

Rupees One Lakh Ninety Two Thousand Five Hundred Only

For CITIZEN CREDIT™
CO-OP. BANK LTD.

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD
SURVEY NO. 125/2, PLOT NO. 158
NEAR TEEN BUILDING
ALTO, PORVORIM
BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD

भारत 19540

NON JUDICIAL
AUG 24/2017



156934

zero one nine two five zero zero 10:23

R.0192500/- PB7147

INDIA

STAMP DUTY

GOA

Name of Purchaser ADITYA BUILDERS.



CERTIFIED
TRUE XEROX COPY



DEED OF SALE

This Deed of Sale is executed on this 24th day of the month of
August, 2017 at Mapusa, Goa.

Uttam Dewh


**BETWEEN**

INDIAN BUILDERS, through its proprietor Mr. Robert Navaraj, son of Robert Raj, married, age 56 years, occupation Business, holding PAN Card No. [REDACTED], Adhar card no [REDACTED] Mobile no 9422063165, Email address as robertnraj@gmail.com Indian National, having its registered address at office at No. 4, Emerald Towers, M.G. Road, St. Inez, Panaji - Goa, hereinafter called as **"THE VENDOR"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, executors, administrators, and assigns) of the one part.

AND

ADITYA BUILDERS a registered partnership firm having their office at 204, Gera's Imperium I, EDC Complex, Patto-Plaza, Panjim - Goa, 403001, Pan Card No. [REDACTED], represented by its Managing Partner Mr. Vijay P. Sawardekar, age 55 years, married, residing at 175, Nova-Cidade, Porvorim-Goa, Indian national, son of Mr. Pandurang Sawardekar, Mobile: 9049156989, Email: adityabuilders90@gmail.com, herein after called **"THE PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, executors, administrators, and assigns) of the other part.

WHEREAS the Vendor has represented to the Purchaser that he and his wife is not a Goan by origin neither born in Goa. Also their marriage is not registered in Goa, and as such is not governed by the Law of Communion of Assets, therefore his wife is not required to be arrayed as a party.

Uthasudh 

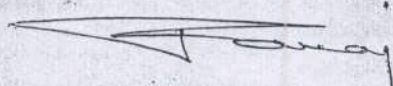


WHEREAS there exists a landed property known as "Madel" or Khursachi Xir" with the residential house standing thereon, situated at ward Madel, Village of Tivim - Sirsaim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa and within the limits of Village Panchayat of Tivim, described in the Land Registration Office of Bicholim under no. 6688 at page 154 of Books B-17 New, It is not enrolled in Taluka Revenue Office but surveyed under no. 547 sub-division 4, admeasuring 4625 sq. meters, (hereinafter called as the **"Said Larger Property"** fully described in the schedule hereunder written.



AND WHEREAS the Said Larger Property originally belonged to Mrs. Maria Cristalina da Cruz and Mr. Pedro Simao Fernandes, who sold the Said Larger Property vide Deed of Sale dated 06.05.1929 to Mr. Caetano Piedade da Cruz who was married to Mrs Catharina da Cruz and accordingly the name of Mr. Caetano Piedade da Cruz was inscribed in the Land Registration Office of Bicholim under No.14857 against the Said Larger Property.

AND WHEREAS Mrs Catharina da Cruz expired on 6/12/1964 leaving behind her husband 1) Mr Caetano Piedade da Cruz alias Cajetan Paulo D'Cruz, her first daughter ,2) Miss Libreta Martha Caritas D'Cruz or Liberata Marth Caritas D'Cruz or Liberath Marth D'Cruz unmarried, her second daughter 3) Miss Millicent Agnes Lavina D'Cruz alias Antoinetta Milicenta D'Cruz unmarried and her only son 4) Mr Joseph Eustaquios D'Cruz or Jose Eustaquio da Cruz and her daughter -in- law 5) Mrs Sybil Philomena D'Cruz as the her sole and universal heirs.

