



गोवा GOA

030558

Serial No. 2085 Place: MARGAO. Date 7/7/15
Value of Stamp Paper: Twenty five thousand
Name of Purchaser Pinky Fernandes
Residence Molcome Father's Name Laurent Fernandes
Purpose Deed of Sale Transacting Parties } _____

Sign Stamp Vendor
CAMILO FRANCIS TEODORO PAZ
Licence No. JUDISTP1279/SALCETE

Signature of Purchaser

3402
Roussel Carmo Mousinho Pereira De Miranda



DEED OF SALE

Mrs *Divaida* *Ferns*



गोवा GOA

Serial No. 2088 Place: MARGAO. Date 7/7/15
Value of Stamp Paper: Twenty five thousand
Name of Purchaser Rinky Fernandes
Residence Mokarna Father's Name Laurent Fernandes
Purpose Deed of sale Transacting Parties }
Sign Stamp Vendor
CAMILO FRANCIS TREVOR RRAZ
Licence No. JUDISTP/2/99/SALCETE
Signature of Purchaser

030559



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THIS DEED OF SALE is made and executed on this
16th day of the month of July, in the year Two Thousand
Fifteen, at Margao, Goa.

Margao Shivada Ferns



गोवा GOA

026041

Serial No. 2085 Place: MARGAO. Date 7/7/15
Value of Stamp Paper: Twenty thousand
Name of Purchaser Pinky Fernandes
Residence Malcorne Father's Name Laurent Fernandes
Purpose Deed of sale Transacting Parties

Sign Stamp Vendor
CAMILO FRANCIS TREVOR BRAZ
Licence No. JUD/STP/2/99/SALCETE

Signature of Purchaser



:: 3 ::

BY AND BETWEEN

1. **MR. MOHAN BAGADE**, son of Mr. Raghunath Bagade, aged 39 years, married, businessman, holder of PAN card No. AKSPB8214F, and his wife;

M. B. Bagade

Shiranda

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2. **MRS. NEHA MOHAN BAGADE**, wife of Mr. Mohan Bagade, aged 33 years, business, married, Holder of PAN card No. AVEPB7767N, both residents of Flat No.1, Ground floor, Virgincar Classic, Near Maruti Mandir, Margao, Goa, hereinafter called as the **"THE VENDORS"** (which expression shall unless repugnant to the context or meaning thereof deemed to mean and include their heirs, successors, legal representatives, administrators, executors and assigns) of the **ONE PART**;

AND

M/S. HYPE CONSTRUCTIONS, a Partnership Firm, having its office at Flat No.G-4, first floor, Ashad Complex, Madel, Margao, Goa, having PAN card No.AAGFH1909R, issued by Income Tax Department, Govt. of India, represented by its Partner **MRS. PINKY FERNANDES**, daughter of Mr. Laurent Fernandes, aged 34 years, business, married, resident of H. No.24, Novovaddo, Molcornem, Quepem, Goa, **MRS. MARIA SANDRA PEREIRA DE MIRANDA**, wife of Shri. Braulio Jose Orlando Xavier De Miranda, business, aged 60 years, married, Indian National, holder of PAN

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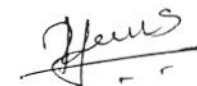
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No.APLPP0863Q, resident of Flat No.G-4, first floor, Ashad Complex, Madel, Margao, Goa, hereinafter called as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors, legal representatives, administrators, and assigns) of the **SECOND PART**.

All the parties hereto are Indian Nationals.

WHEREAS there exists a landed property known as known as "CAROGEM @ CARUJEM" situated in the Revenue Village of Cuncolim, within the limits of Cuncolim Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, which property is neither described in the Land Registration Office of Salcete nor enrolled for the purpose of Matriz in the Land Revenue office of Salcete but surveyed for the purpose of Record of Rights of Cuncolim village under No. 392/4, admeasuring an area of 1,400 square meters and is bounded on the **EAST**: by a Rivulet; on the **WEST**: by the property of Zammatul Muslimeen Society; on the **NORTH**: by the property of Marquez de Fronteira; and on the **SOUTH**: by the property of

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Shaikh Jaffar. The above described property is more particularly described in **SCHEDULE-I** appearing herein below and hereinafter referred to as the **SAID PROPERTY** for the purpose of brevity and convenience.

