Renandes

Citizencredit co-operative Bank Ltd. भारत

MRs.≈ 0630000≈ -4.2.2020

Name of Purchaser GIRIJA ESTATES PUT. LID

2020-322-533



**DEED OF SALE** 



THISDEEDOFSALE is made on this 4<sup>th</sup> day of the month of February 2020, at Mapusa, Sub-District of Bardez Taluka, District of Goa;

#### BETWEEN

1).MR. NARENDRA SHIRODKAR, 67 years of age, son of Mr. S V Shirodkar, married, Indian national holding PAN Card no.

resident of Flat no. 3, Profile Regency, 6/9, Erandwan, Off Karve Road, Pune 411004, and his wife 2). MRS. KALPANA NARENDRA SHIRODKAR, major of age 61 years, Doctor by profession, married, Indian national, daughter of Dinanath Bandodkar, PAN card no.

, resident of Flat no. 3, Profile Regency, 6/9, Erandwan, Off Karve Road, Pune 411004, shall hereinafter called "THE VENDORS/SELLERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the FIRSTPART;

#### AND

M/S GIRIJA ESTATES PVT. LTD. a Company incorporated under the Indian Companies Act 1956, holding PAN Card no. having its registered office at S- 6, 7, and 8, Anand Vihar, Billao, Peddem, Mapusa, Bardez, Goa, represented by its Director MR. SUDHIR REVANKAR, 59 years of age, son of late Mr. Krishnanand Revankar, married, business, Indian National, holding PAN Card no. resident of House No. 42, Faj Housing Colony, Madel, Tivim, Bardez Goa, by Resolution dated 13/01/2020, hereinafter referred to as the 'PURCHASER' (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include, it's director, representative, agents, successors, legal representatives and assigns.).

AND WHEREAS there exists a property known as "BAZAR PETH' also known as 'BORDA DE VOLVONEM MUDECHI ARADI' surveyed under Survey no.

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4/21, admeasuring an area of 1175 sq.mts. of Village Tivim, Bardez Goa, situated at Village Tivim, Taluka Bardez of District of North Goa, State of Goa, neither registered in the Registration Office nor in the Land Revenue Office.

This Property shall hereinafter refer to as the SAID PROPERTY and is more particularly described in the Schedule-I written below;

AND WHEREAS the Said Property was originally belonged to late Diogo Martinho de Menezes and his wife late Maria Esmeralda de Menezes.

AND WHEREAS by a registered Deed of Gift dated 29/4/1932, the said Diogo Martinho de Menezes and his wife Maria Esmeralda de Menezes, have gifted with the consent of his legal heirs all his properties including the suit property to their three (3) sons including Agostinho de Menezes. That Agostinho de Menezes was allotted western side of the property known as 'BORDA DE VOLVONEM MUDECHI ARADI' situated in the said Village of Tivim, is described in the Land Registration office.

AND WHEREAS upon execution of the said Gift Deed dated 29/4/1932, the late Agostinho Menezes acted upon the gift and started enjoying and possessing and owning the said property as his own and to the knowledge of public in general as well as to the knowledge of his other two brothers namely Filipe Santiago de Menezes and Crisanto Joaquim Caetano Menezes who were allotted the remaining properties by his parents.

AND WHEREAS the said property 'BORDA DE VOLVONEM MUDECHI ARADI' is situated presently at Bazar Peth Tivim Bardez Goa, hence in the survey records the said property is known as "BAZAR PETH" and that the said property 'BORDA DE VOLVONEM MUDECHI ARADI' is now allotted new Survey bearing Survey no. 4/21 of Village Tivim, Bardez Goa.

And They

AND WHEREAS the said Agostinho de Menezes or Agusthin Menezes alias Augastian Martin Menezes and his wife Ubaldina Menezes both expired and upon their death an inventory proceeding bearing inventory file no. 117/99/A was initiated, wherein the said property which was listed in the list of assets at Item no. I and was allotted to the Mrs. Etelvina Thereza Fernandes and Mr. Johnny Fernandes.

AND WHEREAS subsequently Mr. Johnny Fernandes expired and upon his death an Inventory Proceeding was initiated bearing no. 511/2014/F before Civil Court of Mapusa, wherein the Said Property was described and the Said Property was allotted to his widow i.e. Mrs. Theresa Fernandes also known as Etelvina Thereza Fernandes in an auction proceeding by its Order dated 24/2/2015.

and possession over the Said Property.

Theresa Fernandes also known as Etelvina Thereza Fernandes acquired absolute ownership right, title, interest and possession over the Said Property.

AND WHEREAS by Registered Agreement for Sale dated 11/11/2014, of Book1 document, bearing registration no. BRZ-BK1-04928-2014, CD number
BRZD750, dated 13/11/2014, the said Mrs. Theresa Fernandes Also Known
As Etelvina Thereza Fernandes with the consent of the Confirming Parties
namely 1) Ms. Cecilia Fernandes Alias Sisiliya John Fernandis, (2) Mrs.
Caroline Samson, (3) Mr. Allwyn Samsun, (4) Mr. Savio Fernandes agreed to sell
the Said Property to the Vendor no. 1 herein.

AND WHEREAS subsequently by Registered Deed of Sale dated 21/05/2015, bearing registration no. BRZ-BK1-06041-2015, of Book-1 Document, CD No.BRZD766, dated 21/05/2015, the said Mrs. Theresa Fernandes also Known as Etelvina Thereza Fernandes sold the Said Property to the Vendor no.1 herein in terms of the final order passed in the Inventory Proceeding no. 511/2014/F

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before Civil Court of Mapusa and in this manner the Vendor no 1 became absolute owner in possession of the said property.

AND WHEREAS the Vendor no.1 has carried out Mutation in the survey records based on the Sale Deed.

