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CO-OP. BANK LTD.

Authorised Signatory

(Receipt on Letter forty thousand only)  
CITIZEN CREDIT CO-OP BANK LTD  
E-320, RUA DE OUREM  
PANAJI, GOA 403 001

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R.0140000/- PB6818

INDIA

STAMP DUTY

GOA

Name of Purchaser Asife Abbas Shaikh



Sr No 4834/2015  
27/10/2015

### DEED OF SALE

This Deed of Sale is made at Mapusa, Goa, on this 27<sup>th</sup> day of October 2015.

BETWEEN

- MR. ANWAR SHAIKH MOHAMMED**, son of Mr. Shaikh Yanus Abdulla, aged about 59 years, retired, having PAN Card no. [REDACTED] and his wife,

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2. **MRS. ROSHAN BI ANWAR SHAIKH**, daughter of Mr. Fakir Shah, aged about 56 years, house wife having PAN Card no. [REDACTED], both Indian Nationals and residing at Abrar Apartments, Flat No. B/4, Second Floor, Afframent Bhatim, Borim, Shiroda, Ponda, Goa, hereinafter jointly referred to as the "**VENDORS**" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to include their legal representative, executors administrators, transferees, successors and assigns) of the **FIRST PART**.



3. **MRS. ASIFA ABBAS SHAIKH**, daughter of Late Mr. Abdul Shaikh, wife of Mr. Abbas M. Shaikh, aged about 37 years, married, housewife having PAN Card No [REDACTED] J, Indian National, residing at H.No. B/370, Ram Nagar, near Masjid, post Betim, Bardez Goa, hereinafter referred to as the "**PURCHASER**" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to include their legal representatives, executed, administrators, transferees, successors and assigns) of the **SECOND PART**.

4. **MR. MOHSIN GAUS SHEIKH**, son of Mr. Gaus Sheikh, aged about 40 years, business, having PAN Card No. [REDACTED], married and his wife,

5. **MRS. REHANA MOHSIN SHEIKH**, wife Mr. Mohsin Gauns Sheikh, aged about 32 years, housewife, holder of Pan card No. [REDACTED], both Indian Nationals and residents of Vasant Vihar, Flat No.201, Caranzalem, Taleigao, Goa hereinafter referred to as the "**THE CONFIRMING PARTY**" (which expression shall, wherever the context requires unless repugnant to the meaning thereof, include their legal representatives, executed, administrators transferees, successors and assigns) of the of the **THIRD PART**.

WHEREAS:

1. There exist an immovable property bearing Survey No. 64/8 of Village Reis Magos, admeasuring 625 sq.mts, along with an old ruinous house being in disuse, bearing house no.219/2 situated within the limits and jurisdiction of the Village Panchayat of Reis Magos, Taluka an Registrations Sub-District of Bardez, North Goa, more particularly described in **SCHEDULE I** hereunder and delineated in red color boundary on the plan annexed (herein referred to as the **SAID PROPERTY**).
2. The SAID PROPERTY was purchased by father of the **VENDOR no.1** Mr. Shaikh Yunus Abdulla, from its original lawful owner in possession and title, Shri. Jose Domingos Da Costa alias Jose Domingos Rosario Conceicao Da Costa vide 'conveyance on Sale" dated 25/06/1976 (duly registered with the Sub-Registrar of Ilhas under No 533 in Book 1 Volume 105 from pages 155 to 160 on 02/07/1976).
3. That subsequent to the purchasers of the SAID property the said Shri. Shaikh Yunus Abdulla with the financial help of his son, VENDOR NO.1 constructed the said house, after obtaining requisite permission from the authority.
4. That said Shri. Shaikh Yunus Abdulla was married to Smt. Hafizabee Shaikh and they both expired on 13/07/1989 and 28/08/2011 respectively leaving behind them as their sole and universal heirs the VENDOR No.1 and his brothers and sisters with their respective spouses.
5. The VENDOR'S other brothers and sisters along with their respective spouses were the joint owner's of the Said PROPERTY to the extent of 4/5<sup>th</sup> share thereof and the VENDORS were joint owners of the SAID PROPERTY to the



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extent of 1/5<sup>th</sup> share thereof and they together were the sole and absolute owner's of the SAID PROPERTY and besides them there was no other person having any right, title, interest, claim or who are otherwise entitled to the SAID PROPERTY.