AND WHEREAS the **SAID PROPERTY** was adversely possessed and thus owned exclusively by one Mr. Shaikh Yakub Shaikh Ali, son of late Shaikh Ali, resident of H. No.100, Demani, Cuncolim, Salcete, Goa, but in the Survey Records, the **SAID PROPERTY** was recorded in the occupant's column in the name of the said Mr. Shaikh Yakub Shaikh Ali as well as one Mr. Shaikh Harun, who had no right or interest in the **SAID PROPERTY**.

AND WHEREAS for the same reason, the said Mr. Shaikh Yakub Shaikh Ali had to file against the said Mr. Shaikh Harun, the Regular Civil Suit No.372/88/C in the Court of the Civil Judge, Senior Division, at Margao, for the reliefs of declaration that the said Mr. Shaikh Yakub is the sole owner in possession of the

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SAID PROPERTY and for the deletion of the name of the said Mr. Shaik Harun from the survey records.

AND WHEREAS vide the Judgement and Decree dated 12/6/1989 passed in the above mentioned Regular Civil Suit No. 372/88/C by the Civil Judge, Junior Division, at Margao, the said suit was decreed in favour of the said Mr. Shaikh Yakub Shaikh Ali and consequently, the name of the said Mr. Shaik Harun was deleted from the Survey Records of the **SAID PROPERTY**.

AND WHEREAS out of the total area of 1,400 square meters of the **SAID PROPERTY**, the said Mr. Shaikh Yakub Shaikh Ali by Deed of Sale dated 06/12/2008 duly executed before the Sub Registrar of Salcete at Margao under Reg. No. 2054 at pages 1 to 20 of Book No. I, Volume No. 3390 dated 13/5/2009; sold to Mr. Shaikh Bashir, Mrs. Firoja Shaikh and Mr. Shaikh Javed, the northern distinct and separated portion of the **SAID PROPERTY** thereof admeasuring an area of 750 square meters being the distinct Northern part separated from the entire property known as

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"CAROGEM @ CARUJEM" situated in the Revenue village of Cuncolim, within the limits of Cuncolim Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, surveyed for the purpose of Record of Rights of Cuncolim village under No. 392/4, and bounded, on the **EAST**: by a Rivulet which is a natural water drain (boundary length 32.00 meters), on the **WEST**: by the present 1.5 meters wide road beyond which lies the property of Zammatul Muslimeen Society (boundary length of 46.00 meters), on the **NORTH**: by a public road leading from Cuncolim market to the ward Comba of Cuncolim village, beyond which lies the property of Marquez de Fronteira (boundary length of 21.50 metres) and on the **SOUTH**: by the remaining part of the entire property or may be the southernmost part of the said survey No.392/4 of the **SAID PROPERTY** (boundary length of 22.00 meters), and hereinafter referred to as the '**SAID PLOT**'.

AND WHEREAS said Mr. Shaikh Bashir, Mrs. Firoja Shaikh, Mr. Shaikh Javed and Mrs. Sabira Shaikh by deed of Sale dated 21/09/2012, Registered in the

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Sabira Shaikh

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office of Sub Registrar of Salcete at Margao under Reg. No. MGO-BK1-05332-2012, CD No.MGOD63 on 26/09/2012, sold the said plot to the present VENDOR No.1, and the said Deed of Sale dated 21/09/2012 was thereafter rectified correcting the Schedule, as new SURVEY NUMBER was issued to the said plot in view of the partition of the said plot by the Deputy Collector and Sub-divisional Officer, Margao, Goa, by Order dated 21/02/2011, passed in the case No.LRC/PART/612/2010/AK/I and ever since then the VENDORS are in possession of the said plot of land, which is now forming separate, distinct and independent property admeasuring an area of 700 square metres and independently surveyed under survey No.392/4-A of Cuncolim Village of Salcete Taluka, being the northern part separated from the entire property known as "CAROGEM @ CARUJEM" situated in the Revenue village of Cuncolim, within the limits of Cuncolim Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, and bounded, **on the EAST:** by a Rivulet, **on the WEST:** by the property of Zammatul Muslimeen Society, **on the NORTH:** by the remaining part of the said property surveyed under

