NKGSB CO-OP BANK LTD.
Ponda, Gna Branch

Officer / Wanager

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Serial No. 2360 2016

Presented at the Office of the Sub-Registrar of Condition between the hours of 20 Hours and 2918 1020 Hours

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SUB-RECTOTRAR PONDA SUB - REGISTRAND



DEED OF SALE

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This Deed of Sale is executed on this 11<sup>th</sup> day of the month of October, 2016, in the city of Ponda, Goa.

#### **BETWEEN**

(1) SHRI VIDHYADHAR YESHWANT SHET VERENKAR, son of late Shri Yeshwant Vinayak Shet Verenkar, aged about 58 years, married, businessman, having PAN No. ACCPV8208P, Adhar Card No. 221948412178 and Cellphone No. 9422445358 and his wife (2) SMT. MADHAVI VIDHYADHAR SHET VERENKAR, daughter of Anant Krishna Teli, aged about 52 years, housewife, having PAN No. ADFPV7737F, Adhar Card No. 675471669725 and Cellphone No. 9423054232, both resident of House No. 4/171/A-1 (2), Durgabhat, Ponda, Goa, hereinafter referred to as the SELLERS (which expression shall unless repugnant to the context or meaning thereof mean and include their legal heirs, administrators, successors, assignees etc.) of the FIRST PART.

#### AND

SHRI KRISHNA SAKHARAM SHETYE, son of Shri Sakharam Shetye, aged about 57 years, married, businessman, having office at Khadpabandh, Ponda, Goa and residing at 'Dwarka', 9/15/15, Khadpabandh, Ponda, Goa, having PAN No. AGHPS5875N, Adhar Card No. 616373254167, Email ID xetioconstructions@gmail.com and Cellphone No. 8805913628, hereinafter called as the 'PURCHASER' (which expression shall unless repugnant to the context or meaning thereof mean and include his legal heirs, administrators, successors, assignees etc.) of the SECOND PART.

All Parties herein are INDIAN NATIONALS.

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WHEREAS the SELLERS are entitled and are in exclusive possession and enjoyment of Plot of land being Plot No. B/2-C bearing Survey No. 171/1-A admeasuring 2415 sq. mtrs., forming part of the larger property being the half of the property GORBHAT, surveyed under Survey No. 171/1 (part) of Ponda Village of Ponda Taluka, said larger property being more particularly described in Schedule I hereunder written and said Plot No. B/2-C delineated in red lines on the Plan hereto annexed being more particularly described in Schedule II hereunder written and is herein after referred to in this Deed of Sale as 'SAID PLOT'.

AND WHEREAS SAID PLOT No. B/2-C alongwith other plots carved out of the said larger property belonged to late Shri Yeshwant Vinayak Shet Verenkar and his wife Smt. Bhimarati Yeshwant Shet Verenkar i.e. the late parents and parents-in-law of the SELLERS herein by virtue of Deed of Partition dated 28/12/1984 duly registered in the Office of the Sub-Registrar, Ponda under No. 482 at pages 357 to 378, Book No. I, Volume No. 105 dated 09/01/1987 and thus amongst other properties formed part of the estate left behind by Yeshwant Vinayak Shet Verenkar and his wife Bhimarati Yeshwant Shet Verenkar.

22/3/1994 and his wife Smt. Bhimarati Yeshwant Shet Verenkar expired on 15/10/2006 leaving behind Smt. Bhaguirati Mahadev Pawaskar (nee Nila Shet Verenkar) married to Shri Mahadev Shantaram Pawaskar, Smt. Kiran Kamlakant Shet Shirodkar (nee Suranga Shet Verenkar), married to Shri Kamlakant Ganesh Shet Shirodkar, Shri Laxmidas Yeshwant Shet Verenkar and his wife Smt. Laxmidas Shet Verenkar, Shri Vidhyadhar Yeshwant Shet

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Verenkar and his wife Smt. Madhavi Vidhyadhar Shet Verenkar (i.e. the SELLERS herein) and Shri Dhananjay Yeshwant Shet Verenkar being bachelor, as their universal heirs.

