

(RUPEES ONE LAKH THIRTY FOUR THOUSAND FOUR HUNDRED ONLY)

Citizen's co-operative Bank Ltd.

भारत

STAMP DUTY

GOA

Mapusa Branch,

99800

NON JUDICIAL

Slip No D - 1, Ground Floor, Block D - 1,



Rs. 0134400

-2.1.2020

Bardez Towers,

365430

GOA

Mapusa, Goa - 403 507

INDIA

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D - 6 / STP(V) / G.R. / 25 / 1 / 2019 - RD

5554 6831347

For CITY CREDIT
COOPERATIVE LTD

Penand
Authorized Signatory

Name of Purchaser MIS GULSHAN HOMEZ AND DEVELOPERS.

2020-BR2-137

10-01-2020




DEED OF SALE

THIS DEED OF SALE is made and executed at Mapusa, Bardez, Goa, on this 3rd day of the month of January, 2020.

↓ *Penand*

BETWEEN

- 
- 1) **MR. AGNELO PASCOAL FRANCISCO FERNANDES**, son of late Joao Manuel Fernandes, age 60 years, Married, Businessman, Indian National, Holding PAN card bearing no. and his wife;
 - 2) **MRS. ANA REGINA FILOMENA PARRAS E FERNANDES**, daughter of late Bartolomeu Jose Parras, age 56 years, Married, Business, Indian National, Holding PAN card bearing no. both resident of P-12/1, Portais, Verem, Reis Magos, Bardez -Goa herein shall be referred as **THE VENDROS** (which expression unless repugnant to the context of meaning there of shall means and included their heirs, legal representative, administrators and assigns) of **THE FIRST PART**

AND

- 1) **MR. BHARAT THAKRAN**, proprietor and owner of M/S GULSHAN HOMEZ & DEVELOPER'S, son of Shri Suresh Kumar, age 38 years, married, Business, Indian National, Holding PAN card bearing no. having his office at "1718, Journalist Colony, Porvorim, Bardez, North Goa, India, hereinafter referred to as the **PURCHASER** (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to include his heirs, executors, legal representatives, administrator and assigns) of the **SECOND PART.**

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WHEREAS the VENDOR No.2 has given power of attorney to VENDOR NO.1, her husband **Mr. Agnelo Pascoal Francisco Fernandes**, son of late Joao Manuel Fernandes, resident of Portais, Verem, Bardez, Goa, dated 16/01/2018 duly registered before the Notary D.P. Dabholkar, under registration No.92/2018 dated 29/01/2018.

WHEREAS by using the power to delegate as per to clause no. 31 of the above mentioned power of attorney VENDOR NO.1 **Mr. Agnelo Pascoal Francisco Fernandes** on behalf of his wife and himself appointed and gave power of attorney to his younger brother **Mr. Jose Carmo Fernandes**, son of late Joao Manuel Fernandes, resident of H.no.P-12, Portais, Verem, Bardez, Goa, by power of attorney dated 21/11/2019 duly registered before the Notary D.P. Dabholkar, under registration No.768/2019 dated 21/11/2019, who is now representing both VENDOR NO.1 and VENDOR NO.2 in this deed of sale.

WHEREAS there exists "Plot P" admeasuring 560 Sq. Mts., which plot is a part of the bigger property known as "DANNADY" also known as "DORNADO" also DARNADI" or "DANA DANDI" along the slop of the hill, situated at ward Darnadi, Village Nerul, Taluka and Sub-district of Bardez, State of Goa, described in the Land Registration Office of Ilhas under No. 13032 at page 115 of Book B-34 (new), enrolled in the Taluka Revenue Office under Matriz No. 188, and Surveyed under Survey NO. 98 Sub Division 2-A of Village Nerul Village, Taluka Bardez, District North Goa.



AND WHEREAS the bigger property originally belonged and was possessed by Smt. Gopicabai Govind Sinai Agaciacar alias Anasuiabai Vorti having been allotted to her under a Inventory proceedings bearing No. 5/61 instituted on the death of her father Shri. Ramchandra Sinai Vorti.