U. H. A. D. e. h. 

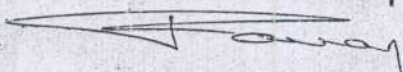


AND WHEREAS the Said Larger Property was subsequently inscribed in the Land Registration Office of Bicholim under no. **15674**, at page 107 of Book G -21 on 17th November 1966 in favour of 1) Mr Caetano Piedade da Cruz alias Cajetan Paulo D'Cruz, 2) Miss Libreta Martha Caritas D'Cruz or Liberata Marth Caritas D'Cruz or Liberath Marth D'Cruz) Miss Milecent Agnes Lavina D'Cruz alias Antoinetta Miicenta D'Cruz 4) Mr Joseph Eustaquios D'Cruz or Jose Eustaquio da Cruz and 5) Mrs Sybil Philomena D'Cruz.



AND WHEREAS vide Deed of Gift dated 20.05.1983, Miss Milicent Antonioeta Agnes Lavinia D'Cruz alias Antonetta Milicenta D'Cruz, daughter of late Caitano Piedade da Cruz bequeathed her share in the said property to her brother Mr. Joseph Eustquios Da Cruz alias Jose Eustaquio, after reserving usufructuary rights of her share in the Said Larger Property which deed is duly registered in the office of Sub-Registrar of Bicholim under registration no. 252 Book No. I, Volume no. 79 at pages 199 to 203 dated 28.09.1983.

AND WHEREAS upon the death of said Mr. Caetano Piedade da Cruz, his wife Mrs. Catarina da Cruz, their daughters Ms Liberata Martha da Cruz and Ms Milicenta Antonieta Lavina da Cruz, both of whom had expired in the status of spinsters leaving Mr Joseph Eustaquios da Cruz, their son and brother respectively, to be ascertained as the sole and universal heirs to the estate of Mr Caetano Piedade da Cruz and his wife Mrs. Catarina da Cruz, which fact was ascertained by drawing a Deed of Succession dated 16.12.1988 which was duly executed before the Notary Ex-officio of Bardez and drawn at pages 33 onwards of Book 737, including the Said Larger Property left behind by the aforesaid deceased persons

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AND WHEREAS the said Mr Joseph Eustaquios D'Cruz expired on 31.03.1990 leaving behind his Wife and moiety share holder (1) Mrs Sybil Philomena Da Cruz , his son, (2) Mr. Avinash Da Cruz, and his wife, (3) Mrs Maria Estafania da Cruz, and two daughters, namely, (4) Mrs. Sarita Noella Jacintha Walles and her husband (5) Mr Paschalus Roque Xavier Walles and (6) Mrs Neliita Maria Philipina Braganza and her husband (7) Mr Terrance Joseph Braganza, as his only universal heirs and legal representatives.



AND WHEREAS thereafter Mr Avinash Da Cruz expired on 03/08/2009 leaving behind his wife (1) Mrs. Maria Estafania D'Cruz and three children, namely, (2) Miss Ardelia kate D'Cruz (3) Miss Murishka Josephine D'Cruz, and (4) Mr Myron Anthony D'Cruz, as his only universal heirs and legal representatives which fact was ascertained vide Deed of Succession and Qualification of heirs dated 28/11/2011 executed before the Notary Ex-officio of Bicholim and drawn at pages 88 to 89 V of Book 312.

AND WHEREAS Mr Robert Navaraj purchased 1/6th undivided right and share of the Said Larger Property from the heirs of late Mr. Avinash D'Cruz, namely, (1) Mrs Maria Estafania da Cruz, (2) Miss Ardelia kate Dcruz (3) Miss Murishka Josephine Dcruz, and (4) Mr. Myron Anthony Dcruz, Vide deed of Sale dated 23.08.2011 duly registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number BRZ-BK1-04076 -2011, CD Number BRZD217 dated 23.08.2011.