AND WHEREAS in terms of Will (Public Testament) dated 10/09/1992 drawn at page 28 overleaf of Notarial Book for Wills No. 24 in the Notarial Office at Ponda executed by said late Shri Yeshwant Vinayak Shet Verenkar, some of the Plots forming part of the said larger property were bequeathed by said Shri Yeshwant Shet Verenkar being his disposable quota (Cota disponivel) in favour of the SELLER No. 1 and the said Will (Public Testament) dated 10/09/1992 was consented to by Smt. Bhimarati Yeshwant Shet Verenkar, wife of said Shri Yeshwant Vinayak Shet Verenkar by Deed of Consent executed on 01/10/1992 drawn at page 80 overleaf of Notarial Book for Deeds No. 379 in the Notarial Office at Ponda.

AND WHEREAS in terms of Deed of Gift dated 06/05/2011 duly registered in the Office of the Sub-Registrar, Ponda under No. 1218/11 at pages 185 to 218, Book No. I Volume No. 18213 dated 06/05/2011, Smt. Bhaguirathi Mahadev Pawaskar together with her husband Shri Mahadev Shantaram Pawaskar and Smt. Kiran Kamlakant Shet Shirodkar together with her husband Shri Kamlakant Ganesh Shet Shirodkar gifted in favour of the SELLER No. 1 their undivided 1/5<sup>th</sup> right each in the estate left behind by their parents and parents-in-law said Shri Yeshwant Shet Verenkar and Smt. Bhimarati Yeshwant Shet Verenkar.

AND WHEREAS on account of the bequest made by said Shri Yeshwant Vinayak Shet Verenkar in favour of the SELLER No. 1 as mentioned above and as a result of the said Deed of Gift dated

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06/05/2011 executed by Smt. Bhaguirathi Mahadev Pawaskar and Smt. Kiran Kamlakant Shet Shirodkar along with their spouses, the SELLERS are entitled to 8/20<sup>th</sup> or 2/5<sup>th</sup> right in the estate left behind by said Shri Yeshwant Shet Verenkar and are entitled to 3/10<sup>th</sup> right in the estate left behind by said Smt. Bhimarati Yeshwant Shet Verenkar.

AND WHEREAS the SELLERS herein alongwith other co-owners/successors of said Shri Yeshwant Shet Verenkar and Smt. Bhimarati Yeshwant Shet Verenkar having decided to partition among themselves the estate left behind in accordance with their entitlement and as per their respective rights therein as described hereinabove for the exclusive and independent use and enjoyment of each of the parties, executed Deed of Partition dated 23/11/2011, duly registered in the Office of the Sub-Registrar, Ponda under No. 185 at pages 18 to 69, Book No. I, Volume No. 1981 dated 10/02/2012.

AND WHEREAS on account of said partition effected in terms of said Deed of Partition dated 23/11/2011, amongst other plots allotted to the SELLERS, the SELLERS herein have been allotted SAID PLOT B/2-C admeasuring 2415 sq. mtrs., out of unsold estate of said Shri Yeshwant Shet Verenkar and Smt. Bhimarati Yeshwant Shet Verenkar, are thus entitled to enjoy and possess SAID PLOT B/2-C as owners thereof to exclusion of the other co-owners.

AND WHEREAS the name of the SELLER No. 1 herein is duly mutated in the Survey records pertaining to Survey No. 171/1-A of Village Ponda in Form I & XIV in respect of the SAID PLOT No. B/2-C.

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AND WHEREAS the SELLERS being desirous of selling SAID PLOT No. B/2-C admeasuring 2415 sq. mtrs. bearing Survey No. 171/1-A and being approached by the PURCHASER for purchase of SAID PLOT, the SELLERS agreed to sell SAID PLOT to the PURCHASER for total consideration of Rs. 1,93,20,000/- (Rupees One Crore Ninety Three Lakhs Twenty Thousand Only) in respect of SAID PLOT to be paid to the SELLERS partly in monitory terms and partly in kind by way of constructed premises as mentioned hereunder.