AND WHEREAS subsequently the Vendor no.1 has obtained Conversion Sanad dated 29/06/2018 bearing conversion sanad no. 4/25/CNV/AC- III /2018/708 to the said property from the Additional Collector

**AND WHEREAS** since the Vendor no.1 is married to the Vendor no.2 under the regime of the communion of assets applicable to state of Goa she has been joined as the vendor no.2.

AND WHEREAS the Vendors have undertaken to hand over all the above referred original documents of title to the Purchaser upon execution of the Sale Deed.

AND WHEREAS the Vendors declare that they have not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Property.

AND WHEREAS the Vendors declares that the Said Property is not the subject matter of any acquisition proceedings, court attachment or any adverse claim, demand or actions of any person whomsoever nor Vendors has created any charge, lien, agreement, MOU, mortgage over the same in favour of any other parties/ third parties.

AND WHEREAS the Vendors declares that the Said Property is free from all encumbrances, charges, liens, lis-pendens, attachments, injunctions, mortgages, gifts, trusts, encroachments and the Vendors have absolute and exclusive right to sell the Said Property.

AND WHEREAS the Vendors declares that the Said Property is not attached by Income Tax authority or Sale Tax authority or any other office.

AND WHEREAS the Vendors declares that the title towards the Said Property is absolutely clear and marketable and that the Vendors has all the authority, right and power to sell the Said Property to the Purchaser herein.

and whereas the Vendors have agreed to sell the said Property as described in the Schedule-I written below, for a total consideration of Rs. 1,40,00,000/-(Rupees one crore forty lakhs only) and the vendor have requested to the purchaser to pay the said consideration partly by RTGS and partly in kind in the manner explained herein under and in this manner the Vendors have agreed to sell the said property to the purchaser free from all encumbrances, charges, demands, claims, liens etc. and taking into consideration the representation made by the Vendors herein above and assurances given by the Vendors that the title of the said property are clear and marketable, the Purchaser has agreed to purchase the said Property from the Vendors herein and the parties have agreed to draw terms and conditions in the following manner;

## NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of sum of Rs. 1,40,00,000/- (Rupees one crore forty lakhs only) upon deducting 1%TDS amounting to Rs 1,40,000/-, a copy of TDS is produced in record, which consideration is paid partly by RTGS bearing no. KARBH20035685909, of Karnataka Bank for an amount of Rs 3,60,000/-paid on 04/02/2020 and partly in kind and in the manner explained herein-under and in this manner the Vendors do hereby acknowledge having received from the Purchaser the total consideration towards the sale of the said property and do hereby give this receipt of acknowledgment of having received the total consideration from the Purchaser towards the sale of the Said Property the Vendors do hereby sell, transfer and convey the said property along with all

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their right, title, interest, possession in the Said Property known as "BAZAR PETH' also known as 'BORDA DE VOLVONEM MUDECHI ARADI' surveyed under Survey no. 4/21, admeasuring an area of 1175 sq.mts. of Village Tivim, Bardez Goa, which property is more particularly described in Schedule-I herein below in favour of the Purchaser and convey by way of sale to the Purchaser the said Property together with all her rights, title, ways, interest, privileges, easements and appurtenances whatsoever to have and to hold it absolutely as his own without any interference from the Vendors.

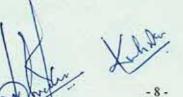
- That the Vendors do hereby covenant with the Purchaser that the Vendors
  are now lawfully seized and possessed of the Said Property, free from
  encumbrances whatsoever and they have absolute authority to sell the Property in
  the manner aforesaid.
- That the Vendors do hereby declare that they have not done or omitted or willingly suffered and been a party to any act, deed or thing whereby the Vendors are prevented from selling the Said Property in the manner aforesaid.
- 4. That the Vendors declares that the Said Property is free from all encumbrances, charges, liens, lis-pendens, attachments, injunctions, mortgages, gifts, trusts, encroachments and the Vendors has absolute and exclusive right to sell the Said Property.
- That the Vendors declares that the said property is not attached by Income Tax authority or Sale Tax authority, House Tax, Property Tax or any other office.
- 6. That the Vendors declares that the Said Property is not the subject matter of any acquisition proceedings, court attachment or any adverse claim, demand or actions of any person whomsoever, nor she has created any charge, lien, agreement, MOU, mortgage over the same in favour of any other parties.



- 7. That the Vendors specifically represents and declares that besides them no other persons and/or family members of the Vendors have any manner of claim or demand or right or title or interest in the Said Property and/or any part or portion thereof and they have not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no persons whosoever have/had/has ever claimed any right or interest including any right of pre-emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any third party.
- 8. That the Vendors do hereby state that he has absolute and exclusive right and title to convey and transfer the said Property as described in the Schedule-I written below to the Purchaser.

That the Vendors do hereby agree to save and keep indemnified the Purchaser from and against all losses, damages, claims or costs which it may sustain by reasons of any claim being made by anybody to the Said Property.

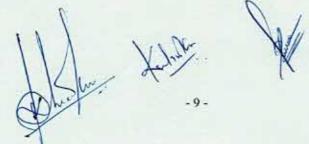
- 10. That the Vendors have represented to the Purchaser that the title towards the Said Property is clear and marketable.
- 11. The Vacant and Peaceful possession of the Said Property has been handed over to the Purchaser upon execution of the present Sale Deed and that the Purchaser upon execution of the present Deed of Sale shall be an exclusive owner in possession of the Said Property as the peaceful possession of the said Property stand handed over to the Purchaser and the Vendors further covenant that the Purchaser may hereafter peacefully and quietly possess and enjoy the Said Property without any claims or demand whatsoever from the Vendors.
- 12. That the Vendors have given their No Objection to the Purchaser to carry out Mutation in the survey records of the Said Property and do hereby further undertake to sign all affidavits, applications, documents, whenever necessary, for





all legal purposes and to do or cause to be done whatever acts, deeds and things as may be necessary for the effectual transfer of the Said Property. It is made specifically clear that the No Objection for Mutation given herein shall be deemed to be considered as their No objection to carry out mutation without issuing notices to the Vendors and Confirming Parties as the Vendors and Confirming Parties do hereby waive the notices in the mutation proceeding.

