FOI CITIZENGREDIT

Rupers: (Two Lakers Thirty Seven Thousand and Two Hundred Only)
Citizencred's co-operative Bank Ltd. HIRTI STAMP DUTY GOA

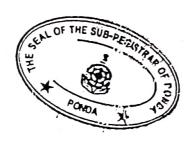
Rs.≅0237200≋ 24.7.2020

D-5/STP(V)/CR./35/1/2813-RD

Name of Further OMKAR BUILDER AND DEVELOPER

751/2020

PON-1-7-36-2020



DEED OF SALE

THIS DEED OF SALE is made on this 28th day of the month of July 2020, at Ponda, Sub-District of Ponda Taluka, District of Goa;

#### BETWEEN;

I. 1. MR. ANTONIO M. J. PEGADO BRAGANZA
ALIAS ANTONIO BRAGANZA alias ANTHONY
P. BRAGANZA, married, 71 years old, Advocate,
son of late Joao Martinho Braganza, having PAN
CARD NO: & Aadhaar card no.
; and his wife;



- 2. MRS. MARIA FATIMA ALICE AFONSO BRAGAN ZA, married, 66 years old, housewife, daughter of late Dr. Alberto Afonso, having Pan Card No: & Aadhaar card no. & Aadhaar card no. both residing at H. No.704/3D, Britto Vaddo, Parra, Bardez, Goa;
- 3. MR: JOSE FILIPE PEGADO BRAGANZA, 73 years old, married, son of late Joao Martinho Braganza, businessmen, holder of Pan Card No. & Aadhaar Card No. 7217and his wife;

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- 4. MRS. WILMA JACQUES BRAGANZA alias WILMA JAQUES BRAGANZA. 69 years old, married, housewife, daughter of L. J. Jacques, holder of Pan Card No. & Aadhaar Card No. and both residing at H. No.130, Angod, Mapusa, Bardez, Goa;
- 5. MR. GORAKHNATH ATAMARAM FULARI, son of late Atmaram Fulari, 75 years of age, married, businessman, holder of PAN Card No.

  & Aadhaar card no.

  ; and his wife;
- 6. MRS. CHANDRIKA GORAKHNATH FULARI, daughter of late Chandrakant Verenkar, 63 years of age, married, housewife, holder of PAN Card No. & Aadhaar card no. both residing at Fernandes Vaddo, Siolim, Bardez Goa;
- 7. MR. CHANDRAKANT ATMARAM DESSAI alias CHANDRAKANT DESAI ALIAS CHANDRAKANT A. DESAI, son of late Atmaram Gopal Desai, 79 years of age, married, businessman, holder of PAN Card No. Aadhaar card no.; and his wife;

MRS. JAYA CHANDRAKANT DESAI, daughter of 8. late Sitaram Pai Angle, 72 years of age, married, PAN Card of housewife. holder & Aadhaar card no. both residing at Vision Park C/UG-2, Nursing Home, Raikar behind Caranzalem, Tiswadi, Goa – 403002, hereinafter "OWNERS/VENDORS" (which called the expression shall include their heirs, executors and assignees) OF THE ONE PART;

#### AND;

M/S OMKAR BUILDER & DEVELOPER, a sole Proprietorship registered under udyog GA02A0000763, having its office at Flat no. SF-2, House no. 820, Laxmannarayan Krupa Building, Ganesh Nagar, Candola, Marcela, Tiswadi- Goa, 403 107, and represented by its sole proprietor MRS. MANSI MAHESH TALEKAR, daughter of Baburao Rane, 32 years of age, married, business, holder of PAN Card No. & Aadhaar hereinafter called the card no. "PURCHASER" (which expression shall include their heirs, executors and assignees) OF THE OTHER PART.

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II.

ALL THE PARTIES in this deed are Indian Nationals.

WHEREAS, the Owners/Vendors nos. 1, 2, and 4 herein are represented by their duly constituted attorney, the Owner/Vendor no. 3 MR. JOSE FILIPE PEGADO BRAGANZA, by virtue of Power of Attorney dated 21/08/2019 and executed before Notary Y. Zuzarte at Mapusa, under Registration no. 9950/2019;

AND WHEREAS, the Owners/Vendors nos. 8 herein is represented by her duly constituted attorney, the Owner/Vendor no. 7 MR. CHANDRAKANT ATMARAM DESSAI alias CHANDRAKANT DESAI ALIAS CHANDRAKANT A. DESAI, by virtue of Power of Attorney dated 01/11/2014 and executed before Notary Menino Teles at Panaji, under Registration no. 7909/2014;

