FOR CITIZENCREDIT TO CO-OP BANK LTD Minestra

Authorised Signato

CITIZEN CREDIT CO-OP BANK LTD E-320, RUA DE OUREM PANAJI, GOA 403 001

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

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Rs.0135000/-PB6818

INDIA STAMP DUTY

GOA

Name of Purchaser MR. SHAIKH JIYAZ AHMED



#### **DEED OF SALE**

THIS DEED OF SALE is made at Vasco Da Gama, Goa on this 20<sup>th</sup> day of January 2020. (20.01.2020)

and Andrew Ages

# **BETWEEN**

1. Mr. SALLEM SHAIKH, Son of Mr. Nabi Shaikh, aged 38 years,
Married, Businessman, Indian National, holding PAN Card bearing
No. Aadhaar Card bearing No.
Mobile No. 9 2. MRS. FARZANA SHAIKH, Wife of
Mr. Saleem Shaikh, Daughter of Mr. Sanaulla Shaikh, aged 29 years,
Married, Housewife, Indian National, holding PAN Card bearing No.
R, Aadhaar Card bearing No. Mobile No.
9 both residents of H.No.54/AC, New Township,
Cavorim, Chandor, Salcete, Goa, 3. MR. INAITH SHAIKH, Son of
Mr. Nabi Shaikh, aged 36 years, Married, Businessman, Indian
National, holding PAN Card bearing No. Aadhaar
Card bearing No. , Mobile No. , 4. MRS.
BIBI MARIAM SHAIKH, Wife of Inaith Shaikh, Daughter of Mr.
Alla Baksh Abdul Gaffar Momin, aged 25 years, Married, Housewife,
Indian National, holding PAN Card bearing No.
Aadhaar Card bearing No. Mobile No. 4,
both residents of H.No.54/AC, New Township, Cavorim, Chandor,
Salcete, Goa, 5. MR. ILYAS ABDUL RAHOOF DHALAYAT, Son
of Mr. Abdul Rahoof Dhalayat, aged 25 years, Married, Businessman,
Indian National, holding PAN Card bearing No.
Aadhaar Card bearing No. Mobile No.
6. MRS. SEBIA BI LALANAWAR, Wife of Mr. Ilyas Abdul
Rahoof Dhalayat, Daughter of Mr. Isac Lalanawar, aged 23 years,
Married, Housewife, Indian National, holding PAN Card bearing No.
, Aadhaar Card bearing No. Mobile
No. both residents of F-A1, 1st Floor, Ace Co-op
Society, Vidyanagar, Margao, Salcete, Goa hereinafter referred to as
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(VXV)



the VENDORS (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their heirs, legal representatives, successors, administrators, executors and assigns) of the FIRST PART



#### **AND**

1. MR. MUZAFFAR KADRI, Son of Manzoor Kadri, aged 40 years, Married, Businessman, having PAN Card bearing No.

Aadhaar Card bearing No.

Indian National, Resident of Flat No.205, Kamat Harmony, Taleigao, Tiswadi, Goa, 2. MR. SHAIKH JIYAZ AHMED, Son of late Shaikh Fakrudin, aged 46 years, Married, Businessman, having PAN Card bearing No.

Mobile No.

Indian National, Resident of Flat No.C-16/260, Garden View Apartments, Vodlem Bhat, Taleigao, Tiswadi, Goa hereinafter referred to as the PURCHASERS (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their heirs, legal representatives, successors, administrators, executors and assigns) of the SECOND PART

All parties to this Deed are Indian Nationals.

WHEREAS the VENDOR No.2 herein is duly represented by her Power of Attorney holder her husband MR. SALEEM SHAIKH, Son of Mr. Nabi Shaikh, aged 38 years, Married, Businessman, Indian National, resident of H.No.54/AC, New Township, Cavorim, Chandor, Salcete, Goa vide Power of Attorney dated 22.09.2017, executed before Prasad S. Naik, Notary, Salcete Taluka, State of Goa, registered under Registration No. 1585, dated 22.09.2017 and the same is valid and not revoked.

WHEREAS the VENDOR No.4 herein is duly represented by her Power of Attorney holder her husband MR. INAITH SHAIKH, Son of Mr. Nabi Shaikh, aged 36 years, Married, Businessman, Indian National, resident of H.No.54/AC, New Township, Cavorim, Chandor, Salcete, Goa, vide Power of Attorney dated 03.10.2017, recuted before Prasad S. Naik, Notary, Salcete Taluka, State of Goa, red istered under Registration No. 1663, dated 03.10.2017 and the same is valid and not revoked.

