

Sold To/Issued To:
K K Infra Project
For Whom/ID Proof:
Pan#AAQFK5944H

GOA
गोवा

भारतीय गैर न्यायिक

3815345 1687302625736-00004281
3815345 25/02/06/2021-RD1

For CITIZENCREDIT™
CO-OP BANK LTD

ernandes

Authorized Signatory

k.k. Ntra



2022-BRL-5147
9/11/22

DEED OF SALE

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[Signature]
[Signature]

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November
October

This deed of sale is executed on this 07th day of October of the year Two Thousand and Twenty Two, (07/10/2022) at Mapusa, Goa.

BETWEEN

MRS. MANDA RAMESH DEOLEKAR, daughter of Lakshman Sakharam Khopkar, 63 years of age, married, housewife, holding of PAN Card No. [REDACTED] and Aadhar Card No.

[REDACTED] Indian National, resident of Goodwill Garden, Flat No. D-401, Sector-8, Plot No.15/16, Kharghar, Navi Mumbai 410210, hereinafter called the "VENDOR", (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and assigns) OF THE FIRST PART.

AND

M/s K K INFRA PROJECT, a duly registered Partnership Firm, holder of PAN Card No. [REDACTED], having its registered office at Office No. 1106 and 1107, Mahavir Icon, Plot No. 89 & 90, Sector 15, CBD Belapur, Navi Mumbai, 400614, represented by its partners (a) **MR. KISHOR**

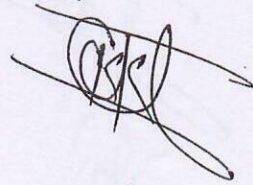
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KASHINATH MHATRE, son of Kashinath Mhatre, 46 years of age, married, business, holding of PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED], Indian National, resident of E-1001, Bhagwati Heritage, Plot No. 29, Sector-21, Kamothe, Navi Mumbai 410209, (b) **MRS. SHEETAL KISHOR MHATRE**, daughter of Ramesh Gunaji Devlekar, 40 years of age, married, business, holding of PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED], Indian National, resident of E-1001, Bhagwati Heritage, Plot No. 29, Sector-21, Kamothe, Navi Mumbai 410209, hereinafter called the "PURCHASER", (which expression shall unless be repugnant to the context or meaning thereof be deemed to include its executors, administrators and assigns) OF THE SECOND PART.

WHEREAS in the village of Tivim, Taluka and Sub-District of Bardez, North District of the State of Goa, there exists the following properties:

- a) Property known as "AFROMENTO" or "CONDICHEM GALLUM" or "KEREM", surveyed under survey no. 280/2 situated at ward Querem of village Tivim, Bardez, Goaa, totally admeasuring an area of 3800 sq. mts.,

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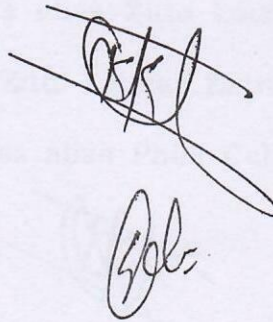

- b) Property known as "AFROMENTO" or "CONDICHEM GALLUM" or "KEREM", surveyed under survey no. 280/4 situated at ward Querem of village Tivim, Bardez, Goaa, totally admeasuring an area of 1000 sq. mts.,
- c) Property known as "AFROMENTO" or "CONDICHEM GALLUM" or "KEREM", surveyed under survey no. 280/5 situated at ward Querem of village Tivim, Bardez, Goaa, totally admeasuring an area of 2800 sq. mts.,

All these properties totally forming an area of **7600 sq. mts.**, shall herein after referred to as SAID PROPERTIES.

AND WHEREAS all the above mentioned properties are neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez.

AND WHEREAS the SAID PROPERTIES originally belonged to late Lucas Antonio Estrocio and his wife Cassiana Estrocio who expired leaving behind their two sons namely Edmundo Jose Lourenco Xavier Estrocio and Olimpio Jose Micael Edward Extrocio,

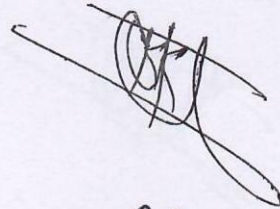
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A handwritten signature in black ink, followed by a circular stamp. The stamp contains the text "ARY", "G. SHET", "adi Taluka", "93", "Jl. 0", "7/2025", and "T. OF GOA".

