

For CITIZEN CREDIT
CO-OP. BANK LTD.

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD
SURVEY NO. 125/2, PLOT NO. 158
NEAR TEEN BUILDING
ALTO, PORVORIM
BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD



भारत 12257
110934
INDIA

NON JUDICIAL गोंया (Only)
JUL 06 2015

11:39

R.0171500/- PB7147

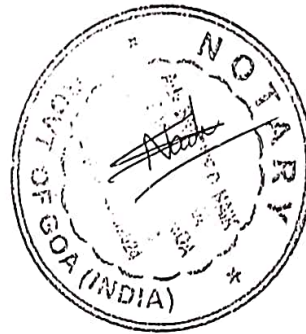
STAMP DUTY

GOA

(14)

Name of Purchaser NAYEEM SHAIKH

TRUE COPY



DEED OF SALE

THIS DEED OF SALE is made and executed at Panaji, Tiswadi, Goa on
this 18th day of March 2016;

BETWEEN

D. S. CONTRACTORS PRIVATE LIMITED, a company incorporated under
the provisions of the Indian Companies Act, 1965 bearing Certificate of
Incorporation No. 16-17058 of 1995 registered on 19/9/1995 before the Registrar
of Companies Punjab, H.P. and Chandigarh and having its registered office at
H.No.3634, Sector 69, Mohali, —, Punjab, India and having its
Administrative office at "Villa Fatty", House No.22/111, Bay View Colony, Near

Donapaula, Panaji, Tiswadi, Goa, holding Pan Card bearing No. and represented herein vide Resolution dated 14th March 2016, through its Managing Director **SHRI. SWARAN SINGH**, son of Shri. S. Teja Singh, 55 years of age, married, Businessman, Indian National, resident of "Villa Fatty", House No.22/111, Bay View Colony, Near N.I.O Circle, Donapaula, Panaji, Tiswadi, Goa, holding Pan Card No. and hereinafter referred to as **"THE VENDOR"** (Which expression unless repugnant to the context or meaning thereof shall mean and include all its Directors, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

MR. NAYEEM SHAIKH, s/o Shaffi Mohammed Shaikh, 44 years of age, married, Businessman, Indian National, having PAN Card bearing No. , resident of Flat No. 1, Building No. CA-2, "Sapna Gardens", Alto-Porvorim, Bardez-Goa, hereinafter referred to as **"THE PURCHASER"** (Which expression unless repugnant to the context or meaning thereof shall mean and include his legal heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS there exists a property bearing survey No.130/1-A identified as **"BRAMAPUR"** situated at Ella within the limits of Village Panchayat Ella, Taluka and Registration Sub District of Ilhas, District North Goa in the State of Goa which property is described as a whole under No.6148 at folio 148 overleaf of Book B-16 (New) and hereinafter referred to as the **"SAID LARGER PROPERTY"** better described in Schedule No. I herein below.



AND WHEREAS, 3/4th of the said Third Division of the said larger property is a distinct property by itself described in the Land Registration Office of Ilhas Taluka under No.6152 at pages 148 overleaf of Book 16 (New) and inscribed in favour of Ramchandra Venkatexa Sinai Dhumatkar under No. 3361 at pages 79 overleaf of Book G-9.

AND WHEREAS, 1/4th of the same Third Division of the said larger property being a distinct property by itself is described under no.6153 at folio 149 of Book B-16 (New), stands inscribed in favour of Vinaeca Ramchandra Sinai Dumotcar under No.1140C at folio 165 of Book F-19.

AND WHEREAS, both the parts 3/4th and 1/4th of the above whole property "BRAMAPUR" admeasuring 99,500 sq. meters corresponds to survey No. 130/0 of Ella Village, Taluka Tiswadi, Goa as one distinct and separate property by itself.

