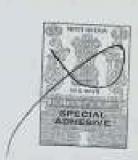
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Qpm-1-237-2022



DEED OF SALE

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THIS DEED OF SALE is made and executed at Quepem, Goa, on this 16th day of the month of April of the year 2022 (16/04/2022) - BETWEEN -



1. Mr. RYAN JESUS JULIUS GOMES, son of Mr. Juliao dos Martires Gomes, aged 36 years, married, businessman, PAN Card No. Aadhaar Card No. Aadhaar Card No. and his wife MRS.RESHMA VALADARES alias RESHMA ANTONIA VALADARES, daughter of Mr. Roque Valadares, aged 38 years, housewife, PAN Card No. Aadhaar Card No. Aadhaar Card No. Aadhaar Card No. Both Indian Nationals and residents of H.No.124/A, Gold Road, Pajifond, Margao, Goa and hereafter called "THE VENDORS" (which expression shall unless repugnant to the context include their heirs, assigns and legal representatives) OF THE FIRST PART;

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3. MR. SHAIKH ABDUL SAYEED alias SHAIK ABDUL SAYAD, son of late Shaikh Abdul Latif, aged 75 years, landlord, PAN Card No.A. , Aadhaar Card No.' and his wife MRS. ABIDA BEGUM alias ABIDA BEGUM SHAIKH, daughter of late Sayed Gayasuddin, aged 59 years, housewife. PAN Card No. 700 Aadhaar Card No. 700 A both Indian Nationals and residents o H.No.16, Ravabhat, Sirvoi, Quepem, Goa 403 705, both represented herein through their attorney said MR. RYAN JULIUS GOMES, identified hereinabove, JESUS constituted by virtue of Power of Attorney dt. 10th October 2009 executed before the Notary Dilip R. Naik Sanvordekar of Margao under No.187/2009, true notarized copy of which is filed herewith, hereinafter called "THE CONFIRMING PARTIES" (which expression shall unless repugnant to the context include their heirs, executors, administrators, assigns and legal representatives) OF THE THIRD PART.

WHEREAS -

a) there exists a property, namely property known as XIR alias PIMPAL BHAT, situated at Village Amona, within the area of Quepem Municipal Council, Taluka and Sub-District of Quepem, District of South Goa, State of

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Goa, described in the Land Registration Office of Quepem under No.11,647 at page 46 of Book B 33, enrolled in the Land Revenue Office of Quepem under Matriz No.83, hereinafter referred to as the "entire property";

b) the said entire property was joint property of Mrs. Rosa Candida da Costa and her husband Mr. Manuel Crisologo da Costa and others, which was partitioned among all co-owners by virtue of suit for partition under No.18060/1960 filed in the Judicial Tribunal of Quepem by Maria Antonia Fernandes e Costa and others against the said Mrs.Rosa Candida da Costa and her husband and others, which suit was disposed of by Judgement and Decree dt. 02nd November 1971, whereby the Plot C of the said entire property XIR alias PIMPAL BHAT, described in the SCHEDULE "A" hereunder and hereinafter referred to as the "said property" was allotted to said Mrs. Rosa Candida da Costa and her husband Mr. Manuel Crisologo da Costa;

c) said Mr., Manuel Crisologo da Costa alias Jose Manuel Leopoldino Crisologo da Costa expired and also his son Mr. Miguel Antonio Jose Lazaro do Carmo Costa leaving behind said Mrs. Rosa Candida da Costa as his wife and moiety holder and Miss Maria Lucia Emilia Isabel do Carmo Costa, unmarried, Mr. Manuel Jeremias Jose Joao Julio Agnelo do Carmo Costa, unmarried, Mr. Jose Francisco Alvaro Jacito do Carmo Costa,

