

(RUPEES NINETY THOUSAND ONLY)

Citizencredit co-operative Bank Ltd.

Margosa Branch,

Shop No. C-1, Ground Floor, Block D-1,

Borhakh Women,

Margosa, Goa - 401 507

D-1 (STPM) / C.R. / 25 / 11 / 2013 - RD

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GOA

NON JUDICIAL

23.8.2018

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For CITIZENCREDIT™
CO-OP BANK LTD

Yash

Authorised Signatory

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Name of Purchaser LEENA D'SOUZA



DEED OF SALE

Be

Leena D'Souza

THIS DEED OF SALE is made on this 24th day of the month of August, 2018 at Mapusa, Sub-District of Bardez Taluka, District of Goa;

BETWEEN;

1. 1) **MRS. VIRGINIA D'SOUZA**, 48 years of age, wife of Lancelot D'Souza, married, business, Indian National, holder of Pan Card No. [REDACTED] and her husband;
- 2) **MR. LANCELOT D'SOUZA**, 52 years of age, married, son of Luis D'Souza, service, Indian National, holder of Pan Card No. [REDACTED] and both residing at D-102, Kamat Galaxy, Peddem, Mapusa, Bardez, Goa; hereinafter called the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) OF THE FIRST PART;

AND;

1. **M/S L & B ASSOCIATES**, A Partnership Firm registered in Goa and having its office at First Floor, Jewel Height, Opp. Mapusa Court Garden, Altinho, Mapusa, Bardez, Goa; represented by its Partners:
 - (i) **MRS. LEENA D'SOUZA**, wife of Mr. Joseph Thomas D'Souza, 54 years of age, married, business, Pan card no. [REDACTED] Indian National, and resident of Eden Garden, Damadem, Tivim, Bardez, Goa;
 - (ii) **MR. BRENDON D'SOUZA**, 31 years of age, bachelor, son of Mr. Joseph Thomas D'Souza, business, Pan card no. [REDACTED] Indian National, resident of Eden Garden, Damadem, Tivim, Bardez, Goa; hereinafter called "THE

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PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) **OF THE SECOND PART.**

All the parties in this Deed are Indian Nationals.

WHEREAS the "Partner No. 1 of M/S. L & B ASSOCIATES MRS. LEENA D'SOUZA is represented in this agreement by her duly constituted attorney partner no. 2 **MR. BRENDON D'SOUZA** by virtue of Power of Attorney dated 8/12/2014 and executed before Notary Shri. S. J. Sardessai at Mapusa under serial No. 27615/2014;

AND WHEREAS at Village Revora, Bardez, Goa which is within the limits of Village Panchayat of Revora, Bardez taluka and sub-district of Bardez, District of Goa, there exists an immovable property known as "**SICOLDA SMALDAD**" also known as "**SINGOLDA**". The said entire property totally admeasuring 11,400 sq.mts., and is surveyed under No.22/2 of Village Revora Survey Records. The said entire property is described in the Land Registration Office of Bicholim under no. 11345 of Book B-29 and under inscription No. 14795 and enrolled in the Taluka Land Revenue Office under matriz number 224 of first circumscription of Revora;

AND WHEREAS initially the said property belonged to late Kamlabai Vassudev Naik and her children Mr. Ramesh Vassudev Naik married to Mrs. Godavari R. Naik, Mrs. Sulbha A. Bhanghi married to Mr. Amritrao V. Bhanghi and Mr. Shrikant V. Naik married to Mrs. Indirabai S. Naik;




AND WHEREAS Kamlabai Vassudev Naik expired on 2/03/2006 at Siolim, Bardez, Goa leaving behind her above mentioned children as her sole and universal heirs who have succeeded to her estate;

