

For CITIZEN CREDIT
CO-OP BANK LTD.

Authorized Signatory

(Rupees Two Lakhe Sixty Seven Thousand Six Hundred Sixty Six Only)

CITIZEN CREDIT CO-OP BANK LTD
SURVEY NO. 125/2, PLOT NO. 158
NEAR TEEN BUILDING
ALTO, PORVORIM
BARDEZ - GOA - 403521
D-5/STP(V)/C.R./35/34/2011-RO

भारत 12863
175933

NON JUDICIAL गोवा
AUG 24 2015



2015 08 24 16:55

R-0267666/-PB7147

INDIA

STAMP DUTY

GOA

Name of Purchaser MR. SURAJ MURASKAR


Sr no. 3904/2015
25/08/2015



DEED OF SALE

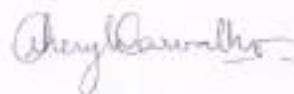
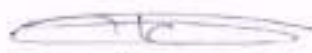
THIS DEED OF SALE is made at Mapusa, Bardez, Goa on this
25th day of August 2015

BETWEEN

- 
- 1) **MR. EDMUND CARVALHO**, son of late Joseph Carvalho, aged 78 years, widower of late Carmen Carvalho, retired, holding Pan Card No. AHGPC3988A,
 - 2) **MR CARL BRUNO CARVALHO**, son of Edmund Carvalho, aged 46 years, unmarried, in service, holding Pan Card No. AIRPC8170E,
 - 3) **Ms. CHERYL ESMERALDA CARVALHO**, daughter of Edmund Carvalho, aged 42 years, unmarried, in service, holding Pan Card No. ADIPC7155M, all Indian Nationals, residing at Carl Bungalow, Plot 31 -A/2, X Road, No. 5, I.C.Colony, Borivali (West), Mumbai 400 103 hereinafter referred to as THE VENDORS (which expression, shall unless it be repugnant to the meaning and context thereof, be deemed to mean and include all their legal heirs, successors, executors, representatives, administrators and assigns) OF THE ONE PART.

AND

- 4) **Mr. SURAJ MORAJKAR**, aged 44 years, son of Sagun

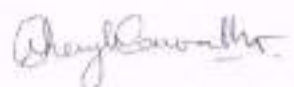
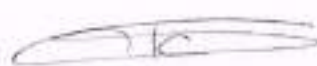



Morajkar, businessman, Indian National, with PAN No. AEMPM7614J, a sole proprietor SUN ESTATES DEVELOPERS, having his Office at Miramar Beach Road, Next to Hotel Blue Bay, Caranazalem, Ilhas, Goa, hereinafter called the PURCHASER (which expression, shall unless it be repugnant to the meaning and context thereof, be deemed to mean and include all his legal heirs, successors, executors, representatives, administrators and assigns) OF THE SECOND PART.

(The Vendor No. 1 and 2 are herein represented by their POA holder Vendor No. 3-Ms. Cheryl Carvalho, vide POA dated 20/8/2015, registered under No. 2076/H/15, before the Notary Ashok M. Pandya, Borivali, Mumbai.)

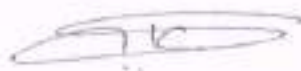
WHEREAS:

1) WHEREAS there exist one fourth of the property admeasuring 468.75 sq mts of the larger property known as GORBATTA, also known as PATTEROVOLNAICACHEM, also known as PORTEA ROVOLNAICACHEM, also known as SIQUERI WADO, together with the residential house therein, situated at Candolim, Bardez, Goa, within the Jurisdiction of the Village Panchayat of



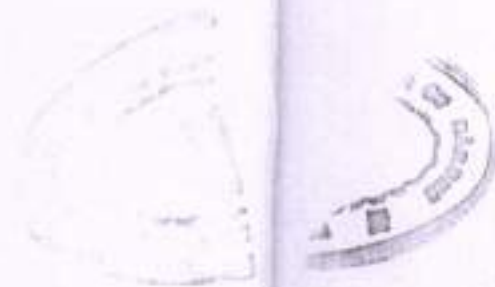


Candolim, within the registration sub-district of Bardez, of the district of North Goa and State of Goa. This property was originally a one fourth part of the larger property of the same name, which larger property, as a whole, was described in the Land Registration Office of Bardez under description no.16020 a page 94 of the book B 49 and inscribed in the Taluka Revenue Office under Matriz no.541 of the first circumscription. This property, which is a distinct and separate property, is presently surveyed in the record of rights under survey no.251 subdivision No.3 of Candolim admeasuring 1850 sq mts., and also includes the northern half of the well property admeasuring 25 square meters separately surveyed under survey no.251 subdivision no.6 of Candolim. The property bearing survey no.251/5 of Candolim admeasures 1850 square meters and is bounded on the East by the properties bearing survey nos.250/3, 250/6 and 250/7 of Candolim, on the West by the property bearing survey no.251/4 of Candolim, on the North by the rain water drain and on the south by the property bearing survey no.251/7 of Candolim and by the well property bearing survey no.251/6 of Candolim delineated in red in the plan annexed hereto and hereinafter referred to as the SAID PROPERTY.



