1460
31/10

AXIS BANK LTD
SIDDHARTH BANDODKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/C.R./35/2/2010-RD

भारत 04545 NON JUDICIAL गोवा
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zero zero nine zero zero zero zero 12:24
Rs.0090000/- PB5740
सत्यमेव जयते
INDIA STAMP DUTY GOA

NAME: Nitin Sitaram Shirodkar
ADDRESS: Vasco
THROUGH:
SIGNATURE:
RECEIPT NO. AXIS 6/45/95

For AXIS BANK LTD.
Authorised Signatory
P.Shirgaonkar Road,
Panaji, Goa-403001.

Serial No 1443/11
esented at the Office of the
ub-Registrar of Mormugao
between the hours of 2.30 pm.
at 3.00 on 17/10/2011

SUB-REGISTRAR
MORMUGAO

Rec[illegible]ees for Rs. Ps.
Reg[illegible] 90000.00
Copy[illegible] Folios 60.00
Copying endorsements 16.00
Postage 54.00
Total Rs. 90120.00

SUB-REGISTRAR
MORMUGAO

DEED OF SALE

THIS DEED OF SALE is made and executed at Vasco-da-Gama, Goa, on this 17th day of October 2011.

Cont..2/-

BETWEEN

SHRI. SUNIL G. KUDALE, (Pan Card No. AGGPK4815P) son of Shri. Gurunath D. Kudale, aged 49 years, married, Engineer, and **2) SMT. KSHAMA SUNIL KUDALE**, (Pan Card No. ADZPK4403D) Wife of Shri. Sunil Kudale, aged 44 years, Married, Occupation-Housewife, both Indian Nationals, residents of B-605, Grand Landscape, Panaji Goa, hereinafter called as the "**THE VENDORS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executors, administrators and assigns) **OF THE FIRST PART**

AND

MR. NITIN SITARAM SHIRODKAR, (Pan Card No. BCAPS2134L) son of Mr. Sitaram Shirodkar, aged 31 Years, Married, Business, Indian National, resident of 34, Vishwanath Garage, Mestawada, Vasco da Gama, Goa, hereinafter called as "**THE PURCHASER**" (Which

Cont..3/-

expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, executors, administrators and assigns) **OF THE SECOND PART**

WHEREAS, the Vendors are the absolute owners in possession of two independent developed Plots identified as plot No. 16 and 17, admeasuring an area of 438.06 Sq. Mtrs and 440 sq. Mtrs respectively sub divided from the original plot No. 2, of Sancoale Village Survey under Survey no. 174/1, situated in the Sancoale village panchayat, Taluka and Sub District of Mormugao, District of South Goa, State of Goa being independent piece and parcel of the entire property designated as Lote No. LXVII of the comunidade of Sancoale acquired by the Zuari Agro Chemical Limited by a deed of Conveyance dated 31.01.1971, the same was neither registered in the land registration office nor enrolled in Land Revenue Office more particularly described in Schedule I hereunder written.

AND WHEREAS, the said Zuari Agro Chemicals Ltd., by

Cont..4/-

a Deed of Exchange dated 09.03.1992 has exchanged a part of their said property with the property of Mr. Jagdish Chowgule, who sub-divided the said property into number of small plots and sold different purchasers.

AND WHEREAS, the first vendor is one of the purchaser who has purchased two of the said plots by two different Sale Deeds, as under:

a. Plot No. 16 vide deed of Sale dated 16th October 1996, registered in the office of the sub-registrar of Mormugao, Goa, under No. 724 at pages 290 to 309, Book I, volume 190 dated 18.10.1996.

b. Plot No. 17 vide deed of Sale dated 16th October 1996, registered in the office of the sub-registrar of Mormugao, Goa, under No. 723 at pages 270 to 289, Book I, volume 190 dated 18.10.1996.

AND WHEREAS, the first vendor upon purchase of the said plots has amalgamated into one unit, thereby making total area of the said amalgamated plot as 878.06 Sq. Mtrs.

Cont..5/-

AND WHEREAS, the first Vendor with intention to construct Row Houses and sell to the prospective purchasers in the said property has obtained necessary permission from Mormugao Planning and development authority Vide their order No. MPDA/7-K-81/08-09/1557 dated 17.12.2008 construction Licence from the Village Panchayat of Sancoale for construction of Six Row houses under Licence No. 54/2008-2009 dated 04.02.2009 Sanad i.e. conversion of use of land for residential use from Dy. Collector under No. 11/1/87/DYC/MOR/19/95 dated 04.07.1995 and other licenses from concerned authorities and has constructed 6 row houses therein and has obtained occupancy certificate from Village Panchayat of Sancoale under No. VP/S/2008-09/123 dated 19.03.2009.

