


For **CITIZEN CREDIT™**
CO-OP. BANK LTD.


Authorized 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 08535 NON JUDICIAL
162937 OCT 08 2014
०८ ०८ २०१४ १०:५१
R.0227500/-PB7147
INDIA STAMP DUTY GOA

Name of Purchaser Girija Estates Pvt. Ltd.

4301/14



DEED OF SALE

THIS DEED OF SALE is made on this 9th day of the month of October 2014, at Mapusa, Sub-District of Bardez Taluka, District of Goa;

BETWEEN

(1) **MRS. MARIA J. FERNANDES**, 58 years of age, wife of Mr. Isaac Fernandes, married, business, Indian National, holding PAN card no. AAJPF0758K, and her husband (2) **MR. ISAAC FERNANDES alias ISAC FERNANDES**, 59 years of age, son of Silvestre L. Fernandes, married, business, Portuguese National, holding OCI Card no. A 1347008, holding PAN Card no. AAJPF0757G, both resident of Casa Loyola, Angod, Mapusa, Bardez Goa, both represented by their duly constituted Attorney **MR. VIAN JOHN LOBO**, 36 years of age, son of Matias Joao Lobo, married, business, Indian National, holding PAN Card no. ABWPL8087B, resident of H. no. 1565, Porbavaddo, Calangute, Bardez Goa, vide Power of Attorney dated 20/8/2014, executed before Notary Adv. Mohammed Ibrahim, Mapusa, under no. 213/2014, shall



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hereinafter be referred to as "**VENDORS/ SELLERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, nominees, administrators, attorneys, representatives, and assigns) of the First Part;

AND

M/S GIRIJA ESTATES PVT. LTD. a Company incorporated under the Indian Companies Act 1956, having PAN Card no. AADCR1443e, having office at Anand Vihar, S-6, 7 & 8, Billao, Peddem, Mapusa, Bardez Goa, represented by its Director **MR. SUDHIR REVANKAR**, 54 years of age, son of late Mr. Krishnanand Revankar, married, business, Indian National, holding PAN Card no. ABVPR7215A, resident of 'Anand' 42, Faj Housing Colony, Madel, Tivim, Bardez Goa, by Resolution dated 04/10/2014, shall hereinafter be referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its, executors,



nominees, administrators, attorneys, representatives, and assigns) of the First Part;

WHEREAS there exists a Plot called earlier as Plot 'C' admeasuring 914 sq.mts. alongwith small dilapidated house, having area of 89.04 sq.mts. surveyed under Chalta no. 6A of P.T. Sheet no. 6, situated within the limits of Mapusa Municipal Council, Cunchelim, Mapusa, Sub-District of Bardez, North Goa, State of Goa.

This property shall hereinafter be referred to as 'SAID PROPERTY' and is more particularly described in the Schedule-I written below.



AND WHEREAS the vendors have represented to the purchaser that the Said Property is part of a larger property belonging to one Caitano Gabriel de Souza. The said Caitano purchased a plot by Sale Deed dated 6/8/1947 written at page 17v of Book no. 474 of the Notarial ex-official Dr. Guilherme Lobo, with an area of 1000 sq.mts. from the erstwhile owners Mrs. Petronila Fernandes

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and her husband. The said Caitano also was allotted the neighbouring plot with an area of around 1000 sq. mts. as aforamento from the Comunidade of Cunchelim, on 5/8/1952 from the Comunidade of Cunchelim as per file no. 77, of the year 1947, certificate of final possession dated 16/8/1952.

AND WHEREAS the said two plots together were therefore owned by the said Caitano Gabriel de Souza and were inscribed in his name under Inscription no. 35964 at page 111 v of Book G 39 in the erstwhile Land Registration Office of Bardez and they form one property by itself.



AND WHEREAS thereafter the said larger property was surveyed as a whole in the city survey of Mapusa under Chalta no. 6 of P. T. Sheet No. 6 of Cunchelim, Mapusa.

AND WHEREAS on the death of the said Caitano Gabriel de Souza, by Inventory Proceeding no. 79/05/C/B which took place in the Court of the Civil Judge Senior Division at Mapusa, the said

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property was described and was allotted to his heirs in equal parts namely (a) $\frac{1}{4}$ to Rock Franco de Souza, married to Celina Conceicao Thereza Pereira de Souza (b) $\frac{1}{4}$ to Matheus Minguel de Souza, married to Rubertina Monica L. Pinto de Souza (c) $\frac{1}{4}$ to Scarlet Celin Pereira, married to Apolinario Geraldo Pereira and (d) $\frac{1}{4}$ to Cyril Maximiano de Souza, married to Sheila Flora Viegas de Souza.