AND WHEREAS, the Owners/Vendors nos. 6 herein is epresented by her duly constituted attorney, the Owner/Vendor no.5 MR. GORAKHNATH ATAMARAM FULARI, by virtue of a Power of Attorney dated 21/07/2014, executed before Notary Shri. D.S. Petkar at Mapusa, under serial no. 16794/2014;

AND WHEREAS, at Village Candola, which is within the limits of Village Panchayat of Candola- Betqui, Sub-district of Ponda Taluka, District of Goa, there exists an immovable property known as "DULAY" or "DEULAE" or "DEULAY", presently surveyed under Nos.2/1 of Village Candola Survey Records, totally admeasuring 2,98,800 sq. mts. The entire property which also includes another

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survey no. is described in the Land Registration Office of Panjim, under No.1153 of Book B-14 (old) at pages 24 overleaf and enrolled in the Taluka Revenue Office at Ponda under Matriz No. 45 of Candola. (survey no. 2/1 is hereinafter referred to as the "SAID PROPERTY"). The said property is for better clarity described in detail in the SCHEDULE – I hereunder;

AND WHEREAS, by virtue of various Deeds of Sale duly registered in the Office of the Sub Registrar of Ponda, the Owners/Vendors No.1 to 8 herein along with Mrs. Melba Lima Brito Alias Mrs. Melba Especiosa Pegado Lima E Brito and Mr. Fernando Azavedo Rebeiro and his wife Maria Wanda De Lima Pereira E Rebeiro, independently purchased from the original owners of the said property viz; Edgar Bonaparte and his wife Myrtle Edgar Fonseca, certain portions/sub divided approved plots of the said property and pursuant to the said Conveyances of Sale, the Owners/Vendors herein independently became the absolute owners in possession of their respective portions of the said property which includes approved sub-divided plots;

AND WHEREAS, the Owners/Vendors no. 1 to 8 along with the said Mrs. Melba Lima Brito Alias Mrs. Melba Especiosa Pegado Lima E Brito And Mr. Fernando Azavedo Rebeiro and his wife Maria Wanda De Lima Pereira E Rebeiro, in their respective Deeds of sale also purchased undivided shares in the sub divided plots being plots nos. 34, 35, 36 & 37 and consequently the said plots were jointly owned (herein after referred to as the common plots);

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AND WHEREAS, by virtue of Deed of Sale dated 03/08/2012, duly registered before the Sub Registrar of Ponda Taluka at Ponda, under serial no. 1693/2012, the said Mrs. Melba Lima Brito Alias Mrs. Melba Especiosa Pegado Lima E Brito sold all her 1/6<sup>th</sup> undivided share in the common plots in favor of the Owners/Vendors no. 1, 3, 5 & 7;

AND WHEREAS, by virtue of Deed of Sale dated 22/08/2012, duly registered before the Sub Registrar of Ponda Taluka at Ponda, under serial no. 2019/2012, the said Mr. Fernando Claudio de Azavedo Rebeiro and his wife Maria Wanda De Lima Pereira E Rebeiro sold all their 1/6<sup>th</sup> undivided share in the common plots in favor of the wners/Vendors no. 1, 3, 5 & 7;

AND WHEREAS, pursuant to the two Deeds of Sale dated 03/08/2012 & 22/08/2012, the Owners/Vendors herein became the exclusive owners in possession of the common sub divided plots bearing nos. 34, 35, 36 & 37, which forms a part and parcel of the said property described in Schedule - I, without any obstruction or interference from anyone whomsoever;

AND WHEREAS, in the original sub division plan, plot no. 37, admeasured 662 sq.mts. has been reduced to 587.30 sq.mts., the difference area of 75 sq.mts. is being used to widen the existing access to plot no. 36;

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AND WHEREAS, as per the original sub division approval, it was a 3 mts. wide access to plot no. 36 and currently the access to the said plot no. 36 has been widened. Hence a No Objection Certificate from the Office of the Town & Country Planning Department, Ponda Taluka, has been obtained for the sale of Plot no. 36, admeasuring 797 sq.mts. which forms a part and parcel of the said property described in Schedule – I and the same bears Reference No.TPP/362/49(6)CANDOLA/2/1/2019/29, dated 10/01/2019;

AND WHEREAS, the Purchasers have now approached the Owners/Vendors that they desire to purchase Plot No.36, totally admeasuring 797 sq.mts., from the property shown in the SCHEDULE-I (herein after referred to as the said plot) for a total consideration of a sum of Rs.67,74,500/- (Rupees Sixty Seven Lakhs Seventy Four Thousand Five Hundred Only) which is its fair market value. Necessary TDS (Tax Deducted at Source) of Rs.50,809/- (Rupees Fifty Thousand Eight Hundred Nine Only), calculated @ .75%, to be deducted and deposited by the Purchaser in compliance with the provision of Section 194-1A of Income Tax Act, 1961, through the Finance Act, 2013. Hence this Deed is typed on a Non Judicial Stamp Paper valued at Rs.2,37,200/- (Rupees Two Lakhs Thirty Seven Thousand Two Hundred Only).

