For CITIZENCREDIT

E-320, RUA DE OUREM 1 PANAJI, GOA 403 001

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

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Rs.0420000/- PB6818

STAMP DUTY GOA

Name of Purchaser MRS. MARIA J. P. FERNANDES



2036/18

INDIA

DEED OF SALE

THIS DEED OF SALE is made and executed at Panaji, District of North Goa, State of Goa, on this 25th day of June of the year Two Thousand Eighteen (25/06/2018).

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BETWEEN

AND

VAASTU ESTATE DEVELOPERS; a partnership firm registered under the Indian Partnership Act 1932, under Registration no. 39/91 having its office at, Off. Road 11, Near El Paso Hotel, La Campala Colony, Miramar, Goa having PAN Card No AACFV9804F, herein represented by its Partners (a) SHRI. SUNIL MORAJKAR, son of late Gajanan Morajkar, age 54 years, married, business, having PAN Card No.

Aadhar Card No.

or Maria JP Formandis

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REGISTRAR OF

Colony, Miramar Panaji Goa, herein represented by Shri. Sunil Morajkar, age 54 years, through Power of Attorney dated 26/04/2014, registration No.42858, executed before the Notary Shridhar Tamba, at Panaji Goa, hereinafter referred to as the "DEVELOPER/PURCHASER" (which expression shall include his heirs, successors, representatives and assigns) of OTHER PART.

WHEREAS there exists a part and parcel of land admeasuring 2165sq mts. being Chalta No 55 of P.T. S. 14 of City Survey Panaji situated at Ribandar within the limits of City of Panaji, Taluka Tiswadi Registered Sub- District of North Goa in the State of Goa, which property is described in detail in the Schedule hereunder and is hereinafter referred to as the SAID PROPERTY.

WHEREAS the SAID PROPERTY belonging to Ambrosio Xavier Marques Fernandes as having acquired the same as two adjoining plots being Plot No 25 admeasuring 1617 sq.mts and Plot No 24-A admeasuring 842.85 sq.mts making a total area of 2459.85 sq.mts from Sarasvotibai Quancro and the heirs of Gangadora Roguvir Sinai Quencro under a Deed of Sale and Acquittana dated 21/03/1956 drawn in the Office of Notary Joaquim Joaq Aleixo de Rosario de Santa Rita Colaco of Panaji.

WHEREAS the area of the SAID PROPERTY as purchased was 2459 sq.mts but the same was reduced at the time of Survey Promulgation and the area as recorded in the D-Form is 2165 sq.mts.

WHEREAS the said Ambrosio died on 14/01/1991, being survived by his widow Smt. Maria Josefina and her son Francisco Clemente Leoncio as declared by the Deed of Succession dated 13/04/2007 drawn at folio 97 of Book 692 in the Office of Notary-ex-Officio Sub-Registrar Ilhas at Panaji.

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AND WHEREAS in terms of Agreement for Development and Sale dated 02/07/2009, above named OWNERS/VENDORS entered into an Agreement with the DEVELOPER/PURCHASER to develop the SAID PROPERTY admeasuring 2165 sq. mts. and to construct thereon residential/commercial complex, on such terms and conditions more particularly set out in the said Agreement;

AND WHEREAS the said Agreement for Development and Sale dated 02/07/2009, stands registered in the Office of the Sub Registrar of Ilhas under No1689 at Pages 144 to 173 of Book No.I, Vol. No.2102 dated 03/07/2009;

AND WHEREAS pursuant to the agreement for Development and Sale 02/07/2009, the OWNERS/VENDORS entered into ADDENDUM with DEVELOPER/PURCHASER drawn on 23/07/2013 to the agreement for Development and Sale dated 02/07/2007 executed at Panaji, before Notary Shridhar Tamba and registered under Registration No.41430 dated 24/07/2013 and under the said Addendum dated 23/07/2013 it has been agreed by both the parties that the built up area of 787.94 sq mts is now enhanced to super built up area of 711.31 sq.mts and open terrace 30.59 sq.mts and the same shall be constructed and allotted by the DEVELOPER/ PURCHASER OWNERS VENDORS towards the consideration to be paid in kind for the sale of the said property described in SCHEDULE-II, hereinafter appearing, the details of the premises to be constructed for the OWNERS/VENDORS on ownership basis are as under:

