

455/ Four Lakh Thirty eight Lakh Seven hundred Fifty only)

Phone No: 9890211780
Sold To/Issued To:
S F BUILDERS
For Whom/ID Proof:
ACBFS6449N



NOV-22-2023 12:08:18

₹ 0438750/-
ZERO FOUR THREE EIGHT SEVEN FIVE ZERO

other
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3818248 38/02/04/2021-RD1

For CITIZEN CREDIT CO-OP BANK LTD.



Ashoka
Authorized Signatory



5151
28/11/2023



Stanley Ashok Martins *Stanley*

DEED OF SALE

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This **DEED OF SALE** is made and executed at Margao, Goa, on this 22nd day of November, of the year Two Thousand and Twenty Three (22/11/2023).

BETWEEN

1. **MR. ANICETO OTONIEL OLAVO CARLOS PASCOAL MERGULHAO** son of late Trindade Antonio Basilio Mergulhao, aged 85 years, Retired, Indian National, holding PAN Card no. _____ holding Aadhaar Card No _____, having Mobile No. _____, Not having E-mail Id and his wife _____
2. **MRS. EMA BELINDA SANTOS FERNANDES alias EMA BELINDA MERGULHAO**, daughter of Antonio Xavier Leopoldino Fernandes, Aged 81 years, Housewife, Indian National, holding Pan Card no. _____, holding Aadhaar Card no. _____, having Mobile No. _____, Not having E-mail Id, both resident of H. no. H. no. 265/2, Bondorim, Dramapur, Salcete, Goa. Hereinafter referred to as **VENDORS** of the **FIRST PART**;

AND

M/s S. F. BUILDERS, a Partnership firm, duly registered with Registrar of Firms at Salcete, Margao, Goa; under No. _____, under the Partnership Act, 1932, holding Income Tax Card bearing PAN _____, represented herein by its Partners:-

- (i) **MR. STANLEY ASHOK MARTINS**, son of Mr. Vasco Martins, aged 47 years, Business, married, holding Income Tax Card bearing PAN _____, Aadhar Card No. _____

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Mobile No. _____, Email Id _____
 martins.stanley30@yahoo.com and his wife;

(ii) **MRS. FRENIA MARGARATE MARTINS** alias **FRENIA MARGARATE PEREIRA**, d/o Mr. Carlos Pereira and wife of Mr. Stanley Ashok Martins, aged 40 years, Housewife, holding Income Tax Card bearing PAN _____ Aadhar Card No. _____, Mobile No. _____, both residing at H. No. 233, Laxetta, Varca, Salcete, Goa, both Indian Nationals, Hereinafter referred to as the **PURCHASER** of the **SECOND PART**.



All the parties to this Deed of Sale are Indian Nationals.

The expression **VENDORS** and the **PURCHASERS** shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, representatives, administrators, executors and assigns.

AND WHEREAS **VENDORS** are represented in this Deed by their attorney their daughter **MRS. LOREN MERGULHAO**, daughter of Mr. Aniceto Otoniel Olavo Carlos Pascoal Mergulhao and wife of Mr. Mario Benjamin Diniz, Aged 55 Years, Indian National, Service, holding Pan Card no. _____ holding Aadhaar Card no. _____, having Mobile No. _____, Not having E-mail Id, resident of H. no. 3/B, Aquem-Baixo, Opp Woods Residency, Navelim, Salcete, Goa herein by virtue of Power of attorney dated 13/10/2023 duly executed before Notary Zenia H. Fernandes under serial no. 7417/2023. Notarized copy is annexed herewith.

Diniz *Mergulhao* *Martins*

AND WHEREAS there exist a property known as "REPROVADO", situated at Varca, Village Panchayat of Varca, Taluka of Salcete, District of South Goa, State of Goa, described in land Registration Office of Salcete under no. 13,300 but enrolled in Land Revenue Office of Salcete under Matriz no.1094 and surveyed under survey No. 73/13 of Village of Varca of Salcete Taluka admeasuring 1175 sq. meters and is bounded as under:-

On the East: - By Joao Jose Da Costa e Agostinho Vas

On the West: - By Pascoal Dias and Father Negoccano Da Costa and others

On the North: - By Rosario Luiz.

On the South: - By drain of waters.

Hereinafter referred to as the "**Said Property**". More Particularly described in **SCHEDULED I** appearing herein under.

