(Rupees One lakh Thirty Three thousand Only) (6)

for CITIZENCREDIT™ CO-OP. BANK LTD.

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 INDIA

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NON JUDICIAL ग ोवा
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Rs.0133000/- PB6818

STAMP DUTY GOA

Name of Purchaser AURA BUILDERS AND DEVELOPERS

15/10/16

THE SEAL OF THE SUB-REGISTRAR OF LAWS
PANAJI

DEED OF SALE

-1-

THIS DEED OF SALE is made and entered into at Panaji, Tiswadi, Goa, on this 5th day of October of the year Two Thousand and Sixteen.

BETWEEN

(1) **MR. SEBASTIAN FERNANDES**, (PAN ACKPF6277C), aged 52 years, son of Mr. Roque Fernandes, married, occupation business and his wife (2) **MRS. MINGUELINA FERNANDES** (PAN ACKPF9729K), aged 44 Years, wife of Mr. Sebastian Fernandes, Housewife, both Indian Nationals, both residents of H.No. 58, Chruch Area, Corlim Ilhas, Goa and presently residing at H.No. 32/B, Sailabhat, Cavorim, Chandor, Salcete, Goa 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 and assigns) OF THE FIRST PART.

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**, aged 35 years, son of Shri Mohan Chandra Pathak, occupation business, married, Indian Nationals, (2) **Smt Lily Pathak** aged 31 years, wife of Shri Jeetendra Pathak, , occupation business, married, Indian Nationals, and **(3)Shri Mohan Chandra Pathak**, aged 69 years, son of Jagannath Pathak, business, Indian Nationals, all residents of 56, Sagar Society, Dona

Paula, Goa, hereinafter called 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.**

WHEREAS the properties surveyed under nos. 135/1 and 136/1 of Village Corlim originally belonged to Shri Caetano Piedade Maximiano Pereira, the husband of Smt. Maria Esperanca Pereira and the said properties formed part of his estate.

AND WHEREAS said Shri Caetano Piedade Maximiano Pereira expired on 21/02/1946 and upon his death, Inventory Proceedings No. 1422/1947/B was initiated by his widow said Maria Espéranca Pereira in the Court of Civil Judge Senior Division at Panaji.

AND WHEREAS in the said Inventory Proceedings, the aforementioned properties bearing survey nos. 135/1 and 136/1 of village Corlim, which formed the estate of the deceased Shri Caetano Piedade Maximiano Pereira were partitioned between Smt. Maria Esperanca Pereira and their two sons, Shri Visitacao Cristo de Socorro Pereira and Shri Antonio Luciano Delito Pereira.

AND WHEREAS subsequently, in terms of the said Inventory Proceedings and in terms of the Deed of Partition dated 18/11/1985, registered

before the Sub-Registrar of Ilhas, under Reg. No. 237 at pages 48 to 54 of Book No. I Volume 227, dated 14/05/1986, the said properties bearing survey nos. 135/1 and 136/1 of Village Corlim were further partitioned between Shri Visitacao Cristo de Socorro Pereira and Shri Antonio Luciano Delito Pereira along with their respective spouses.

AND WHEREAS vide Order dated 24/03/1987 passed by the Dy. Collector, Panaji, in Case No. LND/PART/151/86 and Corrigendum dated 22/09/1987 issued to the said order, the partition of the said properties bearing survey nos. 135/1 and 136/1 between Shri Visitacao Cristo de Socorro Pereira and Shri Antonio Luciano Delito Pereira, was also carried out under the Land Revenue Code and accordingly the said properties bearing survey nos. 135/1 and 136/1 were respectively partitioned in the survey records into two portions, being survey nos. 135/1 &135/1A and 136/1 & 136/1A.

AND WHEREAS upon the said partition, the properties bearing survey nos. 135/1 and 136/1 were allotted to Shri Antonio Luciano Delito Pereira, while the properties bearing survey nos. 135/1A and 136/1A were allotted to Shri Visitacao Cristo Re Socorro Pereira.