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survey No.392/4 and **on the SOUTH:** by the property surveyed under survey No. 392/6. The above described property is hereinafter referred to as the said property.

AND WHEREAS the **VENDOR** No.1 is married to the **VENDOR** No.2 under communion of Assets and therefore she has been added as party to this Deed;

AND WHEREAS the **PURCHASER** has approached the **VENDORS** with a request to sell to the **PURCHASER** the said property, admeasuring an area of 700 square metres, shown in the Plan annexed to the deed in red colour, the property surveyed under survey No.392/4-A of Cuncolim Village of Salcete Taluka, District of South Goa, State of Goa.

AND WHEREAS the **VENDORS** have acceded to the request of the **PURCHASER** and agreed to sell to the **PURCHASER**, and the **PURCHASER** has agreed to purchase the said property, admeasuring an area of 700 square meters, surveyed under No.392/4-A of Cuncolim Village of Salcete Taluka, more specifically described in

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SCHEDULE-III, hereinafter appearing and for the purpose of clarity delineated on the PLAN annexed hereto in red colour, for the total price of Rs.20,00,000/- (Rupees Twenty Lakhs Only), the aforesaid amount of Rs.20,00,000/- is paid by the PURCHASER to the VENDORS. The said price of Rs.20,00,000/- (Rupees Twenty Lakhs Only) is its present value of the property hereby sold, as the said property is located at Carojim, Cuncolim, Salcete, Goa.

NOW THIS DEED OF SALE WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum Rs.20,00,000/- (Rupees Twenty Lakhs Only), i.e. (a) by cheque bearing No.550823 dated 01/07/2015 drawn on Allahabad Bank, Margao Branch, Margao, Salcete, Goa, for Rs.5,00,000/- (Rupees Five Lakhs Only), (b) by cheque bearing No.550825 dated 08/07/2015 drawn on Allahabad Bank, Margao Branch, Margao, Salcete, Goa, for Rs.5,00,000/- (Rupees Five Lakhs Only), and (c) by cheque bearing

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No.551205 dated 14/07/2015 drawn on Allahabad Bank, Margao Branch, Margao, Salcete, Goa, for Rs.5,00,000/- (Rupees Five Lakhs Only), and (d) by cheque bearing No.551206 dated 16/07/2015 drawn on Allahabad Bank, Margao Branch, Margao, Salcete, Goa, for Rs.5,00,000/- (Rupees Five Lakhs Only), the receipt of the said amount, the VENDORS do hereby acknowledge and admit as having received and the VENDORS do hereby CONVEY, SELL, TRANSFER, GRANT, ASSIGN AND ASSURE unto the PURCHASER free from all encumbrances, charges, liens, whatsoever or any defect in title, the said property, admeasuring an area of 700 square meters, surveyed under No.392/4-A of Cuncolim Village of Salcete Taluka, situated at Carojim, Cuncolim, Salcete, Goa, more specifically described in the SCHEDULE-III hereinafter written, TOGETHER WITH all other structure, area, water, water courses, liberties, privileges, easements and appurtenances, whatsoever to the said property in any way appertaining to belong or usually held or occupied thereto and all the estate, right, title, interest, property, claim and demand, whatsoever of the VENDORS into or upon the said property, hereby conveyed and every part thereof, TO

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HAVE, TO HOLD, TO USE AND TO ENJOY the same unto and to the use of the PURCHASER absolutely and forever free from all encumbrances, charges liens, defect in title, whatsoever.

