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STAMP DUTY

Name of Purchaser MIS AURA BUILDERS & DEVELOPERS



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## DEED OF SALE

THIS DEED OF SALE is made and entered into at Panaji, Goa, on

this 26<sup>Th</sup> day of August, 2019;

## BETWEEN

	(1) Mr. JOAO MANUEL ALEIXO FERNANDES (PAN
	) (Aadhar no), Mob. No
	Email: aged 58 years, son of Mr. Cosme
	Francisco Pedro Jose Fernandes, married, occupation service and his wife
	(2) Mrs. GRACY DA COSTA FERNANDES (PAN
	(Aadhar no), Mob. NoEmail:
	aged 61 years, daughter of Mr. Jose Cruz
	Acosta, occupation service, both Indian Nationals, residents of H. no. 217
	Mollar, Corlim, Ilhas, Goa, hereinafter referred to as the VENDORS (which
-	expression shall unless repugnant to the context or meaning thereof be
isisc	deemed to include their heirs, legal representatives, executors, administrators,
2000	successors, nominees and assigns) of the FIRST PART.
2	
AJI	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. represented by its Partners (1) Mr. JEETENDRA PATHAK (PAN (Aadhar no. Mob. No. Email: aurahomes99@gmail.com, aged 38 years, son of Mr. Mohan Chandra Pathak, occupation business, married, Indian National, (2) Mrs. LILY PATHAK (PAN (Aadhar no. Mob. No. Email: Mob. No. Mob. No. Mob. No. Email: Mob. No. Mob. No.

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Jeetendra Pathak, occupation business, married, Indian National and (3) Mr.

MOHAN CHANDRA PATHAK (PAN (Aadhar no. (Aadhar no.

executors, administrators, successors and assigns) of the SECOND PART.

WHEREAS there exists a Property admeasuring 1460.00 sq.mts., forming part of the larger property known as "CANTIECHEM BATTA" or "ADIATEAVALLE BATTA", described in the Land Registration Office of lifes under No. 7829 at Page 11 of Book B-21(New), enrolled in the Taluka Revenue Office of Tiswadi under Matriz No. 255 and surveyed under No. 124/1-B of Village Ella, Taluka Tiswadi, District of North Goa more particularly described in the Schedule-I hereunder written and hereinafter referred to as the "SAID PROPERTY".

AND WHEREAS the said property originally belonged to Mr.Domingos Fernandes and his wife, Mrs.Maria Elvina Santana Rodrigues.

AND WHEREAS by virtue of a Deed of Gift and Release dated 20/05/1967, registered before the Sub Registrar of Ilhas under Reg. no. 580 at pages 273 to 280 of Book no. 1 Volume 25 dated 15/06/1967, said Mr.Domingos Fernandes and his wife, Mrs.Maria Elvina Santana Rodrigues gifted the said property to their son, Mr.Cosme Francisco Pedro Jose Fernandes.

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AND WHEREAS said Mr. Cosme Francisco Pedro Jose Fernandes was married to Mrs. Assucena Fernandes also known as Assucena Fernandes e Rebeiro or Circumscisao Assucena Fernandes e Rebeiro and said Mrs. Assucena Fernandes also known as Assucena Fernandes e Rebeiro or Circumscisao Assucena Fernandes e Rebeiro expired on 13/05/1987 and upon her death, an Inventory Proceedings bearing no. 52/88/A was initiated by her husband, said Mr. Cosme Francisco Pedro Jose Fernandes.

AND WHEREAS by virtue of an Order dated 09/06/1989 passed in the said Inventory Proceedings no. 52/88/A, the said property which was described as Item no. 2 came to be allotted to the First VENDOR herein.

VENDOR under the system of Community of Properties (Communiao dos Bens) as applicable to the State of Goa and as such the VENDORS are the lawful owners of the said property.

AND WHEREAS the VENDORS have agreed to sell and the PURCHASER have agreed to purchase from the VENDORS, the said property for a total consideration amount of Rs. 1,45,00,000/- (Rupees one crore forty five lakh only).

AND WHEREAS out of the total consideration amount of Rs. 1.45.00.000/- (Rupees one crore forty five lakh only), it is agreed between the VENDORS and the PURCHASER that the sum of Rs. 65,00,000/- (Rupees sixty five lakh only) would be payable by way of monetary consideration and

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the balance amount of Rs. 80,00,000/- (Rupees eighty lakh only) would be payable in kind by way of allotment to the VENDORS, free of cost, two 2 BHK Flats for which a separate Deed of Sale is being executed simultaneously between the parties herein.

