

RUPEES THREE LAKH FIFTEEN THOUSANDS THREE AND FIFTY ONLY)

CITIZEN CREDIT CO-OPERATIVE  
BANK LTD  
SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L.  
SWATANTRA PATH, VASCO-DA-GAMA  
GOA - 403 802

भारत 03647  
105283

NON JUDICIAL गोंया  
JUL 05 2014



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Rs.0315350/- PB7122

D-5/STP(V)/C.R./35/33/2011-RD

INDIA STAMP DUTY GOA

Name of Purchaser: COMMONWEALTH DEVELOPERS Pvt LTD

FOR CITIZEN CREDIT  
CO-OP BANK LTD

AUTHORISED SIGNATORY



3465



DEED OF SALE

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This Deed of Sale is executed at Margao on this 22<sup>nd</sup> day of the month of July in the year 2014.



**BETWEEN**

1. Mr. Atik Ismail Banducda, son of late Ismail Banducda, aged 46 years, married, businessman, Indian nationals having PAN card No. [REDACTED] and his wife;

2. Mrs. Ruksana A. Banducda, daughter of R. Abdul Wahid, aged 38 years, housewife, Indian Nationals having PAN Card no. [REDACTED] and both residents of B Bungalow, behind post office, Aquem, Margao, Goa, hereinafter referred to as the VENDORS of the One Part.

**AND**

**COMMONWEALTH DEVELOPERS PVT. LTD** a registered Company with registered office at CD Fountainhead, Murida Fatorda 403602 having PAN No. [REDACTED] and represented herein by its Managing Director **SHRI DATTA DAMODAR NAIK**, son of Damodar Kashinath Naik, aged about 59 years, married, resident of Comba Margao Goa hereinafter referred to as the VENDEE of the Other part.

Each of the expression the VENDORS and the VENDEE herein used shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns.

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**WHEREAS :**

A. Within the jurisdiction of Margao Municipal Council and in ward Aquem there is a plot identified as plot no. 17 admeasuring 1002 sq. mts. which plot is part of the property Tolcaicattem and surveyed under chalta no. 59 of P.T. sheet No. 196. The said property Tolcaicattem is described in the land registration office of Salcete under No. 40077 at page 177 reverse of Book B 103 of New Series, enrolled in the Land Revenue Office of Salcete under Matriz no. 1152 more clearly described in Schedule herein below & hereinafter referred to as the SAID PLOT.

B. The said plot was originally owned by Datta Damodar Naik son of Late Damodar Kashinath Naik who sold the plot to Shri Damodar Bhagwant Chimulkar by deed of sale dt. 14<sup>th</sup> Nov. 1978 registered under no. 140 at pages 269 to 273 sheet no.1 vol. 202 dt. 30<sup>th</sup> Jan. 1979. By order dt. 1<sup>st</sup> April 1980 the claim of Damodar Bhagwant Chimulkar to the plot under chalta no. 59 P.T. sheet No. 196 was admitted. The form B in respect of chalta no. 59 shows Damodar Bhagwant Chimulkar.

C. By deed of sale dt. 3<sup>rd</sup> June 2003 Damodar Bhagwant Chimulkar and his wife Smita sold the said plot to the VENDORS at Sr. No. 1, which deed is registered under no. 1913 at pages 523 to 544 book no. 1 Vol. no. 1489 dt. 19/6/2003.

D. The VENDORS entered into an agreement of sale cum development dated 11<sup>th</sup> April 2013 with 'New Empire Builders and Developers' a partnership firm having partners as VENDORS at Sr. No. 1 and Gulreiz Ahmed Khan which agreement of sale cum development is cancelled by deed of cancellation dt. 7<sup>st</sup> June 2014.

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E. The said plot was mortgaged to Central Bank of India for housing loan availed by the VENDORS at sr. No. 1 and the said mortgage has been released by Central Bank of India upon payment of the mortgage amount and the Central Bank of India has issued a letter dt. 26/06/2014 to that effect and the original title deed of VENDORS at sr. no. 1 has been handed over to him.



F. The VENDORS have represented to the VENDEE that

(a) There are no liabilities of whatsoever nature in respect of the said plot.

(b) The VENDORS as well as 'New Empire Builders and Developers' have not entered into any other agreement other than the agreement dt. 11<sup>th</sup> April 2013 which has been cancelled.