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unmarried, Mr. Jose Piedade Visitacao Pio do Carmo Costa, Mrs. Maria Dionisia do Carmo Costa married to Mr. Felicio Antonio Sergio Carmo Po and Miss Maria Amelia S.Luis Gozaga do Carmo Costa, unmarried as only heirs and successors and they have been qualified so by virtue of Deed of Succession drawn on 13th March 2013 drawn by Ex-oficio Notary of Salcete, Margao recorded at folios 2 to 2V of Deeds Book No.1586 read with Deed of Succession drawn on 30th October 2014 by Ex-Oficio Notary of Canacona recorded at folios 20 to 22 reverse of Deeds Book No.44, who by Deed of Sale dt. 06th November 2014 registered in the office of the Sub-Registrar of Quepem under No.QPM-BK1-00820-2014 dt. 7th November 2014 sold and conveyed the said property to the male Vendor herein;

d) the VENDORS who were also owners of the adjoining property—surveyed under No.18/12 of Amona village, have developed the said adjoining property on eastern side surveyed under No.18/12 by constructing a building thereon and for better development of the same used part of FAR of the said property surveyed under No.18/6 of Amona village of Quepem Taluka, described in the SCHEDULE "A" hereunder;

e) that based on available FAR and coverage, a commercial building can be constructed in the said

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property under Survey No.18/6 of Amona village and/or part of said amalgamated property;

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f) the PURCHASER approached the VENDORS with a proposal that he will construct such commercial building in said property and/or remaining part of amalgamated property after obtaining all required permissions, licences, approvals etc at his own costs and expenses and some premises therein shall be allotted to the VENDORS being owner of the said property and some to the PURCHASER towards his services and carrying out such construction;

g) the PURCHASER now for such development agreed to purchase the said property;

h) the PURCHASER has already for construction of such building obtained required construction licence from Quepem Municipal Council under Construction Licence No. CONSTLIC/QUEPEM/2021-2022/5 dt. 06th January 2022 with prior Technical Clearance Order under No.TPQ/7428/Q-Amona/18/6&12/2021/2183 dt. 25.11.2021.

AND WHEREAS the VENDORS intends to construct certain premises in said proposed building and retain undivided share corresponding to such premises which is about one third undivided share and sell remaining undivided share corresponding to remaining premises in

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said proposed building to the PURCHASER, which is about two third undivided share;

AND WHEREAS the VENDORS have agreed to sell and the PURCHASER has agreed to purchase the said two third undivided share in said property, for total consideration of Rs.43,45,000/- (Rupees forty three lakhs forty five thousand only) calculated over minimum rate fixed under Goa Stamp Rules, which is its fair market value.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:-

1. For a total price consideration of Rs.43,45,000/(Rupees forty three lakhs forty five thousand only), to be paid by the PURCHASER to the VENDORS in the manner stated hereinafter, the VENDORS do hereby CONVEY, TRANSFER and CONFIRM by way of absolute sale UNTO and in favour of the PURCHASER all that two third (2/3rd) undivided share in 'said property' more fully described in the SCHEDULE "B" hereafter written, along with rights to all the compounds, fences, structures, trees, etc. situated therein, whatsoever and with benefits of all licenses, permissions, approvals etc, free from all encumbrances, obligations, claims, demands, whatsoever, so that

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the PURCHASER, for all times hereinafter, shall HOLD, HAVE POSSESS and ENJOY the same hereby sold, as the absolute owners thereof and with all the rights, interests, privileges, advantages, easements, benefits, whatsoever, available to the said property or the holder thereof, free of any claim, obstruction, impediment, objections from whomsoever, including any party claiming through, under or on behalf of the VENDORS or their predecessors in title.

- 2. The Purchaser has already paid to the Vendors a sum of Rs. 20,00,000/-(Rupees twenty lakhs only) by RTGS Transfer. In addition to a proposed built up is to be given to the Vendors as stipulated in clause (5) hereinbelow.
- In lieu of making payment of the balance price consideration of Rs.23,45,000/- (Rupees twenty three lakhs forty five thousand only), the VENDORS have authorized the PURCHASER to utilize the same for construction of the below listed premises, hereinafter referred to as "the owner's premises" for the sake of brevity and convenience, to be transferred to the VENDORS on ownership basis, upon its completion, namely, twelve shops i.e. Shops Nos.G-4, G-5, G-6, G-9, G-10, G-16 on the ground floor, Shops Nos.F-5, F-6, F-7, F-10, F-11 on the

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first floor and Shop No.S-5 on the second floor in proposed building in the said property.