AND WHEREAS Mr Robert Navaraj also purchased 4/6th undivided right and share of the Said Larger Property from

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[Signature]



Mrs Sybil Philomena D'Cruz and Mrs. Nelita Maria Philipina Braganza and her husband, Mr. Terrance Joseph Braganza vide deed of sale dated 23.08.2011 duly registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number BRZ-BK1-04095-2011, CD No BRZD217 dated 24/08/2011.



AND WHEREAS the Mr Robert Navaraj also purchased 1/6th undivided right and share of the Said Larger Property from Mrs. Sarita Jacintha Noella Walles And her husband Mr Paschalus Roque Xavier Walles vide deed of sale dated 27.10.2011 duly registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number BRZ-BK1-05049-2011, CD No BRZD242 dated 27/10/2011.

AND WHEREAS there cropped a typographical error in Sale Deed dated 23.08.2011 duly registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number BRZ-BK1-04076 -2011, CD Number BRZD217 wherein the Description of the property was recorded as 6698 instead of 6688 which was rectified by separate rectification deed duly registered in the office of Sub Registrar of Bardez bearing no BRZ-BK1-02238 2017, CD No BRZD787 dated 31/05/2017. Similarly, the typing error which cropped in sale deed registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number BRZ-BK1-05049-2011, CD No BRZD242 dated 27/10/2011 regarding Description of Property where it was stated as 6698 instead of 6688, was rectified by a rectification deed no BRZ-BK1-02251-2017, CD No BRZD787 dated 01/06/2017. Similarly, the typing error which cropped in sale deed registered before

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the office of Sub-registrar Bardez, in Book-1 document, registration Number BRZ-BK1-01312-2013, CD No BRZD458 dated 08/03/2013 regarding Description of Property where it was stated as 6698 instead of 6688, was rectified by a rectification deed no BRZ-BK1-02237-2017, CD No BRZD787 dated 31/05/2017.



AND WHEREAS The Mr Robert Navaraj now upon purchasing all the undivided rights, shares and title from the heirs of late Joseph Eustaquios de Cruz and late Avinash D'Cruz, has acquired the entire undivided rights and shares to the Said Larger Property and as such is the absolute owner in possession of the Said Larger Property. Pursuant to the said purchase, the vendor has also mutated its name in the form I and XIV as against survey no. 547 of sub-division 4 of village Tivim.

AND WHEREAS the Mr. Robert Navaraj being the absolute owner in possession of the Said larger property sold a part of the Said Larger Property admeasuring an area of 652 sq. m to "Indian Builders" vide Deed of Sale dated 04/03/2013 duly registered in the Office of the sub-registrar of Bardez at Mapusa bearing registration NoBRZ-BK1-01312-2013, CD No BRZD458 dated 08/03/2013 thereby retaining for himself an area of 3973 sq. m of the Said Larger Property

AND WHEREAS on the basis of the said Sale Deed dated 04/03/2013, the Indian Builders applied for partition of the Said Property to the extent of 652 sq. m from the Said Larger Property before the Deputy Collector and SDO of Mapusa bearing case No. 15/73/2014/PART/LAND which

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was allowed vide order dated 05.05.2014, thereby creating a sub-division no. 4-A of Survey No. 547 of Village Tivim. The Said property hereafter called Plot No. 2 admeasuring an area of 652 sq. m is more particularly delineated in red and better described in Schedule II hereunder.

AND WHEREAS upon the said partition proceedings, the Said Plot No. 2 admeasuring an area of 652sq. m stands recorded in the name of the Vendor herein in the survey records and as such, the Vendors being owners in possession of the **Said Plot No. 2** fully described in the **Schedule II** have agreed to sell and the Purchaser agreed to purchase the same, at or for the total consideration of **Rs. 55,00,000 (Rupees Fifty Five Lakhs Only)**, free from all encumbrances, claims, charges and demands whatsoever.



NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in pursuance of the Said Agreement and in consideration of the sum of **Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only)** out of which TDS of **Rs. 55,000/- (Rupees Fifty Five Thousand Only)** paid by Challan Serial no 04924 dated 23/08/2017 and balance of **Rs. 54,45,000.00/- (Rupees Fifty Four Lakhs Forty Five Thousand Only)** is paid by demand draft no 015305 dated 22/08/2017 drawn on HDFC Bank Patto- Panjim making a total sum of **Rs. 55,00,000/- (Rs. Fifty Five Lakhs Only)** which is the present market value of the **Said Plot No. 2** (the receipt of which the Vendors do hereby admit and acknowledge and of and from the same and every part thereof release and discharge the Purchaser forever) the Said Vendors as owners do hereby sell, transfer, convey, dispose of in favour of the Purchaser the

U. Hawaidah


[Signature]



Said Plot No. 2 free from all encumbrances, defects, charges of whatsoever nature together with all paths, commons, trees, fences, hedges, ditches, ways, waters, water courses, lights, liberties, compound, privileges, easements and appurtenances whatsoever to the Said Plot No 2 belonging or in any way appertaining to usually held or occupied therewith or reputed to belong or be appurtenant thereto, or with the same thereof now or at any time thereto or usually held, used and enjoyed therewith or reputed or known as part and also together with all the deeds, documents, writings and other evidence of title as ordinarily pass on to such sale.

2. AND THE VENDOR do hereby covenant with the Purchaser that notwithstanding anything done or purported to have been done by the Vendors in title, the Vendors as absolute owners in possession have absolute authority, good right and full power to sell and convey the Said Plot No. 2 which is the subject matter of the present sale.

3. That the Vendors do covenant with the Purchaser that the Purchaser shall hereafter peaceably and quietly hold, use, possess and enjoy the Said Plot No. 2 as his own chattel and as its absolute owner without any objection, obstruction, hindrance, disturbance, interference, interruption or claim whatsoever from the Vendors and/or any other person claiming through or under them or on their behalf or on behalf of predecessors in title or possession.

U. Sawadeh 



4. AND THE PURCHASER shall hereafter peacefully and quietly hold, use, possess and enjoy the Said Plot No. 2 as his own without any claims or demands whatsoever from the Vendors or any other person whosoever.

5. AND THE VENDOR do hereby covenant and declare that the Said Plot No 2 hereby transferred or intended to be transferred is free from all encumbrances, charges, equities, claims or demands whatsoever and the Vendor have not done anything whereby the Said Plot No. 2 may be subject to any attachment or lien of any court or person whatsoever.

6. That the Vendor do covenant with the Purchaser that the Vendors shall at all times hereafter indemnify and keep indemnified The Purchaser against all losses, damages, costs, charges or expenses, if any, suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereinbefore contained.

7. AND THE VENDOR and all persons claiming under them further covenants that the Vendor shall and will from time to time upon the request and at the cost of the purchaser do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Plot No. 2 and every part thereof unto the purchaser and placing the purchaser in possession of the same according to the true intent and meaning of this deed as shall be or may be reasonably required.

Uttawa Deh



8. That the Vendor do hereby have no objection to enter the name of the Purchaser in survey record, mutation upon the registration of this deed.

9. The vendors and purchasers hereby declare that the parties in the transaction does not belong to schedule caste/ schedule tribes pursuant to the notification no RD/LAND/LRC/318/77 dated 21.08.1978

10. The market value of the Said Property is **Rs 55,00,000/- (Rupees Fifty Five Lakhs only)** which is the same as consideration of sale stipulated hereinabove in the Deed of Sale and the corresponding Non-Judicial Stamp Duties of **Rs.1,92,500/- (Rs. One Lakhs Ninety Two Thousand Five Hundred Only)** is paid hereto.