Augusto Carrilho

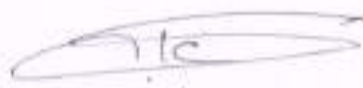
The said property earlier belonged to late David Joseph Pereira and his wife Mrs. Teresa Paulina Pereira, who died leaving behind heirs, one of whom was their daughter Carmen, married to the Vendor No. 1 above



On the death of said David, Inventory Proceedings No. 234/2007/C in the Court of the Civil Judge Senior Division at Mapusa were initiated wherein the Schedule Property was described under Item No.1 and was allotted 1/4th to the said Carmen Carvalho by Order dated 24/07/2008. The said property is therefore a common property, and has not been divided in metes and bounds

The remaining 3/4th share in the said property are held in common by the remaining heirs of said David and Teresa abovenamed, as per the final order in the said inventory proceedings.

After the allotment of the share to Carmen Carvalho, she passed away on 04/8/2014. The Vendors are the heirs of Late Carmen Carvalho, the vendor No 1 being her widower and moiety holder, and the Vendors 2 and 3 are her only children, and they have

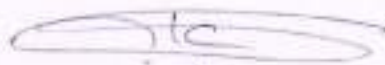
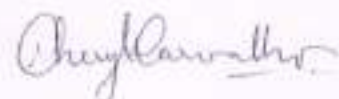


been so declared by a deed of succession dated 24/08/2015.
executed before the Sub Registrar of Bardez, Mapusa, Goa.

The Purchaser have offered to purchase from the Vendors their undivided one-fourth share in the said property, for Rs. 66,66,666/- (Rs. Sixty Six Lakhs Sixty Six Thousand Six Hundred and Six only) which constitutes the fair market value of the said undivided rights to land hereby conveyed.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS
FOLLOWS:

1. In consideration of the amount of Rs. 66,66,666/- (Rs. Sixty Six Lakhs Sixty Six Thousand Six Hundred and Six only) is paid to the Vendors in the following manner:-
 - a. A sum of Rs. 32,99,999/- paid to Mr. Edmund Francis Carvalho, vide cheque bearing No. 529157, drawn on Canara Bank, Porvorim Branch, dated 25/9/2015,
 - b. A sum of Rs. 16,49,999/- paid to Mr. Carl Bruno Carvalho, vide cheque bearing No. 529156, drawn on Canara Bank, Porvorim Branch, dated 25/9/2015,
 - c. A sum of Rs. 16,49,999/- paid to Ms. Cheryl Esmeralda

Carvalho, vide cheque bearing No.529158, drawn on Canara Bank, Porvorim Branch, dated 25/9/2015,

Which the Vendors hereby acknowledge the receipt of, the Vendors does hereby grant, transfer, assure and convey by way of sale unto the Purchaser, the said Vendors do hereby transfer and convey, by way of sale absolutely and forever in the favour of the Purchaser in equal shares all that undivided 1/4th share in the said property known as GORBATTA , also known as PATTEROVOLNAICACHEM, also known as PORTEA ROVOLNAICACHEM, also known as SIQUERI WADO, bearing Survey no. 251/5, fully described in the Schedule hereunder TOGETHER WITH all houses, structure, trees, fencing, ways, waterways, easements, liberties, privileges, utilities and any other attributes and appurtenances whatsoever that may go along with the same and that may run with or to the same, free from any and all encumbrances, charges or onus whatsoever, and all the claim, estate, interest, right, title and possession in the said property whatsoever of the Vendors, unto and to the use of the said Purchaser, for him the Purchaser, TO HAVE AND TO HOLD the said property as his own thing absolutely now and ever onwards and that the Purchaser shall enjoy the same as its own chattel without any interference from the Vendor or anyone on its behalf.