AND WHEREAS that vide a Deed of Partition dated 09/11/1977 duly executed before the Sub Registrar at Bicholim, bearing Register No. 344/77 of Book No.1 Vol No. 48, at pages 174 to 181 dated 26/11/1977 and a Deed of Ratification dated 14/05/1981, executed before the Sub Registrar at Bicholim, bearing Registration No. 253 of Book No.1 Vol No. 67, at pages 213 to 214 dated 28/07/1981, the SAID PROPERTIES were described under Item No. 4 in the list of Assets and were allotted jointly to the said Edmundo Jose Louenco Xavier Estrocio and Olimpio Jose Micael Edward Extrocio and as such they became the absolute owners with respect to half undivided right each to the SAID PROPERTIES.

AND WHEREAS that upon the death of the parents of the Jose Lucas Zito Estricio Alias Zitto Lucas Estross Alias Zitto Loucas Extross Alias Zitto Lucas Extoss Alias Zitto Laucas Extross namely the said Olimpio Jose Micael Edward Extrocio and Irene Extross, the said half undivided right to the SAID PROPERTIES, was jointly allotted to the Jose Lucas Zito Estricio Alias Zitto Lucas Estross alias Zitto Loucas Extross alias Zitto Lucas Extoss alias Zitto Laucas Extross and his wife Phila Crecy Celine Estross alias Phila Celine

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Crecy Estrocio alias Phila Celine Crecy Extross, vide order passed by the Hon'ble civil Judge Senior Division of Bardez at Mapusa, in Inventory Proceedings bearing No. 89/93/A.

AND WHEREAS that subsequently the wife of the Jose Lucas Zito Estricio alias Zitto Lucas Estross alias Zitto Loucas Extross alias Zitto Lucas Extoss alias Zitto Laucas Extross, namely the said Phila Crecy Celine Estross alias Phila Celine Crecy Estrocio alias Phila Celine Crecy Extross expired and upon her death an inventory proceeding was initiated in the Court of the Civil Judge Senior Division at Bicholim, bearing Inventory Proceeding No. 70/2003/A, wherein the said half undivided right to the SAID PROPERTIES, was described in the said inventory proceeding under item no. 6, 7 and 8 respectively in the list of assets and was allotted to the said Jose Lucas Zito Estricio alias Zitto Lucas Estross alias Zitto Loucas Extross alias Zitto Lucas Extoss alias Zitto Laucas Extross, vide order dated 11/10/2004 passed by the Hon'ble Civil Judge Senior Division at Bicholim.

AND WHEREAS the said Jose Lucas Zito Estricio alias Zitto Lucas Estross alias Zitto Loucas Extross alias Zitto Lucas Extoss alias Zitto Laucas Extross, in terms of the afore

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referred order in inventory proceedings had become the absolute owner in possession of the said half undivided right to the SAID PROPERTIES.

AND WHEREAS the other half undivided right of the said Edmundo Jose Lourenco Xavier Estrocio and his wife Philipine Estros alias Phillipine Extross on their demise the one Mr. Ratti Joseph Extross being the son of the said Edmundo Jose Lourenco Xavier Estrocio alias Edmund Jose Extross and Philipine Estros alias Phillipine Extross, initiated inventory proceedings no. 17/94/A and that in the said inventory proceedings the said other half undivided right to the SAID PROPERTIES were enlisted as item no. 3, 4 & 5 and accordingly the said other half undivided right to the SAID PROPERTY were taken in auction vide minutes of auction dated 08/08/1994 by the said Mr. Ratti Joseph Extross.

AND WHEREAS in terms of the above inventory proceedings no. 89/93/A and consequential another inventory proceedings no. 70/2003/A the said Jose Lucas Zito Estricio alias Zitto Lucas Estross alias Zitto Loucas Extross alias Zitto Lucas Extoss alias Zitto Laucas Extross had acquired

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right to one half undivided right to the SAID PROPERTIES and the other half undivided right to the SAID PROPERTIES in accordance to the allotment in above inventory proceedings no. 17/94/A was acquired by the said Mr. Ratti Joseph Extross.