SCHEDULE I

All that the Said Larger Property known as "Madel" or "Khursachi Xir" situated at ward Madel, Village of Tivim, Taluka and Sub District of Bardez, District of North Goa, State of Goa and within the limits of Village Panchayat of Tivim, described in the Land Registration Office of Bicholim under no. **6688** at page 154 of Book B 17 new and inscribed in Land Registration Office of Bicholim under **no 15674** of Book G-21 on page 107, surveyed under no. **547 sub-division 4**, admeasuring **4625 sq mts** not enrolled in the Taluka Revenue Office and the said Larger Property is bounded as under :-

U. Sawadeh

[Signature]

On the East: By property bearing survey no. 547 sub-division no. 5,6 and 7;

On the West: By plot bearing survey no. 547 sub-division no. 3

On the North: By Village road

On the South: By Mapusa Bicholim road

SCHEDULE II

All that the **Said Plot No. 2** which forms part of Larger property (as described in Schedule I), known as "Madel" or "Khursachi Xir" situated at Ward Madel, Village of Tivim -, Taluka and Sub District of Bardez, District of North Goa, State of Goa and within the limits of Village Panchayat of Tivim; described in the Land Registration Office of Bicholim under no. **6688** at page 154 of Book B 17 new and inscribed in Land Registration Office of Bicholim under no **15674** of Book G-21 on page 107, surveyed under no. **547 sub-division 4-A**, admeasuring **652 sq. mts**, and is bounded as under :-

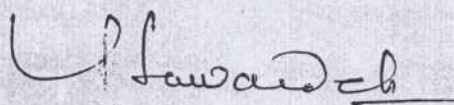
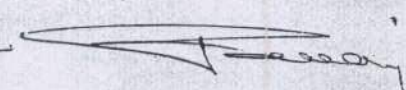
On the East: By property bearing Survey No. 547 Sub-division no. 5

On the West: By plot bearing survey no. 547 sub-division no. 3;

On the North: By Village Road

On the South: By Plot No. 1 of the same Larger Property, bearing Survey no 547/4

IN WITNESS WHEREOF, the Vendors through their attorney and the Purchaser have put their respective hands, on the date, month and the year, first hereinabove mentioned in presence of two respectable witnesses:-

VENDOR:

For INDIAN BUILDERS

[Signature]
Proprietor

1. _____

INDIAN BUILDERS

Proprietor

MR. ROBERT NAVARAJ

LEFT



1. _____



2. _____



3. _____



4. _____



5. _____



RIGHT



1. _____



2. _____



3. _____



4. _____



5. _____

[Signature]

[Signature]

AIK
30A
31/09
19

DA (INITIAL)

PURCHASER:

For ADITYA BUILDERS

Vijay P. Sawardekar
PARTNER / ATTORNEY

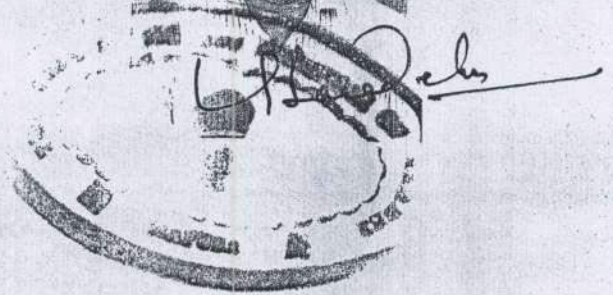


M/S ADITYA BUILDERS

represented herein by

its Managing Partner

MR. VIJAY P. SAWARDEKAR



LEFT



RIGHT



Vijay P. Sawardekar

[Signature]



WITNESSES:



1. Gangam s/s Jeetendra G. Vast

2. Chaitali A. Prabhu

Uttam Deh

[Signature]

