

(Rupees Two Lacks forty eight thousand five hundred only)

Phone No: 9739641593
Sold To/Issued To:
SUMAN INFRASTRUCTURE
For Whom/ID Proof:
ADYFS4558E



OCT-26-2021 16:00:55

₹ 0248500/-
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For CITIZEN CREDIT CO-OP. BANK LTD.



Pratik

Authorized Signatory

Name of Purchaser SUMAN INFRASTRUCTURES.



Nagesh

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Nagesh. M. Devali

DEED OF SALE

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THIS DEED OF SALE is made at Margao, Goa, on this 28th day of October of the year Two thousand Twenty One (28-10-2021) - BETWEEN -

(1) **MS. MARIA COLACO alias JOAQUINA MARIA COLACO**, aged 74 years, unmarried, daughter of late Joao Colaco, PAN Card No. [REDACTED] Aadhaar Card No. [REDACTED] Indian National and resident of House No.210, Zoriwaddo, Davorlim, Salcete, Goa 403 707, hereinafter collectively referred to as the "**VENDOR**" of the **ONE PART - AND -**

(2) **M/S. SUMAN INFRASTRUCTURES**, a partnership firm, duly registered with Registrar of Firms, Salcete, Margao under Reg.No.MGO-F102-2019 on 13th June 2019, holding PAN Card No [REDACTED] having its registered Office at C-406, C Wing, Osia Commercial Arcade, Margao, Goa, represented herein through its Partners (a) **MRS. SAVITRI NAGESH DEVALI**, wife of Nagesh Devali, aged about 41 years, married, businesswoman, PAN Card No. [REDACTED] Aadhaar Card No. [REDACTED] Indian National, resident of H.No.578, Mahesh Nilaya, Ramanbail, Sirsi, Karnataka 581 401 and (b) **MR. NAGESH DEVALI**, son of Mr. Manohar Devali, aged about 51 years, married, businessman, PAN Card No [REDACTED] Aadhaar Card No. [REDACTED] Indian National, resident of

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H.No.578, Mahesh Nilaya, Ramanbail, Sirsi, Karnataka 581 401, hereinafter referred to as the "**PURCHASER**" of the **OTHER PART**.

Each of the expressions "**THE VENDOR**" and "**THE PURCHASER**" herein used shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators, successors and assigns.

WHEREAS there exists a property, namely property denominated as "ZORIVADICHEMMOLA" or "ZORIVADIMOLA or ZORIVADEAMOLA (half of the Eastern side)", situated at Davorlim, within the area of Village Panchayat of Davorlim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, which represents half of the eastern side of the property described in the Land Registration office of Salcete under No.28,115 of New Series, enrolled in the Land Revenue Office of Salcete under Matriz No.35 and presently surveyed under Survey No.21/2 of Davorlim village of Salcete Taluka, having an area of 19,250 sq, mts and more particularly described in the SCHEDULE "A" hereunder and hereinafter referred to as the "entire property";

AND WHEREAS the said entire property originally belonged to Mr. Joao Colaco and Joana Valez alias

Joao

Joana



Joana Vales alias Joana Valez and upon her death an Inventory Proceedings bearing No.19/87 was initiated in the Comarca Judge of Salcete and Quepem at Margao and subsequently transferred to IInd Addl. Civil Judge, Sr. Dvn, Margao, wherein the said entire property was listed under Item No.1 wherein the shares of her successors in the assets/estate of said deceased were ascertained;

AND WHEREAS some of the heirs as co-owners of the said entire property filed a suit for partition bearing Regular Civil Suit No.28/2014/E in the Court of the Civil Judge, Junior Division, Margao for partition of the said entire property and by Judgement and Consent Decree dated 28.04.2014, the VENDOR herein was allotted Plot E of the said entire property, having an area of 2070 sq.mts towards her share;

AND WHEREAS the VENDOR is now sole owner and possessor of the said Plot E of said entire property namely property denominated as "ZORIVADICHEMMOLA" or "ZORIVADIMOLA or ZORIVADEAMOLA (half of the Eastern side)", situated at Davorlim, Salcete, Goa, which plot is now surveyed under No.21/2-C of Davorlim village, having an area of 2070 (two thousand seventy) sq.mts, forming an independent and separate property, shown in the plan annexed

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hereto, more particularly described in the SCHEDULE "B" hereunder and hereinafter referred to as the "said plot";