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#### NOW THIS DEED WITNESSETH AS UNDER:-

That in consideration of sum of Rs.67,74,500/-1) (Rupees Sixty Seven Lakhs Seventy Four Thousand Five Hundred Only), paid by the Purchasers to the Vendor wherein necessary TDS (Tax Deducted at Source) of Rs.50,809/- (Rupees Fifty Thousand Eight Hundred Nine Only), calculated @ .75%, to be deducted and deposited by the Purchaser in compliance with the provision of Section 194-1A of Income Tax Act, 1961, through the Finance Act, 2013, the Vendors do hereby sell to the Purchasers, the said Plot No.36, totally admeasuring 797 sq.mts., in favour of the Purchasers absolutely and forever and that the Purchasers shall enjoy the same as its own chattel without any interference from the Vendors or anyone on their behalf.



- 2) On signing this present Deed of Sale, the Purchasers has paid the Vendors the sum of Rs.67,23,691/- (Rupees Sixty Seven Lakhs Twenty Three Thousand Six Hundred Ninety One Only) after necessary TDS deduction, by virtue of the following
  - A) A sum of Rs 16,80,923/- is paid in favour of Owner/Vendor No 1 & 2.
  - B) A sum of Rs 16,80,923/- is paid in favour of Owner/Vendor No 3 & 4



- C) A sum of Rs 16,80,923/- is paid in favour of Owner/Vendor No 5 & 6
- D) A sum of Rs 16,80,923/- is paid in favour of Owner/Vendor No 7 & 8
- And the Vendors do hereby state for themselves, their heirs and executors that they have good right and title to convey and transfer the said Plot No.36, totally admeasuring 797 sq.mts., described in the Schedule-II below to the Purchasers.

4)

- The Vendors do hereby agree to save and keep indemnified the Purchasers from and against all losses, damages, claims or costs which they may sustain by reasons of any claim being made by anybody to the said Plot No.36, totally admeasuring 797 sq.mts.,
- The Vendors have today put the Purchasers in unconditional, exclusive, peaceful, and vacant possession of the said Plot, and the Purchaser may from time to time or at all times hereafter, peaceably and quietly enter upon, occupy or possess and enjoy the said Plot hereby conveyed with its appurtenances and the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, or demand whatsoever from or by the Vendors or

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their heirs or any person or persons claiming or to claim under or in trust for them.

The Purchasers shall absolutely and exclusively hold the said Plot free and clear, and freely and clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the Vendors and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estate title charge and encumbrances whatsoever made, executed, occasioned and suffered by the Vendors or by any other person or persons claiming or to claim by/ from/under or in trust for them.

The Vendors do hereby covenant, undertake and declare as under:-

- (a) That the said Plot is free from all encumbrances, charges, equities, claims or demands, whatsoever and that the Vendors have not done anything whereby the said Plot may be subject to any attachment or lien of any Bank, Court or person whatsoever.
- (b) That there are no pending suits, appeals, litigations or other proceedings whatsoever in

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any Court of Law or Tribunal or any other legal forum relating to the said Plot.

- acquisition or requisition proceedings nor affected by any Government Notification or Order under any Ordinance Act, Defense of India Act or C.A.D.A. area initiated or pending in respect of the said Plot by the Government or any other authority or local body.
- (d) That there are no outstanding encumbrances, mortgages, charges, liens, notices for acquisition setbacks, easements in respect of the said Plot, neither is the said Plot affected by any prohibitory order of injunction or attachment either before or after judgment.
- (e) That the Vendors have no objection to carry out the mutation in order to insert the name of the Purchaser in the Occupants Column of the Form I & XIV with respect to the said property.
- 8) The Vendor and the Purchasers hereby declare that they do not belong to ScheduleCaste/ Tribe,

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pursuant to the Notification No.RD/LAND/LRC/318/77 dated 21.08.1978.