- 13. That the Vendors confirms having received total consideration partly by way of RTGS after deducting TDS and partly in kind and the Purchaser shall construct and allot to the vendors within two year from today six flats to the Vendors such as 2BHK two flats (each of 98.46 Sq.mts. built up area) on the second floor of Block-C1 and 1BHK four Flats (each of 58.93 Sq.mts. built up area) on second floor of Block-B total built up area of these six flats is admeasuring 432.64Sq.mts., in the proposed project to be constructed on the said property described in the Schedule- I in the Village Tivim Bardez Goa and the said six flats shall have all standard specification as required to be provided by the builder/ purchaser to the customer of the other flats and since the vendors have requested to the purchaser to adjust the said part consideration in kind and consideration in kind shall be paid by handing over six flats as mentioned herein, the Vendors have agreed to sell the said property to the purchaser and acknowledge having received total consideration towards the sale of said Property from the Purchaser and further confirm that they have no claim, charge, lien over the Said Property which is sold herein by the present Sale Deed in favour of the Purchaser. In the event there is delay in handing over the delivery of the Said Apartments to the Vendor beyond the time limit stipulated hereinabove, the Purchaser shall be liable to pay a monthly compensation of Rs. 20,000/- for each of the 2BHK apartments &Rs 10,000/- for each of the 1BHK apartments to the Vendor till the Said Apartments are finally delivered with Occupancy Certificate.
- 14. That for the purpose of valuation and payment of stamp duty the present Sale Deed is valued at Rs. 1,40,00,000/- (Rupees one crore forty lakhs only) and



the price paid corresponds to the market value of the Said Property and appropriate Stamp duty and registration fees are paid herewith.

 That all the parties hereby declare that neither the Vendor nor the Purchaser not belong to Schedule Caste/ Schedule Tribe, pursuant to Notification no. RC/LAND/LRC/ 318/77, dated 21/8/1979.

#### SCHEDULE-I

A property known as "BAZAR PETH' also known as 'BORDA DE VOLVONEM MUDECHI ARADI' surveyed under Survey no. 4/21, admeasuring an area of 1175 sq.mts. of Village Tivim, Bardez Goa, situated at Village Tivim, Taluka Bardez of District of North Goa, State of Goa, neither registered in the Registration Office nor in the Land Revenue Office and the said property is bounded as under;

North: by property bearing Survey no. 4/18.

South: by road;

East: by property bearing Survey no. 4/22;

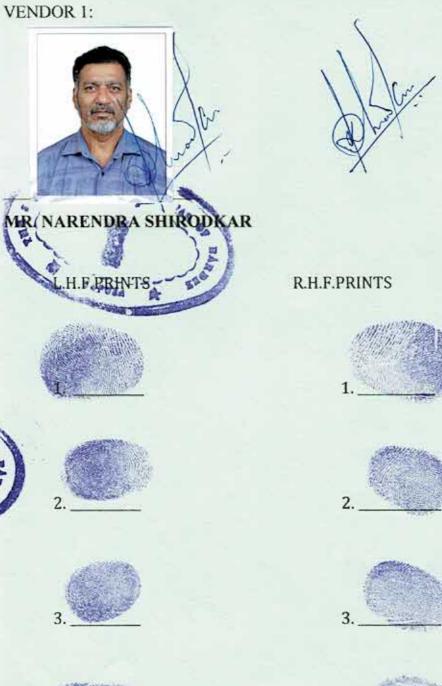
West: by property bearing Survey no. 4/20-A.

This Property is more particularly identified in the plan annexed hereto.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this DEED OF SALE in the simultaneous presence of the witnesses signing below.

XJac.

SIGNED AND DELIEVERED BY THE WITHIN NAMED SELLER /











SIGNED AND DELIEVERED BY THE WITHIN NAMED SELLER / VENDOR 2:



MRS, KALPANA NAKENDRA SHIRODKAR

L.H.F.PRINTS

R.H.F.PRINTS



1.





2.\_



3. \_\_\_\_



3.\_





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## SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER:



For GIRIJA ESTATES PVT. LTD.

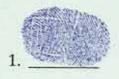
Director

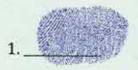
M/s GIRIJA ESTATES PRIVATE LIMITED
Represented by its director
Mr. SUDHIR KRISHNANAND REVANKAR

L.H.F.PRINTS

R.H.F.PRINTS





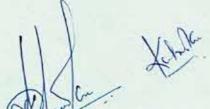














WITNESSES:

1. Abhajit Brabhu Beli.

2. Pratina Naik Swali.



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LAND RECORDS

PLAN

SHOWING THE PLOTS SITUATED

AT TIVIM

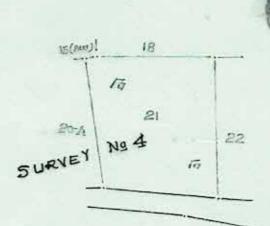
VILLAGE

OF BARDEZ TALUKA

S. No./SUB DIV. NO. 4/21

SCALE-1: 1000

Assa. Survey & Settlement Officer Panali



Jirectorate of Syllement & Land Recors. Panaji.