2. The VENDORS do hereby covenant with the PURCHASER as follows:-

- a. The title of the VENDORS to the said property, admeasuring an area of 700 square meters, surveyed under No.392/4-A of Cuncolim Village of Salcete Taluka described in the SCHEDULE-III hereinafter written, hereby sold and conveyed subsists and is perfect, and unassailable and the VENDORS have good right, full power and absolute authority to sell and convey the same to the PURCHASER in the manner aforesaid without let or hindrance from whomsoever.

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- b. The VENDORS hereby assure the PURCHASER that the said property hereby sold and conveyed and/or of the flats/shops to be constructed in the said property is not the subject matter of any Agreement with any other person or party and is not the subject matter of any seizure, attachment, sale, requisition or acquisition under any compulsory law or any litigation before any Court of Law and the VENDORS fully indemnify and assure to keep indemnified the PURCHASER forever.
- c. The PURCHASER shall hereafter peaceably and quietly possess, use own, hold and enjoy the said property, described in the SCHEDULE-III hereinafter written and hereby sold as its own property, without any claim and shall be also entitled to transfer the technical clearance Order, file revise plan or demand, whatsoever, from the

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VENDORS, consenting party or from any person or persons claiming through or under them and the VENDORS hereby assign to save harmless and to keep indemnified the PURCHASER from and against all losses, costs or expenses that the PURCHASER may sustain or incur by reason of any claim being made by anybody, whomsoever or by virtue of any defect in title.

- d. If for any defect in the title of the VENDORS and the CONSENTING PARTY, the PURCHASER deprived off from enjoyment and/or possession of the said property, hereby sold and conveyed or any part or said property thereof, the VENDORS shall compensate the PURCHASER fully and effectively in all respects.

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3. That the VENDORS shall at all times hereinafter and at the request and cost of the PURCHASER, do execute and perform all such further acts, deeds and things as may be required by the PURCHASER for the purpose of more perfectly conveying and assuring in favour of the PURCHASER the said property conveyed hereunder and/or for the purpose of recording and registering in the name of the PURCHASER, of the said property conveyed hereunder.

4. The VENDORS hereby authorise the PURCHASER to get surveyed in the name of the PURCHASER, the said property admeasuring an area of 700 square meters, surveyed under No.392/4-A of Cuncolim Village of Salcete Taluka, described in the SCHEDULE-III hereinafter written, purchased by the PURCHASER by the present Deed in the Survey Records in Form I and XIV of survey No.392/4-A of Cuncolim Village of Salcete Taluka.

5. The property hereby sold is more particularly identified on the plan annexed hereto in red colour.

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6. That in pursuance to Notification No.RD/LND/LRC/318/77 dated 21-08-1978 of Secretary (Revenue) Government of Goa, the "VENDORS" hereby declare that the subject matter of this Deed, does not belong nor is owned by Schedule Caste or Schedule Tribe, and as such the previous sanction of the Collector, South Goa District, Margao, is not required for registering the present Deed of Sale.

7. The present deed has executed by the Partners of PURCHASER, in person and for the purpose of registration of the same in the office of the Sub-Registrar of Salcete, the PURCHASER have appointed **MR. ROUSSEL CARMO MOUSINHO PEREIRA DE MIRANDA**, son of Mr. Braulio J. O. X. de Miranda, aged 32 years, business, resident of G-4, Ashad Complex, Madel, Margao, Goa, as Attorney, by virtue of Special Power of Attorney, executed before the Sub Registrar of Salcete, at Margao, Goa, under Registration No. MGO-BK4-00047-2105, CD No. MGOD85 dated 26/06/2015, certified copy of the same is produced herewith.

Mrs

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8. The VENDOR No.2 **MRS. NEHA MOHAN BAGADE** is herein represented by her Attorney the VENDOR No.1 **MOHAN BAGADE**, by General Power of Attorney dated 04/04/2011 executed before Notary Mathew N. D'Sa, under Reg. No.9826 dated 05/04/2011.

