No.VP/KS/2011-12/1353 dated 06/01/2012.

15. The PURCHASER herein has approached the VENDOR to purchase Sub plot denominated as PLOT A-13 forming part of the larger PLOT 109/5 Part A, which in turn forms a part of the said Entire Property bearing Survey No. 109/5. The Land area of Plot A-13 admeasuring 560 sq.mts. in new Survey No. 109/5-A of Karapur Village, Sanquelim, Bicholim-Goa forming a part of the said Entire Property. The Plot A-13 is described in Schedule-II and hereinafter referred to as the "SAID PLOT" for the sake of brevity.

16. The PURCHASER herein, after being satisfied with the legal due diligence carried out by him, has been desirous of purchasing the SAID PLOT A-13 out of Survey No. 109/5-A situated at Karapur, Sanquelim, Bicholim-Goa which Plot is described in SCHEDULE-II.

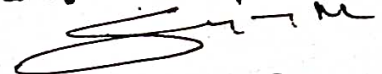
17. The PURCHASER herein wishes to enter into this Deed of Sale, to purchase from the VENDOR the SAID PLOT, by adhering and assuring to comply with the terms of this SALE DEED to secure

EMERALD REALTORS



PARTNER

For M/s BALAJI REALTORS



Partner

for himself the SAID PLOT and the attached rights as stated hereunder.

18. The VENDOR has decided to accept the request of the PURCHASER to sell the SAID PLOT by executing and registering this Deed of Sale upon conditions laid down hereunder.

**NOW THIS DEED OF SALE WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

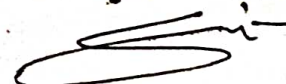
1. In total consideration of Rs. 39,20,000/- (Rupees Thirty Nine Lakhs Twenty Thousand Only) paid by the PURCHASER to the VENDOR i.e. (a) Rs.2,10,000/- (Rupees Two Lakh Ten Thousand only) vide Cheque No.12121101, dated 11/09/2023, drawn on Union Bank of India, St. Inez Branch, Panaji, Goa, and (b) Rs.37,10,000/- (Rupees Thirty Seven Lakhs Ten Thousand only) through NEFT under UTR No.UBINH23257782998, on 14/09/2023, from Union Bank of India, the receipt of which the VENDOR admits and acknowledges in full; the VENDOR hereby sells and the PURCHASER hereby purchases the Said Plot bearing Plot No. A 13, forming part of 109/5 Part bearing new Survey No.109/5-A of Karapur/Carapur village at Sanquelim-Goa, an area of 560 sq.mts as per the area marked in red on Plan attached herewith and the PURCHASER has taken lawful possession thereof.

2. The VENDOR covenants with the PURCHASER:-

EMERALD REALTORS

  
PARTNER

For M/s BALAJI RE



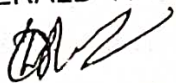
a) That the **VENDOR** being the owner in lawful possession of the **SAID PLOT** has a clear and marketable title, as also the full subsisting rights and authority, in his favour, to sell, transfer and convey the same without any claim or hindrance or encumbrance from any person or persons whatsoever, and further, that, notwithstanding any acts or things heretofore done, executed or knowingly suffered to the contrary.

b) That the **VENDOR** is lawfully seized in possession of the **SAID PLOT**, free from any encumbrances, attachments or defects in title whatsoever and that the **VENDOR** has full power and absolute authority to sell, transfer and convey the **SAID PLOT**, in the manner aforesaid unto the **PURCHASER**.

c) The **VENDOR** covenants with the **PURCHASER** that the **SAID PLOT**, hereby sold is free from encumbrance, and is not subject to any mandatory acquisition and/or requisition by the Government, or to any litigation and/or attachment in/before/by a Court of Law, or any Arbitration or other mode of dispute resolution, and is not subject to any mortgage, tenancy, lien, charge, interest, agreement, contract, deed and/or any other interest, whatsoever, of any third party.

d) The **SAID PLOT** shall be quietly and peacefully entered into and upon and held and enjoyed, along with the rents and profits received there from, by the **PURCHASER**, without any interruption or disturbance by the **VENDOR** and/or any person/party claiming through or under him.