AND WHEREAS, out of the entire area of 99,500 sq. meters an area of 1925 sq. meters has been acquired by the Government of Goa for public purpose after due notification under Section 4 of the Land Acquisition Act 1874, published under No. 22/41/83/RD dated 11/03/83 at page 701 of Series II No. 52 of the Official Gazette dated 24/03/83 and upon completion of the subsequent procedure the Order for acquisition was published on page 895, Series II, No.51 of the Official Gazette dated 21/03/1985 thereby reducing the area of the above said property to 97,575 sq. meters.

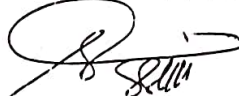


AND WHEREAS, upon the death of the said Ramchondra Vencatexa Sinai Dhumatkar, his wife Indirabai Ramchondra Dhumatkar and Vinaeca Ramchondra Sinai Dhumatkar their heirs initiated Inventory Proceedings bearing No. 60/93 before the Court of the Civil Judge Senior Division at Panaji.

AND WHEREAS, vide Judgment and Order dated 18/02/1994, the said property came to devolve upon the legal heirs of the said Ramchondra Vencatexa Sinai Dhumatkar, his wife Indirabai Ramchondra Dhumatkar and Vinaeca Ramchondra Sinai Dhumatkar.

AND WHEREAS, one of the legal heirs Shivanand Vinaeca Dhumatkar vide Agreement for Sale dated 28/04/1992 executed before the Notary Public Gajanan Dhumatkar, at Alto-Porvorim, Bardez, Goa, agreed to sell all that property better described in Schedule No. I herein mentioned to Mr. Eric Francis Sequeira and Mr. Pascoal Trindade.

AND WHEREAS, vide Deed of Sale and Conveyance dated 23/02/1995 executed before the Sub-Registrar of Ilhas, at Panaji under registration No. 1099 at pages 254 to 332 of Book I Volume No. 427 dated 7/7/1995, all the legal heirs of late Ramchondra Vencatexa Sinai Dhumatkar, his wife Indirabai Ramchondra Dhumatkar and Vinaeca Ramchondra Sinai Dhumatkar as Vendors of the one part sold all that property admeasuring 97,575 sq. meters of area better described in Schedule No. I herein mentioned to the sole Purchaser Mr. Pascoal Trindade and the Confirming Party Mr. Eric Francis Sequeira who had agreed to purchase the said property along with the said Mr. Pascoal Trindade confirmed having received



his part of the consideration money paid to the Vendors at the time of execution of the Agreement for Sale dated 28/04/1992.

AND WHEREAS, the said Mr. Pascoal Trindade upon becoming the exclusive owner in possession of the said property better described in Schedule No. I, filed a suit for Partition before the Deputy Collector at Panaji, Goa, under Case No. LND/PART/49/96 for partition of his holding admeasuring 97575 sq. meters of area from the area acquired by the Government of Goa.

AND WHEREAS, vide Orders dated 25/07/1996 and 28/1/1997 the Deputy Collector, Panaji, Goa, confirmed the partition of the holding admeasuring 97575 sq. meters of area from the area acquired by the Government of Goa and accordingly allotted to the partitioned portion a new survey No. 130/1-A.

AND WHEREAS, the said larger property better described in Schedule No. I has been converted into non agriculture under Rule 7 of Goa Daman and Diu Land Revenue (Conversion use of land and non agricultural assessment) Rule 1969 vide Sanad bearing No.CNV/TIS/10/97, dated 1/7/1997 from the office of the Sub Divisional office and Deputy Collector, Sub- Division, Panaji, Ilhas, Goa.

AND WHEREAS, the said Mr. Pascoal Trindade sub-divided the said larger property into two phases i.e., Phase I and Phase II vide Development certificates issued by the Village Panchayat of Sc-Old-Goa under reference Nos. VP/SOG/75/15/2000-2001 dated 2/5/2000 for Phase I for an area of 54297 sq.



meters and VP/SOG/599/15/2002-2003 dated 16/10/2002 for Phase II for an area of 43,278 sq. meters respectively.