AND WHEREAS the two old structures which were existing in the said plot were already demolished;

AND WHEREAS the VENDOR has represented to the PURCHASER that -

a) the VENDOR is sole owner and possessor of the said plot;

b) the said plot is free from all encumbrances, charges, liens or defects in title whatsoever;

c) the said plot or any part thereof is not subject to any land acquisition proceedings or any other proceedings;

d) the said plot is not subject to any rights, claim or interest from any other person/s;

e) the VENDOR has clear and marketable title to the said plot;

AND WHEREAS believing the said representations as true, the PURCHASER approached the VENDOR for purchase of the said plot;

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AND WHEREAS by Agreement for Sale dt.28th June 2019 registered in the office of the Sub-Registrar of Salcete, Margao under No.MGO-1-1695-2019 dt. 05th July 2019, the VENDOR has agreed to sell and the PURCHASER has agreed to purchase the said plot for total consideration of Rs.1,30,00,000/- (Rupees one crore thirty lakhs only) calculated around Rs.6280/- per sq.metre;

AND WHEREAS in the said Agreement by oversight at some places the area of the said plot has been wrongly mentioned as "1896" sq.mts, which is to be read as "2070" sq.mts;

AND WHEREAS for the purpose of stamp duty, the said plot is valued at Rs.1,38,96,000/- (Rupees one crore thirty eight lakhs ninety six thousand only) calculated at the rate of Rs.6713/- per square metre, being minimum rate fixed under Goa Stamp Rules, which is its fair market value.

AND WHEREAS the PURCHASER paid part of the consideration under said Agreement of Sale to the VENDOR and offered to pay to the VENDOR balance consideration and requested the VENDOR to execute the sale deed;

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

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1. That in pursuance of the aforesaid Agreement of Sale dt.28th June 2019 and in consideration of the sum of Rs.1,30,00,000/- (Rupees one crore thirty lakhs only) paid by the PURCHASER to the VENDOR before execution of these presents, namely Rs.1,30,000/- was deducted as 1% TDS and paid to Income Tax Department on account of the VENDORS, Rs.23,70,000/- was at the time of execution of the said Agreement dt.28th June 2019 by RTGS Transfer through Central Bank of India under UTR No.CBINR52019062710009192, Rs.35,00,000/- was paid by two cheques under Cheque No.26409 dt. 08.01.2021 for Rs.20,00,000/- and Cheque No.26408 dt.13.04.2021 for Rs.15,00,000/- and balance of Rs.70,00,000/- was paid, namely Rs.10,00,000/- by RTGS Transfer under UTR No.CBINR52011102110006723 on 21.10.2021 and Rs.60,00,000/- by Cheque No.026416 dt. 28.10.2021 towards the sale price or the consideration of the said plot in full and final settlement, receipt whereof the VENDOR hereby admits and acknowledges and of and from the same forever acquit, release and discharge the PURCHASER, SHE, the VENDOR above named as beneficial owner do hereby sell, assign, transfer, convey, grant and assure unto the PURCHASER ALL THAT said plot, admeasuring 2070 (two thousand seventy) square metres, situated at Davorlim, Salcete,

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Goa, being Plot E of property denominated as "ZORIVADICHEMMOLA" or "ZORIVADIMOLA or ZORIVADEAMOLA (half of the Eastern side)", situated at Davorlim, Salcete, Goa, described in detail in SCHEDULE "B" hereunder and depicted in the plan annexed hereto with its boundaries delineated in red colour, free from encumbrances, charges and demands whatsoever, TOGETHER WITH all and singular courts, yards, ways, privileges, rights, members and appurtenances whatsoever to the said piece or parcel of land or ground belonging or appertaining to the same or any part thereof and everything existing therein AND all the estate, right, interest, title, use, inheritance, possession, benefit, claim and demand whatsoever both at law and in equity of the VENDOR in, to or upon the said piece or parcel of land, being the said plot, TO HAVE AND TO HOLD the same unto the use of the PURCHASER absolutely and forever.

