

(Rupees Fifteen Lakhs Seventy Five Thousand Only)

CITIZEN CREDIT™  
CO-OP BANK LTD.

CITIZEN CREDIT CO-OP BANK LTD  
SURVEY NO. 125/2, PLOT NO. 158  
NEAR TEEN BUILDING  
ALTO, PORVORIM  
BARDEZ - GOA - 403521

भारत 19539  
147930

NON JUDICIAL गोवा  
AUG 24 2017



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D-5/STP(V)/C.R./35/34/2011-RD

Rs. 1575000/- PB7147

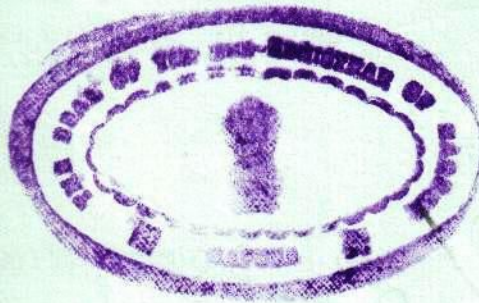
INDIA

STAMP DUTY

GOA

W. S. S.  
Authorized Signatory

Aditya Builders



## DEED OF SALE

This **Deed of Sale** is executed on this **24<sup>th</sup> day** of the month of  
**August, 2017** at Mapusa, Goa.

Uttawadeh

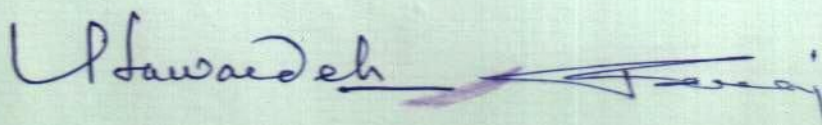
**BETWEEN**

**MR. ROBERT NAVARAJ**, son of late Robert Raj, married, age 56 years, occupation Business, holding PAN Card No. ABZPN3629E, Adhar card no. 8881 1549 9379 Mobile no 9422063165, Email address as robertnraj@gmail.com Indian National, resident of Alto Santa Cruz, Goa, having office at No. 4, Emerald Towers, M.G. Road, St. Inez, Panaji - Goa, hereinafter called as **"THE VENDOR"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, executors, administrators, and assigns) of the one part.

**AND**

**ADITYA BUILDERS** a registered partnership firm having their office at 204, Gera's Imperium I, EDC Complex, Patto-Plaza, Panjim-Goa, 403001, Pan Card No. AACFA8021H, represented by its Managing Partner Mr. Vijay P. Sawardekar, age 55 years, married, residing at 175, Nova-Cidade, Porvorim-Goa, Indian national, son of Mr. Pandurang Sawardekar, Mobile: 9049156989, Email: adityabuilders90@gmail.com, herein after called **"THE PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, executors, administrators, and assigns) of the other part.

WHEREAS the Vendor has represented to the Purchaser that he and his wife is not a Goan by origin neither born in Goa . Also their marriage is not registered in Goa, and as such is not governed by Law of Communion of Assets, therefore his wife is not required to be arrayed as a party.



WHEREAS there exists a landed property known as "Madel" or Khursachi Xir" with the residential house standing thereon, situated at ward Madel, Village of Tivim - Sirsaim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa and within the limits of Village Panchayat of Tivim, described in the Land Registration Office of Bicholim under no. 6688 at page 154 of Books B-17 New, It is not enrolled in Taluka Revenue Office but surveyed under no. 547 sub-division 4, admeasuring 4625 sq. meters, (hereinafter called as the **"Said Larger Property"** fully described in the schedule hereunder written.

AND WHEREAS the Said Larger Property originally belonged to Mrs Maria Cristalina da Cruz and Mr. Pedro Simao Fernandes, who sold the Said Larger Property vide Deed of Sale dated 06.05.1929 to Mr. Caetano Piedade da Cruz who was married to Mrs Catharina da Cruz and accordingly the name of Mr. Caetano Piedade da Cruz was inscribed in the Land Registration Office of Bicholim under No.14857 against the Said Larger Property.

AND WHEREAS Mrs Catharina da Cruz expired on 6/12/1964 leaving behind her husband 1) Mr Caetano Piedade da Cruz alias Cajetan Paulo D'Cruz, her first daughter ,2) Miss Libreta Martha Caritas D'Cruz or Liberata Marth Caritas D'Cruz or Liberath Marth D'Cruz unmarried, her second daughter 3) Miss Millicent Agnes Lavina D'Cruz alias Antoinetta Milicenta D'Cruz unmarried and her only son 4) Mr Joseph Eustaquios D'Cruz or Jose Eustaquio da Cruz and her daughter -in- law 5) Mrs Sybil Philomena D'Cruz as the her sole and universal heirs.

