

(Rupees five lakhs twenty two thousand nine hundred only)

For CITIZEN CREDIT
CO-OP BANK LTD
Authorised Signatory
Authorised Signatory

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

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

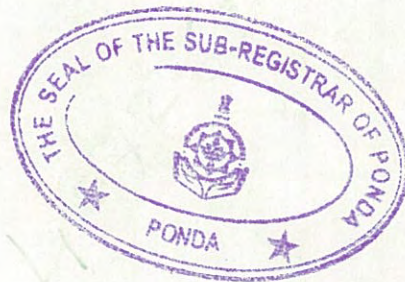
भारत 42631 NON JUDICIAL ग)वा
103297 MAR 19 2019
zero five two two nine zero zero 16:26
Rs.0522900/- PB6818
INDIA STAMP DUTY GOA

Name of Purchaser Aura Builders And Developers

316/19

Jeetendra Patnak
JEETENDRA PATNAK

PON-1-306-2019



DEED OF SALE

THIS DEED OF SALE is made and entered into at Ponda, Goa, on
this 19th day of, 2019;

Gr. V. Kanab
Arulir

Jeetendra Patnak
Patnak

BETWEEN

(1) SHRI VINAYAK GOVIND KAMAT (Pan No. ADVPK5189Q)
(Aadhar no. 728417003650), Mob. No. 9552099167, Email :
kamatshriyan97@gmail.com, aged 84 years, son of late Govind Kamat,
married, occupation business and his wife (2) SMT. SULAKSHA
VINAYAK KAMAT (Pan No. ADVPK5190K)(Aadhar
no.487894887190),Mob.No.9552099167,Email:kamatshriyan97@gmail
.com, aged 74 years, daughter of Narayan Lotlikar, housewife, both
Indian Nationals, residents of 35 Hacienda Building, Lake View
Colony, Miramar, Panaji, Goa, duly represented by their Power of
Attorney holders Shri Govind Vinayak Kamat, son of Vinayak Govind
Kamat , aged 51 years, married, occupation business, holding PAN Card
no. APIPK4312G, (Aadhar no.389025594285), Mob. No. 8830350618,
Email : mahalasavision@gmail.com, and Shri Sudin Vinayak Kamat,
son of Vinayak Govind Kamat , aged 47 years, married, occupation
business, holding PAN Card no. AZMPK4436D,(Aadhar
no.622755869987),Mob.No.8830347350,Email:kamatsudin27@gmail.c
om, both Indian Nationals, both residing at 35 Hacienda Building, Lake
View Colony, Miramar, Panaji, Goa, as constituted by Power of
Attorney dated 05/07/2018 having registration no. 12764/18 sworn in
before notary Mr. Damodar P. Agni, and hereinafter referred to as the
VENDORS (which expression shall unless repugnant to the context or
meaning thereof be deemed to include their heirs, legal representatives,
executors, administrators, successors, nominees and assigns) of the
FIRST PART.

G.V. Kamat.

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AND

M/S AURA BUILDERS & DEVELOPERS, a Partnership Firm having its registered office at G-8, Dona Trisha Building, opp. Manipal Hospital, Dona Paula, Goa, holding Pan Card no. AARFA0011G represented by its Partners (1) **Shri Jeetendra Pathak** (Pan No. APRPP1850R) (Aadhar no. 518891009536) , Mob. No. 9096990000, Email : aurahomes99@gmail.com, aged 37 years, son of Shri Mohan Chandra Pathak, occupation business, married, Indian National, (2) **Mrs. Lily Pathak** (Pan No. AOFPJ9165C) (Aadhar no. 517914516566), Mob.No.9049170000, Email : lilyjoshi@gmail.com, aged 33 years, wife of Shri Jeetendra Pathak, occupation business, married, Indian National duly represented by her Power of Attorney holder Shri Jeetendra Pathak (Pan No. APRPP1850R) (Aadhar no. 518891009536), Mob.No.9096990000, Email:aurahomes99@gmail.com, aged 37 years, son of Shri Mohan Chandra Pathak, occupation business, married, Indian National, as constituted by Power of Attorney dated 19/11/2014 having registration no.70/14 sworn in before notary Ms. Deepali Z. Naik, and (3) **Shri Mohan Chandra Pathak** (Pan No. AAPPP7758M) (Aadhar no. 980748269497), Mob. No. 9422062615, Email : focus17@gmail.com, aged 72 years, son of Jagannath Pathak, business, Indian National, all residents of 56, Sagar Society, Dona Paula, Goa, hereinafter referred to as the PURCHASER (which expression shall unless repugnant to the context or meaning thereof be deemed to include its partners, legal representatives, executors, administrators, successors and assigns) of the SECOND PART.

