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SAPAMA BERRIER CO-OP, MSG SOCKETY LT ST.JOQUEN ROAD, BORDA, MARGAO - GOA 483 682

D-5/STP(V)/C.R./35/3/2011-RD

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Name of Purchaser ROOF MAKERS REALTORS

Anthorised Signatory



# **DEED OF SALE**

[ Inv ]:

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THIS DEED OF SALE is made at Margao, Goa, on this 22nd day of July 2019 - BETWEEN -

(1)(a) MR. AKBAR MAVANY, son of late Abdul Javerbhai Mavany, aged 48 years, married, businessman, PAN Card No.AARPM8268K, Aadhaar Card No.3181 5398 6520, Mobile No.8888498899, and his wife (b) MRS. SAPNA MAVANY, daughter of Mr. Murad Noorani, aged 48 years, housewife, PAN Card No.AARPM8269J, Aadhaar Card No.3016 8546 9681, Mobile No.8297018899, both Indian Nationals, from H.No.38, Saudades Road, Pajifond, Margao, Goa 403 601 at present residing at 4D/E, 4th floor, Indraprastha, Martires Dias Road, Near Jamia Masjid, Malbhat, Margao, Goa, hereinafter referred to as the "VENDORS" of the ONE PART - AND -

(2) MR. MUJIB SHAIKH, son of Mr. Hidayat Shaikh, aged 47 years, widower, PAN Card No. AIIPS5558H, Aadhaar Card No.4511 7227 7918, Mobile No.9890015335, sole proprietor of M/S. ROOF MAKERS REALTORS, having office at AS8, second floor, Pancharatna, Margao, Goa, Indian National, resident of F-5, Lima Residency, Fatorda, Margao, Goa 403 601, hereinafter referred to as the "PURCHASER" of the OTHER PART.

Each of the expressions "THE VENDORS" and "THE PURCHASER" herein used shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns.

WHEREAS there exists an immovable property denominated as "MALBOTA" (4thLote), situated at Pajifond, Margao, within the area of Margao

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Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.33577 of New Series, enrolled in the Land Revenue Office of Salcete under Matriz No. 2855 and surveyed under Chalta No.188 of P.T.Sheet No.230, having an area of 985 sq. mts, wherein there exists a house, and more particularly described in the SCHEDULE hereunder and hereinafter referred to as the "said property";

AND WHEREAS the said property originally belonged and owned by Mr. Badruddin Hussenbhai Mavani and his wife Mrs. Daulat Badruddin Mavani;

AND WHEREAS by Agreement dt.16th February 1972 said Mr. Badruddin Hussenbhai Mavany and his wife Mrs. Daulat Badruddin Mavani agreed to sell the said property to Mr. Abdul Javerbhai Mavani alias Abdul Javerbhai Mavany from Margao;

AND WHEREAS as per the said Agreement said Mr. Abdul Javerbhai Mavani alias Abdul Javerbhai Mavany and his wife paid to said Mr. Badruddin Hussenbhai Mavani and his wife the agreed consideration and took possession of the said property;

AND WHEREAS as the title of the said property was not transferred by said Mr. Badruddin Mavani and his wife to said Mr. Abdul Javerbhai Mavany and his wife for a considerable time, a Civil Suit under Special Civil Suit No.147/1988/B was filed by said Mr. Abdul Javerbhai Mavany alias Abdul Javerbhai Mavani and his wife in the Court of the Addl. Civil Judge, Sr. Dvn, Margao against said Mr. Badruddin

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Husseinbhai Mavany and his wife, which suit was decreed by Consent Decree passed on 07th November 1995, whereby it has been declared that said property has been sold and transferred to said Mr. Abdul Javerbhai Mavany alias Abdul Javerbhai Mavani and his wife;

AND WHEREAS thus said Mr. Abdul Javerbhai Mavany alias Abdul Javerbhai Mavani and his wife became sole owners and possessors of the said property;

