REALTERS





₹ 0538000/-

FOR CITIZENCREDIT CO-OP. BANK LTD.

Name of Purchasor L. Realters



Jella Authorised Signatery

1199/2021

PON-1-1159-2021



## **DEED OF SALE**

THIS INDENTURE, made and entered on this 11th day of August in the year Two Thousand Twenty One (11/08/2021), within the registration Sub District and Taluka Ponda, District of South Goa, State of Goa, (1) MRS. ASMAT BI HASHMAT BI ALIAS HASMAT BI HUSSAIN SHAIKH ALIAS HASMAT BI HUSSAIN SHAIKH, daughter of Shaikh Babar, major, age 45 years, married, housewife, Indian National, holding Aadhar 🗸 Card No. and Pan Card No. and her husband (2) MR. SHAIKH HUSSAIN ALAIS XEC USSEIN ALIAS HUSSAIN YUSUF SHAIKH son of Shaikh Yusuf, major, age 48 years, married, service, Indian National, holding Aadhaar Card No. Card No. , both residing at H. No. 323/720, Amaral Vaddo, Taleigao, Ilhas Goa, (3) MR. SHAIKH FAROOKH ALIAS SHAIK FARUK ALIAS FAROOQ BABER SHAIKH ALAIS FAROOK SHAIKH, son of Shaikh Babar, major, 44 years of age, married, businessman, Indian National, holding Aadhaar Card No. and Pan Card No. and his wife (4) MRS. SULTANA SHAIKH ALIAS SULTANA BI ALIAS SULTANA BI SHAIKH, daughter of Jellani Mandchandkop, major, 31 years of age, married, housewise, Indian National, holding Aadhaar Card No. ānd Pan Card No. , both resident of Ponda-Goa, hereinafter referred to as THE VENDORS (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators and assigns) OF THE ONE PART.

#### AND

(5) M/S. R R REALTERS, a partnership firm, having office at Shop No. G 3, Ashvek Residency, Santa Cruz Ponda-Goa, having Pan Card No.

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GANAPAT NAIK, son of Shri. Ganapat Naik, major, age 43 years, married, businessman, holding Pan Card No.

, Indian National, resident of H. No. 363, Opp. Viraj Wood Industry, Perigol, Kavlem, Ponda-Goa, hereinafter referred to as THE PURCHASERS (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators and assigns) OF THE OTHER PART.

WHEREAS at village Ponda there exist two landed properties known as (a) "BAZARBATA" alias "TORLEM BHAT" situated at Village Ponda of Taluka and Sub District of Ponda of the South Goa, District of the State of Goa which land is registered in the office of Comarca of Ilhas Goa under of the South Goa, District of the State of Goa which land is registered in the office of Comarca of Ilhas Goa under of 20569, of at pages 25V Book B 55 new and enrolled in the matriz records under No. 492, and surveyed under No. 1/1 of village Ponda an area of 2525.00 sq. mtrs., in which there exists two residential house and open land within the area of Ponda Municipal Council and which land is found inscribed in the said registration office of Ilhas under inscription No. 2396.00 of Book G 37 and which land as a distinct unit is bounded as under: On the East: by Municipal building and public road,

On the West: by paddy field of Cajis under Survey No. 11 of Village Ponda, On the North: by Coconut grove and houses of Caetano Joaquim De Costa under Survey No. 10/4 of village Ponda,

On the South: by ditch of rainy water.

(B) Lote No. 1 of the property known as "GORBHAT" alias "POLMAR DE HORDICHEM MOLA AO SUL DE TILVASSAY" situated at Village Curti (now Ponda) within the area and jurisdiction of Ponda Municipal Council of

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the Taluka and Sub District of Ponda of the South Goa District of the state of Goa and which land is registered in the land registration office of Ilhas Goa under No. 7283 of Book B-19 new and wholly enrolled in the matriz records under No. 124 and forms part of the old cadastral Survey No. 144 with an area of 2400.00 sq. mtrs., and which land as a separate and distinct unit is bounded as under:

On the East: by the Lote No. II,

On the West: by the survey No. 128 of village Ponda,

On the North: partly by Lote No. IV and partly Lote No. V,

On the South: by public road.

Out of an area admeasuring 2400.00 sq. mtrs., Govt. of Goa has acquired land admeasuring 105.00 sq. mtrs. Therefore balance land of the said property is admeasuring 2295.00 sq. mtrs.

AND WHEREAS by virtue of its allotment made to them in the Public Deed dated 07/05/1953 drawn by Head Clerk cum Notary of the Jalgado Municipal Especial of Ponda Ramnatha shetio, in Book No. 305, at pages 28, late Shaik Mahamod Babar and his wife Fatimabi became the absolute owners of the property described at alphabet (a) above.

AND WHEREAS the land described at (b) above came to the ownership and possession of Shaikh Mamod Babar by virtue of Deed of partition dated 30/10/1972 and lodged for registration in the office of Sub Registrar Ponda on 6/11/1972 under serial No. 281 and duly registered under No. 267 at Pages 357 to 363 of Book No. I, Volume No. XIX dated 10/11/1972.

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AND WHEREAS Fatimabai the wife of Shaikh Mamod Babar died on 20/08/1960 whereas Shaikh Mamod Babar died on 02/11/1994 and in terms of Deed of Succession dated 19/8/1998 drawn at pages 22 of Notorial book for Deeds No. 387 after their death their three children namely:

- a. Shaikh Yassin married to Hanifa Bi
- b. Mr. Shaikh Babar married to Dominga fernandes alias Razia Shaikh Babar
- c. Mr. Shaikh Hassan married to Nasimabi Shaikh

Have inherited said property from Shaikh Mamod Babar in terms of law of succession and inheritance prevailing in the State of Goa.