EMERALD REALTORS



PARTNER

Smt. M/s. BALAJI REAL



e) From today, the VENDOR shall cease to have any ownership right or title in the SAID PLOT, and the PURCHASER shall be acknowledged as the ABSOLUTE OWNER of the SAID PLOT and shall enjoy and possess the same without any interference from the VENDOR and/or anyone claiming from or through him.

f) The VENDOR agrees and covenants with the PURCHASER that they shall at the cost of the PURCHASER, execute all such document and/or, sign all such forms, letters and/or N.O.Cs. and/or do/give every such assurance or thing necessary for further more perfectly assuring the SAID PLOT to the PURCHASER, his heirs or assigns as may be required. The PURCHASER is at liberty to file an application for mutation to add his name in the record of right in the 'Occupants' column of Form I and XIV pertaining to the SAID PROPERTY as also any other proceeding/application to crystallise his right, interest and title in all official records and the VENDOR hereby unconditionally and irrevocably gives its/their no-objection for the PURCHASER to file application for mutation, partition or any other proceeding/application filed by the PURCHASER, in this regard.

g) The VENDOR hereby undertakes to produce any other necessary documents concerning the title as also other writings and evidences of title in respect of the SAID PLOT and give certified copies of the same as and when required by the PURCHASER.

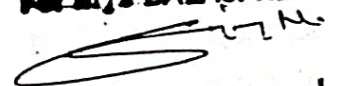
h) The VENDOR shall execute any documents at the cost of the PURCHASER required to furthermore perfect the title of the PURCHASER in relation to the SAID PLOT.

EMERALD REALTORS



PARTNER

For M/s BALAJI REAL



i) The VENDOR agrees to save harmless, indemnify and keep indemnified the PURCHASER, his heirs, administrators, attorneys or assigns from or against all encumbrances, charges and equities whatsoever, if presently existing.

j) The VENDOR covenants with the PURCHASER that in the event any other person and/or party, claims any right, title and/or interest of whatsoever nature, thereby rendering void, the title, ownership, rights and interests of the PURCHASER over the SAID PLOT such as to dispossess the PURCHASER from the SAID PLOT due to lack of title of the VENDOR, the VENDOR shall indemnify the PURCHASER herein.

k) The VENDOR does hereby undertake to pay off, all such taxes, liabilities and/or dues that are liable to be paid by it/them towards the SAID PLOT, which are due as on the date of the execution of this Deed of Sale if at all the same remain unpaid for whatsoever reason, the VENDOR indemnifies the PURCHASER and undertakes that the same shall be made good forthwith and immediately.

3. It is hereby expressly agreed by and between the parties hereto that the PURCHASER does purchase the "SAID PLOT" for the purpose of construction of residential building.

4. The PURCHASER shall not be entitled to commence construction of his/her/their building on the SAID PLOT until and unless the plans thereof are approved by the Town & Country

EMERALD REALTORS



PARTNER

For M/s BALAJI REA



Planning Department, Bicholim, Goa, the Village Panchayat Karapur-Sarvan and all other concerned Authorities and a Construction License in respect thereof has been issued by the Village Panchayat Karapur-Sarvan and/or all other concerned Authorities.


5. The elevation and colour scheme of any of the structures proposed to be constructed in the SAID PLOT shall have to be got approved by the VENDOR prior to the PURCHASER sending any plans to appropriate authority for procuring any permissions or approvals, in order to maintain homogeneity and aesthetics of the whole layout.

6. The PURCHASER shall not make any changes or any alterations in any structure constructed on the SAID PLOT such as to cause nuisance/ inconvenience /encroachment to the neighbouring plots and/or road.

7. In the event the VENDOR is required to permit the owner of any of the adjoining property/properties or any other person or group of people, the use of any portion of the Entire Property by way of right of way or by way of right of use or use of facilities, the VENDOR shall be free to do so without having requiring to procure any N.O.C. or permission from the PURCHASER.

8. The PURCHASER agrees and unconditionally conveys his No Objection to any construction carried out now or later by the VENDOR in any adjoining areas except for the area i.e. the SAID PLOT no. A-13 hereby sold and described in Schedule II.