(1) The premises of Residential bungalow having a super built up area of 192.67 sq. mts shall be constructed by the DEVELOPER/PURCHASER for the OWNERS/VENDORS in some other property bearing Chalta No. 9

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of P.T. Sheet No.3 of City Survey Panaji by demolishing the existing house of the Owners.

- (2) The premises of residential flats to be constructed in the property described in SCHEDULE-I hereinafter appearing as under:-
- (a) The premises of residential Flat bearing No.UG-2 on the Upper Ground Floor having a super built up area of 138.76 sq.mts along with open terrace admeasuring 17.66 sq.mts
- (b) The premises of residential Flat bearing No. UG-3 having a super built up area of 121.64 sq.mts on the Upper ground floor along with open terrace admeasuring 12.99 sq.mts.
- (c) The premises of Residential Flat bearing No. F 6 having a super built up area of 86.02 sq.mts on the First Floor of building.
- (d) The premises of Residential Flat bearing No. S-1 admeasuring super built up area of 86.02 sq.mts. located on the second floor of the building.
- (e) The premises of Residential Flat bearing No. S-6 admeasuring super built up area of 86.02 sq.mts. located on the second floor of the building.

AND WHEREAS The Addendum is drawn for the limited purpose of confirmation of the allotment of the bungalow and the Flats. Save and except for the above said Agreement dated 02/07/2009 shall stand operative in full force and this Addendum shall be read as an integral part of the said Agreement dated 02/07/2009.

AND WHEREAS On 05/02/2010 the Office of the Collector of North Goa issued a Sanad under No.RB/CNV/TIS/63/2009 thereby converting the property described in SCHEDULE –I for residential purposes.

AND WHEREAS on 14/06/2012 the Corporation of City of Panaji issued Construction Licence under No.F1/CCP/ENG/CONST-LIC/06/2012-

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2013, for undertaking the construction in the said Property which Licence was renewed and revised on 28/06/2014 under Licence No. F1/CCP/ENG/CONST-LIC/06/ Renewal-I/2014-15 for construction in the Said Property which came to be further renewed and revised on 05/02/2018 under Licence No.F1/CCP/ENG/CONST-LIC/06/Renewal II & Revised I/2017-18/61(401/3/2018-CCP/Tech/Const.Lic-Renewal-II & Revised I/61).

AND WHEREAS Upon obtaining necessary permissions, the DEVELOPER/PURCHASER herein has constructed a Residential Buildings to be identified as "VAASTU HANGING GARDENS", in the Said Property, which buildings has been constructed as per the plans approved by the Planning and Development Authority and the Corporation of City of Panaji.

AND WHEREAS as per the revised plan the Actual Areas handed over to the OWNERS/VENDORS is as under:

Flat No UG-2, super built up area of 151.39 sq.mts. with Open Terrace of 17.66 sq.mts.

Flat No UG super built up area of 132.26 sq.mts. with Open Terrace of 12.99 sq.mts

Flat No F-6, super built up area of 94.22 sq.mts.

Flat No S-1, super built up area of 94.22 sq.mts.

Flat No. S-6, super built up area of 94.22 sq.mts. Along with undivided proportionate share of the said plot of land corresponding to the respective above mentioned Flat.