(c) The VENDORS as well as 'New Empire Builders and Developers' have not entered into any agreement to sell any apartments to any third parties with respect to the agreement dt. 11<sup>th</sup> April 2013 .

(d) There are no limitations of whatsoever nature in respect of the said plot and the VENDORS are entitled into this deed of sale.

G. Based upon the said representations the VENDEE have agreed to purchase the plot for development by construction of apartments. The terms of this transfer have been reduced in writing.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. The VENDORS hereby transfer, convey and sell free from all encumbrances to the VENDEE and VENDEE hereby purchase from the VENDORS 9/16<sup>th</sup> of the undivided right title and interest in the said plot surveyed under chalta no. 59 of P.T. Sheet no. 196 described in the SCHEDULE I and shown in the plan attached hereto for a consideration of **Rs. 90,10,000/- (Ninety Lakhs & Ten Thousand only)** .

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2. The said consideration amount is agreed to be paid in the following manner

(a) An amount of **Rs. 10,000/- (Rupees Ten Thousand only)** is paid today to the VENDORS. The VENDORS admit having received the said part consideration and

(b) The remainder consideration amount of **Rs. 90,00,000/- (Rupees Ninety lakhs only)** shall be paid by way of construction and allotment of seven apartments along with seven parking slots in the stilts on the undivided area of 7/16<sup>th</sup> retained by the VENDORS in the said plot which is proportionate to the said seven apartments and which apartments are as per revised plan submitted to the South Goa Planning & Development Authority South Goa at Margao for a development permission.

(c) The said seven apartments & seven parking slots in the Stilt area to be allotted to the VENDORS are Apartment no. 202 admeasuring 88.08 m<sup>2</sup> super built up area , Apartment no. 203 admeasuring 88.08 m<sup>2</sup> super built up area (Second Floor); Apartment no. 301 admeasuring 93.43 m<sup>2</sup> super built up area , Apartment no. 302 admeasuring 88.08 m<sup>2</sup> super built up area , 303 admeasuring 88.08 super built up area (Third Floor); Apartment no. 401 admeasuring 93.43 m<sup>2</sup> super built up area , Apartment no. 402 admeasuring 88.08 m<sup>2</sup> super built up area (Fourth Floor) in the building to be constructed in the said plot.

3. In respect of the terms and conditions of construction and allotment of the seven apartments along with seven parking slots in the stilt referred to hereinabove a separate agreement has been entered into between the VENDORS and the VENDEE for which the VENDORS have agreed.

4. The undivided share in the land of the said plot retain by the VENDORS to the extent of 7/16 which corresponds to the 7 apartments admeasuring an area of 627.26 m<sup>2</sup> super built up area along with parking slots to be constructed by the VENDEE towards



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the consideration of Sale of 9/16<sup>th</sup> undivided share in the said plot corresponding to nine apartments along with nine parking slots . Any increase or decrease in FAR or any change in the area of the building will not affect the said consideration and the Apartments to be constructed for the VENDORS.



5. By virtue of this deed the VENDORS hereby grant possession of the said plot to the VENDEE for the purposes of development by construction of a multistoried building. The VENDEE is entitled to build 16 apartments alongwith 16 parking slots in the stilt area totally admeasuring super built up area of 1452.08 m2 as per revised plans submitted for the approval to the South Goa Planning and Development Authority and in terms of the license to be issued by the Margao Municipal Council.

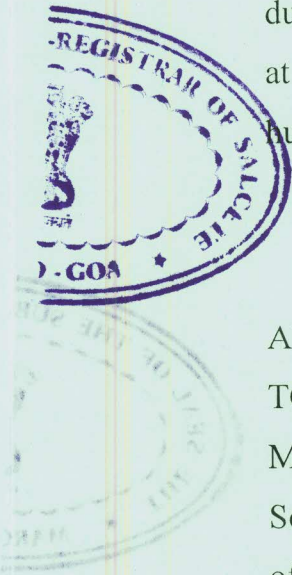
6. The VENDEE is entitled to enter into any third party transaction with parties of the choice of the VENDEE in respect of the nine apartments other than agreed to be built for VENDORS as per clause 2C herein above alongwith nine parking slots in the stilt area which is the entitlement of the VENDEE. The VENDEE shall be entitled to transfer any of the said nine apartments alongwith 9 parking slots in the stilt by executing appropriate conveyance deeds in favour of third parties of their choice without any reference to the VENDORS.