AND WHEREAS the one Mrs. Olivia Natalia Extross alias Olive Extross has executed a deed of sale with said Jose Lucas Zito Estricio alias Zitto Lucas Estross alias Zitto Loucas Extross alias Zitto Lucas Extoss alias Zitto Laucas Extross thereby acquiring the half undivided right to the SAID PROPERTY, which Deed of Conveyance dated 19/11/2015, registered under No. BRZ-BK1-09181-2015 Book-1 Document CD Number BRZD775 on 11/12/2015, in the office of Sub-Registrar Bardez at Mapusa vis-à-vis the half undivided right to the SAID PROPERTIES

AND WHEREAS the said Mr. Ratti Joseph Extross is married to said Mrs. Olivia Natalia Extross alias Olive Extross under the regime of the Communion of Assets and therefore they are the joint and exclusive owners of the SAID PROPERTIES.

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AND WHEREAS the said Mr. Ratti Joseph Extross and Mrs. Olivia Natalia Extross alias Olive Extross as the absolute owners in possession have sold the SAID PROPERTIES by virtue of three different deeds to the VENDOR and the PURHASER herein which deeds are as follows:

- a) Deed of Sale dated 25/01/2021, registered under No. BRZ-1-434-2021 on 01/02/2021, in the office of Sub-Registrar Bardez at Mapusa,
- b) Deed of Sale dated 25/01/2021, registered under No. BRZ-1-426-2021 on 01/02/2021, in the office of Sub-Registrar Bardez at Mapusa,
- c) Deed of Sale dated 25/01/2021, registered under No. BRZ-1-425-2021 on 01/02/2021, in the office of Sub-Registrar Bardez at Mapusa.

AND WHEREAS the VENDOR and the PURCHASER herein thus became joint owners in possession of the SAID PROPERTIES and have entered into quiet and peaceful possession and ownership thereof and have continued to be in its quiet and peaceful enjoyment, performing various possessory acts, as the rightful owner thereof, without any opposition, objection, obstruction, interference, interruption, let or hindrance from anybody whomsoever.

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AND WHEREAS the said VENDOR and PURCHASER in pursuance of the abovementioned deeds they got the survey records mutated in their name and subsequently had got the SAID PROPERTIES amalgamated in terms of the order dated 06/07/2021 order of Inspector of Survey & Land Records, City Survey at Mapusa in case no. 9/ISLR/MAP/AMAL/04/2021, was allotted separate survey no. 280/2 which totally admeasures 7600 sq. mts.

AND WHEREAS subsequent to afore referred amalgamation of the SAID PROPERTIES and allotment of single separate survey number as survey no. 280/2 of village Tivim, the PURCHASER herein with an intention to partition the SAID WHOLE PROPERTY filed a civil suit for partition bearing Special Civil Suit No. 68/2021/B/C and the said suit came to be decreed vide judgment, order and decree dated 06/07/2022 wherein the plan and area adjustment statement prepared by the office of Inspector of Survey and Land Records, City Survey, Mapusa was accepted. That in terms of the said area adjustment statement prepared the SAID WHOLE PROPERTY was divided into two portion/plots of an area of 3900 sq. mts. and 3700 sq. mts. and after

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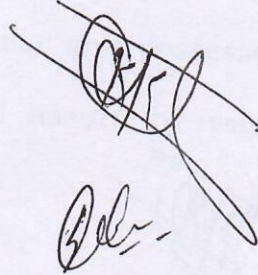


partition of larger portion/plot was allotted with survey no. 280/2-A which admeasures area of 3900 sq. mts. in the said civil suit and hence the remainder area of 3700 sq. mts. remained to be surveyed under survey no. 280/2 which belongs to the VENDOR herein.

AND WHEREAS pursuant to that the said VENDOR and PURCHASER got the survey records mutated in their respective name and as such the said VENDOR name found recorded in the Form I & XIV for the property bearing survey no. 280/2 upon partition in terms of the said decree in the said civil suit admeasures an area of **3700 sq. mts.** shall hereinafter referred to as SAID PROPERTY which is the subject matter of the present deed and is more particularly described in the **Schedule** written herein at the end.

AND WHEREAS the VENDOR has agreed to sell the SAID PROPERTY and PURCHASER has agreed to purchase the same for a total consideration of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) which is the fair consideration considering the relation of the SAID PROPERTY.

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AND WHEREAS the VENDOR and the PURCHASER have decided to execute the present deed thereby conveying the right, title and interest in the SAID PROPERTY in favour of the PURCHASER and the PURCHASER agree to purchase the same on the following terms and condition reduced in writing in the following manner.