AND WHEREAS, accordingly the said Mr. Pascoal Trindade has carried out the Sub-division of Plots of the 'SAID PROPERTY' described in Schedule II, duly approved by the Senior Town Planning Department, Government of Goa Panjim, Ilhas, Goa vide letter No.TIS/959/ELL/02/403 dated 1/10/2002 and final N.O.C of Sub- Division has been granted by Village Panchayat of Se-Old- Goa, vide letter No.VP/SOG/599/15/2002/2003 dated 16/10/2002.

AND WHEREAS vide Deed of Sale dated 20th April 2006, registered with Sub Registrar of Ilhas under registration No.1142 at pages 1 to 58 Book No. I, Volume 1630 dated 25-4-2006, the said Mr. Pascoal Trindade and his wife Mrs. Albertina Trindade sold all that property admeasuring 43,278 square meters of the land, better described in Schedule No. II herein mentioned to M/s. Gold Coast Villas Pvt. Ltd.

AND WHEREAS, thus the said M/s. Gold Coast Villas Pvt. Ltd., became the exclusive owner in possession of the "SAID PROPERTY" referred to as Phase II and better described in Schedule No. II herein below.

AND WHEREAS, the Town and Country Planning Department has granted its approval to M/s. Gold Coast Villas Pvt. Ltd., under Nos. Tis/4390/Ella/07/380 dated 19/03/08, for Plot bearing No.C-S-2- 815, Tis/4393/Ella/07/381 dated 19/03/08 for Plot bearing No. C-S-2-894,



Tis/4391/Ella/08/407 dated 26/03/08, for Plot No. 133 and C-S-2 667 (amalgamated) and Tis/4392/Ella/08/408 dated 26/03/08, for Plot bearing No. 103 and C-S-2 544 (amalgamated) for construction of residential buildings (revised).

AND WHEREAS, the Village Panchayat of Se-Old-Goa has issued revised construction licence bearing Nos. VP/SOG/173/File/2011-12 dated 16/05/2011, for plot No. CS2 815, under no. VP/SOG/174/2011-12 for plot no. 133 CS2 667, under no. VP/SOG/175/File/2011-12 for plot No. CS2 894 dated 17/05/2011, and under no. VP/ SOG/176/File/2011-12 for plot No. 103 CS2 544 dated 17/05/2011 for construction of Residential Buildings (Revised) in the above said plots.

AND WHEREAS out of the said property better described in Schedule No. II herein, M/s. Gold Coast Villas Pvt. Ltd., sold all those plots of land bearing Nos.133 CS2 667 totally admeasuring area 1054 sq.mtrs, CS2 815 admeasuring an area of 815 sq.mtrs, CS2 894 admeasuring area 894 sq.mtrs, and 103 CS2 544 totally admeasuring an area of 1062 sq.mtrs and collectively admeasuring an area of 3825 sq. meters and which plots form part of Phase II of the said property known as "BRAMAPUR" situated at Ella within the limits of Village Panchayat of Ella, Taluka and Registration Sub District of Ilhas, District North Goa and better described in Schedule No. II hereunder to the present VENDOR vide Deed of Sale dated 30/11/2011 registered before the Sub-Registrar of Ilhas at Panaji under Book-1 Document, Registration Number PNJ-BK1-03218-2011 CD Number PNJD12 on 01/12/2011.

AND thus the VENDOR herein became the absolute owner in possession of the said plots.



AND WHEREAS, out of the said four plots, M/s. D.S. Contractors Private Limited has offered to sell all that plot bearing No.133 CS2 667 totally admeasuring area 1054 sq.mtrs, more particularly described in the Schedule No. III along with the approvals, permissions and the licences for construction to Mr. Nayeem Shaikh, the PURCHASER herein for a total consideration of ₹ 49,00,000/- (Rupees Forty Nine Lakhs only).