AND WHEREAS out of the total consideration of the said plot as stipulated hereinabove, the monetary consideration amounting to Rs. 65,00,000/- (Rupees sixty five lakh only) have been paid by the PURCHASER to the VENDORS as per the mode of payment mentioned in Schedule II hereunder and the balance consideration of Rs. 80,00,000/- (Rupees eighty lakh only) have been also paid to the VENDORS in the form of allotment of the said two 2 BHK flats which flats are ready in all respects for occupation, and which are being simultaneously delivered to the VENDORS by executing a separate Deed of Sale.

AND WHERE AS the VENDORS have accepted the said proposal and have agreed to sell the said property to the PURCHASER for the said total consideration amount of Rs. 1,45,00,000/- (Rupees one crore forty five lakh only) and as per the aforementioned mode of payment and have further agreed to convey the said property unto the PURCHASER on the following terms and conditions.

#### NOW THIS DEED WITNESSETH AS UNDER:

 In pursuance of the said agreement and in consideration of the payment of sum of Rs. 1,45,00,000/- (Rupees one crore forty five lakh only)

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by the PURCHASERS to the VENDORS, which is partly paid as per the mode of payment specified in Schedule II hereunder, the receipt of which sum the VENDORS do hereby admit and acknowledge, and partly paid in the form of allotment of the said two 2 BHK flats which are being simultaneously delivered to the VENDORS by executing a separate Deed of Sale, the receipt of which the VENDORS do hereby admit and acknowledge, the VENDORS do hereby convey and assign unto the PURCHASER, the said property which is more particularly described in the Schedule-I 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 property described in Schedule I 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 property as hereby granted or conveyed or expressed so to be unto and to the use of the PURCHASER in the manner aforesaid.

AND the VENDORS undertake to indemnify the PURCHASER.

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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.

- AND the VENDOR represented to the PURCHASERS that no charge or lien or mortgage exists of the Said Property.
- AND the VENDOR represented to the PURCHASERS that there are no tenants and/or mundkars and/or any other person who can claim any right of whatsoever nature over the said Property, VENDOR being the sole and exclusive owner of the said Property.
- AND the VENDOR represented to the PURCHASERS that the said

  Property is not the subject matter of any litigation and/or any proceedings

  before any court of law and/or quasi-judicial authorities and/or before any
  autonomous bodies.
  - AND the VENDOR represented to the PURCHASERS that the said
     Property is not the subject matter of any notices and/or proceedings under the provisions of the Land Acquisition Act and/or Requisition Act.
  - AND the VENDOR also represented to the PURCHASER that the VENDOR have not entered into any Agreement for Sale nor have received any court summons in respect of the said property.

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10. AND the said property 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.

- AND the VENDORS hereby gives their express consent to do the mutation of the said property in the name of the PURCHASER.
- 12. That the said property hereby sold though shown in the survey records as admeasuring 1460.00 sq. mts., factually admeasures 1492.00 sq. mts. on loco and also as per some of the documents with regard to the said property. That as such, the PURCHASER shall be at liberty to apply for the resurvey of the said property before the competent authority and correct the area of the said property.
- AND 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. AND the value of the plot hereby sold is Rs. 1,45,00,000/- (Rupees one crore forty five lakh only) which is the present fair market value and accordingly the Stamp Duty of Rs. 6,52,500/- (Rupees six lakhs fifty two

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thousand five hundred only) (4.5%) has been engrossed on this Deed of Sale.

AND the PURCHASERS shall pay to the VENDORS the said consideration amount of Rs.1,45,00,000/-(Rupees one crore forty five lakhs only), upon deducting 1% TDS from the said amount.

### SCHEDULE-I

ALL THAT property admeasuring 1460.00 sq.mts., forming part of larger property known as "CANTIECHEM BATTA" or "ADIATEAVALLE BATTA", described in the Land Registration Office of Ilhas under No. 7829 at Page 11 of Book B-21(New), enrolled in the Taluka Revenue Office of Tiswadi under Matriz No. 255 and surveyed under No. 124/1-B of Village Ella, Taluka Tiswadi, District of North Goa and bounded as under:

North: By the property Survey No. 124/1

South: By the property Survey No. 124/1-A-2

West: By public road

East : By the property Survey No. 124/1-A

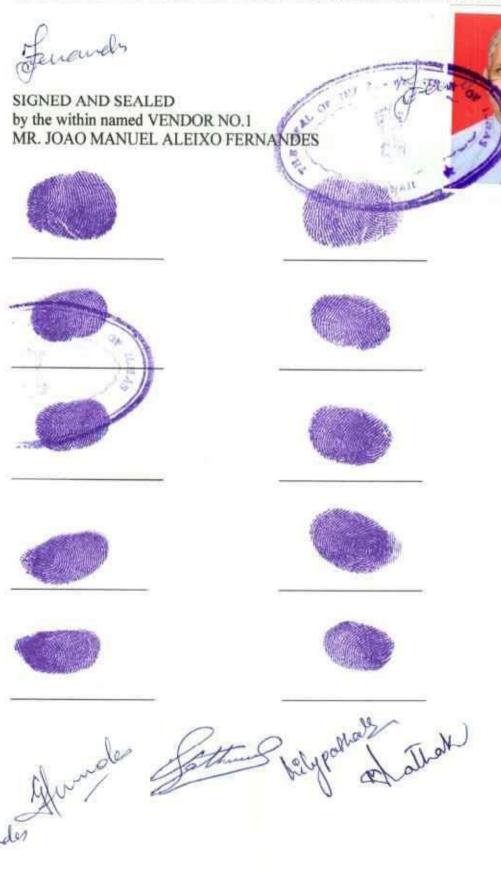
## SCHEDULE-II

#### (Mode of Payment)

- 1. Rs. 1,00,000/- favoring Mr. Joao Manual Aleixo Fernandes cheque no.763184 dated 20/06/19 drawn on State Bank of India.
- 2. Rs. 30,77,500/- favoring Joao Manual Aleixo Fernandes vide cheque no. 886563 dated 26/08/19 drawn on State Bank of India.
- 3. Rs. 31,77,500/- favoring Mrs. Gracy Fernandes vide cheque no. 886565 dated 26/08/19 drawn on State Bank of India.

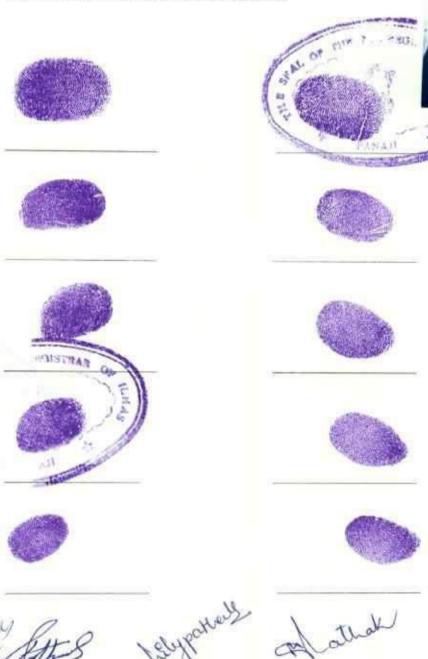
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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE 26<sup>th</sup> DAY, OF THE MONTH OF AUGUST AND THE YEAR 2019 FIRST HEREINABOVE MENTIONED.

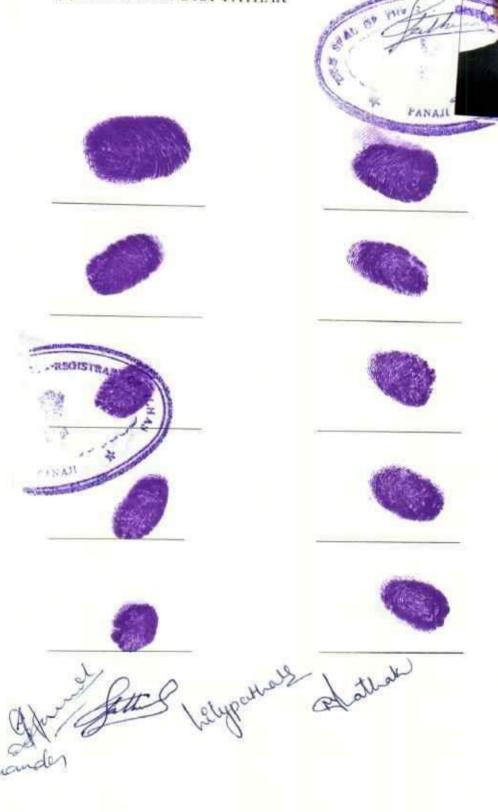


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SIGNED AND SEALED by the within named VENDOR NO. 2 MRS. GRACY DA COSTA FERNANDES



SIGNED AND SEALED
by the within named SECOND PARTY
M/S AURA BUILDERS & DEVELOPERS,
THROUGH ITS PARTNER
(1) SHRI JEETENDRA PATHAK



