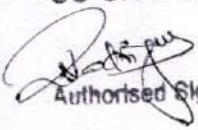
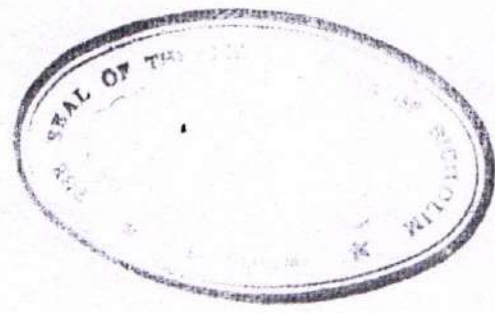


Three lakhs fifty eight thousand five hundred only  
CITIZEN CREDIT CO-OP BANK LTD भारत 23844 NON JUDICIAL गोजा (only)  
SURVEY NO. 125/2, PLOT NO. 158 138936 JUN 12 2019  
NEAR TEEN BUILDING  
ALTO, PORVORIM  
BARDEZ - GOA - 403521 zero three five eight five zero zero 15:29  
D-5/STP(V)/C.R./35/34/2011-RD R.s.0358500/- PB7147  
INDIA STAMP DUTY GOA

For CITIZEN CREDIT™  
CO-OP. BANK LTD.  
  
Authorized Signatory

Name of Purchaser M/S SALDANHA DEVELOPERS PVT LTD

SX-NO-2019-BCH-349  
13/06/19



**DEED OF SALE CUM MORTGAGE**

This **DEED OF SALE CUM MORTGAGE** is made on this 12<sup>th</sup> day of the month of June of the year Two Thousand and Nineteen at Bicholim -Goa.

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**BETWEEN**

1) **SHRI. KRISHNA NAGESH NAIK** alias **CRISNA NAGEXA NAIQUE** alias **PRAKASH NAIK**, son of Nagesh Naik 'alias' Nagexa Naique, age 76 years, married, landlord, Indian National, holder of PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] and his wife

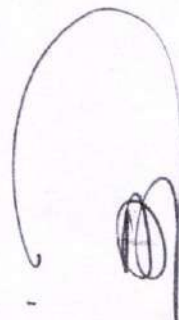
2) **SMT. SINDHU KRISHNA NAIK** alias **SINDHU CRISNA NAIQUE**, wife of Mr. Krishna Nagesh Naik, age 67 years, married, Housewife, Indian National, holder of PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED], both residents of H. No. 116, Feira Baixa, Mapusa- Goa, hereinafter referred as "**SELLERS/MORTGAGEES**" (which expression shall unless repugnant to the context or meaning there of shall be deemed to include their heirs, executors, administrators and assigns) **OF THE ONE PART.**

**AND**

**M/S. SALDANHA DEVELOPERS PVT. LTD**, a company incorporated under the Indian Companies Act 1956, having its Registered Office at 5/6, Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai - 400 016 and Branch Offices at 302, Mathias Plaza, 18<sup>th</sup> June Road, Panaji, Goa and DS-1, 2, Pancharatna, Martires Dias Road, Margao, Goa, having Permanent Account No. [REDACTED], duly represented by its Managing Director **MR. BENEDICT SALDANHA**, age 58 years, son of late Mr. Joseph M. Saldanha, Married, Business, Indian National, holding Permanent Account No. [REDACTED] and Aadhaar card no. [REDACTED], residing at La Marvel Colony, Dona Paula, Ilhas - Goa, hereinafter referred as "**PURCHASER/MORTGAGOR**" (which expression shall unless repugnant to the context or meaning there of shall be deemed to include its heirs, executors, administrators and assigns) **OF THE OTHER PART.**

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WHEREAS there exist a property bearing Survey No. 260/1-C situated at Mulgao admeasuring 1700 square meters and in the survey record same is recorded as "BHATWADI" and the said property is also known as "BOTWADO CUTTUBONA MARGACODIL" inscribed in Land Registration No. 105 of Book B (Old Series) of Bardez situated in the village of Mulgao Taluka and Sub -District of Bicholim District of North Goa.

**AND WHEREAS** by way of a Gift Deed dated 12/04/1931 Crisna Nagexa Naique Boto Purohit gifted his properties to his sons namely Nagexa Naique, Naraina Crisna Naique, Givoloma Crisna Naique Purohit and Vencatexa Crisna Naique, in the said Gift Deed the above property having land Registration No. 105 of Book B old of Bardez is included.