AND WHEREAS Shaikh Yassin died and in terms of deed of succession dated 16/06/2017 drawn at Pages 15 to 17 of Notorial book for deeds No. 418 after their death of Mr. Yasin Mahammad Shaikh alias Xec Yassin alias Shaikh Yasin Mahammed alias Shaikh Yassin Mahammad alias Shaikh Yassin Mahamad alias Shaikh Yassin Mahamad alias Shaikh Yassin Mahamad alias Shaikh Haneefabi alias Hanifa alias Haneefam Bi alias Anifam Bi alias Shaikh Haneefabi alias Hanifa alias Haneefam Bi and five children namely Xec Barcat Ali alias Barkatali Yassin Shaikh married to Shabana Mehaboob Shaikh, Mrs. Shaikh Azizabi married to Xec Akbar alias Shaikh Akbar Mrs. Shaira bi Shaikh married to Tauseef Ahmad A. M. Ansari, Mr. Xec Erfan Alli alias Irfan Yasin Shaikh married to Shahin Sheikh alias Shahin Sheikh inherited the said property jointly in terms of law of succession and inheritance prevailing in the State of Goa and are the joint owners of the said property along with other heirs of Shaikh Mamod Babar.

AND WHEREAS said Shaikh Babar and his wife Dominga Fernandes alias Razia Shaikh Babar both died and in terms of Deed of Succession dated

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01/08/2017 drawn at pages 63 to 64 of the notarial book for deeds No. 418 upon their death Mrs. Hashmat Bi married to Xec Ussein alias Shaikh Hussain and Shaik Faruk alias Shaikh Farookh married to Sultana Bi alias Sultana Shaikh inherited the said property jointly in terms of law of succession and inheritance prevailing in the State of Goa and are the joint owners of the said property along with other heirs of Shaikh Mamod Babar.

AND WHEREAS the aforesaid parties have mutually agreed to divide the said properties amongst themselves in order to avoid any future dispute with regards to the said properties and accordingly for the purpose of partition divided the said properties into the plots as described below:

Plots in the property Surveyed under No. 1/1

a. Plot 'A' having an area admeasuring 1236.00 sq. mtrs., with the existing residential house bearing Ponda Municipality No. 8/1/3 bounded as under:

North: by plot 'B' of the same property,

South: by rain water nallah,

East: by the property surveyed under No. 1/ 2 (Public Road and Municipality Garden),

West: by the property surveyed under No. 11/4, 11/5, 11/26 and 11/27.

b. Plot 'B' having an area admeasuring 512.00 sq. mtrs., with the existing residential house bearing Ponda Municipality No. 8/1/2 bounded as under:

North: by plot 'C' of the same property,

South: by plot 'A' of the same property,

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East: by the property surveyed under No. 1/2 (Public Road and Municipality Garden),

West: by the property surveyed under No. 11/2, 11/3, 11/4, 11/28 and 11/29.

c. Plot 'C' having an area admeasuring 259.00 sq. mtrs., is bounded as under:

North: by plot 'D' of the same property,

South: by plot 'B' of the same property,

East: by the property surveyed under No. 1/2 (Public Road and Municipality Garden),

West: by the property surveyed under No. 11/29, 11/30, and 11/31.

Plot 'D' having an area admeasuring 259.00 sq. mtrs., is bounded as under:

North: By plot 'E' of the same property,

South: By plot 'C' of the same property,

East: By the property surveyed under No. 1/2, (Public Road and Municipality Garden)

West: Partly by the property surveyed under No. 11/32, and 11/33.

e. Plot 'E' having an area admeasuring 259.00 sq. mtrs. is bounded as under:

North: By the property surveyed under No.10/4,

South: By plot 'D' of the same property,

East: By the property surveyed under No. 1/2, (Public Road and Municipality Garden)

West: Partly by the property surveyed under No. 11/33, 11/34 and 11/35.

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AND WHEREAS vide Deed of Partition dated 28/11/2019 registered before the Sub-Register of Ponda under Book 1 Document, Registration Number:-PON-1-136-2019, dated 14/02/2019 between said Smt. Hanifabi Bi alias Anifam Bi Alias Shaikh Haneefabi alias Hanifa Alias Haneefam Bi Alias Hanifa Bi Shaikh, Mr. Xec Barcat Ali Alias Barkat Ali Alias Barkatali Yassin Shaikh Alias Shaikh Barkatali Yasin, Mrs. Shabana Mahaboob Shaikh Alias Shabana Barkat Ali Shaikh Alias Shabana Barkatali Shaikh, Mrs. Shaikh Azizabi Alias Aziza Bi Nisar Shaikh, Mr. Shaikh Nisar Zakaria Alias Nisar Zakaria Shaikh Alias Nisar Z Shaikh, Mrs. Fatima Bi Shaikh Alias Fatima Shaikh, Mr. Xec Akbar Alias Shaikh Akbar, Mrs. Shaira Bishiakh Alias Saira Bi Yasin Shaikh Alias Saira Tauseef Ansari, Mr. Tausif Ansari Alias Tauseef Ahmad Abdul Majeed Ansari Alias Tauseef Ahmad A Ansari, Mr. Xec Erfan Alli Alias Irphan Yasin Shaikh Alias Irfan Yasin haikh Alias Irfan Yashin Shaikh, Mrs. Shahin Sheikh Alias Shahin Irfan Shaikh, and Mrs. Asmat Bi Alias Hasmat Bi Hussain Shaikh Alias Hasmat Bi Hussain Shaikh and Mr. Shaikh Farookh Alias Shaik Faruk Alias Farooq Baber Shaikh Alias Farook Shaikh, Mrs. Sultana Shaikh Alais Mrs. Sultana Bi Alias Sultana Bi Shaikh and Shaikh Hassan Alias Xec Hassan Mamod Alias Xec Hassan, Nasimabi Alias Nasima Shaikh and all above parties has partitioned the property amongst themselves and Vendors has been allotted the Plot B and C describe in above and schedule Il and III becomes the absolute owner thereof.

AND WHEREAS the Purchasers are purchasing the said Plots B and C mentioned in Schedule II and III by paying certain consideration amount of Rs.2, 00, 000/- (Rupees Two Lakhs only) and in terms of kind as purchasers will be constructing building over the said property by amalgamating the

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purchasers individual plots purchased earlier and present plots and purchasers are providing in terms of kind to vendors a Duplex No. F-4 admeasuring 147.99 sq. mts., (Super Built up area) along with open terrace admeasuring area 75.53 sq. mts., and Flat No. F3 admeasuring 95.59 sq. mts., (Super Built up area) along with open terrace 21.43 sq mts., and Shop No. 7 admeasuring 29.71 sq. mts., (super built up area) and Shop No. 8 admeasuring 27.93 sq. mts., (super built up area) a total Built up area to be given in kind is 301.22 sq. mts., to the Vendors after completion of the building.