AND WHEREAS the purchasers have approached to the Vendors with intention to purchase one of the said Row House, identified as unit No. 2, and has offered to pay to the vendors Rs. 45,00,000/- (Rupees Forty Five Lakhs Only).

Cont..6/-

AND WHEREAS, the vendors have agreed to sell to the purchaser and the Purchaser has agreed to purchase from the vendors the Row Houses, identified as unit No. 2, for the total consideration as offered by the purchasers on terms and conditions stipulated hereunder .

AND WHEREAS, the parties herein are desirous to reduce into writing the terms and conditions as agreed and accepted by and between them.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1. In pursuance to the above agreement and in consideration of a sum of Rs. 45,00,000/- (Rupees Forty Five Lakhs Only) that has been paid by the Purchaser to the Vendors, vide pay order bearing No. 999007 dated 13.10.2011 drawn on Corporation Bank, Vasco Branch, Vasco da Gama, Goa, (the receipt whereof the Vendors do and each of them does hereby admit and acknowledge and discharge the Purchasers forever of and from the

Cont..7/-

same) and the Vendors do hereby sell, convey, transfer, **ALL THAT** the row house, identified as unit No. 2, admeasuring gross builtup area approximately 155 Sq. Mtrs., including the incidence of staircase, balcony/terrace, parking etc as per the approved plan together with undivided proportionate share in the land, more particularly described in schedule I hereunder written, constructed in the amalgamated plot (previously identified as plot No. 16 and 17) sub divided from the original plot, designated as plot No. 2, originally designated as lote No. LXVII of communidade of sancoale, situated at Sancoale Village, Taluka Mormugao, and district of South Goa, State Of Goa, the said plot of land is more particularly described in Schedule-II and IIA hereunder written, with all easements, appurtenances, title, interest and rights, without any restrictions and reservations **TO HAVE AND TO HOLD AND ENJOY** the same for the Purchasers, their heirs, legal representatives, absolutely and forever without any obstructions from them or from any other person claiming through them.

Cont..8/-

2. The Purchaser herein has inspected the said row house, identified as unit 2, and has agreed to purchase the same as is where is basis, without any further claim and/or demand against the vendors.

3. The Purchaser/s shall from the date of possession maintain the said Row House, the walls, partitions walls, sewers, drains, pipes and appurtenance thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the Said Row House and/or common passages if any, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws, nor shall the Purchaser/s change or alter the external of the structure.

4. Upon the Purchaser/s taking delivery of the Said Row House, the purchaser/s shall have no claim against the Builder in respect of any item of work in the Said Row

Cont..9/-

House which may be alleged not to have been carried out or completed.

Plaster Cracks are an inherent phenomena of newly constructed Row House. Such cracks to the plaster/dampness in external walls shall not be considered as defective.

Similarly, the Vendors shall not be responsible for shade/ colour/ size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

The Vendors shall not be responsible for absorption of certain color pigments resulting in stains by vitrified tiles and consequently the Purchaser/s are advised to avoid spillage of colour pigment, turmeric, kumkum etc on tiles.

5. From the date of taking over possession of the Said Row House the Purchaser/s shall be liable to pay the Property tax and all other taxes, charges, assessments,

Cont..10/-

levies etc by whatever name called, as the owner of the said Row House, The Vendors shall not be responsible for any default in payment of such taxes thereafter.

6. Any Levy or service tax or Sales tax of any other tax of any nature, if levied or becomes due and payable subsequently by the Vendors on the entire project or on individual Row House including the Said Row House, the same shall be borne by the Purchaser/s, or jointly by all the purchaser/s proportionately, The amount so to be borne by the Purchaser/s shall be paid by the Purchaser/s within 15 days of the intimation by the Vendors, notwithstanding the fact that the Said Row House, at that point of time, may have already been transferred unto the Purchaser/s or its possession has already been handed over to the Purchaser/s.

7. Any taxes or outgoings levied by the Panchayat or any other competent authority for consumption of electricity, and water/sewerage charges, exclusively pertaining to the Said Row House shall be borne by the Purchaser/s from the date of issuance of Occupancy Certificate.

