



गोवा GOA

Treasury Officer
GOVERNMENT OF GOA
METRIST TREASURY SOUTH
MARGAO. GOA

314

Rs Twenty Thousand Only
Habib F. Ballang

400000

Signature of the Beneficiary

Signature of Beneficiary

Serial No. 4425/2007
Presented at the Office of
Sub-Registrar of Salcete
between the hours of 4:30 pm on 29/8/07

Received fees for Rs. 400000
Registration
Copy: 1000000
Copy: 1000000
Stamp: 1000000
Total: 4000000

SUB-REGISTRAR
SALCETE

SUB-REGISTRAR
SALCETE

DEED OF SALE

Signature of Habib F. Ballang



गोवा GOA

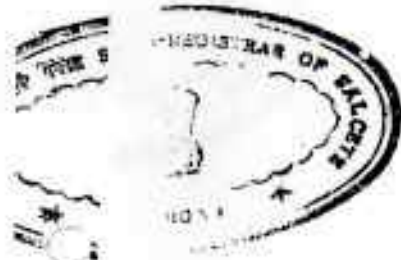
Treasury Officer
GOVERNMENT OF GOA
DISTRICT TREASURY SOUTH
MARGAO, GOA

20 AUG 2007 538

Sl. No. 314 Date of issue 20/08/2007
Value of stamp paper Rs Twenty Thousand Only
Name of the purchaser Habib F. Bakhya
Residing at Margao
Is there is no one additional stamp paper 40,000/-
attached along with

Signature of the purchaser

Signature of Officer



2

THIS DEED OF SALE is made and executed at Margao, Salcete Goa, on this 28th day of August in the year Two Thousand Seven (28/08/2007);

3m Sealed P Habib

BETWEEN

1. Shri. GOVINDRAJ K. PAI KAKODE, son of late Kashinath Pai Kakode, aged about 58 years, businessman, married; and his wife;
2. Smt. SHOBHANA G. PAI KAKODE, daughter of late Vassudev B. Thally, aged about 54 years, service; both residents of House No. 281 Z/9, Mugalli, Curtorim, Salcete, Goa, hereinafter for brevity's sake referred to as "the VENDORS" (which expression, unless repugnant to the context or meaning thereof shall mean and include their respective heirs, legal representatives, administrators, executors and assigns) of the FIRST PART;

AND

3. Shri. HABIB F. BALLARI, son of Fakruddin Sab Ballari, aged about 32 years, married, businessman, resident of House no. 370, Housing Board, Rumdamol, Davorlim, Navelim, Salcete, Goa; hereinafter for brevity's sake referred to as "the PURCHASER" (which expression, unless repugnant to the context or meaning thereof shall mean and include his legal representatives, administrators, executors and assigns) of the SECOND PART;



All the individuals intervening in this Deed are Indian Nationals;

WHEREAS there exists a property named as "GORWALLA", situated at Davorlim, within the area of Village Panchayat of Davorlim, Taluka and sub district of Salcete district of South Goa, State of Goa more particularly described in **SCHEDULE-I** hereinafter appearing and hereinafter referred to as the "SAID PROPERTY";

AND WHEREAS the said property described in **SCHEDULE-I** originally belonged to Mr. Joaquim Piedade Mascarenhas and his wife Remizia Vaz, who by public Deed of Gift drawn on 10th December 1935 gifted the same to Pedro Francisco Das Neves Mascarenhas;

AND WHEREAS the said Shri. Pedro Francisco Das Neves Mascarenhas expired on 26.11.1986 at Goa Medical College Hospital, Panaji, Goa, leaving behind his wife/widow, Smt. Juliet Mascarenhas alias Maria Julieta Joaquina Josefina Calazancia Camilo e Barreto and her children along with their spouses as only heirs and successors as they have been qualified so by Deed of Succession drawn on 24-07-1991 by Ex-officio Notary of Salcete recorded at pages 9 V of Book No 1336; who as the previous owners sold the said property to the VENDORS;



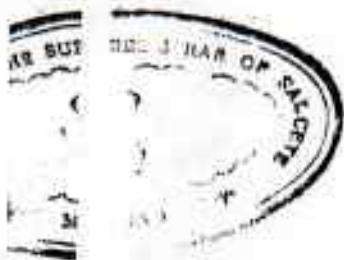
AND WHEREAS the said property admeasuring 5,700.00 square meters was purchased by the member No 1 of the VENDORS from the previous owners vide Deed of Sale dated 20/3/2006 and registered under No. 1517 at pages 286 to 306 of Book No. I, Volume No. 1990 dated 29/03/2006 before the Sub Registrar of Salcete at Margao, Goa;