AND WHEREAS **Said Property** was originally belonging to Trindade Antonio Basilio Mergulhao and his wife Maria Epifania dos Reis Almeida Mendonca e Mergulhao.

AND WHEREAS said Trindade Antonio Basilio Mergulhao expired and upon his death Inventory Proceedings were initiated and among other Properties the **said Property** listed under item no. 11 in the list of assets was exclusively allotted to one of his son Mr. Aniceto Otoniel Olavo Carlos Pascoal Mergulhao, **VENDOR No. 1 herein.**

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Pascoal

Aniceto

AND WHEREAS the name of **VENDOR NO.1** is figuring in survey records in occupants column of Form I & XIV of survey No. 73/13 of Village of Varca of Salcete Taluka and there are no names figuring in tenants and other rights column.

ANDWHEREAS **VENDOR NO.2** is the wife of **VENDOR NO. 1** married under the regime of communion of assets who thus became the owner in possession of the **said Property**. Thus **VENDORS** are the absolute owners in possession and occupation of the **Said Property**.

AND WHEREAS **Said Property** falls in Settlement Zone as per Regional Plan for Goa according to the **Land Use Zoning Information Certificate** dated 07/09/2023 issued by Town & Country Planning Department under no. TPM4998/Zon-Inf/Varca/73/13/2023/4785.

AND WHEREAS the **VENDORS** herein are intending to sell the **Said Property** surveyed under survey no. 73/13 of Varca Village of Salcete Taluka hence the **PURCHASERS** have approached the **VENDORS** and has requested to sell to them the **Said Property** surveyed under survey no. 73/13 of Varca Village of Salcete Taluka,

AND WHEREAS **VENDORS** and **PURCHASERS** have decided and agreed mutually that the **VENDORS** shall conveyed and sell the **Said Property** to the **PURCHASERS** and **PURCHASERS** as consideration in kind shall construct the premises i.e. three Flats on the **said property** of the proposed project totally admeasuring super built up area of 248.22 sq mts to the **VENDORS** in exchange of the **Said property** surveyed under Survey No. 73/13 of the Village Varca of Salcete Taluka. The said Property is valued at Rs.97,30,000/- (Rupees Ninety Seven Lakhs Thirty Thousand Only).

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AND WHEREAS **VENDORS** and **PURCHASERS** have mutually agreed for the said Deal and there are no cash or money transaction.

AND WHEREAS the **PURCHASERS** herein have inspected the title documents of the **Said Property** belonging to the **VENDORS** and is satisfied with the right and title of the **VENDORS**.

AND WHEREAS the parties to this Deed of Sale are desirous of reducing into writing, the terms and conditions as agreed by them.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. The **VENDORS** hereby grant their exclusive right and sell the **Said Property** to the **PURCHASERS** and the **PURCHASERS** accepts the same for the consideration to be paid in kind subject to the terms and conditions herein provided.
2. In consideration, the **VENDORS** grant exclusive right for the sale of the said Property to the **PURCHASERS** under this Deed, the **PURCHASERS** shall pay to the **VENDORS** the consideration in kind by constructing and handing over premises having built up area admeasuring 248.22 sq. Mtrs of the proposed project i.e. Three Flats along with undivided Proportionate share in the Land to the **VENDORS**.

The details of the Flats to be allotted/granted to the **VENDORS** by the **PURCHASERS** are described in detail herein below.

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1. All that 2BHK Flat No. G/3 admeasuring Super built up area of 82.74 sq. Mtrs and built up area of 75.21 sq. Mtrs, located on Ground Floor of the Building B

2. All that 2BHK Flat No. F/3 admeasuring Super built up area of 82.74 sq. Mtrs and built up area of 75.21 sq. Mtrs, located on First Floor of the Building B

3. All that 2BHK Flat No. S/3 admeasuring Super built up area of 82.74 sq. Mtrs and built up area of 75.21 sq. Mtrs, located on Second Floor of the Building B, constructed in the Property mentioned in **Scheduled I hereunder** surveyed under survey no. 73/13 of Village of Varca of Salcete Taluka, situated at Varca, Village Panchayat of Varca, Taluka of Salcete, District of South Goa, State of Goa.