6. The name of the said late Shri. Shaikh Yunus Abdulla appeared in the occupant's column or any other column thereof.



7. The SAID PROPERTY has been in the possession of the VENDOR No.1 since the death of his parents.

8. The VENDORS purchased all the right title interest and claims of his brothers, sisters and their respective spouses by a Deed of Sale dated 04/07/2012 duly registered in the office of sub-registrar, Bardez, Goa under registration no.BRZ-BKI-02971-2012 in Book 1 Document CD number BRZ D344 on 04/07/2012.

9. Thus the VENDORS herein are the absolute owners of the said property.

10. The Confirming Party in the year 2013 had approached the VENDORS with an oral proposal to purchase the SAID PROPERTY and accordingly to the said oral agreement the Confirming party No.1 had paid to the VENDORS total consideration amount, however the sale deed could not be executed due the unavailability of the Vendors and as such the sale deed could not be executed.

11. The Purchaser has now approached the VENDORS and the confirming party with a proposal to purchase the SAID PROPERTY for a consideration of Rs.40,00,000/-

(Rupees Forty Lakhs Only) and the VENDORS and the confirming party have accepted the said offer and have thus agreed to sell the SAID PROPERTY unto the PURCHASER on the following terms and conditions which have been mutually agreed by all parties.

12. The parties therefore complete the sale with the execution of this Deed.

**NOW, THEREFORE, THIS DEED OF SALE WITNESSETH**



1. for a total consideration of Rs.40,00,000/- (Rupees Forty Lakhs only paid to the Confirming party as stated below the VENDORS and the Confirming Party do hereby sell, transfer and convey by way of sale, unto and to the use of the PURCHASER absolutely free from all encumbrances, all their rights, title interest share and claims to the SAID PROPERTY AND TO HOLD the same absolutely and forever for quiet peaceful and beneficial enjoyment thereof.
2. As per the agreement between the parties the aforesaid consideration of Rs.40,00,000/- (Rupees Forty Lakhs only has been paid by the CONFIRMING PARTY NO.1 ,vide Cheque no. 391462 drawn on Karnataka Bank Ltd, Alto Betim, Branch, Goa, dated 27/10/2015.

The receipt whereof the Confirming party and the VENDORS do hereby accept and acknowledgment and discharge, release and acquit the PURCHASER from every liability thereof subject to realization of the said cheque.

3. VENDORS and the Confirming Party agree undertake and confirm that with the execution and registration of this Deed of Sale and upon realization of the payment of sale consideration as aforesaid, the VENDORS shall not have any right, title interest or claim in or upon the SAID PROPERTY or any part thereof, and that they shall not cause any

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interruption, interference or hindrance to the possession of the SAID PROPERTY by the PURCHASER.

4. The VENDORS do hereby covenant with the PURCHASER that:

a. Notwithstanding any act, omission deed or things done whatsoever or executed or knowingly suffered to the contrary by the VENDORS and the Confirming party or by any of their predecessor in title or any person claiming under or through the VENDORS or the Confirming Party the VENDORS had at all material times heretofore and now have a good right full power, absolute authority and indefeasible title to grant, sell convey, transfer, assign and assure their respective rights, share, interest and claim to **SAID PROPERTY** unto and to the use of the PURCHASERS.



b. The PURCHASERS shall may at times hereafter peaceably and quietly own, hold possess, enjoy the SAID PROPERTY and receive rents profits and all benefit without any lawful eviction, interruption claim or demand whatsoever by and from the VENDORS or any other person lawfully or equitably claiming from through or under or in trust for the VENDORS or Confirming party or under or in trust for the VENDORS or the confirming party or under any of their predecessors in title.

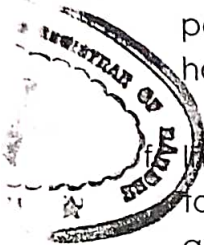
c. The VENDORS and the confirming party do hereby undertake that they shall at all time hereafter do, performed and executed all such acts, deeds and things whatsoever which may be necessary for further better and more perfectly assuring the SAID PROPERTY and every part thereof unto and to the use of the PURCHASERS may according to the true intent and meaning of this deed or as reason nobly required.

d. The PURCHASERS may hereafter on the execution of this deed peacefully and quietly posses and enjoy the same,

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and every part thereof in any manner without any claims or demands whatsoever from the VENDORS or confirming party or person claiming through or under them or on their behalf or predecessors in title.