AND WHEREAS the member no 2 the VENDORS is the wife of the member No 1 VENDORS who becomes the co-owner of the said property under the regime of communion of assets;

AND WHEREAS the member No 1 of the VENDORS has already divided said property described in **SCHEDULE -I** in to two plots as shown and identified as plot A and Plot B in the plan annexed to this Deed;

AND WHEREAS the member No 1 of the VENDORS has already developed the separated plot admeasuring 2700sq. mts. identified as plot A in the plan annexed to this agreement of the said property by reserving roads and constructing tenements after obtaining necessary approvals from all the Government Departments including Town and Country planning Department, Village Panchayat of Davorlim, Dicarpale;

AND WHEREAS the member No 1 of the VENDORS after construction of such tenements have sold such tenements to



various people on ownership basis who have purchased such tenements;

AND WHEREAS the VENDORS are exclusive owners in possession of the remaining area which is describe in SCHEDULE -II identified as Plot B in the plan annexed to this Agreement;

AND WHEREAS the VENDORS have represented to the PURCHASERS that:-

- a) The said Plot B describe in SCHEDULE -II of the Said property is free from all encumbrances, charges, liens, attachments etc.
- b) They are sole owners and possessors of the said Plot B of said property and have absolute authority and power to deal with same in any manner as they like.
- c) The said Plot B of said property is not subject to any agricultural tenancy rights or any other rights from any other person/s;
- d) The VENDORS have clear and marketable title to the said Plot B of said property.



AND WHEREAS believing the said representations as true the PURCHASER has agreed to purchase said Plot B the said property admeasuring 3000.00 square meters described in SCHEDULE-II for a total consideration of Rs. 20,00,000/- (Rupees Twenty Lakhs only) and the VENDORS have agreed to sell the said property to the PURCHASER for a total consideration of Rs. 20,00,000/- (Rupees Twenty Lakhs only);

AND WHEREAS the VENDORS and the PURCHASER desire to complete the sale by execution of this Deed.

NOW THIS DEED WITNESSES AS UNDER:-



1. That pursuant to the said Agreement and in consideration of the sum of Rs. 20,00,000/- (Rupees Twenty Lac Only) out of which an amount of Rs 14,00,000/- (Rs Fourteen Lac only) has been already paid before the execution of this Deed and balance amount of Rs 6,00,000/- (Rs. Six lac only) is paid today in following manner (1) Rs 4,00,000/- vide DD No 436283 dated 22-08-2007, (2) Rs 1,00,000/- vide DD No 436144 dated 27-08-2007 and (3) Rs 1,00,000/- by cheque bearing No 427111 dated 28-09-2007 all drawn on Corporation Bank and all drawn in favour of member No 1 of the VENDORS by the PURCHASER, the receipt whereof the VENDORS do hereby admit and acknowledge and discharge the PURCHASER absolutely

for [Signature] Habiz

and forever they, the VENDORS as owners and possessors do hereby convey and transfer by way of absolute sale UNTO the PURCHASER all the said Plot B, which is fully described in SCHEDULE-II hereinafter appearing, so that the PURCHASERS, from this time onwards, shall HOLD, HAVE, POSSESS and ENJOY the said Plot B hereby sold, along with all that is situated therein and along with all the easements, privies, benefits, privileges, advantages, appurtenances, etc. available to the said Plot B or to the owner thereof, as absolute owner thereof and free of all encumbrances.

2. The VENDORS declare that they have already handed over the possession of the said Plot B described in SCHEDULE-II hereinafter appearing, to the PURCHASER before execution of this Deed.
3. The VENDORS covenant with the PURCHASER, as under:-
 - (i) That the land/Plot B hereby sold or any part thereof, is not the subject matter of any litigation, whatsoever;
 - (ii) That the land hereby sold or any part thereof, is not the subject matter of any attachment, seizure or order of any restraint, by any Court, Tribunal, Forum, other

for Vendor *Habit*



Judicial Authorities, quasi-Judicial Authorities, Revenue Authorities or any other lawful Authorities;

- (iii) That the land hereby sold or any part thereof, is not the subject matter of any notification under The Land Acquisition Act or any law for compulsory acquisition or reservation of lands;
- (iv) That the land hereby sold or any part thereof, is not the subject matter of any arrears of land revenue or any dues to any Government or semi-Government Authorities;
- (v) That the land hereby sold or any part thereof, is not the subject matter of any mortgage, charge or other encumbrances, whatsoever;
- (vi) That the land hereby sold or any part thereof, is not the subject matter of any previous Agreements with any other party;
- (vii) That the title of the VENDORS in respect of the land hereby sold or any part thereof, is exclusive, complete, free of any encumbrances, and it was subsisting for all times till the execution of this Deed in favour of the PURCHASER.



gm *Sarwan*

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(viii) That the VENDORS shall indemnify the PURCHASER against all claims by any persons, whomsoever, against the said land or any part thereof and also against the loss or losses, if suffered, by the PURCHASER on account of any such claims.