CHECKED BY

TRACED FROM P.T. SHEET NOS.53 OF TIVIM

VILLAGE ON -.. M

#### Government of Goa

## **Document Registration Summary 2**

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

Print Date & Time : - 05-Feb-2020 12:02:56 pm

Document Serial Number :- 2020-BRZ-533

Presented at 12:02:15 pm on 05-Feb-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	630000
2	Registration Fee	490000
3	Mutation Fees	2500
4	Processing Fee	340
	Total	1122840

Stamp Duty Required: 630000

Stamp Duty Paid: 630000

#### Presenter

SI.NO	Party Name and Address	Photo	Thumb	Signature
1	Sudhir Revankar, S/o - D/o Krishnanand Revankar Age: 59, Marital Status: ,Gender: Male, Occupation: Business, Address1 - H.no.42, Faj Housing Colony Madel Tivim Bardez Goa, Address2 - , PAN No.:	6		A STATE OF THE STA

#### Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Narendra Shirodkar ,S/o - D/o S V Shirodkar Age: 67, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Flat no.3, Profile Regency, 6-9, Erandwan, Off Karve road, Pune 411004, Address2 - , PAN No.:			June 1
2	Kalpana Narendra Shirodkdar ,S/o - D/o Dinanath Bandodkar Age: 60, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - Flat no.3, Profiled Regency 6-9, Erandwan, Off Karve road, Pune 411004, Address2 - , PAN No.:			The Time
3	Sudhir Revankar ,S/o - D/o Krishnanand Revankar Age: 59, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.no.42, Faj Housing Colony Madel Tivim Bardez Goa, Address2 - , PAN No.:			

#### Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, Authorized Representative

1	Abhijit Ramesh Prabhu, 45 , ,8605008761 , ,Business , Marital status : Married 403521 Penha-de-franca, Bardez, NorthGoa, Goa		82/
2	Pratima Naik, 50, ,9637452820, ,Service, Marital status:  Married  403507  Mapusa, Bardez, NorthGoa, Goa		hoad

Sub Registrar

SUZ-REGISTRAR BARDEZ

#### Document Serial No:-2020-BRZ-533

Book :- 1 Document

Registration Number :- BRZ-1-510-2020

Date: 05-Feb-2020

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

SUB-REGISTEAR BARDEZ

(Rupees Six Lakhis, Seventy Line Chousand

Citizencredit co-operative Bank Ltd. भारत STAMP DUTY

Rs ≈ 0675000 ≈ 26.6.2019

Name de Purchaser GIRIJA ESTATES PRIVATE LIMITED.

249-882-47L



**DEED OF SALE** 

This **DEED OF SALE** is executed at Mapusa, Bardez Goa, on this 26th day of June, 2019;

#### BETWEEN

(1)MR. AUSTIN DENIS MONIS, 54 years of age, son of Denis Rasario Monis, married, holder of Pan Card no. older of Adhar card no. resident of 80, Anugram, Villa, Faj Colony, Madel, Thivim, Bardez, Goa, Indian National, shall hereinafter called "VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his representative, heirs, agents, executors, administrator and assigns) of the FIRST PART;

AND

(1) GIRIJA ESTATES PRIVATE LIMITED, a Company incorporated under the Indian Companies Act 1956, having a CIN: U70101GA2004PTC003686, holding PAN Card no. having its registered office at S-6, 7 & 8, Anand Vihar, Billao, Peddem, Mapusa, Bardez, Goa, represented by its director Mr. SUDHIR REVANKAR, 59 years of age, s/o Krishnanand Revankar, married, businessmen, Indian National, holding Pan no. holding Aadhar card no. mobile no. 9422445476, email address skrevankar@gmail.com and resident of House No. 42, FAJ Housing Colony, Madel, Tivim, Bardez, Goa vide resolution dated 29/05/2019, hereinafter called "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its director, representative, heirs, executors, administrator and assigns) of the SECOND PART;

**AND WHEREAS** although the vendor is married his marriage was not registered in Goa nor they were domiciled in Goa nor they are governed by the regime of communion of assets applicable to State of Goa hence his wife is not a necessary party to the present Sale Deed.

WHEREAS there exist a Property known as 'BAZAR PETH' OR 'VOLVONECHEM GALLOUM" admeasuring 1250 sq.mts. situated in the

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property bearing Survey no. 4/22 of Village Panchayat of Thivim, Bardez Goa, as more particularly described in the Schedule written below. This property shall hereinafter refer to as the Said Property and is more particularly described in the schedule written below and identified in the plan annexed hereto.

AND WHEREAS the Vendor declare and represent that he is vested with absolute and exclusive right title and interest in the said property bearing survey no. 4/22, admeasuring 1250 sq.mtrs, within the limits of the Village Panchayat of Tivim. Bardez, Goa (hereinafter referred to as the 'said property'), having purchased the same from the erstwhile owners Mr. Selvin Martin Custodio de Menezes and his wife Mrs. June Menezes in the year 2011 and since then continues to be vested with right, title, interest and possession of the said property and his title and possession in relation to the said property continues to be lawful till date.

and whereas the Vendor further represents that the said property originally belonged to Communidade of Tivim and was inscribed in favour of Antonio Manuel Monis at page 56v of Book 2B and was described in the Land Registration Office of Bardez under Description No. 4517 at page 207 of Book B-12 and consequently inscribed in his favour under Inscription No. 3086 at pages 93 and 94 of Book G-5 in the Land Registration Office of Bardez, at Mapusa.

AND WHEREAS the Vendor further represent that the larger property of which the said property was part of; was allotted to the said Antonio Manuel Monis vide Deed of Partition dated 18-09-1891 at page 96v of Book No 162 read with Deed of Declaration and Rectification dated 14-01-1893 all transcribed in the Books of the Notary of the said Comarca Joao Cupertino de Caridade Frias.