EMERALD REALTORS

  
PARTNER

For M/s BALAJI REALT



Pa

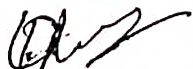
9. The VENDOR shall be entitled to unilaterally revise/alter the plans and/or specifications relating to (i) The exterior of the buildings/complex/project in the ENTIRE PROPERTY (ii) All common structures/area/amenities in and around said building/complex/project, including, modifying, relocating any such structures/areas/amenities in ENTIRE PROPERTY (iii) Layout scheme of the complex and/or common areas and/or facilities in ENTIRE PROPERTY. However, the SAID PLOT described in schedule II shall be not affected by this clause.

10. The PURCHASER may enter into a Contract with the VENDOR or its/their Assigns or any Entity referred by the VENDOR for construction of any structures/ Bungalow/ Residential House/Commercial structure and be responsible to pay the fees as shall be mutually decided by the parties to the Contract.

11. (i) The PURCHASER shall be responsible for upkeep and maintenance of his own building/plot and/or structures and the areas appurtenant to the said building/plot at his own cost.

(ii)(a) PURCHASER shall necessarily join the Federation of Co-operative Society or Housing Society or Maintenance Society or any other Association or Entity formed. This Entity/Association/Society shall be responsible for the collection of Revenue, maintenance and upkeep of garden, roads, security and/or any such issues pertaining any and all the phases/Plots/complexes existing in the overall Entire Property as described in Schedule I except maintenance of individual buildings/plots and/or structures. (b) The members of the Society upon payment of dues, may commonly use and take benefits of the common facilities like garden, joggers park, and other

EMERALD REALTORS



PARTNER

M/s BALAJI REALTORS




Partner

common facilities, etc. irrespective of their complex/Plot in which the member resides and irrespective of the location of the facilities in any of the phases/complexes/plots (c) The charges for overall maintenance shall be taken as per the decision of the VENDOR for the overall maintenance of the complex (This amount not being for the maintenance of individual flat/bungalow/ building/plot/house). However, the club utilization fees shall be a fixed sum to be paid annually/monthly in the manner and as decided by the VENDOR, (d) All the phases of the complex shall be governed by the Federation of Housing Society as mentioned above. However, the maintenance of individual plots/ individual bungalows/ individual duplex/ individual building shall be responsibility of the individual owners in cases of individual plots/ individual bungalows / individual duplex and responsibility of association of tenants of a building in case of a building, as the case may be and till such association is formed, such charges shall be paid by the purchasers to the VENDOR in the manner and as decided by the VENDOR.

12. It shall be entirely at the discretion of the VENDOR to decide whether the premises owners should form a Co-operative society, Housing Society, Maintenance Society or an Association of persons or any other entity (hereinafter referred to as the "ENTITY").

13. Upon the decision taken by the VENDOR in this matter, the PURCHASER and other premises owners of the said building/ complex/project/plot shall sign all form/s application/s, deed/s and other document/s as may be required for the formation of the Entity and any allied matters.

EMERALD REALTORS



PARTNER

For M/s. BALAJI REALTORS



14. It is agreed by and between the parties hereto that the VENDOR shall have discretion whether the Entity formed shall be out of the premises owners of said building/SAID PLOT/complex/project as a whole or otherwise.

15. The PURCHASER and the person to whom the SAID PLOT or any part thereof and/or any part of structure constructed therein is let, sub-let, transferred assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules, and regulations that may be laid down by the Entity from time to time and shall also be governed by the laws which are applicable to the Entity.

16. The PURCHASER hereby agree/s and undertake/s to be a member of the Entity to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and registration of the Entity and return to the VENDOR the same within 10 days of the same being intimated by the VENDOR to the PURCHASER.

17. The PURCHASER shall not have any objection, if any changes or modifications are made in the bye-laws or rules and regulations framed by the Entity as may be required by the VENDOR or by any competent authority.

18. The PURCHASER shall be bound from time to time to sign all papers and documents and to do all acts, deeds and things as may

EMERALD REALTORS

  
PARTNER

  
M/s. BALAJI REALTORS

be necessary from time to time, for safeguarding the interest of the VENDOR and of the other premises holder in Entire Property.

19. The VENDOR shall be in absolute control of those premises in said building/complex/project which remains unsold should the VENDOR decide to retain any portion in any building/complex/project they shall join the Entity along with the other premises holders.