(ix) The VENDORS further agrees that the PURCHASERS shall be entitled to use the 6.00 mts wide road shown in green colour lines in the plan annexed to this deed

4. The market value of the land hereby sold, is Rs. 20,00,000/- (Rupees Twenty Lac Only).

SCHEDULE - I

(Description of entire property)

Property known as "GORWALLA", situated at Davorlim, with in the area of Village Panchayat of Davorlim, Taluka and sub-District of Salcete, District of South Goa, state of Goa comprising of one half of the property Soncolo Viciantum, described in Land registration office of Salcete under No 3579, seven eightrand half of eighth of half of the north of the property Socolo Viciantum described in the land registration office under No 3577, half of half of the property Socolo Viciantum described in the Land registration office under No

for Barred 10.6.6

3078 and the property Socolo Viciantum described in the land registration office of Salcete under No 1487 all of old series, not enrolled in the land Revenue Office of Salcete and surveyed under No 6/1of Davorlim Village, having an area of 5700 Sq.mt sand abounded as follows

- North: by Survey No. 16 belonging to (1) Comunidade, (2) Delia Gerson camara, (3) Alex Acacio Camara and (4) Ana Dias e Camara;
- South : by Survey No. 6/2-A belonging to Pedro Caetano Miranda;
- East : by Survey No. 16 belonging to (1) Comunidade (2) Delia Gerson Camara, (3) Alex Acacio Camara and (4) Ana Dias e Camara; and
- west : by Survey No. 9/2 belonging to Shaik Hussain, Survey No. 9/3 belonging to Comunidade and Survey No. 6/2-A belonging to Pedro Caetano Miranda.

SCHEDULE II

(Description of plot B hereby sold)

All that sub divided Plot identified as Plot B admeasuring 3000 of the entire property described herein above in SCHEDULE I hereby agreed to be sold to the PURCHASER

gm Sarak Harb

which plot is shown in red clour boundry line in the plan annexed to this agreement.

Said plot B is bounded as under

East : by property surveyed under survey No 16;

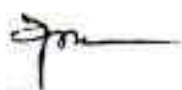
West: by Survey No. 9/2

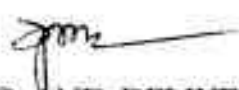
North: by Plot A describe hereinabove

South : by Survey No. 9/2 by Survey No. 9/2

IN WITNESS WHEEROF the parties hereto and hereunto have set and subscribed their respective hands on the day, month and year first hereinabove mentioned