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AND WHEREAS the Said Larger Property was subsequently inscribed in the Land Registration of Bicholim under no. **15674**, at page 107 of Book G -21 on 17<sup>th</sup> November 1966 in favour of 1) Mr Caetano Piedade da Cruz alias Cajetan Paulo D'Cruz, 2) Miss Libreta Martha Caritas D'Cruz or Liberata Marth Caritas D'Cruz or Liberath Marth D'Cruz) Miss Milecent Agnes Lavina D'Cruz' alias Antoinetta Miicenta D'Cruz 4) Mr Joseph Eustaquios D'Cruz or Jose Eustaquio da Cruz and 5) Mrs. Sybil Philomena D'Cruz.

AND WHEREAS vide Deed of Gift dated 20.05.1983, Miss Milicent Antonioeta Agnes Lavinia D'Cruz alias Antonetta Milicenta D'Cruz, daughter of late Caitano Piedade da Cruz bequeathed her share in the said property to her brother Mr. Joseph Eustquios Da Cruz alias Jose Eustaquio, after reserving usufructuary rights of her share in the said larger property which deed is duly registered in the office of Sub-Registrar of Bicholim under registration no. 252 Book No. I, Volume no. 79 at pages 199 to 203 dated 28.09.1983.

AND WHEREAS upon the death of said Mr Caetano Piedade da Cruz, his wife Mrs. Catarina da Cruz, their daughters Ms Liberata Martha da Cruz and Ms Milicenta Antonieta Lavina da Cruz, both of whom had expired in the status of spinsters leaving Mr Joseph Eustaquios da Cruz, their son and brother respectively, to be ascertained as the sole and universal heirs to the estate of Mr Caetano Piedade da Cruz and his wife Mrs. Catarina da Cruz, which fact was ascertained by drawing a Deed of Succession dated 16.12.1988 which was duly executed before the Notary Ex-officio of Bardez and drawn at pages 33 onwards of Book 737, including the Said Larger Property left behind by the aforesaid deceased persons

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AND WHEREAS the said Mr Joseph Eustaquios D'Cruz expired on 31.03.1990 leaving behind his Wife and moiety share holder (1) Mrs Sybil Philomena Da Cruz , his son, (2) Mr. Avinash Da Cruz, and his wife ,(3) Mrs Maria Estafania da Cruz, and two daughters, namely, (4) Mrs. Sarita Noella Jacintha Walles' and her husband (5 ) Mr Paschalus Roque Xavier Walles and (6) Mrs Neliita Maria Philipina Braganza and her husband (7) Mr Terrance Joseph Braganza, as his only universal heirs and legal representatives.

AND WHEREAS thereafter Mr Avinash Da Cruz expired on 03/08/2009 leaving behind his wife (1)Mrs. Maria Estafania D'Cruz and three children, namely, (2) Miss Ardelia kate D'Cruz (3) Miss Murishka Josephine D'Cruz, and (4) Mr Myron Anthony D'Cruz, as his only universal heirs and legal representatives which fact was ascertained vide Deed of Succession and Qualification of heirs dated 28/11/2011 executed before the Notary Ex-officio of Bicholim and drawn at pages 88 to 89 V of Book 312.

AND WHEREAS the Vendors purchased 1/6<sup>th</sup> undivided right and share of the Said Larger Property from the heirs of late Mr. Avinash D'Cruz, namely, (1) Mrs Maria Estafania da Cruz, (2) Miss Ardelia kate Dcruz (3) Miss Murishka Josephine Dcruz, and (4) Mr. Myron Anthony Dcruz, Vide deed of Sale dated 23.08.2011 duly registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number BRZ-BK1-04076 -2011, CD Number BRZD217 dated 23.08.2011.

AND WHEREAS the Vendor also purchased 4/6<sup>th</sup> undivided right and share of the Said Larger property from Mrs Sybil

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Philomena D'Cruz and Mrs. Nelita Maria Philipina Braganza and her husband, Mr. Terrance Joseph Braganza vide deed of sale dated 23.08.2011 duly registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number *BRZ-BK1-04095-2011*, CD No *BRZD217* dated 24/08/2011.

