

THIS DEED OF SALE is made at Panaji,
Tiswadi - Goa on this day of
..... 2021.

BETWEEN

**1. MR. VIVEK KAMLAKANT
AKHADKAR**, son of Mr. Kamlakant
Akhadkar, aged 40 years, businessman,
married, having PAN Card No.
~~ANMFA2259E~~ and AADHAR Card No.
~~6111 1111 1111~~, Mobile No.
9822130175, Indian National and his
wife, **2. MRS. VAIBHAVI VIVEK
AKHADKAR**, wife of vivek Akhadkar,
aged 39 years, housewife, Indian
National, having PAN Card No.
~~ANMFA2259E~~ and AADHAR Card No.
~~6666 6666 7566~~, Mobile No.
8605698855, both residents of H. No.
176, Fondvem, Ribandar, Tiswadi - Goa,
hereinafter referred to as the **VENDORS**

(which expression shall unless repugnant to the context or meaning thereof include their legal representatives, Partners, administrators, nominees and assigns) of the **ONE PART.**

VENDOR NO. 2, **MRS. VAIBHAVI VIVEK AKHADKAR** is represented herein by her power of Attorney holder, **MR. VIVEK KAMLAKANT AKHADKAR**, authorized vide Power of Attorney dated executed before Notary Officer Adv. under Registration No.

AND

MR., son of, aged years, businessman, married, having PAN Card No. and AADHAR Card No.,

Mobile No., Indian National, resident of H. No.,, hereinafter called the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, legal representatives, executors, administrator and assigns) of the **SECOND PART;**

WHEREAS there exist All that piece and parcel of land of third division of the property known as “BRAMAPUR”, situated at Daugim, of Village Ella of Parish of Santa Luiza, within the limits of Village Panchayat of Ella of Parish of Santa Luiza, Taluka Tiswadi and Sub-District of Ilhas, District of North Goa, State of Goa and surveyed under Survey

No. 130/0 of Village Ella of Parish of Santa Luiza, and registered in the Land Registration Office under No. 6148 at pages 148 overleaf of Book B-16 New (hereinafter referred to as the said "Bigger Property").

AND WHEREAS Three Fourth part of the third division of the said bigger property was described in the Land Registration Office of Ilhas Taluka under No. 6152 at pages 148 overleaf of Book B-16 New originally belonged to Mr. Venkatesh Sinai Dhumatkar under No. 3361 at pages 79 overleaf of Book G-9 and not enrolled in the Taluka Revenue Office.

AND WHEREAS One Fourth part of the third division of the said bigger property was described in the Land Registration

Office of Ilhas Taluka under No. 6153 at pages 149 overleaf of Book B-16 New originally belonged to Mr. Vinaeca Ramchandra Sinai Dhumatkar and inscribed in the same office under No. 11400 of Book F-19 and not enrolled in the Taluka Revenue Office.

AND WHEREAS both the Three Fourth Part and the One Fourth Part of the said Bigger Property was subject matter of Inventory Proceedings bearing No. 60/1993 filed before the Court of Civil Judge Senior Division at Panaji – Goa, pursuant to which the said bigger property has devolved on the successors and heirs of the original owners of the said bigger property.

AND WHEREAS vide Deed of Sale and Conveyance dated 23/02/1995, registered before Sub-Registrar of Ilhas, Panaji - Goa under Registration No. 1099 at pages 254 to 332 of Book I of Volume No. 427 dated 07/07/1995, the said bigger property was purchased by Mr. Pascoal Trindade from the successors and heirs of the original owners of the said bigger property.

AND WHEREAS the area admeasuring 1925 sq. mts. of the said bigger property was acquired by the Government of Goa.

AND WHEREAS the balance area admeasuring 97,575 sq. mts. forming part of the said bigger property was partitioned by the said Mr. Pascoal Trindade obtaining separate survey No.

130/1-A vide Order dated 28/01/1997 passed in Partition Case No. LND/Part/49/96 by the Deputy Collector and Sub-Division Officer, Panaji - Goawhich property is hereinafter referred to as the "Said PROPERTY" and more particularly described in the **Schedule - I** herein below.

AND WHEREAS vide Conversion Sanaddated 01/07/1997, bearing No.CNV/TIS/10/97 issued by the Office of the Deputy Collector/Sub-Divisional Officer, North Goa District, Panaji, Goa, the said property was converted from agricultural to non-agricultural use.

AND WHEREAS after obtaining approval dated 02/05/2000 bearing Ref. No.