AND WHEREAS said Mr. Abdul Javerbhai Mavany alias Abdul Javerbhai Mavani and his wife expired leaving behind the VENDORS herein as only heirs and successors and they have been qualified so by virtue of Deed of Succession drawn on Notary Exofficio of Salcete, Margao on 21st July 2015 recorded at folios 32V to 33V of Deeds Book No. 1613;

AND WHEREAS the VENDORS are now sole owners and possessors of the said property along with the house existing therein;

AND WHEREAS the VENDORS have represented to the PURCHASERS that -

a) the VENDORS are now sole owners and possessors of the said property with house and no other person/s have any right, title or interest therein of whatsoever nature;

b) the said property with house existing therein is free from all encumbrances, charges, liens or defects in title whatsoever nature;

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- c) the said property and house existing therein is not subject to any land acquisition proceedings or any other proceedings or any litigations whatsoever;
- d) the said property and house existing therein is not subject to any attachments or litigations from any Court of law;
- e) the VENDORS have clear and marketable title to the said property and house existing therein;

AND WHEREAS believing the said representations as true, the PURCHASER approached the VENDORS for purchase of the said property with house existing therein;

AND WHEREAS the VENDORS have agreed to sell and the PURCHASER has agreed to purchase the said property along with the house existing therein for total consideration of Rs.4,50,00,000/- (Rupees four crores fifty lakhs only) which is its fair market value;

# NOW THIS DEED WITNESSETH AS UNDER:

1. That pursuance of the said agreement and in consideration of the sum of Rs.4,50,00,000/-(Rupees four crores fifty lakhs only) out of which an amount of Rs.4,50,000/- has been deducted as 1% TDS under Sec.194-IA of Income Tax Act and paid to Income Tax Department on account of the VENDORS and from the balance amount of Rs.4,45,50,000/- an amount of Rs.1,25,75,000/- was paid to the VENDORS before execution of these presents as advance in instalments and from balance amount of Rs.3,19,75,000/- an amount of Rs.1,00,00,000/- was adjusted with the cost of

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construction of two flats of 100 (one hundred) sq.mts carpet area each with two stilt parkings on the basement/lower ground floor retained by VENDORS, namely Flat Nos.A-001 and A-002 the fifth floor in proposed building in the said amount for balance and property Rs.2,19,75,000/-, the PURCHASER issued five post dated cheques, namely (a) Cheque No.000024 dt. 22.10.2019 for Rs.50,00,000/- in favour of the Vendor, Mrs. Sapna Mavany, (b) Cheque No.000025 dt. 22.0.1.2020 for Rs.50,00,000/- in favour of Vendor, Mr. Akbar Mavany, (c) Cheque No.000027 dt. 22.03.2020 for Rs.50,00,000/- in favour of Vendor, Mrs. Sapana Mavany, (d) Cheque No.000026 22.03.2020 for Rs.50,00,000/- in favour of Vendor, Mr. Akbar Mavany and (e) Cheque No.000036 dt. 22.03.2020 for Rs.19,75,000/- in favour of Vendor, Akbar Mavany, the receipt whereof the VENDORS hereby admit and acknowledge, they the VENDORS as owners and possessors hereby convey, sell, transfer, assign and assure by way of sale UNTO the PURCHASER ALL THAT the said property known as "MALBOTA" (4thLote), situated at Pajifond, Margao, Goa, more particularly described in the SCHEDULE hereunder and shown in the plan annexed hereto, TOGETHER WITH house existing therein and all the things permanently attached thereto or standing thereon and all the privileges, profits, advantages, rights easements, appurtenances whatsoever to the said land and other the premises or any part thereof belonging to anywise appurtaining thereto AND ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the

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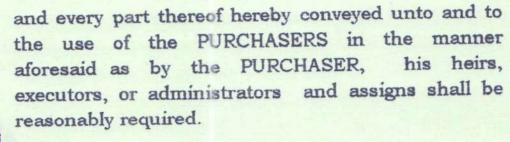
VENDORS to the said property hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto and to the use and benefit of the PURCHASER absolutely and forever.



