

GO-OF BANK LTD

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Authorized Signatory

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INDIA

STAMP DUTY

GOA

Name of Purchaser Mr. Rajesh Tankar

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Sr. No. 637/2019.

Reg. No. 621/2019.

dt. 28/3/2019.

P. Reg. No. 8123.

DEED OF SALE

M. I. ALVES

THIS DEED OF SALE is made and executed at Panaji, Tiswadi-
Ilhas Goa on this 25th day of the month of March, of the Christian
year Two Thousand and Nineteen i.e. (25/03/2019).

M.I. ALVES



BETWEEN

1. **MRS. MARIA ISABEL ALVES**, widow of late Joao Jose Alves, 67 years of age, married, housewife, holder of PAN Card No. ATLPA4425D and Aadhar Card No.350365616607;
2. **MS. MARIA DE FATIMA ALVES**, Daughter of late Joao Alves, age 46 years, unmarried, Service, holder of PAN Card No. ABDPF3603N and Aadhar Card No.758527097812;
3. **MS. MARIA MANUELA ALVES**, Daughter of late Joao Alves, age 45 years, unmarried, Service, holder of PAN Card No. ATLPA4424C and Aadhar Card No.732248877909;
4. **MS. ANA FRANCISCA ALVES**, Daughter of late Joao Alves, 42 years, unmarried, Service, holder of PAN Card No. ATLPA4423F and Aadhar Card No.678979961808, all Indian Nationals, and Resident of H.No.280, Amaral Waddo, Taleigao Caranzalem, North Goa Goa, herein after referred to as the '**SAID VENDORS**' (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, successors, legal representatives and assigns) **OF THE FIRST PART.**

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AND

1. **RAJDEEP BUILDERS**, sole Proprietorship concern having its office at 202, 2nd Floor, Mathias Plaza, above Canara Bank, 18th June Road, Panaji, Goa, represented by its sole Proprietor **SHRI. RAJESH TARKAR**, 45 years of age, son of Shri. Ulo Tarkar, business, married, Indian National, holder of Pan Card bearing No.AFOPT9698A, holder of Aadhaar Card bearing No.8284 2404 8761, Resident of Penthouse No.201, Rajdeep Residency, Raviraj Colony, Nagali Hills, Dona Paula, Tiswadi, Goa., hereinafter referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its heirs, administrators, successors-in-title, legal representatives and Assigns) **OF THE SECOND PART;**

WHEREAS Vendor No.2, 3 and 4 are represented herein by their Power of Attorney Holder that is Vendor No.1 vide Power of Attorney dated 11.03.2019, executed before the Notary Public Shashikant Nabar, Panaji Goa., at Reg No. 896.

AND WHEREAS there exists a property known as "BORBHAT" or BORBATA situated partly in Calapur and partly in Taleigao, parish of St. Inez and Taleigao of Ilhas Taluka, admeasuring

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2550 sq. mts., described in the Land registration office at Panaji Goa, under No.17416 at pages 71 reverse of Book B 46 new and enrolled in the Matriz under No.65, which represents one six part of western portion of fourth piece (Adicao) of the property previously described under No.17319 of Book B-46, New, and continued registered in the Land Registration Office under entry inscription No. 11030, of Book G-20, at folio 151, now surveyed under no. 100/1 of Village Taleigao Goa, which property is more particularly described in **Schedule I** mentioned herein below and marked in red color in the plan annexed herewith and shall hereafter referred to as the **SAID PROPERTY**.

WHEREAS the Said Property stands inscribed in the name of Mr. Jose Francisco Alves (unmarried) as per Inscription No. 11030 at Book No. G-20, folio 151 and as per the said Inscription details the said Mr. Jose Francisco Alves became the owner of Said Property having purchased the same from Mr. Xamba Crisnagi S. Rau Sar Dessai and his wife Mrs. Umabai Sar Dessaina, both residents of Taleigao Goa, vide Public Deed dated 03.04.1937 executed before the notary of Ilhas Taluka Frias Da Costa in Book No.319 at page 55.

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AND WHEREAS Mr. Jose Francisco Alves(unmarried) expired on 27.12.1943, and upon his death, the Said Property devolved on his parents Mr. Joao Alves and Mrs. Amelia Gurjao.

AND WHEREAS on death of Mr. Joao Alves and Mrs. Amelia Gurjao(expired on 05.05.1953), an inventory proceedings were initiated before the court of the Civil Judge Senior Division, Panaji Goa at No.1/69 incorporated in No.269/1934 by head of Family Mr. Antonio Mariano Alves and accordingly legal heirs, namely **1.** Mr. Antonio Mariano Alves, married to Mrs. Verediana Rodrigues, **2.** Mr. Miguel Alves married to Mrs. Especiosa Pereira, **3.** Mr. Joao Jose Alves married to Mrs. Idalina Rodrigues **4.** Mr. Jose Francisco Alves (expired bachelor before death of Amelia Gurjao) **5.** Mr. Antonio Francisco Alves married to Mrs. Herminia Gurjao **6.** Mr. Jose Felicio Alves married to Mrs. Ana Francisca Alves(expired in Bombay in 1967) leaving behind widower - Mr. Jose Felicio Alves and children **a.** Mr. Joao Alves **b.** Mr. Maria Luizinha Sabina Alves married to Mr. Estevam Francisco Dias were brought on record and also assets of Mr. Joao Alves and Mrs. Amelia Gurjao were brought on record at item No. 1 to 6 and the Said Property was listed at Item No. 6 in the said inventory proceedings.

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AND WHEREAS as per the said Inventory proceedings half of the Said Property listed in item No. 6 was allotted to Mr. Joao Alves and another half of the said property was allotted to his sister Mrs. Maria Luizinha Sabina, being children of Mr. Jose Felicio Alves and Mrs. Ana Francisca Alves. The said allotment and partition were confirmed by the Hon'ble Civil Judge Senior Division Panaji vide its Order dated 01.08.1973.

AND WHEREAS Mrs. Maria Luizinha Sabina Married to Mr. Estevam Francisco Dias entered into an agreement with the Mr. Joao Alves by which they agreed to sell their share in the said property to her brother Mr. Joao Alves to possess along with his own half share.

AND WHEREAS Mrs. Maria Luizinha Sabina executed a Power of Attorney dated 23.01.1992, before the Notarial Office of Penache, in favour of brother Mr. Joao Alves which included Powers to sell her share in the said property. Similarly, a Power of Attorney was executed by Mr. Estevam Francisco Dias, husband of Mrs. Maria Luizinha Sabina, on 31.05.1993 in favour of Mr. Joao Alves which also included powers to sell his share in the said property.

AND WHEREAS Mrs. Maria Luizinha Sabina and her husband Mr. Estevam Francisco Dias further executed a declaration

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before the Embassy of India at Lisbon dated 06.06.1997 for legal effect and reverted and relinquished their share in the said property in favour of their brother/brother in law Mr. Joao Alves.

AND WHEREAS Mr. Joao Alves married to Mrs. Maria Isabel Alves and thus wife under the regime of Communion of Assets acquired right in the Said property.

AND WHEREAS thus Mr. Joao Alves and Mrs. Maria Isabel Alves became the absolute owners in possession of the Said Property having legal, valid and marketable title to the Said Property.

AND WHEREAS Mr. Joao Alves expired on 20/02/2015 leaving behind his widow Mrs. Maria Isabel Alves and three daughters Ms. Maria De Fatima Alves, Ms. Maria Manuela Alves, Ms. Ana Francisca Alves, Vendors herein who being the only legal heirs of Late Joao Alves, became the owners in possession of the Said Property.

AND WHEREAS PURCHASER herein now approached the VENDORS for purchase of Said Property and the VENDORS have agreed to sell the **SAID PROPERTY** for a total consideration of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)** thereby representing and declaring to the PURCHASER that-

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- (i) That the Said Property is not a subject matter of any acquisition and/or requisition in terms of the Land Acquisition Act nor there is any lis-pendent or any judicial or quasi-judicial or statutory restrain against the conveyance of the Said Property or any litigation or any proceedings pending before any court, tribunal, forum, arbitrator, revenue authorities, quasi-judicial authorities or any other authorities under the law in force and the title of the VENDORS, is subsisting, clear, free and marketable;
- (ii) That there are no tenants and/or mundkars having any rights or claims over the Said Property .
- ~~(iii) That there are no encumbrances of whatsoever nature over the Said Property by way of mortgage, charges, and/or liens in the name of the predecessor-in-title of the VENDORS.~~
- (iv) There is no Notification issued under any Ordinance Act, Statute/Rules or regulations affecting the Said Property or acquiring the Said Property No whereby VENDORS are prevented from selling the Said Property.

AND WHEREAS based on the representation made by the VENDORS that the Said Property is free from all encumbrances and/or defects in title and that the VENDORS have an absolute, clear and marketable title to the Said Property, the PURCHASER has agreed to purchase the Said Property from the VENDORS.

A. I. ALVES



AND WHEREAS the parties hereto have now decided to execute the Deed of Sale with respect to the Said Property so as to completely convey the title in the Said Property in favour of the PURCHASER.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of a sum of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)** paid by the PURCHASER to the VENDORS herein vide Cheque No.038544, dated 25.03.2019 drawn on Oriental Bank of Commerce, Miramar Goa; the VENDORS do hereby admit and acknowledge the payment and receipt of the ~~said amount~~; the VENDORS of and from the same and every part thereof do hereby acquit, release and discharge the PURCHASER; They the VENDORS as absolute owners do hereby grant, transfer, assign, assure and convey Said Property more particularly described in the **Schedule I** hereunder written TOGETHER WITH all trees, drains, ways, paths, passages, common gullies, waters, water courses, lights, liberties, privileges, easements, advantages and appurtenances to the Said Property usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, use, possession, claim and demand whatsoever of the VENDORS into and upon the Said Property and every part thereof hereby granted and conveyed and expressed so to be UNTO AND TO THE USE OF THE SAID

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PURCHASER forever, as distinct and dis-annexed property from the VENDORS; SUBJECT HOWEVER to payment of all taxes, rates, assessments, dues and duties hereafter to become due and payable to the Government or any other Local or Public Body in respect thereof AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER that notwithstanding any act, deed or things done or executed by the VENDORS or knowingly suffered to the contrary the VENDORS now have in themselves good right, full power and absolute authority to grant the Said Property hereby granted and conveyed or expressed so to be UNTO AND TO THE USE OF THE SAID PURCHASER in the manner aforesaid AND THAT the PURCHASER shall and may at all times hereafter quietly and peacefully possess and enjoy the Said Property and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming from, under or in trust for them AND FREE FROM ALL ENCUMBRANCES WHATSOEVER made or suffered by the VENDORS or any person or persons lawfully or equitably claiming any estate or interest in the Said Property or any part thereof or part of the same shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the Said Property UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid AND THAT the

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PURCHASER shall and may at all times hereafter quietly and peacefully possess and enjoy the Said Property and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming any estate or interest in the Said Property or any part thereof or part of the same and will from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the Said Property unto and to the use of the PURCHASER in the manner aforesaid as shall or may be reasonably required.

2. The VENDORS have today put the PURCHASER in exclusive, absolute and unconditional possession of the Said Property to be held owned and possessed by the PURCHASER forever and uninterruptedly by the PURCHASER as its absolute Owner in possession without any harm and hindrance from the VENDORS and/or any person on their behalf and the VENDORS do hereby jointly and severally indemnify the PURCHASER against all/any Third Party claims if made to the Said Property which claim if any shall be settled by the VENDORS at their own cost without any way disturbing the title and possession of the Said PURCHASER.

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3. That the VENDORS have assured and confirmed to the PURCHASER that they have not sold the Said Property to any third person/persons or firm or company by way of any Deeds, Agreements or Memorandum of Understanding or Agreement for Assignment of Rights etc.
4. That the VENDORS covenants with the PURCHASER that the VENDORS have a marketable title to the Said Property and the VENDORS assure the PURCHASER that they have not in any way encumbered, alienated and/or mortgaged the Said Property nor there are any charges, lien, attachments, claims, demands with respect to the Said Property and VENDORS are conveying the absolute and exclusive right, title, interest, ownership and possession of the Said Property, unto the PURCHASER, free from any encumbrances and/or defects in the title and assured and/or released from all encumbrances.
5. The VENDORS covenant with the PURCHASER that the VENDORS have not done, permitted or knowingly and willingly suffered or been party to any act, whereby the VENDORS are prevented from conveying the Said Property in the manner aforesaid.
6. That the VENDORS shall at all times, indemnify and keep the PURCHASER indemnified for defects and claims if any, in the title of the Said Property and do all that is required, at the cost of

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the VENDORS to rectify the said defects, if any, without causing harm to the title and possession of the PURCHASER.

7. That the VENDORS shall at all time do all that is required to better assure the title of the Said Property in favour of the PURCHASER and agrees to sign, verify and execute all such other documents, instruments and applications as may be required to be signed, verified and executed in furtherance of the objects of these presents and in this pursuit, the VENDORS hereby accord their express no objection and/or consent to secure by way of mutation, the deletion of the name of the VENDORS, from the occupants column in the Record of Rights, of the Said Property maintained under the Land Revenue Code and insertion of the name of the PURCHASER as occupant thereof and the VENDORS also do hereby give their explicit consent and no objection to the PURCHASER to get Partition proceedings conducted with respect to the Said Property.

8. The VENDORS hereby covenant that the VENDORS have paid all taxes, cess, charges to the concerned authorities relating to Said Property, payable as on the date of this Sale Deed. If any claim is made in this respect which pertains to the date prior to execution of these presents, by any department/ authorities, it shall be the responsibility of the VENDORS to clear the same.

K.I.ALVES



9. All expenses concerning the preparation, execution and registration of this Deed shall be borne by the PURCHASER without any reference to VENDORS.
10. That the market value of the Said Property hereby conveyed is Rs.1,14,75,000/- (Rupees One Crore Fourteen Lakhs Seventy-Five Thousand Only), accordingly the PURCHASER has paid the Stamp Duty of Rs.5,17,000/- (Rupees Five Lakhs Seventeen Thousand Only) at rate of 4.5% for the execution of the present Deed of Sale.
11. All notices to be served on the parties shall be deemed to be duly served if sent by registered post to the address herein above mentioned.
12. That the parties to this deed hereby declare that the Said Property in transaction does not belong to Schedule Castes or Schedule Tribes pursuant to Notification No: RD/LND/LRC/318/77 dated 21.08.1978.

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SCHEDULE -I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT Property known as "BORBHAT" or BORBATA situated partly in Calapur and partly in Taleigao, parish of St. Inez and Taleigao of Ilhas Taluka, admeasuring 2550 sq. mts., described in the land registration office at Panaji Goa, under No.17416 at pages 71 reverse of Book B 46 new and enrolled in the Matriz under No.65, which represents one six part of western portion of fourth piece (Adicao) of the property previously described under No.17319 of Book B-46, New, and continued registered in the Land Registration Office under entry inscription No. 11030, of Book G-20, at folio 151, now surveyed under no. 100/1 of Village Taleigao Goa and bounded as under:

North: By the property of Maria S.F. Sequiera Survey No. 101/4 of Taleigao Village

South: By the property of King of Sundem Survey No. 79/4 of Taleigao Village

East: By the property of Antonio Sebastio F. Taverir Survey No.100/2 of Taleigao Village

West: By Public Road.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the date, month and year aforementioned in the presence of the undersigned witnesses.

S. I. ALVES



SIGNED, SEALED AND DELIVERED

by the within named Vendor No.1

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1



M.I. ALVES



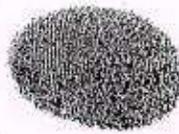
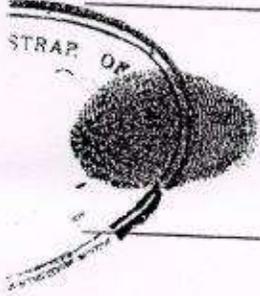
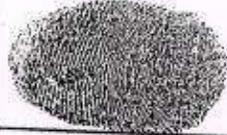
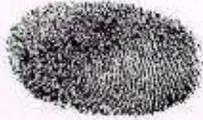
MRS. MARIA ISABEL ALVES

for self and as POA holder

for Vendor No.2, 3, and 4.

L. H. T. I.

R. H. T. I.



M. I. ALVES

SIGNED, SEALED AND DELIVERED

by the within named PURCHASER



RAJDEEP BUILDERS

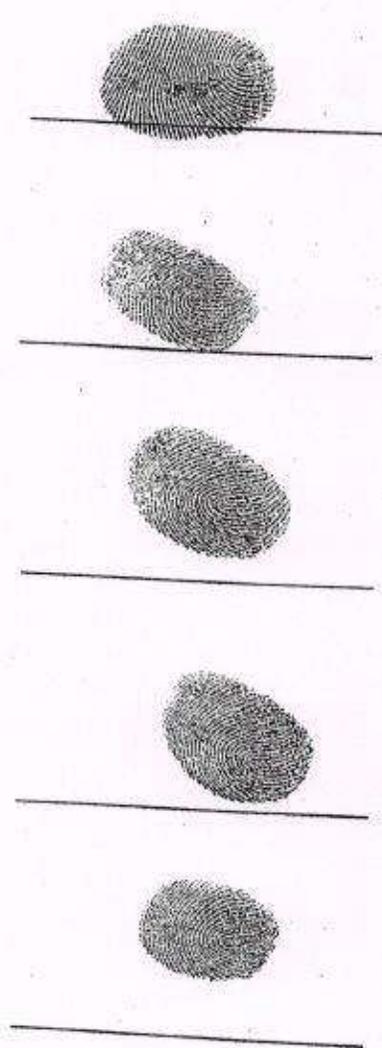
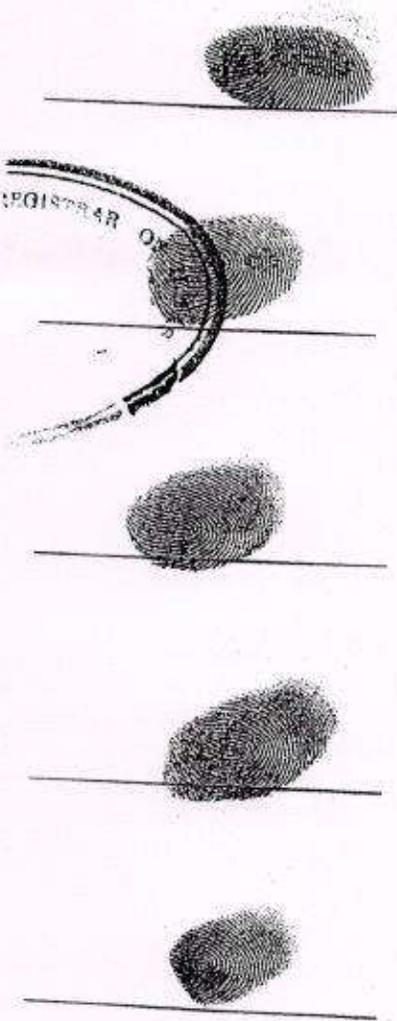
Through its sole Proprietor

MR. RAJESH TARKAR



L. H. T. I.

R. H. T. I.



M. I. ALVES



WITNESSES:

1. Name :- Mr. Akshay Kumar Jena
FATHER'S NAME :- Mr. Gunakar Jena
AGE :- 28 years
OCCUPATION :- Service
MARITAL STATUS :- Unmarried
ADDRESS :- H.No. 524, Taleigao Wodlo Bhat,
Goa

SIGNATURE

:- Akshay

2. NAME :- Mrs. Sailee Thanekar
HUSBAND :- Mr. Shailesh Thanekar
AGE :- 39 years
MARITAL STATUS :- Married
OCCUPATION :- Service
ADDRESS :- H.No. 604A, Tikhazan
Mayem Bicholim Goa

SIGNATURE :-

Shailesh

M.I. ALVES

[Signature]



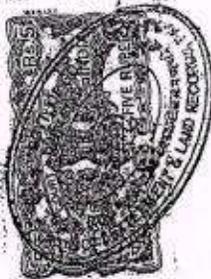
GOVERNMENT OF GOA
Directorate of Settlement and Land Records

PANAJI - GOA

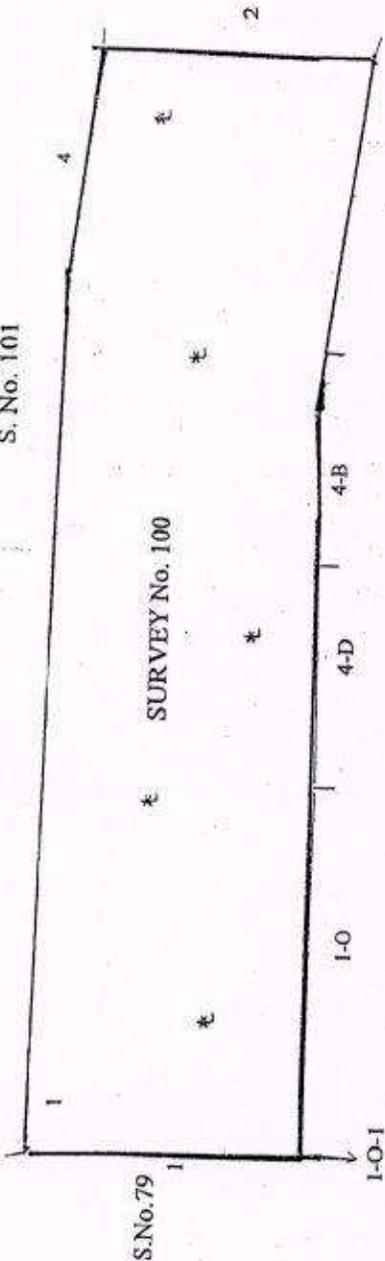
Plan Showing plots situated at
Village : TALEIGAO
Taluka : TISWADI
Survey No./Subdivision No. : 100/ 1
Scale : 1 : 500



W. Kambli
Smt. Vinita V. Kambli
Asst. Survey & Settlement Officer
Panaji-Goa



S. No. 101



M. J. Alves

M. J. ALVES

M. J. Alves

Generated By : Mitall Nalk (D'Man Gr. II)
On : 09-01-2019

Dilip M. Tamoskar
29/01/2019
Compared By: Dilip M. Tamoskar (D'Man Gr.I)



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Tiswadi

Print Date & Time : - 28-Mar-2019 10:03:23 am

Document Serial Number :- 2019-PNJ-637

Presented at 10:03:52 am on 28-Mar-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps
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2	Registration Fee	401630
3	Mutation Fees	2500
4	Processing Fee	530
Total		921060

Stamp Duty Required :516400

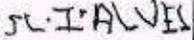
Stamp Duty Paid : 516400

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anant Kubal , S/o - D/o Mohan Kubal Age: 33, Marital Status: , Gender: Male, Occupation: Service, Address1 - House no 689 Devlay Near Shantadurga Temple Candola Ponda Goa, Address2 - , PAN No.: CETPK0718Q			

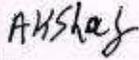
Executer

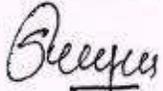
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Maria Isabel Alves , S/o - D/o Joaquim Ferrao Age: 67, Marital Status: Widow, Gender: Female, Occupation: Housewife, Address1 - House No 280 Amaral Waddo Taleigao Caranzalem North Goa Goa, Address2 - , PAN No.: ATLPA4425D			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Anant Kubal ,S/o - D/o Mohan Kubal Age: 33, Marital Status: ,Gender:Male,Occupation: Service, Address1 - House no 689 Devlay Near Shantadurga Temple Candola Ponda Goa, Address2 - , PAN No.: CETPK0718Q			
3	Maria Isabel Alves ,S/o - D/o Joaquim Ferrao Age: 67, Marital Status: ,Gender:Female,Occupation: Housewife, Address1 - House No 280, Amaral Waddo Taleigao Caranzalem North Goa Goa, Address2 - , PAN No.: ATLPA4425D			

Witness:

We individually/Collectively recognize the Vendor, Purchaser, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Akshay Kumar Jena, 28 , ,7719937755 , ,Service , Marital status : Unmarried 403206 Taleigao, Tiswadi, NorthGoa, Goa			
2	Sailee Thanekar 39 , ,7720067755 , ,Service , Marital status : Married 403504 Maem, Bicholim, NorthGoa, Goa			


Sub Registrar
SUB - REGISTRAR
ILHAS

Book :- 1 Document
Registration Number :- **PNJ-1-621-2019**
Date : 28-Mar-2019

Benerjes

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Tiswadi)

**SUB-REGISTRAR
ILHAS**

