

and the purchaser Solanki & Sons

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Juli prain Siland: DEED OF SALE

SUB - REGISTRAR

SUB-REGISTION Deed of sale is made at Panaji, Goa, on this 1st day of

August, of the year 2005.



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BY AND IN BETWEEN (1) SMT. BHARATI MOHANLAL FATARPEKAR, widow of Mohanlal Xamba Fatarpekar, 56 years of age, housewife, Indian citizen, residing at House No. 714/7,



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Betim, Bardez, Goa, hereinafter referred to as 'THE VENDOR' (which expression unless repugnant to context to the contrary shall mean and include her heirs, legal representatives,

administrators and assign) on One Part AND (2) M/S. SOLANKI & SONS, a Partnership Firm duly constituted under the Indian Partnership Act, 1932, having its office at FFS-1, 4th Floor,

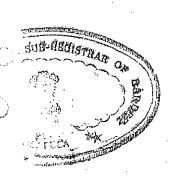






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Padmavati Towers, 18th June Road, Panaji, Goa, acting through its Partner, SHRI PRAVIN LAXMAN SOLANKI, Son of Laxman Haridas Solanki, married, 44 years old, Engineer and Builder,



Indian citizen, residing at Plot No.222, P.D.A. Colony, Alto Porvorim, Bardez, Goa, hereinafter referred to as 'THE PURCHASER' (which expression unless repugnant to context to







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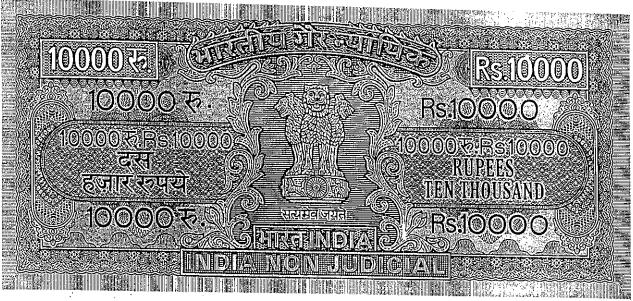
the contrary shall mean and include its partners, successors, legal representatives and assigns) on the Other Part;



WHEREAS late Xamba Gunaji Fatarpekar was the owner in

...8/-

possession of all that land known as 'VOL' or 'ALEM' also known as 'MAULI' situated in the village Serula, Revenue village Penha - de-France, Bardez, Goa, described in the Land Registration office B.M. Fader per land under No. 18803 at page 39 of Book B 50 New also enrolled in



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Taluka Revenue office under Matriz No. 1275 and originally surveyed under survey No. 180/2 of the Revenue village Penhade -France, Bardez, Goa;



AND WHEREAS said Xamba Gunaji Fatarpekar was married to Smt. Parvati Xamba Fatarpekar under the Law of Communion of assets as applicable to the State of Goa;

Suni S. N. Suni S. N. Advocate di Rep. Rep. AND WHEREAS said Parvati Xamba Fatarpekar died on 5-8-1986 at Betim in the status of widow of Xamba Gunaji Fatarpekar as her husband had died earlier;

AND WHEREAS upon the death of Parvati Xamba Fatarpekar, an inventory proceedings were instituted in the Court of the Civil Judge Senior Division at Panaji bearing inventory proceedings No. 32/1991/A wherein all the heirs and successors to the estate of Late Xamba Gunaji Fatarpekar and late Parvati Xamba Fatarpekar were joined as interested parties;

AND WHEREAS in the chart of allotment in the said inventory proceedings, the said property 'Vol' or 'Alem' also known as 'Mauli' was shown as item No. 7 and was sub – divided in 10 plots as plots A, B, C, D, E, F, G, H, I, and J each admeasuring 2256 sq. mts. and plot 'C' of the said sub – division shown in the inventory proceedings was allotted exclusively to the share of the Vendor herein she being the widow of Mohanlal

...12/-

Xamba Fatarpekar, one of the sons of aforesaid Xamba Gunaji Fatarpekar and Parvati Xamba Fatarpekar;

AND WHEREAS upon final order made in the said inventory proceedings, the said plot 'C' was resurveyed as survey No. 180/2-C in the name of the Vendor herein as the sole occupant vide the Order of the Deputy Collector and Sub Divisional Officer, Mapusa, Bardez, Goa in case No. 15/8/97/Part/Land/3067 dated 28-7-1997;

AND WHEREAS the Vendor herein subsequent to above converted the said land in survey No. 180/2-C for using the same for nonagricultural purpose under Conversion Sanad No. CNV/BAR/553/96/429, dated 29-1-1998 which conversion Sanad was renewed for further period of one year upto 28-1-2006 vide letter of the office of the Collector North Goa District, Revenue Branch, Panaji, Goa, dated 4/8th April 2005;



...13/-



AND WHEREAS the Vendor has represented to the Purchaser that she is now fully seized and possessed as owner of the aforesaid land in survey No.180/2-C of the Revenue village Penha - de- Franca, Bardez, Goa, hereinafter for short referred to as 'The Said Land' as full and absolute owner and she has not created any encumbrance or charge against the same or any part of it and thus The Said Land is free from all encumbrances;

AND WHEREAS the Vendor has further represented to the Purchaser that no other person except the Vendor is having any right, title or interest in the said land or any part of it and she has absolute authority and power to convey the said land and every part of it in favour of any person;

AND WEREAS the Vendor have agreed to sell unto and in favour of the Purchaser and the Purchaser has agreed to purchase from the Vendor the said Land for a Price of Rs. 27,50,000/-(Rupees Twenty Seven Lakhs Fifty Thousand Only) calculated at the rate of Rs. 1,219:00 per Sq. Mts.;



AND WHEREAS the Purchaser has paid into the hands of the Vendor the aforesaid price of Rs. 27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand Only) and requested the Vendor to convey unto and in favour of the Purchaser the title of the said land;

IT IS HEREBY WITNESSETH AS UNDER:

1- That in pursuance of the above agreement and in consideration of the price of Rs. 27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand Only) paid by the Purchaser into the hands of the Vendor (the receipt whereof the Vendor hereby admit and acknowledge and acquit and discharge the Purchaser and the property from the same and every part thereof) the Vendor as full and absolute owner of the said Land more particularly described in Schedule hereunder do hereby and hereunder grant, sell, convey, transfer, assign and assure unto and in favour of and to the use of the Purchaser the said Land fully described in Schedule hereunder together with all the ways,

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paths, passages, trees, hedges, ditches, water, watercourses, drains, privileges, easements, advantages, benefits, lights, liberties belonging to or in any way appertaining or appurtenant thereto along with the estate, right, title, interest, claim and demand both in law and in equity of the Vendor into, over and upon the said Land and every part thereof TO HAVE AND TO HOLD the same unto, in favour of and to the use of the Purchaser absolutely and forever free from all encumbrances.

- 2- The V
- 2. The Vendor acknowledge that the khas possession of the said land is hereby delivered to the Purchaser and the Purchaser shall be entitled to hold, enjoy and possess the same absolutely and forever without any claim or demand from the Vendor or any person claiming through or under her.
 - 3- The Vendor covenant with the Purchaser that notwithstanding any act, deed or things whatsoever hereinbefore done, ...16/-



executed or knowingly suffered to the contrary, the Vendor are now fully seized and possessed of the said land described in Schedule hereunder free from all encumbrances and defects of title whatsoever and the Vendor has full power and absolute authority to sell the said land in the manner as aforesaid and the Purchaser shall hereinafter peacefully and quietly enter upon, hold, enjoy and possess the same and every part thereof without any suit, eviction, disturbance, interference, claim or demand of whatsoever nature from the Vendor or any person claiming through or under her.

4- The Vendor shall save harmless and indemnify and always keep indemnified the Purchaser from or against all encumbrances, charges and equities whatsoever and that she shall at the request and cost of the Purchaser do or execute or cause to be done or executed all such lawful acts, deeds and things for further and more perfectly conveying and assuring







the said land and every part thereof in favour of the Purchaser according to the true intent and meaning of this deed.

5- The Vendor warranty the Purchaser that except for the Vendor, no person whomsoever is having any right, title or interest in the said Land conveyed under these presents or any part thereof and in case the Purchaser suffers any loss or injury on account of the breach of this warranty, she undertakes to indemnify and always keep indemnified and compensated the Purchaser for the same and every part thereof.

6- The Vendor further declare and warranty the Purchaser that she has not created any third party right or interest in the said Land or any part of it nor she has entered into any negotiation or deal in respect of the said land conveyed under these presents or any part of it and in case the Vendor suffer any loss, damage or injury on account of breach of this warranty,



she undertakes to indemnify and keep fully indemnified and compensated the Purchaser for the same and every part thereof.

- 7- The Vendor further warranty the Purchaser that the land conveyed under these presents is not affected by any notice or rule of acquisition or requisition and that she has absolute right and authority to convey and transfer the said land and every part thereof as full and absolute owner.
- 8- The market value of the property conveyed under these presents is Rs. 27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand Only)



SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

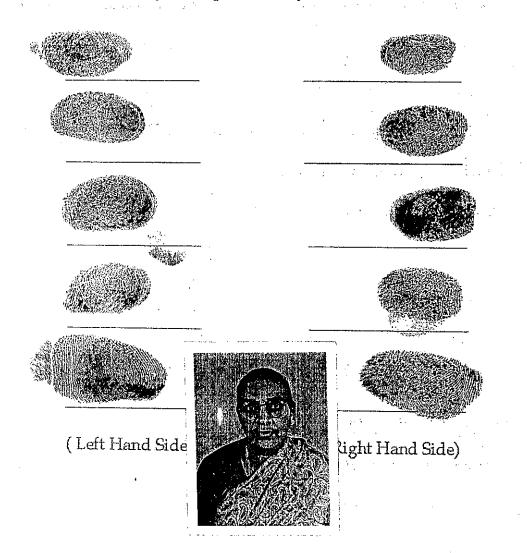
All that land surveyed under No. 180/2-C admeasuring 2256.00 Square meters, of the Revenue Village Penha- de -France, Bardez, Goa, situated within the limits of the Village Panchayat of Penha – de-France, Taluka and Sub District Bardez, District North Goa which is part of the original property known as 'VOL' or 'ALEM' also known as 'MAULI' of the Village Serula of Parish Penha -de-France of Bardez Taluka described in the Land Registration office (B.M. Falesponker. of Comarca of Ilhas at Goa at No.18803 at page 39 of Book B. 50 New and enrolled in Taluka Revenue office under Matriz No. 1275 bounded on or towards the North by the property of Sl B. Al Filerpenjar Suriakanta Caloco, on the South by the road, on the East by the property surveyed under No.180/2-D belonging to Narendra Xamba Faterpekar and on the West by Land surveyed under No. 180/2-B belonging to Prabhakar Xamba Fatarpekar now his heirs i.e. his widow Smt. Neeta Prabhakar Faterpekar and his children Miss. Jalpa Prabhakar Fatarpekar and Shri Vikas Prabhakar Fatarpekar. ...20/-



Notar

IN WITNESS WHEREOF this Deed of Sale is executed at Panaji,

Goa, on this 1st day of August, of the year 2005.

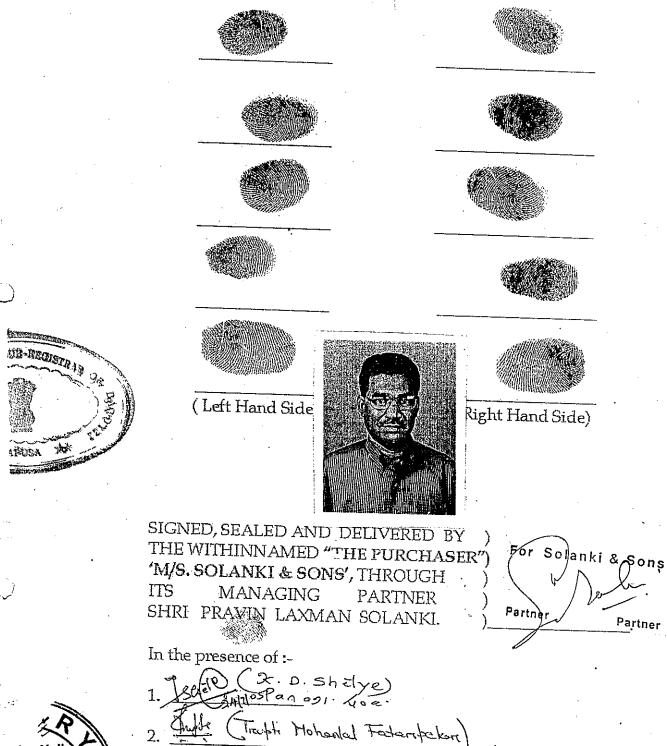


SIGNED AND DELIVERED BY THE) WITHINNAMED "THE VENDORS") SMT. BHARATI MOHANLAL) FATARPEKAR.

B.M. Faterpenker.



...21/-



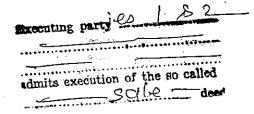
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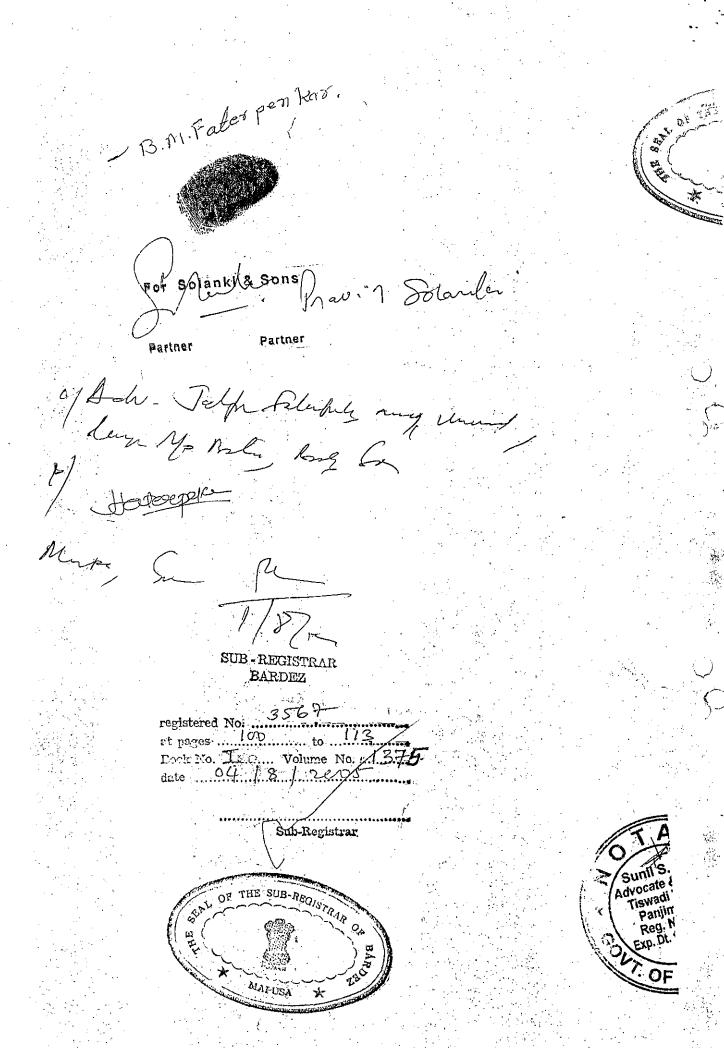
(1) Smf. Bhatati Mohanlal Fatarpekar, wiodow of Mohanlal Xamba Fatarpekar, 56 yrs., housewrife, Indian Mo Betim, Barder.-Goa

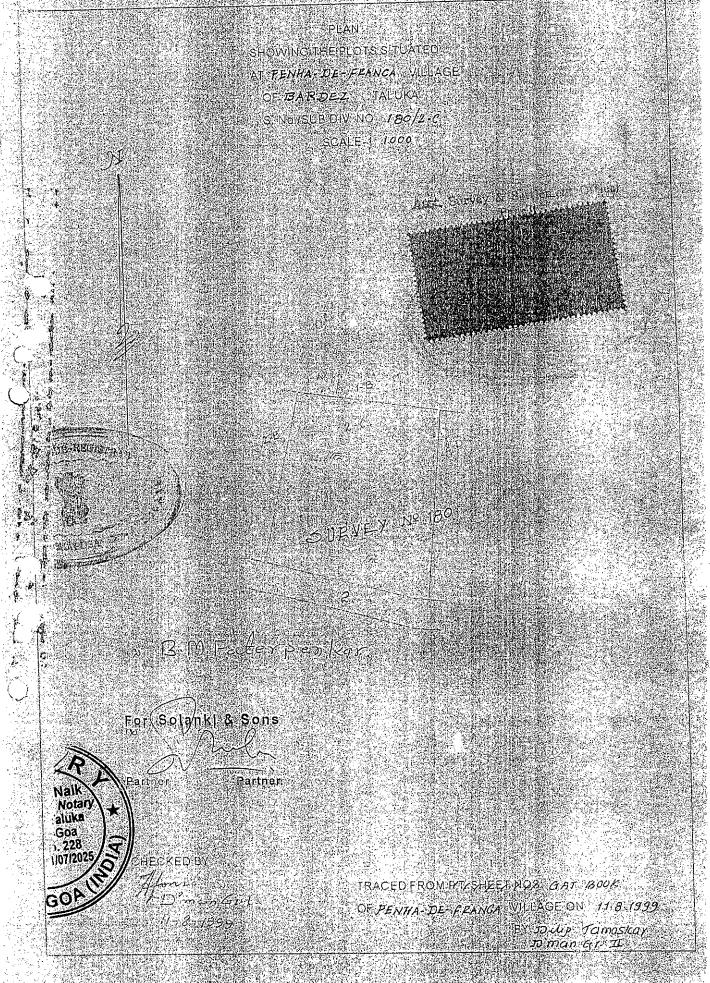
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H. Solaulei, married 44
Mrs., Engineer & Builder,
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Barder - Coa. as a Partner,
of M/s. SOLANKI & SONS.







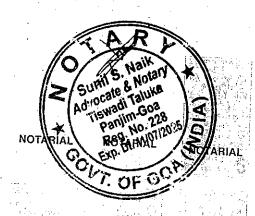




Note of Refun Document 20: 3250 to be returned on 11/8/05.



SUB REGISTRAR BARDEZ



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CERTIFIED TRUE COPY OF THE ORIGINAL DEG NO 1418 2020 DATED 61 12 2020

Sunil S. Naik Advocate & Notary Tiswadi Ta'uka Fanjim-Goa 403 001 Reg. No. 228