AND WHEREAS the Vendor also purchased 1/6<sup>th</sup> undivided right and share of the Said Larger Property from Mrs. Sarita Jacintha Noella Walles And her husband Mr Paschalus Roque Xavier Walles vide deed of sale dated 27.10.2011 duly registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number *BRZ-BK1-05049-2011*, CD No *BRZD242* dated 27/10/2011.

AND WHEREAS there cropped a typographical error in Sale Deed dated 23.08.2011 duly registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number *BRZ-BK1-04076 -2011*, CD Number *BRZD217* wherein the Description of the property was recorded as 6698 instead of 6688 which was rectified by separate rectification deed duly registered in the office of Sub Registrar of Bardez bearing no *BRZ-BK1-02238 2017*, CD No *BRZD787* dated 31/05/2017. Similarly, the typing error which cropped in sale deed registered before the office of Sub-registrar Bardez, in Book-1 document, registration Number *BRZ-BK1-05049-2011*, CD No *BRZD242* dated 27/10/2011 regarding Description of Property where it was stated as 6698 instead of 6688, was rectified by a rectification deed no *BRZ-BK1-02251-2017*, CD No *BRZD787* dated 01/06/2017.

AND WHEREAS The Vendors now upon purchasing all the undivided rights, shares and title from the heirs of late

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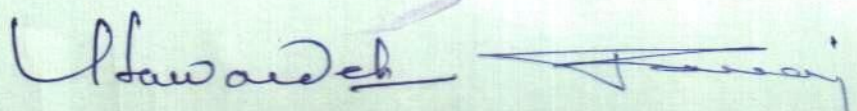
Joseph Eustaquios de Cruz and late Avinash D'Cruz, has acquired the entire undivided rights and shares to the Said Larger Property and as such is the absolute owner in possession of the Said Larger Property. Pursuant to the said purchase, the vendor has also mutated its name in the form I and XIV as against survey no. 547 of sub-division 4 of village Tivim.



AND WHEREAS the vendor being the absolute owner in possession of the Said Larger Property sold a part of the Said Larger Property admeasuring an area of 652 sq. m to "Indian Builders" vide Deed of sale dated 04/03/2013 duly registered in the Office of the sub-registrar of Bardez at Mapusa bearing registration NoBRZ-BK1-01312-2013, CD No BRZD458 dated 08/03/2013 thereby retaining for himself an area of 3973 sq. m of the Said Larger Property hereinafter referred to as the **Said Plot No. 1** more particularly described in Schedule II hereunder.

AND WHEREAS on the basis of the said Sale Deed dated 04/03/2013, the Indian Builders applied for partition of the Said Property to the extent of 652 sq. m from the Said Larger Property before the Deputy Collector and SDO of Mapusa bearing case No. 15/73/2014/PART/LAND which was allowed vide order dated 05.05.2014, thereby creating a sub-division no. 4-A of Survey No. 547 of Village Tivim. The balance property referred as The Said Plot No. 1 admeasuring an area of 3973 sq. m is more particularly delineated in red and better described in Schedule II hereunder.

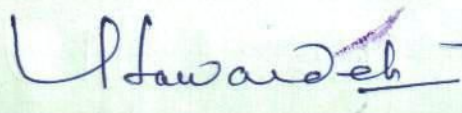
AND WHEREAS upon the said partition proceedings, the balance property referred as The Said Plot No. 1 admeasuring



an area of 3973 sq. m stands recorded in the name of the Vendor herein in the survey records and as such, the Vendors being owners in possession of the **Said Plot No. 1** fully described in the **Schedule II** have agreed to sell and the Purchaser agreed to purchase the same, at or for the total consideration of **Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only)**, free from all encumbrances, claims, charges and demands whatsoever.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:-**

1. That in pursuance of the Said Agreement and in consideration of the sum of **Rs. 3,50,00,000/-** (Rupees Three Crores Fifty Lakhs Only), paid vide { **(a) Rs. 5,00,000/-** (Rupees Five Lakhs Only) by cheque No 002586, dated 05/08/2017, drawn on HDFC Bank Patto, Panjim **(b) Rs. 4,95,000/-** ( Rupees Four Lakhs Ninety Five Thousand Only) by cheque No 002633 dated 24/08/2017 drawn on HDFC Bank Patto, Panjim **(c) TDS of Rs. 3,50,000/-** (Rupees Three Lakhs Fifty Thousand Only) paid by Challan Serial no 04744 dated 23/08/2017 **(d) Rs 3,36,55,000/-** (Rupees Three Crore Thirty Six Lakhs Fifty Five Thousand Only) by Demand Draft no 015307, dated 22/08/2017, drawn on HDFC Bank, Patto Panjim } which is the present market value **Said Plot No. 1** (the receipt of which the Vendors do hereby admit and acknowledge and of and from the same and every part thereof release and discharge the Purchaser forever) the Said Vendors as owners do hereby sell, transfer, convey, dispose of in favour of the Purchaser the **Said Plot No. 1** free from all encumbrances, defects, charges of whatsoever nature together with all paths, commons, trees, fences, hedges, ditches, ways, waters, water courses, lights, liberties, compound, privileges,