SCHEDULE I

DESCRIPTION OF THE SAID PROPERTY

ALL THAT landed property known as known as "CAROGEM @ CARUJEM" situated in the revenue Village of Cuncolim, within the limits of Cuncolim Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, which property is neither described in the Land Registration Office of Salcete nor enrolled for the purpose of Matriz in the Land Revenue office of Salcete but surveyed for the purpose of Record of Rights of Cuncolim village under No. 392/4, admeasuring an area of 1,400 square meters and is bounded **on the EAST:** by a Rivulet; **On the WEST:** by the property of Zammatul Muslimeen Society; **On the NORTH:** by the property of Marquez de Fronteira; and **On the SOUTH:** by the property of Shaikh Jaffar.

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SCHEDULE II
DESCRIPTION OF THE SAID PLOT

THE Northern distinct and separated portion of the **SAID PROPERTY** thereof admeasuring an area of 750 square meters being the distinct Northern part separated from the entire property known as "CAROGEM @ CARUJEM" situated in the Revenue village of Cuncolim, within the limits of Cuncolim Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, surveyed for the purpose of Record of Rights of Cuncolim Village under No. 392/4, and bounded, **On the EAST:** by a Rivulet which is a natural water drain (boundary length 32.00 meters), **on the WEST:** by the present 1.5 meters wide road beyond which lies the property of Zammatul Muslimeen Society (boundary length of 46.00 meters), **On the NORTH:** by a public road leading from Cuncolim market to the ward Comba of Cuncolim Village, beyond which lies the property of Marquez de Fronteira (boundary length of 21.50 metres) and **On the SOUTH:** by the remaining part of the entire property or may be the southernmost part of the said survey No.392/4 of the **SAID PROPERTY** (boundary length of 22.00 meters).

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SCHEDULE III OF THE SAID PROPERTY
HEREBY SOLD

ALL THAT the northern distinct and separated portion of the **SAID PROPERTY AND SAID PLOT** thereof, being the distinct Northern part separated from the entire property known as "CAROGEM @ CARUJEM" situated in the Revenue village of Cuncolim, within the limits of Cuncolim Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, now independently surveyed for the purpose of Record of Rights of Cuncolim Village under No.392/4-A of Cuncolim Village of Salcete Taluka, admeasuring an area of 700 square metres, and bounded, **On the EAST:** by a Rivulet, **on the WEST:** by the property of Zammatul Muslimeen Society, **On the NORTH:** by the remaining part of the said property surveyed under survey No.392/4 and **On the SOUTH:** by the property surveyed under survey No. 392/6.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands, signatures hereunto on the date and the place first hereinabove written.

[Signature]

[Signature]

[Signature]



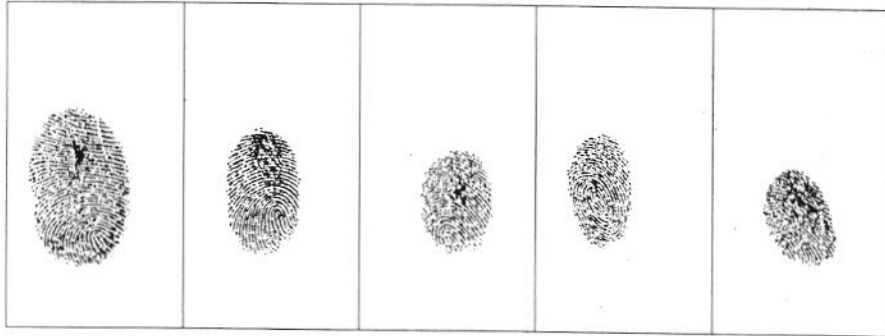
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THE VENDORS:

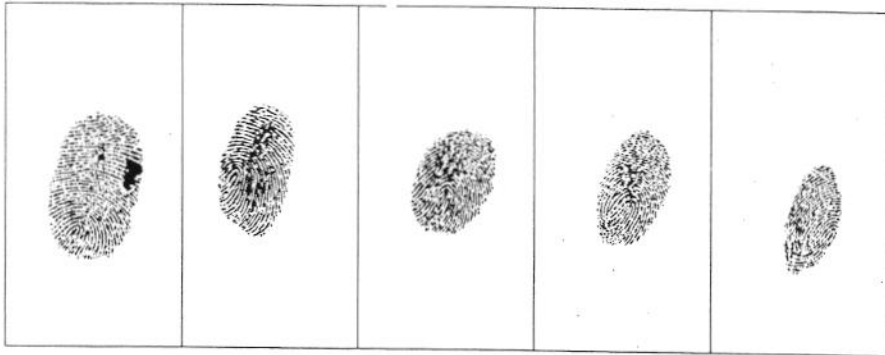


.....M.B......
(MOHAN BAGADE for self and
as an Attorney for vendor No.2
NEHA MOHAN BAGADE)

R. H. F. I.



L. H. F. I.



M.B.

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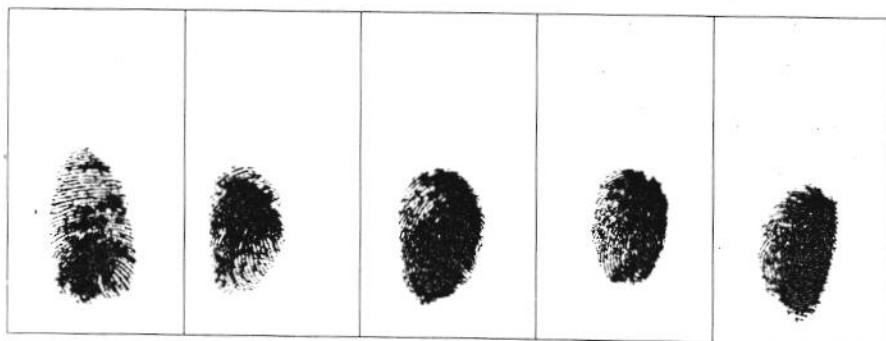


THE PURCHASER :1. Herns

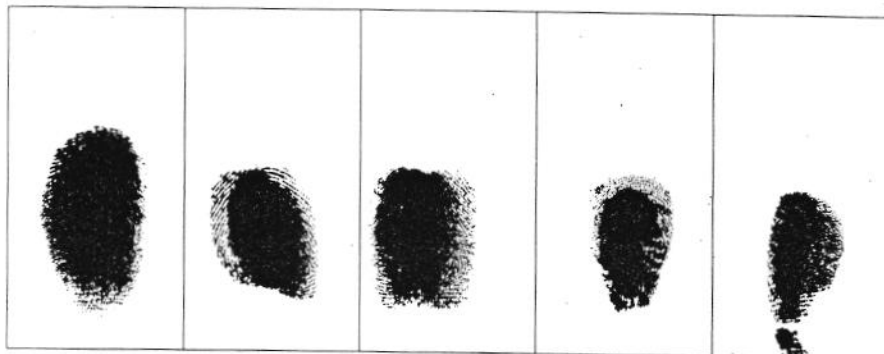


(M/S. HYPE CONSTRUCTIONS
through its partner PINKY
FERNANDES)

R. H. F. I.



L. H. F. I.



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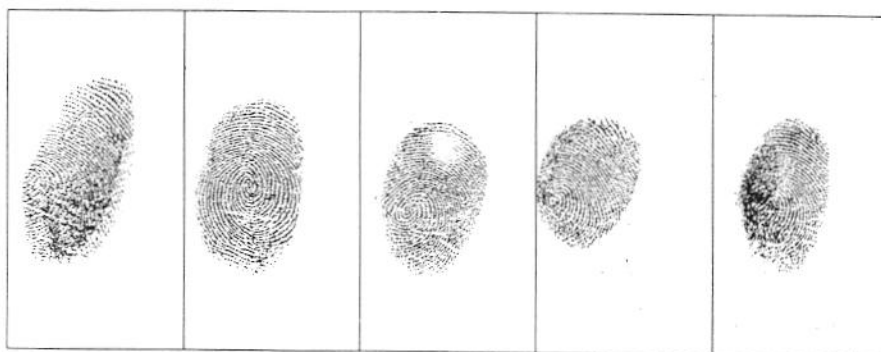
Miranda