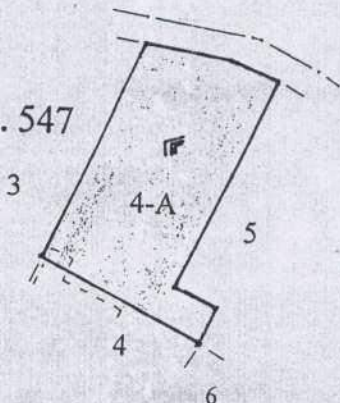


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA

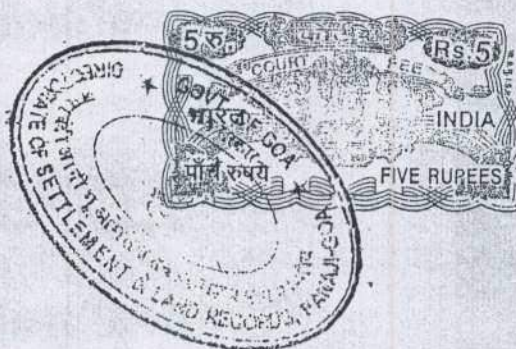
Plan Showing plots situated at
Village : TIVIM
Taluka : BARDEZ
Survey No./Subdivision No. : 547/ 4-A
Scale : 1 : 1000

Inward No:6061

SURVEY No. 547



Anisha
Anisha Matondkar
Asst. Survey & Settlement Officer
Panaji-Goa



Generated By : AJAY SAWANT (D'Man Gr.II)
On : 31-07-2017

Dilip M. Tamoskar
31/07/2017
Compared By: Dilip M. Tamoskar (D'Man Gr.I)

For ADITYA BUILDERS

U. Sawant
PARTNER / ATTORNEY

For INDIAN BUILDERS

[Signature]
Proprietor

REG_1_48091_6*

IR
A
/09
(INDIA)

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 01-09-2017 12:17:20 PM

Document Serial Number : 3610



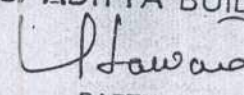
Presented at 11:32:00 AM on 01-09-2017 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	137500.00
2	Processing Fees	250.00
	Total :	137750.00

Stamp Duty Required: 192500.00

Stamp Duty Paid: 192500.00



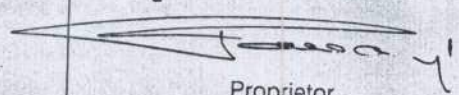
Vijay P. Sawardekar presenter

Name	Photo	Thumb Impression	Signature
Vijay P. Sawardekar, S/O P. Sawardekar, Married, Indian, age 55 Years, Business, r/o 175, Novba -Cidade. Porvorim Bardez Goa Pan no [REDACTED] Managing director of Aditya Builders having office at 204, Gera Imperium I, EDC Complex., Patto-Plaza, Panjim Goa			For ADITYA BUILDERS  PARTNER/ATTORNEY

Endorsements

Executant

1. Robert Navaraj, S/o Robert Raj, Married, Indian, age 56 Years, Business, r/o Office no 4, Emerald Towers, M.G Road, St Inez Panaji Goa PAN No. [REDACTED] properiter of Indian Builders having office Office no 4, Emerald Towers, M.G Road, St Inez Panaji Goa

Photo	Thumb Impression	Signature
		For INDIAN BUILDERS  Proprietor

2. Vijay P. Sawardekar, S/O P. Sawardekar, Married, Indian, age 55 Years, Business, r/o 175, Novba -Cidade, Porvorim Bardez Goa Pan no AACFA8021H, Managing director of Aditya Builders having office at 204, Gera Imperium I, EDC Complex., Patto-Plaza, Panjim Goa



Photo	Thumb Impression	Signature
		For ADITYA BUILDERS PARTNER/ATTORNEY

Identification

No.	Witness Details	Signature
1	Adv. Amey Phadte, S/O A.K Phadte, UnMarried, Indian, age 30 Years, Advocate, r/o H.no 96 C/5, Altinho Mapusa Bardez Goa	

Endorsement

Mutation fees Paid of Rs 1000/-
 under wide chalan no. 201700641670
 dt. 01/09/17.