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WHEREAS there exists a Property known as "VELEM BARLA" second addition, totally admeasuring 3225.00 sq. mts., not described in the Land Registration Office, however, enrolled in the Taluka Revenue Office of Ponda under Matriz No. 958, presently surveyed under no. 27/2 of Village Cundaim, Taluka Ponda, District of North Goa, more particularly described in the Schedule-I hereunder written and hereinafter referred to as the "ENTIRE PROPERTY".

AND WHEREAS the VENDOR NO.1 became owner of the said entire property by virtue of an allotment of the same in his favour in the Inventory Proceedings which concluded before the Court of Special Municipal Jurisdiction of Ponda upon the death of Malu Naraina Camotim and appended to the same Inventory upon the death of Govinda Malu Camotim and by Judgement dated 28/04/1959 passed therein.

AND WHEREAS a part of the said entire property admeasuring 300.00 sq. mts. has been purchased by a mundkar of the VENDORS, namely, Rohidas Mahadev Naik vide a certificate of purchase dated 27/11/2009 issued by the Deputy Collector and S.D.O. of Ponda.

AND WHEREAS the total net area upon excluding the aforementioned Mundkarial area available in the said entire property is 2925.00 sq. mts. which is more particularly described in the Schedule-II hereunder written and hereinafter referred to as the "SAID PLOT".

AND WHEREAS the VENDORS being desirous of selling the said plot, entered into a Memorandum of Understanding dated 10/10/2016, executed before the Notary, Damodar P. Agni, Panaji, Goa under Reg.

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No. 11035/16 dated 14/10/2016 and Addendum dated 11/08/2018 executed before the Notary, Damodar P. Agni, Panaji, Goa under Reg. No. 12961/18 dated 26/09/2018 to the said Memorandum of Understanding dated 10/10/2016, with the PURCHASER and by virtue of the said Memorandum of Understanding and the Addendum, the VENDORS agreed to sell to the PURCHASER an area admeasuring 2017.00 sq. mts. out of the said plot, for a total consideration amount of Rs. 1,10,00,000/- (Rupees one crore ten lakh only) and on the terms and conditions as stipulated in the said Memorandum of Understanding and the Addendum.

AND WHEREAS the VENDORS and the PURCHASER have now amicably come to the conclusion that the total net area out of the said plot available for sale is 2925.00 sq. mts. and hence the VENDORS have agreed to sell to the PURCHASER the said area of 2925.00 sq. mts. instead of 2017.00 sq. mts, however for the consideration amount of Rs. 1,16,20,000/- (Rupees one crore sixteen lakh twenty thousand only).

AND WHEREAS out of the total consideration amount of Rs. 1,16,20,000/- (Rupees one crore sixteen lakh twenty thousand only), it is agreed between the VENDORS and the PURCHASER that the sum of Rs. 25,00,000/- (Rupees twenty five lakh only) would be payable in cash and the balance amount of Rs. 91,20,000/- (Rupees ninety one lakhs twenty thousand only) would be payable in kind by way of constructing and allotting to the VENDORS, free of cost, six 2

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BHK Flats, each flat admeasuring super built area of about 95.00 sq. mts., to be constructed in the said plot.