2. The VENDOR do hereby covenants with the PURCHASER as follows:

a) That the said plot is not subject to any mortgage, lien, tenancy, easements or other rights or charge of whatsoever nature and that the same is free from any encumbrances, charges or demands whatsoever;

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b) That she, the VENDOR, has in herself good right, full power and absolute authority to sell the said plot to the PURCHASER in the manner aforesaid and that she has clear, marketable and subsisting title to the said plot;

c) That she, the VENDOR, has not agreed to sell the said plot to any person or persons whomsoever and that no litigation is pending in any Court of law in respect of the said plot hereby sold;

d) That the PURCHASER may hereafter peaceably and quietly enter upon, possess, hold, use and enjoy the said plot as their own property without any interruption or claim or demand on the part of the VENDOR or any person or persons claiming from, through or under her;

e) That she, the VENDOR, shall at the request and costs of the PURCHASER, do or execute or cause to be done or executed all such lawful acts, deeds, matters and things for further and more perfectly conveying and assuring the said plot and every part thereof unto the PURCHASER, as may be reasonably required;

3. That both the parties hereto agree, that any mistake in the present Deed of Sale shall not invalidate the

Prof. Nagesh



present Deed, but the same shall be duly rectified by both the parties, by executing a Deed of Rectification. The parties also rectify and correct the area of the said plot as "2070 sq.mts" in the said Agreement dt.28.06.2019, which has been wrongly mentioned as "1896 sq.mts" at some of the paragraphs.

4. That the VENDOR undertakes to indemnify and keep indemnify the PURCHASER against any defect in title concerning the said plot or any part thereof. Similarly, the VENDOR do hereby agrees to indemnify and keep indemnified the PURCHASER, against all claims, demands, actions, proceedings, losses, damages, recoveries etc which may be made or brought or commenced against the PURCHASER by any third party or against the VENDOR or any of them, on account of which the PURCHASER are subjected to any loss, damages, etc, in respect of the said plot hereby sold.

5. The VENDOR do hereby authorises and grants her No objection to the PURCHASER to effect the mutation of the survey records in respect of the said plot in their name.

6. The total stamp duty payable for the present sale is Rs.6,25,500/- and as stamp duty of Rs.3,77,000/- has been remitted along with said Agreement dt. 28.06.2019

Sd/ Nagesh



above referred to, the balance stamp duty of Rs.2,48,500/- has been used for this deed.

SCHEDULE "A"

(Description of the entire property)

ALL THAT property denominated as "ZORIVADICHEMMOLA" or "ZORIVADIMOLA or ZORIVADEAMOLA (half of the Eastern side)", situated at Davorlim, within the area of Village Panchayat of Davorlim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, which represents half of the eastern side of the property described in the Land Registration office of Salcete under No.28,115 of New Series, enrolled in the Land Revenue Office of Salcete under Matriz No.35 and presently surveyed under Survey No.21/2 of Davorlim village of Salcete Taluka, having an area of 19,250sq, mts and bounded on the east by property of Mariano Colaco and Comunidade of Davorlim, on the west by property of same denomination (half of western side) of Lourenco Colaco and Micael Lima, on the north by property of Moina Naique and on the south by water drain.

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SCHEDULE "B"

(Description of the said plot hereby sold)

All that plot of land surveyed under No.21/2-C of Davorlim village of Salcete Taluka under name "Garwamolo", having an area of 2070 (two thousand seventy) sq. Metres, being Plot E of the said entire property described in the SCHEDULE "A" above, forming an independent and separate property is bounded on the east by properties surveyed under Nos.23/6 and 23/7, on the west by road, on the north and south by remaining part of entire property surveyed under No.21/2.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first hereinabove mentioned.

Sd/ Nagesh



SIGNED AND DELIVERED
BY THE WITHIN NAMED
VENDOR:



MARIA COLACO alias JOAQUINA
MARIA COLACO



Right Hand Finger Prints



Left Hand Finger Prints

Sef Maria Colaco



SIGNED AND DELIVERED
BY THE WITHIN NAMED
PURCHASER:



Sdf

Sdf

SAVITRI NAGESH DEVALI,
Partner, M/S. SUMAN INFRASTRUCTURES



Right Hand Finger Prints



Left Hand Finger Prints

Sdf Nagesh.