Cont..11/-

8. The Vendors covenant with the Purchaser that the said row house identified as unit No. 2, which has been sold to the Purchasers by means of this Deed, is free from all encumbrances, liens, charges and attachments.

9. The Vendors also covenant with the Purchaser that they are the absolute owners in possession of the said row house and that no one except the Vendors have any rights, title, interest and claim over the said row house.

10. The Vendors further covenant with the Purchaser that they have clean, clear and marketable title to the said row house identified as unit No. 2.

11. The Vendors assure unto the Purchaser that they have full rights absolute authority to sell, transfer, and convey the rights, title and interest in the said row house unto and in favour of the Purchaser.

12. The Vendors assure unto the Purchaser that they shall at all times hereinafter at the request of the

Cont..12/-

Purchaser execute all necessary documents and do all other lawful acts, deeds and things for further and better or more perfectly assuring the title of the said row house unto and in favour and in the name of the Purchasers.

13. The Vendors assure unto the Purchaser that they have not obtained any finance from any Financial Institution or person and that the said row house has not been mortgaged or there is no charge or liens of anybody over the said row house, as such it is free from all sorts of encumbrances, charges, liens, attachment and mortgage.

14. The Vendors herein assure unto the Purchaser that the said row house with undivided share in the land which has been sold to the Purchasers by means of the present Deed of Sale, is free from all encumbrances, liens, charges, attachment and lis-pendent.

15. The vendors herein declare that there is no case pending before any Court or before any authority regarding the plot of land and the said row house, and that the same is free from litigation.

Cont..13/-

16. The vendors herein assure unto the Purchaser that they have not entered into any agreement of sale or deed of sale or any other deed of conveyance pertaining to the said row house identified as unit No. 2, with any other person/s other than the purchasers herein.

17. The vendors declare that on today they have handed over and delivered the peaceful and vacant possession of the said row house, with undivided share of land in the hands of the Purchaser as its owner, the Purchaser do hereby admit and acknowledge the same.

18. The purchasers hereby declare that they have inspected the said row house, and the construction made and satisfied since it is in accordance with the approved plan by the authorities, the purchaser have accepted the possession of the said row house without any objection of whatsoever nature.

19. The purchasers undertake to contribute and pay for the maintenance of all the common amenities provided with owners of other units.

Cont..14/-

20. In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or any thing arising out of it, and/or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and the decision of the Arbitrator shall be final and binding on both the parties.

a. The venue of the Arbitration shall be at Vasco Da Gama, -Goa

b. The language of Arbitration shall be in English

c. Only the Courts at Vasco Da Gama-Goa shall have the jurisdiction in this regard.

SCHEDULE –I

Cont..15/-

ALL THAT row house identified as Unit No. 2, admeasuring Gross built up area of 155 Sq. Mtrs, constructed in the property described in schedule II A & II B hereunder written, more clearly shown in the plan annexed hereto the said row house is bounded as under:

To The North	:	8 mts wide road
To The South	:	Row House Unit no 4
To the East	:	Row house unit no. 3.
To The West	:	Row House Unit No. 1

SCHEDULE –II
SCHEDULE –IIA
(Plot No. 16)

ALL THAT, plot identified as plot No. 16, admeasuring an area of 438.06 Sq. Mtrs, an independent piece and parcel of entire property designated as plot No. 2, of Sancoale Village, survey No. 174/1, situated in Sancoale Village

Cont..16/-

Panchayat, Taluka and Sub District of Mormugao, District of South Goa, State Of Goa, being independent piece and parcel of entire property designated as lote No. LXVII of the Comunidade of Sancoale, acquired by Zuari Agro Chemical Limited, by a Deed of Conveyance Dated 31.01.1971, the same was neither registered in land registration office nor enrolled in land revenue office, the said plot is bounded as under:

On the North	:	By 8 mtrs Wide Road
On the South	:	By Plot No. 17
On the West	:	By 6 mtrs Wide Road
On the East	:	By Open Space

SCHEDULE –IIB

(Plot No. 17)

ALL THAT, plot identified as plot No. 17, admeasuring an area of 440 Sq. Mtrs, an independent piece and parcel of