**AND WHEREAS** on 21/12/1932, the right to one eight of the property having Land Registration No. 105 of B old of Bardez has been inscribed in favour of Nagexa Naique as per document having Serial No. 9401 of 21/12/1932.

**AND WHEREAS** an Inventory Proceeding was initiated upon the death of Nagesha Crisna Naique and his wife Chandrabhaga Naique in which names of all the interested parties claiming through Nagexa Crisna Naique and his wife were parties to the said Inventory Proceedings. The said proceedings were initiated by Ramakant Nagesh Naik in the court of Civil Judge Senior Division at Ponda under Inventory Proceeding No. 65/2003/A.

**AND WHEREAS** in the said Inventory Proceedings, the property surveyed under Survey No. 260 of Mulgao village was included and the same was separated and part of the property was allotted to Crisna Nagexa Naique and Sindhu Crisna Naique and the said property was described at Item no. 2 in the said Inventory Proceedings and properties allotted to Crisna Nagexa Naique and Sindhu Crisna Naique were fully described in Schedule V of the

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said Inventory Proceedings in which the property which the **SELLERS/MORTGAGEES** have decided to sell is shown therein.

**AND WHEREAS** after the allotment of the property to the **SELLERS/MORTGAGEES** the **SELLERS/MORTGAGEES** have included their name in the occupants column of the survey record and have partitioned the same whereby a separate survey number namely Survey No. 260/1-C of Mulgao village is allotted and accordingly exclusive name of the **SELLERS/MORTGAGEES** is shown therein.

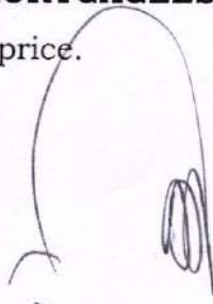
**AND WHEREAS** survey of village was conducted in the year 1969-1970 and from that time, the name of Nagesh Krishna Naik is shown in Survey record and after inventory Proceedings name of Krishna Nagesh Naik and Sindhu Naik is recorded as per section 96 of Goa, Daman and Diu Land Revenue Code which justifies that the name of the predecessor of **SELLERS/MORTGAGEES** and **SELLERS/MORTGAGEES** is in survey record for last more than 40 years.

**AND WHEREAS** the **SELLERS/MORTGAGEES** have agreed to sell to the **PURCHASER/MORTGAGOR** the piece and parcel of land or plot bearing Survey No. 260/1-C of Mulgao village at and for the total consideration of Rs. 75, 00,000/- (Rupees Seventy Five Lakhs Only) free from encumbrances charges and liens and the said piece and parcel of land agreed to be sold is shown in the plan annexed hereto delineated in red.

**AND WHEREAS** the **PURCHASER/MORTGAGOR** has agreed to purchase the aforesaid piece and parcel of land at and for the aforesaid price free from all encumbrances, charges and liens and the **PURCHASER/MORTGAGOR** has agreed to pay the price in installments and has further agreed to mortgage the said piece and parcel of land to the **SELLERS/MORTGAGEES** to secure the payment of the remaining part of the price.

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**NOW THEREFORE THE WITNESSES OF THIS DEED AS UNDER:**

(1) In pursuance of the said agreement and in the total consideration Rs. 75, 00,000/- (Rupees Seventy Five Lakhs only) out of which the **PURCHASER/ MORTGAGOR** do hereby has paid today to the **SELLERS/MORTGAGEES** the sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only ) by way of a Cheque with Cheque No. 005118 dated 12/06/2019 drawn on Oriental Bank of Commerce, Panaji Branch (the receipt whereof the **SELLERS/MORTGAGEES** acknowledge and admit) to the Sellers/Mortgages, the balance amount being payable on the terms and conditions hereinafter appearing, they the **SELLERS/MORTGAGEES** do hereby grant, sell, assign, convey and assume and assure unto the **PURCHASER/MORTGAGOR** all the piece and parcel of land or the plot surveyed under Survey No. 260/1-C of the aforesaid property "Bhattwadi" also known as "Botvado Cuttubona Margocodil" same is inscribed in Land Registration No. 105 of Book B (Old series) of Bardez and enrolled in Taluka Revenue Office of Bicholim Taluka under No. 731 and the said piece and parcel of land or plot sold is shown in the plan annexed hereto delineated in red and is more particularly described in the Schedule hereunder written, together with all and singular areas, plants, trees, lights, liberties, easements, profits, privileges, paths, passages, advantages, rights, members and appurtenances whatsoever to the said piece and parcel of land belonging to or in