**NOW THIS DEED WITNESSETH AND THE PARTIES
HEREIN AGREE AS UNDER:**

1. That in pursuance of the said agreement and in consideration of the sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only), paid by the said PURCHASER to the said VENDOR as under:

A sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only), by a Cheque bearing no. 421378 dated 07/11/2022, drawn on IDBI Bank, Navi Mumbai Branch, drawn in favour of VENDOR.

The VENDOR admit having received the said consideration, through Cheque drawn in the favour of the VENDOR the receipt whereof the said VENDOR does hereby acknowledge and discharge to the PURCHASER absolutely and forever. The VENDOR as perfect legal owner and possessor hereby grant, sell, convey, transfer and assure by way of sale

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absolutely and forever all that SAID PROPERTY more fully described and identified in the Schedule herein at the end written and put the PURCHASER in possession of the same.

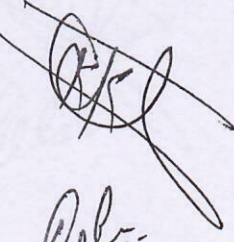
2. The PURCHASER has made equal contribution towards payment of afore referred consideration and hence are entitle to own the SAID PROPERTY upon execution of the present deed.

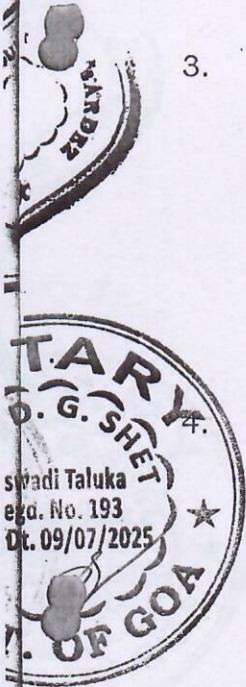
3. The VENDOR hereby declare that she is the sole owner and possessor of the SAID PPROPERTY and have sole and absolute authority to convey and transfer the SAID PROPERTY by virtue of this deed.

That in case of any defect in the title of the VENDOR, the PURCHASER is deprived of the SAID PROPERTY or any parts thereof, the VENDOR undertake to clear the title in all respects.

5. The VENDOR do hereby covenant and declare the SAID PROPERTY hereby transferred or intended to be transferred is free from encumbrances, charges, equities, claims or demands whatsoever and the VENDOR have not done

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anything whereby the SAID PROPERTY or any part thereof may be a subject to attachments or lien of any court or person whatsoever and that the VENDOR assures to have harmless and keep indemnified the PURCHASER from or against all encumbrances, charges, liens, equities, claims or demands whatsoever.

6. And the VENDOR and all persons claiming under the VENDOR further covenant that the VENDOR shall and will from time to time, upon the request of the PURCHASER do or execute all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the SAID PROPERTY and every part thereof unto the PURCHASER according to the true intent and meaning of the deed as shall or may be reasonably required.

That the VENDOR and the PURCHASER do hereby covenant with each other as under:

- a) That the PURCHASER may at any time hereafter quietly and peaceably enter upon, possess and enjoy the SAID PROPERTY for its use and benefit without any claim, demand and interruption or disturbance of any kind

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whatsoever by the VENDOR or any person claiming under them.

- b) That the PURCHASER may at any time hereafter quietly and peaceably enter upon and enjoy the SAID PROPERTY for use and benefit and for the purpose of entry and exit to the SAID PROPERTY enjoy all right, privileges, easements, ways, etc. without any claim, demand and interruption or disturbance of any kind whatsoever by the VENDOR or any person claiming under them.
- c) That the VENDOR shall at all times hereafter at the request and cost of the PURCHASER do, execute or act all things, deeds or acts that may be necessary for the better and more effectively assuring the SAID PROPERTY or any part thereof to the PURCHASER as the PURCHASER from time to time may reasonably require.
- d) The VENDOR shall execute and hand over to the PURCHASER the necessary application forms, declarations writings to enable the PURCHASER to get the SAID PROPERTY partitioned/amalgamated and transferred in its name in the relevant panchayat records, survey records and other records maintained by any other Government and Statutory Bodies.

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- e) The VENDOR also do hereby agree and undertake that she has no any objection for mutating the name of the PURCHASER in the Form I & XIV pertaining to the SAID PROPERTY, upon the execution of the present Deed of Sale
- f) All taxes, cess, charges, expenses and such other outgoings in respect of the SAID PROPERTY payable till the date of this deed shall be borne and paid by the VENDOR alone and VENDOR shall indemnify and keep indemnified the PURCHASER at all times in respect thereof.