AND WHEREAS SGPDA office Ponda-Goa, has issued No Objection Certificate under Reference No. SGPDA/R/3228/70/ 21-22 dated 15/07/2021 respect to Plot No. B, admeasuring area 512 sq. mts., and Plot C, active assuring area 259 sq. mts., of Village Ponda bearing Survey No. 1/1 of aluka Ponda.

AND WHEREAS it is understanding between the vendors and purchasers that Vendors will sign all the Agreements, Sale Deed with respect to the Building to be constructed in Plot mentioned in Schedule II and III by the purchasers as a developer or till handing over the possession of the said flat by the purchasers to the Vendor as agreed above.

AND WHEREAS pursuant to an agreement between the parties hereto, the vendors have agreed to sell and the purchasers have agreed to purchase from the vendors the said Plot No. B admeasuring area 512 sq. mts., with the existing structure and Plot No. C admeasuring area 259 sq. mts., at/for a total price consideration of Rs. 2, 00, 000/- (Rupees Two Lakhs only) and in kind being its fair market value. The Purchaser hereby pays Stamp Duty and

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Registration charges as per the present valuation. The purchasers hereby shows the consideration of above plots for Rs. 1,19,50,500/-(Rupees One Crore Nineteen Lakhs Fifty Thousand Five Hundred Only) and pays stamp duty of Rs. 5, 38, 000/- being its fair market value.

AND WHEREAS the purchasers have requested the vendors to execute the requisite Deed of Sale in his favour, which the vendors hereby do.

## NOW THEREFORE THIS INDENTURE WITNESSETH THAT

1. That in pursuance to the said agreement and in consideration of the price of Rs. 1,19,50,500/-(Rupees One Crore Nineteen Lakhs Fifty Thousand Five Hundred Only) out of Rs2,00,000/- (Rupees Two Lakhs only) is paid by way of Cash/cheque and remaining amount is paid interms of Kind mention above is paid by the purchasers to the Vendors (the receipt of which sum the vendors do hereby admit and acknowledge and acquit and discharge the purchasers from the same and every part thereof) the vendors as the absolute owner of the said Plot do hereby grant, convey, transfer, sell, relinquish and assure unto the purchasers ALL THAT plot of land being Plot No. B and C more particularly described in Schedule written hereunder and more clearly shown in red lines on the plan attached hereto, together with all the structures, yards, compounds, sewers, fences, trees, passages, commons, gullies, watercourses, lights, liberties, privileges, rights easements, as also the rights to the common ways and paths whatsoever to the said plot or any part thereof belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong thereof and all estates, rights, title, interest, property, claim and demand whatsoever at law and equity of them along with all

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the rights to the licenses, permissions, approvals, sanads, plans etc in connection with the said plot and every part thereof TO HAVE AND TO HOLD all the said Plot No. B and C and hereditaments hereby conveyed and assured and expressed to be with its appurtenances as also rights and privileges of all permissions, licenses, approval, sanad etc. unto and to the use of the purchaser forever subject to the payment of all rents, rates, taxes, assessments, dues and duties, fines and penalties hereafter to become due and/or payable to the Government or local authority or any other public body in respect thereof.

2. The Vendors hereby covenant with the purchasers do notwithstanding any act, deed, matters or things whatsoever done by the vendors or by any person or persons lawfully or equitably claiming from, nder or in trust for them, made, done, omitted or executed knowingly or illingly suffered to the contrary the Vendors, now have in them good right and absolute powers to grant, transfer, convey and assure the said plot unto and to the purchasers in the manner aforesaid and it shall be lawful to the purchasers from time to time and at all time hereinafter peacefully and quietly to hold, possess, own and enjoy the said plot and the rights to use the plans, approvals, licenses etc., hereby granted with the appurtenances and to receive the rents and profits for his own use and benefit without any lawful eviction, interruption, claim or demand whatsoever by the Vendors or from by any other person or persons lawfully or equitably claiming by from, under or in trust for the Vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendors sufficiently saved, defended, kept harmless and indemnified of, from and against all estate, charges and encumbrances whatsoever either already or

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to be hereafter had, made, executed, occasioned and suffered by the vendors or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them, and further that the Vendors and all persons having or lawfully equitably claiming any estate, right title or interest at law or in equity in the said plot hereby granted or any part thereof by, from or under or in trust for him.

3. The Vendors shall and will from time to time and at all times hereafter at the request and cost of the purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds and things, matters and assurances in law whatsoever for better and more perfectly assuring the said Plot No. B and C the licenses, permissions, perovals etc., hereby granted to and unto the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

Vendors have not done, committed or knowingly or willingly suffered or been a party or privy to any act, deed or thing whereby the Vendors are prevented from granting and conveying the said plot in the manner aforesaid and whereby the same or any part thereof are, is can or may be charges, encumbered or prejudicially effected in estate, title or otherwise whatsoever.

5. The Vendors further covenant with the purchasers that the said Plot No. B and C hereby sold is free from tenants, mundcars, or any other persons or person having any right or obligation therein and if for any defect in the title of the Vendors, the purchasers is deprived of the said Plot or any

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parts thereof then the Vendors do hereby undertake to indemnify fully the purchasers.

- 6. The Vendors further declare that their right to the said Plot No. B and C hereby sold subsist and the same is free from any encumbrances, charges and liens of any other nature and further give their no objection to transfer the said plot in the name of the purchasers in the mutation entry of survey records of Revenue Ponda Village of Ponda Taluka.
- 7. The purchaser has been represented by its partner by virtue of authority letter dated 16/08/2021.

#### SCHEDULE (DESCRIPTION OF PROPERTY)

ALL that property known as "BAZARBATA" alias "TORLEM BHAT", situated at Village Ponda Near Ponda Municipal Council, of Taluka and Sub District of Ponda of the South Goa, District State of Goa which land is registered in the Office of Ilhas Goa under No.20569 of Book B 55 New and enrolled in the Matriz records under No.492 surveyed under Survey No.1/1 of Village Ponda of an area 2525.00 sq. mts., in which there exist two residential house and open land within the area of Ponda Municipal Council, and which land is found inscribed in the said land registration office of Ilhas under Inscription No. 2396.00 of Book G 37 and which land as a distinct unit is bounded as under:-

By the East: By the Municipal Road after which lies the Municipal Garden,

By the West: By the paddy field under Survey No.11 of Village Ponda,

By the North: By the Survey No. 10/4 of Village Ponda,

By the South: By the Nallah.