- The PURCHASER proposes to develop the SAID PROPERTY by construction of Ground Floor plus upper two floors.
- 5. The PURCHASER shall at the request and at the cost of the VENDORS execute in favour of the VENDORS the Agreement for Sale and subsequently the Deed of Sale in respect of the 'owners premises' along with proportionate undivided share in the Said Property.
- 6. The Vendors shall bear the cost of the necessary stamp duty and registration Charges for all their premises. All the taxes as applicable including GST shall be borne by the Vendor for all premises. The Vendors and Purchaser shall co-operate with each other in complying with all the statutory enactments regulating Land Development and Building Construction including the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations formed there under by the Government of Goa.
- 7. The VENDORS and PURCHASER shall co-operate with each other to form a Co-operative Housing Society or any legal entity as prescribed by the law

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in force in order to protect and preserve and maintain the building complex. The Vendors and Purchaser hereby undertake to maintain the building and pay all their contributions to the Society/ Legal entity with utmost diligence and duty and without any delay.

- The VENDORS do hereby declare having delivered to the PURCHASER, the possession of the said property described in SCHEDULE hereunder, and the PURCHASER acknowledges to have received such possession from the VENDORS.
- It is clearly understood that the PURCHASER will 9. have an absolute right to develop the land and construct various premises with an intention to sale these premises to third parties of his choice. PURCHASER may, at any time hereafter, enter into agreement with parties of his choice for sale of these premises/apartments to be constructed in the said property and/or the said property except the owners premises. The PURCHASER shall have an absolute right to enter into any third party commitments in respect of all the remaining premises constructed in the said property and/or the said amalgamated property except the owners' premises. PURCHASER shall be entitled to raise finance from any financial institution/s for the purposes of

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developing the said property and/or the said amalgamated property. The third parties who enter into agreements with **the PURCHASER** in pursuance of this Deed shall also be entitled to raise finance from any financial institution/s for the purpose of purchasing the premises, which are proposed to be constructed in the said property and/or in the said amalgamated property, without any reference to the VENDORS.

10. If at any time the floor area ratio applicable to the said property is increased, during the life span of the building then the VENDORS shall be exclusively entitled to take the benefit of such increase the purchaser shall be entitled to change the entire plinth or part of the plinth into commercial premises. However in the future, the entire present structure goes for re-development and is replaced by a new structure, then the VENDORS shall be entitled to enjoy the benefit of the change of zone to the extent of only their undivided share of land of only their premise which they may own at that particular time at which the structure may be given for re-development. If at that particular time the premise is sold then the benefit shall go to the New VENDOR to whom it is sold.

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- 11. The VENDORS covenants with the PURCHASER as under: -
 - (a) That the VENDORS are the exclusive owners in possession of the said property and every part thereof, and that the VENDORS have clear, unencumbered and valid title to the same and every part thereof;
 - (b) That neither the said property nor any part thereof is the subject matter of any agreement of sale or other transaction with any other person or party, whatsoever;
 - (c) That neither the said property nor any part thereof is matter of any notification under The Land Acquisition Act, 1894, or other law of compulsory acquisition of land;
 - (d) That neither the said property nor any part thereof is subject matter of any seizure, attachment, proclamation of sale under any law in force;
 - That the said property and every part thereof is free from all encumbrances, whatsoever;
 - (f) That the said property and every part thereof, is not subject matter of any litigation, seizure, attachment or order restraining transaction or

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transfer or restrictive order of any Court, Tribunal, Forum, other judicial Authority, quasi-judicial Authority, Revenue or Fiscal Authority, or any lawful Authority;

- (g) That the title of the VENDORS to the said property and to every part thereof is free, clear and marketable;
- (h) That the VENDORS shall indemnify the PURCHASER against all and whatever claims, if raised by any person/s or party claiming any right, title, share and interest in the said undivided share in said property hereby sold;
- (i) That the VENDORS shall execute all further documents which may be found necessary by the PURCHASER to be executed for conferring or confirming proper and better title of the said property hereby sold and every part thereof in favour of the PURCHASER, or for transferring all or whatever records in respect of the said property hereby sold, exclusively in the name of the PURCHASER.
- 12. The VENDORS do hereby expressly states that they have not made any mis-representation of facts with regard to their free, clear and marketable title to the said property hereby sold; and in the event of any

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claim by person or predecessor in title, the VENDORS shall suitably compensate the PURCHASER for the loss caused to them on account of such claim.