AND WHEREAS vide Deed of sale dated 21st April 1986 duly registered in the office of the Sub Registrar of Ilhas at Panaji the said Smt Gopicabai Govind Sinai Agacicar alias Anasuiabai Vorti along with her husband Shri Govind Sinai Agacicar sold, transferred alienated the said property to Mrs. Pravini Prakash Pilankar.

AND WHEREAS vide Deed of Sale dated 08h December 1992 duly registered in the office o the Sub Registrar of Bardez at Panaji under no 650/93 of .Book I, Vol. No. 230 dated 04/05/1993 the said Mrs. Pravani Prakash Pilankar and her husband Mr. Prakash Sada Pilankar Sold, conveyed the said Property to Mr. Kamal Sattar Sheriff.

AND WHEREAS vide Deed of Sale dated 18 January 2001 duly registered in the Office of the Sub registrar of Bardez at Mapusa under no. 280 at Pages 209 to 226 of Book I Vol. No. 918 dated 19/01/2001 the said Mr. Kamal Sattar Sheriff and his wife Mrs. Kamrunissa Kamal Sheriff Sold, conveyed transferred the said Property to Mr. Cyril Fernandes.



AND WHEREAS vide Deed of Sale dated 23.09.2016 registered in the Office of the Sub registrar of Bardez at Mapusa at Book-1, Document, bearing Registration no. BRZ-BK1-04087-2016 at CD No. BRZD782 dated 23-09-2016, said Mr. Cyril Fernandes and his wife Mrs Benedicta Fernandes Sold, transfer alienated all their rights, title and interest in the said Property to Mr. Agnelo Pascoal Francisco Fernandes (VENDOR No.1 herein).

AND WHEREAS SAID Mr. Agnelo Pascoal Francisco Fernandes (VENDOR No.1 herein) is married under law of communion of Assets with his wife Mrs Ana Regina Filomena Parras E Fernandes (VENDOR No.2 herein), therefore entitled to the said property. Thus the Vendors / Land Owners became absolute owners and in possession of the said property.

AND WHEREAS on the form 1 & XIV the name of Vendor No.1 is showing in the occupant's column of S.No.98/2-A of village Nerul and they are in absolute possession of the said property.

AND WHEREAS the PURCHASER has approached the VENDORS with a request to sell to him the above mentioned property.

AND WHEREAS the Vendors have agreed to sell the property admeasuring an area of 560 sq.mts., which is more particularly described in the Schedule herein under to the Purchaser and hereinafter referred to as the said property, for a total consideration of Rs.30,00,000/- (Rupees thirty lakhs only).




AND WHEREAS the PURCHASER has requested the VENDORS to execute the requisite Deed of Sale, which the VENDORS have agreed to do so.

THAT in pursuance of the said agreement and in consideration of a total sum of Rs. 40,00,000/- (Rupees forty lakhs only) out of which Rs.25,00,000/- (Rupees twenty five lakhs only) are paid by the Purchaser by cheque dated 18/11/2019 bearing number 029406 drawn on State Bank of India, Panaji Secretariat Goa Branch and remaining balance amount has been already paid by bank transfer to the said Vendors, the receipt of which the VENDORS do hereby accept, admit and confirm and the said Vendors do hereby transfer, convey and assign by way of sale of the said property more particularly described in Schedule hereunder written and delineated in the plan annexed hereto forever and absolutely, together with all area, ways, compounds, parks, passages, drains, water sources, plants, trees, light, liberties, easements profits, privileges, advantages, rights, members and appurtenances, whatsoever to the said plot belonging or in any way appertaining to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed or reputed or known as part or member thereof be appurtenant thereto and all the estate, right, title, interest, use, inheritance, plot, possession, benefit, claim and demand, whatsoever both at a law and in equity of the VENDORS into, out of or upon the said plot to have and to hold all and singular the said plot sold, assigned, released, conveyed , assured and confirmed or intended the use and benefit of the PURCHASER forever absolutely to all the rents, taxes, assessments, rates, duties, now chargeable upon the same or which may hereafter become payable.