20. All papers pertaining to the formation of the Entity and the rules and regulations thereof as also all the necessary deed/deeds of conveyance shall be prepared by the VENDOR or by the advocate of the VENDOR.

21. The PURCHASER shall deposit such an amount in lumpsum as decided by the VENDOR towards the maintenance of common amenities and common areas, before commencing any construction in the SAID PLOT. The Payment of maintenance charges, shall be decided by the society and in the absence of the society/ Association/Entity for maintenance, the same shall be decided by the VENDOR. The PURCHASER shall however pay electricity and water bills as per his individual meter charges.


22. In the event that the PURCHASER/holder of the SAID PLOT desires to transfer the SAID PLOT either by sale, lease, rent, gift, etc., he/ she/ they shall comply with all the conditions in this Deed applicable and pertaining to the intended transfer and pertaining to the sale Deed, instrument or transfer document purporting to effect or agreeing to effect or effecting the transfer of the SAID PLOT. If, as

EMERALD REALTORS



PARTNER

For M/s. BALAJI REALTOR



Par

per the conditions appearing herein below, the transfer is valid and recognized as such by the VENDOR and/ or the Association, the transferee shall automatically become a member of the Association by stepping into the shoes and the conditions and covenants of this Agreement shall compulsorily be incorporated in the above mentioned Sale Deed, instrument or transfer document.

23. The PURCHASER or member, as the case may be, shall have the right to freely sell, transfer, convey, mortgage, gift, charge, or deal with or dispose off or part with in any manner whatsoever, the SAID PLOT owned by him/ her or them to any person or persons of the choice of the PURCHASER, subject to the clauses and covenants in the said agreement, sale deed and to the other clauses and covenants in this present.

24. The PURCHASER/member shall bring the provisions of this Deed to the notice of any person to whom the member/PURCHASER desire to transfer or sell his Plot. Every such transferee if valid becomes a member of the Association/society and bound by the contents of this present.

25. The PURCHASER is hereby obliged and bound to impose/ensure the imposition of all the covenants, conditions and rules appearing in the said Deed and the sale deed on whosoever uses/occupies/resides in the structure constructed in SAID PLOT either as guests/ lodgers/ visitors/ caretakers/ occupants/ domestics/ staff and/or to whosoever the SAID PLOT is subsequently let / sublet/ sold transferred by the PURCHASER hereby agreeing to impose/ensure the imposition of the aforesaid covenants, conditions and rules, regulations with the express intention of bringing under

EMERALD REALTORS



PARTNER

For M/s BALAJI REALTORS



Partner

them any person/ persons into whosever's hands / ownership/usage the SAID PLOT and/or structures thereon may subsequently come. In any case all future, valid transferees of the SAID PLOT shall automatically be members of the Association and thus be compulsorily bound by the said covenants and conditions, rules and regulations of this sale Deed.

26. In case if the PURCHASER wishes to resell or transfer in any manner the possession of the SAID PLOT and/or structures thereon to any other person he shall be entitled to carry out such sale or transfer of possession only after the payment of all the dues to the said Society. The money so paid shall be utilized towards funds of the Society.

27. The PURCHASER, or his assigns or beneficiaries shall not create or cause nuisance, or undue and excessive noise or other annoyance or disturb the peace and quiet in the estate, or disturb the peaceful enjoyment by the member or occupiers of the other Flats/houses/bunglows/plots in the Entire Property. No loud music or partying shall be permitted after 11 p.m. at night. However on special occasions, written permission is to be obtained from the committee for loud music/ partying after 11 p.m. The member shall not carry out any activity which constitutes nuisance, annoyance or danger to the occupiers of the other plots in the Entire Property.

28. The PURCHASER shall bear and pay any increases in local taxes, water charges, insurance and such other levies if any, which are imposed from time to time by the concerned local authority and/or Government.

EMERALD REALTORS

  
PARTNER

For M/s. BALAJI RI



29. The PURCHASER shall have no claims whatsoever, except in respect of the SAID PLOT hereby sold.

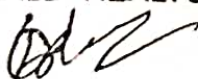
30. The PURCHASER shall from the date of this sale, maintain the SAID PLOT, partition walls, sewers, drains, pipes and appurtenances thereto and the structures constructed in SAID PLOT, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID PLOT and/ or common passages or the compound or any other common areas, which may be against the conditions or rules or bye-laws, of the Panchayat, Municipal Council or any other authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

31. The PURCHASER confirms of having taken inspection to his full satisfaction, of requisite documents of title to the SAID PLOT and of the plans/ approvals/license relating to the SAID PLOT and have fully satisfied himself/herself/themselves/itself about the same.