- The VENDORS do hereby declare that the said undivided share in said property hereby sold and every part thereof, is not subject matter of any rights of Scheduled Castes or Scheduled Tribes, as contemplated in the Notification No. RD/LAND/LRC/318/99 dated 21-08-1977 of the Government of Goa.
- 14. The PURCHASER shall be entitled to revise the said building plans provided that the area of the respective premises as allotted to the VENDORS remains the same and there is no change in the area.
- 15. The CONFIRMING PARTIES who are owners of said adjoining property under Survey No.18/12 of Amona Village of Quepem Taluka, which has been amalgamated with the said property for the development of the said property under Survey No.18/12 of Amona village of Quepem Taluka by using part of FAR of said property under Survey No.18/6 of Amona village of Quepem Taluka hereby

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give their consent to this deed and hereby confirm the same.

SCHEDULE "A"

ALL THAT Plot C of the property known as XIR alias PIMPAL BHAT, situated at Village Amona, within the area of Quepem Municipal Council, Taluka and Sub-District of Quepem, District of South Goa, State of Goa, described in the Land Registration Office of Quepem under No.11,647 at page 46 of Book B 33, enrolled in the Land Revenue Office of Quepem under Matriz No.83, and said Plot C having an area of 1304 sq.mts is surveyed under No.18/6 of Amona village of Ouepem Taluka and bounded on the east by property surveyed under No.18/12, on the west by Municipal road, on the north by property surveyed under No.18/1 and on the south by properties surveyed under Nos.18/7 and 18/8.

SCHEDULE "B"

\$1304 ie 869.0 m2 All that two third undivided share, right and interest in the said property described in the SCHEDULE "A" hereinabove.

IN WITNESS WHEREOF the parties hereto have signed this Deed, on the day, month and the year first hereinabove written.

VENDORS & CONFIRMING PARTY:



RYAN JESUS JULIUS GOMES for self and as attorney of CONFIRMING PARTIES











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RESHMA VALADARES alias RESHMA ANTONIA VALADARES











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PURCHASER:

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VISHNU SITARAM PRABHU NASNODKAR











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WITNESSES:

Prusanna S. Mirashi 1. Kahada Gog

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Government of Goa

Document Registration Summary 2

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

Print Date & Time: - 18-Apr-2022 11:55:26 am

Document Senal Number - 2022-QPM-235

Presented at 11:46:27 am on 18-Apr-2022 in the office of the Office of the Civil Registrar-cum-Sub

Registrar, Quepern along with fees paid as follows

St.No	Description	Rs.Ps
1 1	Stamp Duty	130400
2	Registration Fee	130350
3	Mutation Fees	2500
4 7	Processing Fee	1120
	Tota	al 264370

Stamp Duty Required :130400/-

Stamp Duty Paid: 130350/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	VISHNU SITARAM PRABHU NASNODKAR, Father Name Staram Prabhu Nasnodkar, Age: 46, Marital Status: Married Gender: Male, Occupation: Business, Address1 - Flat No. CG2, Garden Villa Apts, Gogol, Margao, Goa, Address2 - , PAN No.: 7,7	N.		Joens

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	RESHMA VALADARES Alias RESHMA ANTONIA VALADARES, Father Name;Roque Valadares, Age; 38, Marital Status; Married ,Gender;Female,Occupation; Housewife, H.No.124-A, Gold Road, Paylond, Margao, Goa, PAN No.;	1		Aldel
2	VISHNU SITARAM PRABHU NASNODKAR, Father Name:Sitaram Prabhu Nasnodkar, Age: 46, Marital Status: Married Gender:Male Occupation: Business. Flat No.CG2, Garden Villa Apts, Gogof, Margao, Goa, PAN No.:	价		

NGCRS - National Generic Document Propagation System

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	RYAN JESUS JULIUS GOMES Father Name: Juliao Dos Martires Gomes, Age: 36, Marital Status: Gender: Male; Occupation: Business, H-No. 124-A. Gold Road, Pajifond, Margao, Gos, PAN No.: *			Corp

Witness:

I/We individually/Collectively recognize the Purchaser, Confirming Party, POA Holder, Vendor,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1 , colle	Namo: Prassana Shrikant Mirashi, Age: 46, DOB: 1975-04-23 , Mobile:	1	1000	+
172	Name, Karan Nain Singh Bantola Shetry, Age: 25, DOB: 1996- 11-27 , Mobile: " , " , Email: , Occupation: Service , Marital status : Married , Address 403705, H No. 35/429/R, H No. 35/429/R, Sirvoi, Quepem, SouthGoa, Goa	1		No.

Sub Registrar

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Registration Number - QPM-1-237-2022

Date: 21-Apr-2022

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

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QUEPEM