AND WHEREAS, the PURCHASER herein has agreed to purchase from the VENDOR all that said plot better described in Schedule No.III herein below mentioned for a total consideration of ₹ 49,00,000/- (Rupees Forty Nine Lakhs only) and upon the terms and conditions mentioned herein under.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:



IN PURSUANCE of the aforesaid agreement and in total consideration of the sum of ₹ 49,00,000/- (Rupees Forty Nine Lakhs only) paid by the PURCHASER to the VENDOR, the receipt whereof the VENDOR does hereby admit and acknowledge and of and from the same and every part thereof do hereby forever acquit, release and discharge the PURCHASER, the VENDOR as the absolute and exclusive owner of the SAID PLOT bearing No.133 CS2 667 admeasuring area 1054 sq.mtrs and more particularly described under Schedule No. III hereunder, does hereby grant, sell, assign, release, transfer, convey and assure unto the PURCHASER absolutely and forever the SAID PLOT delineated in red in the plan annexed hereto duly signed by the parties, TOGETHER WITH all and singular rights, liberties, privileges, easements, profits, advantages and appurtenances whatsoever to the SAID PLOT or any part thereof

belonging or in any way, appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part thereof to belong or be appurtenant thereto AND also together with all the dæds, documents, writings and other evidence of title relating to the SAID PLOT or any part thereof AND ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law and in equity of the VENDOR into, out of or upon the SAID PLOT or any part thereon free from any and all encumbrances, charges and liens TO HAVE AND TO HOLD the SAID PLOT and rights thereto in the SAID PLOT hereby granted, conveyed and assured or expressed so to be with all its rights and appurtenances UNTO and TO the use and benefit of the PURCHASER forever, SUBJECT to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government, Viilage Panchayat Body or the Authorities or any other public body in respect thereof from the date of execution of these presents and subject to the terms and conditions hereinafter mentioned.



The VENDOR covenants with the PURCHASER that the VENDOR has in itself absolute authority, right, title and power to transfer and convey all its right, title and interest in the SAID PLOT hereby conveyed and undertake to indemnify the PURCHASER against any person/s, entity, organization etc. who may legally prove a better title.

3. The VENDOR does hereby covenant with the PURCHASER that the VENDOR has not done, committed or knowingly or willingly suffered or

A handwritten signature in black ink.

A handwritten signature in black ink.

been party or privy to any act, deed or thing whereby they are prevented from granting and conveying the SAID PLOT and all rights in respect thereto in the manner aforesaid or whereby the same or any part thereof are, is, can or may be charged, encumbered or shall prejudicially affect the estate, title or otherwise, howsoever of the SAID PLOT.

4. The VENDOR has delivered unto the PURCHASER exclusive and vacant possession of the SAID PLOT and the PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy and possess, enjoy and develop the SAID PLOT hereby conveyed with its appurtenances and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the VENDOR or its, executors, legal representatives, administrators, assigns or any of them or by any person/s claiming to or from, under or in trust for it.

The VENDOR also assures the PURCHASER that there are no mortgages, encumbrances, charges, liens or any other liability of whatsoever nature on the SAID PLOT conveyed by these presents and that there has been no prior agreement oral or written, registered or unregistered with any third party in respect thereto.

6. The VENDOR also covenants with the PURCHASER that the said Plot is not subject matter of any land acquisition, dispute or any litigation, encroachment, attachment, execution proceedings etc., and is absolutely free from encumbrances.



7. The PURCHASER shall hold the SAID PLOT free and clear and freely and clearly and absolutely exonerated and forever released and discharged by the VENDOR and well and sufficiently saved, defended, kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned or to claim by, from or in trust for it. The VENDOR agrees that it shall at all times hereinafter perform and observe all and any of the covenants herein stated and the VENDOR shall keep the PURCHASER and his heirs, successors, assigns, nominee/s, including any person/s claiming through or under the PURCHASER harmless against all suits, proceedings, costs, charges, claims or demands and the VENDOR shall keep the PURCHASER indemnified against any and all such contingencies or loss.