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AND WHEREAS the Vendor further represent that the said Antonio Manuel Monis (widower) and his two sons (a) Victorino Mariano Monis married to Josinha Florinda DSa and (b) Caetano Francisco Monis had exchanged the larger property described under Description No. 4517 for the property bearing Description No. 6767 vide Deed of Exchange dated 04-04-1900 transcribed at pages 18 to 19v of Book No. 42 of the Notary Jose Jovem Flaviano Ferreira of the Comarca of Bicholim with Mucunda Porobo and his wife Raday Bay, Sitarama Porobo and his wife Ganga Bay, Anantra Porobo and his wife Sundora Bay, Esoda Bay and Loximim Bay, who were the predecessors-in-title of the Vendor herein.

AND WHEREAS the Vendor further represent that the predecessors-in-title of the Vendor, Mucunda Porobo and his wife Raday Bay, Sitarama Porobo and his wife Ganga Bay, Anantra Porobo and his wife Sundora Bay, Esoda Bay and Loximim Bay, as owner of 16½ /33 share in the larger property then partitioned their 16½ /33 share in the larger property with Ignacio Francisco de Menezes married to Florinda de Souza, Anna Maria Pascoela de Souza widow of Thomas Nascimento Pereira and Anna Francisca Rocha vide Deed of Division dated 04-04-1900 transcribed in Book 42 at pages 19v to 20v of the Notary Jose Jovem Flaviano Ferreira of the Comarca of Bicholim. And in pursuance of the aforesaid the said Mucunda Porobo and his wife Raday Bay, Sitarama Porobo and his wife Ganga Bay, Ananta Porobo and his wife Sundora Bay, Esoda Bay and Laxmibay came to be vested with the said property constituting one glebe in the property described under Description No. 4517.

AND WHEREAS the Vendor further represent that the said Mucunda Porobo and his wife Raday Bay then sold the said property situated on the eastern side of the larger property to Diago Martinho de Menezes alias Martinho Menezes and Ignacio Francisco Menezes vide Deed dated 28-08-1905 transcribed in Book 42 at pages 19v to 20v of the Notary Jose Jovem Flaviano Ferreira of the Comarca of Bicholim and in pursuance thereof the

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said Diago Martinho de Menezes alias Martinho Menezes came to be vested with 3/56th share in the larger property.

AND WHEREAS the Vendor further represent that the said Diago Martinho Menezes alias Martinho Menezes and his wife Maria Esmeralda de Menezes gifted the said property to Filipe Santiago de Menezes and Agostinho de Menezes vide a Deed of Gift dated 29-04-1932 transcribed at pages 16 of Book No. 305 of the Notary of the Comarca of Mapusa Mr. Guilherme Diago Jose Conceicao das Dores Lobo at Mapusa. In as much as the eastern part constituting the said property bearing Description no. 4517 came to be gifted to Filipe Santiago de Menezes.

AND WHEREAS the Vendor further represent that the said Filipe Santiago de Menezes alias Philip Santiago Menezes alias Jaime Menezes was married to Senhorina D'Souza e Menezes and came to expire on 27-5-1983 without leaving any Will or disposition of his last wish, but leaving behind as his widow and moiety-holder the said Mrs. Senhorina D' Souza e Menezes and as his universal heirs, namely (a) Mrs. Francisca Jessie de Menezes married to Albert Menezes; (b) Mr. Selvin Martin Custadio de Menezes married to June Marie Menezes; and (c) Mrs. Lilian Mary Netto, married to Oscar Anthony Netto.

AND WHEREAS the Vendor further represent that on demise of the said Filipe Santiago de Menezes alias Philip Santiago Menezes alias Jaime Menezes an Inventory Proceedings bearing No. 16/2008/A was filed by his son, the said Selvin Martin Custodio de Menezes at Bicholim in the Civil Court Division at Bicholim and the said property listed as Item No. 1 came to be allotted to the said Selvin Custodio de Menezes vide Final Order dated 28-12-2009 and Corrigendum dated 14-6-2010 of the Civil Judge Senior Division at Bicholim.

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AND WHEREAS the Vendor further represent that the said Selvin Martin Custodio de Menezes and his wife June Marie Menezes as owners in possession of the said property holding moiety shares in the said property then sold the said property to the Vendor herein namely Austin Denis Monis vide Deed of Sale dated 18-08-2011 read with Deed of Rectification dated 14-01-2013 as confirmed by Mrs. Senhorina D' Souza e Menezes, Mrs. Francisca Jessie de Menezes and her husband Albert Menezes, and Mrs. Lilian Mary Netto and her husband Oscar Anthony Netto.

and is therefore vested with absolute and exclusive right, title and interest in the said property and continues to be in possession of the said property.

AND WHEREAS the Vendor further represent that in this manner the Vendor has acquired absolute and exclusive ownership right, title, possession and interest in the said property and his title over the said property is absolutely clear and marketable.

AND WHEREAS the Vendor have declared that besides him there are no other persons having right, title, interest over the Said Property.

AND WHEREAS the Vendor declares that he has not received any notice for acquisition or requisition from either Government or any local bodies in respect of the Said property.

AND WHEREAS the Vendor declare that the Said property is free from any encumbrance, charge, mortgage, claim etc. from any person whomsoever and that there is no dispute, litigation, either in any Court or otherwise on loco nor have they agreed or promised to sell the said property to any third parties.

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**AND WHEREAS** the Vendor declares that the Said property is not attached by Income Tax authority or Sales Tax authority or any other office.

AND WHEREAS the Vendor declares that the title towards the Said property is absolutely clear and marketable and they have all the authority, right and power to sell the Said property to the Purchaser herein.