AND WHEREAS the DEVELOPER/PURCHASER has completed the construction of the various premises in all respect, including the

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premises of Bungalow and the Flats to be constructed and handed over to the OWNERS/VENDORS as per agreement dated 02/07/2009 and Addendum dated 23/07/2013 and the Panjim Municipal Council has occupancy Certificate under letter F3/06/CCP/ENG/OC/26/2017-18, dated 16-02-2018 from Corporation ref of City of Panaji, declaring the premises fit for the occupation, the DEVELOPER/PURCHASER has also handed over OWNERS/VENDORS the possession of the said premises to the owners the vide letter of possession dated 19/06/2018.

AND WHEREAS, PURCHASER/DEVELOPER hereinabove along with the OWNERS/VENDORS have already conveyed total build up area of 792.53 sq.mts of the premises of residential flats constructed on the property described in SCHEDULE I, to the various customers of the PURCHASER/DEVELOPER.

AND WHEREAS under the said agreement for Development and Sale dated 02/07/2009, the OWNERS/VENDORS had agreed to sell and convey unto the DEVELOPER/PURCHASER all the Said Property described in detail in the Schedule -I, hereunder for the purpose of development of the Said Property and construction of a Residential/Commercial Complex upon the condition fulfilled by the DEVELOPER/PURCHASER stated therein.

AND WHEREAS the DEVELOPER/PURCHASER have already paid the entire price consideration towards the sale of the property described in SCHEDULE-I hereinafter appearing including the price consideration to be paid in kind by way of constructing and handing over various premises on ownership basis to the OWNERS / DEVELOPERS, and the PURCHASER/DEVELOPER have now approached the OWNERS/VENDORS to convey the SAID PROPERTY along with

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undivided proportionate share of the land in their favour, more particularly described in SCHEDULE-II hereinafter appearing.

NOW THIS DEED WITNESSETH AS UNDER:

- 1. For a total price or consideration of Rs. 1,20,00,000=00 (Rupees One Crore Twenty Lakhs only) paid by the PURCHASER /DEVELOPER to the VENDORS /OWNERS partly in cash being the sum of Rs. 25,000=00 (Rupees Twenty Five thousand only) paid in cash and the sum of Rs.1,19,75,000=00 (Rupees One Crore Nineteen Lakhs Seventy Five Thousand only) paid in kind by way of constructing and transferring on ownership basis in favour of the VENDORS /OWNERS in the following manner:-
- (a) The sum of Rs.25,000=00 (Rupees Twenty Five thousand only) is paid to the VENDORS /OWNERS at the time of the execution of the Agreement for Development and Sale dated 02/07/2009.
- (b) The sum of Rs.1,19,75,000=00 (Rupees One Crore Nineteen Lakhs Seventy Five Thousand only) is paid in kind by way of constructing and transferring on ownership basis in favour of the VENDORS /OWNERS the following premises -
- (1) The premises of Residential bungalow having a super built up area of 192.67 sq. mts shall be constructed by the Developer/Purchaser for the Owners in some other property bearing Chalta No 9 of P.T. Sheet No 3 of City Survey Panaji by demolishing the existing house of the Owners.
- (2) The premises of residential flats constructed in the property described in SCHEDULE-I hereinafter appearing as under:-
- (i) The premises of residential Flat bearing No.UG-2 on the Upper Ground Floor having a super built up area of 151.39 sq.mts along with open terrace admeasuring 17.66 sq.mts

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- (ii) The premises of residential Flat bearing No UG-3 having a super built up area of 132.26 sq.mts on the Upper Ground floor along with open terrace admeasuring 12.99 sq.mts.
- (iii) The premises of Residential Flat bearing No. F 6 having a super built up area of 94.22 sq.mts on the First Floor of building.
- (iv) The premises of Residential Flat bearing No S-1 admeasuring super built up area of 94.22 sq.mts. located on the second floor of the building.
- (v) The premises of Residential Flat bearing No S-6 admeasuring super built up area of 94.22 sq.mts. located on the second floor of the building, Along with undivided proportionate share of the said plot of land corresponding to the respective above mentioned Flat.