- e. In the event there is any defect in the title of the VENDORS or the confirming party, the VENDORS and the confirming party shall make good, ratify and same in favors of the PURCHASERS by executing necessary deeds (S) in respect thereof and by obtaining necessary signature of any other party including to the predecessors in title, who may be having any interest in respect of the SAID PROPERTY.



CASE if any defect is found in the title of the VENDORS to the SAID PROPERTY and/or in the present conveyance and/or the PURCHASERS is ever dispossessed from the SAID PROPERTY or any part thereof, then the VENDORS shall at times, indemnify and keep indemnified the PURCHASERS herein and his transferee against any loss, damage, cost, charges, expenses, if any suffered by reason of any defect in the title of the covenants.

5. The VENDORS and the confirming party hereby covenants to cooperate and to execute all the necessary papers and do everything for mutation in record of rights to include the name of the PURCHASERS as an occupant. This deed shall be construed as a no objection for VENDORS and the confirming party for the mutation of names in survey records in respect of the SAID PROPERTY. This deed shall also be constructed as a no objection of the VENDORS for getting all licenses, permit, registration, authorizations and other documents in respect of the said property, including the electricity, water/meter connection, tax assessment etc in the name of the PURCHASER.

6. The VENDORS hereby covenants and declare that:

- a. The VENDORS have not entered in any agreement, arrangement, understanding, and document, instrument

concerning that the SAID PROPERTY nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID PROPERTY in any manner whatsoever, to any person other than the PURCHASERS, except as stated above.

b. The SAID PROPERTY or any part thereof is not a subject matter of any pending litigation, there are no legal impediment to the present sale.

c. The SAID PROPERTY or any part thereof is not a subject matter of any land acquisition act 1984 or any other law for the time being in force.

d. There are no outstanding encumbrances, mortgages charges, liens in respect of the SAID PROPERTY.

e. No easement or rights of way run through or over the SAID PROPERTY.

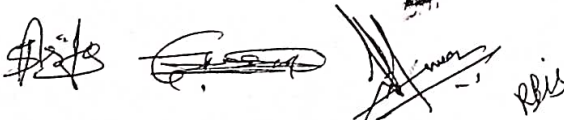
f. No order of any Court, tribunal or authority prohibits or impedes the beneficent or full use of the SAID PROPERTY.

g. The Vendor and the purchaser hereby declare that the said property in transaction do not belong to the schedule caste/schedule tribe pursuant to the Notification No. RD/LAND/LRC/318/77 DATED 21/08/1978.

h. The PURCHAERS has been in actual physical possession of SAID PROPERTY. The VENDORS today give and surrender unto the PURCHASERS their juridical possession of the SAID PROPERTY.

i. VENDORS No.1 has today handed over all the title document pretending to the SAID PROPERTY to the PURCHASERS.

j. The total sale consideration of Rs.40,00,000/- (Rupees Forty Lakhs only) is the fair market value of the SAID PROPERTY this includes the price of the property and the house structure standing thereon therefore for the purpose of the stamp duty the present sale is valued at Rs.40,00,000/- (Rupees Forty Lakhs only) and accordingly stamp duty of Rs.1,40,000 @3.5 % stamp








duty and 2% Registration charges of Rs.80000/- is paid herewith along with other processing fees.

SCHEDULE I

(DESCRIPTION OF THE SAID PROPERTY)

 ALL THAT land under survey No.64/8 of Village Reis Magos admeasuring 625 sq.mts along with an old ruinous house being in disuse, bearing house no.219/2, situated within the limits of the Village Panchayat of Reis Magos Taluka and Registrations sub-district of Bardez, North Goa at Goa bounded on the

NORTH: By passage of comunidade,

SOUTH: By comunidade Land

EAST: Plot belonging to Mrs. Noorjahan Shaikh

WEST: Plot belonging to Mr. Beig.

During the Portuguese regime in Goa this plot formed part of a larger property known as "BETIM" alias "CATECUMEMOS" described in the land registration office of Ilhas under No.6828 in book B-44 (new) and surveyed under nos.1924 and 1925 of the (old) cadastral survey plan of p.berne village and registered in Taluka revenue office under Matriz No.107.