AND WHEREAS thereafter, the parties undertook Partition Proceedings in the Court of the Deputy Collector & S.D.O., Mapusa, Bardez, Goa under case no. 15/48/2012/PART/LAND. As per this partition, by final order dated 17/06/2013 the said Matheus Minguel de Souza and his wife Rubertina Monica L. Pinto de Souza were allotted a separated portion bearing Chalta no. 6-A admeasuring 914 sq.mts. as their separated share of the larger property.

AND WHEREAS on the death of Matheus Minguel de Souza, proceeding for settlement of his estate took place being Inventory



Proceeding no. 376/2013/F in the Court of the Civil Judge Junior Division 'F' Court at Mapusa, wherein the said separated plot was described under Item no. 1 and was allotted to his widow Rubertina Monica L. Pinto de Souza, by final Order dated 24/2/2014.

AND WHEREAS by Deed of Sale dated 29/5/2014, of Book-1 document, bearing registration no. BRZ-BK1-02342-2014, CD number BRZD679, dated 29/5/2014, the said Mrs. Rubertina Monica Leopoldina de Souza, sold the said property bearing Chalta no. 6A of P. T. Sheet no. 6 admeasuring 914 sq.mts. along with dilapidated house of Mapusa city to Mrs. Maria J. Fernandes i.e. Vendor no. 1 herein.

AND WHEREAS subsequently by Deed of Rectification dated 28/8/2014, of Book-1 document, bearing registration no. BRZ-BK1-03974-2014, CD number BRZD725 dated 8/9/2014, the parties have rectified the said Deed of Sale dated 29/5/2014.



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AND WHEREAS the Vendor no. 1 is married to Vendor no. 2 and hence he being her husband and a moiety holder, has been made a party herein in order to sell the Said Property along with his consent to the Purchaser herein.

AND WHEREAS in this manner the Vendors have acquired absolute ownership right, title, interest and possession over the Said Property as described in the Schedule-I written below.

AND WHEREAS the Vendors undertaken to hand over all the above referred original documents of title to the Purchaser upon execution of the Sale Deed.



AND WHEREAS the Vendors declare that they have not received any notice for acquisition or requisition from either Government or from any local bodies in respect of the Said Property.

AND WHEREAS the Vendors declares that the Said Property is free from any encumbrances, charge, mortgage, claim etc. of any

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person whomsoever and that there is no dispute either in the Court or otherwise on loco nor they have agreed or promised to sell the said property to any third parties.

AND WHEREAS the Vendors declares that the Said Property is not attached by Income Tax authority or Sale Tax authority or any other office.

AND WHEREAS the Vendors declares that the title towards the Said Property is absolutely clear and marketable and that the Vendors have all the authority, right and power to sell the Said Property to the Purchaser herein.

AND WHEREAS the Vendors have agreed to sell the said Property as described in the Schedule-I written below, for a total consideration of Rs. 65,00,000/- (Rupees sixty five lakhs only) which is its fair market value, free from all encumbrances, charges, demands, claims, liens etc. and taking into consideration the representation made by the Vendors herein above and



assurances given by the Vendors that the title of the said property are clear and marketable, the Purchaser has agreed to purchase the Said Property from the Vendors herein and the parties have agreed to draw terms and conditions in the following manner;

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of sum of Rs. 65,00,000/- (Rupees sixty five lakhs only) paid by the Purchaser to the Vendors by Demand Draft of Rs 64,35,000/- (Rupees sixty four lakhs thirty five thousand only) bearing no. 023710, of The Karnataka Bank Ltd. Alto Betim-Goa, & Rs 65,000/- TDS in the form of TDS certificate, (which amounts to total of Rs. 65,00,000/- (Rupees sixty five lakhs only) they the Vendors do hereby acknowledge having received from the Purchaser and do hereby give this receipt of acknowledgment of total consideration from the Purchaser towards the sale of the Said Property] the Vendors do hereby sell, transfer and convey the said property along with all their right, title, interest, possession in the Said Property bearing



Chalta no. 6A of P. T. Sheet no. 6 admeasuring 914 sq.mts. along with dilapidated house of Mapusa city, which property is more particularly described in Schedule-I herein below in favour of the Purchaser and convey by way of sale to the Purchaser the said Property together with all their rights, title, ways, interest, privileges, easements and appurtenances whatsoever to have and to hold it absolutely as its own without any interference from the Vendors or anyone on their behalf.



2. That the Vendors and all the persons claiming under them, do hereby covenant with the Purchaser that the Vendors are now lawfully seized and possessed of the Said Property, free from encumbrances or defects whatsoever and they have absolute authority to sell the Property in the manner aforesaid.