8. The VENDOR and its executors, legal representatives, administrators, assigns, successors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the SAID PLOT or any part hereby conveyed by, from, under or in trust for the VENDOR or its successors and all persons, assigns, executors or any of them shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the SAID PLOT and every part thereof hereby conveyed unto and to the use of the PURCHASER in the manner aforesaid as shall be reasonably required by the PURCHASER, his heirs, successors or assigns.



9. The VENDOR shall on execution of these presents handover to the PURCHASER all the original documents and evidence of title, in its possession, pertaining to the SAID PLOT.
10. The VENDOR on the execution of this Deed has handed over the physical possession of the SAID PLOT to the PURCHASER.
11. The PURCHASER shall be entitled on execution of these presents to carry out mutation of the SAID PLOT in the corresponding Form I & XIV/survey plan in his name and the VENDOR undertakes to sign all such form, affidavits etc. wherever required for effectively transferring the SAID PLOT in the name of the PURCHASER and as such the VENDOR gives their express no objection to enter name of the PURCHASER in the land revenue records.
12. The VENDOR and the PURCHASER do hereby declare that the SAID PLOT does not belong to Scheduled Castes and Scheduled Tribes pursuant to the notification No. RD/LAND/LRC/318/77 dated 21/08/1978.
13. For the purpose of stamp duty the said Plot bearing No. 133 CS2 667 is valued at ₹ 49,00,000/- (Rupees Forty Nine Lakhs only) and accordingly stamp paper @ 3.5% amounting to ₹ 1,71,500/- is paid herewith.



SCHEDULE NO. I

[LARGER PROPERTY]

ALL THAT Part and parcel of land bearing survey No. 130/1-A, identified as "BRAMAPUR" situated at Ella, within the limits of Village Panchayat of Ella, Taluka and Registration Sub-District of Ilhas, District North Goa, State of Goa, which property is described as a whole under No. 6148 at folio 148 of Book B-16 (New) and 3/4th portion of the Third Division of the same independently described under No. 6152 at folio 148 (R) of Book B-16(New) and 1/4th of the same Division being described under No. 6153 at Folio 149 of Book B-16 (New) and not enrolled in the Taluka Revenue Office and is bounded as under:-

On or towards the EAST : by Lake;

On or towards WEST : by Public Road;

On or towards the NORTH : by Rivulet;

On or towards the SOUTH : by Road.

SCHEDULE NO. II

[SAID PROPERTY]

ALL THAT PORTION of the said property surveyed under No. 130/1-A, admeasuring 43278 sq. meters forming part of the larger property known as "BRAMAPUR" better described in Schedule No. I above, situated at Ella within the local limits of the Village Panchayat of Ella, Taluka and Registration Sub District of Ilhas, District North Goa, State of Goa and bounded as under:



On or towards the EAST : by survey No. 129;

On or towards WEST : by remaining portion of Survey No. 131/I-A;

On or towards the NORTH : by Survey Nos. 133 and 132 and;

On or towards the SOUTH : by 10 meters Public Road.

SCHEDULE NO. III

[DESCRIPTION OF THE SAID PLOT]

All that Plot No. 133 CS2 667 admeasuring 1054 sq. mts which is distinct sub-divided plot forming part of the said property better described in Schedule II above, situated at Ella, within the limits of the Village Panchayat of Ella, Tiswadi Taluka, District North Goa and is bounded as under:

On or towards the EAST : by plot No. 134 and 136;

On or towards WEST : by Open space;

On or towards the NORTH : by internal road;

On or towards the SOUTH : by 10 meters Road.

The said plot is delineated in red in the plan annexed to this Deed of Sale and duly signed by the parties which forms the part of the present Deed.

IN WITNESS WHEREOF the parties aforementioned have executed this deed on the day and year first hereinabove written.