easements and appurtenances whatsoever to the Said Plot No 1 belonging or in any way appertaining to usually held or occupied therewith or reputed to belong or be appurtenant thereto, or with the same thereof now or at any time thereto or usually held, used and enjoyed therewith or reputed or known as part and also together with all the deeds, documents, writings and other evidence of title as ordinarily pass on to such sale.

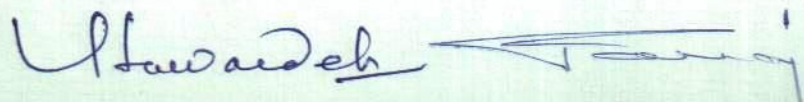


**2. AND THE VENDOR** do hereby covenant with the Purchaser that notwithstanding anything done or purported to have been done by the Vendors in title, the Vendors as absolute owners in possession have absolute authority, good right and full power to sell and convey the Said Plot No. 1 which is the subject matter of the present sale.

**3.** That the Vendors do covenant with the Purchaser that the Purchaser shall hereafter peaceably and quickly hold, use, possess and enjoy the Said Plot No. 1 as his own chattel and as its absolute owner without any objection, obstruction, hindrance, disturbance, interference, interruption or claim whatsoever from the Vendors and/or any other person claiming through or under them or on their behalf or on behalf of predecessors in title or possession.

**4. AND THE PURCHASER** shall hereafter peacefully and quietly hold, use, possess and enjoy the Said Plot No. 1 as his own without any claims or demands whatsoever from the Vendors or any other person whosoever.

**5. AND THE VENDOR** do hereby covenant and declare that the Said Plot No 1 hereby transferred or intended to be



transferred is free from all encumbrances, charges, equities, claims or demands whatsoever and the Vendor have not done anything whereby the Said Plot No. 1 may be subject to any attachment or lien of any court or person whatsoever.

**6.** That the Vendor do covenant with the Purchaser that the Vendors shall at all times hereafter indemnify and keep indemnified The Purchaser against all losses, damages, costs, charges or expenses, if any, suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereinbefore contained.

**7.** AND THE VENDOR and all persons claiming under them further covenants that the Vendor shall and will from time to time upon the request and at the cost of the purchaser do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Said Plot No. 1 and every part thereof unto the purchaser and placing the purchaser in possession of the same according to the true intent and meaning of this deed as shall be or may be reasonably required.

**8.** That the Vendor do hereby have no objection to enter the name of the Purchaser in survey record, mutation upon the registration of this deed.

**9.** The Purchaser has made a publication in the local daily Navhind Times dated 10/08/2017 inviting objections from third party if any within 14 days from the date of publication for which they have not received any objections from any third party.



*U. Sawadeh*

10. The vendors and purchasers hereby declare that the parties in the transaction does not belong to schedule caste/ schedule tribes pursuant to the notification no RD/LAND/LRC/318/77 dated 21.08.1978

11. The market value of the **Said Plot No. 1** is **Rs 3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only)** which the same as consideration of sale stipulated hereinabove in the Deed of Sale and the corresponding Non-Judicial Stamp Duties of **Rs. 15,75,00,000/- (Rs. Fifteen Lakhs Seventy Five Thousand Only )** is paid hereto.