AND WHEREAS the Vendor has agreed to sell the said property as described in the Schedule written below, for a total consideration of Rs. 1,50,00,000/-(Rupees One Crore and Fifty Lakhs only), which is paid in the following manner (a) Rs. 80,00,000/- (Rupees eighty lakhs only) subject to deduction of TDS and (b) Two flats valued at Rs. 70,00,000/- (Rupees seventy lakhs only), each of 95 sq. mtrs. built up area, inclusive of stair, lift, veranda etc., in the project to be constructed on the Said Property, which Apartments are described under Schedule II hereunder, hereinafter referred to as the 'Said Apartments' and to be constructed in terms of Schedule IIA hereunder, which apartments shall be constructed by the PURCHASER at his exclusive cost and in this manner total consideration payable partly by cash and partly in kind, which is its fair market value, free from all encumbrances, charges, demands, claims, liens etc. and taking into consideration the representation made by the Vendor herein above and assurances given by the Vendor that their title towards the said Property are clear and marketable and that they are the sole and exclusive owners in possession of the said property the Purchaser have agreed to purchase the Said Property as described in the Schedule-I from the Vendor herein and the parties have agreed to draw the terms and conditions in the following manner;

#### NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER

 That in consideration of Rs. 1 ,50,00,000/- (Rupees one crore and fifty lakhs only)paid as under:

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- (a) Rs. 50,000/- (Rupees fifty thousand) vide NEFT on 13/11/2017 from Karnataka Bank Ltd., bearing UTR No.: KARBN17317657279762589.
- (b) Rs. 78,00,000/- (Rupees seventy eight lakhs only) paid vide RTGS transfer on 26/06/2019 from Karnataka Bank Ltd., bearing UTR No.: KARBH19177257910, and Rs. 1,50,000/- (Rupees one lakh and fifty thousand only) being 1 % TDS deducted and paid vide challan bearing No. 7722 dated 15/06/2019 on Axis Bank Ltd., Acknowledgement No. AG1872570, TDS certificate No. XETNJBA.
- (c) Rs. 70,00,000/- (Rupees seventy lakhs only) being the cost of two unfurnished apartments, admeasuring about 95 sq.mtrs each, in the project to be constructed on the Said Property, which Apartments are described under Schedule II hereunder and to be constructed in terms of Schedule II-A hereunder, which apartments shall be constructed by the PURCHASER at its exclusive cost in terms of clause 11 hereunder, which flats shall be handed over within 24 months from the date of Construction Licence or 30 months from today and in this manner the the total consideration to the Vendor, Purchaser shall pay which they the Vendor do hereby acknowledge having received from consideration towards the sale of the said the Purchaser as the total property and do hereby gives this receipt of acknowledgment of total Purchaser towards the sale of the Said consideration from the Property described in the Schedule-I, the Vendor as the owner of the transfer and convey the does hereby sell, Said Property with all their right, title, interest, possession in said Property along including the structure existing therein the Said property particularly described in Scheduleand which property are more and convey by way of sale to the I in favour of the Purchaser Property together with all their rights, title, Purchaser the said ways, interest, privileges, easements, structures and appurtenances

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whatsoever to have and to hold it absolutely as their own without any interference from the Vendor or anyone on his behalf.

- 2. That the Vendor covenants to the Purchaser as under:
  - A) That the Vendor declares that the title of the Said property is absolutely clear and marketable and that there are no restrictions or limitations on the Said Property to execute the present Sale Deed in favour of the Purchaser.
  - B) That the Vendor declare and represents that he is the sole and absolute owner in possession of the Said Property and that his title towards the Said Property is absolutely clear and marketable.
  - That the Vendor further represents to the Purchaser that the Said Property is free and discharged from any claims, encumbrances, charges, litigation, mortgage, lien, dispute, restrictions, acquisition, requisitions, tenancy claim, mundkar claim etc. and the Vendor has full freehold right and the absolute authority, right to sell, transfer or dispose off the Said Property and in every and any manner whatsoever to the Purchaser.
  - D) That the Vendor declares that he has not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Property.
  - E) That the Vendor further declares that he has not created any third party right, title, interest in the Said Property.
  - F) That the Vendor further declares that Said Property are not attached by Income Tax authority or Sales Tax authority or any other office.

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- G) That the Vendor and all the persons claiming under him, do hereby covenant with the Purchaser that the Vendor is now
   lawfully seized and possessed of the Said Property free from encumbrances or defects whatsoever and he has absolute authority to sell the Said Property in the manner explained herein.
- H) That the Vendor further covenants that the Purchaser may hereafter peacefully and quietly own, possess and enjoy the Said Property without any valid and subsisting claims or demand whatsoever from the Vendor or any person or persons claiming through or under them.

That the Vendor does hereby declare that they have not done or omitted or willingly suffered and been a party to any act, deed or thing whereby the Vendor is prevented from selling the Said Property in the manner aforesaid.

- That the Vendor covenants to save, keep harmless and indemnified the Purchaser from or against all claims, encumbrances, charges, equities, demand of whatsoever that may arise for acts done by the Vendor and that the Vendor further agrees to save and keep indemnified the Purchaser from and against all losses, damages, claims or costs which he may sustain by reasons of any valid and subsisting claim being made by any person / entity to the Said Property.
- K) That the Vendor declares that the Said Property is not the subject matter of any acquisition proceedings, court attachment or any adverse claim, demand or actions of any person

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whomsoever nor has he created any charge, lien, agreement, MOU, mortgage over the same in favour of any other parties.

L) That the Vendor specifically represents and declares that besides him no other persons and/or family members of the Vendor has any manner of claim or demand or right or title or interest in the Said Properties and/or any part or portion thereof and they have not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no persons whosoever have/had/has ever claimed any right or interest including any right of pre-emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any third party.