The receipt whereof the VENDORS/OWNERS do hereby admit and acknowledge, the VENDORS do hereby CONVEY and TRANSFER, by way of ABSOLUTE SALE, unto the DEVELOPER/PURCHASER, free from all encumbrances, all that property described in the SCHEDULE-II hereinafter appearing, so that the DEVELOPER/PURCHASER shall HAVE, HOLD, OWN, POSSESS and ENJOY the said property, along with all that is situated therein and together with all the easements, rights, interests, benefits, advantages etc., available to the said property or to the owner of the said property as absolute owner thereof, for all times hereafter.

2. The possession of the said property described in SCHEDULE-II hereinafter appearing is handed over to the DEVELOPER/PURCHASER, on the date of execution of the present Deed of Sale. The OWNERS/VENDORS do hereby give their 'No Objection' for such transfer/mutation in the survey records pertaining to the said plot of land.

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- 3. The OWNERS /VENDORS hereby declare that the OWNERS/VENDORS do not belong to the SC or ST communities or other backward communities.
- 4. The VENDORS/OWNERS hereby covenant with the DEVELOPER /PURCHASER as under:
- (a) That the property is free from all encumbrance charges liens attachments etc.
- (b) That the VENDORS /OWNERS are the sole owners in possession of the said property and have authority and power to deal with the same in any manner, as they like.
- (c) That the said property is not subject to any Mundkarial rights, Agricultural Tenancy rights or any other rights from any other third persons.
- (d) That the VENDORS /OWNERS have clear and marketable title to the said property.
- (e) That there is no litigation or any legal proceedings pending in any Court of Law or any other Authority in respect of the said plot of land.
- (f) That the said property is not subject matter of any notice or notification or proceedings under the Land Acquisition Act or administration or evacuee property Act etc.
- (g) That there are no dues or charges of any nature payable by the VENDORS /OWNERS in connection or in respect to the said property or any part thereof to any Authorities or the Local Bodies.
- 5. In the event the PURCHASER/DEVELOPER are deprived of the title to the said property hereby sold or any part thereof on account of any claims made by third party, due to the defect in the title of the VENDORS

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/OWNERS, then the VENDORS /OWNERS shall compensate the PURCHASER/DEVELOPER for the loss suffered in the consequences of such event.

- 6. That the VENDORS/OWNERS shall execute all documents which may be found necessary by them to be executed for conferring or confirming proper and better title of the said property hereby sold in favour of the PURCHASER/DEVELOPER, or for transferring all or whatever records in respect of the property hereby sold, exclusively in the name of the PURCHASER/DEVELOPER at the cost of PURCHASER/DEVELOPER.
- 7. The VENDORS /OWNERS hereby declare that they have received the possession of the premises constructed for them referred hereinabove towards the consideration in kind have satisfied with the extent of the area and quality of the workmanship and the raw materials used for the construction of the said premises.
- 8. The VENDORS/OWNERS declare that all the commitments, promises financial or otherwise made and agreed by the PURCHASER/DEVELOPER in terms of Agreement for Development and Sale, and subsequent addendum Agreement duly executed and registered in the office of the sub-Registrar have been fully satisfied or complied by the PURCHASER/DEVELOPER and that the VENDORS /OWNERS do not have any claims of whatsoever nature on the PURCHASER/DEVELOPER in respect to the said Agreements.
- 9. The DEVELOPER/PURCHASER shall have the exclusive right for use and benefit of any additional FAR and or FSI permissible to the said property without any refund to the OWNERS/VENDORS and it shall be solely utilized by the DEVELOPER/PURCHASER or his assignee/s.

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- 10. The Vendor No 1 being Widow, and NOC dated 21/06/2018 from the Deputy Collector and SDO. Panaji has been obtained.
- 11. The market value of the property described in SCHEDULE-II hereby sold is the sum of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs Only) as such stamp duty of Rs.5,40,000/- (Rupees Five Lakhs Forty Thousand Only) out of which an amount of Rs. 1,20,000/- paid at the time of execution of the Agreement for Development and sale dated 02/07/2009 and the balance stamp duty of Rs.4,20,000/- is affixed hereto and registration fee is paid herewith.