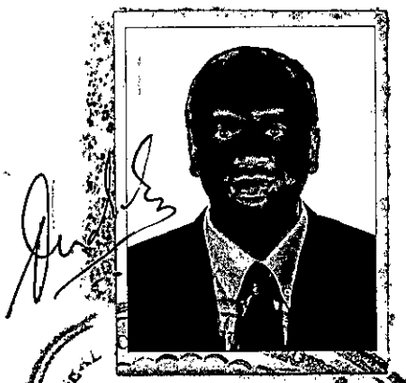
Cont..17/-

entire Property, admeasuring an area of 25,608 Sq. Mtrs, designated as plot No. 2, of Sancoale Village, survey No. 174/1, situated in Sancoale Village Panchayat, Taluka and Sub District of Mormugao, District of South Goa, State Of Goa, being independent piece and parcel of entire property designated as lote No. LXVII of the Comunidade of Sancoale, acquired by Zuari Agro Chemical Limited, by a Deed of Conveyance Dated 31.01.1971, the same was neither registered in land registration office nor enrolled in land revenue office, the said plot is bounded as under:

On the North	:	By Plot No. 16
On the South	:	By Plot No. 18
On the West	:	By 6 mtrs Wide Road
On the East	:	By Open Space

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year hereinabove written.

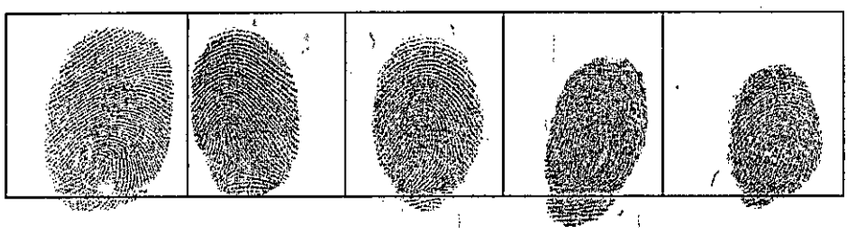
Cont..18/-



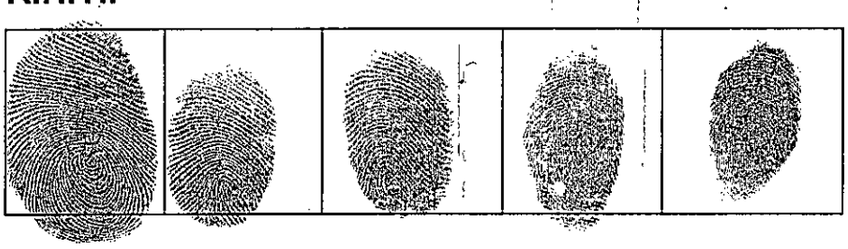
SIGNED AND DELIVERED
BY THE WITHINNAMED
"THE VENDORS"

SHRI. SUNIL G. KUDALE

L.H.T.I



R.H.T.I



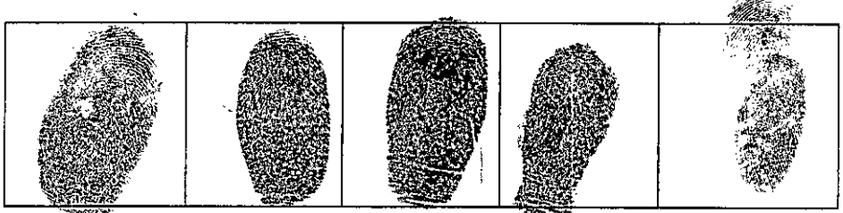
Cont..19/-



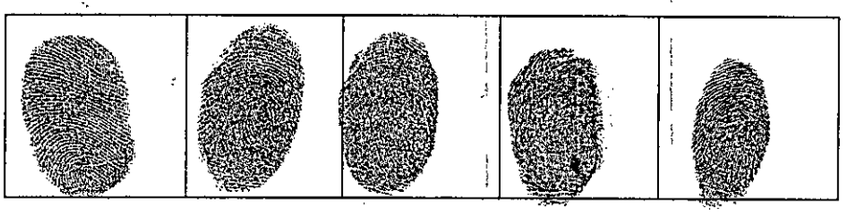
SMT. KSHAMA SUNIL KUDALE

REGISTRAR OF MARRIAGES VASCO-DA-GAMA GOA

L.H.T.I



R.H.T.I



Cont..20/-



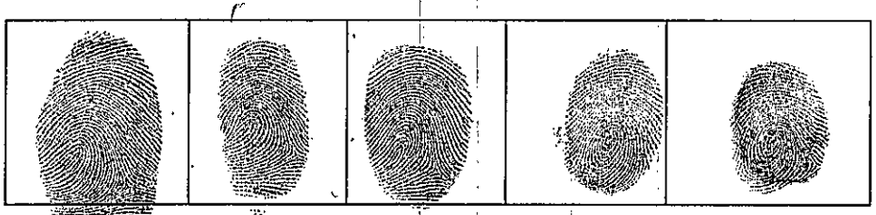
SIGNED AND DELIVERED
BY THE WITHINNAMED
"THE PURCHASER"