That the Vendor does hereby acknowledge having handed over the Vacant and Peaceful possession of the Said Property to the Purchaser upon execution of the present Sale Deed and that the Purchaser have taken vacant and peaceful possession of the Said Property upon execution of the present Deed of Sale and shall be an exclusive owner in possession of the Said Property.

4. That the Vendor confirms having received consideration towards the sale of Said Property in terms of clause (1) herein from the Purchaser and further confirms that he has no further claim, charge, lien over the Said Property, which is sold herein by the present Sale Deed in favour of the Purchaser save and except to the extent of the Said Apartments to be constructed and handed over to the Vendor within a period of 24 months from the date of Construction Licence or 30 months from today in terms of Schedule II & II-A hereunder with necessary Occupancy Certificate and until the Said Apartments are handed over to the Vendor herein the Vendor shall have charge and claim over the Said

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Property to the extent of the value of the Said Apartments which shall be released on handing over possession of the Said Apartments to the Vendor as provided herein.

- That the Vendor undertakes to hand over all the above referred original documents to the Purchaser upon execution of the Sale Deed.
- 6. That the Vendor does hereby give No Objection to the Purchaser to carry out mutation in the survey record of the Said Property as described in the Schedule written below and the present No Objection shall be considered as No Objection in the said future mutation proceeding so also shall be deemed to have been considered that the Vendor has waived the notices in the said mutation proceeding that may be filed before appropriate authority and if need arises the Vendor undertakes to sign all affidavits, applications, documents, whenever necessary, for all legal purposes and to do or cause to be done whatever acts, deeds and things as may be necessary for the effectual the Said Property in the name of Purchaser in all the Public Records.
- 7. That for the purpose of valuation and payment of stamp duty the present Sale Deed is valued at Rs. 1,50,00,000/- (Rupees one crore fifty lakhs only) and the price paid corresponds to the market value of the Said Property and appropriate Stamp duty and registration fees are paid herewith.
- 8. The said Two Flats agreed to be handed over to the Vendor within 24 months from the date of Construction Licence or 30 months from today are more particularly described in the schedule-II written below and shall have specifications as described in Schedule-II-A written herein below.

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- 9. It is agreed by the parties hereto that the Purchaser herein shall transfer possession of the Said Apartments on completion of the construction on the Said Property and on receiving Occupancy Certificate in respect of the same within a period of 24 months from the date of obtaining construction license or 30 months from today.
- 10. It is agreed by the parties hereto that the Said Apartments constituting the consideration to be paid to the Vendor shall be delineated and demarcated in the architectural plans approved by the Village Panchayat which shall be duly signed by the parties hereto and shall form part of an Addendum.
- 11. The Purchaser shall complete the construction on the Said Property at its exclusive cost within a period of 24 months from the date of Construction Licence or 30 months from today. The Purchaser shall carry out the construction in terms of the approved plans with good quality materials and in terms of the specifications under Schedule II-A hereunder. In the event there is delay in handing over the delivery of the Said Apartments to the Vendor beyond the time limit stipulated hereinabove, the Purchaser shall be liable to pay a monthly compensation of Rs. 20,000/- for both the apartments to the Vendor till the Said Apartments are finally delivered with Occupancy Certificate.
- 12. It is agreed by and between the parties that it shall be the responsibility of the Purchaser to obtain, at its exclusive cost, the necessary Conversion Sanad, permissions, approvals and licenses, required for the construction on the Said Property under the relevant laws, acts, rules and regulations from the Village Panchayat, North Goa Planning and Development Authority, Town and Country Planning Department and/or any other statutory body and/or authority and only thereafter the Purchaser shall commence the construction strictly

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according to the terms and approvals granted by the concerned authorities.

- 13. It is hereby agreed by and between the parties that the Purchaser shall construct on the Said Property strictly as per the approved plans and after the necessary permissions and approvals are granted, which development shall be carried out by the Purchaser as per the specifications and amenities detailed under Schedule II-A. It is understood and agreed that any violation and/or illegality committed in execution of the project on the Said Property shall be the sole responsibility of the Purchaser under any provision of law or Goa RERA as may be applicable and shall ensure that all norms and regulations under the RERA Act, 2016 and the Rules framed there under shall be strictly complied with by the Purchaser.
- 14. If within a period of five years from the date of handing over the Said Apartments to the Vendor, the Vendor brings to the notice of the Purchaser any structural defect in the Said Apartments or the building in which the Said Apartments are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Purchaser at its own cost and in case it is not possible to rectify such defects, then the Vendor shall be entitled to receive from the Purchaser compensation for such defect in the manner as provided under RERA.
- 15. It is agreed by the parties hereto that increase in the Floor Area Ratio (F.A.R) of the Said Property shall only inure to the benefit of the Purchaser and the Vendor shall have no claim whatsoever thereto or carry out any repairs or renovations in the Said Apartments based on such increase in F.A.R and shall only be entitled to the Said Apartments described under Schedule II hereunder.

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- 16. In the event any change in or addition to the specifications in terms of Schedule II-A is desired by the Vendor, the same may be incorporated/executed by the Purchaser, if permitted, at such additional costs PROVIDED HOWEVER, that such changes/additions, if any, shall be intimated before the commencement of the specified works and the additional costs are remitted in advance to the Purchaser.
- 17. The Vendor shall bear maintenance costs of the said Flats once ready to occupy and once such intimation is sent to the Vendor. The Vendor along with other owners of project shall join in forming and registering the Maintenance Society or any entity as the Builder may decide and become its member and comply with byelaws and pay the maintenance contribution.
- That all the parties hereby declare that the Said Property does not belong to Scheduled Caste/ Scheduled Tribe, pursuant to Notification no. RD/LAND/LRC/318/77, dated 21/8/1978.