3. The **PURCHASERS** of its own and out of its own expenditure and cost shall obtain all further required permissions, sanctions, approval of plans, licenses from all concerned departments or local offices on payments of all charges/expenses thereto by the **PURCHASERS**.

4. The **PURCHASERS** on completion of said buildings Project shall of first instance hand over possession of Premises to the **VENDORS** as mentioned in Schedule II to the **VENDORS**, complete in all respect with Occupancy Certificate obtained from the concerned department for the same and on handing over the possession of **VENDORS** premises to the **VENDORS**, the **PURCHASERS** shall be entitled to retain for himself the remaining developed/constructed area together with the proportionate undivided share of land in the **Said Property** and shall be free to sell/agreed to sell the same to any third party/or its nominee as the **PURCHASERS** shall decide.

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5. The **PURCHASERS** shall complete the construction of the proposed buildings within a period of 36 months from the date of issuing construction license. However, the **PURCHASERS** shall be entitled for extension for a period of 6 months in the event the project is delayed for the reasons beyond the control of the **PURCHASERS** or on account of natural calamities or force majeure or any other natural event of atrocities which is not within the direct control of the **PURCHASERS**.

6. The **PURCHASERS** shall provide the copy of occupancy certificate issued by the competent authority to the **VENDORS** at the time of delivery of possession and the **VENDORS** before accepting the possession of Said Premises constructed by the **PURCHASERS**, shall get it inspected by their own engineer/architect or surveyor as the case may be and on such engineer/architect or surveyor granting permission and approval to occupy the same, the **VENDORS** will acknowledge the said possession.

7. The **PURCHASERS** hereby declares that **PURCHASERS** have inspected all the material title documents in possession of the **VENDORS** with regards to **Said Property** and that **PURCHASERS** are fully satisfied with the title of the **Said Property** in all respect and accordingly have entered in to this Deed with the **VENDORS**

8. The **VENDORS** declare that they have clear title to the **Said Property** free from all or any encumbrances, liabilities, charges, attachments or claims of inheritances of whatsoever nature in respect hereto and that there has been no prior agreement with any third party in respect thereto. In case of any defect in title by way of any liabilities, charges, attachment, or encumbrance or claims of inheritance in respect



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thereto, the **VENDORS** shall get it clear all such defects in title at their own cost and expenses without any liability to the **PURCHASERS**

9. That the **VENDORS** shall indemnify and keep indemnified the **PURCHASERS** till the completion of the Said construction against any loses damages, cost, etc. and the **PURCHASERS** shall not be liable for claims of any third parties in case title dispute arises in respect of the **SAID PROPERTY**.

10. That the **VENDORS** do hereby covenant with the **PURCHASERS** to sign all papers and documents and do all the things and matters as the **PURCHASERS** may require free from time to time in this behalf for completion of construction in the **said property**.

11. It is specifically agreed and understood between the parties that the **PURCHASERS** on completion of Building and on handing over complete possession of Said premises to the **VENDORS**, shall have full right of Ownership over the said Premises/built up area along with parking slots on ground level and other common facilities like easements compounds, water coarse, passages, common lights, liberties, right to common ways, swimming pool and parts and appurtenances whatsoever in the proposed project. The **VENDORS** shall be at liberty to deal with and/or dispose off the said **VENDORS** premises on such terms and conditions as the **VENDORS** may be deem fit and proper and for the said purpose the **VENDORS** shall be entitled to enter into a separate agreement for sale with the prospective purchasers in their own names and receive the sale proceeds thereof and appropriate the same to themselves, The **PURCHASERS** shall not take any objection and/or create any hindrance to the **VENDORS** to deal with and dispose off the

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said premises nor the **PURCHASERS** shall be entitled to **VENDORS** Premises agreed to be allotted to the **VENDORS** in the said property.

12. The **VENDORS** shall not be responsible for any outgoings or any other payments to whosoever or to any other government departments or otherwise towards the construction of this project and the whole and sole responsibility towards the same shall be that of the **PURCHASERS**

13. The **VENDORS** and the **PURCHASERS** hereby agree that construction of buildings in the **Said Property** shall be carried out by the **PURCHASERS** as per the specifications agreed.

14. The **VENDORS** shall never seek partition of the undivided share in the land corresponding to built up areas of the said premises constructed on the **SAID PROPERTY**.