MR. NITIN SITARAM SHIRODKAR

L.H.T.I



R.H.T.I

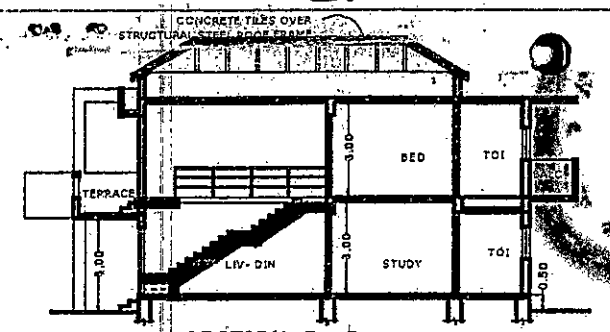


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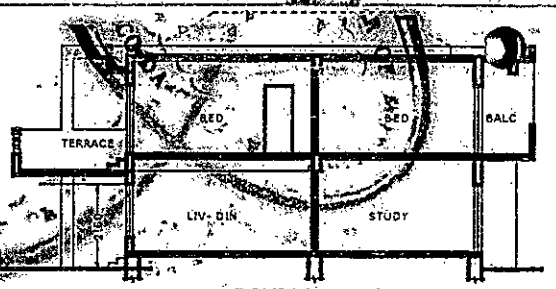
WITNESSES:

1. Sameer Shirodkar

2. Dayesh R. Naik



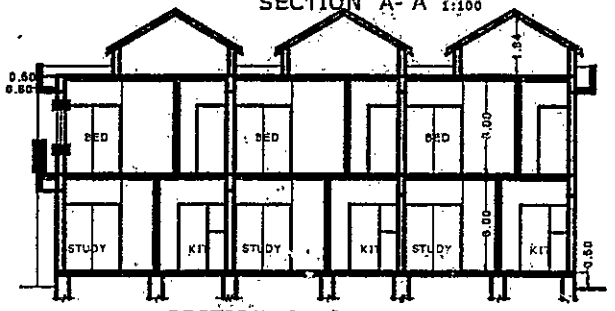
SECTION B - B 1:100



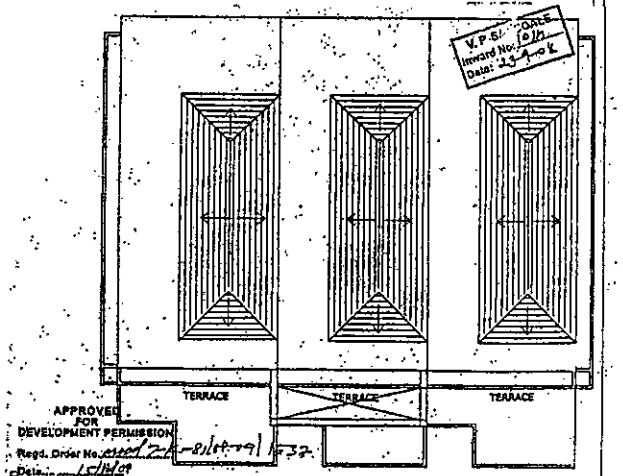
SECTION A- A 1:100



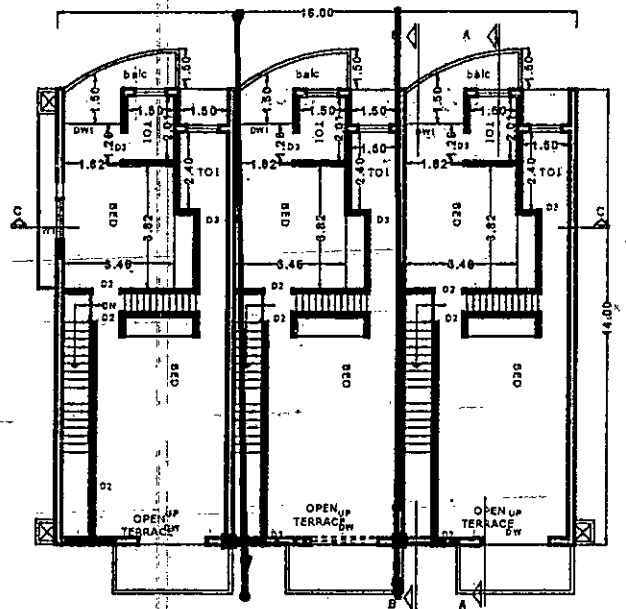
ELEVATION 1:100



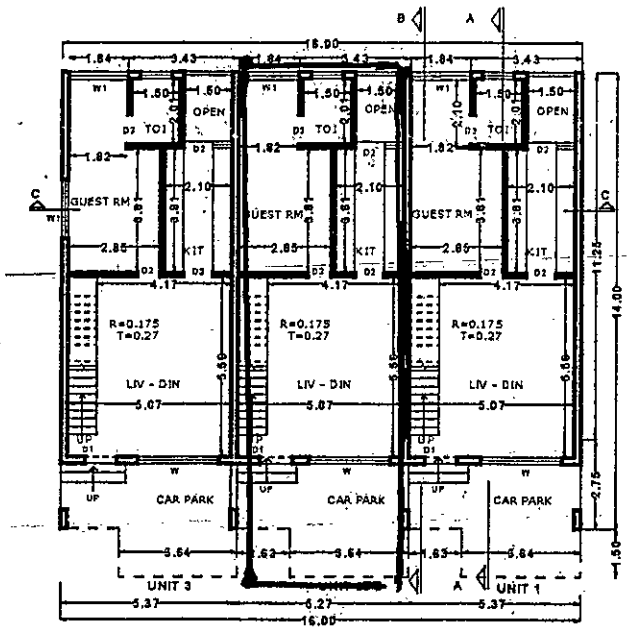
SECTION C - C 1:100



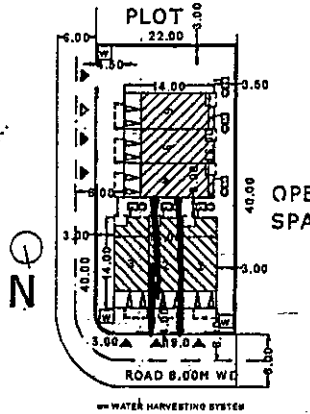
TYPICAL ROOF PLAN 1:100



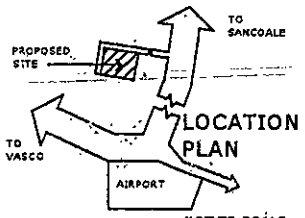
TYPICAL FIRST FLOOR PLAN 1:100



TYPICAL GROUND FLOOR PLAN 1:100



SITE PLAN 1:500



NOT TO SCALE

PROJECT	PROPOSED ROW HOUSES IN PLOT NOS. 18 AND 17 OF SURVEY NO. 174/1 (PLOT NO. 2) AT VILLAGE SANCOALE, MARMUGOA- GOA
OWNERS	SUNIL KUDALE KSHAMA KUDALE
	UNITS 1, 2 & 3
	SUNIL KUDALE CONSULTING ENGINEERS &PDA/ENGR/ /2007 PWD/ENGR/511/2008 303, Mangurish Bldg, 18 June Rd, Panaji, Goa 403001 sunil.kudale@rediffmail.com TEL: 0832-6452943, 9823976650

Book No. 1 Volume No. 1
Page 293 to 296
31/10/2011

Sameer Shirodkar

nd known to the Sub-Registra
tates that he personally knows
he above executant and identifies

SUB-REGISTRAR
MORMUGAO

Book No. 1
Pages : 203 to 226
Book No. 1 Volume No. 1326
Date 31/10/2011

THE SEAL OF THE SUB-REGISTRAR OF MORMUGAO
VASCO-DA-GAMA

Note of Returning

This document will be returned
on 31/10/2011

SUB-REGISTRAR
MORMUGAO

Executing parties:

1. Shri Sunil Gurunath Kudale, Son of Shri Gurunath D. Kudale, aged 49 years, married, Engineer and
2. Smt. Rohana Sunil Kudale, wife of Shri Sunil Kudale, aged 44 years, married, Housewife. Both R/o Grand Landscape, Panaji-Goa.
3. Shri Nitin Sitaram Shirodkar, Son of Sh. Sitaram Shirodkar, aged 31 years, married, Business, R/o Mastawada, Vasco-da-Gama, Goa. All above parties are Indian Nationals.

accounting parties 1 to 3

admits execution of the so called Sale deed

1)

2)

3)