AND WHEREAS by virtue of an Agreement for Development and Sale dated 19/04/1991 and Agreement of Modification dated 23/08/1991, Shri Antonio Luciano Delito Pereira and his wife

Smt. Maria Julia Pereira, inter alia agreed with Shri Jose Joao Domingoes Godinho to develop the property bearing survey no. 135/1 by sub-dividing the same into plots, on the terms and conditions as contained in the said agreement/s.

AND WHEREAS the Dy. Collector and S.D.O. at Panaji has issued Conversion Sanad dated 01/07/1992 bearing no. CNV/TIS/93/91 to the said property bearing survey no. 135/1 and permitted the use of the said property for residential/housing purpose.

AND WHEREAS the Town Planning and Development Authority has issued Final NOC dated 16/06/1993 bearing no. PDA/42/828/93 for sub division of the plots in the said property bearing survey no. 135/1.

AND WHEREAS vide a Deed of Sale dated 18/08/1993, registered before the Sub-Registrar of Ilhas, under Reg. No. 1305/93 of Book No. I Volume 256, dated 13/10/1993, said Shri Antonio Luciano Delito Pereira and his wife Smt. Maria Julia Pereira along with the developer, Shri Jose Joao Domingoes Godinho, sold the aforementioned plot no. 2 admeasuring 636.60 sq. mts., forming part of the property bearing survey no. 135/1 to Shri Sebastian Fernandes.

AND WHEREAS the name of Sebastian Fernandes, the FIRST VENDOR herein, has been entered in the occupant's coloumn in Form I & XIV of survey no. 135/1 of Village Corlim.

AND WHEREAS the FIRST VENDOR is married to the SECOND VENDOR under the Portuguese Civil Code as applicable to the State of Goa and as such are governed by the system of community of assets (Communiao dos Bens).

AND WHEREAS the VENDORS as the joint owners of the said plot are desirous of selling the said plot and as such the PURCHASER has offered to purchase the same for a total consideration amount of **Rs. 38,00,000/- (Rupees thirty eight lakhs only)**.

AND WHEREAS the VENDORS have accepted the said proposal of the PURCHASER and have offered to convey the said plot unto the PURCHASER for the said consideration amount of **Rs. 38,00,000/- (Rupees thirty eight lakhs only)** which is the market value thereof.

NOW THIS DEED WITNESSETH AS UNDER:

1. In pursuance of the said agreement and in consideration of the payment of sum of **Rs. 38,00,000/- (Rupees thirty eight lakhs only)** by the PURCHASER to the VENDORS, which is paid vide cheques (a) In favour of Mr. Sebastian Fernandes amounting to Rs. 1,00,000/-dated 01/08/16, bearing no. 220432, drawn on SBI, Dona Paula Branch,Goa,(b) In favour of Mr. Sebastian Fernandes amounting to Rs. 18,00,000/-dated 6/10/16, bearing no. 220492, drawn on SBI, Dona Paula Branch,Goa and (c) In favour of Mrs.

Mingulina Fernandes amounting to Rs. 19,00,000/- dated 6/10/16, bearing no. 220493, drawn on SBI, Dona Paula Branch,Goa. The receipt of which sum the VENDORS do hereby admit and acknowledge, the VENDORS do hereby convey and assign unto the PURCHASER, the said plot which is more particularly described in the Schedule 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 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 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 gives their express consent to do the mutation of the said plot in the name of the PURCHASER and also to partition the said plot under the Land Revenue Code.

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

Lilypathak Pathak

8. That the value of the plot hereby sold is **Rs. 38,00,000/- (Rupees thirty eight lakhs only)** and accordingly the Stamp Duty of **Rs.1,33,000/- (3.5%)** has been engrossed on this Deed.