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THE VENDORS do hereby covenant with the PURCHASER, that notwithstanding any act, deed or thing whatsoever by them, the VENDORS or any person lawfully and equitably claiming by, from through, under or in trust for them, made, done, committed or knowingly or willingly suffered to the contrary, the VENDORS now have good right, full power and absolute authority to grant sell, assign, release, convey, transfer and assure the said plot hereby sole, granted, assigned, assured, transferred and conveyed to the use and benefit of the PURCHASER in the manner aforesaid.



THE PURCHASER shall and may at all times hereafter peacefully and quietly enter upon own held, occupy, possess and enjoy the said property and receive the rents issues and profits, thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim and demand whatsoever from or by the VENDORS or their heirs or their person or persons, lawfully and equitably claiming or to claim by, from under or in trust for them. And further that they the VENDORS and all the persons having or lawfully or equitably claiming any estate or interest, whatsoever, in the said plot or any part thereof from under, or in trust for the VENDORS or their respective heirs, executors and administrator or any of them shall and will from time to time and at all times hereafter at the request and the cost of the PURCHASER do and execute or cause to be done or executed all such further and other acts, deeds, matters, things conveyances and assurances in law whatsoever for the better and more perfectly granting conveying transferring and assuring the said plot and every part there unto and to the use and benefit of the Purchaser or their heirs, executors, successors and assigns as shall be reasonably required in the manner aforesaid, and the VENDORS shall attend the Sub Registration Office and admit execution of the present Deed of Sale.

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The VENDORS hereby assure the Purchasers that the said Property is free from encumbrances, liens, mortgages, attachment or charges of any nature whatsoever and that there is no decree of the court or tribunal in respect of the said property/plot.

The VENDORS covenant that if for any defect in the title of the VENDORS the PURCHASER or their successors in title, heirs, executors, administrators, assigns, legal representatives, nominees and transferees are at any time dispossessed of the said plot, subject matter of this deed, then the VENDORS undertake to remove all the defects in title of the same at the cost and expensed of the VENDORS and make good the title of the said plot.

The VENDORS further covenant that they have not received any notice of acquisition or requisition from any authorities in respect of the said plot, the subject matter of this deed, neither there are any litigations or dispute pending in any courts, any Forum or before any authorities concerning the said plot.

THAT the VENDORS assure the PURCHASER that there are no arrears of any tax and / or dues payable on the said plot to village Panchayat of Nerul or any other local or Government body.

THAT the VENDORS hereby give their no objection to the PURCHASER to carry out the mutation in Form 1 & XIV of the said property.

Handwritten signature and initials in black ink, appearing to be a stylized signature followed by a set of initials.

THAT the VENDORS shall have no objection for the transfer of Electricity meter and Water meter in the name of the Purchaser.

AND THE PURCHASER shall and may at any time hereafter peaceably hold, use the said plot, receive rents and profits thereof for her own benefit without any suit, eviction interruption, claim or demand from the Vendors.

AND the VENDORS shall indemnify and keep indemnified the PURCHASER against any loss which they may suffer due to the defect in title of the said plot or claim by any person/s, Institution, Govt. Authority, etc.

AND WHEREAS the VENDORS assures the PURCHASER that no other person has any right over the said property by reason of heir ship, inheritance, sale, prescription or otherwise.

The VENDORS assures that they have not entered into any other agreement in respect of the said plot with any other person/s.

THAT the VENDORS and the PURCHASER are hereby declare that said Property in transaction does not belong to schedule caste or schedule tribe pursuant to the notification under No. RD/LAND/LRC/318/77 dated 21/08/1978.



THAT as per the consideration and the market value the said property is valued at Rs.44,80,000/- (Rupees thirty lakhs only) and franking of Rs. 1,34,400/- is done on the front page on which this deed of sale is typed which is borne by the PURCHASER.