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#### (SCHEDULE II PLOT 'B'HEREBY SOLD)

ALL THAT Plot 'B' having an area admeasuring 512.00 sq. mtrs., with the existing structure bearing Ponda Municipality No. 8/1/2 of the bigger property known as "BAZARBATA" alias "TORLEM BHAT", situated at Village Ponda Near Ponda Municipal Council, of Taluka and Sub District of Ponda of the South Goa, District State of Goa which land is registered in the Office of Ilhas Goa under No.20569 of Book B 55 New and enrolled in the Matriz records under No.492 surveyed under Survey No.1/1 of Village Ponda of an area 2525.00 sq. mts., in which there exist two residential house and open land within the area of Ponda Municipal Council, and which land is found inscribed in the said land registration office of Ilhas under ascription No.2396.00 of Book G 37 is bounded as under:

ast: By Public Road and Municipal Garden,

West: By the property surveyed under No. 11/2, 11/3, 11/4, 11/29,

North: By plot C, South: By plot A.

### (SCHEDULE III PLOT 'C' HEREBY SOLD)

ALL THAT Plot 'C' having an area admeasuring 259.00 sq. mtrs., of the bigger property known as "BAZARBATA" alias "TORLEM BHAT", situated at Village Ponda Near Ponda Municipal Council, of Taluka and Sub District of Ponda of the South Goa, District State of Goa which land is registered in the Office of Ilhas Goa under No.20569 of Book B 55 New and enrolled in the Matriz records under No.492 surveyed under Survey No.1/1 of Village Ponda of an area 2525.00 sq. mts., in which there exist two residential house and open land within the area of Ponda Municipal Council,

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and which land is found inscribed in the said Land Registration office of Ilhas under inscription No.2396.00 of Book G 37 is bounded as under:

North: By plot 'D', South: By plot 'B',

East: By Public Road and Municipal Garden.

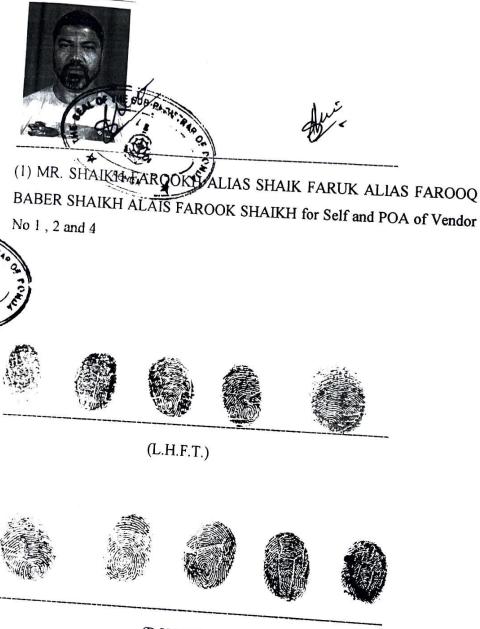
West: by the Survey No. 11/29, 11/30 and 11/31.

The vendor no. 1,2,and 4 are being represented herein by MR. SHAIKH ROOKH ALIAS SHAIK FARUK ALIAS FAROOQ BABER SHAIKH ACAIS FAROOK SHAIKH, son of Shaikh Babar, major, 44 years of age, warried, businessman, Indian National, holding Aadhaar Card No. 411655870931, and Pan Card No. DRYPS4987Q, resident of Ponda Goa the Vendor no. 3 herein as there attorney constituted in terms of power of Attorney dated 14/02/2019 under Serial No. 668/19 executed before Notary Ponda R S Naik.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day and year first hereinabove written.

Signed and delivered by the within named vendors



(R.H.F.T.)

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Signed and delivered by the within named purchaser



(2) M/S. R R REALTERS (REPRESENTED THROUGH ITS PARTNER)





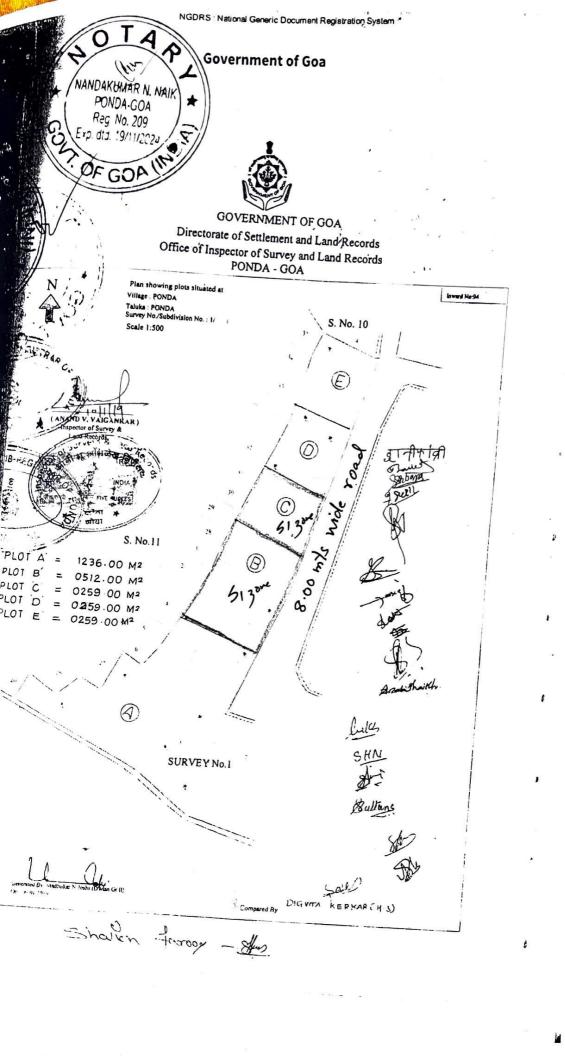
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(R.H.F.T)

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National Generic Document Registration System



## **Government of Goa**

# **Document Registration Summary 2**

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

Print Date & Time : - 30-Aug-2021 11:40:16 am

Document Serial Number :- 2021-PON-1199

presented at 11:25:36 am on 30-Aug-2021 in the office of the Office of the Civil Registrar-cum-Sub