7. The VENDORS shall execute such documents required for the purposes of making the title of the VENDEE to 9/16<sup>th</sup> proportionate undivided share in respect of the said plot at the cost the VENDEE. The VENDEE is entitled to get their name incorporated in the property card/form D maintained under the Land Revenue code for Margao city. The VENDORS hereby grant no objection for the purpose of incorporating the 9/16<sup>th</sup> share in the said plot in favour of the VENDEE.

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*[Handwritten signature]*

8. The value of the said 9/16<sup>th</sup> share of the said plot which corresponds to 564 m<sup>2</sup> is valued at Rs 90,10,000/- (Rupees: Ninety Lakhs & Ten Thousand Only) which is more than the minimum rate fixed under Goa Stamp Rules 2003 for the purpose of stamp duty and accordingly this deed is embossed on Stamp Paper valued at Rs.3,15,350/- (Rupees Three lakhs Fifteen Thousand Three hundred & Fifty only), which is borne and paid by the VENDEE.



#### SCHEDULE I

All that Plot no. 17 admeasuring 1002 m<sup>2</sup> of the property known as TOLCAICATEM situated at aquem alto, within the area of Margao Municipal Council , taluka and sub-district of Salcete , District of South Goa , State of Goa , described in the land registration office of Salcete under no. 40,077 at page 177 reverse of Book B 103 of New Series , enrolled in the land revenue office under matriz no. 1152 and the said plot surveyed under chalta no. 59 of P.T. Sheet no. 196 and bounded  
on the east by reserved road,  
on the west by plot no. 11 of the same property surveyed under chalta no. 51 and 52 of P.T. Sheet no. 196,  
on the north by plot no. 16 surveyed under chalta no. 50 and 60 of P.T.Sheet No. 196 and  
on the south by plot no. 18 surveyed under chalta no. 58 of P.T. Sheet no. 196.

**In witness whereof** the parties have set their hands and signed hereunder in presence of witnesses.

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Signed and Delivered by the within named

VENDORS:



*Atik Ismail Banducda*

*Atik Ismail Banducda*

Mr. Atik Ismail Banducda



RIGHT HAND FINGERPRINTS



Thumb      Index Finger      Middle Finger      Ring Finger      Little Finger

LEFT HAND FINGERPRINTS



Little Finger      Ring Finger      Middle Finger      Index Finger      Thumb

*Atik Ismail Banducda*

*Atik Ismail Banducda*

*Atik Ismail Banducda*

2.



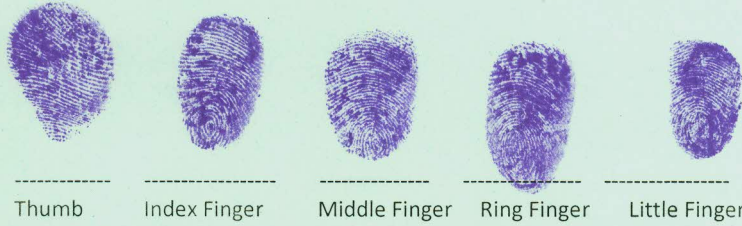
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RABanducda

Mrs. Ruksana A. Banducda



RIGHT HAND FINGERPRINTS



LEFT HAND FINGERPRINTS



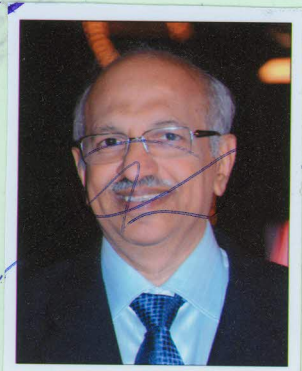
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Signed and Delivered by the within named  
VENDEE  
For COMMONWEALTH DEVELOPERS PVT. LTD.