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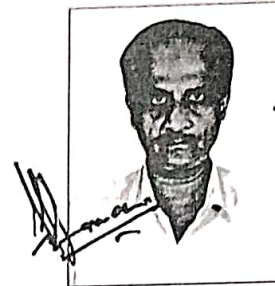


IN WITNESS WHEREOF the parties hereto have signed this Deed on the day, month and year first herein above mentioned.






SIGNED AND DELIVERED by the within named VENDOR. No.1

  
\_\_\_\_\_






MR. ANWAR SHAIKH MOHAMMED.



LEFT HAND FINGER PRINTS

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

				
THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



SIGNED AND DELIVERED by the within named VENDOR. No.2

RBis

MRS. ROSHAN BI ANWAR SHAIKH



LEFT HAND FINGER PRINTS



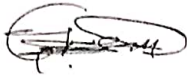
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

*[Handwritten signatures]*

SIGNED AND DELIVERED by the within named Confirming party  
No.1








MR. MOHSIN GAUS SHEIKH









LEFT HAND FINGER PRINTS



				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

				
THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER








SIGNED AND DELIVERED by the within named Confirming party  
No.2








MRS. REHANA MOHSIN SHEIKH

LEFT HAND FINGER PRINTS

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB



RIGHT HAND FINGER PRINTS

				
THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



SIGNED AND DELIVERED by the within named PURCHASER

Asifa

MRS. ASIFA ABBAS SHAIKH

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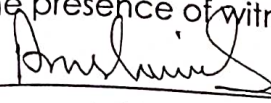
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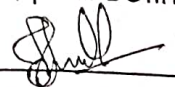
RIGHT HAND FINGER PRINTS

THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Asifa

In the presence of witnesses:

1.  Mr. Abbas M. Shaikh, son of late Mr. Mohamad Shaikh, aged about 43 years, married, business, Indian National, residing at H.No. B/370, Ram Nagar, near Masjid, post Betim, Bardez Goa.)

2.  Mr. Inzamam Mulla, son of Mr. Samiulla S. Mulla, aged about 19 years, unmarried, service, Indian National, residing at Flat No. T-3, Chid Vilas Colony, Tambdi Matti, Taleigao, Tiswadi, Goa.



Schedule - I -

-16-

20



GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
Office of Inspector of Survey and Land Records

MAPUSA - GOA

SCHEDULE - I



Plan showing plots situated at  
Village Reis Magos of Bardez Taluka

S.No./Sub Div No. 64/ 8

Scale 1:1000

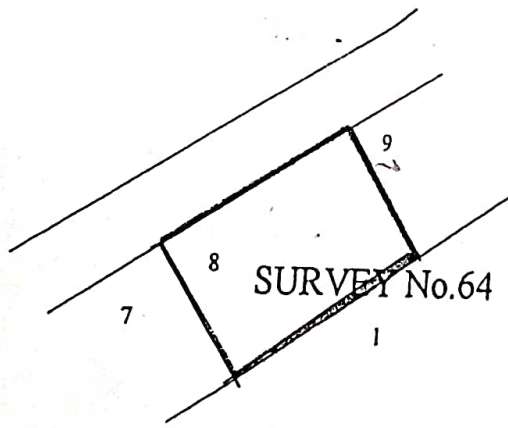
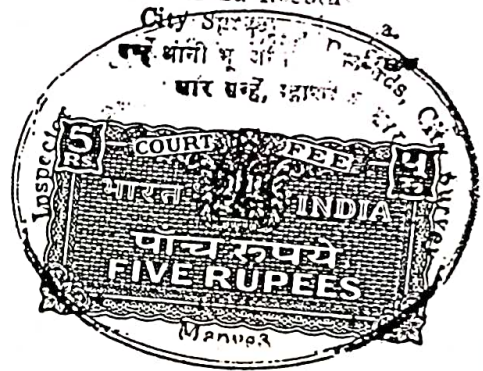
*Rd Warkar*  
29/8/2006