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any way appertaining to or with the same or any part heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof or to be appurtenant thereto and all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the **SELLERS/MORTGAGEES** unto, out of or upon the said piece and parcel of land or ground or any part thereof TO HAVE AND TO HOLD the same piece and parcel of land or ground And all and singular and other premises hereby granted, sold, assigned, released, conveyed, assured and confirmed or intended so to be, with their and every of their rights, members and appurtenances unto and to the rents, taxes, assessments, rates duties-now chargeable upon the same or which may be hereafter become payable in respect thereof to the Government or any local authority of public body.

The balance amount of consideration namely, the sum of Rs. 60, 00,000/- (Rupees Sixty Lakhs Only) shall be paid in installment by the **PURCHASER/MORTGAGOR** as follows and more better detailed in Schedule II.

- (a) On 12<sup>th</sup> September 2019, the sum of Rs. 15, 00,000/- (Rupees Fifteen Lakhs Only) by way of a cheque with cheque No. 005114 dated 12/09/2019 drawn on Oriental Bank of Commerce Panaji Branch.

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(b) On 12<sup>th</sup> December 2019, the sum of Rs. 15, 00,000/- (Rupees Fifteen Lakhs Only) by way of a cheque with cheque No. 005115 dated 12/12/2019 drawn on on Oriental Bank of Commerce, Panaji Branch.

(c) On 12<sup>th</sup> March 2020, the sum of Rs. 15, 00,000/- (Rupees Fifteen Lakhs Only) by way of a cheque with cheque No. 005116 dated 12/03/2020 drawn on Oriental Bank of Commerce, Panaji Branch.

(d) On 12<sup>h</sup> June 2020, the sum of Rs. 15, 00,000/- (Rupees Fifteen Lakhs Only) by way of a cheque with cheque No. 005117 dated 12/06/2020 drawn on Oriental Bank of Commerce, Panaji Branch.

In the event there is any default by the **PURCHASER/MORTGAGOR**, the **PURCHASER/MORTGAGOR** agrees to pay interest calculated at twelve percent on the outstanding payment after allowing fifteen days grace period from the date of payment.

(2) The **SELLERS/MORTGAGEES** do and each of them doth hereby for himself or herself, his or her heirs, executors and administrators covenant with the **PURCHASER/MORTGAGOR** as follows:

(a) That notwithstanding any act, deed, matter or thing whatsoever by the **SELLERS/MORTGAGEES** or any

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person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, due, committed, omitted or knowingly or willingly suffered to the contrary, they the **SELLERS/MORTGAGEES** now have on themselves good right and full power and absolute authority to grant, convey, transfer and assure the said premises hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the **PURCHASER/MORTGAGOR**.

- (b) That it shall be lawful for the **PURCHASER/MORTGAGOR** from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and enjoy the said premises hereby granted, conveyed, transferred and assured with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from the **SELLERS/MORTGAGEES** or their successors or assigns or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them or any of them

- (c) That free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or



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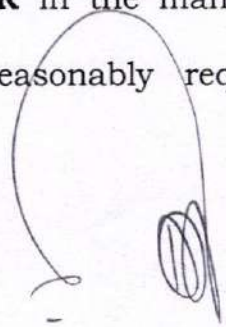


otherwise by the **SELLERS/MORTGAGEES**, subject to the mortgage hereunder, well and sufficiently saved defended, and kept harmless and indemnified of, from and against all former and other estates titles charges and encumbrances whatsoever either already or hereafter made, executed or occasioned or suffered by the Sellers/Mortgagees or by any person or persons lawfully or equitably claiming or claim by from under in trust for them or any of them.