WHEREAS there exist all that property identified as ANTOLEAO CHEAMALTER/ANTOLEA O CHEARMATHE/ANTOLEA CHEM MATEM, situated at Quelossim, within the limits of Village Panchayat of Quelossim, Taluka and Registration Sub District of Mormugao, District of South Goa, State of Goa, bearing Survey No. 100/1 of Village Quelossim, which property is described in the Office of Land Registrar of Salcete under No. 37797 at folio 190 (R) of Book B-97 (New) and is enrolled in Taluka Revenue Office under Matriz No.400 more particularly described in the SCHEDULE – I hereunder written and herein after referred as "THE SAID WHOLE PROPERTY".

AND WHEREAS THE SAID WHOLE PROPERTY was originally belonging to one Madeu Esso Naique alias Madeva Esso Naik alias Madu Esso Naique alias Madu Esso Naik as stands inscribed in his favour on 16.12.1952 under No.44918 at folio 13 of Book G-52 in the Office of Sub Registrar of Salcete.

AND WHEREAS the said Madeu Esso Naique alias Madeva Esso Naik alias Madu Esso Naique alias Madu Esso Naik died on 25.10.1957 and his widow Shanu Naik died on 08.12.1986 leaving behind their legal heirs as confirmed by the Deed of Succession dated 26.02.2010 drawn at folio 84 to 87 of Deed Book No. 1547 in the

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Office of The Civil Registrar Cum Sub Registrar and Notary Ex-Officio of Salcete, Margao, Goa.

AND WHEREAS VENDORS No.1, 3, 5 and 6 herein vide Deed of Sale dated 30.05.2019, duly registered in Book 1 Document, under Registration Number MOR-1-1150-2019, dated 04.06.2019 before Sub-Registrar of Mormugao, Goa acquired ownership rights to all that ot of land identified as Plot A, admeasuring an area of 825 Square leters, surveyed under Survey No.100/1 of Village Quelossim, Mormugao Taluka carved out and forming part and parcel of THE SAID WHOLE PROPERTY, which plot of land is more particularly described in the SCHEDULE II hereunder written and hereinafter referred to as "THE SAID PLOT".

AND WHEREAS vide Deed of Declaration Cum Confirmation dated 12.11.2019, duly registered in Book 1 Document, under Registration Number MOR-1-2138-2019, dated 13.11.2019 before Sub-Registrar of Mormugao, Goa, 1. Mrs. Tulsi Banu Naik, 2. Mrs. Samati Naik and 3. Mrs. Bayana alias Beena Naik have ratified, declared and confirmed the Principal Deed/Deed of Sale dated 30.05.2019.

AND WHEREAS in the Deed of Sale dated 30.05.2019, duly registered in Book 1 Document, under Registration Number MOR-1-1150-2019, dated 04.06.2019 before Sub-Registrar of Mormugao, Goa under the SCHEDULE-1 which describes the SAID WHOLE PROPERTY, it is inadvertently mentioned that property is described in the Office of the Land Registrar of Bardez instead of Salcete, Matriz Number as 212 instead of 400 and South Boundary of the SAID WHOLE PROPERTY as by Survey No.200/7 of Quelossim Village instead of by Survey No.100/7 of Quelossim Village.

AND WHEREAS further vide Deed of Rectification dated 03.01.2020 duly registered in Book 1 Document, under Registration No. MOR-1-40-2020, dated 08.01.2020 before Sub-Registrar of Mormugao, Goa the Principal Deed of Sale dated 30.05.2019 has been rectified to the effect that the SAID WHOLE PROPERTY is described in the Office of Land Registrar of Salcete, Matriz Number as 400 and the South boundary of the SAID WHOLE PROPERTY as by Survey No.100/7 of Quelossim Village and as such errors occurred in the Principal Deed of Sale dated 30.05.2019 have been rectified and similarly the above rectifications shall also be part of the Deed of Declaration Cum Confirmation dated 12.11.2019.

AND WHEREAS names of VENDORS No. 1,3,5 and 6 appears in the Occupant Column of the Form I & XIV pertaining to the Survey No. 100/1 of Village Quelossim, Mormugao Taluka, State of Goa.