- 2. The VENDORS hereby covenant with the PURCHASER that -
- a) the VENDORS now have in themselves good right and full power to convey and transfer by way of sale the said property hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid;
- b) the PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said property hereby conveyed with their appurtenances and receive the profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the VENDORS or by any person/s claiming or to claim, from, under or in trust for them or any of them;
- c) the VENDORS and all persons having or claiming any estate, right, title or interest in the said property hereby conveyed or any part thereof by, from, under or in trust for the VENDORS or their executors, administrators, successors, partners or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASERS do and execute and cause to be done and executed all such further and other lawful acts, deeds, things whatsoever for better and more perfectly and absolutely granting the said property

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d) the PURCHASER shall hold the said property free and clear and freely and clearly and absolutely 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 states, title, charges, encumbrances whatsoever made, occasioned or suffered by the VENDORS or by any person/s claiming or to claim by, from, under or in trust for them.

The PURCHASER shall construct and allot to 3. the VENDORS the said two flats, namely Flat Nos.A-001 and A-002 with carpet area of 100 sq.mts each, with two stilt parkings on basement/upper ground floor to be allotted and constructed for the VENDORS towards the part of consideration of sale, within a period of 36 (thirty six) months from the date of obtaining construction licence and shall be constructed as per specifications annexed hereto. The VENDORS shall pay all house tax, deposits and charges, maintenance charges etc. in respect of the said flats to be allotted and constructed for them. The VENDORS further shall become members of any housing society or any other body formed in said building complex and papers, forms, declarations, sign membership fee, contributions, stamp registration charges etc. In case of delay

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attributable to the PURCHASER for completion and handing over the possession of the said two flats with two stilt parking entitled the VENDORS to claim compensation from the PURCHASER at the rate of Rs.10,000/- per month per flat for the period of delay.

4. The building complex to be constructed in the said property shall be named as "ROOFMAKERS BASERA RESIDENCY".

### SCHEDULE

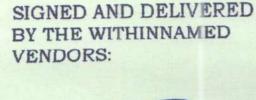
(Description of the said property hereby sold)

property denominated as All that immovable "MALBOTA" (4thLote), situated at Pajifond, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.33577 of New Series, enrolled in the Land Revenue Office of Salcete under Matriz No. 2855 and surveyed under Chalta No. 188 of P.T.Sheet No.230, having an area of 985 sq. mts, wherein there exists a house, bounded on the east by Saudades Road, on the west by property under Chalta No. 1 of P.T.Sheet No.230, on the north by property under Chalta No.81 of P.T.Sheet No.230 and on the south by property under Chalta Nos.3, 4 and 5 of P.T. Sheet No.230.

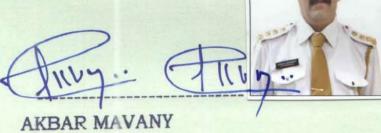
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective handsand signatures on the day, month, year and place first hereinabove mentioned.

July Sapra. A. Mavary

MARKET

















Right Hand Finger Prints







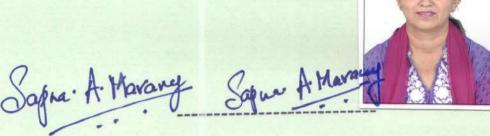




Left Hand Finger Print

Sapra: A. Marany
MWM

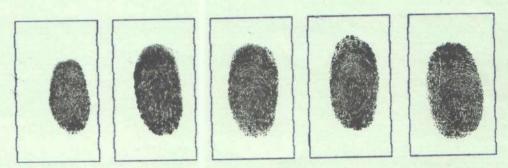




SAPANA MAVANY



Right Hand Finger Prints



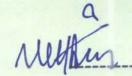
Left Hand Finger Prints

Sapra. A. Mavary

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SIGNED AND DELIVERED BY THE WITHINNAMED PURCHASER:





MUJIB SHAIKH











Right Hand Finger Prints











Left Hand Finger Prints

Sagna. A. Mavany

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WITNESSES: Antonio Rosario Barreto H. Mo. 128, Grande Vanelini, Colva, Salcate - Goa.