3. That the Vendors does hereby declare that they have not done or omitted or willingly suffered and been a party to any act, deed or thing whereby the Vendors are prevented from selling the Said Property in the manner aforesaid.

4. That the Vendors covenants to save harmless and keep indemnified the Purchaser from or against all claims, encumbrances, charges and equities whatsoever that may arise for acts done by the Vendors prior to the execution of the present Deed of Sale.

5. The Vacant and Peaceful possession of the Said Property has been handed over to the Purchaser upon execution of the present Sale Deed and that the Purchaser upon execution of the present Deed of Sale shall be an exclusive owner in possession of the Said Property as the peaceful possession of the said Property stand handed over to the Purchaser and the Vendors further covenant that the Purchaser may hereafter peacefully and quietly possess and enjoy the Said Property without any claims or demand whatsoever from the Vendors or any person or persons claiming through or under them.

6. That the Vendors declares that the Said Property is free

The block contains two handwritten signatures in black ink. The first signature is on the left, and the second is on the right. Below the second signature is a decorative flourish or scribble.

from all encumbrances, charges, liens, lis-pendens, attachments, injunctions, mortgages, gifts, trusts, encroachments and the Vendors have absolute and exclusive right to sell the Said Property.

7. That the Vendors declares that the Said Property is not the subject matter of any acquisition proceedings, court attachment or any adverse claim, demand or actions of any person whomsoever, nor they have created any charge, lien, agreement, MOU, mortgage over the same in favour of any other parties.



8. That the Vendors specifically represents and declares that besides them no other persons and/or family members of the Vendors have any manner of claim or demand or right or title or interest in the Said Property and/or any part or portion thereof and they have not dealt with nor permitted any person to deal with any part or portion of the Said Property in any manner whatsoever or however and no persons whosoever have/had/has ever claimed any right or interest including any right of pre-

emption over or in respect of the Said Property or any part thereof and that there are no outstanding actions, claims or demands between them and any third party.

9. That the Vendors does hereby state for themselves that they have absolute and exclusive right and title to convey and transfer the said Property as described in the Schedule-I written below to the Purchaser.

10. That the Vendors does hereby agree to save and keep indemnified the Purchaser from and against all losses, damages, claims or costs which it may sustain by reasons of any claim being made by anybody to the Said Property.

11. That the Vendors have represented to the Purchaser that the title towards the Said Property is clear and marketable.

12. That the Vendors herein has given their No Objection to the Purchaser to carry out Mutation in the survey records of the Said



Property and do hereby further undertake to sign all affidavits, applications, documents, whenever necessary, for all legal purposes and to do or cause to be done whatever acts, deeds and things as may be necessary for the effectual transfer of the Said Property. It is made specifically clear that the No Objection for Mutation given herein shall be deemed to be considered as their No objection to carry out mutation without issuing notices to the Vendors as the Vendors do hereby waive the notices in the mutation proceeding.



13. The Vendors declares that there are no dues pending either towards the Said Property and that the Vendors have paid till date all the outstanding land tax, etc. towards the Said Property.

14. That the Vendors confirm having received total consideration towards the sale of said Property from the Purchaser and further confirm that they have no claim, charge,

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lien over the Said Property which is sold herein by the present Sale Deed in favour of the Purchaser.

15. That for the purpose of valuation and payment of stamp duty the present Sale Deed is valued at Rs. 65,00,000/- (Rupees sixty five lakhs only) and the price paid corresponds to the market value of the Said Property and appropriate Stamp duty and registration fees are paid herewith.

16. That all the parties hereby declare that neither the Vendors nor the Purchaser not belong to Schedule Caste/ Schedule Tribe, pursuant to Notification no. RC/LAND/LRC/318/77, dated 21/8/1979.



SCHEDULE - I

All that property earlier called as Plot C, admeasuring 914 sq.mts. alongwith small dilapidated house having area of 89.04 sq.mts.

surveyed under Chalta no. 6A of P.T. Sheet no. 6, situated within the limits of Mapusa Municipal Council, Mapusa, Sub-District of Bardez, North Goa, State of Goa, and the same is bounded as under;

North: by road;

South: by road;

East: by road;

West: by Plot B;



This Property is more particularly identified in the plan annexed hereto.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this DEED OF SALE in the simultaneous presence of the witnesses signing below.

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THE VENDORS/SELLERS:



(1) _____

MR. VIAN JOHN LOBO
(POA holder of Vendors)



L. H. F. Prints

R. H. F. Prints

(1)  _____

(1)  _____

(2)  _____

(2)  _____

(3)  _____

(3)  _____

(4)  _____

(4)  _____

(5)  _____

(5)  _____



THE PURCHASER:



(Handwritten signature)

(1) _____

MR. SUDHIR REVANKAR
(Director of GIRIJA ESTATES PVT. LTD.)