- (d) They the **SELLERS/MORTGAGEES** and all persons having or lawfully or equitably claiming any estate right, title or interest at law or in equity in the said premises hereby granted, conveyed, transferred and assured or any part thereof by, from, under or in trust for them, the **SELLERS/MORTGAGEES** or their heirs or any of them shall and will from time to time and at all times hereafter at the request and cost of the **PURCHASER/MORTGAGOR** do and execute and cause to be done and executed all such further or other lawful and reasonable acts, deeds, matters, things and conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting unto and to the use of the **PURCHASER/MORTGAGOR** in the manner aforesaid,, and shall or may be reasonably required by the

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**PURCHASER/MORTGAGOR** for assuring the said premises and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the **PURCHASER/ MORTGAGOR** in the manner aforesaid.

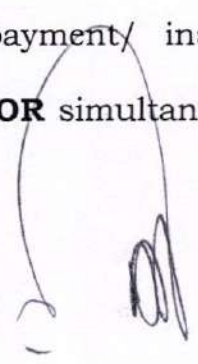
(e) The name of Krishna Nagesh Naik and Sindhu Naik figures correctly as occupant in Form I and XIV of the Land Records in respect of plot bearing survey no under Survey No. 260/1-C, of Mulgao Village of Bicholim Taluka.

(f) The **SELLERS/MORTGAGEES** do hereby further declares that they have no objection to the mutation of the survey record of rights pertaining to the said property and to include the name of the **PURCHASER/ MORTGAGOR** in the record of rights and thereby to enter the names of the **PURCHASER/ MORTGAGOR** in the occupant column of the form I & XIV in relation to the said property.

(g) The **SELLERS/MORTGAGEES** covenants with the **PURCHASER/ MORTGAGOR** that upon the payment of final installment, the said mortgaged property shall be deemed released And/ or the **SELLERS/MORTGAGEES** shall release the final payment/ installment to the **PURCHASER/ MORTGAGOR** simultaneously on signing

10/10/2018

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of the Release Deed by and between the **SELLERS/MORTGAGEES** and the **PURCHASER/MORTGAGOR** in view of the fact that all the amounts due and payable to the **SELLERS/MORTGAGEES** have been paid and/or have been effected to the **SELLERS/MORTGAGEES** by the **PURCHASER/MORTGAGORS**.

NOW THIS DEED FURTHER WITNESSETH AS FOLLOWS:

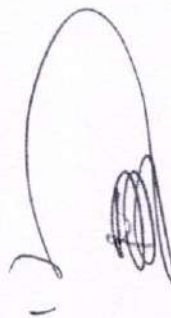
(3) In pursuance of the said agreement and in consideration of the sum of Rs. 60,00,000/- (Rupees Sixty lakhs only) ,due by the **PURCHASER/MORTGAGOR** to the **SELLERS/MORTGAGEES**, the **PURCHASER/MORTGAGOR** as security for the sum of Rs.60,00,000/- (Rupees Sixty lakhs only) and as beneficial owner hereby transfers unto the **SELLERS/MORTGAGEES** by way of simple Mortgage the afore piece and parcel of land, the plot surveyed under Survey No. 260/1-C of Mulgao Village of Bicholim Taluka.

(4) The present market value of the property sold is Rs. 75, 00,000/- (Rupees Seventy Five lakhs only).

(5)The stamp duty and the registration fees with respect to this instrument is paid by the **PURCHASER/MORTGAGOR** and the stamp duty and registration fees for the release deed to be executed in future shall be borne by the **PURCHASER/MORTGAGOR**.

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**SCHEDULE**

All that property bearing Survey No. 260/1-C of Mulgao village which is known as "Bhattwadi" also known as "Botvado Cuttubona Margocodil" same is inscribed in Land Registration No. 105 of Book B (Old series) of Bardez and enrolled in Taluka Revenue Office of Bicholim Taluka under No. 731. The said property is recorded in Survey record as "Bhatwadi" admeasuring 1700 sq. mts and bounded as under:

EAST : By property bearing survey no. 260/1-D belonging to Mrs. Neera Arvind Naik and Mr. Arvind Nagesh Naik.

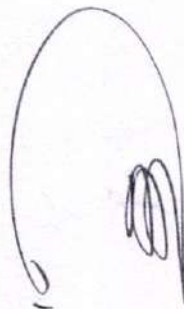
WEST : By Nulla/ Rain water drain.

NORTH : By a Private internal Road

SOUTH : By Mapusa Bicholim Road.

