

(Rupees Eleven Lakhs Seventy Nine Thousand & Only)

2362

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INDIA STAMP DUTY GOA

Name of Purchaser Adwalpal Kar Construction For CITIZEN CREDIT CO-OP. BANK LTD
Authorized Sign



DEED OF SALE

THIS DEED OF SALE made and entered at Panaji, Tiswadi and Registration Sub-District Ilhas, Panaji, Goa on this 24th of August month of the year two thousand and eleven,

[Signature]
[Signature]



BY AND BETWEEN

(1) SHRI. N. M. BHASHYAM, son of late Shri. N. M. Krishna aged about 68 years, resident of First Floor Bhashyam Chambers, Caranzalem, Goa 403 002, holder of Pan Card No [REDACTED] Q and his wife;

(2) SMT. LATHIKA BHASHYAM D/o of P. K. S Menon, aged about 53 years also residing at First Floor Bhashyam Chambers, Caranzalem, Goa 403 002, holder of Pan Card No [REDACTED] hereinafter jointly referred to as VENDORS (which expression unless it be repugnant to the context or meaning thereof be deemed to include their heirs, administrators, executors and legal assigns) of

FIRST PART

AND

M/s ADWALPALKAR CONSTRUCTIONS a Partnership firm represented by its partner Shri. MAHESH ADWAPALKAR son of Shri Ramakant Adwapalkar, aged 53 years, having its office at Alwalpalkar Avenue, ST. Inez, Panjim, Goa, holder of Pan Card No [REDACTED] hereinafter referred to as the PURCHASERS (which expression unless it be repugnant to the context or meaning thereof be deemed to include his successors, administrators, executors and legal assigns) of the

SECOND PART.

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NOTAR PUBLIC
GOA
Reg. No. 20199
D. 20/10/2019

GOA (INDIA)

All the aforesaid parties are Indian Nationals.

WHEREAS there exists properties bearing survey No 39/1, 40/1 and 40/2 of Taleigao Village, within the limits of Village Panchayat of Taleigao, Tiswadi Taluka, North Goa District, State of Goa having a consolidated area of 7725 Square Meters hereinafter referred to as the SAID PROPERTIES more clearly described in SCHEDULE ONE, TWO and THREE hereunder.

WHEREAS the VENDORS have represented that that properties originally belonged to Mr. Ubaldo Francisco Caetano da Cunha and his wife Mrs. Agnes Menezes da Cunha of Candolim, Goa.

WHEREAS the said Mr Ubaldo Francisco Caetano da Cunha and his wife Mrs. Agnes Menezes da Cunha by an agreement dated 10th March 1990 executed before the Notary Public Mr. Gajanan Dhumatkar, Alto-Betim, Goa, registered under No 440/1990 dated 10.03.1990, agreed to sell the said properties to VENDOR No 1 herein.

WHEREAS the said Mr Ubaldo Francisco Caetano da Cunha and his wife Mrs. Agnes Menezes da Cunha also executed a General Power of Attorney in favour of Mr. N. M. Bhashyam – VENDOR NO 1 herein, before the Notary Public Mr. Gajanan Dhumatkar, Alto-Betim, Goa





registered under No 442/1990 dated 10.03.1990 delegating all powers to develop, sell and receive the costs therefrom for the VENDOR No 1 herein.

WHEREAS upon signing of the said agreement dated 10th March 1990, Mr Ubaldo Francisco Caetano da Cunha and his wife Mrs. Agnes Menezes da Cunha handed over possession of the said properties to Mr. N. M, Bhashyam along with right to enter the said properties, right to develop the said properties and right to sell and recover the costs therefrom for himself.

WHEREAS the said Mr Ubaldo Francisco Caetano da Cunha and his wife Mrs. Agnes Menezes da Cunha expired on 7.11.1993 and 04.01.1997 respectively, during the subsistence of the agreement of sale dated 10.03.1990, leaving unknown legal heirs and therefore the Power of Attorney executed delegating all powers to Mr. N. M. Bhashyam became null and void and therefore Mr. N. M. Bhashyam could not proceed with the development works in the said properties.

WHEREAS Mr. N. M. Bhashyam filed a suit for specific performance of the agreement dated 10.03.1990 in the Court of Civil Judge Senior Division at Panaji, Goa bearing Sp. Civil Suit No 51/2003/A.