AND WHEREAS VENDORS herein have compounded the SAID PLOT by putting barbed wire from all the sides.

AND WHEREAS the present VENDORS are desirous of selling THE SAID PLOT better described in the SCHEDULE – II hereunder written for a total consideration of Rs.

AND WHEREAS the VENDORS have agreed to sell and the PURCHASERS have agreed to purchase THE SAID PLOT better described in the SCHEDULE – II hereunder written for a total consideration of Rs.

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#### NOW THIS DEED OF SALE WITNESSES AS FOLLOWS: -



A. An amount of Rs. (Don't) vide Cheque dated 22.01.2020, bearing No. 209840, drawn on State Bank of India, Panaji Goa Branch in

favour of VENDOR NO.1,

B. An amount of Rs.

No. 209841, drawn on State Bank of India, Panaji Goa Branch in favour of VENDOR NO.3,

C. An amount of Rs.

Only) vide Cheque dated 22.01.2020, bearing No. 209844, drawn on State Bank of India, Panaji Goa Branch in favour of VENDOR NO.5,

D. An amount of Rs.

No. 209843, drawn on State Bank of India, Panaji Goa Branch in favour of VENDOR NO.6,

E. An amount of Rs.

y) vide Cheque dated 22.01.2020, bearing No. 155211, drawn on The Goa Urban Co-operative Bank Ltd, Market Branch, Panaji, Goa in favour of VENDOR NO.1,

F. An amount of Rs. 5,62,500/-(Rupees Five Lakhs Sixty Two Thousand Five Hundred Only) vide Cheque dated 22.01.2020, bearing

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No. 153242, drawn on The Goa Urban Co-operative Bank Ltd, Market Branch, Panaji, Goa in favour of VENDOR NO.3,

G. An amount of Rs.

y) vide Cheque dated 22.01.2020, bearing No. 153240, drawn on The Goa Urban Co-operative Bank Ltd, Market Branch, Panaji, Goa in favour of VENDOR NO.5,

H. An amount of Rs.

y) vide Cheque dated 22.01.2020, bearing No. 153241, drawn on The Goa Urban Co-operative Bank Ltd, Market Branch, Panaji, Goa in favour of VENDOR NO.6, the VENDORS have agreed to sell THE SAID PLOT admeasuring an area of 825 Square Meters more particularly described in SCHEDULE-II hereunder written, the receipt whereof the VENDORS do hereby acknowledge as having received and from the same and every part whereof acquit, release and discharge the PURCHASERS which represents its market value.

### 2. The VENDORS have represented to the PURCHASERS that: -

- a. The title of the VENDORS to the SAID PLOT is clear and marketable to the best of knowledge of the VENDORS.
- b. The VENDORS have not agreed to sell the SAID PLOT to any other person or persons.
- c. There are no litigations, legal proceedings of any nature pending in any court or tribunal in respect of the SAID PLOT/SAID WHOLE PROPERTY with any third person nor do the VENDORS have notice of acquisition of the

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SAID PLOT to the best of the knowledge of the VENDORS.

d. That there are no Lessees, Mundkars, Tenants to the SAID PLOT/SAID WHOLE PROPERTY nor any right to access or any other type of encumbrance on the SAID PLOT or any part thereof.

3. The VENDORS do hereby grant, convey, assure and transfer by way of sale UNTO the PURCHASERS TO HAVE AND TO HOLD free from all encumbrances with benefits, pension and other rights, liberties, easements, appendages and appurtenances and ALL estate, right, title, interest, property claim and demand whatsoever attached to the SAID PLOT to the use of the PURCHASERS absolutely and forever.

4. The VENDORS do hereby covenant with the PURCHASERS, that notwithstanding any act, deed or thing whatsoever by the VENDORS or by way of predecessors, entitled, the VENDORS now have in them good right, full powers and absolute authority to convey the SAID PLOT to the use of the PURCHASERS now and at all times hereafter peacefully and quietly to enter upon, to have, occupy, hold, possess and enjoy the SAID PLOT hereby conveyed with its appurtenances and to receive issues, profit thereof and to every eviction, interruption, claim and demand whatsoever from the VENDORS or their successors or by any other person/s claiming by, from, under or in trust for them and that free and clearly and absolutely acquitted, exonerated, released and forever discharged and otherwise by the VENDORS well and sufficiently saved from and against all former