SCHEDULE

ALL THAT "Plot P" admeasuring 560 Sq. Mts., which plot is a part of the bigger property known as "DANNADY" also known as "DORNADO" also DARNADI" or "DANA DANDI" along the slop of the hill, situated at ward Darnadi, Village Nerul, Taluka and Sub-district of Bardez, State of Goa, described in the Land Registration Office of Ilhas under No. 13032 at page 115 of Book B-34 (new), enrolled in the Taluka Revenue Office under Matríz No. 188, and Surveyed under Survey NO. 98 Sub Division 2-A of Village Nerul Village, Taluka Bardez, Distrcit North Goa and the said property is bounded as under:

On the East : By property bearing Survey No. 98/2

On the West : By remaining part of the Property Surveyed under No. 98/2

On the North : By property bearing Survey No. 98/2 : and

On the South : BY Katcha road 4.5 meters wide.



IN WITNESS WHEREOF the VENDORS and the PURCHASER have signed this Deed of Sale at Mapusa, Bardez, Goa, on the day, month and the year, herein above mentioned.







POWER OF ATTORNEY FOR VENDORS

MR. JOSE CARMO FERNANDES

PAN NO.

On behalf of VENDOR NO.1 & VENDOR NO.2

L.H.F.P



R.H.F.P





[Handwritten Signature]

PURCHASER

SHRI BHARAT THAKRAN



PAN NO.

Proprietor & Owner of

M/S GULSHAN HOMEZ & DEVELOPER'S

L.H.F.P

R.H.F.P

IN PRESENCE OF :

WITNESS 1. ADV. PANKAJ DILIP DABHOLKAR

[Handwritten Signature]

WITNESS 2. MR. ATHINDRA SURENDRA CHARI

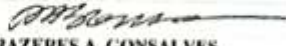


[Handwritten Signature]

[Handwritten mark]



AREA OF THE PLOT S.No. 98/ 2-A = 556. 00 SQ.M.



CONTENTS		PLAN SHOWING THE PLOT BEARING SURVEY NO. 98/ 2-A SITUATED AT NERUL VILLAGE OF BARDEZ TALUKA.	
SURVEYED BY		DATE OF SURVEY	18.05.2018
	PRAZERES A. GONSALVES surveyor (N.C.T.V.T.) Verem, Reis- Magos, Bardez,Goa 403114 Ph: 0832 240 2929 / 9850828646	 SCALE 1: 500	
			



Government of Goa
Document Registration Summary 2

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

Print Date & Time : - 10-Jan-2020 12:01:29 pm

Document Serial Number :- 2020-BRZ-137

Presented at 11:01:18 am on 10-Jan-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	134400
2	Registration Fee	89600
3	Mutation Fees	1000
4	Processing Fee	370
Total		225370

Stamp Duty Required : 134400

Stamp Duty Paid : 134400

Presenter







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	BHARAT THAKRAN ,S/o - D/o SURESH KUMAR Age: 38, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - PORVORIM BARDEZ, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	BHARAT THAKRAN ,S/o - D/o SURESH KUMAR Age: 38, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - PORVORIM BARDEZ, Address2 - , PAN No.:			
2	JOSE CARMO FERNANDES ,S/o - D/o JOAO MANUEL FERNANDES Age: 53, Marital Status: ,Gender:Male,Occupation: Business, Address1 - PORTAIS VEREM REIS MAGOS BARDEZ GOA, Address2 - , PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ATHINDRA SURENDRA CHARI, 30 , , Service , Marital status : Married 403507, BASTORA, BASTORA Bastora, Bardez, NorthGoa, Goa			
	Pankaj Dabholkar, 32 , , Advocate , Marital status : Unmarried 403114, VEREM BARDEZ, VEREM BARDEZ Reis-magos, Bardez, NorthGoa, Goa			


 Sub Registrar

 SUB-REGISTRAR
 BARDEZ

Document Serial No:-2020-BRZ-137

Book :- 1 Document
Registration Number :- **BRZ-1-120-2020**
Date : 10-Jan-2020


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