L. H. F. Prints

R. H. F. Prints

(1)  _____

(1)  _____

(2)  _____

(2)  _____

(3)  _____

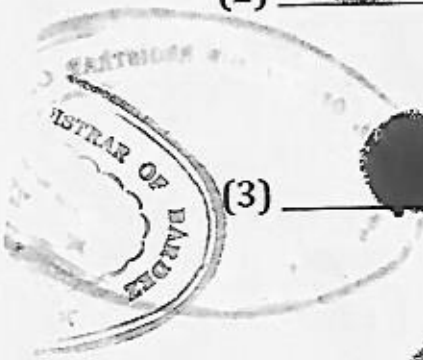
(3)  _____

(4)  _____

(4)  _____

(5)  _____

(5)  _____



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(Handwritten signature)

THE WITNESSES:

1. ~~A~~ (Mr. Shivnam A. Dhumi)

2. Bobh (Abhijit R. Prabhu)



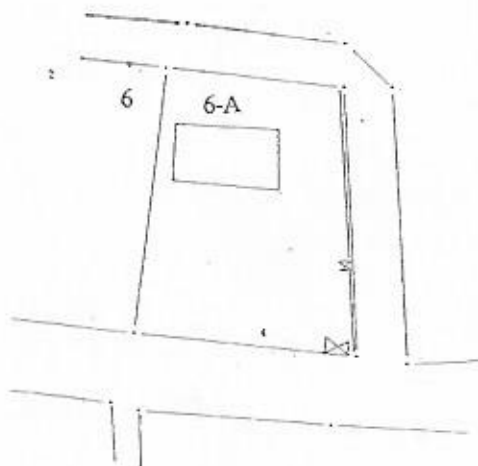


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MAPUSA-GOA



Plan Showing plots situated at
 CITY : CUNCHELM
 Taluka : BARDEZ
 P.T. SHEET No. / CHALTA No. 6 / 6-A
 Scale : 1:1000

D. H. G. and
 Inspector of Surveys &
 Land Records
 City Survey Mapusa



SR

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Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 09-10-2014 09:48:44 AM

Document Serial Number : 4301

Presented at 09:30:00 AM on 09-10-2014 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	195000.00
2	Processing Fees	400.00
	Total :	195400.00

Stamp Duty Required: 227500.00

Stamp Duty Paid: 227500.00

Sudhir Revankar presenter

Name	Photo	Thumb Impression	Signature
Sudhir Revankar, s/o Late Krishnand Revankar , Married, Indian, age 54 Years, Business, r/o Anand 42 Faj Housing Colony Madel Tivim Bardez Goa Director of M/s Girija Estates Pvt. Ltd office at Anand Vihar S-6,7 & 8 Billao Peddem Mapusa Bardez Goa Having pan No. AADCR1443E, Vide Resolution dated 4.10.2014			



Endorsements

Executant


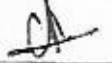
1 . Vian John Lobo, s/o Matias Joao Lobo, Married, Indian, age 36 Years, Business, r/o H.No. 1565 Porbavaddo Calangute Bardez Goa POA for Vendors Vide POA dated 20.8.2014 executed before Notary Adv. Mohammed Ibrahim Mapusa under No 213/2014

Photo	Thumb Impression	Signature

2 . Sudhir Revankar, s/o Late Krishnand Revankar, Married, Indian, age 54 Years, Business, r/o Anand 42 Faj Housing Colony Madel Tivim Bardez Goa Director of M/s Girija Estates Pvt. Ltd office at Anand Vihar S-6,7 & 8 Billao Peddem Mapusa Bardez Goa Having pan No. AADCR1443E, Vide Resolution dated 4.10.2014

Photo	Thumb Impression	Signature
		


Identification

Sr. No.	Witness Details	Signature
1	Abhijit Ramesh Prabhu , s/o Ramesh Prabhu, Married, Indian, age 39 Years, Service, r/o G2 Solanki Bhatkar Alto Betim Bardez Goa	
2	Shivram Anant Dhuri , s/o Anant Dhuri, Married, Indian, age 51 Years, Architect, r/o H.No 362 E Mapusa Bardez Goa	

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune


Sub-Registrar

SUB-REGISTRAR
BARDEZ

Book-1 Document
Registration Number BRZ-BK1-04415-2014
CD Number BRZD737 on
Date 09-10-2014



Sub-Registrar (Bardez)





Scanned By -

**SUB-REGISTRAR
BARDEZ**

Signature:-

Designed and Developed by C-DAC, ACTS, Pune


Delivered to

13/10/14