AND WHEREAS subsequently Ramesh Vassudev Naik expired intestate on 16/01/2008 and after his death, a deed of succession was drawn in the office of the Civil Registrar cum Sub Registrar and Notary ex-officio Pernem, Goa at page no. 94 V onwards under book no. 15 on 13/05/2011, declaring Mrs. Asha Naik alias Godavaribai Naique as his widow and half sharer/moiety holder and two sons namely Mr. Ashok alias Ashish Ramesh Naik and Mr. Vassudev alias Vishal Ramesh Naik as his sole legal heirs;

AND WHEREAS by virtue of inheritance and succession the above mentioned persons became the lawful owners in possession of the said property and were enjoying the same peacefully, uninterruptedly and without any obstruction/interference from any person of whatsoever nature as owners thereof;

AND WHEREAS in the survey records the names of Shri. Caetano Pinto, Shri. Ormelas Pinto and the name of Fermino Lobo were wrongly recorded in the occupant's column of survey records though they had no right in the said property;

AND WHEREAS the said 1) Mrs. Godavari R. Naik 2) Mr. Vassudev Ramesh Naik 3) Mr. Ashok alias Ashish Ramesh Naik 4) Mrs. Nora Ashok Naik 5) Mrs. Sulabha A. Bhangji 6) Mr. Amritrao Y. Bhangji 7) Mr. Shrikant V. Naik 8) Mrs. Indirabai S. Naik who were absolute owners of the said property sold the same to Mr. Kavinish K. Harmalkar and Mr. Rajesh Manohar Parab by Deed of Sale dated 30/3/2012 duly registered at the office of the Sub-Registrar of Bardez, under no. BRZ-BK-1-01497-2012 in Book

By

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no. 1 CD No. BRZD305 dated 30/03/2012. However only because the names of the said Shri. Caetano Pinto , Shri. Ornelas Pinto and the name of Fermino Lobo were wrongly recorded in the occupant's column of survey records of the said property for the purpose of confirmation the son of the said late Caetano Pinto and son of late Fermino Lobo and the said Mr. Ornelas Pinto along with their respective spouses were made parties to the said Sale Deed.

AND WHEREAS the said Mr. Kavinash K. Harmalkar and Mr. Rajesh Manohar Parab have developed the said property into various plots with an intention to sell the same to the interested purchasers;

AND WHEREAS the said Mr. Kavinash K. Harmalkar and Mr. Rajesh Manohar Parab along with their respective spouses sold Plot No. 26 of the said property to the Vendor No. 1 herein by Deed of Sale dated 3rd July, 2012 duly registered at the office of the Sub-Registrar of Bardez, under no. BRZ-BK-1-02941-2012 in Book no.1 CD No. BRZD343 dated 3/07/2012;

Thus by virtue of the said Deed executed on 3/07/2012 the Vendor's herein became the exclusive owners in possession of the said Plot No. 26;

AND WHEREAS the Vendor No. 1 partitioned the said Plot and presently the said Plot No. 26 admeasuring 799 Sq.mts. is surveyed under No. 22/2-B of Village Revora survey records;

AND WHEREAS, the Vendors herein are the exclusive owners in possession of a property known as "SICOLDA SMALDAD" also known as "SINGOLDA " totally admeasuring 799 sq.mts., and is surveyed under No. 22/2-B of Village Revora Survey Records. The said entire plot of land together with the entire property is described in the Land Registration Office of



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Bicholim under no. 11345 of Book B-29 and under inscription No. 14795 and enrolled in the Taluka Land Revenue Office under matriz number 224 of first circumscription of Revora.

AND WHEREAS, the Purchaser's have approached the Vendors that they desires to purchase the said property totally admeasuring 799 sq.mts., and surveyed under No. 22/2-B of Village Revora Survey Records, for a total consideration of the sum of **Rs.30,00,000/- (Rupees Thirty Lakhs Only).**

