

40/2014

RED BANK LTD
SIDDHARTH BANDOOKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI
D-5/STP(V)/C.R./35/2/2010-RD

NON JUDICIAL ग नोव
JAN 06 2014
12:13
R.0343500/- PB5740
INDIA STAMP DUTY GOA

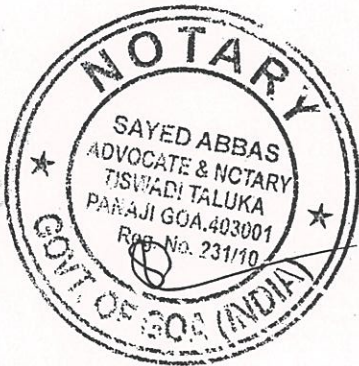
NAME: Shaji K Babu
ADDRESS: Cairanzalem
THROUGH: Dilesh
SIGNATURE: 
RECEIPT NO: AXISB/13765

AXIS BANK LTD.

K.A. Rai Koi

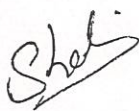
Authorised Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.

TRUE COPY



DEED OF SALE

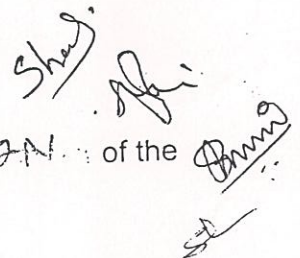
This DEED OF SALE is made at Panaji, Goa, on this 7th day of JAN of the year 2014;





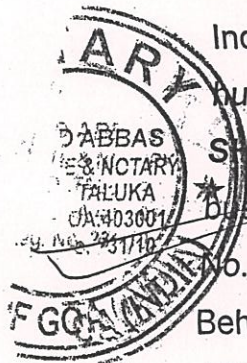






BETWEEN

(1) **MRS.ZEENAT SHIRAZI alias CONCEPTION GABRIEL**, wife of Mr.Shahajahan Shirazi and daughter of Mr.Sebastian Cabral, age 55 years, married, housewife, Indian National, PAN Card No.AACPS6498Q, and her husband (2) **MR.GULAM ALI SHIRAZI alias SHAHAJAHAN SHIRAZI**, son of Shri Aziz Shirazi, age 54 years, married, business/service, Indian National, PAN Card No.AACPS6499R, both residents of F/1, Juhu Apartments, Behind Lido Cinema, Juhu Road, St.Cruz (West), Mumbai – 400 049, hereinafter called as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, administrators, executors and assigns) of the FIRST PART.



AND

(1) **MR.SHAJI KABIR BABU alias SHAJI K. BABU**, son of Shri Kabir Babu, age about 33 years, married, businessman, PAN No.AKDPB3857B, and his wife (2) **MRS.SHAHIN RIYAZ**, age 23 years, married, service, PAN No.ALBPR2614R, both Indian Nationals and both residing at Miramar, Panaji, Tiswadi, Goa, hereinafter called as the "PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, administrators, executors and assigns) of the SECOND PART.

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WHEREAS the Vendors are the absolute owners and in possession of Plot No.25, approximately admeasuring 2400 sq.mts. surveyed under Survey No.7/9 of Village Corlim, situated at Molar, Corlim, Tiswadi, Goa, more particularly described in Schedule-II hereunder written and hereinafter called as the "SAID PLOT".



AND WHEREAS the said Plot No.25, represents part of plot "B", totally admeasuring 64594 sq.mts. which is the part of the larger property known as "MOLLAR" also known as "MALAR" described under No.20668, situated in Village and Parish of Corlim, which being the plot No.25, is detached from the property since described under No.20226, at folios thirty five reverse of book B-54 new, and surveyed under Survey No.7/9 of Village Corlim, more particularly described in Schedule-I hereunder written and hereinafter called as the "SAID PROPERTY".



AND WHEREAS the said property originally belonged to Smt.Matildes Fernandes and her husband Joaquim Jose Fernandes.

AND WHEREAS Vide Deed of Sale with Discharge dated 4/3/1953, the said Smt.Matildes Fernandes and Smt.Joaquim Jose Fernandes sold the said Plot No.25 of the said property, approximately admeasuring 2400 sq.mts. to Smt.Lefregina Matos also known as Refregina Matos alias Roqizina Martins or Libbia Cabriel, wife of Shri Sebastiao Cabral.