AND WHEREAS out of the total consideration of the said plot as stipulated hereinabove, the cheque component amounting to Rs. 25,00,000/- (Rupees twenty five lakh only) has been paid by the PURCHASER to the VENDORS as per the mode of payment mentioned in Schedule III hereunder and the balance consideration of Rs. 91,20,000/- (Rupees ninety one lakhs twenty thousand only) have been agreed to be paid to the VENDORS in terms of the Addendum dated 26/09/18 by way of constructing and allotting to the VENDORS, free of cost, six 2 BHK Flats, each flat admeasuring super built area of about 95.00 sq. mts., to be constructed in the said plot.

AND WHEREAS the VENDORS have accepted the said proposal and have agreed to sell the said plot to the PURCHASER for the said total consideration amount of **Rs. 1,16,20,000/- (Rupees one crore sixteen lakh twenty thousand only)** and as per the aforementioned mode of payment and have further agreed to convey the said plot unto the PURCHASER on the following terms and conditions.

AND WHEREAS out of the total area of 2925.00 sq. mts. of the said plot, the VENDORS will retain for themselves, undivided corresponding share in the land proportionate to the total built up area which shall be allotted to the VENDORS by the PURCHASER in the form of six 2 BHK flats of 95.00 sq. mts. (super built up) each.

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NOW THIS DEED WITNESSETH AS UNDER:

1. In pursuance of the said agreement and in consideration of the payment of sum of **Rs. 1,16,20,000/- (Rupees one crore sixteen lakh twenty thousand only)** by the PURCHASERS to the VENDORS, which is partly paid as per the mode of payment specified in Schedule III hereunder, the receipt of which sum the VENDORS do hereby admit and acknowledge, and partly to be paid as per the mode of payment specified in Schedule IV hereunder, the VENDORS do hereby convey and assign unto the PURCHASER, the said plot which is more particularly described in the Schedule-IIA hereunder written, with all the easements, privileges, advantages, rights, claims, demands and appurtenances whatsoever or at any time hereto before usually held, used, occupied or known as part thereof or be appurtenant thereto and all the estates, claims and demands whatsoever both at law and in equity of the VENDORS.

2. AND in consequence of this sale, the PURCHASER shall have, hold, possess and develop the said plot described in Schedule II hereunder which is hereby sold, assigned and released and conveyed with its and every of its right to the use and benefit of the PURCHASER forever and absolutely.

3. AND the VENDORS do hereby covenant with the PURCHASER that notwithstanding any act, thing or deed by the VENDORS, done or executed or knowingly suffered to the contrary, the VENDORS have good right, title and full authority to grant and Convey the said plot

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as hereby granted or conveyed or expressed so to be unto and to the use of the PURCHASER in the manner aforesaid.

4. AND the VENDORS undertake to indemnify the PURCHASER, should any person claim title to that which is hereby sold and in case the rights which are claimed by the third person should partly or wholly render this sale null and void or ineffective.

5. AND that the said plot hereby sold is free from encumbrances whatsoever made or suffered by the VENDORS and the VENDORS shall and will from time to time and at all times hereinafter at the request and cost of the PURCHASER, do or cause it be done or execute all such acts, deeds and things whatsoever, for further and more perfectly assuring the aforesaid right in the said plot or every part thereof unto and to the use of the PURCHASER in the manner aforesaid, as shall and/or may be reasonably required.

6. AND that the VENDORS hereby give their express consent to do the mutation of the said plot in the name of the PURCHASER.

7. That the terms and conditions of the Memorandum of Understanding dated 10/10/2016 and the Addendum dated 26/09/18 shall be binding on the VENDORS and the PURCHASER.