2. The Vendors hereby covenants and declares that :

- a. That notwithstanding any act, deed or thing whatsoever done by them or any persons claiming by or through or under them, the Vendor have good right, full possession and title and absolute power and authority to convey and transfer the property to the Purchaser by this instrument and the Vendor hereby declares that they have not done or omitted or knowingly or willingly suffered and been party to act, deed or thing whereby they are prevented from selling the said property or whereby the said property has been charged, encumbered or prejudicially affected.
- b. The Vendor have not entered into any agreement and/or sale agreement or mortgage or hypothecation, or any other form of transaction whereby the SAID PROPERTY has been offered as a security for the payment or performance of any money or thing, or sale deed with any other person/s, builders, developers or Purchaser and/or Bank and Financial Institutions of any type, nor received from them any loan, advances, earnest money deposit, advance or deposit in respect of the same.

- c. That in the event of any part anywhere in the SAID



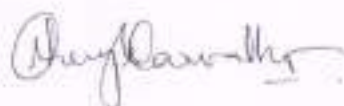
Shyambhar

PROPERTY being lost by the Purchaser on account of any lawful claim made by any person/s claiming title or possession as described above, the Vendors and their heirs shall recoup the Purchaser of all such loss together with all litigation expenses that may be incurred to protect their title to schedule property.

d. That if at any time it is found that any other person/s has got right, title and/or interest in the said property and/or there is any defect in the title of the said Vendors whereby the Purchasers right, title and interest in the SAID PROPERTY is in any way affected and/or at stake then the Vendors shall be liable to cure the defect in the title of the SAID PROPERTY at her own cost and expenses and ensure that the Purchaser get a clean title to the same.

e. The Purchaser shall at all time after the execution of the Sale Deed, occupy and possess the SAID PROPERTY peacefully without any interruption, claim or demand from any person whatsoever.

f. That the Vendors are aware that the same Purchaser will be purchasing the remaining three-fourths rights from the other co-





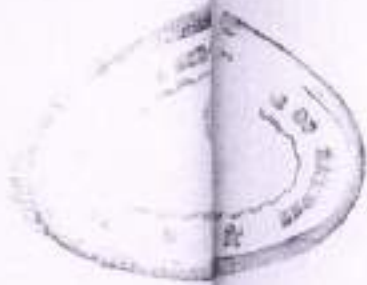
owners of the said property and they have no objection to the same.

That all claims, taxes, land revenues and other dues owing to any authority, if any, payable in respect of the aforesaid property upto the date of execution of this Deed of Sale have been paid in full by the Vendors and any outstanding dues or arrears in respect thereof shall be the liability and responsibility of the Vendors. After the date of execution of this deed all the taxes and outgoings shall be the liability and responsibility of the Purchaser.

The Vendors do hereby assure the Purchaser that they shall, at the cost of the person requiring the same, execute such writings and documents and do every act and thing necessary for further and/or more perfectly assuring the property hereunder sold and conveyed to the Purchaser as may reasonably be required.

All taxes, cesses, dues, demands, charges towards electricity and water supply, Panchayat taxes, fees towards registration of the and other services and outgoings payable in respect of this above

Aray Kawal



Said Property have been paid and cleared by the VENDORS up to the date of execution of this Sale Deed absolutely and thereafter it shall be the responsibility of the Purchaser after the execution of the Sale Deed in his favour.

The Market value of the said property is Rs. 66,66,666/- (Rupees Sixty Six Lakhs Sixty Six Thousand Six Hundred and Sixty Six only) and as such stamp duty of Rs. 2,67,666/- (Rupees Two Lakhs Sixty Seven Thousand Six Hundred and Sixty Six Only) is affixed hereto which is borne by the Purchaser.

The Purchaser has deducted 1% TDS towards the said property and the challan for the same has been produced herewith.

Neither the PURCHASER nor the VENDORS hereto are belonging to Scheduled Caste or scheduled Tribes as per Notification No. RD/LAND/LRC/318/77 dated 21/08/1978 and circular no.16/04/2011-RD dated 06/06/2011 issued by Govt of Goa.

SCHEDULE

All that one fourth of the property admeasuring 468.75 sq mts of the Property known as GORBATTA, also known as PATTEROVOLNAICACHEM, also known as PORTEA ROVOLNAICACHEM, also known as SIQUERI WADO, together with the residential house therein bearing House No. 604(36/6), situated at Candolim, Bardez, Goa, within the Jurisdiction of the Village Panchayat of Candolim, within the registration sub-district of Bardez, of the district of North Goa and state of Goa. This property was originally a one fourth part of the larger property of the same name, which larger property, as a whole, was described in the Land Registration Office of Bardez under description no. 16020 at page 94 of the book B 49 and inscribed in the Taluka Revenue Office under Matriz No. 541 of the first circumscription. This property, which is a distinct and separate property, is presently surveyed in the record of rights under Survey No. 251 sub-division no. 5 of Candolim, admeasuring 1850 sq mts and also includes the northern half of the well property admeasuring 25 square meters separately surveyed under survey no. 251 sub-division no. 6 of Candolim and is

bounded as under:

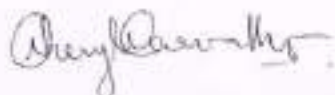
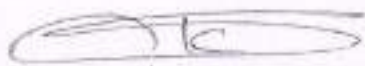
East: by the properties bearing survey nos.250/3, 250/6 and 250/7 of Candolim,

West: by the property bearing survey no.251/4 of Candolim,

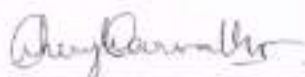
North: by the rain water drain and

South: by the property bearing survey no.251/7 of Candolim and by the well property bearing survey no.251/6 of Candolim

IN WITNESS WHEREOF the Parties hereto have signed this Deed of Sale on the day, month and year first hereinabove mentioned.



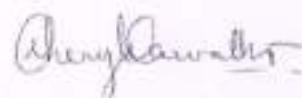
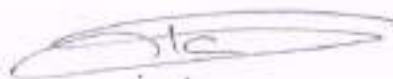
SIGNED AND DELIVERED)
By the withinnamed VENDORS)
in the presence of witnesses)



Ms. Cheryl Carvalho
(for self and POA holder for
Vendor No. 1 and 2)

L.H.F.P

R.H.F.P



SIGNED AND DELIVERED)
By the withinnamed Purchaser)
in the presence of witnesses)

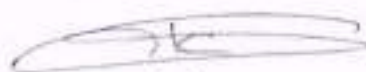
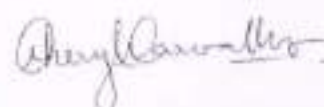


Shri. Suraj Morajkar
Sole Proprietor of
SUN ESTATES DEVELOPERS



L.H.F.P

R.H.F.P



In presence of Witnesses

1. Dr. Gauri Saravata *Wf*

2. Lochan Madhok *Partner*

Cheryl Caron



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 25-08-2015 10:05:10 AM

Document Serial Number : 3904



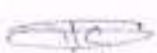
Presented at 09:37:00 AM on 25-08-2015 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	200010.00
2	Processing Fees	390.00
	Total :	200400.00

Stamp Duty Required: 266680.00

Stamp Duty Paid: 267666.00




Suraj Morajkar presenter

Name	Photo	Thumb Impression	Signature
Suraj Morajkar, S/o Sagun Morajkar, Married, Indian, age 44 Years, Business, r/o H. No. 1679A, Salnem, Candolim, Bardez-Goa. PAN No. AEMPM7614J. The Sole Proprietor of Sun Estates Developers, having office at Miramar Beach Road, Next to Hotel Blue Bay, Caranzalem, Ilhas, Goa.			

Endorsements

Executant


1. Cheryl Esmeralda Carvalho, d/o Edmund Carvalho, UnMarried, Indian, age 42 Years, Service, r/o Carl Bungalow, Plot 31-A/2, X Road, No. 5, IC Colony, Borivali West Mumbai 400 103. PAN No. AD8PC7155M. For self and as POA holder for the Vendor No. 1 and 2- Edmund and Carl Carvalho, vide POA dated 20/08/2015 executed before the Notary Ashok M Pandya at Borivali Mumbai.

Photo	Thumb Impression	Signature
		

2. Suraj Morajkar, S/o Sagun Morajkar, Married, Indian, age 44 Years, Business, r/o H.No. 1679A, Saipem, Candolim, Bardez-Goa. PAN No. AEMPM7614J. The Sole Proprietor of Sun Estates Developers, having office at Miramar Beach Road, Next to Hotel Blue Bay, Caranzalem, Ilhas, Goa.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv. Gauri Sarvankar , d/o Gurudas Sarvankar, Married, Indian, age 32 Years, advocate, r/o H.No. 28/J/3, Karaswada, Mapusa, Bardez, Goa.	

PD Arre e m 666/15 dtd 1st/11/11
Submitted


Sub-Registrar

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Book-1 Document
Registration Number BRZ-BK1-08827-2015
CD Number BRZD774 on
Date 19-11-2015


Sub-Registrar (Bardez)

Scanned By:- *Sadanand*

Signature: *Impartible*

Designed and Developed by C-DAC, ACTS, Pune

*Delivered by
Reshma
20/11/15*