AND WHEREAS the said Shri Sebastiao Cabral expired leaving behind him his half sharer and moiety holder his wife

the said Smt.Lefregina Matos alias Refregina Matos alias Roqizina Martis or Libbia Cabriel and his sole and universal heir his only daughter namely Ms.Conception Gabriel, the Vendor No.1 hereto.

AND WHEREAS the said Smt.Lefregina Matos alias Refregina Matos alias Roqizina Martins or Libbia Cabriel, expired on 6/12/1997, leaving behind the above said Vendor No.1 hereto.

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& NOTARY
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AND WHEREAS thereafter, the Vendor No.1 hereto. married to the Vendor No.2, Mr.Gulam Ali Shirazi alias Shahajahan Shirazi and her name was changed to Mrs.Zeenat Shirazi.

AND WHEREAS upon the death of the said late Shri Sebastiao Cabral and late Smt.Lefregina Matos alias Refregina Matos alias Roqizina Martins or Libbia Cabriel, the said Vendor No.1 hereto filed an inventory proceeding under No.55/12/B, in the Court of Civil Judge Senior Division at Panaji, Goa, in which proceeding the said plot admeasuring 2400 sq.mts. was listed as Item No.1.

AND WHEREAS Vide Order dated 19/3/2013, passed by the the Court of Civil Judge Senior Division at Panaji, Goa, the said property was allotted to the Vendor No.1 hereto and thus the Vendors hereto became the absolute owners of the said Plot.

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AND WHEREAS the Purchasers have approached the Vendors hereto and offered to purchase the SAID Plot No.25, approximately admeasuring 2400 sq.mts. surveyed under Survey No.7/9 of Village Corlim, from the Vendors and the Vendors herein have agreed to sell the SAID PLOT for a total consideration of Rs.98,00,000/- (Rupees Ninety Eight Lakhs only) which is the present market value of the SAID PLOT and on the terms and conditions given herein

below:-

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No. 231/10

AND WHEREAS the Purchasers have taken inspection of the SAID PLOT and documents of title relating to the said property described in Schedule-I and II hereunder written and is fully satisfied about the same.

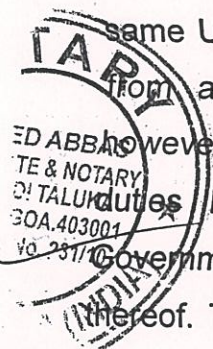
AND WHEREAS on having received the total consideration of Rs.98,00,000/- (Rupees Ninety Eight Lakhs only) the Vendors hereto have agreed to execute the present deed of sale in favour of the Purchaser herein.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:-

1) That in consideration of a total amount of Rs.98,00,000/- (Rupees Ninety Eight Lakhs only) out of which the Purchaser has paid to the Vendors (1) Rs.15,00,000/- (Rupees Fifteen Lakhs only) vide Demand Draft No.149030, dated 24/08/2013, drawn on J&K Bank, Panaji Branch, and (2) Rs.5,00,000/- (Rupees Five Lakhs only) vide Demand Draft No.338144, dated 24/08/2013, drawn on State Bank of India, Miramar Branch, and the balance amount of Rs.78,00,000/- (Rupees Seventy Eight

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Lakhs only) is being paid vide RTGS from State Bank of India, Panaji, Branch, (the receipt of which the Vendors do hereby accept, admit and confirm) and the Vendors do hereby transfer, convey and assign by way of sale all that the SAID PLOT, more particularly described in SCHEDULE-II hereunder written and delineated in red colour in the plan annexed hereto on "as is where is basis", to HOLD the same UNTO the Purchaser as absolute owner thereof free from any encumbrances and/or defect in title, subject however to payment of all taxes, rates, assessments and duties hereafter to become due and payable to the Government or any other public or local body in respect thereof. The Vendors do hereby deliver the possession of the same unto and in favour of the Purchaser the SAID PLOT to have and to hold the same for his exclusive use and benefit absolutely and unconditionally forever together with all its attendant rights, liabilities, privileges, easements and appurtenances, whatsoever, legally permissible and available to the "SAID PLOT" in any way appertaining usually held or occupied herewith or reputed to belong to or be appurtenant thereto.