S C H E DU L E

(Description of the said plot)

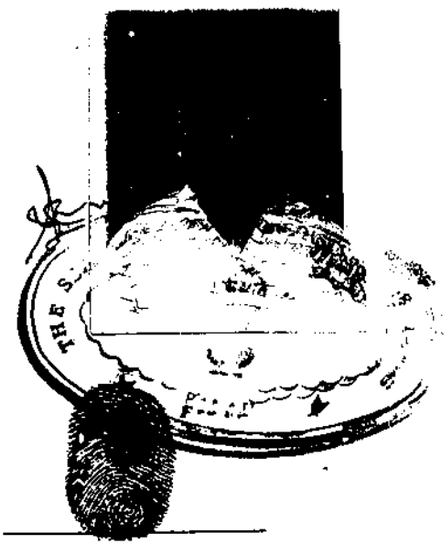
ALL THAT plot of land, identified as plot No. 2, admeasuring 636.60 sq. mts., forming part of the larger property known as "Church Area", more described in the Land Registration Office, enrolled in the Taluka Revenue Office of Tiswadi under Matriz No. 41, surveyed under No. 135/1 of Village Corlim situated within the limits of Village Panchayat Corlim, Taluka Tiswadi, District of North Goa and bounded as under:

North: By 15.00 mts wide road.
South: By plot No. 3 of the same development scheme.
West : By 10.00 mts. wide road.
East : By plot No. 1 of the same development scheme.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE 5th DAY, THE MONTH OF OCTOBER AND THE YEAR TWO THOUSAND AND SIXTEEN FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED
BY WITHINNAMED VENDOR