32. All communication to be made to the PURCHASER henceforth shall be deemed to have been duly communicated to the PURCHASER if sent to the PURCHASER & under Certificate of Posting at his address given below:

M/S.BALAJI REALTORS,  
Office No.206, 2nd Floor,  
Adwalpalkar Avenue, St.Inez,  
Panaji, Goa,

EMERALD REALTORS



PARTNER

For M/s BALAJI REALTORS



Partner

33. The PURCHASER shall also from time to time notify any change in his address to the VENDOR. Any letters, reminders, notices, documents, Papers, etc., made at the said notified address or at the changed address by hand delivery or Registered A/D or under certificate of posting or through a courier service agency, shall be deemed to have been lawfully served to the PURCHASER. In the absence of such communication by the PURCHASER, any notices sent on address mentioned in Clause 32 shall be deemed to be served whether the same are accepted or not.
34. All costs, charges, expenses, charges of advocate, stamp duties, etc. including registration and any other expenses in connection with formation of the Entity and preparing the conveyance deeds or sale deed or agreement to sell or any other agreements shall be borne by the PURCHASER and the other plots/premises holders individually or/and in such proportion as may be decided by the VENDOR and/or the Entity.
35. Any such further sum that may be ascertained by the VENDOR on quantum of liabilities that may be then arose at the time of delivery of the possession of SAID PLOT or thereafter by way of payment of taxes, cess, levy or damage that may be charged by Government of Goa, Zilla Panchayat, Municipality, Gram Panchayat local body or any authority and other expenditure or charges on consumption of electricity of common lights and sanitation payment to the sweeper and other incidental payments on management and maintenance to be contributed monthly in advance proportionately by all the purchasers.

EMERALD REALTORS



PARTNER

For M/s BALAJI REALTORS



Partner

36. Any other further sum that may be fixed by the VENDOR as to all cost charges expense in connection with formation of the co-operative society as well as the cost of repairing and engrossing stamping and registration of all the documents or documents required to be executed by the VENDOR or the PURCHASER as well as the entire professional cost of Advocate of the VENDOR in preparing and approving such document shall be borne and paid by the proposed society Register society or proportionately by all the purchasers or holders of the plots including the PURCHASER herein mentioned.

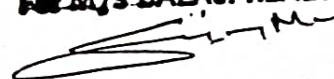
37. It is agreed by and between the Parties hereto that any dispute arising between the Parties hereto shall be first referred to Arbitration i.e. to the panel of Arbitrators one to be appointed by each of the Parties hereto. The Arbitrators will have the authority and power to - (A) Interpret the term of this Deed, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Plot, (C) To settle the complaints regarding construction, etc. The parties hereto are also at liberty to refer any other matter between them to the Panel of Arbitrators and the Panel of the Arbitrators shall decide the same and the Award of Arbitrators shall be final and conclusive and binding on the Parties hereto. The place of arbitration will be Goa, and all proceedings will be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. That in view of this Agreement regarding Arbitration the Parties hereto specifically agree not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission, etc. without first availing the Arbitration proceedings. In case of failure of Arbitration proceedings, the parties are free to refer the same to the concerned courts/forums subject to the condition that the Award should be passed by the panel of Arbitrators within one year from the date of filing of dispute before the Arbitrator.

EMERALD REALTORS



PARTNER

For M/s BALAJI REALTORS.



Partner

38. It is agreed that Courts in Goa only shall have exclusive jurisdiction to try the matter.

39. The parties hereto do hereby declare that the property in transaction does not belong to Schedule Caste/Schedule Tribe Pursuant to the notification No.RD/LAND/LRC/318/77 dated 21/08/1978.

40. The fair market value of the property hereby sold is Rs.39,20,000/- (Rupees Thirty Nine Lakhs Twenty Thousand Only) and accordingly the Stamp duty of Rs.1,18,000/- (Rupees One Lakh Eighteen Thousand only) is paid hereto.