15. The **VENDORS** are not liable to pay Service Tax, VAT, GST, Infrastructure Tax. However **VENDORS** are liable to pay Transformer charges, Electricity Connection Charges, Water & Sewerage Connection Charges, House Tax Registration Charges and other Taxes, stamp duty, registration charges and Levies and Legal Charges towards Conveyance, Deed of Sale in respect of premises of **VENDORS** allocation described herein above and the **PURCHASERS** shall not be liable to pay any such taxes and levies in respect of Premises allotted to **VENDORS**.

16. The **VENDORS** and the **PURCHASERS** or any one claiming through them shall, from the date of completion of the construction the New Building Complex maintain their respective Portions of Premises in the New Building Complex at their own cost in good Condition and shall not do or suffer to be done anything in or to their respective Premises and/or common areas, passages, lift or the common utilities and facilities

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provided to the New Building Complex which may be against law or which may cause obstruction or interference to the users of such common areas, passages, facilities, etc.

17. As there is no monetary transaction in this Deed only involving exchange of land for Construction of the built area 248.22 sq. Mtr is valued at Rs.97,30,000/- (Rupees Ninety Seven Lakhs Thirty Thousand Only) and for the purpose of stamp duty and registration rounded upto Rs.97,50,000/- (Rupees Ninety Seven Lakhs Fifty Thousand Only)

18. The **VENDORS** agrees that at the time of execution of Deed of sale between **PURCHASERS** and the **VENDORS**, shall join in the agreement of Sale/deed of sale as a party Similarly, if the **VENDORS** wishes to sell said allotted premises to them, the **PURCHASERS** shall join as a party to the said agreements/ deeds and shall sign and execute agreement/Deed of sale between the **VENDORS** and the **PURCHASERS**.

19. It is further agreed that the **VENDORS** shall Join as the member of the Co operative Housing Society/ OR Maintainance Society to be formed either by the **PURCHASERS** or by the occupants of the building and in the event the **VENDORS** shall join in and bear the proportionate cost of the registration charges e forming a Co-operative Housing Society and also the other expenses like Stamp duty and registration charges towards conveyance of title in favour of Society with respect of the said allotted premises.

20. Subject to clauses above, any delay in completion and delivery of the Said Premises, shall make liable the **PURCHASERS** to pay unto the **VENDORS** a consolidated sum of Rs.15,000/- (Rupees Fifteen thousand

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Only) per month as and by way of liquidated damages and compensation till handing over the possession of the Said Flats.

21. The **PURCHASERS** shall be entitled to enter into separate contracts in their own name with the architects and other for carrying out the said development at their risk and costs in the said Property.

22. It is also agreed that once the Occupancy Certificate is issued the **PURCHASERS** shall convey the Said allotted Premises by executing necessary deed of Exchange or Transfer in favour of the **VENDORS** whenever called upon by the **VENDORS**.



23. The **VENDORS** do hereby express their consent and no objection for the **PURCHASER** to apply for mutation of records in Form 1 & XIV in respect of the said Property hereby sold surveyed under survey No. 73/13 of Village of Varca of Salcete Taluka and further express their consent and No Objection to record the name of the **PURCHASER** as occupants thereof.

24. The **VENDORS** shall execute all documents which may be found necessary by them to be executed for conferring or confirming proper and clear title of the said Property hereby sold in favour of the **PURCHASER**, or for transferring all or whatever records in respect of the Property hereby sold, exclusively in the name of the **PURCHASER**.

25. The Executants declare that the subject matter of this Deed of sale does not pertain to occupancies of person belonging to Scheduled caste and Schedule Tribes.

26. TDS of 1% is paid by the **PURCHASERS** amounting to Rs. 97,300/- (Rupees Ninety Seven Thousand Three Hundred Only) vide two different Challans bearing No. 02152, BSR Code no. 0510002, CIN no.

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23112200019838HDFC and acknowledgment no. AK13237722 and vide Challan bearing no.01939, BSR Code no. 0510002, CIN no. 23112200017980HDFC and acknowledgment no. AK13236510, dated 22/11/2023. Copies of the said Certificates are annexed herewith.

27. The **VENDORS** covenants that in case at any time in future if any objection is raised to the present sale or if the present sale is challenged in any Court of Law by any party claiming any share, right, title or interest by virtue of inheritance or by operation of Law, Agreement or by any other mode in the **Said Property** than the **VENDORS** shall be fully liable and responsible to settle any such right, share, title, interest or Claim of the Third Party and the **PURCHASER** shall in no way be responsible and liable to settle such claims.