SIGNED, SEALED AND DELIVERED]

BY THE WITHIN-NAMED VENDOR]

D.S. CONTRACTORS PRIVATE LIMITED]

THROUGH ITS MANAGING DIRECTOR]

SHRI. SWARAN SINGH]



L. H.

R. H.



SIGNED, SEALED AND DELIVERED]

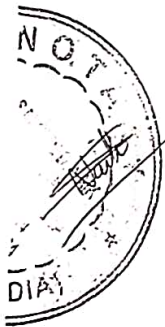
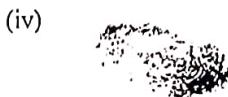
BY THE WITHIN-NAMED PURCHASER]

MR. NAYEEM SHAIKH]



L. H.


R. H.




A handwritten signature in black ink, appearing to read "Nayeem Shaikh".

A handwritten signature in black ink, appearing to read "Nayeem Shaikh".

IN THE PRESENCE OF:

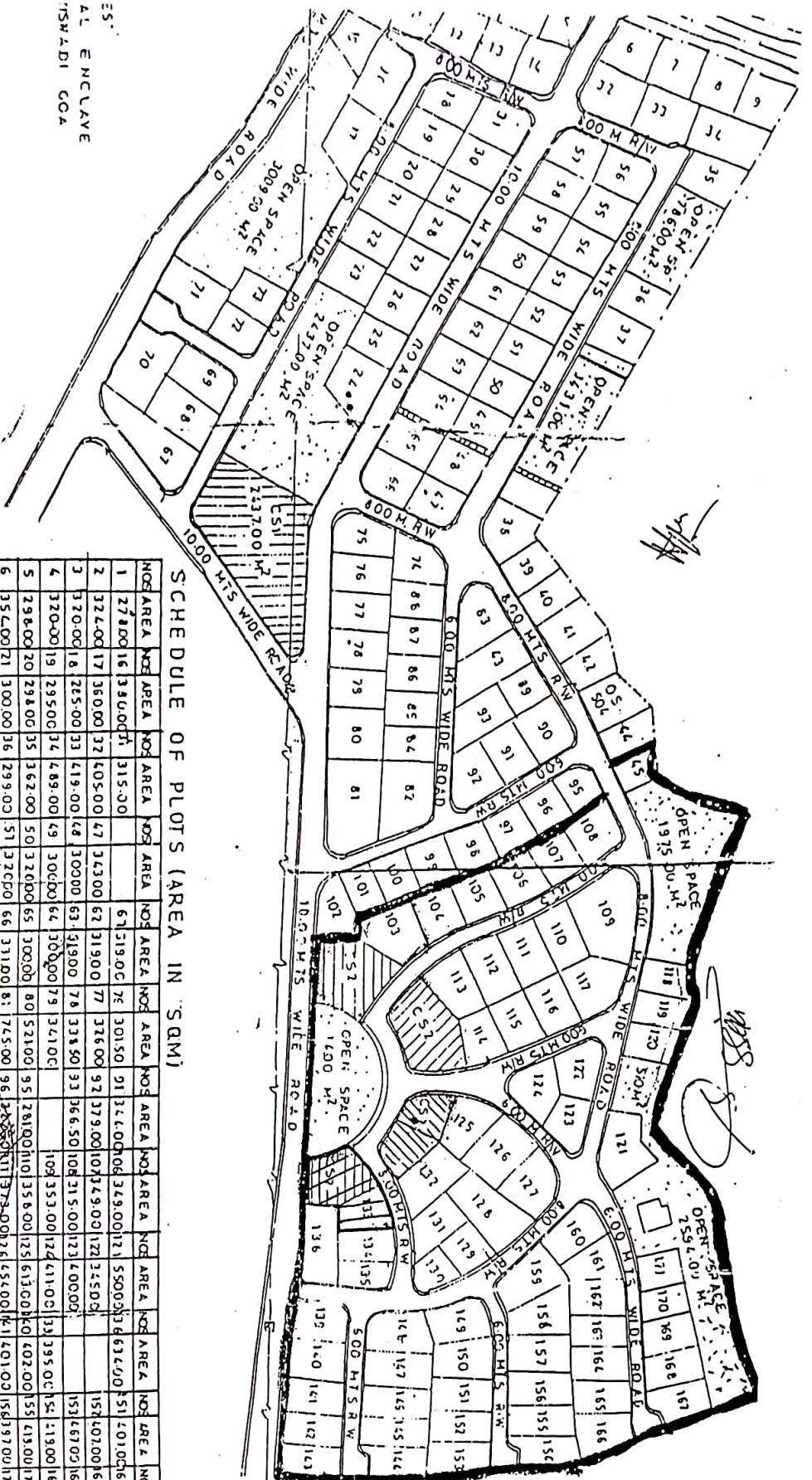
1. 
(AJAY VERNEKAR)