#### SCHEDULE - I

#### (DESCRIPTION OF ENTIRE PROPERTY)

ALL THAT piece or parcel of land situate, lying and being at Village Karapur, within the limits of Village Panchayat Karapur - Sarvan, Taluka and Registration Sub-District of Bicholim, District of North Goa, in the State of Goa, admeasuring 65,360 square meters or thereabouts, bearing Survey No. 109/5 forming part of the property known as "Codal" or "Kodal" in the Sub-District Bicholim and Registration District of North Goa, described in the Land Registration Office of Bardez under no.943 in folio no.428 of Book B-3 (old) but not enrolled in the Taluka Revenue Office under Matriz number, and bounded as follows:-

On or towards North: By Survey no. 109/4, Carapur, Bicholim, Goa

EMERALD REALTORS



PARTNER

For M/s. BALAJI REALTORS



Partner

On or towards South: By Survey no. 128/0, Carapur, Bicholim, Goa

On or towards East: By Survey no. 110/0 & 109/6, Carapur,  
Bicholim, Goa

On or towards West: By Survey no. 128/0, Carapur, Bicholim, Goa

## **SCHEDULE - II**

### **(DESCRIPTION OF SAID PLOT WHICH IS HEREBY SOLD)**

ALL THAT SUB PLOT NO. A-13, part of the Sub Division of Plot 109/5-A, being a portion of New Survey No. 109/5-A at Village Karapur, admeasuring 560 square meters or thereabouts, situated at Village Karapur, within the limits of Village Panchayat Karapur - Sarvan, Taluka and Registration Sub-District of Bicholim, District of North Goa, in the State of Goa, which is part of the property known as "Codal" or "Kodal" of the layout of the said land more particularly described in the first Schedule hereinabove written and bounded as follows:-

On or towards North: By 6 mtr. wide road


On or towards South: Plot A-11 of same Sub-division

On or towards East : By 8 mtr. wide road

On or towards West : By Plot A-12 of same Sub-division

IN WITNESS WHEREOF the parties hereto have signed this Deed at Bicholim, Goa, on the day, month and the year first herein above written in the presence of the witnesses signed hereunder. -

EMERALD REALTORS



PARTNER

For M/s. BALAJI REALTORS



Partner

SIGNED, SEALED AND DELIVERED BY  
 THE WITHINNAMED VENDOR  
 M/S. EMERALD REALTORS,  
 herein represented by its Partner No.1(b)  
 MR. OJASWIN NARENDRA PHADNIS  
 FOR SELF AND AS AUTHORISED FOR  
 THE PARTNER NO.1(a)  
 MS. KOMAL NARENDRA KUWADEKAR ]



*[Signature]*  
*[Signature]*

L.H.F.P.

R.H.F.P.



EMERALD REALTORS

*[Signature]*  
 PARTNER

For M/s BALAJI REALTORS

*[Signature]*  
 Partner



SIGNED, SEALED AND DELIVERED BY ]  
 THE WITHIN NAMED PURCHASER ]  
 M/S. BALAJI REALTORS, ]  
 herein represented by its Partner No.2 ]  
**MR. SANJAY MADHAVRAO CHAVAN** ]  
 FOR SELF AND AS CONSTITUTED ]  
 ATTORNEY FOR THE PARTNER NO.1 ]  
**SMT. KALPANA MADHAVRAO CHAVAN ]**

L.H.F.P.

R.H.F.P.



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



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



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



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



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



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



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



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



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



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

IN THE PRESENCE OF WITNESSES:-

1. Monish V. Khedekar2. Mohit Raj

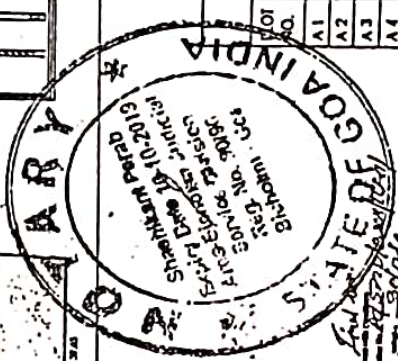
EMERALD REALTORS

PARTNER

For M/s BALAJI REALTORS

Partner

**FOUR**



LOT NO.	AREA IN SQ.M	PLOT NO.	AREA IN SQ.M
A 1	450.00	A 7	673.77
A 2	550.00	A 8	698.11
A 3	450.00	A 9	717.59
A 4	425.00	A 10	635.84
A 5	472.65	A 11	642.75
A 6	653.94	A 12	432.50
A 7		A 13	560.00
A 8		TOTAL	7,605.24