### SCHEDULE I

All that the said Larger Property known as "Madel" or "Khursachi Xir" situated at ward Madel, Village of Tivim, Taluka and Sub District of Bardez, District of North Goa, State of Goa and within the limits of Village Panchayat of Tivim, described in the Land Registration Office of Bicholim under no. **6688** at page 154 of Book B 17 new and inscribed in Land Registration of Bicholim under **no 15674** of Book G-21 on page 107, Surveyed under no. **547 Sub-division 4**, admeasuring **4625 Sq mts** not enrolled in the Taluka Revenue Office and the Said Property is bounded as under :-

On the East: By property bearing survey no. 547 sub-division no. 5,6 and 7;

On the West: By plot bearing survey no. 547 sub-division no. 3;

On the North: By Village road

On the South: By Mapusa Bicholim road

*Uttamach* 

## SCHEDULE II

All that the **Said Plot No. 1** which forms part of Larger property (as described in Schedule I) known as "**Madel**" or "**Khursachi Xir**", situated at ward Madel, Village of Tivim, Taluka and Sub District of Bardez, District of North Goa, State of Goa and within the limits of Village Panchayat of Tivim, Described in the Land Registration Office of Bicholim under **no. 6688** at page 154 of Book B 17 new, and Inscribed in Land Registration of Bicholim **under no 15674** of Book G-21 on page 107; Surveyed under **no. 547 sub-division 4**, admeasuring **3973 sq. mts**, not enrolled in the Taluka Revenue Office and the said property is bounded as under :-

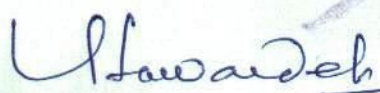
On the East: By property bearing survey no. 547 sub-division no. 6 and 7;

On the West: By plot bearing survey no. 547 sub-division no. 3;

On the North: By plot no 2 of the same Larger Property bearing Survey no 547/4-A

On the South: By Mapusa Bicholim road

IN WITNESS WHEREOF, the Vendors through their attorney and the Purchaser have put their respective hands, on the date, month and the year, first hereinabove mentioned in presence of two respectable witnesses:-


VENDOR:



1. \_\_\_\_\_  
( MR. ROBERT NAVARAJ)

LEFT



1. \_\_\_\_\_



2. \_\_\_\_\_



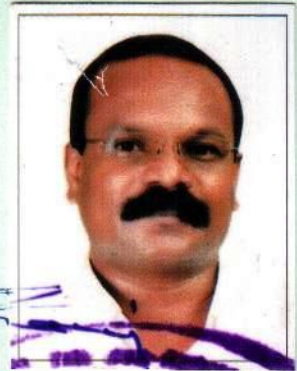
3. \_\_\_\_\_



4. \_\_\_\_\_



5. \_\_\_\_\_



RIGHT



1. \_\_\_\_\_



2. \_\_\_\_\_



3. \_\_\_\_\_



4. \_\_\_\_\_



5. \_\_\_\_\_

Uthayachandran 

**PURCHASER:**

**For ADITYA BUILDERS**

*U Sawardekar*  
**PARTNER / ATTORNEY**

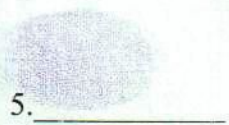
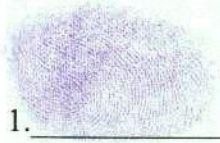