#### SCHEDULE-I OF THE PROPERTY

Property "DULAY" or "DEULAE" or known as "DEULAY" shown in the Survey Records as "DEVLA BHAT" situated in Candola Village of Ponda South Goa, District of the State of Goa, within the Panchayat, Candola Betqui, Village jurisdiction of Sub-District of Ponda, of the State of Goa. Registration in the Revenue Survey of Candola is surveyed Nos.2/1 totally under Survey admeasuring 2,98,800 sq. mts., which property is described in the Land Registration Office of Ilhas, under No.1153 at Page 24 overleaf of the Book B- 14 (old) and enrolled in the Land Revenue Office at Ponda under Matriz No.45 of Village Candola.

It is bounded at present as follows:

On or towards the North: by the property under Survey

No.11 of Candola and Candola Communidade pathway;

On or towards the South: by the properties under Survey Nos.41,40/1, part of 39/0 conveyed to Surya P. Sawant, 40/2, public road and Candola Communidade pathway;

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On or towards the East: by the Candola Communidade pathway, public road and properties under Survey Nos.40/1, 40/2, 40/28, 2/2, 42/28, 42/24, 42/25, 1/1, 1/4 to 1/15, 1/17 and 1/18 of Candola Village;

On or towards the West: by the said Candola Communidade pathway and the properties under Survey No.9 and Survey No.10 of Candola.

### SCHEDULE-II OF THE PLOT

All that Plot No.36, having an area of 797 sq.mts., from the property shown in Schedule-I situated at Village Candola, which is within the limits of Village Panchayat of Strqui-Candola, Sub-District of Ponda Taluka, District of Coa, which is a part and parcel of the said property described in Schedule – I.

The said Plot No.36 having an area of 797 sq.mts., which is hereby sold is bounded as under:-

North: By part of the same survey no. 2/1;

South : By plot no. 34;

East : By survey no. 1/2;

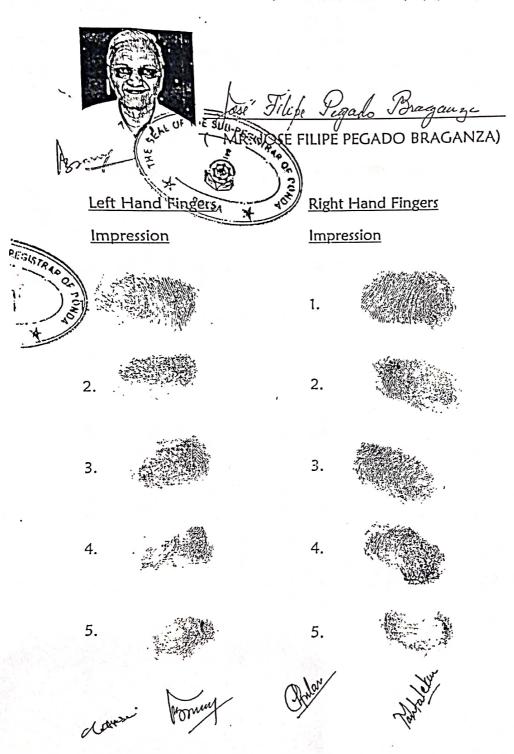
West: By plot no. 35, 37 and by 6 mts. wide

road;

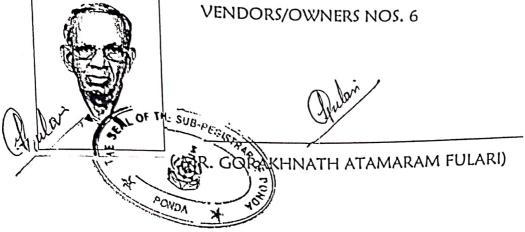
IN WITNESS WHEREOF this deed is signed by the parties on the day, month and year first above written.

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SIGNED, SEALED AND DELIVERED by the within named OWNER/VENDOR NO. 3 FOR SELF AND AS ATTORNEY OF VENDORS/OWNERS NOS. 1, 2,4,



SIGNED, SEALED AND DELIVERED by the within named OWNER/VENDOR NO. 5 FOR SELF AND AS ATTORNEY OF



### Left Hand Fingers

### <u>Impression</u>











### Right Hand Fingers

### <u>Impression</u>



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3.