Nagesh

NAGESH DEVALI,
Partner, M/S. SUMAN INFRASTRUCTURES



Right Hand Finger Prints



Left Hand Finger Prints

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WITNESSES:

1. ~~M~~ Mouicio P. Montuio

2. Vijay. V. Kulkarni MR VIJAY .V. KULKARNI



Sd/ Nagesh





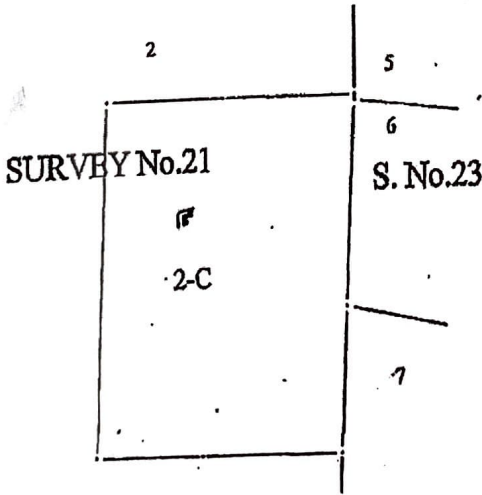
GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MARGAO-GOA

Inward No: 6596

Plan Showing plots situated at
Village : DAVORLIM
Taluka : SALCETE
Survey No./Subdivision No. : 21/-2-C
Scale : 1:1000



(Saxto C. Silveira)
Inspector of Survey & Land Records
Margao - Goa



L.T.T.

Saxto

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Government of Goa

Document Registration Summary 2

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

Date & Time : - 29-Oct-2021 11:35:26 am

Document Serial Number :- 2021-MGO-3541

Presented at 11:33:31 am on 29-Oct-2021 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

| Sr.No | Description | Rs.Ps |
|--------------|------------------|---------------|
| 1 | Stamp Duty | 248400 |
| 2 | Registration Fee | 417380 |
| 3 | Mutation Fees | 2500 |
| 4 | Processing Fee | 1280 |
| Total | | 669560 |

Stamp Duty Required :248400/-




Stamp Duty Paid : 248500/-

Sender

| NO | Party Name and Address | Photo | Thumb | Signature |
|----|--|-------|-------|-----------|
| | SAVITRI NAGESH DEVALI ,Father Name:Vaman Daivaina, Age: 41, Marital Status: Married , Gender: Female, Occupation: Business, Address1 - C-406, C Wing, Osia Commercial Arcade, Margao, Goa, Address2 - Margao Salcete Goa, PAN No.: | | | |







Receiver

| NO | Party Name and Address | Photo | Thumb | Signature |
|----|---|-------|-------|-----------|
| | MARIA COLACO Alias JOAQUINA MARIA COLACO , Father Name:Late Joao Colaco, Age: 74, Marital Status: Unmarried , Gender: Female, Occupation: Other, H.No. 210 Zoriwaddo. Davorlim, Salcete, Goa, PAN No.: | | | |
| | SAVITRI NAGESH DEVALI , Father Name:Vaman Daivaina, Age: 41, Marital Status: Married , Gender: Female, Occupation: Business, C-406, C Wing, Osia Commercial Arcade, Margao, GoaMargao Salcete Goa, PAN No.: | | | |

| Party Name and Address | Photo | Thumb | Signature |
|---|---|---|--|
| NAGESH DEVALI , Father Name:Manohar Devali, Age: 51, Marital Status: Married ,Gender:Male,Occupation: Business, Off at C-406, C Wing, Osia Commercial Arcade, Margao, GoaMarao Salcete Goa. PAN No.: |  |  |  |

ess:

individually/Collectively recognize the Vendor, Purchaser,

| Party Name and Address | Photo | Thumb | Signature |
|--|---|---|---|
| Name: Vijay Vishvanath Kulkarni, Age: 42, DOB: 1979-04-03 , Mobile: 9739641593 , Email: , Occupation: Service , Marital status : Married , Address: 403601, Flat No. 3, Flat No. 3, High Rise Apts, Behind St. Sebastian Church Aquem, Margao, Salcete, SouthGoa, Goa |  |  |  |
| Name: Mariano Piedade Monteiro, Age: 54, DOB: 1967-09- 19 , Mobile: 9850067208 , Email: , Occupation: Service , Marital status : Married , Address: 403709, H.No. 796/2 Mugalli Curtorim, H.No. 796/2 Mugalli Curtorim, Sao-jose-de- areal, Salcete, SouthGoa, Goa |  |  |  |


 Sub Registrar

Document Serial Number :- 2021-MGO-3541

ment Serial No:-2021-MGO-3541

Book :- 1 Document

Registration Number :- **MGO-1-3413-2021**

Date : 29-Oct-2021

Genyces

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

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SALCETE