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WHEREAS the Hon'ble Court pleased to pass Judgment and Decree dated 20th January 2004 in favour of Mr. N. M. Bhashyam and appointed a Court Commissioner on behalf of unknown legal heirs of deceased Mr. Ubaldo Francisco Caetano da Cunha and his wife Mrs. Agnes Menezes da Cunha, to execute the Deed of Sale in respect of the said properties in favour of Mr. N. M. Bhashyam and further ordered the Revenue Authority to carry out Mutation entries in favour of Mr. N. M. Bhashyam in respect of the aforesaid properties and accordingly a deed of sale was executed and registered before the Sub-Registrar of Ilhas under No 1118 at Pages 54 to 78 of Book No I Volume 1309 dated 28.04.2004.

WHEREAS the VENDORS agreed to sell and the PURCHASERS agreed to purchase the said properties described in Schedule One, Two and Three hereunder except 500 Sq.mtr of the property bearing Sr. No 40/2, for a total consideration of Rs [REDACTED]

[REDACTED], by way of payment of [REDACTED]

by way of Cheque and balance by way of two No two bed room apartments of 100 Sqm built up each valued at Rs [REDACTED]

[REDACTED] and entered a Memorandum of Understanding dated 20th May 2009.

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WHEREAS the mutations of the said properties were confirmed by the Revenue Authorities and consequently the name of the VENDOR No 1 was reflected in Record of Rights Form No I and XIV of the said properties.

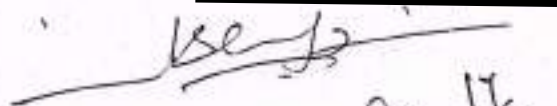

WHEREAS the VENDOR No 1 states that there was an entry one Mr. Upendra Gauns erroneously shown in the Records of Rights Form I and XIV and the Vendor No 1 filed a suit for deletion of the erroneous entry of Mr. Upendra Gauns before the Civil Judge Senior Division at Panaji, Goa bearing No 68/2008/A.

WHEREAS the Hon'ble Court was pleased to pass Judgment and Decree dated 5th May 2008 in favour of Mr. N. M. Bhashyam, directing the Mamlatdar of Tiswadi to delete the erroneous entry of Mr. Upendra Gauns from Record of Rights Form I and XIV from the tenants column of the said properties.

WHEREAS the Joint Mamlatdar III of Tiswadi deleted the erroneous entry of Mr. Upendra Gauns from Record of Rights Form I and XIV of survey Nos 71/6, 39/1 and 40/2 in mutation No. 21526, 21527 and 21528 respectively.

NOW THIS DEED OF SALE WITNESSTH AS UNDER :

1. That in consideration of the sum of Rs [REDACTED]



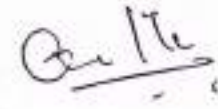





lakhs only) paid by the PURCHASERS to the VENDORS on or before these presents by way of payment of Rs [REDACTED]

[REDACTED] by Cheque / D. D as per statement annexed herein, the receipt of which the VENDORS do hereby admit and acknowledge receipt for the same and balance consideration of Rs [REDACTED] by way of two Nos two bed room apartments of 100 Sqm each, and valued each flat at Rs [REDACTED]


[REDACTED], by a separate Agreement of Sale, the VENDORS as the exclusive and beneficial owners of the SAID PROPERTIES, more particularly described in Schedules written hereunder, do hereby sell, convey, transfer by way of sale UNTO AND TO THE USE of PURCHASERS free from encumbrances all that the SAID PROPERTIES, TO HAVE AND TO HOLD the said properties and everything therein hereby sold, released, conveyed and confirmed or intended so to be with their and every of their rights and appurtenances unto and to the use and benefit of the PURCHASERS subjected to payment of taxes, assessments, duties, now chargeable upon the same or which hereafter become payable in respect thereof to the Government or the Panchayat or any other

A(INDIA)

authorities which taxes, duties and assessment shall be exclusively payable by the PURCHASERS.

2. The VENDOR do hereby covenant with the PURCHASERS that notwithstanding any act, deed, matter or thing whatsoever by the VENDORS or any person or persons lawfully or equitably claiming by, from and through or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, they the VENDORS now have themselves good right, full power and absolute authority to grant convey, sell, assign, transfer and assure the SAID PROPERTIES UNTO AND TO the use of the PURCHASERS in the manner aforesaid and the PURCHASERS shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties and receive the profits thereof and every part thereof for its use and benefit without any obstruction, interruption, claim and demand whatsoever from or by the VENDORS or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them and that the said properties hereby sold is free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the VENDORS well and sufficiently saved, defended and kept harmless and indemnified





of and from and against all former and other estates, titles, charges and encumbrances whatsoever had made, done, executed, occasioned or suffered by the VENDORS or by any other person or persons lawfully and/or equitably claiming or to claim by, from under or in trust for them and further that they the VENDORS and all persons having lawfully and/or equitably claiming any estate or interest whatsoever in the said properties or any part thereof or from, under or in trust for them and the VENDORS shall and will from time to time and all times hereafter at the request of the PURCHASERS do and execute or cause to be done or executed all such further and other acts, deeds, matters or things, conveyance and assurances in law whatsoever for the better and more perfectly assuring the said properties described in Schedules hereunder unto and to the use of the PURCHASERS as shall be reasonably required.