### STY: PLAN

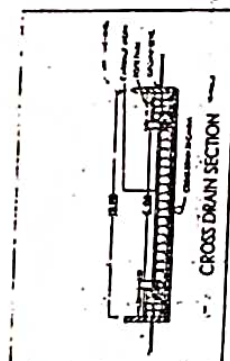
SUB-DIVISION OF LAND (FINAL APPROVAL) BY  
SURI RAVINDRA V. DUSHASHI AND OTHERS FOR SURVEY NO.  
109/15 (PART) PLOT "A" OF VILLAGE KARAPUR, BICHOLIM, GOA

### SIGN OF OWNERS

### SIGN OF ENGINEER

五、

*Rafael L. Pradhan Moya*



AREA STATEMENT FOR SR. NO - 109/5 (PART) PLOT A	
1	TOTAL AREA OF LAND
2	AREA UNDER OPEN SPACE
3	AREA UNDER INTERNAL ROAD
4	AREA UNDER PLOT
	10786.99 SQ M
	1623.87 SQ M
	1557.88 SQ M
	7605.24 SQ M

**PANAJI - GOA**

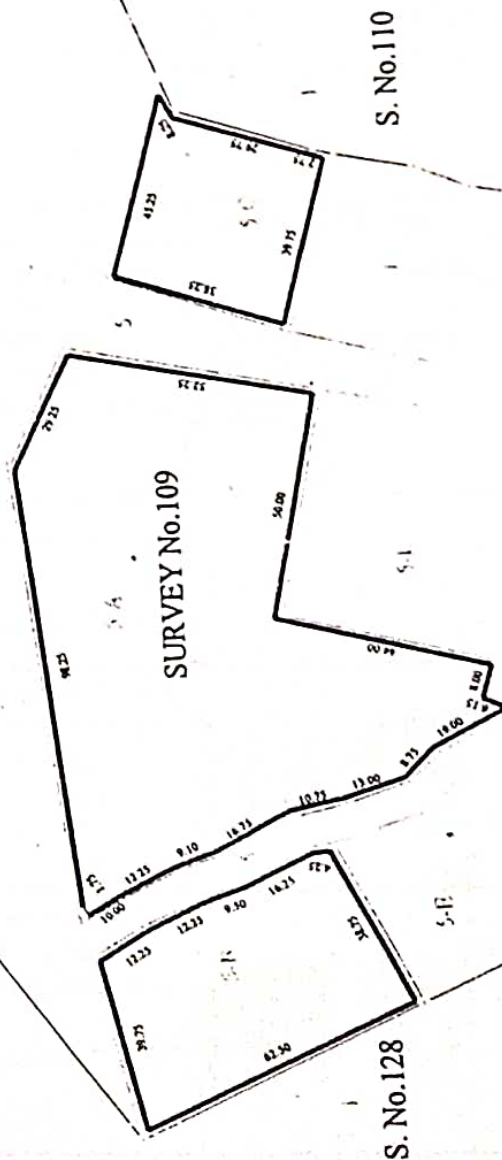
PLAN  
OF THE LAND BEARING SURVEY No. 109/5-A, 5-B & 5-C SITUATED AT CARAPUR  
VILLAGE OF BICHOLIM TALUKA APPLIED BY SHRI PITAMBER FATRA DUBHASHI  
& OTHER FOR THE CONVERSION OF USE OF LAND FROM AGRICULTURAL TO  
NON AGRICULTURAL PURPOSE VIDE ORDER OF CASE No. RB/CN/BI/CH/12/2008,  
DATED 21-02-2013 ISSUED BY THE DEPUTY COLLECTOR (REV.), PANAJI GOA

SCALE : 1:1000

PROPOSED AREA FOR CONVERSION S.NO.109/5-A = 6831 Sq. Mts.  
PROPOSED AREA FOR CONVERSION S.NO.109/5-B = 2325 Sq. Mts.  
PROPOSED AREA FOR CONVERSION S.NO.109/5-C = 1629 Sq. Mts.  
PROPOSED AREA FOR CONVERSION S.NO.109/5-D = 10787 Sq. Mts.