VP/SOG/75/15/2000-2002 from Village Panchayat of Se Old Goa, the said property was sub-divided into various plots by the said Mr. Pascoal Trindade and the said sub-division project was named and styled as “Ella Crest”.

AND WHEREAS vide Deed of Sale dated 25/04/2013, registered before the Sub-Registrar of Ilhas, Panaji, under Registration No. PNJ-BK1-01086-2014, CD No. PNJD30, the said Mr. Pascoal Trindade sold one such sub-divided plot No. 67, admeasuring an area of 623 sq. mts forming part of the said property, which plot is hereinafter referred to as the “Said PLOT” and more particularly described in the **Schedule - II** herein below, in favour of Mr. Shehan Chris Menezes and his wife, Mrs. Shivonne

Quiana Gracias and Mrs. Sabita Pinto and her husband, Mr. Ashley Jorge Pinto Rebelo.

AND WHEREAS vide Deed of Sale dated 27/08/2015, registered before the Sub-Registrar of Ilhas, Panaji, under Registration No. PNJ-BK1-02258-2015, CD No. PNJD43, the said Mr. Shehan Chris Menezes and his wife, Mrs. Shivonne Quiana Gracias and Mrs. Sabita Pinto and her husband, Mr. Ashley Jorge Pinto Rebelo sold the SAID PLOT in favour of Mr. Vivek Kamlakant Akhadkar.

WHEREAS On 19/5/2016 the Office of the Dy.Town Planner, Town & Country Planning Dept., Panaji, Goa, issued Technical Clearance Order bearing

Ref.No.tis/8514/ELLA/TCP116/695 for
construction of residential building in
the said PLOT.

WHEREAS On 28/10/2020 have
received an order of completion from
the Office of the Dy.Town Planner, Town
& Country Planning Dept., Panaji, Goa,.

AND WHEREAS On 23/7/2020 Village
Panchayat of Se Old Goa granted
Construction Licence NO
VP/SOG/TIS/2020-2021/533 for
construction of residential building in
the SAID PLOT.

AND WHEREAS On 1/12/2020 Village
Panchayat of Se Old Goa granted
occupancy certificate NO
VP/SOG/TIS/2020-2021/940 for

construction of residential building in the SAID PLOT.

AND WHEREAS Vendors constructed a residential/commercial complex on the said PLOT by getting the plan duly sanctioned by the TOWN AND COUNTRY PLANNING DEPARTMENT, Panaji, Goa

AND WHEREAS two shops bearing Shop No..... , admeasuring **sq. mts.** and Shop No., admeasuring **sq. mts.**, herein after collectively referred to as the "SAID PREMISES", is more particularly described in the Schedule-III herein below.

AND WHEREAS Vendors have agreed to sell and the PURCHASER has agreed to purchase the said PREMISES along with undivided rights in the said PLOT for a total sale consideration of **Rs.**
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NOW THIS DEED OF SALE WITNESSETH:

1. That in total sale consideration of **Rs.**.....
..... paid by the PURCHASER by DD no from the bank (the receipt of which the VENDORS hereby duly acknowledge the VENDORS hereby transfer, convey and assign by way of sale unto the PURCHASER all that said PREMISES which PREMISES is more particularly described in SCHEDULE III hereunder and identified in red in the plan

annexed hereto as **Annexure 1** along with the undivided right, title and interest in the said PLOT more particularly described in SCHEDULE II hereunder with the right of the common areas and facilities provided for all the Purchasers of such PREMISES AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Vendors in to out of or upon the 'said PREMISES' or any part thereof TO HAVE AND TO HOLD the said 'PREMISES' hereby conveyed, transferred and assured unto and to the use and benefit of the PURCHASER forever, subject to the payment of all rates, taxes, easements, dues and duties now chargeable upon the same or hereinafter to become payable to Government or to the Village Panchayat

or any other local or public body or authority in respect thereof.

2. That the Vendors do hereby assure the PURCHASER that the said PREMISES herby sold is free from any encumbrances whatsoever and have absolute title and exclusive right to convey the said PREMISES by way of Sale, and there are no impediments whatsoever against such disposition. The Vendors covenant that the said PREMISES is free from any restraint order or injunction order passed by any court of law, and is also free from any adverse observation in any decree of any court. The Vendors covenant that there is no litigation pending regarding the said PREMISES and there is no claim by any third party against the said

PREMISES, on any account whatsoever, and that there is no dispute pending regarding title or possession of the said PREMISES. The Vendors declare that they have not done anything whereby the said PREMISES or any part thereof may be subject to any attachment or lien of any court or person whosoever or mortgaged to any person/s and no litigation is pending in any court of law in respect of the said PREMISES and it is not subject to any acquisition nor have they received any notice or notification with respect to the said PREMISES. The Vendors further declare that they have not aware of any proceedings, at any stage, pertaining to acquisition of the said PREMISES by any authority or government department.