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and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter made, executed, occasioned or suffered by the VENDORS or any person/s claiming by, from under or in trust of them. And that the VENDORS and all persons claiming any estate right or title in the SAID PLOT shall and will from time to time and at all times hereafter at the request and at the cost of the PURCHASERS do and execute or cause to be done or execute all such further and other acts, deeds, conveyance and assurance for better, further and more perfectly and absolutely granting the SAID PLOT hereby granted and conveyed UNTO and to the use of the PURCHASERS in the manner aforesaid as shall or may be reasonably required by the PURCHASERS, their successors and assigns or their counsel/s at law. And the VENDORS declare that they have not done orally or in writing, omitted or knowingly or willingly suffered of being party to any act, deed or thing whereby they are prevented from granting and conveying the SAID PLOT in the manner aforesaid.

- 5. The PURCHASERS shall be also entitled to sell, mortgage, lease or otherwise alienate the SAID PLOT hereby conveyed subject to the terms herein contained to anyone without the consent of the VENDORS and/or any other person who may have acquired before and who may hereafter acquire any right, title or interest.
- 6. The VENDORS do hereby covenant with the PURCHASERS that, for any defect in the title of the VENDORS or otherwise or at any time the PURCHASERS are dispossessed of the whole or part thereof of the SAID PLOT hereby conveyed, the VENDORDS or their heirs,

successors in interest and assignee shall indemnify/compensate for the losses so occasioned.

The VENDORS further covenant that from the moment of the xecution of this Deed, all the rights, title, interest of the VENDORS in the SAID PLOT under sale stands transferred in favour of the PURCHASERS and it would be open to the PURCHASERS to get their name/s mutated/entered in the Records of Rights before the appropriate authority and to carry out subsequent partition of the land holding in respect of the SAID PLOT and use the same in whatsoever manner as they like and to exercise all rights of the lawful owners. The VENDORS agrees to sign all other papers and documents in favour of the PURCHASERS and grants no objection thereto.

- 8. The VENDORS do hereby also undertake to settle any claim/claims that may be made in future by whomsoever under any right and shall co-operate with the PURCHASERS to execute the Deed of Rectification to this Deed if the need arise in future for better transfer of the right to the SAID PLOT in favour of the PURCHASERS.
- 9. The possession of the SAID PLOT and necessary original documents thereto shall be handed over to the PURCHASERS herein upon execution of the present deed.

10. A plan depicting the SAID PLOT of land hereby sold/conveyed is

annexed hereto and forms an integral part of this deed.

11. The VENDORS do hereby declare that the SAID PLOT does not belong to the occupancies of Schedule Caste/Schedule Tribe and has never been notified as such.

12. That the VENDORS have obtained necessary No Objection ertificate having Reference No. DH/56/49(6)/MTP/2019/805, dated 2.2019 from the Office of the Town Planner, Town & Country Planning Department, Mormugao Taluka Office, Vasco, Goa for the registration of the present Sale Deed.

13. In cases omitted herein and in cases, which are contrary to or inconsistent with the clauses stipulated herein above, the provisions of the Transfer of Property Act, 1882 and other applicable Legislations shall be enforceable.

# SCHEDULE – I (OF THE SAID WHOLE PROPERTY)

ALL THAT property identified as ANTOLEAO CHEAMALTER/ANTOLEA O CHEARMATHE/ANTOLEA CHEM MATEM, situated at Quelossim, within the limits of Village Panchayat of Quelossim, Taluka and Registration Sub District of Mormugao, District of South Goa, State of Goa, bearing Survey No. 100/1 of Village Quelossim, which property is described in the Office of Land Registrar of Salcete under No. 37797 at folio 190 (R) of Book B-97 (New) and is enrolled in Taluka Revenue Office under Matriz

No.400 and bounded as under:-

ON THE NORTH: - By Survey No.99 and 119 of Quelossim

ON THE SOUTH: - By Survey No.100/7 of Quelossim

ON THE EAST: - By Survey No.101 and 100/7 of Quelossim

ON THE WEST: - By Survey No.99 and 98 of Quelossim

# SCHEDULE – II (OF THE SAID PLOT HEREBY CONVEYED)

THAT PLOT of land identified and known as Plot A, at measuring 825 Square Meters, surveyed under Survey No. 100/1 of Village Quelossim, Mormugao, Goa forming part of the whole property better described in Schedule – I herein above, within the limits of Village Panchayat of Quelossim, Mormugao Taluka, District of South Goa, State of Goa shown marked in red colour in the plan annexed hereto and is bounded as under: -

ON THE NORTH: - By 6.00 meters wide road

ON THE SOUTH: - By part 100/1

ON THE EAST: - By Survey No.98 of Quelossim Village

ON THE WEST: - By part 100/1

IN WITNESS WHERE OF the parties hereto have signed this deed on the day, month and the year first mentioned herein above.