2. 
(Salome Naik)









SCHEDULE OF PLOTS (AREA IN SQ.M)

PLANNING AND DESIGN

ES
AL ENCLAVE
TSMADI COA

MSA & DI GCA



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 18-03-2016 03:10:16 PM

Document Serial Number : 674




Presented at 02:24:00 PM on 18-03-2016 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	98000.00
2	Processing Fees	280.00
	Total :	98280.00

Stamp Duty Required: 171500.00

Stamp Duty Paid: 171500.00

Nayeem Shaikh presenter

Name	Photo	Thumb Impression	Signature
Nayeem Shaikh, S/o Shaffi Mohammed Shaikh, Married, Indian, age 44 Business, r/o Flat no. 1, Building no. CA-2, Sapna Gardens Alto Porim, Bardez Goa. Pan no.			

Endorsements

Executant

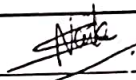
1. Swaran Singh, S/o S. Teja Singh, Married, Indian, age 55 Years, Business, r/o Villa Fatty H. no. 22/111, Bay View colony, Near N.I.O Circle, Dona Paula Panaji Goa. Managing Director of D.S. Contractors Pvt. Ltd Com. Pan No. Office at H. no. 3634, sector 69, Mohali Panjab Adm. Office at Villa Fatty House no. 22/111, Bay view Colony, Near Dona Paula Panaji, Tiswadi Goa

Photo	Thumb Impression	Signature
		

Nayeem Shaikh, S/o Shaffi Mohammed Shaikh, Married, Indian, age 44 Years, Business, r/o Flat no. 1, Building CA-2, Sapna Gardens Alto Porvorim, Bardez Goa. Pan no.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv. Salome Naik, W/o Dinesh Naik, Married, Indian, age 33 Years, Advocate, r/o H. no. S3, Axle Residency, Alto Porvorim, Bardez Goa	


Sub Registrar

Sub-REGISTRAR
II

Scanned By:-



Signature:-

Designed and Developed by C-DAC, ACTS, Pune



Book-1 Document
Registration Number PNJ-BK1-00652-2016
CD Number PNJD45 on
Date 21-03-2016

Sub-Registrar (Ilhas/Tiswadi)

SUB-REGISTRAR
ILHAS

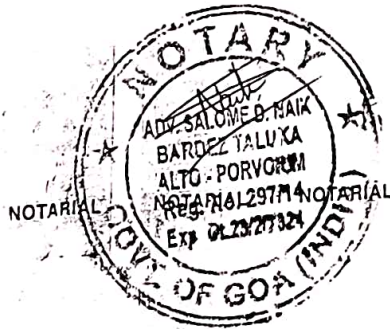
Scanned By:-

K-chodankar


Signature:-



Designed and Developed by C-DAC, ACTS, Pune



CERTIFIED TRUE COPY OF THE ORIGINAL
No. 1483 DATED 29/4/2022


Adv. Salome D. Naik
Advocate & Notary
Bardez Taluka
Alto-Porvorim, Goa
Reg. No. 297

NOTARIAL

NOTARIAL

NOTARIAL