3. The possession of the said PREMISES hereby sold by the Vendors has been handed over to the PURCHASER today at the time of execution of this Sale Deed. PURCHASER shall be entitled to apply for mutation of the said PLOT described in SCHEDULE II hereunder. The PURCHASER shall also be entitled to apply for and transfer in his favour, the said PREMISES hereby purchased in all other public records, Village records, etc. PURCHASER shall also be entitled to apply for transfer of house tax and/or all other documents in respect of the SAID PREMISES before any authority/department standing in favour of the Vendors to his name.

4. That incase any defect is found in the title of said PREMISES hereby sold and/or in the present conveyance, then the Vendors does hereby agree and undertake to obtain necessary clearance and execute necessary deeds and papers at the request of the PURCHASER for more perfectly conveying the said PREMISES sold unto the Purchaser.

5. That the Vendors do hereby assure the Purchaser that the said PREMISES hereby sold is free from any encumbrances whatsoever and has absolute title and exclusive right to convey the said PREMISES by way of sale.

6. That on the execution of this Deed of Sale, the Purchaser shall

and may at all times hereinafter peacefully and quietly enter into and possess the said PREMISES hereby sold without any hindrance, claim, interruption or demand whatsoever from him or from any person claiming through or under him subject to Maintenance agreement executed between the Parties.

7. The Vendors do represent and covenant with the Purchaser as under:-

a. That the said PREMISES is not subject to any litigation nor is the same subject matter of any acquisition by the Government.

b. That the Vendors have not mortgaged the said PREMISES in favour of any entity/person and/or have not

created any encumbrance of whatsoever nature in respect of the said PREMISES.

c. That the Vendors are absolutely entitled to execute these presents and no approval/permission is required to be obtained from any authority or third party/person.

8. All the expenses whatsoever for the transfer of the said PREMISES including Stamp Duty and Registration fee, Etc. will be borne by the Purchaser.

9. The Purchaser shall from the date of possession, maintain the Said Premises, the walls, Elevator partition walls, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done

anything in or to the Said Premises and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Municipal Council or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

10 the vendor and the purchaser will execute an maintenance agreement in order to maintain the premise for the period of five years and the vendor will pay monthly payment 1500/- per month .

11. The Vendors and the Purchaser hereby declare that the PLOT and the said PREMISES in transaction do not

belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

12. Price paid corresponds to the market value of the said PREMISES and accordingly stamp duty of **Rs./- (Rupees Only)** is affixed herewith.

SCHEDULE I

All that piece and parcel of land of third division of the property known as "BRAMAPUR", situated at Daugim, of Village Ella of Parish of Santa Luiza, within the limits of Village Panchayat of Ella of Parish of Santa Luiza, Taluka Tiswadi and Sub-District of Ilhas, District of North Goa, State of Goa and surveyed under Survey No. 130/0 of Village Ella of Parish of Santa Luiza,

admeasuring 97575 sq. mts., and registered in the Land Registration Office under No. 6148 at pages 148 overleaf of Book B-16 New.

SCHEDULE II

All THAT Plot admeasuring an area of **623** sq. mts., denominated as Plot No. **67**, Surveyed under Survey No. 130/1-A of Village Se Old Goa which is the subdivided developed plot forming part of the said property more particularly described in Schedule I hereinabove and bounded as under:

To the East : By 10 mtrs. road;
To the West : By Plot No. 68 & 70;
To the North : By 8 mtrs road
To the South : By 10 mtrs. road.

SCHEDULE III

All that Shop bearing No., admeasuring **sq. mts. and** Shop No., admeasuring **sq. mts.** constructed on the said plot more particularly described in schedule III hereinabove

IN WITNESSES WHEREOF the parties hereto have signed this Deed of Sale, the date, month and the year first hereinabove written

SIGNED SEALED AND DELIVERED BY THE WITHINAMED VENDORS

MR. VIVEK KAMLAKANT AKHADKAR

For himself and as Power of Attorney Holder of **MRS. VAIBHAVI VIVEK AKHADKAR**

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SIGNED SEALED AND DELIVERED
BY THE WITHINAMED PURCHASER

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In the presence of:-

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2. -----