3. The VENDORS covenant with the PURCHASERS that:
 - A. If the PURCHASERS suffer any loss or incurs any expenditure by reason of any defect in the title of the said properties then in such event the VENDORS and/or their heirs, executors and administrators shall and will indemnify the PURCHASERS against all such loss or expenses including loss suffered by

[Handwritten signatures]



reason of loss of enjoyment or of proprietary interest in the said properties described in the Schedules hereinbelow or any part thereof.

- B. That the said properties hereby conveyed and the possession of which has been delivered to the PURCHASERS is of complete and absolute ownership of the VENDORS and is not subject to any tenancy,
- C. That there are no encumbrances, charges, liens etc., against the SAID PROPERTIES or any part thereof ;
- D. That no Notification is issued under any Ordinance Act, Statute / Rules or regulations affecting the said properties or acquiring the said properties whereby VENDORS is prevented from selling the said properties.
- E. That the VENDORS shall and will from time to time and all times hereafter at the request of the PURCHASERS whatsoever required sign such further documents or papers for the purpose of having ownership and possession thereof recorded in the name of the PURCHASERS in all Government records including Land Registration Office, Revenue Office, Record of Rights etc. The VENDORS do hereby give and declare their no objection for the inclusion of the name of the PURCHASERS in

[Handwritten signatures and initials]



Form I and XIV or any other survey records in respect of the said properties as described Schedule one, two and three hereunder.

F. The VENDORS hereby conveys their no objection for mutation and partition and/or amalgamation of said properties.

4. The fair market value of the said property described in the Schedules is Rs. [REDACTED]

[REDACTED] and stamp duty of Rs. [REDACTED]

[REDACTED] is affixed herewith.

SCHEDULE ONE

ALL THAT property known as " EUGENIO WADO " bearing Survey No 39/1 of Taleigao within the Limits of Taleigao Panchayat of Tiswadi Taluka of North Goa District in State of Goa admeasuring 2675 Square Meters neither found registered in the Land Registration Office of Ilhas nor enrolled in the Land Revenue Office but on the whole bearing old cadastral survey No 374 and bounded as under :

ON the East : By the property bearing Survey No 40/1;

On the West : By the property bearing Survey No 39/3;

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On the North : By the property bearing Survey No 69/1 and

On the South : By the properties bearing Survey No 40/12 and 40/14 of Taleigao Goa more clearly delineated in RED Colour on the Plan annexed herein.

SCHEDULE TWO

ALL THAT property known as " SIANE TOLBAI " bearing Survey No 40/1 of Taleigao within the Limits of Taleigao Panchayat of Tiswadi Taluka of North Goa District in State of Goa admeasuring 388 Square Meters neither found registered in the Land Registration Office of Ilhas nor enrolled in the Land Revenue Office but on the whole bearing old cadastral survey No 374 and bounded as under :

ON the East : By the property bearing Survey No 40/2;

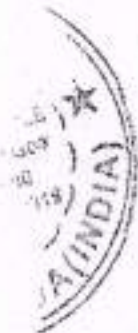
On the West : By the property bearing Survey No 39/1;

On the North : By the property bearing Survey No 69/1 and

On the South : By the properties bearing Survey No 40/13 and 40/14 of Taleigao Goa more clearly delineated in RED Colour on the Plan annexed

herein.

[Handwritten signatures and initials]



SCHEDULE THREE

ALL THAT property known as " CHILEM TOLLOI " bearing Survey No 40/2 of Taleigao within the Limits of Taleigao Panchayat of Tiswadi Taluka of North Goa District in State of Goa admeasuring 4162 Square Meters neither found registered in the Land Registration Office of Ilhas nor enrolled in the Land Revenue Office but on the whole bearing old cadastral survey No 374 and bounded as under :

ON the East : By the property bearing Survey No 40/11;

On the West : By the property bearing Survey No 40/1;

On the North : By the property bearing Survey No 69/1 and

On the South : By the properties bearing Survey No 40/12, 40/13 and 40/14 of Taleigao Goa more clearly delineated in RED Colour on the Plan

annexed herein. ^{total area} ~~7225~~ ^{admeasuring} ~~Square Meters.~~

[Handwritten signatures and initials]