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Sr.No	Description			
1	Stamp Duty		Rs.Ps	
2	Registration Fee		537800	
3	Mutation Fees		358520	
4			1000	
WO.	Processing Fee		1020	
Stamp Duty Regu	irod (Engage)	Total	898340	
Stamp Duty Requ	aned .53/800/-	Stamp Duty P	aid : 538000/-	

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)	Party Name and Address				
	MS R R REALTERS Represents 1 To	Photo	Thumb	Signature	•
	VISHANT GANAPAT NAIK ,Father Name:Ganpat Naik,Age: 43, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Santa Cruz Ponda Goa, Address2 - Ponda Goa, PAN No.:			distail	

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NO

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0	Party Name and Address			2
	SHAIKH FAROOKH ALIAC CHANGE	Photo	Thumb	Signature
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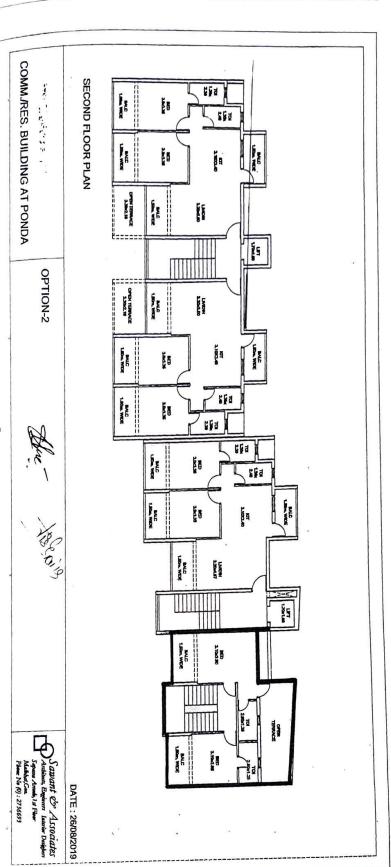
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BABE	AROOKH ALIAS SHAIK FARUK ALIAS FAR R SHAIKH ALIAS FAROOK SHAIKH , Fathe Name:Shaikh Babar, Age: 44, tus: Married ,Gender:Male,Occupation: Bus Ponda Goa, PAN No.:	r	大型 ·		Signature -
VISHANT G	REALTERS Represented Through Its Partr ANAPAT NAIK , Father Name:Ganpat Naik, 43, us: Married ,Gender:Male,Occupation: Bus Santa Cruz Ponda GoaPonda Goa, PAN No.:	Age:			Al Cail

ness: individually/Collectively recognize the Vendor, Purchaser,

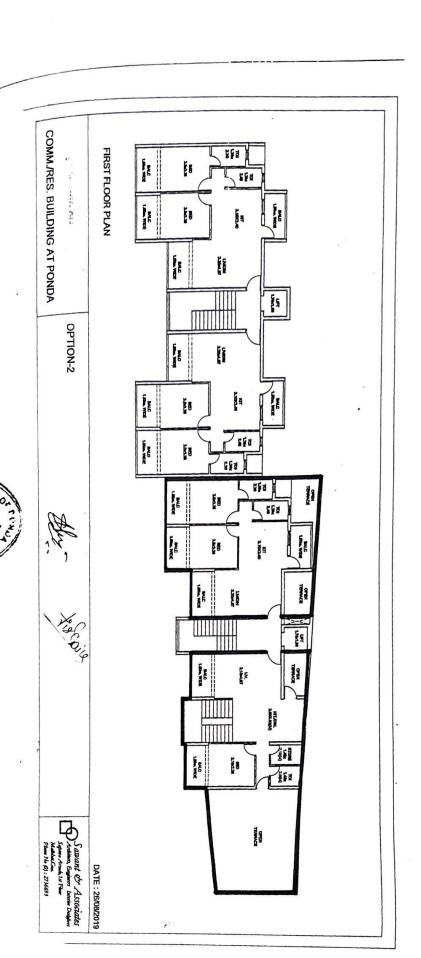
Party Name and Address	Photo	Thumb	Signature
Name: SAIRAJ LAXMIKANT PHADTE, Age: 27, DOB: , Mobile: , Email: , Occupation: Advocate , Marital status: Unmarried . Address: 403401, Marcaim, Ponda, SouthGoa, Goa			James
Name: PRITESH DATTA NAIK, Age: 40, DOB: , Mobile: 9812068171 , Email: , Occupation: Advocate , Marital status : Marital . Address: 403401, Priol, Ponda, SouthGoa, Goa			
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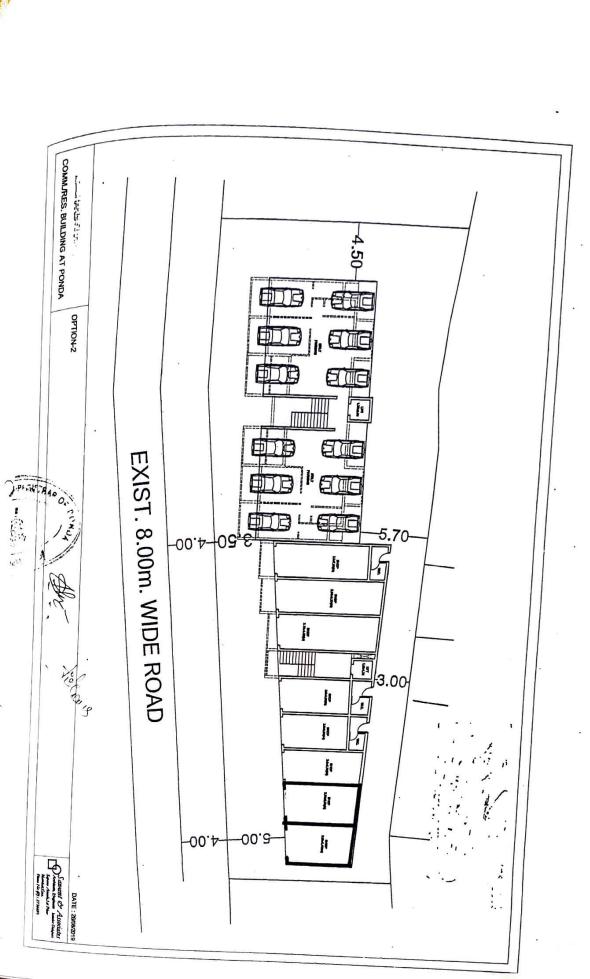
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Book :- 1 Document

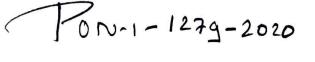
Registration Number :- PON-1-1159-2021

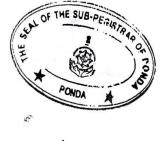
Date: 30-Aug-2021

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

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DEED OF SALE

Contd/-

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THIS DEED OF SALE is made and entered on this 25<sup>th</sup> day of September 2020.