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar

SUB-REGISTRAR
BARDEZ



Book-1 Document
Registration Number BRZ-BK1-03591-2017
CD Number BRZD789 on
Date 01-09-2017

Sub-Registrar (Bardez)

SUB-REGISTRAR
BARDEZ

Scanned By:-

Signature

and Developed by C-DAC, ACTS, Pune

CERTIFIED
TRUE XEROX COPY

KAMALA NAIR
NOTARY AT PANAJI
STATE OF GOA

Serial No. 1368C/2017
Date 08/09/2017





Government of Goa
Directorate of Accounts
e-Challan



201700641670

Name of the Bank SBI MAPUSA
Department 15 - COLLECTORATE, NORTH GOA
Challan Ref. No. M/667/17

Treasury 15 | STO-MAPUSA
DDO 125 - Mamlatdar Bardez Map
Date 01/09/2017

VIJAY SAWARDEKAR, PORVORIM

Nature of Remittance
MUTATION FEES

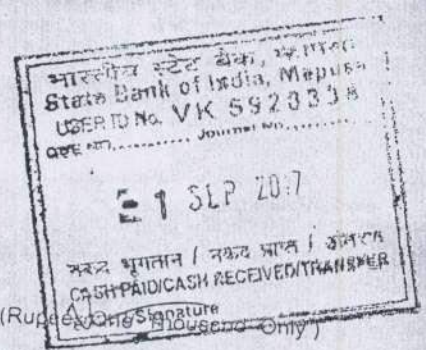
0029 - Land Revenue
00 -
101 - Land Revenue Tax
01 - 00 - Land Revenue Tax

1000

Total Amount:

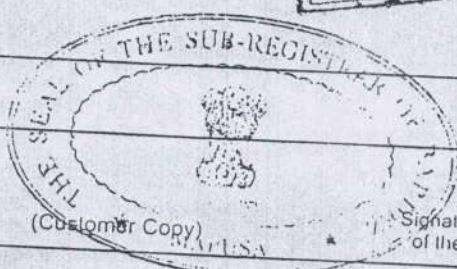
1000

(Rupees Only)



J-02116470B

Signature of Remitter



(Customer Copy)

Signature and Designation
of the Officer (if required)

Valid upto: 07/09/2017

(Receipt is valid only after bank seal)

Print Date: 01/09/2017



3610/2017



ANNEXURE - I

APPLICATION FOR MUTATION OF LAND RECORDS

COURT FEE
STAMP

1. Name of the Applicant: M/s Aditya Builders
 2. Detail postal address of the applicant: 204 Gelas Impelium, EDC complex, Pato, Panaji - 403001
 3. Contact details of the applicant:
 - a. Email address: aditya.builders90@gmail.com
 - b. cellular number: 9823688909
 4. Name of the property acquired:
 5. Survey number and area of the property acquired: 547/4-A Are 652 m²
 6. Village and Taluka in which the property is acquired: Tivim - Bardig
 7. Mode in which the property is acquired: sale deed/gift deed/court decree/any other, specify..... Sale Deed.
 8. Name of the person from whom the property is acquired: M/s Indian Builders
 9. Detail postal address of the person from whom the property is acquired:
 10. Details of registration of the document relied on: Off. No 4, Emerald Tower, M.G. Road, St. Inez, Panji 400001
 - a. Registration no.
 - b. Book no.
 - c. Vol. no.
 - d. Date.
- I the undersigned Shri/Smt/ Ujjay Sawadekar M.P. of Aditya Builders request the Mamlatdar of Bardig Taluka to mutate the land records pertaining to survey no... 547 sub-division 4-A of Tivim village of Bardig taluka to include the name of the undersigned as occupant/co-occupant for an area of 652 sq. mts.

201700641670

Necessary fees of Rs. 1000/- is paid vide challan no. dated

Ujjay Sawadekar
Signature of applicant

Name of applicant

Before the Civil Sub Registrar of:

Place: Mafua

Date: 1/09/2017

Manoj Patel
Aditya Builders