8. That the PURCHASER shall construct on the said plot, residential flats/apartments, at the own cost of the PURCHASER and shall sell the said residential flats/apartments to any third party, on such terms and conditions and for such consideration as the PURCHASER may deem fit and proper, excluding the six residential flats to be allotted to the VENDORS.

G.V.Kamat







9. That the VENDORS do hereby permit and authorize the PURCHASER to sell to any third party, any flat/apartment to be constructed on the said plot (excluding the six flats allotted to the VENDORS). The PURCHASER shall be accordingly, entitled to enter into any commitment and/or Agreement for the sale of said flat/apartment along with the undivided share in the plot with any third party, however, without any responsibility/ liability of any nature against the VENDORS. It is expressly agreed that the VENDORS shall not be liable in any way to any damages or any other consequences, in the event of any breach of the Agreement that may be committed by the PURCHASER against any third party or any purchaser. The VENDORS either personally or through their duly constituted attorney, agree to sign and execute any such Agreement of Sale or Deed of Sale or any other Agreement/s which the PURCHASER may enter into with any proposed buyer and attend the Office of the Sub-Registrar to register the same.



10. The VENDORS agree to join and be the member of any Co-operative Housing Maintenance Society Ltd. or any entity that may be formed by the PURCHASER among the Flat Holders, by duly applying for its membership and producing all relevant documents as the need may be along with the prescribed membership fees as per the society's rules. Further the VENDORS agree to abide by all the rules and regulations of the said Co-operative Housing Maintenance Society Ltd or entity, from time to time.

11. That the work of development and construction in the SAID PLOT will be commenced by the PURCHASER, immediately upon obtaining

G. V. Kanat.

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the conversion sanad, development permission, construction license and the other requisite approvals/NOC from the concerned authorities.

12. That the six flats allotted to the VENDORS shall be more specifically described by way of executing a supplementary Deed after the construction of the said six flats have been completed and at the time of handing over their possession to the VENDORS.

13. That the VENDORS declare that they do not belong to Schedule Caste and Schedule Tribe and are not covered under the Notification no. RD/LND/LRC/318/77 dated 21/8/1978.

14. Whereas the PURCHASER shall pay to the VENDORS the said consideration amount of **Rs.1,16,20,000/- (Rupees one crore sixteen lakhs twenty thousand only)** upon deducting 1% TDS from the said amount.

14. That the value of the plot hereby sold is **Rs. 1,16,20,000/- (Rupees one crore sixteen lakh twenty thousand only)** and accordingly the Stamp Duty of Rs. 5,22,900/- has been engrossed on this Deed.

SCHEDULE - I

ALL THAT Property known as "VELEM BARLA" second addition, totally admeasuring 3225.00 sq. mts., not described in the Land Registration Office, however, enrolled in the Taluka Revenue Office of Ponda under Matriz No. 958, presently surveyed under no. 27/2 of Village Cundaim, situated within the limits of the Village Panchayat of Cundaim, Taluka Ponda, District of North Goa and bounded as under:

On the North : By nullah

On the South : By public road

G. V. Kamat.

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On the East : By the property bearing survey no. 27/3

On the West : By the property bearing survey no. 27/1

SCHEDULE – II

ALL THAT plot of land admeasuring 2925.00 sq. mts., forming part of the property described in Schedule-I hereinabove and bounded as under:

On the North : By remaining portion of the property bearing survey no.

On the South : By Public road

On the East : By the property bearing survey no. 27/3

On the West : By the property bearing survey no. 27/1

SCHEDULE – III (Mode of Payment)

- 
- (i) Sum of Rs. 5,00,000/- (Rupees five lakh only) has been paid vide cheque No. 220495, dated 10/10/2016, drawn on State Bank of India, Dona Paula Branch.
- (ii) Sum of Rs. 3,00,000/- (Rupees three lakh only) has been paid vide cheque No. 058852, dated 23/01/2018, drawn on State Bank of India, Dona Paula Branch.
- (iii) Sum of Rs. 4,50,000/- (Rupees four lakh fifty thousand only) has been paid vide cheque no. 317737, dated 06/07/18, drawn on State Bank of India, Dona Paula Branch.
- (iv) Sum of Rs. 12,50,000/- (Rupees twelve lakh fifty thousand only) has been paid vide cheque no. 317738, dated 06/07/18, drawn on State Bank of India, Dona Paula Branch.