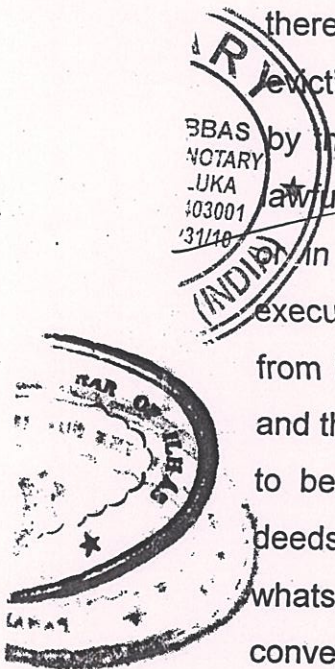


2) The Vendors hereby covenant with the Purchasers that the Vendors have a clear and marketable title to the SAID PLOT described in Schedule-II hereby conveyed is free from encumbrances and/or defect in title, if any at time any defect is found in the title of the Vendors to the "SAID PLOT" hereby conveyed, the Vendors shall remedy the said defect at their own cost and expenses and do all that is required for rectifying the said defect and in case of failure on part of the Vendors to rectify any such defect, they shall compensate the Purchasers for any such defect in the title. The Vendors hereby indemnified and keeps the Purchasers

indemnified for the title of the "SAID PLOT" described in Schedule-II.

3) The PURCHASERS shall and may at all times hereafter peaceably and quietly enter upon, own, held, occupy, possess and enjoy the "SAID PLOT" and receive the rents, issues and profits, thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim and demand whatsoever from or by the VENDORS or their heirs or their person or persons, lawfully and equitably claiming or to claim by, from, under, or in trust for the VENDORS or their respective heirs, executors and administrator or any of them shall and will from time to time and at all times hereafter at the request and the cost of the PURCHASERS do and execute or cause to be done or executed all such further and other acts, deeds, matters, things conveyances and assurances in law whatsoever for the better and more perfectly granting, conveying, transferring and assuring the "SAID PLOT" and every part thereunto and to the use and benefit of the PURCHASERS, or their heirs, executors, successors and assigns as shall be reasonably required in the manner aforesaid, and the VENDORS shall attend the Sub Registration Office and admit execution of the present deed of sale.

4) The VENDORS HEREBY assures the PURCHASERS that the "SAID PLOT" has no encumbrances whatsoever and they have clear and marketable title to the same and the Vendors hereby further declare that after the execution of these presents, if any defect was found in the title of the Vendors or in case of any other encumbrances or claims in respect of the said property the Vendors shall be



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responsible to compensate the Purchaser and the Purchasers shall be entitle to claim damages and other charges as applicable.

5) The Vendors shall give necessary NOCs for carrying out mutation of the SAID PLOT in the name of the Purchaser.

6) The Vendors have today handed over possession of the "SAID PLOT" better described in Schedule-II hereto on "as is where is basis" to the Purchaser.

The said value of Rs.98,00,000/- (Rupees Ninety Eight Lakhs only) is the present market value of the SAID PLOT and stamp duty of Rs.3,43,500/- (Rupees Three Lakh Forty Three Thousand Five Hundred Only) is affixed to this deed.

8) The Vendors declare that they do not belong to the Schedule Caste and Schedule Tribe and are not covered under the Notification No.RD/LND/318/77, dated 21/08/1978.

9.) The SAID PLOT hereby sold is marked in red colour in the plan annexed to this Deed, which plan is forming part of this Deed.

SCHEDULE - I

(Description of the property)

ALL THAT property known as "MOLLAR" also known as "MALAR" described under No.20668, situated in Village and Parish of Corlim, which being the plot No.25, is detached from the property since described under No.20226, at folios thirty five reverse of book B-54 new and bounded as under:

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On the East : by the remaining portion of the said property.

On the West : by Plot No.13.

On the North : by pathway four and half metres wide.

On the South : by Plot No.9.



SCHEDULE - II

(Description of the Plot, hereby Sold)

All that Plot No.25, approximately admeasuring 2400 sq.mts, which Plot No.25 represents part of plot "B", totally admeasuring 64594 sq.mts. which is the part of the larger property known as "MOLLAR" also known as "MALAR" surveyed under Survey No.7/9 of Village Corlim, situated at Corlim, Molar, Tiswadi, Goa, and bounded as under:

On the North: by property bearing Survey No.7/8 and 4.00 mts. wide internal road.