Inspector of Surveys &  
Land Records

City Survey

पंचायती राज विकास विभाग, बारदेस, तालुका, जिल्हा

बार वन्ह, बारदेस



*[Signature]*

*[Signature]*

*[Signature]*

RBIS

*[Signature]*

Computer Generated by  
On 25-08-2006

Compared by: *[Signature]*  
25-8-06 Director, I





Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 27-10-2015 01:14:59 PM

Document Serial Number : 4834




Presented at 12:55:00 PM on 27-10-2015 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	80100.00
2	Processing Fees	250.00
	<b>Total :</b>	<b>80350.00</b>

Stamp Duty Required: 140010.00

Stamp Duty Paid: 140100.00



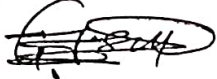
Asifa Abbas Shaikh presenter

Name	Photo	Thumb Impression	Signature
Asifa Abbas Shaikh, d/o late Mr. Abdul Shaikh and w/o Mr. Abbas M. Shaikh, Married, Indian, age 37 Years, House-Wife, r/o H.No. B/370, Ram Nagar, Near Masjid, Post Betim, Bardez, Goa. PAN No. [REDACTED]			

Endorsements

Executant



1. Mohsin Gaus Sheikh, s/o Mr. Gaus Sheikh, Married, Indian, age 40 Years, Business, r/o Flat No. 201, F Block, Vasant Vihar, Caranzalem, Taleigao, Goa. 403002. PAN No. [REDACTED]. The Confirming Party.

Photo	Thumb Impression	Signature
		

2 . Rehana Mohsin Sheikh, w/o Mr. Mohsin Gauns Sheikh, Married, Indian, age 32 Years, House-Wife, r/o Flat No. 201, F Block, Vasant Vihar, Caranzalem, Taleigao, Goa. 403002. PAN No. [REDACTED]. The Confirming Party.

Photo	Thumb Impression	Signature
		


3 . Anwar Shaikh Mohammed, s/o Mr. Shaikh Yanus Abdulla, Married, Indian, age 59 Years, retired, r/o Abrar Apts., Flat No. B/4, Second Floor, Afframent Bhatim, Borim, Shiroda, Ponda, Goa. PAN No. [REDACTED].

Photo	Thumb Impression	Signature
		

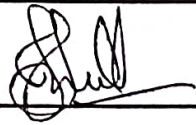
4 . Roshan Bi Anwar Shaikh, d/o Mr. Fakir Shah, Married, Indian, age 56 Years, House-Wife, r/o Abrar Apts., Flat No. B/4, Second Floor, Afframent Bhatim, Borim, Shiroda, Ponda, Goa. PAN No. [REDACTED].

Photo	Thumb Impression	Signature
		

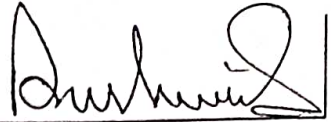
5 . Asifa Abbas Shaikh, d/o late Mr. Abdul Shaikh and w/o Mr. Abbas M. Shaikh, Married, Indian, age 37 Years, House-Wife, r/o H.No. B/370, Ram Nagar, Near Masjid, Post Betim, Bardez, Goa. PAN No. [REDACTED].

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Inzamam Mulla , s/o Samiulla S. Mulla, UnMarried, Indian, age 19 Years, Service, r/o Flat No. T-3, Chid Villas Colony, Tambdi Mati, Taleigao, Goa.	

2 Mr. Abbas M Shaikh , s/o late Mohamad Shaikh, Married, Indian, age 43  
Years, Business, r/o H.No. B/370, Ram Nagar, Near Masjid, Betim, Bardez,  
Goa.



  
Sub-Registrar

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Signature:-

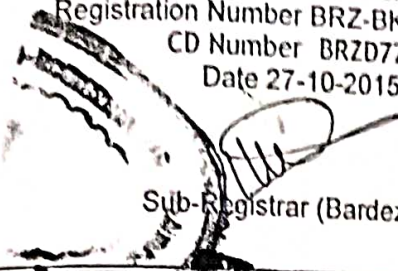
  


Designed and Developed by C-DAC, ACTS, Pune

~~REGISTRAR  
BARDEZ~~



Book-1 Document  
Registration Number BRZ-BK1-08444-2015  
CD Number BRZD773 on  
Date 27-10-2015

  
Sub-Registrar (Bardez)

Scanned By:-

*Sadanand*

REGISTRAR  
BARDEZ

Signature:-

*Impaneddu*

Designed and Developed by C-DAC, ACTS, Pune

Delivered by  
Reshma  
30/10/15