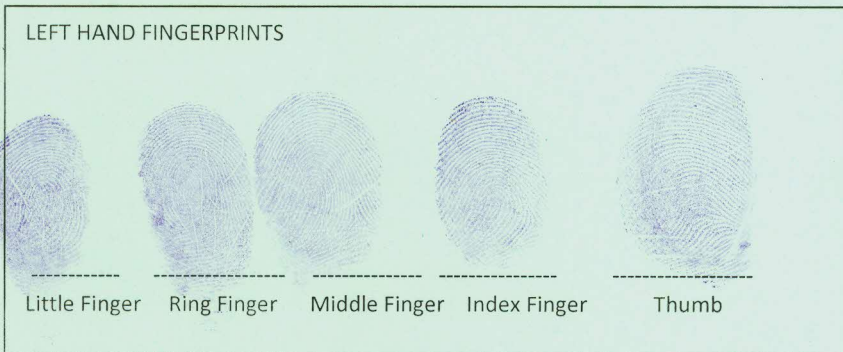
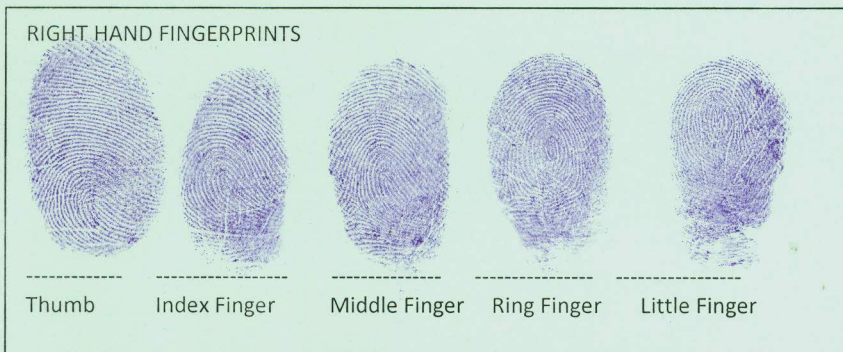


*ilk*

*Datta Naik*

**Mr. Datta Damodar Naik**

**Managing Director**



WITNESSES:

1. Adv. Rammath N. P. Desai *Desai*

2. Sonali Desai Nani *S. Desai*

*R. Rammath*

*Sonali*

*Datta Naik*

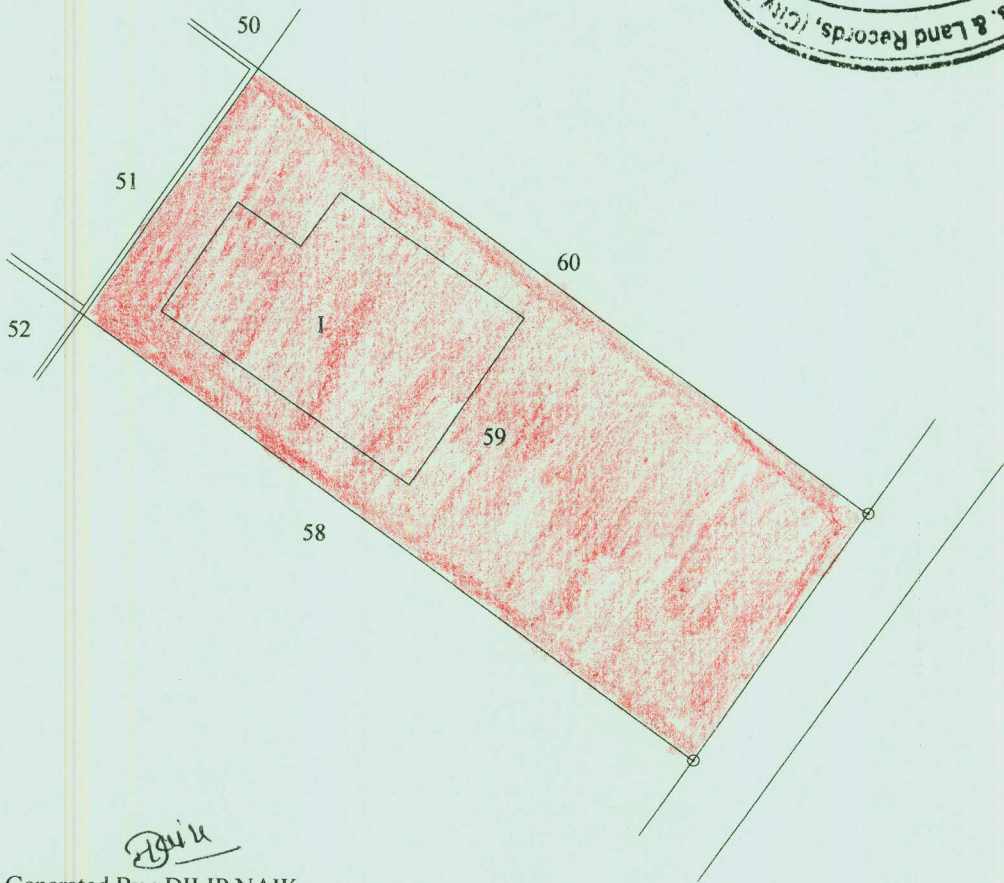
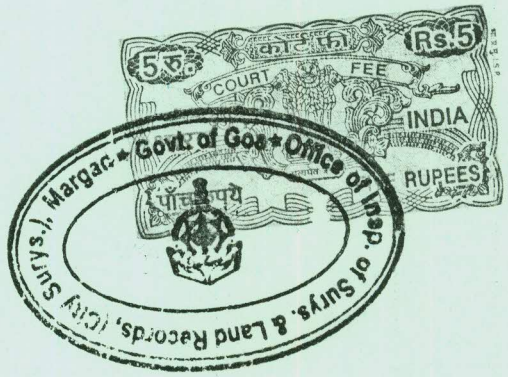