SIGNED AND SEALED
by the within named SECOND PARTY
M/S AURA BUILDERS & DEVELOPERS
THROUGH ITS PARTNER

(2) MRS. LILY JEETENDRA PATHAK



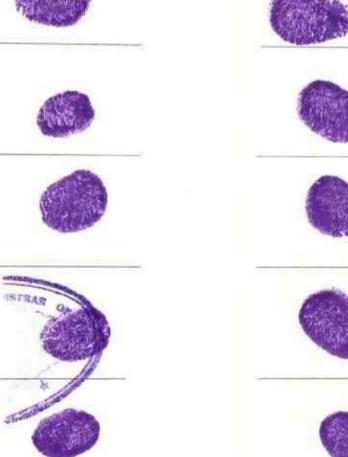


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-14-

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





In the presence of:

2. SHRIVANI CT. KAMAT (SKOLULE)

Solyportured and Johnson



## GOVERNMENT OF GOA Directorate of Settlement and Land Records

## PANAJI - GOA

Plan Showing plots situated at

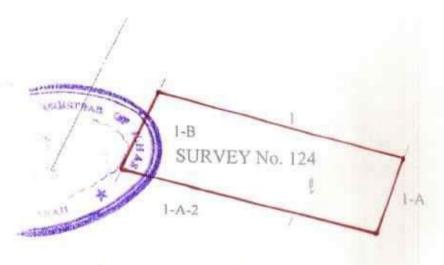
Village: ELLA

Taluka: TISWADI

Survey No./Subdivision No.: 124/ 1-B Scale: 1:1000

Inward No: 10430

Anisha Matondkar Asst. Survey & Settlement Officer Paneji -Gou





Vendor:

Purchaser:

2. helypathale

3. palallal

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ntermoslega Formproved By Didge Tamoskar (DPMan Gr. D



# Government of Goa Document Registration Summary 2

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

Print Date & Time: - 30-Aug-2019 11:08:44 am

Document Serial Number :- 2019-PNJ-1869

Presented at 11:08:09 am on 30-Aug-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps
3	Stamp Duty	652500
2	Registration Fee	507500
3	Mutation Fees	2500
4	Processing Fee	400
	Total	1162900

Stamp Duty Required :652500

Stamp Duty Paid: 652500

## Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
Name	Jeetendra Pathak Partner Of MS Aura Builders And Developers ,S/o - D/o Mohan Chandra Pathak Age: 38, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 56 Sagar Society Dona Paula Goa, Address2 - , PAN No.:			Jate S

## Executor

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Joao Manuel Aleixo Fernandes ,S/o - D/o Cosme Francisco Pedro Jose Fernandes Age: 58,  Marital Status: Married ,Gender:Male,Occupation: Service, Address1 - H no 217 Mollar Corlim Ilhas Goa, Address2 - , PAN No.:	9		Jeward.

NGDRS: National Generic Document Registration System

8/30/2019

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Gracy Da Costa Fernandes ,S/o - D/o Jose Cruz Acosta Age: 61, Marital Status: Married ,Gender:Female,Occupation: Service, Address1 - H no 217 Mollar Corlim Ilhas Goa, Address2 - , PAN No.:	0		My .
3	Jeetendra Pathak Partner Of MS Aura Builders And Developers ,S/o - D/o Mohan Chandra Pathak Age: 38, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 56 Sagar Society Dona Paula Goa, Address2 - , PAN No.:			Jall 8
4	Lily Pathak Partner Of MS Aura Builders And Developers ,S/o - D/o Prakash Joshi Age: 34,  Marital Status: ,Gender:Female,Occupation: Business, Address1 - 56 Sagar Society Dona Paula Goa, Address2 - , PAN No.:			10 Gypa Ala
5	Mohan Chandra Pathak Partner Of MS Aura Builders And Developers ,S/o - D/o Jagannath Pathak Age: 72, Marital Status: Gender: Male, Occupation: Business, Address1 - 56 Sagar Society Dona Paula Goa, Address2 - , PAN No.:	200		Lattak

## Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Shriyan Kamat, 22 ,2019-08-15 ,9096990000 , ,Other , Marital status : Unmarried 403002, Miramar Panaji, Tiswadi, NorthGoa, Goa	(5)		Slama
2	Hiralal Rama Gauns, 49 ,1970-05-11 ,9823453811 , ,Service , Marital status : Married 403002, 270/1 Quenem Taleigao Goa, 270/1 Quenem Taleigao Goa Taleigao, Tiswadi, NorthGoa, Goa			48

Sub Registrar

BUB-REGISTRAB

## Document Serial No:-2019-PNJ-1869

Book :- 1 Document

Registration Number :- PNJ-1-1815-2019

Date: 30-Aug-2019

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

EUB-REGISTRAT