On the South: by property bearing Survey No.4/2 and survey No.6/6.

On the East: by 6.00 mts. wide road.

On the West: by property bearing Survey No.7/7, 7/10, 7/11 and 7/12 of the same property.

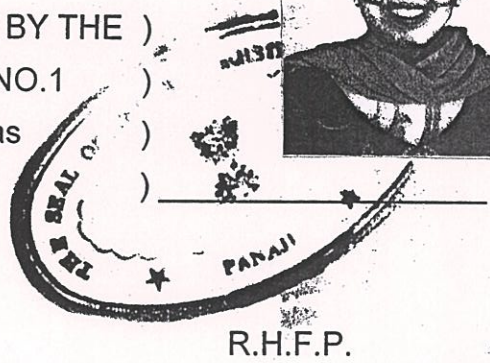
IN WITNESS WHEREOF the parties have executed these presence on the day, month and year first mentioned hereinabove.

[Signature]

[Signature]

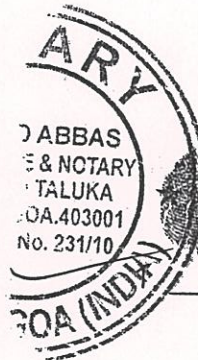
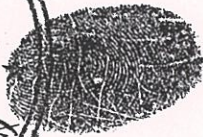
[Signature]

SIGNED AND DELIVERED BY THE)
WITHIN NAMED VENDOR NO.1)
MRS. ZEENAT SHIRAZI alias)
CONCEPTION GABRIEL)

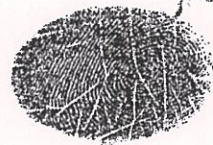


[Signature]

L.H.F.P.



R.H.F.P.



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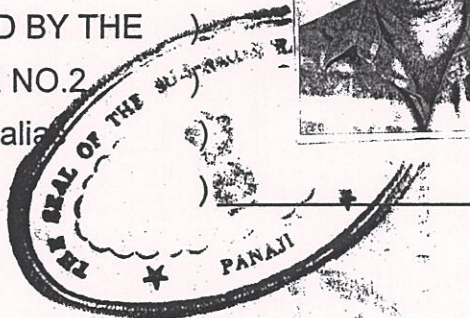
5. _____

[Signature]

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[Signature]

SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDOR NO.2
MR. GULAM ALI SHIRAZI alias
SHAHAJAHAN SHIRAZI



H.F.P.

R.H.F.P.



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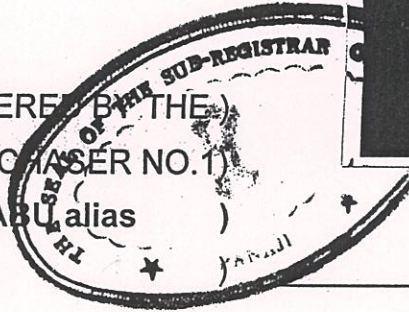
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Shirazi



SIGNED AND DELIVERED BY THE
WITHIN NAMED PURCHASER NO. 1)
MR. SHAJI KABIR BABU alias
SHAJI K. BABU



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H.F.P.

R.H.F.P.



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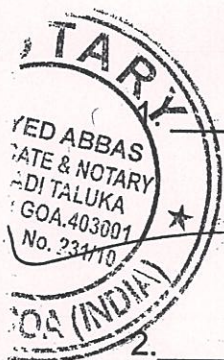
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SIGNED AND DELIVERED BY THE
 WITHIN NAMED PURCHASER NO.2)
 MRS. SHAHIN RIYAZ

Shahin

L.H.F.P.

R.H.F.P.