G. V. Kanat.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET
THEIR RESPECTIVE HANDS ON THE 19th DAY OF THE MONTH
OF MARCH AND THE YEAR 2019 FIRST HEREINABOVE
MENTIONED.

SIGNED AND SEALED
by the within named VENDOR NOS.1 & 2
by their duly constituted Attorney
SHRI GOVIND VINAYAK KAMAT



Gov. Kamat.



Gov. Kamat.

Govind Kamat

Govind Kamat
Hathak



SIGNED AND SEALED
by the within named VENDOR NOS.1 & 2
by their duly constituted Attorney
SHRI SUDIN VINAYAK KAMAT



G. V. Kamat

SIGNED AND SEALED
by the within named SECOND PARTY
M/S AURA BUILDERS & DEVELOPERS,
THROUGH ITS PARTNER
(1) SHRI JEETENDRA PATHAK
for Self and Power of Attorney holder
of Smt. LILY PATHAK



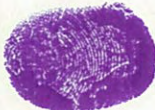
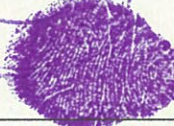
G. U. Karmat,

Pathak

SIGNED AND SEALED

by the within named SECOND PARTY
M/S AURA BUILDERS & DEVELOPERS,
THROUGH ITS PARTNER
(3) SHRI MOHAN CHANDRA PATHAK

Pathak



In the presence of:

1. HIRALAL R. GAUNS

[Signature]

2. Sunil S. Shetye

[Signature]

Gurupreet.

[Signature]
Pathak



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA



Plan Showing plots situated at
Village : CUNDAIM
Taluka : PONDA
Survey No./Subdivision No. : 27/ 2
Scale : 1 :1000

Inward No:10156

Onke
Inspector Of Survey
And Land Records, Panaji - Goa



SURVEY No. 27

1

2

3

VENDOR

1. Gokameel-

2. *Quadrin*

PURCHASER.

1. *Patil*

2. *Patil*

Dilip Tamoskar
7/05/2018

Compared By: Dilip Tamoskar (D'Man Gr. I)

Sr Narvekar

Generated By : Swetal V. Narvekar (F.S)
On : 16-08-2018



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 26-Mar-2019 01:03:04 pm

Document Serial Number :- 2019-PON-316

Presented at 12:03:56 pm on 26-Mar-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Ponda along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	522900
2	Registration Fee	406700
3	Mutation Fees	2500
4	Processing Fee	560
Total		932660

Stamp Duty Required :522900

Stamp Duty Paid : 522900

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Jeetendra Pathak ,S/o - D/o Mohan Chandra Pathak Age: 37, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Dona Paula Goa, Address2 - Panaji Ilhas Goa, PAN No.: AARFA0011G			