8. The VENDOR and the PURCHASER hereby declare that the property in transactions does not belong to Schedule Caste/Schedule Tribe, pursuant to the notification no. RD/LAND/LRC/318/77 dated 21/08/1978.

That the total consideration of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) however for the purpose of stamp duty the SAID PROPERTY is valued for Rs. 1,66,50,000/- (Rupees One Crore Sixty Six Lakhs Fifty Thousand Only) and hence this deed is executed on a stamp papers of Rs. 8,32,500/- (Rupees Eight Lakhs Thirty Two Thousand Five Hundred Only) in full and final settlement of the stamp duty payable in respect of this transfer.

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SCHEDULE

ALL THAT property known as "AFROMENTO" or "CONDICHEM GALLUM" or "KEREM" situated at ward Querem, Tivim, which is within the limits of Village Panchayat of Tivim, Sub - District of Bardez, District of North Goa, State of Goa, and is presently surveyed under **survey no. 280 sub-division no. 2**, totally **admeasures 3700 sq. mts.**, neither described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenue Office and is presently bounded as under:

On the North: by property under survey no. 280/2-A

On the South: by property under survey no. 280/1 & 280/7

On the East: by property under survey no. 280/1

On the West: by property under survey no. 280/6

IN WITNESS WHEREOF, this Deed of Sale has been executed and signed by the VENDOR and the PURCHASER in the presence of the witnesses mentioned herein at the end.

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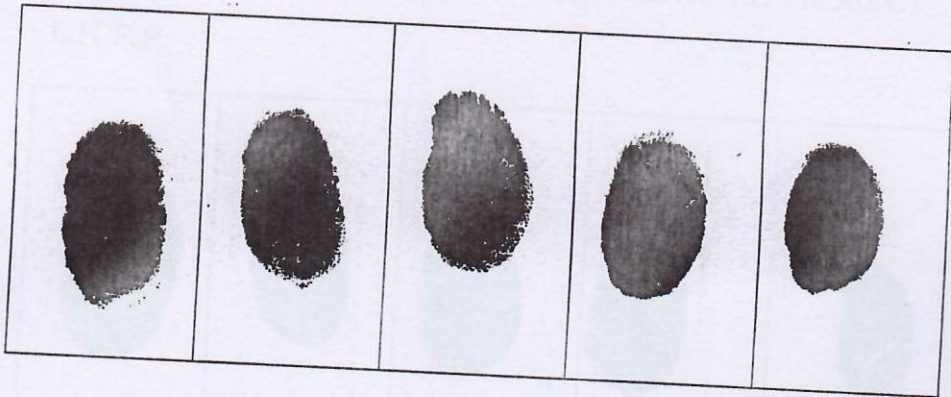
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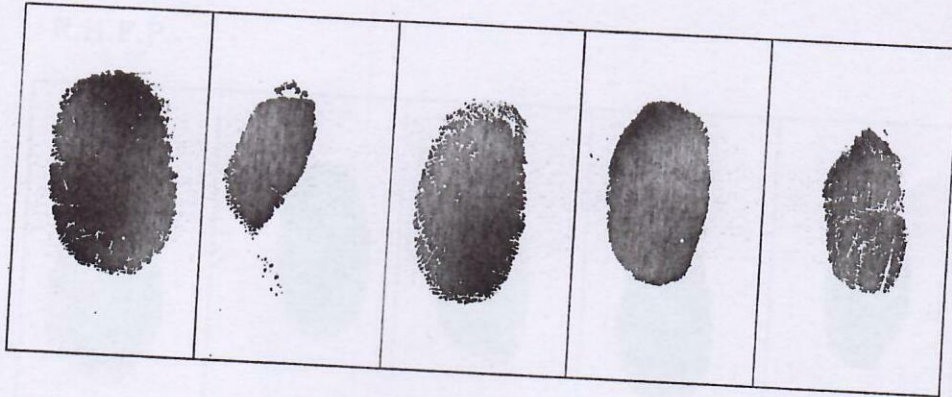
VENDOR:

MRS. MANDA RAMESH DEOLEKAR

L.H.F.P.



R.H.F.P.