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**SCHEDULE -II**

Sr No	AMOUNT	CHEQUE DETAILS	DATE OF PAYMENT
1.	Rs. 15,00,000/-	Cheque No. 005118 dated 12/06/2019 drawn on Oriental Bank of Commerce, Panaji Branch.	At the time of Signing the Deed of Sale cum Mortgage.
2.	Rs. 15,00,000/-	Cheque No. 005114 dated 12/09/2019, drawn on Oriental Bank of Commerce, Panaji Branch.	12/09/2019
3	Rs. 15,00,000/-	Cheque No. 005115 dated 12/12/2019, drawn on Oriental Bank of Commerce, Panaji Branch.	12/12/2019
4.	Rs. 15,00,000/-	Cheque No. 005116 dated 12/03/2020 drawn on Oriental Bank of Commerce, Panaji Branch	12/03/2020
5.	Rs. 15,00,000/-	Cheque No. 005117 dated 12/06/2020 Drawn on Oriental Bank of Commerce Branch.	12/06/2020
			<b>Total = Rs. 75,00,000 /-</b>

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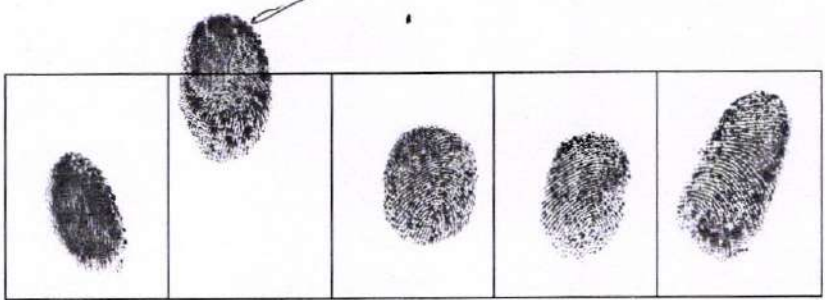


**IN WITNESS WHEREOF** the **SELLERS/MORTGAGEES** and the **PURCHASER/MORTGAGOR** have signed these presents on the day and the year first above mentioned in the presence of witnesses.

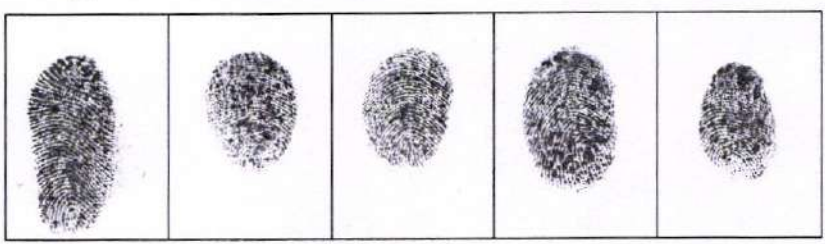
SIGNED AND DELIVERED  
BY THE WITHIN NAMED  
SELLERS/MORTGAGEES

**1. SHRI. KRISHNA NAGESH NAIK** alias **CRISNA NAGEXA NAIQUE** alias **PRAKASH NAIK**

*Kr Naik*



**Finger Print of left hand**



**Finger Print of right hand**

*Kr Naik*

*S Naik*

A large, stylized handwritten signature in black ink.

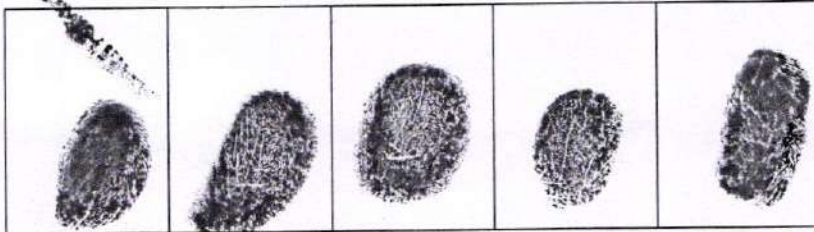


2) SMT. SINDHU KRISHNA NAIK alias SINDHU CRISNA NAIQUE

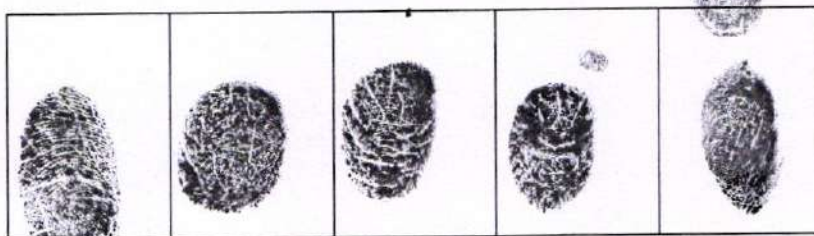
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Finger Print of left hand