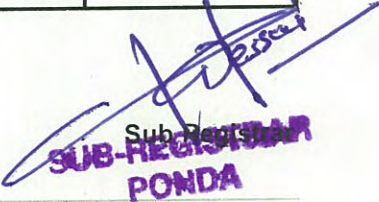
Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Jeetendra Pathak ,S/o - D/o Mohan Chandra Pathak Age: 37, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Dona Paula Goa, Address2 - Panaji Ilhas Goa, PAN No.: AARFA0011G			
2	Mohan Chandra Pathak ,S/o - D/o Jagannath Pathak Age: 72, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Dona Paula Goa, Address2 - Ilhas Goa, PAN No.: AARFA0011G			
3	Govind Vinayak Kamat ,S/o - D/o Vinayak Govind Kamat Age: 51, Marital Status: ,Gender:Male,Occupation: Land Lord, Address1 - Panaji, Address2 - , PAN No.: APIPK4312G			
4	Sudin Vinayak Kamat ,S/o - D/o Vinayak Govind Kamat Age: 47, Marital Status: ,Gender:Male,Occupation: Land Lord, Address1 - Panaji, Address2 - , PAN No.: AZMPK4436D			
5	Jeetendra Pathak ,S/o - D/o Mohan Chandra Pathak Age: 37, Marital Status: ,Gender:Male,Occupation: Business, Address1 - Dona Paula Tiswadi Goa, Address2 - , PAN No.: APRPP1850R			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Sunil Shetye, 33 ,1985-09-01 ,9823579494 ,advsunilshetye@gmail.com ,Advocate , Marital status : Married 403521, Porvorim, Porvorim Salvador-do-mundo, Bardez, NorthGoa, Goa			
2	Hiralal Rama Gauns, 49 , ,9096990000 , ,Self Employed , Marital status : Married 403206, Taleigao, Taleigao Taleigao, Tiswadi, NorthGoa, Goa			


Sub-Registrar
PONDA



Document Serial No:-2019-PON-316

Book :- 1 Document

Registration Number :- **PON-1-306-2019**

Date : 26-Mar-2019


SUB-REGISTRAR
PONDA

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



Ref. No. [pp] 106/Cundaim/49(G) NoC/27/2/2018
Town & Country Planning Dept
Government of Goa
2nd Floor, Govt. Office Bldg.
Opposite Axis Bank
Ponda-Goa
Date: 10-07-2018
1230

**TOWN AND COUNTRY PLANNING DEPARTMENT
PONDA TALUKA OFFICE
PONDA GOA**

NO OBJECTION CERTIFICATE

Under Section 49 (6) of Goa, Daman and Diu, Town and Country Planning Act, 1974, Town and Country Planning Department has no objection for the registration of **deed of Sale/Agreement for construction** in respect of property bearing Survey no 27/2 Plot no. - of Village **Kundaim** of Ponda Taluka, as per the plan hereby annexed. The plot/property falls within **settlement** zone, As per Regional Plan for Goa 2001 and as per the Regional Plan for Goa 2021, the plot under reference is earmarked as Partly Settlement zone & partly no Development Slope, admeasuring an area of **2925.00** sq. mts. known as **Konale**.
The property/plot falls within 500 mtr. from High Tide Line: No

BOUNDARY DETAILS AS GIVEN BY THE APPLICANT ARE:

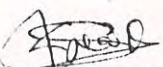
NORTH BY: - Rivulet & the property under survey no. 41/1.

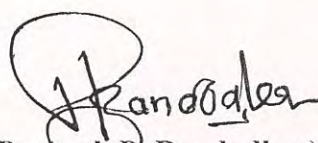
SOUTH BY: - Private road.

EAST BY: - Property surveyed under no. 27/3.

WEST BY: - Property surveyed under no. 27/1.

1. This N.O.C. is issued at the request of the applicant and as per the details submitted by the applicant and is subject to verification of ownership documents by the appropriate Authority.
2. It will not be binding on this Department to grant any Technical Clearance in the aforementioned property under Goa Land Development and Building Construction Regulation.
3. On issue of this N.O.C, any permission granted by the Department stand cancelled/withdraw/invalid or any ongoing development will have to be stopped.
4. Traditional access and natural water drain if any passing through the property shall be maintained.
5. This N.O.C. is valid for the purpose of Reg. for period of 3 years.