GOVERNMENT OF GOA  
 Directorate of Settlement and Land Records  
 Office of Inspector of Survey and Land Records  
 MARGAO-GOA



Plan Showing plots situated at  
 Village : MARGAO  
 Taluka : SALCETE  
 P.T.Sheet No.196/ Chalta No.59  
 Scale :1:500

*[Signature]*  
 2/7/14  
 I.S & L.R



*[Signature]*

Generated By : DILIP NAIK  
 On : 01-07-2014

*[Signature]*  
 Compared By:  
 01/07/14

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*[Signature]*



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 24-07-2014 12:51:21 PM

Document Serial Number : 3463




Presented at 12:22:00 PM on 24-07-2014 in the office of the Sub-Registrar( Salcete/Margao) Along with fees paid as follows:

Sr.No	Description	Rs. Ps
1	Registration Fee	315350.00
2	Processing Fees	150.00
<b>Total :</b>		<b>315500.00</b>

Stamp Duty Required: 315350.00

Stamp Duty Paid: 315350.00



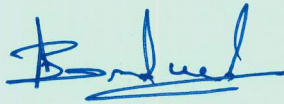
Datta Damodar Naik presenter

Name	Photo	Thumb Impression	Signature
Datta Damodar Naik ,S/o. Damodar Kashinath Naik , Married,Indian,age 59 Years,Business,r/oComba, Margao, Goa As a managing Director of COMMONWEALTH DEVELOPERS PVT LTD. having its office at CD Fountainhead, Murida, Fatorda, Salcete, Goa			




Endorsements

Executant

1 . Atik Ismail Banducda, S/o. Late Ismail Banducda , Married,Indian,age 46 Years,Business,r/oB Bungalow, behind Post Office, Aquem, Margao, Goa

Photo	Thumb Impression	Signature
		

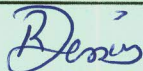
2 . Ruksana A. Banducda, D/o. R. Abdul Wahid, Married, Indian, age 38 Years, House-Wife, r/o B Bumgalow, behind Post Office, Aquem, Margao, Goa


Photo	Thumb Impression	Signature
		

3. Datta Damodar Naik , S/o. Damodar Kashinath Naik , Married, Indian, age 59 Years, Business, r/o Comba, Margao, Goa As a managing Director of COMMONWEALTH DEVELOPERS PVT LTD having its office at CD Fountainhead, Murida, Fatorda, Salcete, Goa

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv. Ramnath Prabhu Dessai , S/o. Narayan Prabhu Dessai , Married, Indian, age 35 Years, Adv, r/o Quepem, Goa	

  
Sub-Registrar  
(Suraj R. Vernekar)  
Sub Registrar



Book-1 Document  
Registration Number MGO-BK1-03384-2014  
CD Number MGOD78 on  
Date 24-07-2014

Sub-Registrar (Salcete/Margao )

**(Suraj R. Vernekar)**  
**Sub Registrar**

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune