

This DEED OF SALE is made and entered on this 27th day of July of the year Two Thousand and Seventeen at Vasco a Gama, Goa (27.07.2017)

BY AND BETWEEN

1. DR. IVO CRISTOVAO RAIMUNDO BARBOSA, son of late Shri. Joao de Mata Cristovao Barbosa, aged about 78 years, married, Doctor, PAN Card No. ACHPB3532H, Aadhar Card No. 2253 0731 1580 and his wife MRS. LIZETTE E.B.B. BARBOSA, aged about 77 years, housewife, PAN Card No. ACHPB3531E, Aadhar Card No. 9072 9362 6228 both resident of House No. 82, Bagga Vaddo, Cansaulim, Goa hereinafter jointly called as the 'VENDORS' (which expression shall mean and include their respective heirs, representatives, successors and assigns) of the FIRST PART.

AND

2. M/S. DHANASHREE ESTATES PVT. LTD., a company incorporated under the Companies Act, 1956, PAN Card No. AAACD8916B, having its registered office at SO-14, Second Floor, Sapana Terrace, Vasco da Gama, Goa, hereinafter referred to as the 'PURCHASER' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-title, administrators and assigns) in this Deed represented by its Managing Director MR. PRADIP J. PAWAR, son of Shri. Jaisingrao S. Pawar, aged about 56 years, married, businessman, Pan Card No. ACMPP4709K, Aadhar Card No. .7669 2025 8079, resident of Yash Co-operative Housing Society, Behind Chicalim Cottage Hospital, Alto Chicalim, Goa duly authorized vide Resolution passed in the Board of Directors Meeting held on 24.07.2017 of the OTHER PART.

All the above parties are Indian Nationals.

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WHEREAS the VENDORS have represented that they are the sole, absolute owners-in-possession clear, exclusive, with unencumbered, marketable title and otherwise entitled to ALL THAT distinct, separate, well identified properties totally admeasuring an area of 1139:00 (One Thousand One Hundred ·Thirty Nine) square metres surveyed under Chalta No. 26, 27, 28, 30, 31, 32 and 33 of P. T Sheet No. 133 of city survey of Vasco alongwith old structure/building existing therein (which is more particularly described in SCHEDULE hereunder written and better shown delineated in red colour boundary line in the plan annexed hereto and hereinafter jointly referred to as the 'SAID PROPERTY') which property forms eastern side/part of the larger/bigger property known as "ESTELA" situated at Baina, Vasco da Gama, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, south Goa, Goa described in the Land Registration Office under No. 43789 new series and enrolled in the Taluka Revenue Office of Mormugao under Martiz No. 1004.

and WHEREAS inter alia the SAID PROPERTY originally seen inscribed in favour of Mr. Joao de Mata Cristovao Barbosa married to Mrs. Sofia Soubeie Irene Das Angustias Fernandes.

AND WHEREAS the aforesaid Mr. Joao de Mata Cristovao Barbosa expired leaving behind his widow and half sharer Mrs. Sofia Soubeie Irene Das Angustias Fernandes and as sole heirs being his three children namely Sara Liberata Ilda Zaida Barbosa (in the status of widow), Dr. Jose Arcenio Raul Sancio Barbosa (married) and Dr. Ivo Cristovaum Raimundo Barbosa which is in conformity with the Deed of Qualification of Heirs dated 21.11.1979 drawn before Notary Ex-Officio Salcete, Margao at pages 55 onwards of Book of Notes No. 1283.

AND WHEREAS during his lifetime the aforesaid Mr. Joao de Mata Cristovao Barbosa had executed a Public Will dated 19.07.1969

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with mutual consent of his wife Mrs. Sofia Soubeie Irene Das Augustias Fernandes vide Escritura de Aquiesciance whereby inter alia the SAID PROPERTY was bequeathed unto and in favour of the male VENDORS.

AND WHEREAS the aforesaid Mr. Joao de Mata Cristovao Barbosa and wife Mrs. Sofia Soubeie Irene Das Augustias Fernandes had also vide Instrument of Gift with Acceptance dated 07.09.1968 had gifted/bequeathed inter alia the SAID PROPERTY unto and in favour of the male VENDORS.

AND WHEREAS accordingly the name of the male VENDORS is seen recorded in Form 'D' being the property card of Vasco City under the column of Holders of the title of the SAID PROPERTY and thus the VENDORS are the exclusive owners of the SAID PROPERTY.

AND WHEREAS the aforesaid PURCHASER through his Advocate, Mr. A. Suresh Rao published public notice in the local newspaper namely in 'Herald Goa' – a English daily on 16.05.2017 inviting objections, if any from general public for the purchase of the SAID PROPERTY and for not having received any objection from the general public, the PURCHASER has agreed to purchase the SAID PROPERTY.

AND WHEREAS the VENDORS have agreed to sell, transfer, assign and convey and the PURCHASER has agreed to purchase the SAID PROEPRTY which is more particularly described in SCHEDULE hereunder written and better shown delineated in red boundary line in the plan annexed hereto for the total price consideration of Rs. 3,41,70,000/- (Rupees Three Crore Forty One Lakh Seventy Thousand Only) which is the fair market value of the SAID PROPERTY.

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NOW THEREFORE THIS DEED WITNESSETH and it is hereby agreed upon by and between the parties hereto as follows:

1. That in consideration of the sum of Rs. 3,41,70,000/- (Rupees Three Crore Forty One Lakh Seventy Thousand Only) being the entire consideration agreed upon and paid by the PURCHASER to the VENDORS vide cheque No. 000092 dated 27.07.2017 drawn on HDFC Bank, Vasco branch for Rs. 3,38,28,300/- and an amount of Rs. 3,41,700/- has been paid by way of TDS (the receipt of the entire price consideration whereof the VENDORS hereby, admit and acknowledge and give full discharge of the same to the PURCHASER) and accordingly the VENDORS do hereby grant, convey, sell, transfer, assign and assure unto the use of the PURCHASER ALL THAT the SAID PROPERTY unto and in favour of the PURCHASER to HAVE, TO POSSESS, TO HOLD AND TO ENJOY * the same for the exclusive use and benefit absolutely and junconditionally forever together with all rights, title, interest, structures, trees etc. therein with all the advantages, concessions, hereditaments, easementary rights, equities, claims, demands, liberties, privileges, appurtenances attached to, belonging to and reputed to belong to the SAID PROPERTY.

- 2. The VENDORS for themselves and their heirs, executors and administrators covenant with, assure and declare unto the PURCHASER and his successors and assigns:
- (a) THAT VENDORS have absolute and lawful right with clear, absolute and marketable title to the SAID PROPERTY and are lawfully entitled to convey the same in the manner hereby done.
- (b) THAT the SAID PLOT hereby sold is absolutely free from all or any encumbrances whatsoever and that the PURCHASER shall hold the SAID PLOT freely, clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the VENDORS, well and sufficiently saved, defended, kept harmless

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and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned and suffered by the VENDORS or by any other person or persons claiming by, from, under or in trust for them.

- (c) THAT the VENDORS have put the PURCHASER in exclusive possession of the SAID PROPERTY.
- (d) THAT the PURCHASER shall on and from this day and at all times hereafter is entitled to continue to peacefully and quietly enter upon, have occupy, possess and enjoy the SAID PROPERTY as absolute owner thereof without any claim or demand whatsoever from the VENDORS or any other person whomsoever claiming by, from, under or in trust for them.

THAT all the rates, taxes, charges payable in respect of the SAID PROPERTY such as land revenue have been paid by the VENDORS and no amount is in arrears towards same upto date.

necessary parties, as and when called upon to do so shall sign, execute and deliver such further deeds, documents, writing and/or declarations including solemn affirmation as may be necessary to perfect PURCHASER's title to the SAID PROPERTY and/or have the ownership and possession thereof recorded in the name of the PURCHASER in all Government records including recording maintained at the Land Registration Office and Land Revenue Office.

3. The VENDORS do hereby declare:

- a. Except for the claims of tenants bearing house no. MHN 200, MHN 200(5), MHN 201(1), MHN 201 (4) and MHN 201 (5), there are no other claims of mundkarial or of any other nature in/or over the SAID PROPERTY.
- b. That the SAID PLOT has never been subject matter of any notification by the Government under the Land Acquisition Act,

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Requisition Act any Act or under any of the act, rules under the Defence or C.A.D.A.

- c. That the SAID PROPERTY is not affected under any Order or Notification under any Ordinance, Act, Statute, Rules and/or Regulations either by Central or State Government.
- d. That the SAID PROPERTY is absolutely not affected by any encumbrances, charges, lien, notices or any prohibitary order of injunction or attachment from any Court of Law.
- e. That the VENDORS hereby convey their absolute no objection for the inclusion of the names of the PURCHASER in the Survey Records including Form 'D', to cause mutation and such steps as may be required, so as to record the SAID PROPERTY in the name of the PURCHASER.

The PURCHASER hereby expressly covenant that the SAID PROPERTY has been purchased by him alongwith the liability and/or obligation of the existing tenants structures as stated in clause (3a) above situated in the SAID PROPERTY and the VENDORS shall not be responsible for the same.

- 5. The cost of stamp duty and registration of this Deed has been borne exclusively by the PURCHASER. This Deed shall be presented for registration under the provisions of Indian Registration Act, 1908 and the VENDORS shall appear before the registering authority and comply with all the formalities and requirements of law applicable so as to enable the registering authority complete registration of Deed.
- 6. That in pursuance to Notification No. RD/LND/LRC/318/77 dated 21.08.1978 of Secretary (Revenue) Government of Goa the parties confirm that the subject matter of this sale being the SAID PROPERTY does not belong nor is owned by Schedule Caste or Schedule Tribe and such the previous sanction of the Collector,

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South Goa District, Margao is not required for registering the present Deed.

7. The aforesaid consideration of Rs. 3,41,70,000/- (Rupees Three Crore Forty One Lakh Seventy Thousand Only) is the fair market value of the SAID PROPERTY.

SCHEDULE

ALL THAT distinct, separate, well identified properties totally admeasuring an area of 1139:00 (One Thousand One Hundred Thirty Nine) square metres surveyed under Chalta No. 26, 27, 28, 30, 31, 32 and 33 of P. T Sheet No. 133 of city survey of Vasco alongwith old structure/building existing therein (which is more particularly described in SCHEDULE hereunder written and better shown delineated in red colour boundary line in the plan annexed hereto and hereinafter jointly referred to as the 'SAID PROPERTY') which property forms eastern side/part of the larger/bigger property known as "ESTELA" situated at Baina, Vasco da Gama, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, south Goa, Goa described in the Land Registration Office under No. 43789 new series and enrolled in the Taluka Revenue Office of Mormugao under Martiz No. 1004 and the SAID PROPRETY is bounded as under:

On the North: By Road and the property under Chalta No. 25 of P. T. Sheet No. 133

On the South: By Road

On the East: By Road

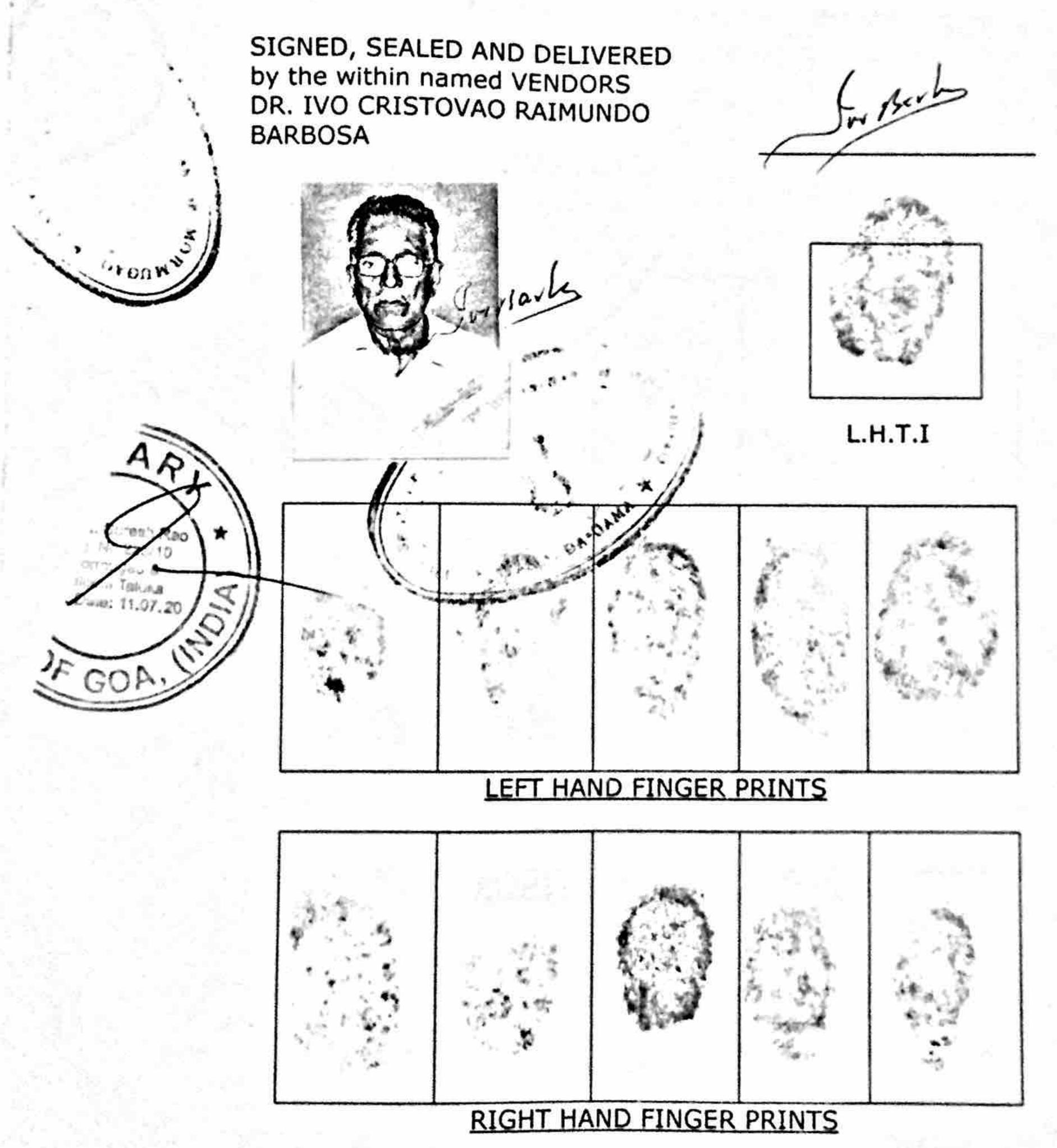
On the West: By property bearing Chalta No. 25 and Chalta No. 29 of P. T. Sheet No. 133

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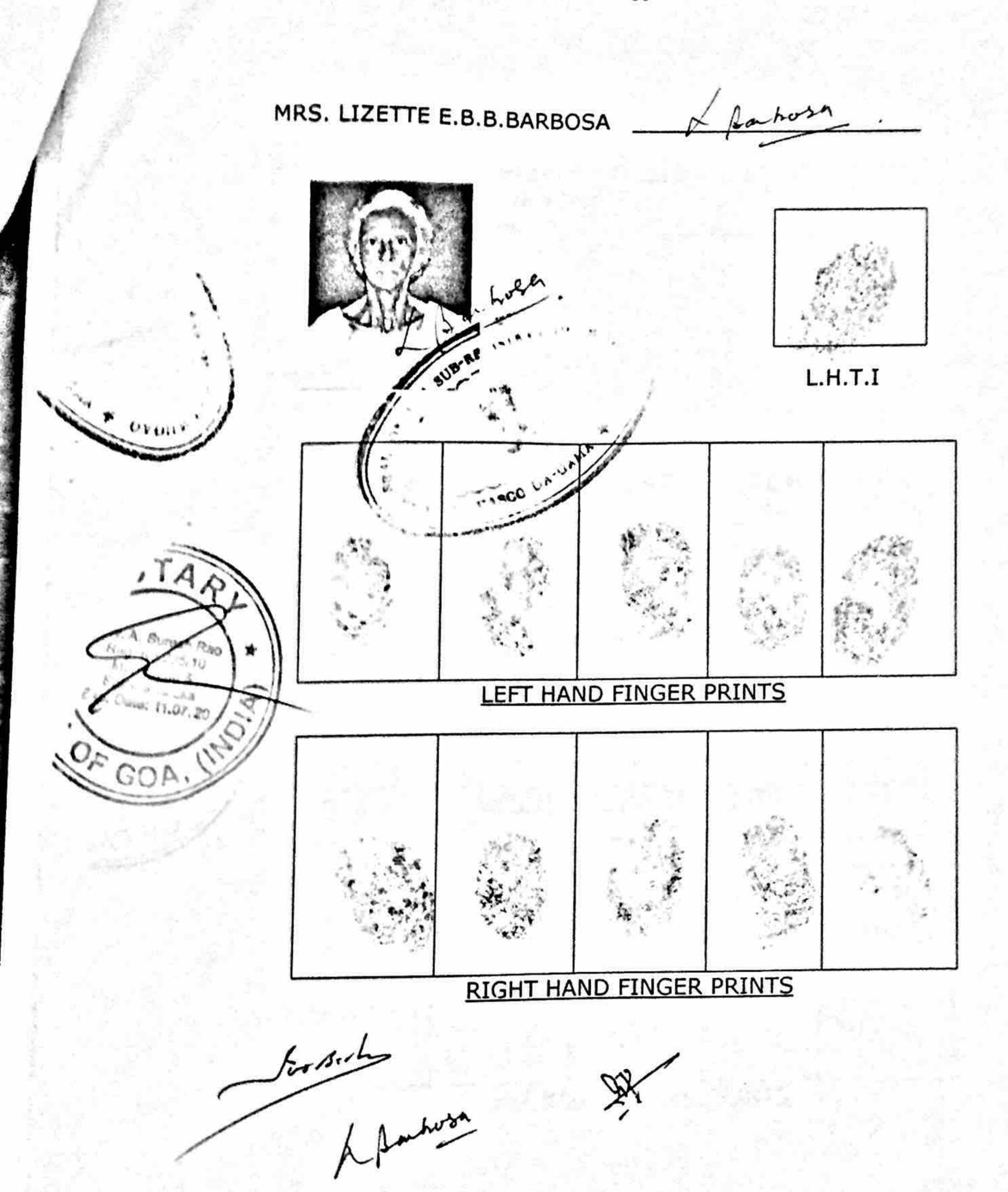
IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals to these presents in the presence of two witnesses on the day, year and place first herein above written.



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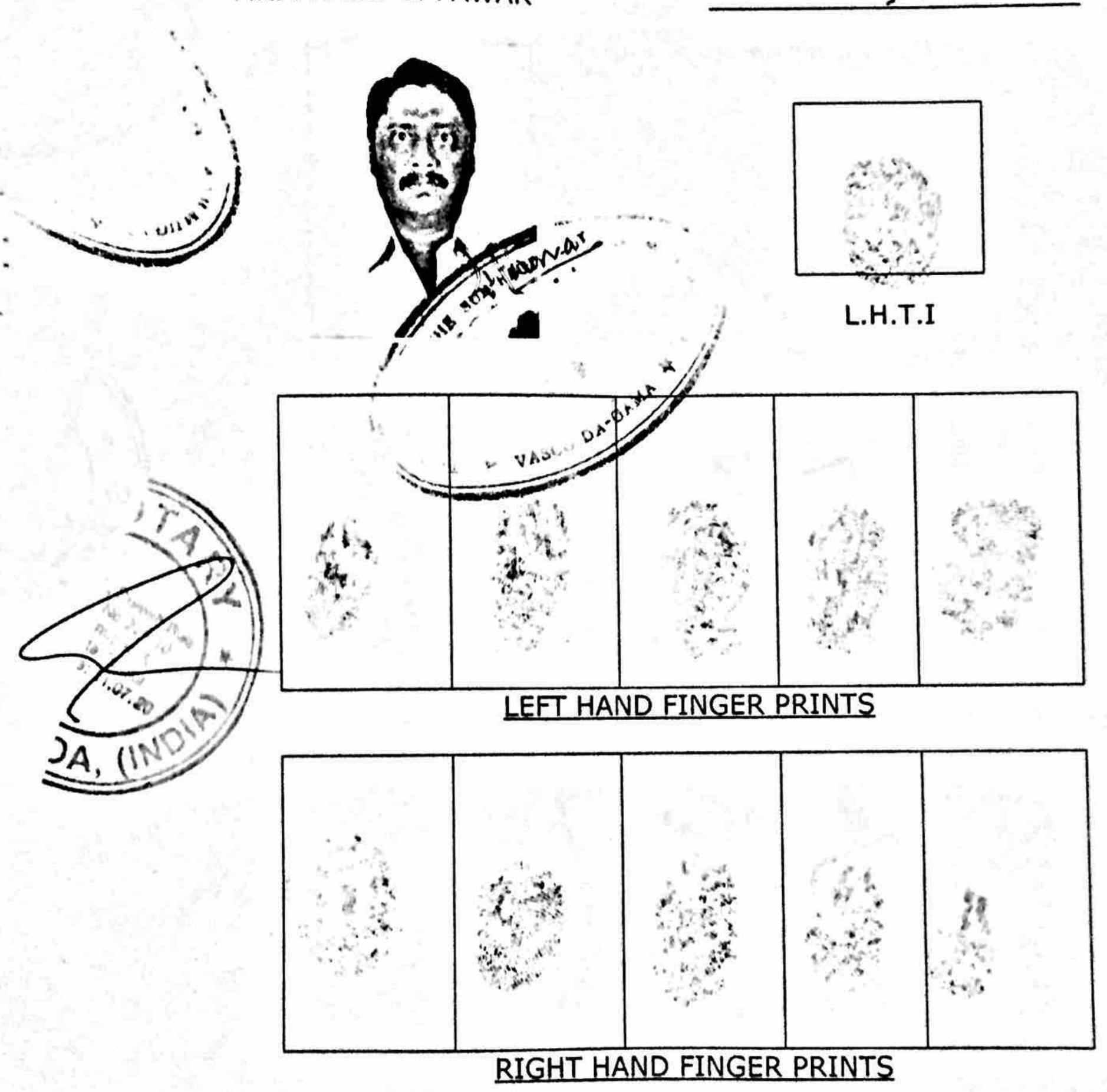
Sources

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SIGNED, SEALED AND DELIVERED
By the within named PURCHASER
M/S DHANASHREE ESTATES PVT. LTD
through its Managing Director
MR. PRADIP J. PAWAR

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WITNESSES:-

1. Rajendra Achrekan

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2. Vaisha Tari

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GOVERNMENT OF GOA

Directorate of Settlement and Land Records Inspector of Survey and Land Records

VASCO -GOA

Plan Showing plots situated at CITY VASCO

Taluka MORMUGAO P.T.Sheet No. 133 /Chalta No. 26 to 33

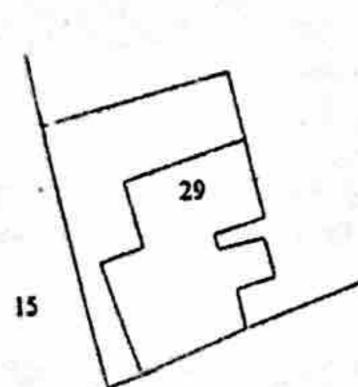
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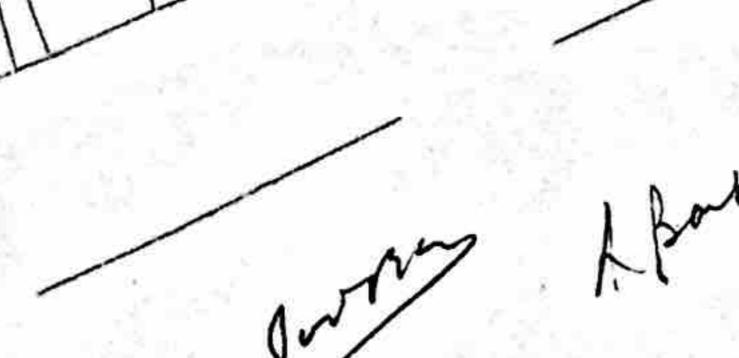
Inward No. 217

(Maya K. Amoukar)

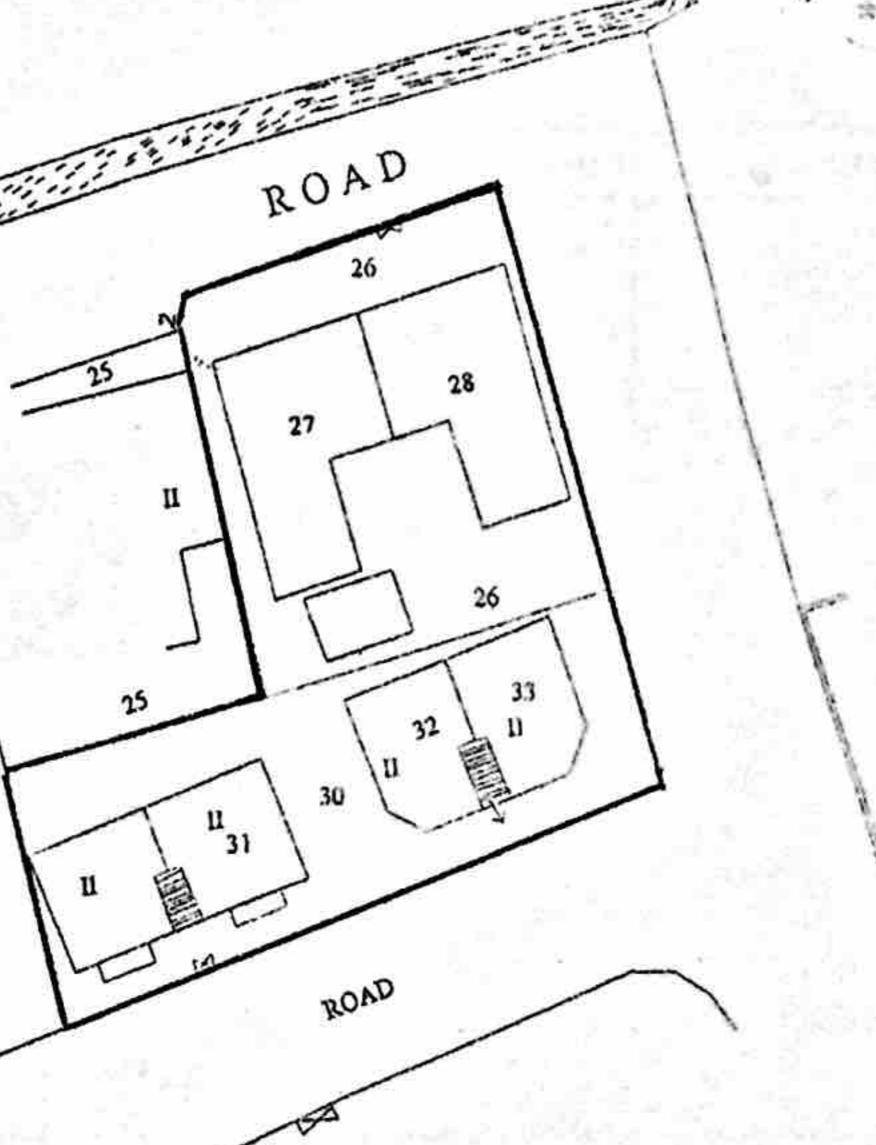
Inspector of Survey & Land Records Vasco-Gou













Office of Sub-Registrar Mormugao

Government of Goa

Print Date & Time: 01-08-2017 03:46:03 PM

Document Serial Number: 1312

Presented at 12:31:00 PM on 01-08-2017 in the office of the Sub-Registrar (Mormugao) Along with fees paid as follows:

Sr. No.	Description	Rs. Ps
The same of the sa	Registration Fee	1195950.00
2	Processing Fees	200.00
	Total:	1196150.00

Stamp Duty Required:

1537650.00

Stamp Duty Paid: 1537750.00

Mr. Pradip J Pawar presenter

Name	Photo	Thumb Impression	Signature
Mr. Pradip J Pawar, S/o Shri Jaisingrao S. Pawar, Married, Indian, age 56 Years, Business/r/oYash Co-operative Housing Society, behind chicalim Cottage Hospital, Alto Chicalim Goa As a Managing Director of M/s Dhanashree Estates Pvt. Ltd having its office at Vasco vide resolution dated 24.07.2017			Filmian.

Endorsements

Executant

1 . Dr. Ivo Cristovao Raimundo Barbosa, S/o Late Shri Joao de Mata Cristovao Barbosa, Married, Indian, age 78 Years, Doctor, r/oH. No. 82, Bagga Vaddo, Cansaulim Goa

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2. Mrs. Lizette E.B.B Barbosa, W/o Dr. Ivo Cristoyao Raimundo Barbosa, Married, Indian, age 77 Years, House-Wife, r/oH.No.82, Bagga Vaddo, Cansaulim Goa

Photo	Thumb Impression	Signature
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3 . Mr. Pradip J Pawar, S/o Shri Jaisingrao S. Pawar, Married, Indian, age 56 Years. Business, r/oYash Cooperative Housing Society, behind chicalim Cottage Hospital, Alto Chicalim Goa As a Managing Director of M/s Dhanashree Estates Pvt. Ltd having its office at Vasco vide resolution dated 24.07.2017

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	3.37 37397	

Identification Signature Witness Details Civ. Ar Sulesh Rao, S/o Subba Rao, Married, Indian, age 53 Adificate,r/o Vasco da Gama Goa.

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Signature -

Designed and Developed by C DAC, ACTS, Pune

Sub-Registrar OLG - SANSTERAN MORIMITOIAO

Certified that midation for 9 13. 2500 from Los vide Challen No. 201700521537

Certified that midation for 9 13. 2500 from the challen No. 201700521537

SUB - RECENTRAL CHUMUMO

Registration Number MOR-BK1-01284-2017 CD Number MORD22 on Date 04-08-2017

Hamkshipm

Sub-Registrar (Mormugao)

MORMUGAO

Santa Cabral

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Signature -

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410: 11.07.20

Designed and Developed by C-DAC, ACTS, Pune-

CERTIFIED TO BE TRUE COPY OF THE ORIGINAL

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NOTARIAL

MOTARL

A. Suresh Rao

Advocate & Notary
Mormugao & Saicete Taluka
0-7, First Floor
Chase Champara,

Reg. Ser. No. 13 k 8 201

Date_118117