TOTAL AREA FOR CONVERSION = 10/81 SQ. MILE



S. No.110

S. No.128





## Government of Goa

## Document Registration Summary 2

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

Date &amp; Time : - 16-Oct-2023 02:58:14 pm

Document Serial Number :- 2023-BCH-1184

Presented at 02:47:15 pm on 16-Oct-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bicholim along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	117600
2	Registration Fee	117600
3	Mutation Fees	1500
4	Processing Fee	1420
Total		238120

Stamp Duty Required :117600/-




Stamp Duty Paid : 118000/-

## Presenter

Sr.No	Party Name and Address	Photo	Thumb	Signature
1	BALAJI REALTORS Through Its Partner Sanjay Madhavrao Chavan ,Father Name:Madhavrao Chavan, Age: 31, Marital Status: Unmarried ,Gender:Male, Occupation: Business, Address1 - Office No.206 2nd Floor Adwalpalkar Avenue St. Inz, Panaji, Goa, Address2 - Registrar of Firms of Ilhas, office of Sub Registrar Panaji Goa, PAN No.:			For M/s BALAJI REALTORS 







## Executer

Sr.No	Party Name and Address	Photo	Thumb	Signature
1	EMERALD REALTORS Through Its Partner Ojaswin Narendra Phadnis , Father Name:Narendra Nilkanth Phadnis, Age: 41, Marital Status: Married ,Gender:Male, Occupation: Business, 9 Shefali Makarand Society Veer Savarkar Marg Mahim MumbaiMumbai, PAN No.:			EMERALD REALTORS  PARTNER
2	Ojaswin Narendra Phadnis, Authorised Representative Of Partner Komal Narendra Kuwadekar Of Partnership Firm Emerald Realtors , Father Name:Narendra Nilkanth Phadnis, Age: 41, Marital Status: ,Gender:Male, Occupation: Business, B 291 Patel Estate Betim Bardez Goa, PAN No.:			EMERALD REALTORS  PARTNER
3	BALAJI REALTORS Through Its Partner Sanjay Madhavrao Chavan , Father Name:Madhavrao Chavan, Age: 31, Marital Status: Unmarried ,Gender:Male, Occupation: Business, Office No.206 2nd Floor Adwalpalkar Avenue St. Inz, Panaji, GoaRegistrar of Firms of Ilhas, office of Sub Registrar Panaji Goa, PAN No.:			For M/s BALAJI REALTORS 

Party Name and Address	Photo	Thumb	Signature
Sanjay Madhavrao Chavan , Father Name:Madhavrao Chavan, Age: 31, Marital Status: .Gender:Male,Occupation: Business, 13-303-13 3rd Floor Adwalpalkar Avenue St Inez Panaji Goa, PAN No.: , as Power Of Attorney Holder for Kalpana Madhavrao Chavan, Partner Of Balaji Realtors		For M / 	BALAJI REAL 

Witness:

We individually/Collectively recognize the Purchaser, POA Holder, Vendor, Authorized Representative,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Mohit Raj, Age: 33, DOB: 1989-11-05 , Mobile: , Email: , Occupation: Service , Marital status : Unmarried , Address: 403521, H NO 1632 Opposite Desai Appts. Penna de Franca Bardez Goa, H NO 1632 Opposite Desai Appts. Penha de Franca Bardez Goa, Penha-de-franca, Bardez, North Goa, Goa			
2	Name: Umesh Vishnu Khedekar, Age: 55, DOB: 1968-03-12 , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403404, H No 681 Akar Road Mardol Ponda Goa, H No 681 Akar Road Mardol Ponda Goa, Priol, Ponda, South Goa, Goa			

  
Sub Registrar

Document Serial Number :- 2023-BCH-118

No:-2023-BCH-1184

Book :- 1 Document

Registration Number :- **BCH-1-1173-2023**

Date : 16-Oct-2023

*S. Kalamkhar*  
16/10/2023

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



0  
ID RUP



4  
3

REAL  
7M