#### SCHEDULE- I

## (Schedule of the property sold to the Purchaser)

ALL THAT PROERTY known as "BAZAR PETH' OR 'VOLVONECHEM GALLOUM' admeasuring 1250 sq, mts. situated at with within the jurisdiction of Village Panchyat of Thivim, Taluka and Sub district of Bardez of North Goa, the State of Goa., and surveyed under survey no. 4/22 of Village Thivim, which property is not registered in the land Registration office nor enrolled in the Taluka Revenue Office of Matriz, and same is bounded as under:-

EAST:- BY road

WEST:- By survey No. 4/21

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North By Survey No. 4/18

SOUTH:- By Road.

This property is more particularly identified in the plan annexed hereto.

#### **SCHEDULE-II**

#### SCHEDULE OF THE FLATS

All that two flats each having built up area of 95 sq.mts. including share of common areas, proposed to be constructed on the third floor of the upcoming building, proposed to be constructed in the said property described in the Schedule-I written herein above consisting of 2 bedrooms, hall and kitchen and one covered carpark for each and shall have specifications mentioned in the Schedule IIA written below and are clearly shown in the plan annexed hereto.

# SCHEDULE -II-A SPECIFICATIONS OF THE FLATS

#### SPECIFICATIONS:

- · Good quality passenger lift.
- R.C.C. framed structure, with Concrete block / laterite stone masonry, sand finished external cement plaster, Internal cement plaster and lambi, painting in oil bound distemper for interiors and snowcem (or equivalent) for exteriors.
- Entrance quality paneled door with brass fittings, Aluminium windows.
- Elegant tiling for entire apartment: Vitrified in Living Room and Porcelain in Bed Rooms.

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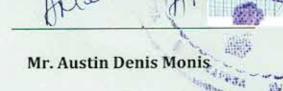
- Concealed electrical and television cables, good quality switches/ plugs for entire apartment. Power point for AC in Bed room.
- Installation of electrical safety devices like miniature circuit breakers.
- Premium quality sanitary ware, taps and other fittings/ accessories in the bathroom.
- Adequate electrical and plumbing points for the fridge, oven and washing machine, water purifier, in the kitchen.
- Common Solar water heater & hot water supply to bathroom shower.

IN WITNESS WHEREOF the Parties hereto have signed and executed this DEED OF SALE in simultaneous presence of the witnesses signing below.

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### SIGNED AND DELIVERED

By the within named Vendor /SELLER:



## L.H.F.PRINTS









R.H.F.PRINTS



1.\_



2.



SIGNED AND DELIVERED

By the within named PURCHASER:

For GIRIJA ESTATES PVT, LTD.

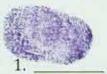
M/s GIRIJA ESTATES PVT. LTD.

Represented by its director

Mr. SUDHIR KRISHNANAND REVANKAR

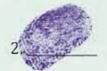
L.H.F.PRINTS

R.H.F.PRINTS

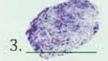


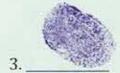


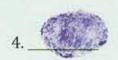




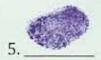














WITNESSES:

1. Adv. Gantesh Pawar Johns

2. Abhijit Prabha

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## **GOVERNMENT OF GOA**

# Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records MAPUSA - GOA

Plan Showing plots situated at

Village: TIVIM Taluka: BARDEZ

Survey No./Subdivision No.: 4/

Scale: 1:1000

Inward No: 4725

Rajesh R. Pai Kuchelkar) Inspector of Survey & Land Records.



Generated By: Pratap Moulekar (D'Man Gr. II)

On: 11-06-2019

7-17-16011990CF31 Compared By:



#### **Government of Goa**

## **Document Registration Summary 2**

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

Print Date & Time : - 27-Jun-2019 12:06:51 pm

Document Serial Number: - 2019-BRZ-1972

Presented at 11:06:02 am on 27-Jun-2019 in the office of the Office of the Civil Registrar-cum-Sub

Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	675000
2	Registration Fee	525000
3	Mutation Fees	2500
4	Processing Fee	390
	Total	1202890

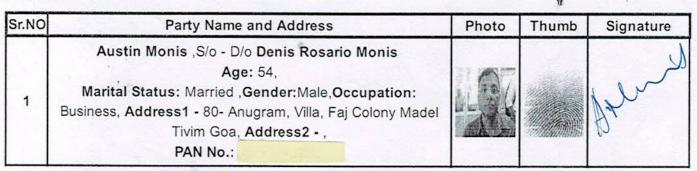
Stamp Duty Required: 675000

Stamp Duty Paid 675000

#### Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Sudhir Revankar ,S/o - D/o Krishnanand Revankar  Age: 59,  Marital Status: ,Gender:Male,Occupation: Business,  Address1 - H.no.42 faj housing colony Madel Tivim bardez  Goa, Address2 - ,  PAN No.:			3/

#### Executer



Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Sudhir Revankar ,S/o - D/o Krishnanand Revankar Age: 59, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.no.42 faj housing colony Madel Tivim bardez Goa, Address2 - , PAN No.:			A STATE OF THE STA

#### Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, Authorized Representative,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Gautesh Pawar, 24 , ,7798614137 , ,Advocate , Marital status : Unmarried 403507 Mapusa, Bardez, NorthGoa, Goa	10		Johner
2	Abhijit Prabhu, 44 , ,8605008761 , ,Business , Marital status : Married 403521 Salvador-do-mundo, Bardez, NorthGoa, Goa	12 0		Bah

Sub Registrar



#### Document Serial No:-2019-BRZ-1972

Book :- 1 Document

Registration Number :- BRZ-1-1937-2019

Date: 03-Jul-2019

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

SUB-REGISTRAR BARDEZ