AND WHEREAS as agreed upon, as a part of consideration in kind, the PURCHASER has already constructed a Bungalow for the SELLERS in the Plot of land bearing Survey No. 171/1-B of Village Ponda, of which the cost of construction is Rs. 60,12,600/- (Rupees Sixty Lakhs Twelve Thousand Six Hundred Only) and has also constructed a Hall for the SELLERS in the Plot of land bearing Survey No. 171/1-D of Village Ponda, of which the cost of construction is Rs. 1,23,07,400/- (Rupees One Crore Twenty Three Lakhs Seven Thousand Four Hundred Only) and thus an amount of Rs. 1,83,20,000/- (Rupees One Crore Eighty Three Lakhs Twenty Thousand Only) stands paid towards consideration in kind out of said total consideration of Rs. 1,93,20,000/- (Rupees One Crore Ninety Three Lakhs Twenty Thousand Only) in respect of the SAID PLOT.

AND WHEREAS the PURCHASER has also made payment of Rs. 10,00,000/- (Rupees Ten Lakhs Only) by way of Cheque bearing No. 129627 dated 09/08/2016 drawn on Saraswat Co-operative Bank Limited, Ponda Branch, in favour of the SELLER No. 1, being total monitory consideration agreed upon in respect of the SAID PLOT, all

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out of said total consideration amount of Rs. 1,93,20,000/- (Rupees One Crore Ninety Three Lakhs Twenty Thousand Only).

AND WHEREAS the PURCHASER having paid total consideration amount of Rs. 1,93,20,000/- (Rupees One Crore Ninety Three Lakhs Twenty Thousand Only) in respect of the SAID PLOT as mentioned above, has requested the SELLERS to execute Deed of Sale in respect of the SAID PLOT, for which the SELLERS have agreed and as such the parties hereto having agreed on the covenants of this Deed of Sale, reduce the same in writing as under.

#### NOW THIS DEED OF SALE WITNESSESTH AS UNDER:

In pursuance of agreement of the parties herein, in respect of the SAID PLOT and in consideration of Rs. 1,93,20,000/- (Rupees One Crore Ninety Three Lakhs Twenty Thousand Only) payable partly in monitory terms and partly in kind by way of constructed premises as mentioned herein below, being the true market value of the SAID PLOT sold hereby, the SELLERS do hereby TRANSFER, CONVEY and SELL to the PURCHASER, ALL THAT Plot of land being SAID PLOT No. B/2-C bearing Survey No. 171/1-A admeasuring 2415 sq. mtrs., forming part of the larger property being the half of the property GORBHAT, surveyed under Survey No. 171/1 (part) of Ponda Village of Ponda Taluka, said larger property being more particularly described in Schedule I hereunder written and SAID PLOT No. B/2-C delineated in red lines on the Plan hereto annexed being more particularly described in Schedule II hereunder written with all privileges, benefits, use and domain whatsoever attached to the SAID PLOT, for the PURCHASER to have and to hold the same Meso forever and always.