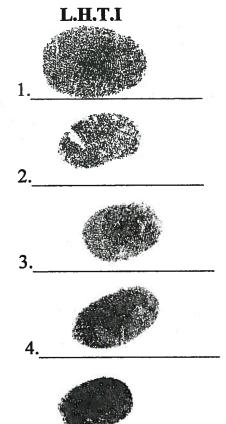
BY THE WITHIN NAMED VENDORS

# 1. MR. SALEEM SHAIKH

(For Self and as a Power of Attorney of

VENDOR No.2 MRS. FARZANA SHAIKH)





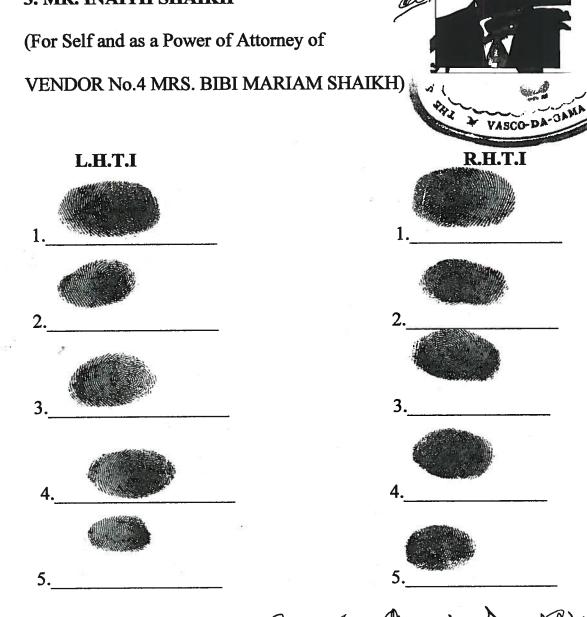


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# BY THE WITHIN NAMED VENDORS

# 3. MR. INAITH SHAIKH



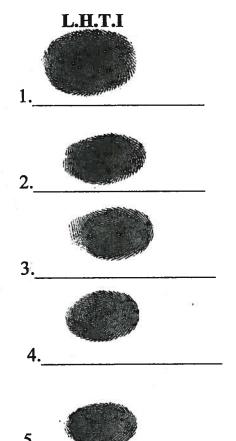
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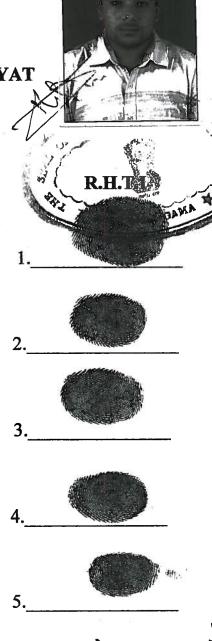
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BY THE WITHIN NAMED VENDORS

5. MR. ILYAS ABDUL RAHOOF DHALAYAT





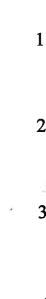
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BY THE WITHIN NAMED VENDORS
6. MRS. SEBIA BI LALANAWAR



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5			5

BY THE WITHIN NAMED PURCHASERS

1. MR. MUZAFFAR KADRI

# L.H.T.I

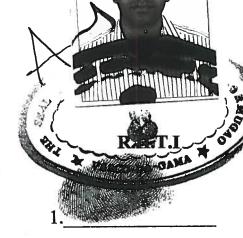


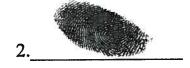






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BY THE WITHIN NAMED PURCHASERS

2. MR. SHAIKH JIYAZ AHMED

# L.H.T.I

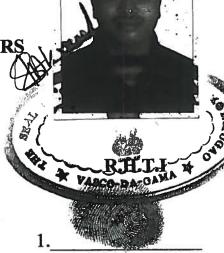




















#### Witnesses: -

Mr. Manzoor Aslam Kadri
 H.No.328/1/F/1, Dhaktem Bhatt,
 Santa Cruz, Tiswadi, Goa