SCHEDULE IV (PAYMENT DETAILS)



No	Date	Particulars Cheque No	Amount - Rs
1	06.02.2005	HDFC bank	
2	13.12.2005	HDFC bank	
3	17.12.2005	Union Bank of India	
4	23.12.2005	HDFC bank	
5	29.12.2005	HDFC bank	
6	17.03.2007	Union Bank of India	
7	26.11.2008	HDFC bank	
8	26.11.2008	HDFC bank	
9	15.12.2008	HDFC bank	
10	28.03.2009	HDFC bank	
11	22.05.2009	HDFC bank	
12	18.06.2009	HDFC bank	
13	30.06.2009	HDFC bank	
14	15.07.2009	HDFC bank	
15	24.03.2010	Bicholim Urban Co-op	
16	29.03.2010	Bicholim Urban Co-op	
17	14.07.2011	State Bank of India	
18	04.09.2011	HDFC bank - 226909	
19	04.10.2011	HDFC bank - 226910	
20	04.11.2011	HDFC bank - 226911	
21	04.12.2011	HDFC bank - 226912	
22	04.01.2012	HDFC bank - 226913	
23	04.02.2012	HDFC bank - 226914	
24	TOTAL		

Handwritten signatures and initials.



IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands on the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED VENDOR No 1 - MR. N. M. BHASHYAM.

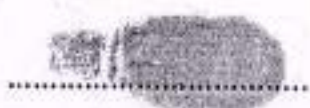
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[Handwritten signature]

L H F – MR. BHASHYAM

R H F – MR. BHASHYAM



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

SIGNED SEALED AND DELIVERED BY THE WITHIN
NAMED VENDOR No 2 - MRS. LATHIKA. BHASHYAM.



Lathika

L H F - MRS. LATHIKA
BHASHYAM

R H F - MRS. LATHIKA
BHASHYAM











Lathika
Lathika

LH



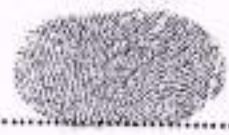
SIGNED SEALED AND DELIVERED BY THE WITHIN
NAMED " PURCHASER " M/s ADWALPALKAR
CONSTRUCTIONS REPRESENTED BY ITS PARTNER -
MR. MAHESH R. ADWALPALKAR.

[Handwritten signature]



L H F - MR. MAHESH
ADWALPALKAR

R H F - MR. MAHESH
ADWALPALKAR



[Handwritten signatures and initials]

Witness :

1 Adv. Amina shaikh Shikha

2 ABR (Aruna Bhomkar)

Use 52
Q. 11c
11/11



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 25-08-2011 11:52:13 AM

Document Serial Number : 2367




Presented at 11:23:00 AM on 25-08-2011 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
	Registration Fee	786000.00
	Processing Fees	290.00
	Total :	786290.00

Stamp Duty Required: 1104000.00

Stamp Duty Paid: 1179000.00

Dilip K. Naik presenter

Name	Photo	Thumb Impression	Signature
Dilip K. Naik, S/o late Krishna Naik , Married, Indian, age 51 Years, Service, r/o Flat No. 204, Taleigao, Goa P.O.A Holder or Mahesh R. Adwalpalkar dt 5/6/08 executed before Sub Reg. Panaji			



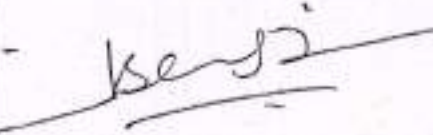
Endorsements

Executant

1. Dilip K. Naik, S/o late Krishna Naik, Married, Indian, age 51 Years, Service, r/o Flat No. 204, Taleigao, Goa P.O.A Holder or Mahesh R. Adwalpalkar dt 5/6/08 executed before Sub Reg. Panaji

Photo	Thumb Impression	Signature
		

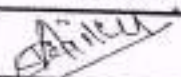
2. N. M. Bhashyam, S/o late N.M. Krishna, Married, Indian, age 68 Years, Business, r/o 1st floor, Bhashyam Chambers, Caranzalem Goa.


Photo	Thumb Impression	Signature
		

3. Lathika Bhashyam, D/o P.K.S. Menon, Married, Indian, age 53 Years, Business, r/o 1st floor, Bhashyam Chambers, Caranzalem Goa.

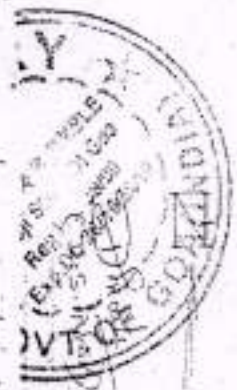
Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv. Amina Shaikh, W/o Shaikh Khalid Ahmed, Married, Indian, age 33 Years, Advocate, r/o H. no. 27, Mala Portlas, Panaji Goa.	