#### **BETWEEN**

MR. SHAIKH HASSAN ALIAS XEC HASSAN
 MAMOD ALIAS XEC HASSAN, son of Shaikh
 Mohammad, major, 70 years of age, married,
 businessman, Indian National, holding Aadhar card
 No.
 and Permanent Account No.

and his wife,

, both residing at H. No. 8/1/3, Near Ponda Municipal Council, Sadar, Ponda-Goa, hereinafter jointly referred to as 'VENDORS' (which expression unless repugnant to the context meaning thereof shall include their heirs, legal representatives, administrators, and assigns) of the 'ONE PART'.

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#### **AND**

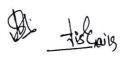
M/S. R. R. REALTERS, a partnership firm, duly registered in the office of the registrar of firms at Panaji under No. 99/2014 having its office at Shop No. G-3, Ashwek Residency, Opp. Anand Bhavan, St. Cruz, Tisk, Ponda-Goa, holding Permanent Account No. represented by its partners, MR. VISHANT GANPAT NAIK, son of Ganpat Naik, major, 43 years of age, married, businessman, Indian National, holding Aadhar Card No. and Permanent Account No.

residing at H. No. 363, OPP. Viraj Wood Industry, Perigol, Kavlem, Ponda-Goa, authorised by its partners Mr. Sakib Gafar Shaikh, major, married, businessman, residing at H. No. 223, Patantali, Kavlem, Ponda-Goa, hereinafter referred to as "THE PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof, include its current and future partners, heirs, successors-in-interest, executors, administrators, & assigns) of the SECOND PART.

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WHEREAS at village Ponda there exist two landed properties as "BAZARBATA" known "TORLEM BHAT" situated at village Ponda, of Taluka and sub district of Ponda of the South Goa, district of the State of Goa which land is registered in the office of Comarca of Ilhas Goa under No. 20569 of at pages 25V Book B 55 new and enrolled in the Matriz records under No. 492 and surveyed under No. 1/1 of village Ponda of an area of 2525.00 sq. mtrs. in which there exists two residential house and open land within the area of Ponda Municipal Council and which land is found inscribed in the said land registration office of Ilhas under inscription No. 2396.00 of Book G 37 and which land as a distinct unit is bounded as under:

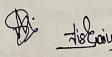
East: By the municipal Building and Public road.

West: By the paddy field of Cajis under survey No.

11 of village Ponda.

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North: By the Coconut grove and houses of Caetano

Joaquim De Costa under survey No. 10/4 of

village Ponda.

South: By the ditch of rainy water.

Hereinafter referred to as the Said Property.

AND WHEREAS by virtue of its allotment made to them in the Public Deed dtd. 07<sup>th</sup> May 1953 drawn by Head Clerk cum Notary of the Julgado Municipal Especial of Ponda, Ramnatha shetio, in Book No. 305, at pgs. 28, late Shaik Mahamod Babar and his wife Fatimabi became the absolute owners of the property described above.

AND WHEREAS Fatimabi the wife of Shaikh Mamod Babar died on 20/08/1960 whereas Shaikh Mamod Babar died on 02/11/1994 and in terms of Deed of Succession dtd. 19/08/1998 drawn at page 22 of Notorial book for deeds No. 387 after their death their three children namely:

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- a. Shaikh Yassin married to Hanifa Bi
- b. Mr. Shaikh Babar married to Dominga
   Fernandes alias Razia Shaikh Babar
- c. Mr. Shaikh Hassan married to Nasimabi Shaikh.

Have inherited the said property from Shaikh Mamod Babar in terms of law of succession and inheritance prevailing in the state of Goa.

AND WHEREAS Shaikh Yassin died and in

terms of deed of succession dtd. 16/06/2017 drawn at pages 15 to 17 of the notarial book for Deeds No.418 upon the death of Mr. Yasin Mahammad Shaikh alias Xec Yassin alias Shaikh Yasin Mahammed alias Shaikh Yassin Mahamad alias Shaikh Yassin alias Xec Yassin Mahamod alias Eassimo Xec, his widow moiety holder Smt. Hanifabi alias Anifam Bi alias Shaikh Haneefabi alias Hanifa alias

Haneefam Bi and five children namely Xec

Barcat Ali alias Barkatali Yassin Shaikh

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married to Shabana Mehaboob Shaikh, Mrs. Shaikh Azizabi married to Shaikh Nisar Zakaria, Fatima Bi Shaikh married to Xec Akbar alias Shaikh Akbar, Mrs. Shaira bi Shaikh married to Tauseef Ahmad A M Ansari, Mr. Xec Erfan Alli alias Irfan Yasin Shaikh married to Shahim Sheikh alias Shahin Shaikh have inherited the said property jointly in terms of law of succession and inheritance prevailing in the state of Goa and are the joint owners of the said property along with other heirs of Shaikh Mamod Babar.

AND WHEREAS Said Shaikh Babar and his wife Dominga Fernandes alias Razia shaikh Babar both died and in terms of deed of succession dtd. 01/08/2017 drawn at pages 63 to 64 of the notarial book for Deeds No.418 upon their death, Mrs. Hashmat Bi married to Xec Ussein alias Shaikh Hussain and Shaik Faruk alias Shaikh Farookh married to Sultana

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Bi alias Sultana Shaikh, have inherited the said property jointly in terms of law of succession and inheritance prevailing in the state of Goa and are the joint owners of the said property along with other heirs of Shaikh Mamod Babar.

AND WHEREAS in terms of Deed of Partition dtd. 28/01/2019 duly registered in the office of sub registrar of Ponda under No. PON-1-136-2019 in Book-1 Document on 14/02/2019 vendors have been allotted plot of land being plot 'D' having an area admeasuring 259.00 sq. mtrs. of the said property which plot is more particularly described in the schedule-II written herein under and marked in red boundary lines on the plan annexed herewith which plot is hereinafter referred to as "THE SAID PLOT".