Ms. Geetanjali Sameer Gadekar
 H.No.115, Narendra Mayekar Road,
 Near Cine Elmonte, Vasco Da Gama, Goa

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# **Government of Goa**

# **Document Registration Summary 2**

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

Print Date & Time : - 22-Jan-2020 03:01:20 pm

Document Serial Number :- 2020-MOR-142

Presented at 02:01:08 pm on 22-Jan-2020 in the office of the Civil Registrar-cum-Sub

Registrar, Mormugoa along with fees paid as follows

Sr.No	Description		Rs.Ps
1	Stamp Duty		
2	Registration Fee		
3	Mutation Fees		
4	Processing Fee		
		Total	
Stamp Duty R	equired :	Stamp Duty F	Paid : 1
A 100 /20			

### Presenter

SINO	Party Name and Address	Photo	Thumb	Signature
1	Shaikh Jiyaz Ahmed ,S/o - D/o Shaikh Fakrudin Age: 46, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Flat No.C-16-260, Garden View Apartments, Vodlem Bhat, Taleigao, Tiswadi, Goa, Address2 - , PAN No.:			Ahney

#### **Executer**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Saleem Shaikh ,S/o - D/o Nabi Shaikh Age: 38, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No.54-AC, New Township, Cavorim, Chandor, Salcete, Goa, Address2 - , PAN No.:			Merrican
2	Saleem Shaikh ,S/o - D/o Nabi Shaikh Age: 38, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.No.54-AC, New Township, Cavorim, Chandor, Salcete, Goa, Address2 - , PAN No.			Stray.
3	Inaith Shaikh ,S/o - D/o Nabi Shaikh Age: 36, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No.54-AC, New Township, Cavorim, Chandor, Salcete, Goa, Address2 - , PAN No.:			South

	NGDRS: National Generic Document Registration System				
Sr.NO	Party Name and Address	Photo	Thumb	Signature	
4	Inaith Shaikh ,S/o - D/o Nabi Shaikh Age: 36, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.No.54-AC, New Township, Cavorim, Chandor, Salcete, Goa, Address2 - , PAN No			bould	
5	Ilyas Abdul Rahoof Dhalayat ,S/o - D/o Abdul Rahoof Dhalayat Age: 25, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - F-A1, 1st Floor, Ace Co-op Society, Vidyanagar, Margao, Salcete, Goa, Address2 - , PAN No.:			did -	
6	Sebia Bi Lalanawar ,S/o - D/o Isac Lalanawar Age: 23, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - F-A1, 1st Floor, Ace Co-op Society, Vidyanagar, Margao, Salcete, Goa, Address2 - , PAN No.			Hyes	
7	Muzaffar Kadri ,S/o - D/o Manzoor Kadri Age: 40, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Flat No.205, Kamat Harmony, Taleigao, Tiswadi, Goa, Address2 - , PAN No.:				
	Shaikh Jiyaz Ahmed ,S/o - D/o Shaikh Fakrudin Age: 46, Marital Status: Married ,Gender:Male,Occupation: Business, Address 1 - Flat No.C-16-260, Garden View Apartments, Vodlem Bhat, Taleigao, Tiswadi, Goa, Address 2 - , PAN No.:			Ahmed	

itness: We individually/Collectively recognize the Vendor, Purchaser, POA Holder,

or.NO	Party Name and Address	Photo	Thumb	Signature
1	Manzoor Aslam Kadri, 74, Business, Marital status: Married 403005, H.No.328/1/F/1 Dhaktem Bhat Santa Cruz Tiswadi Goa, H.No.328/1/F/1 Dhaktem Bhat Santa Cruz Tiswadi Goa Calapor, Tiswadi, NorthGoa, Goa			Sloves
2	Geetanjali Sameer Gadekar, 35 , ,7  Marital status: Married  403802, H.No.115 Narendra Mayekar Road Near Cine Elmonte Vasco Da Gama Goa, H.No.115 Narendra Mayekar Road Near Cine Elmonte Vasco Da Gama Goa, Vasco Da Gama Vasco Da Gama, Mormugao, SouthGoa, Goa			Dain!

Sub Registrar

MORMUGAO

# Document Serial No:-2020-MOR-142

Book :- 1 Document

Registration Number :- MOR-1-138-2020

Date : 22-Jan-2020

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

MORMUGAO