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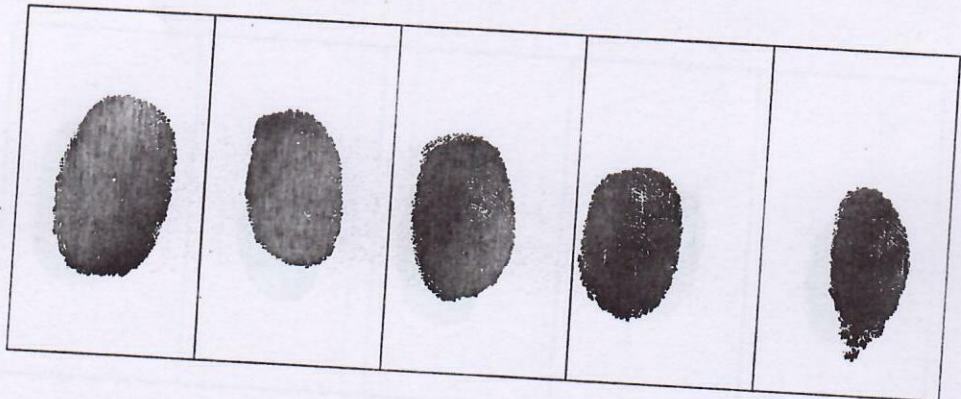


PURCHASER:

MR. KISHOR KASHINATH MHATRE

As Partner No. 1 of M/s K K INFRA PROJECT

L.H.F.P.



R.H.F.P.



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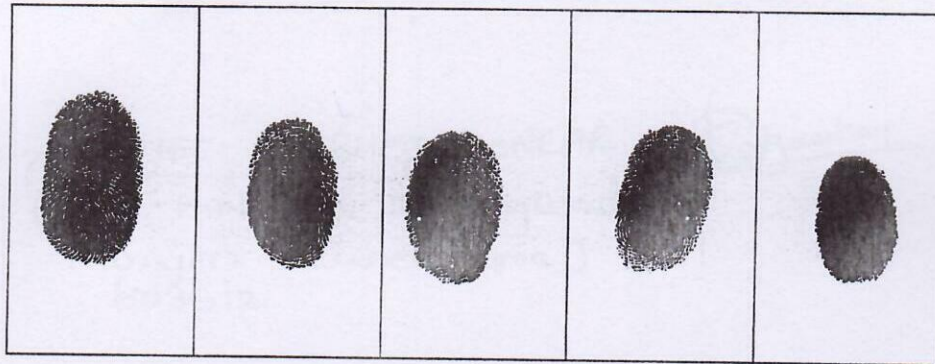
PURCHASER:

Sheetal

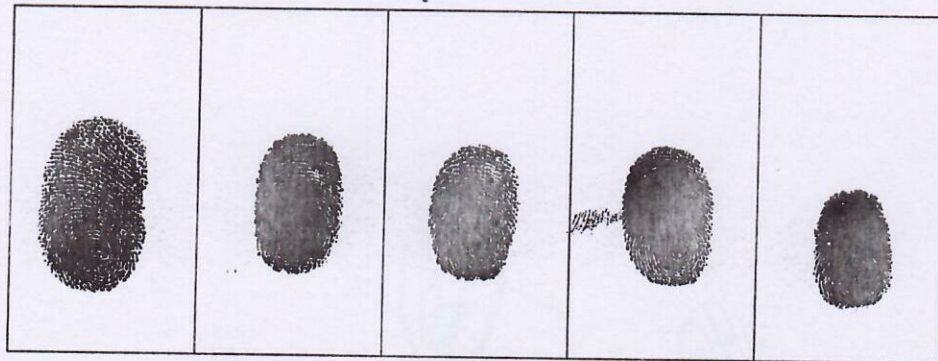
MRS. SHEETAL KISHOR MHATRE

As Partner No. 2 of M/s K K INFRA PROJECT

L.H.F.P.



R.H.F.P.



Sheetal

संदर्भ समेकित दस्तावेज

WITNESSES:

1. NILESH V. THANEKAR *Menkar*

(R/O. Flat no. 4A 404 Gran
Canaria A. Bldg, Mathias, Ocean Park
residency opp. NIO colony, Dona Paula
Goa.)

2. SWATEE S. SHETGAONKAR *Shetgaonkar*

(R/O. H.No. 962, Munangwada,
Mojim Pennem Goa)
403512



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