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AND WHEREAS purchasers have requested to the vendors to sell the said plot to the purchasers so as to enable the purchasers to develop the said plot by constructing multistoreyed building.

AND WHEREAS the vendors have agreed to sell to the purchaser and the purchaser has agreed to purchase from the vendors the said plot for a total price consideration of Rs. 37,00,000/- (Rupees Thirty Seven Lakhs only).

AND WHEREAS present market value of the said plot is Rs. 40,00,000/- (Rupees Forty Lakhs Only) and accordingly stamp duty of Rs. 1,20,000/- has been paid in the present deed.

# NOW THEREFORE THIS INDENTURE WITNESSES AS UNDER:

 That in pursuance to the said agreement and in consideration of price of Rs. 37,00,000/-(Rupees Thirty Seven Lakhs only) paid by the purchaser to the vendors, vide Cheque bearing No. 050951, dtd. 25/09/2020, drawn on

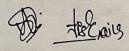
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Corporation Bank, Ponda Branch, (the receipt of which the vendors do hereby admit and acknowledge and acquit and discharge the purchaser from the same and every part thereof) The vendors as the absolute owners of the said plot do hereby grant, convey, transfer, sell, relinquish and assure unto the purchaser ALL THAT plot being plot 'D' having an area admeasuring 259.00 sq. mtrs. of the said property, which is more particularly described in schedule II written hereunder and more clearly shown in red lines on the plan attached hereto, together with all the passages, commons, lights, liberties, privileges, right, easements, as also the rights to the common ways and paths whatsoever to the said plot or any part therefore belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong thereof and all estates, rights, title, interest, claim and demand whatsoever at law and equity of them and every part thereof TO HAVE AND TO HOLD the said plot and hereditaments hereby Contd/-

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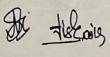


conveyed and assured and expressed to be with its appurtenances unto and to the use of the purchaser forever subject to the payment of all rents, rates, taxes, assessments, dues and duties, fines and penalties hereafter to become due and / or payable to the Government or local authority or any other public body in respect thereof.

2. The vendors do hereby covenant with the purchaser that notwithstanding any act, deed, matters or things whatsoever done by the vendors or by any person or lawfully or equitably claiming from, under or in trust for them, made, done, omitted or executed knowingly or willingly suffered to the contrary the vendors, now have in them good right and absolute powers to grant, transfer, convey and said plot into and to the purchaser in the manner aforesaid and it shall be lawful to the purchaser from time to time and at all time herein after peacefully and quietly to hold, possess, own

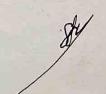
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and enjoy the said plot and the right to use the plan, approvals, licenses etc. hereby granted with the appurtenances and to receive, the rents and profits for her own use and benefits without any lawful eviction, interruption, claim or demand whatsoever by the vendors or from by any other person or persons lawfully or equitably claimed by, from, under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendors sufficiently saved, defended, kept harmless and indemnified of, from and against all estate, charges and encumbrances whatsoever either already or to be hereafter had, made executed, occasioned and suffered by the vendors or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them, and further that the vendors and all persons having or lawfully or equitably

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claiming any estate, right title or interest at law or in equity in the said plot of property hereby granted by, from or under or in trust for them.

- at all times hereafter at the request and cost of the purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds and things, matters and assurance in law whatsoever for better and more perfectly assuring, the said plot of the property hereby granted to and unto the use of the purchaser in the manner aforesaid as shall or may be reasonably required.
- 4. AND THE VENDORS do hereby covenant with the purchaser that the vendors have not done, committed, omitted or knowingly or willingly suffered or been a part or privy to any act, deed or thing whereby the vendors are prevented from granting and conveying the said

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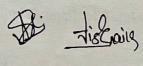
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plot in the manner aforesaid and whereby the same or any part thereof are, is can or may be charged, encumbered or prejudicially effected in estate, title or otherwise whatsoever.

- 5. The vendors covenant with the purchaser that the said plot of the property hereby sold is free from tenant, Mundkar, or any other persons or person having any right or obligation therein and, if for any defect in the title of the vendors, the purchaser is deprived of the said plot or any part thereof then the vendors do hereby undertake to indemnify fully the purchaser.
- 6. The vendors, further declared that their right to the said plot hereby sold subsist and the same is free from any encumbrances, charges and liens of any other nature and further give their no objection to any transfer the said plot of property in the name of the purchaser in the

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mutation entry of survey records of Revenue village of Ponda, Taluka Ponda.

7. It has been agreed and understood by the purchaser that, present deed of sale has been executed in favour of the purchaser by the vendors so as to enable the purchaser to conveniently undertake the construction of multi-storied building comprises of flats, shops and duplex for the purpose of selling it to the intending purchasers including the vendors.

Therefore if purchaser fails or backs out from undertaking construction as stated above in the said plot, in that case the purchaser shall take steps to cancel the present deed of sale by executing deed of cancellation and admit the execution of the same in the office of sub registrar of Ponda.

### SCHEDULE-I

ALL THAT Property known as "BAZARBATA" alias "TORLEM BHAT" situated at village Ponda, near Ponda Municipal Council, of Taluka and sub





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district of Ponda of the South Goa district of the State of Goa which land is registered office of Ilhas Goa under No. 20569 of Book B 55 new and enrolled in the Matriz records under No. 492 and surveyed under No. 1/1 of village Ponda of an area of 2525.00 sq. mtrs. in which there exists two residential house and open land within the area of Ponda Municipal Council and which land is found inscribed in the said land registration office of Ilhas under inscription No. 2396.00 of Book G 37 and which land as a distinct unit is bounded as under:

East: By the Municipal road after which lies the Municipal garden.

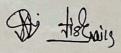
West: By the paddy field under survey No. 11 of village Ponda

North: By the survey No. 10/4 of village Ponda.

South: By the Nallah.

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#### SCHEDULE - II

### (Schedule of the plot 'D')

ALL THAT Plot 'D' having an area admeasuring 259.00 sq. mtrs. of the bigger plot described in schedule I hereinabove is bounded as under:

East: By the property surveyed under No. 1/2 (Public road and Municipal garden)

West: Partly by the property surveyed under No. 11/32 and 11/33.

North: By plot 'E' of the same property.

South: By plot 'C' of the same property.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and signature on the Day, Month, Year and Place first hereinabove mentioned.