(M/S. HYPE CONSTRUCTIONS
through its partner MARIA
SANDRA PEREIRA DE
MIRANDA)

R. H. F. I.



L. H. F. I.



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Miranda

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GOVERNMENT OF GOA

Directorate of Settlement and Land Records

Office of Inspector of Survey and Land Records

MARGAO - GOA

Plan Showing plots situated at

Village : CUNCOLIM

Taluka : SALCETE

Survey No./Subdivision No. : 392/ 4-A

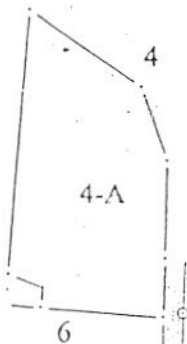
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Law No. 2832

[Signature]
12/12/11

Inspector of Survey &
Land Records

SURVEY No. 392



TEMPORARY COPY
OFFICE OF WORKS
WORKS DIVISION XX
(PHE) PWD FATORUA MARGAO

[Signature]
[Signature]

dated By : P. V. FALDESS/
14-12-2011

[Signature]

Computerized



WITNESSES :-

1. Eutequio

Mr. Eutequio Miranda,
Resident of bungalow No.A,
Opp. Lotus Garden Building,
Dovondem, Margao, Goa.

2. Travasso

(Francisco Travasso,
Resident of Flat No.C-2, F-1,
Indradanush, Borda, Margao, Goa)

Miranda

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Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 16-07-2015 12:52:07 PM

Document Serial Number : 3402




Presented at 12:41:00 PM on 16-07-2015 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
	Registration Fee	40000.00
	Processing Fees	510.00
	Total :	40510.00

Stamp Duty Required: 70000.00

Stamp Duty Paid: 70000.00

Roussel Carmo Mousinho Pereira-De Miranda presenter

Name	Photo	Thumb Impression	Signature
Roussel Carmo Mousinho Pereira De Miranda ,S/o. Brulio Jose Orlando Xavier de Miranda , Married,Indian,age 33 Years,Business,r/o G-4, Ashad Complex, Madel, Margao, Goa. As a constituted POA for the Partners of M/S. Hype Constructions Having office at Madel, Margao, Goa vide POA dated 26/06/2015 executed before the Sub Registrar of Salcete under reg No. 47/2015			

Endorsements

Executant

1 . Roussel Carmo Mousinho Pereira De Miranda , S/o. Brulio Jose Orlando Xavier de Miranda, Married,Indian,age 33 Years,Business,r/o G-4, Ashad Complex, Madel, Margao, Goa. As a constituted POA for the Partners of M/S. Hype Constructions Having office at Madel, Margao, Goa vide POA dated 26/06/2015 executed before the Sub Registrar of Salcete under reg No. 47/2015







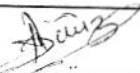

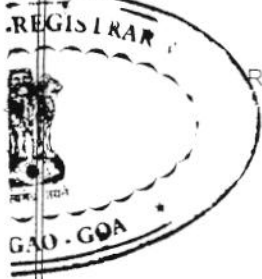
Photo	Thumb Impression	Signature
		

Photo	Thumb Impression	Signature
		

Sr No.	Witness Details	Signature
1	Alisha Diniz , D/o. Aleixinho Diniz, UnMarried, Indian, age 24 Years, Advocate, r/o Curchorem, Goa	


Sub-Registrar
Suraj R Vernekar
Sub Registrar



Book-1 Document
Registration Number MGO-BK1-03348-2015
CD Number MGOD85 on
Date 16-07-2015

[Handwritten Signature]

Sub-Registrar (Salcete/Margao)

Suresh R. Vernekar
Sub Registrar

Scanned By:- *[Handwritten Signature]*

Signature:-

Designed and Developed by C-DAC, ACTS, Pune