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- Out of the said total consideration in respect of the SAID PLOT, as a part of consideration in kind, the PURCHASER has already constructed a Bungalow for the SELLERS in the Plot of land bearing Survey No. 171/1-B of Village Ponda, of which the cost of construction is Rs. 60,12,600/- (Rupees Sixty Lakhs Twelve Thousand Six Hundred Only) and has also constructed a hall for the SELLERS in the Plot of land bearing Survey No. 171/1-D of Village Ponda, of which the cost of construction is Rs. 1,23,07,400/- (Rupees One Crore Twenty Three Lakhs Seven Thousand Four Hundred Only) and thus an amount of Rs. 1,83,20,000/- (Rupees One Crore Eighty Three Lakhs Twenty Thousand Only) stands paid and adjusted towards consideration in kind out of said total consideration of Rs. 1,93,20,000/- (Rupees One Crore Ninety Three Lakhs Twenty Thousand Only) in respect of the SAID PLOT, the receipt of which the SELLERS acknowledge herein and discharge the PURCHASER of said total consideration in kind agreed upon.
- 3. The PURCHASER has also made payment of Rs. 10,00,000/(Rupees Ten Lakhs Only) to the SELLERS by way of Cheque bearing
  No. 129627 dated 09/08/2016, drawn on Saraswat Co-operative Bank
  Limited, Ponda Branch, in favour of the SELLER No. 1, being total
  monitory consideration agreed upon in respect of the SAID PLOT, the
  receipt of which the SELLERS acknowledge herein and discharge the
  PURCHASER of said total consideration in kind agreed upon and as
  such the SELLERS acknowledge herein receipt of total consideration
  in respect of the SAID PLOT and does hereby acquit, discharge and
  release the PURCHASER from the same and every part of the said
  total consideration amount of Rs. 1,93,20,000/- (Rupees One Crore

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Ninety Three Lakhs Twenty Thousand Only) in respect of the SAID PLOT sold hereby.

- 4. The SELLERS hereby covenant having delivered vacant and peaceful possession of the SAID PLOT to the PURCHASER and assure the PURCHASER of enjoying and possessing the SAID PLOT as owner thereof without any interference from the SELLERS or any other person lawfully claiming under the SELLERS or any third person for all times hereafter.
- 5. The SELLERS do hereby generally covenant with the PURCHASER that the SAID PLOT is free from any encumbrances including lease, mortgage etc., charges and liens of whatsoever nature or litigation or legal proceedings of whatsoever nature.
- 6. The SELLERS do hereby covenant and declare that they shall stand for the PURCHASER and shall unconditionally indemnify the PURCHASER in the event of any lawful claim or objection in respect of the SAID PLOT is raised by any other person lawfully claiming ounder SELLERS or any third party for all times hereafter.

The SELLERS do hereby convey no objection to transfer the inscription of the SAID PLOT in the name of the PURCHASER in concerned Government Offices and undertake to sign necessary Applications, swear Affidavits and other writings as may be required to secure transfer of inscription of the SAID PLOT in the name of the PURCHASER.

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The SELLERS and PURCHASER do hereby identify SAID 8. PLOT being the one described in SCHEDULE II hereunder written and delineated in red lines in the plan annexed hereto.

### SCHEDULE I

(of larger property)

All that half of the property 'Gorbat' situated at Shantinagar, Ponda, Sub-District Ponda and District South Goa, within the limits of Ponda Municipal Council, constituting single autonomous unit and is bounded on the East by the property of Apu Oleiro, Bolo Shet and Sada Shet Arshekar, Survey No. 170, on the West by the Municipal Road, on the North by half of the property Gorbat belonging to Rukmin Shet Verenkar Survey No. 169 and on the South by the property belonging to Balduino Coelho now Krishna Kamat, Survey No. 172, said entire half of the property 'Gorbat' is described in the Land Registration Office under No. 1886 in Book B 22 Old and registered in the Land Revenue Office Ponda under No. 669 and surveyed under Survey No. 171/1 of Village Ponda.

## SCHEDULE II

(of Plot Sold hereby)

All that Plot B/2-C admeasuring 2415 sq. mtrs., bearing Survey No. 171/1-A of Village Ponda, situated at Shantinagar, Ponda, Sub-District Ponda and District South Goa, within the limits of Ponda Municipal Council, forming part of the half of the property Gorbat more particularly described in Schedule I written herein above, said Plot B/2-C admeasuring 2415 sq. mtrs delineated in red lines in the plan annexed hereto being bounded as under:

On the East: By the property bearing Survey No. 170/3 and 4.