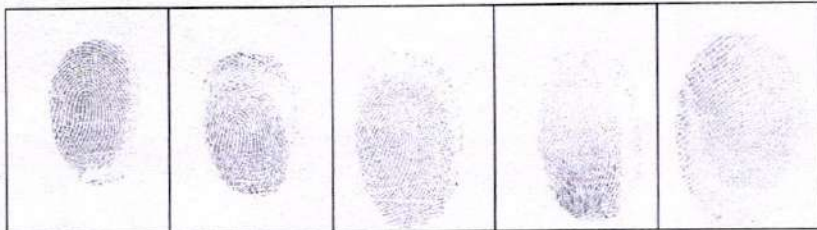
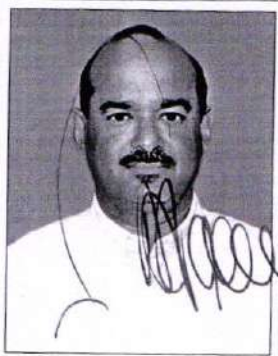
Finger Print of right hand

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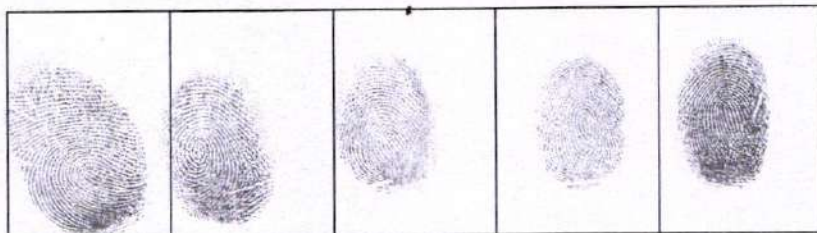
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SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
PURCHASER/MORTGAGOR

1) **M/S.SALDANHA DEVELOPERS PVT. LTD** duly represented by  
its Managing Director **MR. BENEDICT SALDANHA**




**Finger Print of left hand**



**Finger Print of right hand**

**WITNESSES: -**

- 1) Saio Sunil Rebello 
- 2) Krishna Kesar Aas

Kravar

Sraik





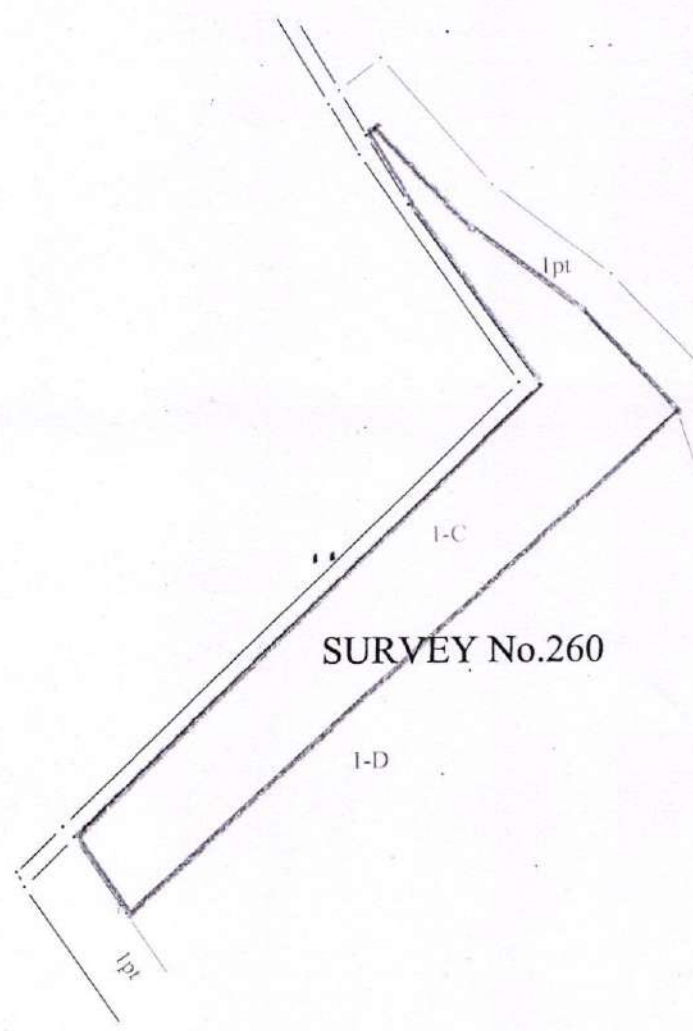
GOVERNMENT OF GOA  
 Directorate of Settlement and Land Records  
 PANAJI-GOA