28. The market value of the Said Property hereby sold is Rs.97,30,000/- (Rupees Ninety Seven Lakhs Thirty Thousand Only) which is fair market value of the vicinity .

SCHEDULE-I

(DESCRIPTION OF THE SAID PROPERTY)

All that Property known as "**REPROVADO**", situated at Varca, Village Panchayat of Varca, Taluka of Salcete, District of South Goa, State of Goa, described in land Registration Office of Salcete under no. 13,300 and enrolled in Land Revenue Office of Salcete under Matriz no.1094 and surveyed under survey No. 73/13 of Village of Varca of Salcete Taluka admeasuring 1175 sq. meters and is bounded as under:-

On the East: - By Joao Jose da Costa e Agostinho Vas

Joao Jose da Costa e Agostinho Vas

Agostinho Vas

Agostinho Vas

On the West: - By Pascoal Dias and Father Negocciano da Costa and others

On the North: - By Rosario Luiz .

On the South: - By drain of waters.

IN WITNESS WHEREOF, the Parties have signed and executed this Deed of Sale on the day, month and year first herein above written in the presence of attesting witnesses signed below.




Amir

R. L.

Fernando






Signed and delivered by the within named
VENDORS through their attorney
MRS. LOREN MERGULHAO

	<p>Signature:- <i>Loren</i></p> <p>MRS. LOREN MERGULHAO</p>
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FINGER PRINTS OF MRS. LOREN MERGULHAO

L. H. F. I.



				
Little finger	Ring finger	Middle finger	Index finger	Thumb

R. H. T. I.

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

Loren


Loren

Loren

Signed and delivered by the within named

PURCHASER No. 1 M/s S. F. BUILDERS Represented herein by its partner



MR. STANLEY ASHOK MARTINS

	<p>Signature:- <i>Stanley Ashok Martins</i></p> <p>1. MR. STANLEY ASHOK MARTINS</p>
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FINGER PRINTS OF MR. STANLEY ASHOK MARTINS

L. H. F. I.



				
Little finger	Ring finger	Middle finger	Index finger	Thumb

R. H. T. I.

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

Stanley

Stanley

Martins

PURCHASER No.2: MRS. FRENIA MARGARATE MARTINS
alias FRENIA MARGARATE PEREIRA






	<p>Signature:- <i>F. Martins</i></p> <p>2. MRS. FRENIA MARGARATE MARTINS alias FRENIA MARGARATE PEREIRA</p>
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FINGER PRINTS OF MRS. FRENIA MARGARATE MARTINS
alias FRENIA MARGARATE PEREIRA

L. H. F. I.

				
Little finger	Ring finger	Middle finger	Index finger	Thumb

R. H. T. I.

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

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Bela

Luertino



WITNESSES:

1. Name: Mr. Neckil Ramesh Bandodkar

Address:- H no. 267, Veroda,

Cuncolim, South Goa

Aadhaar No.

Signature: -



2. Name: - Miss. Piona D'costa

Address: - H.no. 15, Betiabhat, Deao

Quepem Goa

Aadhaar No. 4

Signature: -




Pinu

Pinu

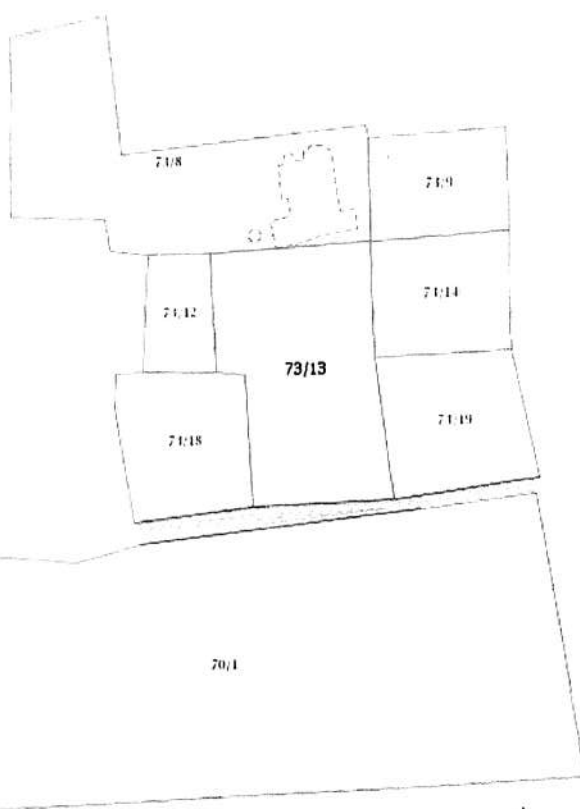
Pinu



Government of Goa
Directorate of Settlement and Land Records
Survey Plan
Salcete Taluka, Varca Village
Survey No.: 73 , Subdivision No.: 13