  Habib


SIGNED AND DELIVERED
by the within named
VENDORS



1. Govindraj K. Pai Kakode

Right Hand Finger Prints



Left Hand Finger Prints



Shobhana G. Pai Kakode

14

SIGNED AND DELIVERED
by the within named
VENDORS



2) Shobhana G. Pai Kakode

Right Hand Finger Prints



Left Hand Finger Prints



SIGNED AND DELIVERED
by the within named
PURCHASER



Habib

Habib F. Ballari

Habib

Right Hand Finger Prints



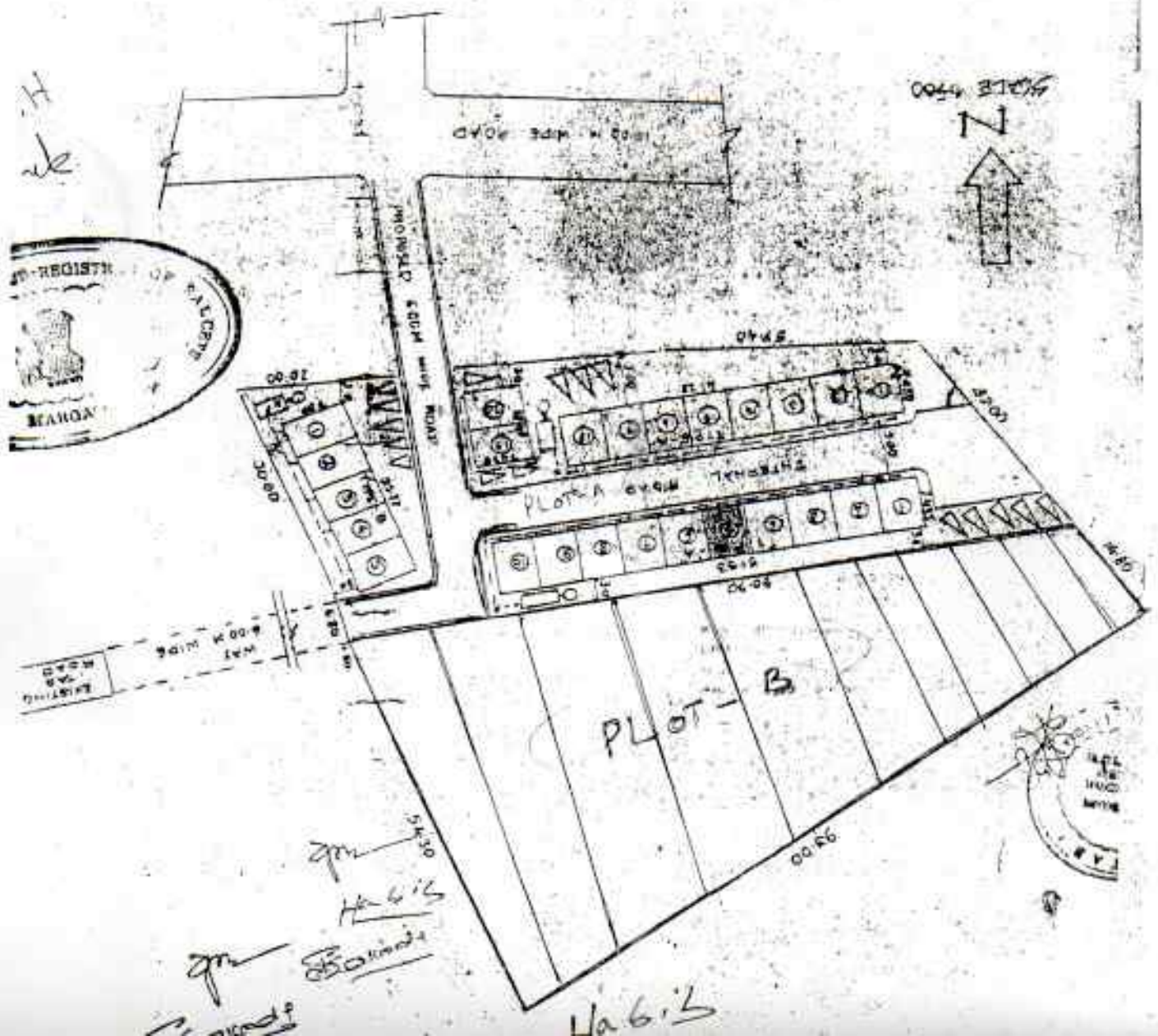
Left Hand Finger Prints



WITNESSES:-

1. R.C. Is —
2. MULLA

ALBITE - EOA



registered No. 4245
at pages 161 to 180
Book No. 17972 Volume No. 8624
date 17972

Ammy

Sub-Registrar



Executing party

1-Shri Habib A. Ballari, s/o Fakrudin
Sub Ballari, aged 32 years, married,
businessman, Indian National, resident
of H-No. 370, Housing Board, Kundmal,
Davanthi, Salcete Gas.



Executing party
No. 1
admission certificate called
date day

✓ Habib



Shri Sanjit Dessai, Advocate,
major of age, married, Indian
National, residing at Ruipem.

and known to the Sub-Registrar
states that he personally known
the above executant and identifies

✓ Sanjit

Margao

dated 29/5/2005.

Sub-Registrar
SALCETE

2 - Shri Govindraj B. Sai Kalede, S/o
Late Anshirath Sai Kalede, aged
58 years, businessman, married and
his wife

3-Sub. Shobhans G. for 1st grade, d/o late
Vassudev B. Thally aged 54 years, Service
both Indian & Foreign and residents of

H. No. 281 2/9, Meghali, Cantonment, Satec le
Accounting party is.....
Date 13/12/2013

Accounting party of.....

..... Nos. 2 and 3.....

...also called

adm. so called

576

Gebruikmakend van Pa. Kerkhof 2008

Shobhana & Rai Karode
Barodp

Margao dated 30/8/2007.

FUE - REGISTRAR
SALCETE

registered No. 151 to 189
Book No. Volume No. 2624
date 12/19/92

Sub-Registrar