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

- 1) That in consideration of a sum of **Rs.30,00,000/- (Rupees Thirty Lakhs Only)**, paid by the Purchaser's to the Vendors; vide Cheque drawn on Citizen Credit Co-operative Bank Ltd; Mapusa Branch dated 24/08/2018 for **Rs. 20,00,000/- (Rupees Twenty Lakhs)** bearing No. 002564 drawn in favour of Vendor No. 1 and for **Rs. 10,00,000/- (Rupees Ten Lakhs)** bearing No. 002563 drawn in favour of Vendor No. 2, the Vendors having hereby acknowledged the receipt of the same, the Vendors do hereby sell to the Purchasers the said property totally admeasuring 799 sq.mts., and surveyed under No. 22/2-B of Village Revora Survey Records, in favour of the Purchasers absolutely and forever and that the Purchasers shall enjoy the same as their own chattel without any interference from the Vendors or anyone on their behalf.

- 2) The Vendors do hereby agree to save and keep indemnified the Purchasers from and against all losses, damages, claims or costs which he may sustain by reasons of any claim being made by anybody to the said property.

- 3) The Vendors have today put the Purchasers in unconditional, exclusive, peaceful, and vacant possession of the said property, and the Purchasers may from time to time or at all times hereafter, peaceably and quietly enter upon, occupy or possess and enjoy the said property, hereby conveyed with its appurtenances and the rents, issues and profits



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[Signature]

thereof and every part thereof for their own use and benefit without any suit, or demand whatsoever from or by the Vendors or their heirs or any person or persons claiming or to claim under or in trust for them or any of them.

4) The Purchasers shall absolutely and exclusively hold the said property free and clear, and freely and clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the Vendors and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estate title charge and encumbrances whatsoever had made, executed, occasioned and suffered by the Vendors or by any other person or persons claiming or to claim by from under or in trust for them.

6) The Vendors do hereby covenant, undertake and declare as under:-

(a) That the said property totally admeasuring 799 sq.mts., and surveyed under No. 22/2-B of Village Revora Survey Records is free from all encumbrances, charges, equities, claims or demands, whatsoever and that the Vendors have not done anything whereby the said property may be subject to any attachment or lien of any Bank, Court or person whatsoever.

(b) That there are no pending suits, appeals, litigations or other proceedings whatsoever in any Court of Law or Tribunal or any other legal forum relating to the said property.

(c) That the said property is not subject matter of any acquisition or requisition nor affected by any



Government Notification or Order under any Ordinance Act, Defense of India Act or C.A.D.A. area initiated or pending in respect of the said plot by the Government or Central Government or any other authority or local body.

(d) That there are no outstanding encumbrances, mortgages, charges, liens, notices for acquisition setbacks, easements in respect of the said property totally admeasuring 799 sq.mts., and surveyed under No. 22/2-B of Village Revora Survey Records affected by any prohibitory order of injunction or attachment either before or after judgment.

7) That the Vendors has no objection whatsoever to the inclusion of the name of the purchasers in the survey records i.e. in the Form I & XIV of survey no. 22/2-B of Village Revora survey records.

8) The Vendors and the Purchasers hereby declare that the parties to the present Deed of Sale do not belong to Schedule Caste/Schedule Tribe, pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21.08.1989.

9) The mutually agreed price and consideration of the said property is Rs.30,00,000/- (Rupees Thirty Lakhs Only), which is its fair market value and accordingly this deed is typed on stamp papers of Rs. 90,000/- (Rupees Ninety Thousand Only).



SCHEDULE - I

A immovable property admeasuring 799 sq.mts., known as "SICOLDA SMALDAD " also known as " SINGOLDA ", situated at Village Revora, within the jurisdiction of the Village Panchayat of Revora, Taluka Bardez, Sub District Bardez, District North Goa, State of Goa and is surveyed under No. 22/2-B of Village Revora Survey Records.

The said property admeasuring 799 sq.mts, and surveyed under No. 22/2-B of Village Revora Survey Records is bounded as under:-

NORTH : By the property surveyed under no. 22/3;
 SOUTH : By 6 mts wide road ;
 EAST : By public road ;
 WEST : By plot No. 1 of the property surveyed under no. 22/2.

IN WITNESS WHEREOF this Deed is signed by the parties on the day, month and year first above written.