Sub-Registrar
SUDHAKAR P. G.
10/04/20

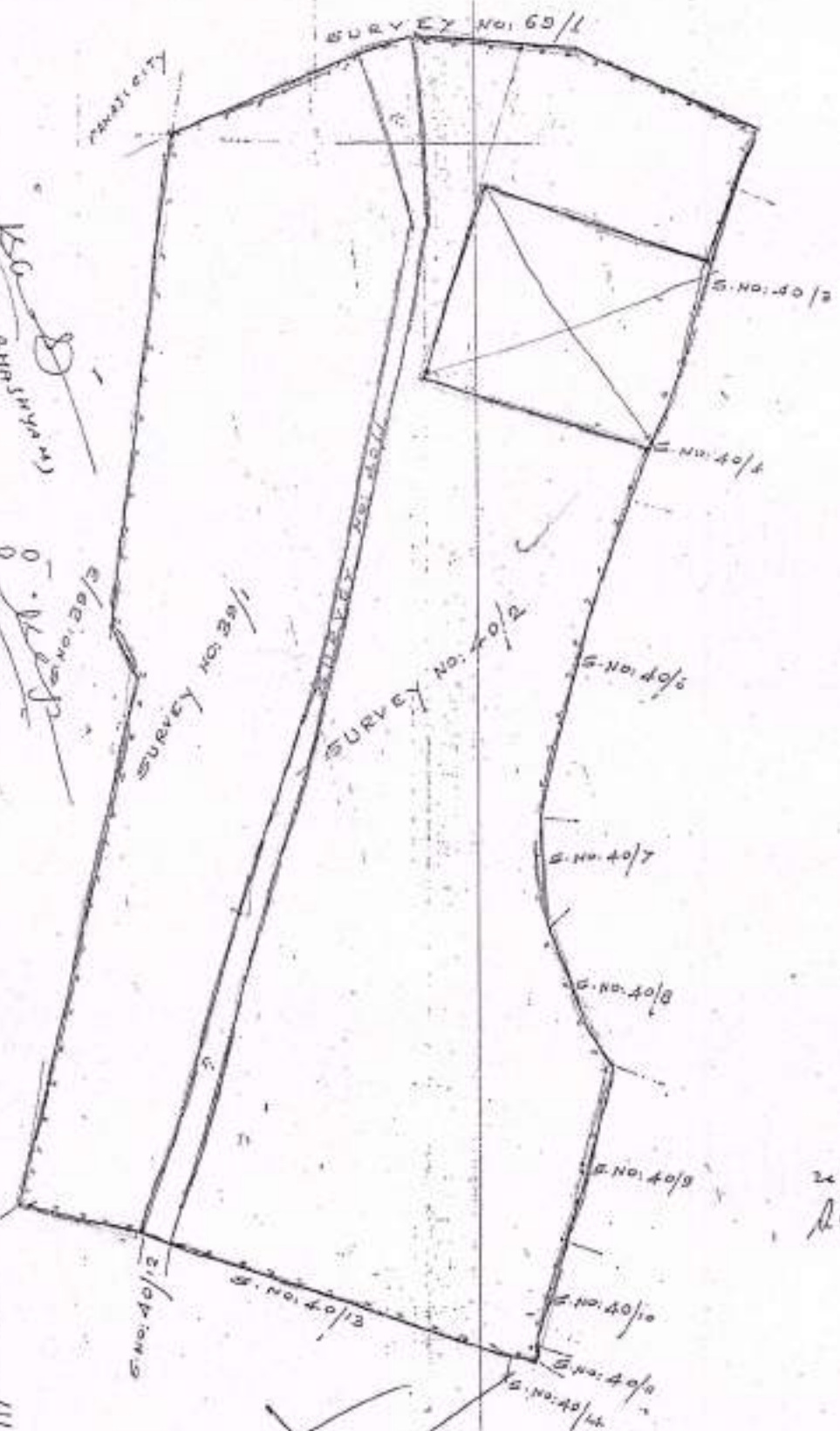
VILLAGE: THALEIGA
 TALUKA: TISWASAR



(N.M. GHOSH)
(Signature)

Scale: 1:500

(Handwritten notes and signatures)



24.12.19
(Signature)

Registered No. 1118
 at Purna
 Sub No. 1309
 Date 28-4-1909
(Signature)
 Sub-Registrar

(Large handwritten signature and notes)