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IN THE PRESENCE OF WITNESSES:

1) Dilesh. D. Phadte *Dilesh*

2) HABIB H SHEIKH *H*

Shahin

SR

Shahin

Dilesh



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 07-01-2014 10:30:25 AM

Document Serial Number : 40

Presented at 10:12:00 AM on 07-01-2014 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	294000.00
2	Processing Fees	170.00
	Total :	294170.00

Stamp Duty Required: 220000.00

Stamp Duty Paid: 343500.00

Shaji Kabir Babu alias Shaji K Babu presenter

Name	Photo	Thumb Impression	Signature
EDDABAS TE & NOTARY D. TALUKA Shaji Kabir Babu alias Shaji K Babu, s/o Kabir Babu , Married, Indian, age 33 Years, Business, r/o Miramar Panaji Goa pan card No-AKDPB3857B			

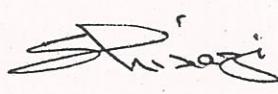
Endorsements

Executant

1. Zeenat Shirazi alias Conception Gabriel, w/o Shahajahan Shirazi, Married, Indian, age 55 Years, House-Wife, r/o F/1, Juhu Apartments, Behind Lido Cinema, Juhu Road, St Cruz (W) Mumbai 400049 pan card No AACPS6498Q

Photo	Thumb Impression	Signature

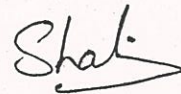
2 . Gulam Ali Shirazi alias Shahajahan Shirazi, s/o Aziz Shirazi, Married, Indian, age 54 Years, Service, r/o F/1, Juhu Apartments, Behind Lido Cinema, Juhu Road, St Cruz (W) Mumbai 400049 Pan card No AACPS6499R

Photo	Thumb Impression	Signature
		

3 . Shaji Kabir Babu alias Shaji K Babu, s/o Kabir Babu, Married, Indian, age 33 Years, Business, r/o Miramar Panaji Goa pan card No AKDPB3857B

Photo	Thumb Impression	Signature
		

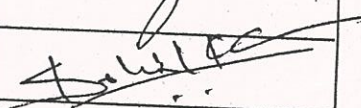
4 . Shahin Riyaz, w/o Shaji Kabir Babu alias Shaji K Babu, Married, Indian, age 23 Years, Service, r/o Miramar Panaji Goa Pan card No ALBPR2614R

Photo	Thumb Impression	Signature
		

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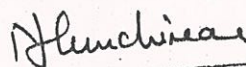
Identification

Sr No.	Witness Details	Signature
1	Habib Husan Sheikh , s/o Husan Sheikh, Married, Indian, age 35 Years, Service, r/o Corlim, Tiswadi Goa	
2	Sohail Khan , S/o Shijad Khan Pathan, UnMarried, Indian, age 26 Years, Service, r/o St Inez Panaji Goa	

Scanned By:-

Signature:-

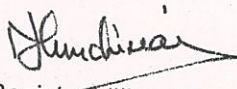
Designed and Developed by C-DAC, ACTS, Pune



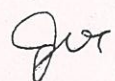
Sub-Registrar

SUB - REGISTRAR
ILHAS

Book-1 Document
Registration Number PNJ-BK1-00050-2014
CD Number PNJD27 on
Date 07-01-2014


Sub-Registrar (Ilhas/Tiswadi)

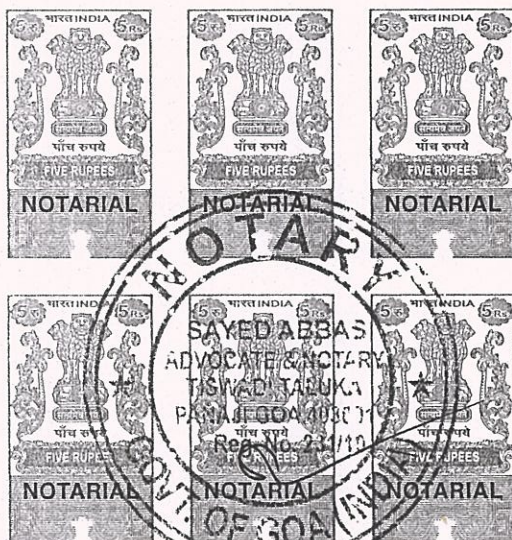
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ILHAS

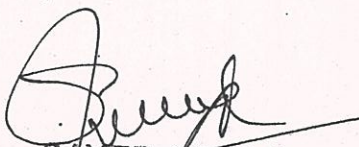
Signature: 

Designed and Developed by C-DAC, ACTS, Pune



CERTIFIED TRUE COPY OF THE ORIGINAL
REG. No. 81/2014 DATED 09/01/2014




SAYED ABBAS
Advocate & Notary
Tiswadi Taluka
Panaji-Goa 403001
Reg. No. 23/1/2010