Karichak (chhapki), kari chak, Begusarai chhapki Bihar, 85 1131



### GOVERNMENT OF GOA Directorate of Settlement and Land Records Office of Inspector o 'Survey and Land Records MARGAO-GOA

Plan Show ng plots situated at

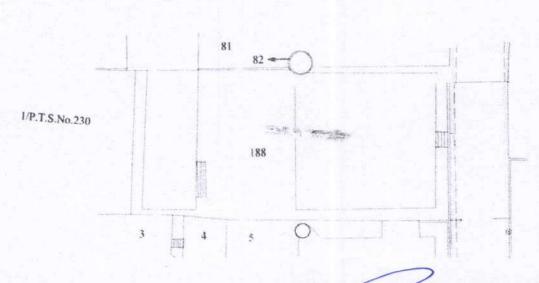
Village: N ARGAO Taluka: S .LCETE

P.T.Sheet 4o.230/Chalta No. : 188 Scale :1:500

Inward No:CMAR18/4604

(Savio C.Silveira) Inspector of Survey & Land Records Margao-Goa





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On: 24-01-2019

Compared By: R.B.Gaude



### Government of Goa

## **Document Registration Summary 2**

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

Print Late & Time : - 24-Jul-2019 11:07:07 am

Document Serial Number :- 2019-MGO-1964

Presented at 11:07:25 am on 24-Jul-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar,

Salcete along with fees paid as follows

Sr.No	Description	Rs.F	Ps
1	Stamp Duty	20250	000
2	Registration Fee	15750	000
3	Mutation Fees	100	0
4	Processing Fee	440	)
		Total 3601	440

Stamp Duty Required: 2025000

Stamp Duty Paid: 2025000

#### Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
	MUJIB SHAIKH ,S/o - D/o Hiodayat Shaikh Age: 47, Marital Status: Widower ,Gender:Male,Occupation: Business, Address1 - F-5, Lima Residency, Fatorda Margao Goa, Address2 - , PAN No.: AIIPS5558H			Mulher

### Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	AKBAR MAVANY ,S/o - D/o Abdul Javerbhai Mavany Age: 48,  Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - 4D-E 4th Floor, Indraprastha, Martires Dias Road, Near Jamia Masjid, Malbhat, Margao Goa., Address2 - , PAN No.: AARPM8268K			A STORY
2	SAPNA MAVANY ,S/o - D/o Murad Noorani Age: 48,  Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - 4D-E 4th Floor, Indraprastha, Martires Dias Road, Near Jamia Masjid, Malbhat, Margao, Goa, Address2 - , PAN No.: AARPM8269J			Ballia A. Maray

Sr.NO	Party Name and Address	Photo	Thumb	Signature
69	MUJIB SHAIKH ,S/o - D/o Hiodayat Shaikh Age: 47, Marital Status: Widower ,Gender:Male,Occupation: Business, Address1 - F-5, Lima Residency, Fatorda Margao Goa, Address2 - , PAN No.: AIIPS5558H	2		moffin

#### Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Antonio Rosario Barreto, 56 ,1962-10-26 ,9637092281 , ,Service ,			Barrolo
2	Shamshad, 49 ,1970-02-10 ,9890015335 , ,Service , Marital status : Married 403601 Margao, Salcete, SouthGoa, Goa	75		Had

Sub Registrar



### Document Serial No:-2019-MGO-1964

Book :- 1 Document

Registration Number :- MGO-1-1904-2019

Date: 24-Jul-2019

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

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