SCHEDULE - I

(Description of the Property)

All that part and parcel of land admeasuring 2165 sq.mts bearing Chalta No.55 of P.T. Sheet 14 of City Survey Panaji identified as BAIRO ALTO GOMES PEREIRA situated at Ribandar within the limits of Corporation of City of Panaji, Taluka Tiswadi and Registration Sub District of Ilhas, District North Goa in the State of Goa; which property is formed of two adjoining plots No.25 admeasuring 1617sq.mts. and No.24-A admeasuring 0842, 85 sq.mts described in the Office of Land Registrar Ilhas under 2115 and 2116 at folio 155 and 155(R) of Book B-56 (New) being a part of the larger property earlier described under No 16525 of Book B-45(New), Matriz No. Nil

The said Property is bounded as under:-

Towards the North: Property bearing Chalta No. 1-B of

P.T.S. 14 of City Survey Panaji.

Towards the South: Chalta No 41, 44 and 45 of P.T.S. 14

of City Survey Panaji,

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Towards the East: Chalta No.1-G,1-4,1-I and 3 all of

P.T.S. 14 of City Survey Panaji.

Towards the West: Road.

SCHEDULE - II

(Description of the Property hereby sold)

All that land admeasuring an area of 2165sq.mts bearing Chalta No.55 of P.T. Sheet 14 of City Survey Panaji identified as BAIRO ALTO GOMES PEREIRA situated at Ribandar within the limits of Corporation of City of Panaji, Taluka Tiswadi and Registration Sub District of Ilhas, District North Goa in the State of Goa; excluding an area comprising of illiquid undivided share attributable to the premises of residential flats identified as Flats bearing nos. UG-2,UG-3,F-6,S-1,S-6,UG-5,UG-6,F-1,F-5,S-2,S-3, which property is formed by two adjoining plots No.25 admeasuring 1617 sq.mts and No.24-A admeasuring 842.85 sq.mts described in the Office of Land Registrar Ilhas under 2115 and 2116 at folio 155 and 155(R) of Book B-56 (New) being a part of the larger property earlier described under No 16525 of Book B-45(New), Matriz No. Nil The Said Property is bounded as under:-

Towards the North: Property bearing Chalta No.1-B of

P.T.S. 14 of City Survey Panaji.

Towards the South: Chalta No.41, 44 and 45 of P.T.S. 14

of City Survey Panaji,

Towards the East: Chalta No 1-G,1-4,1-1 and 3 all of

P.T.S. 14 of City Survey Panaji.

Towards the West: Road

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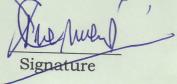
IN WITNESS WHEREOF The Parties hereto have Executed These Present On the Day, The Month and the Year First Hereinabove mentioned.

SIGNED AND DELIVERED BY THE OWNERS/VENDORS SMT. MARIA JOSEFINA PIEDADE FERNANDES Maria & Fernande LEFT HAND 1. 3. 5.

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SIGNED AND DELIVERED BY THE OWNERS/VENDORS SHRI. FRANCISCO CLEMENTE LEONCIO FERNANDES



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SIGNED AND DELIVERED BY THE OWNERS/VENDORS SMT. JOANITA FERNANDES

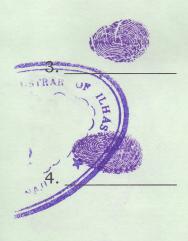
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Signature

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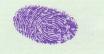
RIGHT HAND











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Maria J. Fring

SIGNED AND DELIVERED BY THE DEVELOPER/PURCHASER IN THE PRESENCE OF VAASTU ESTATE DEVELOPERS; herein represented by SHRI. SUNIL MORAJKAR For self and attorney for Smt. MARIA DE LOURDES A D P DE NORONHA E MORAJKAR Signature R.H.T 2. 5. Witness:

Maria 98 Fermis



GOVERNMENT OF GOA rectorate of Settlement and Land Records



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time: 11-07-2018 04:09:23 PM

Document Serial Number: 2036

Presented at 02:49:00 PM on 11-07-2018 in the office of the Sub_aRegistrar (Ilhas/Tiswadi) Along with feest paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	420000.00
2	Processing Fees	630.00
	Total:	420630.00

Stamp Duty Required:

420000.00

Stamp Duty Paid: 420000.00

Rajendra B. Kedar presenter

Name	Photo	Thumb Impression	Signature
Rajendra B. Kedar, S/o Babu Kedar, Married, Indian, age 48 Years, Service, r/o H. No. E/A/155-B, Ambekhand, Verem, Bardez-Goa. Admits execution on behalf of the Purchaser/Developer party- Mr. Sunil Morajkar and Maria Noronha- both Partners of Arts. Vaastu Estate Developers, vide POA dated 01/10/2012, executed before the Sub Registrar of Ilhas, Panaji, under Sr. No. 2599/2012, Reg. No. PNJ-BK4-00035-2012 and POA dated 23/04/2014, executed before the Sub Registrar Tiswadi under Sr. No. 1071/2014, Reg. No. PNJ-BK4-30-2014 dated 23/04/2014.			Roel

Endorsements

Executant

1. Rajendra B. Kedar, S/o Babu Kedar, Married, Indian, age 48 Years, Service, r/o H.No. E/A/155-B, Ambekhand, Verem, Bardez-Goa. Admits execution on behalf of the Purchaser/Developer party- A.c. Str. Morajkar and Maria Noronha- both Partners of M/s. Vaastu Estate Developers, vide POA dated 01/10/2012, executed before the Sub Registrar of Ilhas, Panaji, under Sr. No. 2599/2012, Reg. No. PNJ-BK4-00035-2012 and POA dated 23/04/2014, executed before the Sub Registrar Tiswadi under 10/11/2014, Reg. No. PNJ-BK4-30-2014 dated 23/04/2014.

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Photo	Thumb Impression	Signature





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Debastiao Martinho Fernandes, s/o late Mr. Nasimento Fernandes, Married, Indian, age 49 ars Service, r/o H.No. 294, Fondvem, Ribandar, Ilhas, Goa. PAN No. AALPF3491R. As POA holder for the Avendor Francisco and Joanita vide POA dated 25/6/2018, executed before Sub Registrar Ilhas Her Serial No 1859, under Reg. No PNJ-BKPOA-0034-2018, CD. No PNJD-66 dated 25/6/2018.

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Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, Widow, Indian, age 90 Marka Josephina Piedade Fernandes, w/o Ambrosio Xavier Marques Fernandes, w/o Ambrosio Xav

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Photo	Thumb Impression	Signature
		Maria & Fernandés

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	Witness Details	Signature
	Aeria Coutinho , W/o Benedict Coutinho ,Married,Indian,age 60 Agars,House-Wife,r/o Flat no S3, Navelkar Estate , Bainguinim , Old	me orbits
	Sola Sandip M. Parsekar, S/o Mohan Parsekar, Married, Indian, age 39 Years Service r/o H. no 56, Chinchwada, Chimbel Goa	S

SUB - REGISTRAR

motal on of Stamp:

Steps certify that on production of the original document, I have satisfied myself that the stamp duty 1.0000/- has been paid thereon

The Deputy Collector & Sub Divisional Officer Magistrate, Panaji Goa under Ref. No 1/Dy.Col®

Manned By - Kame

Book-1 Document Registration Number PNJ-BK1-01973-2018 CD Number PNJD66 on Date 12-07-2018

Sub-Registrar (Ilhas/Tiswadi)

SUB - REGISTRAL

Scanned By:- Karre
Signature:- Skame

ILHAS

Designed and Developed by C-DAC, ACTS, Pune