Srinivas K. Naik
Planning. D, Man-II

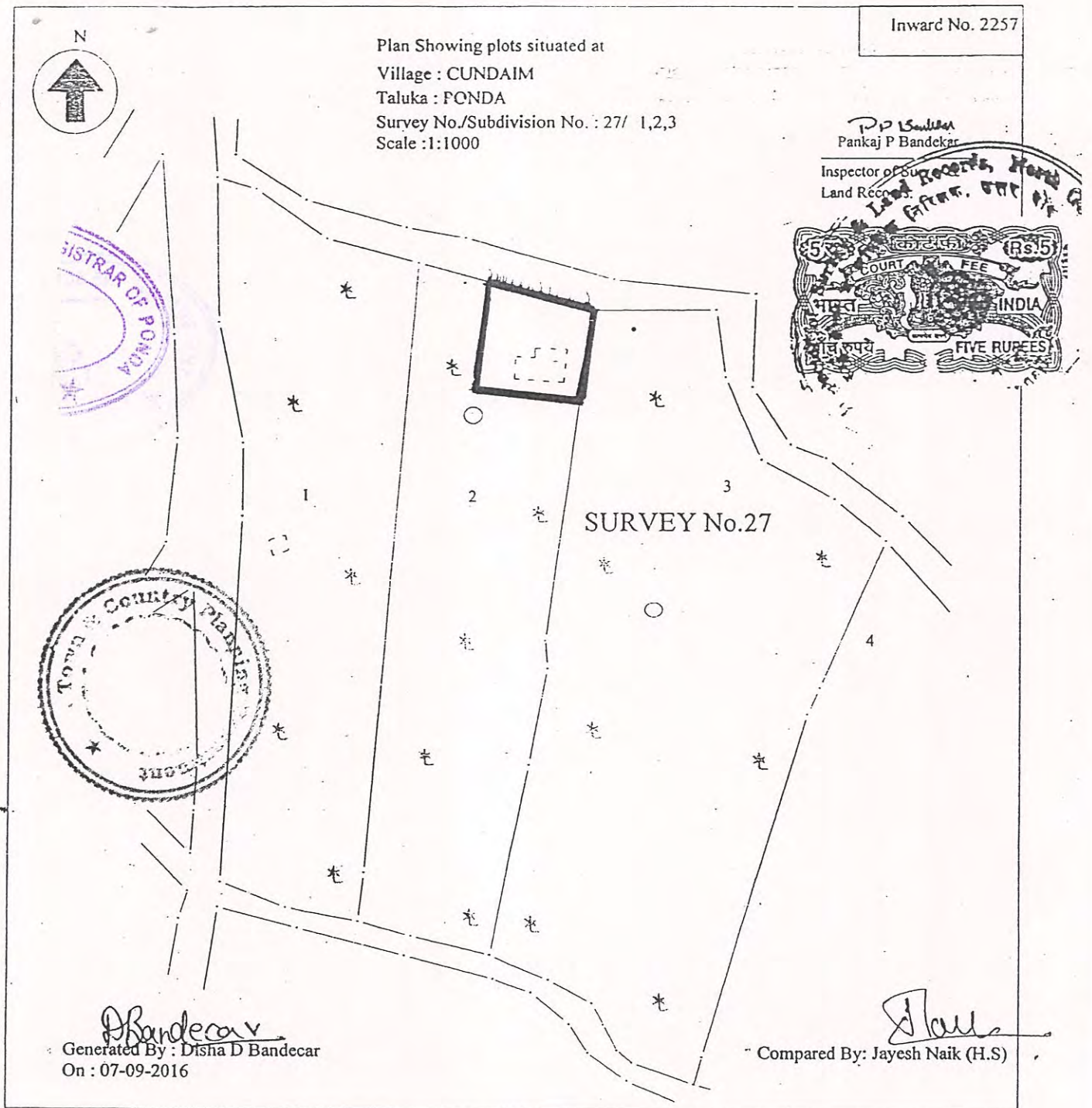

(Prakash P. Bandodkar)
Dy. Town Planner

Encl: as above.

To,
Mr. Vinayak Kamat,
H. no. 561/1 Lake view Colony,
Miramar,



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI-GOA





GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI-GOA