SIGNED, SEALED AND DELIVERED by the within named OWNER/VENDOR NO. 7 FOR SELF AND AS ATTORNEY OF VENDORS/OWNERS NOS. 8



(MR. MANDRAKANT ATMARAM DESSAI and CHANDRAKANT DESAI ALIAS CHANDRAKANTA. DESAI)



## Left Hand Fingers

<u>Impression</u>



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### Right Hand Fingers

<u>Impression</u>



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SIGNED, SEALED AND DELIVERED by the within named the within named PURCHASER M/S
OMKAR BUILDER & DEVELOPER, Represented by

its sole Proprietorship

Tulkoldon

(MRS. MANSI MAHESH TALLERAR)

Right Hand Fingers

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Left Hand Fingers

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## IN THE PRESENCE OF WITNESSES:-

Mevil Braganja)

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## Government of Goa

# Document Registration Summary 2

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

Print Date & Time : - 06-Aug-2020 12:08:56 pm

Document Serial Number :- 2020-PON-751

presented at 12:08:33 pm on 06-Aug-2020 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
,	Stamp Duty	237200
2	. Registration Fee	169370
3	Mutation Fees	1000
4	Processing Fee	770
530	Total	408340

tamp Duty Required:237200

Stamp Duty Paid: 237200

Sr.NO	Party Name and Address	- Photo-«	Thumb.∞	Signature
1	Omkar Builder And Developer Represented By Its Sole Proprietor Mansi Mahesh Talekar ,S/o - D/o Baburao Rane Age: 32, Marital Status: Married ,Gender:Female,Occupation: Business, Address1 - H No 820 Laxmannarayan Krupa Building Ganesh Nagar Candola Marcela Tiswadi Goa, Address2 - , PAN No.:	ZM		Malalan

#### Executer

S	r.NO	Party Name and Address	Photo	Thumb	Signature
	1	Jose Filipe Pegado Braganza ,S.o - D/o Joao Martinho Braganza Age: 73, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H No 130 Angod Mapusa Bardez Goa, Address2 - , PAN No.:			name
	2	Gorakhnath Atmaram Fulari ,S/o - D/o Atmaram Fulari Age: 73, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Fernandes Vaddo Síolim Bardez Goa, Address2 - , PAN No.:			(Aldori)
A STATE OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF T	3	Chandrakant Atmaram Dessai Alias Chandrakant Desai Alias Chandrakant A Desai ,S/o - D/o Atmaram Gopal Desai Age: 79, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Vision Partk, Tonca Caranzalem Tiswadi Goa, Address2 - , PAN No.:			RANNA E

. p.20	NGDRS · National Committee

	NO Party Name and Address Plant Thumb Signature					
Sr.N	4	Faity Name and Address	Photo	Thumb	Signature	
A		Jose Filipe Pegado Braganza For Self And On Behalf Of Vendor No One Two And Four ,S/o - D/o Joao Martinho Braganza Age: 73, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H No 130 Angod Vaddo Mapusa Bardez Goa, Address2 - , PAN No.:			Mountain	
The second secon	5	Gorakhnath Atmaram Fulari For Self And On Behalf Of Vendor No Six ,S/o - D/o Atmaram Fulari Age: 73, Marital Status: ,Gender:Male,Occupation: Business, Address1 - Fernandes Vaddo Siolim Bardez Goa, Address2 - , PAN No.:			Ry or	
	6	Chandrakant Atmaram Dessai Alias Chandrakant Desai Alias Chandrakant A Desai For Self And On Behalf Of Vendor No Eight ,S/o - D/o Atmaram Gopal Desai Age: 79, Age: 79, Address - Vision Park Tonca Caranzalem Tiswadi Goa, Address - , PAN No.:			deprove.	
	7	Proprietor Mansi Mahesh Talekar ,S/o - D/o Baburao Rane Age: 32, Marital Status: Married ,Gender Female,Occupation: Business, Address1 - H No 820 Laxmannarayan Krupa Building Ganesh Nagar Candola Marcela Tiswadi Goa, Address2 - , PAN No.:	Z		Partala lavar	

#### Witness:

IWe individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature	
1	Ramrao Ana Desai, 67 , ,9552437189 , ,Service , Marital status: Married 403516 Calangute, Bardez, NorthGca, Goa			B)	٠,
2	Kevin J A Braganza, 35 , ,9823994296 , ,Advocate , Marital status : Married 403507. Church side mansion Mapusa, Bardez, NorthGoa, Goa			haging	

Sub Registrar
SUB - REGISTRAR
PONDA

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#### Document Serial No:-2020-PON-751

Book :- 1 Document

Registration Number: - PON-1-736-2020

Date: 06-Aug-2020

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

SUB - REGISTRAR, PONDA