(1) MR. SEBASTIAN FERNANDES

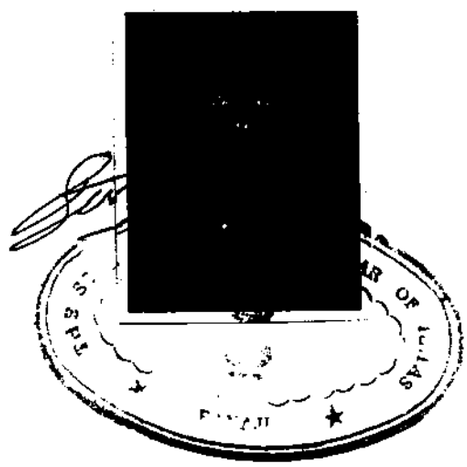


SIGNED, SEALED AND DELIVERED
BY WITHINNAMED VENDOR

(2) MRS. MINGUELINA FERNANDES

SIGNED, SEALED AND DELIVERED
BY WITHINNAMED PURCHASERS
M/S AURA BUILDERS & DEVELOPERS
through its Partner,

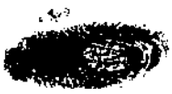
(1) MR. JEETENDRA PATHAK



SIGNED, SEALED AND DELIVERED
BY WITHINNAMED PURCHASERS
M/S AURA BUILDERS & DEVELOPERS
through its Partner,

Lilypathak

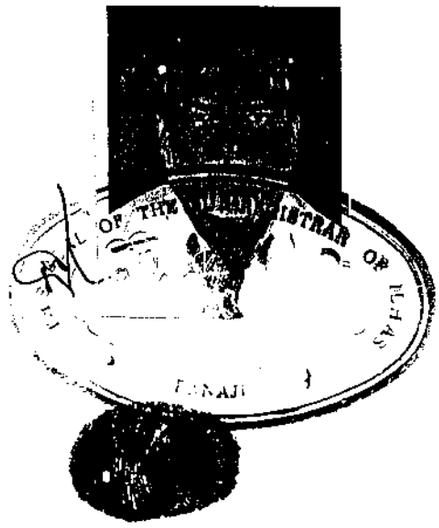
(2) MRS. LILY PATHAK

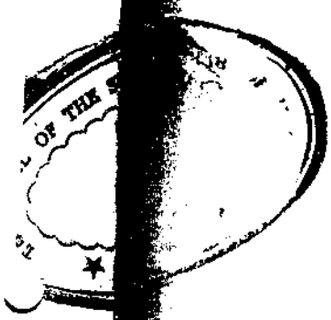


Lilypathak

SIGNED, SEALED AND DELIVERED
BY WITHINNAMED PURCHASERS
M/S AURA BUILDERS & DEVELOPERS
through its Partner,

(3) MR. MOHAN CHANRA PATHAK

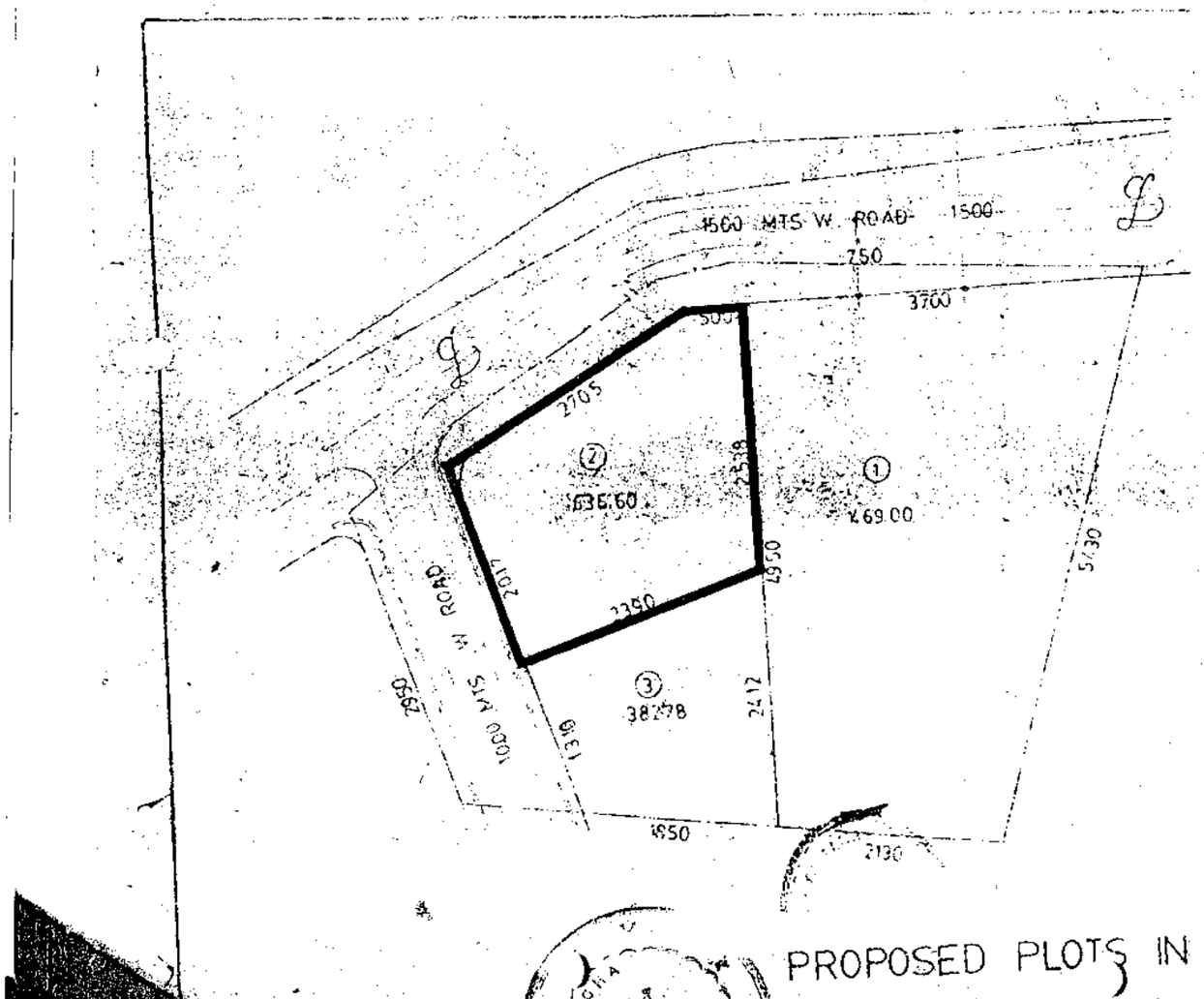




In the presence of:
HIRALAL GAUNS

1.