Inward No. 21478



Plan Showing plots situated at  
 Village : MULGAO  
 Taluka : BICHOLIM  
 Survey No./Subdivision No. : 260/1-C  
 Scale : 1:1000

*Amlunaya*

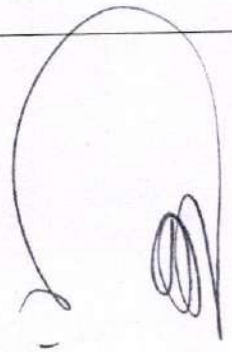


SURVEY No.260

Generated By : Ajay Sawant  
 On : 18-12-2014

*Intermarked*  
 18/12/14  
 R. May  
 Compared By: C.H.S.

*KANAK*



*SIVAIK*



## Government of Goa

### Document Registration Summary 2

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

Print Date & Time : - 13-Jun-2019 11:06:28 am

Document Serial Number :- 2019-BCH-349

Presented at 11:06:16 am on 13-Jun-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bicholim along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	210000
2	Registration Fee	150000
3	Mutation Fees	2500
4	Processing Fee	290
<b>Total</b>		<b>362790</b>

Stamp Duty Required :210000

Stamp Duty Paid : 210000

#### Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Benedict Saldanha ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - 5 6 Pawan Palace, Sitaldevi Temple Road Mahim, Mumbai- 4000016, Address2 - , PAN No.: [REDACTED]			

#### Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Krishna Nagesh Naik Alias Crisna Nagexa Naique Alias Prakash Naik ,S/o - D/o Nagesh Naik Alias Nagexa Naique Age: 73, Marital Status: Married ,Gender:Male,Occupation: Service, Address1 - H.No. 116, Feira Baixa, Mapusa-Goa, Address2 - PAN No.: [REDACTED]			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	<p><b>Sindhu Krishna Naik Alias Sindhu Crisna Naique ,S/o - D/o</b>  <b>Jaiwant Mahadev Shenvi Kakodkar</b>  Age: 65,  <b>Marital Status: Married ,Gender:Female,Occupation:</b>  Housewife, <b>Address1 - H.No. 116, Feira Baixa, Mapuša-goa,</b>  <b>Address2 - ,</b>  <b>PAN No.:</b> [REDACTED]</p>			
3	<p><b>Benedict Saldanha ,S/o - D/o</b>  Age: ,  <b>Marital Status: ,Gender:,Occupation: , Address1 - 5 6</b>  Pawan Palace, Sitaldevi Temple Road Mahim, Mumbai-  4000016, <b>Address2 - ,</b>  <b>PAN No.:</b> [REDACTED]</p>			

**Witness:**

I/We individually/Collectively recognize the Mortgagor, Mortgagee,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p><b>Krishna Anil Kasar, 36 , ,8308138600 , ,Service , Marital</b>  <b>status : Married</b>  403524, H. no. 210/D Deulwada Paliem Pernem Taluka North  Goa District Goa, H. no. 210/D Deulwada Paliem Pernem  Taluka North Goa District Goa  Paliem, Pernem, NorthGoa, Goa</p>			
2	<p><b>Savio Sunil Rebello, 25 ,1993-07-19 ,7507189450 , ,Service</b>  <b>, Marital status : Unmarried</b>  403002, C 1 Adwalpalkar Shelter Caranzalem Taleigao, C 1  Adwalpalkar Shelter Caranzalem Taleigao  Taleigao, Tiswadi, NorthGoa, Goa</p>			

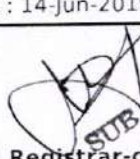
**Sub Registrar**  
**SUB - REGISTRAR**  
**BICHOLIM**

Document Serial No:-2019-BCH-349

Book :- 1 Document

Registration Number :- **BCH-1-332-2019**

Date : 14-Jun-2019

  
SUB REGISTRAR  
BICHOLIM

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