Scale 1:1000

Reference No.: CMAR23-38410-1224842



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R. B.

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This record is computer generated on 04-09-2023 01:01:01. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd 24-Apr-2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in/>.

NOTE: PLAN TO BE PRINTED ON A4 SIZE

Ami



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 28-Nov-2023 12:28:55 pm

Document Serial Number :- 2023-MGO-5151

Presented at 12:23:43 pm on 28-Nov-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	438800
2	Registration Fee	292500
3	Mutation Fees	2000
4	Processing Fee	3320
Total		736620

Stamp Duty Required :438800/-




Stamp Duty Paid : 438850/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	STANLEY ASHOK MARTINS ,Father Name:Vasco Martins, Age: 47, Marital Status: ,Gender:Male,Occupation: Business, Address1 H. No. 233, Laxetta, Varca, Salcete, Goa, Address2 - , PAN No.:			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	STANLEY ASHOK MARTINS , Father Name:Vasco Martins, Age: 47, Marital Status: Married ,Gender:Male,Occupation: Business, Laxetta, Varca, Salcete, GoaSalcete, Margao, Goa, PAN No.:			
2	STANLEY ASHOK MARTINS , Father Name:Vasco Martins, Age: 47, Marital Status: ,Gender:Male,Occupation: Business, H. No. 233, Laxetta, Varca, Salcete, Goa, PAN No.:			
3	FRENIA MARGARATE MARTINS Alias FRENIA MARGARATE PEREIRA , Father Name:Carlos Pereira, Age: 40, Marital Status: ,Gender:Female,Occupation: Housewife, H. No. 233, Laxetta, Varca, Salcete, Goa, PAN No.:			
4	LOREN MERGULHAO , Father Name:Aniceto Otoniel Olavo Carlos Pascoal Mergulhao, Age: 55, Marital Status: ,Gender:Female,Occupation: Service, H. no. 3/B, Aquem-Baixo, Opp Woods Residency, Navellim, Salcete, Goa, PAN No.: , as Power Of Attorney Holder for EMA BELINDA SANTOS FERNANDES Alias EMA BELINDA MERGULHAO			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
5	LOREN MERGULHAO , Father Name:Aniceto Otoniel Olavo Carlos Pascoal Mergulhao, Age: 55, Marital Status: ,Gender:Female,Occupation: Service, H. no. 3/B, Aquem-Baixo, Opp Woods Residency, Navellm, Salcete, Goa, PAN No.: , as Power Of Attorney Holder for ANICETO OTONIEL OLAVO CARLOS PASCOAL MERGULHAO			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: NEEKIL RAMESH BANDODKAR, Age: 34, DOB: 1989-07-15 , Mobile: , Email: , Occupation: Advocate , Marital status : Unmarried , Address: 403703, H.NO. 267 VERODA CUNCOLIM SALCETE GOA, H.NO. 267 VERODA CUNCOLIM SALCETE GOA, Cuncolim, Salcete, South Goa, Goa			
2	Name: Piona DCosta, Age: 24, DOB: 1999-10-27 , Mobile: , Email: , Occupation: Self Employed , Marital status : Unmarried , Address: 403705, H. no. 15 Betiabhat Deao Quepem Goa, H. no. 15 Betiabhat Deao Quepem Goa, Deao, Quepem, South Goa, Goa			




Sub Registrar
-Cum-
Sub Registrar
Salcete

Document Serial Number :- 2023-MGO-5151

Document Serial No:-2023-MGO-5151

Book :- 1 Document

Registration Number :- **MGO-1-5007-2023**

Date : 28-Nov-2023

[Signature]

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

Cum-
Sub Registrar
Salcete

Priya Eliviro
LDC