By 





SIGNED, SEALED and DELIVERED

by the withinnamed VENDOR No.1



Virginia D'Souza

(MRS. VIRGINIA D'SOUZA)

Left Hand Fingers

Impression

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5. 

Right Hand Fingers

Impression

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4. 
5. 

Virginia

Virginia D'Souza

Virginia

SIGNED, SEALED and DELIVERED by
the withinnamed VENDOR NO. 2



L. D'Souza



(MR. LANCELOT D'SOUZA)

L. D'Souza

Left Hand Fingers

Impression



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Right Hand Fingers

Impression



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5.



L. D'Souza

L. D'Souza

SIGNED, SEALED AND DELIVERED by the within named "PURCHASER'S ", for self and as attorney of Partner no. 1 of M/S. L & B ASSOCIATES



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M/S. L & B ASSOCIATES

Partner No. 2

MR. BRENDON D'SOUZA

Left Hand Fingers

Impression

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Right Hand Fingers

Impression

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IN THE PRESENCE OF WITNESSES:-

1.  Adv. N. N. Naik
(Adv. N. N. Naik)
2.  Adv. T. Dhanjekar
(Adv. T. Dhanjekar)

Adv. T. Dhanjekar

REG_I_53548_6

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 24-08-2018 03:11:32 PM

Document Serial Number : 3609

Presented at 02:28:00 PM on 24-08-2018 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	60000.00
2	Processing Fees	280.00
	Total :	60280.00

Stamp Duty Required: 90000.00

Stamp Duty Paid: 90000.00

Brendon D'souza presenter

Name	Photo	Thumb Impression	Signature
Brendon D'souza, S/o Joseph Thomas D'souza , Married, Indian, age 31 Years, Business, r/o Eden Garden, Damadalem, Tivim Bardez Goa., For Self as POA holder for Purchaser no 1 POA dated 8/12/2014, executed before Notary S.J Sardesai at Bardez vide reg no 27615/2014.			

Endorsements

Executant

1 . Brendon D'souza, S/o Joseph Thomas D'souza, Married, Indian, age 31 Years, Business, r/o Eden Garden, Damadalem, Tivim Bardez Goa. For Self & as POA holder for Purchaser no 1 POA dated 8/12/2014, executed before Notary S.J Sardesai at Bardez vide reg no 27615/2014.

Photo	Thumb Impression	Signature
		

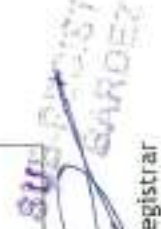
2 . Virginia D'Souza , w/o Lancelot D'Souza , Married, Indian, age 52 Years, Business, r/oD-102 Kamat Galaxy Peddem Mapusa Bardez Goa .

Photo	Thumb Impression	Signature
		

3 . Lancelot D'Souza, s/o Luis D'Souza, Married, Indian, age 52 Years, Service, r/oD-102, Kamat Galaxy, Peddem, Mapusa, Bardez, Goa. PAN No. ADQPL2614L.

Photo	Thumb Impression	Signature
		

Identification		
Sr No.	Witness Details	Signature
1	Snehank Sadekar , S/o Bhagwan Sadekar, UnMarried, Indian, age 25 Years, Advocate, r/o h.no 36, Casarvorem Pernem Goa	


Sub-Registrar

Mutation Challan Paid vide challan No 201800733049 dated 24.8.2018 of Rs 1000/-

Scanned By - *Sadanand*

Signature - *Sadanand*

Designed and Developed by C-DAC, ACTS, Pune


Sub-REGISTRAR
GARDEZ

3609/18

Book-1 Document
Registration Number BRZ-BK1-03759-2018
CD Number BRZD802 on
Date 27-08-2018

Sub-Registrar (Bardez)

Scanned By:- *Sabharwal*

SUB-REGISTRAR

BARDEZ

Signature:- *Impandkar*

Designed and Developed by C-DAC, ACT5, Pune