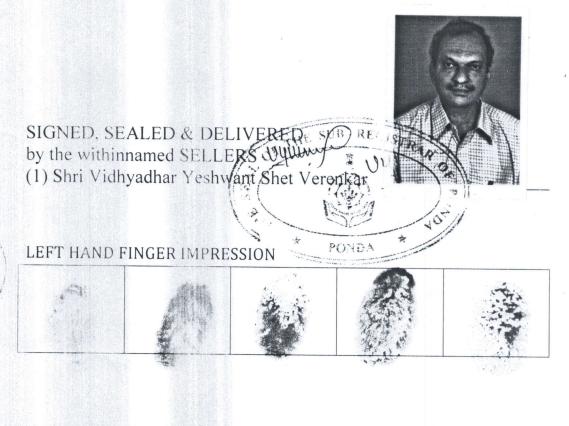
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On the West: Partly by the mundcarial Plot No. 1 of area 450 sq. mtrs. of Smt. Mathuri Mamlekar and Shri Gokuldas Mamlekar and partly by the strip of land 8.00 mtrs. wide reserved for access road.

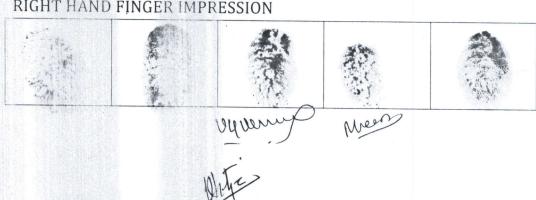
On the North: By the property bearing Survey No. 169 (part).

On the South: Partly by the Plot No. B/2-E and partly by property bearing Survey No. 170/1.

IN WITNESS WHEREOF the parties hereto have hereunto executed this DEED OF SALE, the day, the month and the year hereinabove mentioned.



RIGHT HAND FINGER IMPRESSION

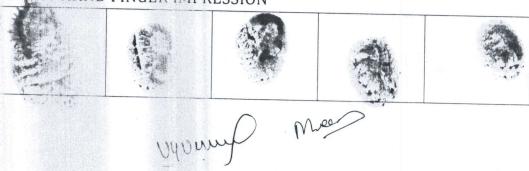


(2) Smt. Madhavi Vidhyadhar Shet Verenkar

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LEFT HAND FINGER IMPRESSION

## RIGHT HAND FINGER IMPRESSION



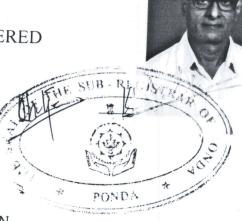
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SIGNED, SEALED & DELIVERED

by the within named

**PURCHASER** 

Shri Krishna Sakharam Shetye



# LEFT HAND FINGER IMPRESSION



## RIGHT HAND FINGER IMPRESSION



In presence of:

1. Ujwala Neit, Birth. 2. Deepak Bandal Beury

### **EXECUTING PARTIES**

(1) SHRI VIDHYADHAR YESHWANT SHET VERENKAR, son of late Shri Yeshwant Vinayak Shet Verenkar, aged about 58 years, married, businessman, (2) SMT. MADHAVI VIDHYADHAR SHET VERENKAR, daughter of Anant Krishna Teli, aged about 52 years, housewife, both resident of House No. 4/171/A-1 (2), Durgabhat, Ponda, Goa.

3 SHRI KRISHNA SAKHARAM SHETYE, son of Shri Sakharam Shetye, aged about 57 years, married, businessman, having office at Khadpabandh, Ponda, Goa and residing at 'Dwarka', 9/15/15, Khadpabandh, Ponda, Goa.

executing partel Nos- one to three . admits execution of the so called

Vidhyacehan yeshwant SheT VARINICAR VIIV

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Miss Viwala Raju Naik, major gage, Survice: un marvired, Indian Mational. residingat Borim Ponda Goa.

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Ronda dated 18/10/2016.