**M/S ADITYA BUILDERS**

**Represented herein by  
its Managing Partner**

**MR. VIJAY P. SAWARDEKAR**

**LEFT**



**RIGHT**

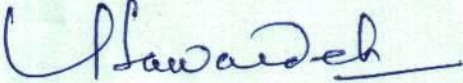


*U Sawardekar* 

**WITNESSES:**

1.  Ganganam a/c Jeelanda G. Vast

2.  Chaitali A. Prabhu





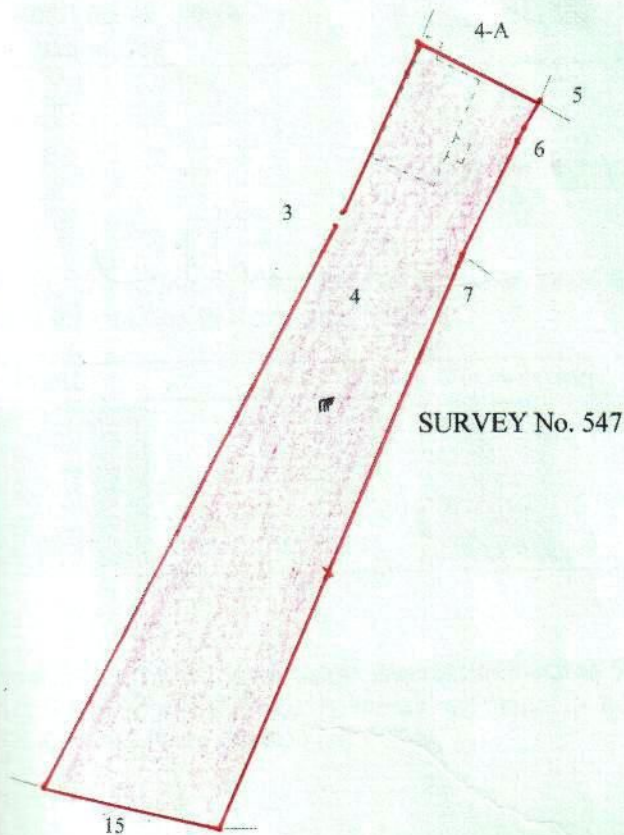


GOVERNMENT OF GOA  
Directorate of Settlement and Land Records

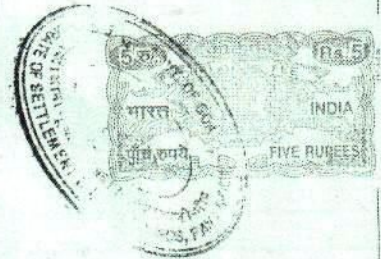
PANAJI-GOA

Inward No: 6061

Plan Showing plots situated at  
Village : TIVIM  
Taluka : BARDEZ  
Survey No./Subdivision No. : 547/4  
Scale : 1:1000



*con/he*  
**Anisha Matondkar**  
Asst. Survey & Settlement Officer  
Panaji-Goa



*SAVANT*  
SAVANT (D'Man Gr.1)

*M. Tamoskar*  
31/07/2017  
Compared By: Dilip M. Tamoskar (D'Man Gr.1)

For ADITYA BUILDERS

\*REG\_1\_48093\_6\*

Office of Sub-Registrar Bardez

Government of Goa

Print Date &amp; Time : 01-09-2017 12:13:38 PM

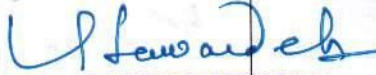
Document Serial Number : 3612\*

Presented at 11:42:00 AM on 01-09-2017 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

| Sr. No | Description      | Rs. Ps            |
|--------|------------------|-------------------|
| 1      | Registration Fee | 1225000.00        |
| 2      | Processing Fees  | 250.00            |
|        | <b>Total :</b>   | <b>1225250.00</b> |

Stamp Duty Required: 1575000.00 Stamp Duty Paid: 1575000.00

Vijay P. Sawardekar presenter

| Name                                                                                                                                                                                                                                                           | Photo                                                                              | Thumb Impression                                                                     | Signature                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Vijay P. Sawardekar, S/O P. Sawardekar , Married, Indian, age 55 Years, Business, r/o 175, Nova -Cidade, Porvorim Bardez Goa Pan no AACFA8021H, Managing Partner of Aditya Builders having office at 204, Gera Imperium I, EDC Comlex, Patto-plaza, Panjim Goa |  |  | <b>For ADITYA BUILDERS</b><br><br><b>PARTNER/ATTORNEY</b> |

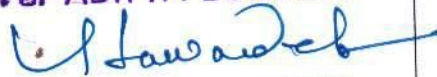
## Endorsements

## Executant

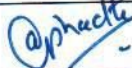
1. Robert Navaraj, S/o Robert Raj, Married, Indian, age 56 Years, Business, r/o office no 4, Emerald Towers, M.G Road, St Inez Panjim Goa PAN No. ABZPN3629E

| Photo                                                                               | Thumb Impression                                                                    | Signature                                                                            |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|  |  |  |

2. Vijay P. Sawardekar, S/O P. Sawardekar, Married, Indian, age 55 Years, Business, r/o 175, Nova -Cidade, Porvorim Bardez Goa Pan no AACFA8021H, Managing Partner of Aditya Builders having office at 204, Gera Imperium I, EDC Comlex, Patto-plaza, Panjim Goa

| Photo                                                                             | Thumb Impression                                                                  | Signature                                                                                                                                    |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <b>For ADITYA BUILDERS</b><br><br><b>PARTNER/ATTORNEY</b> |

## Identification

| Sr No. | Witness Details                                                                                     | Signature                                                                           |
|--------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1      | Adv Amey Phadte , S/O A.K. Phadte, UnMarried, Indian, age 30 Years, Advocate, r/o Mapusa Bardez Goa |  |

Endorsement: Mutation fees paid R- 2500/-  
 vide challan no 201700641643 dt 1/9/17

Sub-Registrar

**Sub-Registrar**  
**BARDEZ**

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

3612

Book-1 Document  
Registration Number BRZ-BK1-03590-2017  
CD Number BRZD789 on  
Date 01-09-2017

Sub-Registrar (Bardez)

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar  
BARDEZ