2. TEJA KANKONKAR



AREA OF PROPERTY	3075.00
ROAD WIDENING	212.00
INTERNAL ROAD	374.61
PLOT AREA	2488.38

PROPOSED PLOTS IN S.Nº 135/1, OF CORLIM.

Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Date & Time : 10-10-2016 11:17:32 AM

Document Serial Number : 2434

Presented at 10:48:00 AM on 10-10-2016 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No.	Description	Rs. Ps
1	Registration Fee	76000.00
2	Processing Fees	280.00
	Total :	76280.00

Stamp Duty Required: 133000.00 Stamp Duty Paid: 133000.00

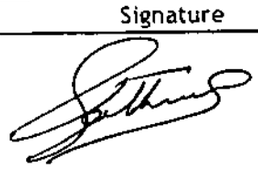
Jeetendra Pathak presenter

Name	Photo	Thumb Impression	Signature
Jeetendra Pathak,S/o Mohan Chandra Pathak, Married,Indian,age 35 Years,Business,r/o56, Sagar Society, Dona Paula, Tiswadi-Goa Firm's PAN No. AARFA0011G. For self as Partner at Sr. No. 1 of M/S Aura Builders & Developers, Dona Paula and admits execution on behalf of the Partner at Sr. No. 2-Lily Pathak, vide POA dated 23/01/2015, executed before the Sub Registrar of Tiswadi, Panaji, under Sr. No. 221/2015 dated 23/01/2015, Reg. No. PNJ-BK4-00010-2015 dated 28/01/2015			

Endorsements

Executant

Jeetendra Pathak, S/o Mohan Chandra Pathak, Married,Indian,age 35 Years,Business,r/o56, Sagar Society, Dona Paula, Tiswadi-Goa Firm's PAN No. AARFA0011G. For self as Partner at Sr. No. 1 of M/S Aura Builders & Developers, Dona Paula and admits execution on behalf of the Partner at Sr. No. 2-Lily Pathak, vide POA dated 23/01/2015, executed before the Sub Registrar of Tiswadi, Panaji, under Sr. No. 221/2015 dated 23/01/2015, Reg. No. PNJ-BK4-00010-2015 dated 28/01/2015

Photo	Thumb Impression	Signature
		

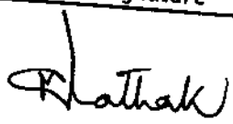
2 . Sebastian Fernandes, S/o Roque Fernandes, Married,Indian,age 52 Years,Business,r/oH.No. 58, Church A Corlim, Ilhas-Goa and pr. at H.No. 32/B, Sailabhat, Cavorim, Chandor, Salcete-Goa PAN No. ACKPF6277C

Photo	Thumb Impression	Signature

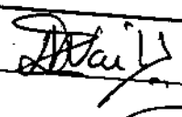
3 . Minguelina Fernandes, W/o Sebastian Fernandes, Married,Indian,age 44 Years,House-Wife,r/oH.No. 58, Church Area, Corlim, Ilhas-Goa and pr. at H.No. 32/B, Sailabhat, Cavorim, Chandor, Salcete-Goa PAN No. ACKPF9729K

Photo	Thumb Impression	Signature

4 . Mohan Chandra Pathak, S/o Jagannath Pathak, Married,Indian,age 69 Years,Business,r/o56, Sagar Society, Dona Paula, Tiswadi-Goa Firm's PAN No. AARFA0011G. Partner at Sr. No. 3 of M/S Aura Builders & Developers, Dona Paula

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Deepali Naik , W/o Ashendra Naik,Married,Indian,age 37 Years,Advocate,r/o H.No. 195-3, Jose Falcao Road, Panaji, Tiswadi-Goa	

Sub-Registrar