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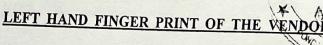
SIGNED SEALED AND DELIVERED

BY WITHIN NAMED VENDOR NO.1

MR. SHAIKH HASSAN ALIAS

XEC HASSAN MAMOD

dy



NO.1



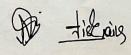
### RIGHT HAND FINGER PRINT OF THE VENDOR

NO.1



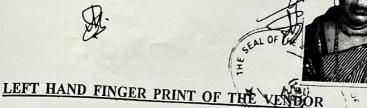
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M.



SIGNED SEALED AND DELIVERED BY WITHIN NAMED VENDOR NO.2 MRS. NASIMA BI ALIAS NASIMA SHAIKH

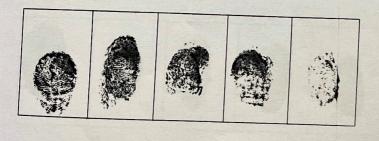




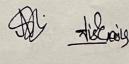
NO.2



## RIGHT HAND FINGER PRINT OF THE VENDOR **NO.2**



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SIGNED, SEALED AND DELIVERED

BY WITHIN NAMED PURCHASER

R. R. REALTERS

Through its partner

MR. VISHANT GANPAT NAIK



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# LEFT HAND FINGER PRINT OF THE PURCHASER



# RIGHT HAND FINGER PRINT OF THE PURCHASER



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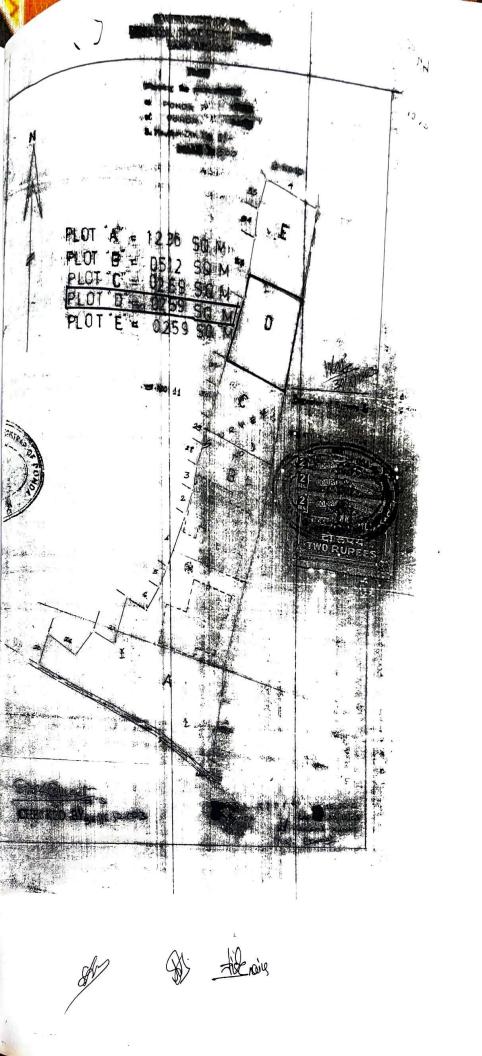
In the presence of

Following witnesses:

- 1. Rija Talekar Totalos

  Plo- Bethora Ponda Goo.
- 2. Sonal Sawant: At
  Plo Ponda Croq.

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# **Government of Goa**

# **Document Registration Summary 2**

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

rint Date & Time : - 30-Nov-2020 12:11:44 pm

ocument Serial Number :- 2020-PON-1303

esented at 11:11:03	3 am on 30-Nov-2020	
e <b>gistrar, Ponda</b> alo	ng with fees paid as fall	of the Office of the Civil Registrar-cum-Sub
Sr.No	Para as follows	of the Civil Registrar-cum-Sub

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1	Statiption			
2	Stamp Duty			Rs.Ps
Registration Fee  Mutation Fee			120000 80000	
4 Processing Fee			1000	
	3.06			540
Stamp Duty Required :120000 Total		Total	201540	
enters	Party Name and Add		ty Paid : 120	
MR Vishant	Ganpat Naik PARTNER OF Man	Photo	Thumb	0:
1	,S/o - D/o Ganpat Naik		- THURST	Signature
Marital Statu	Age: 43, s: Married ,Gender:Male,Occupation: Engineer, Shop No. G-3, Ashwek Residency, opp. Anand			

### ecuter

0	Party Name and Address			
	Shaikh Hassan Alias Xec Hassan Mamod Alian Market	Photo	Thumb	Signature
	Age: 70,  Marital Status: Married ,Gender:Male,Occupation: Business,  Address1 - Ponda Goa, Address2 - ,  PAN No.:			Strature
ACT AND DESCRIPTION OF THE PERSON OF THE PER	Nasimabi Alias Nasima Shaikh ,S/o - D/o Hyder Shaikh Age: 60, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - Ponda Goa, Address2 - , PAN No.:			\$
Contraction of the Contraction o	MR Vishant Ganpat Naik PARTNER OF M S R R REALTERS ,S/o - D/o Ganpat Naik Age: 43, Marital Status: Married ,Gender:Male,Occupation: Engineer, Address1 - Shop No. G-3, Ashwek Residency, opp. Anand Bhavan, St. Cruz, Tisk, Ponda-Goa., Address2 - Ilhas, Panaji-Goa, PAN No.:	T-a		

#### itness:

itness.

We individually/Collectively recognize the Vendor, Purchaser,

9	Party Name and Address			
	PUJA IALENAK, 33 ,1987-07-13	Photo	Thumb	Signature
	Marital status: Unmarried  403409, Kassarwada Bethoda Ponda Goa, Kassarwada Bethoda Ponda Goa  Ponda Goa  Betora, Ponda, SouthGoa	da		Douko
The state of the s	SONAL SAWANT, 27 ,1993-08-05 , 5 , ,Advocate  Marital status : Unmarried  403406, Codar Ponda Goa, Codar Ponda Goa Codar, Ponda, SouthGoa, Goa	The state of the s		<b>A</b>





### pocument Serial No:-2020-PON-1303

Book :- 1 Document

Registration Number :- PON-1-1279-2020

Date: 30-Nov-2020

Sub Registrar (Office of the civil Registrar-cum-Sub Registrar, Ponda)
SUB - REGISTRAR
PONDA

