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DEED OF SALE

THIS DEED OF SALE, is made on this 30th day of

B-REGISTRAM May, 2005 at Canacona-Goa:







### BETWEEN

1. SHRI. SYLVESTER M. DIAS, son of late Mathew Dins, aged 35 years, occupation Business and his wife:



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GOVERNMENT OF GOA

27.05.2005

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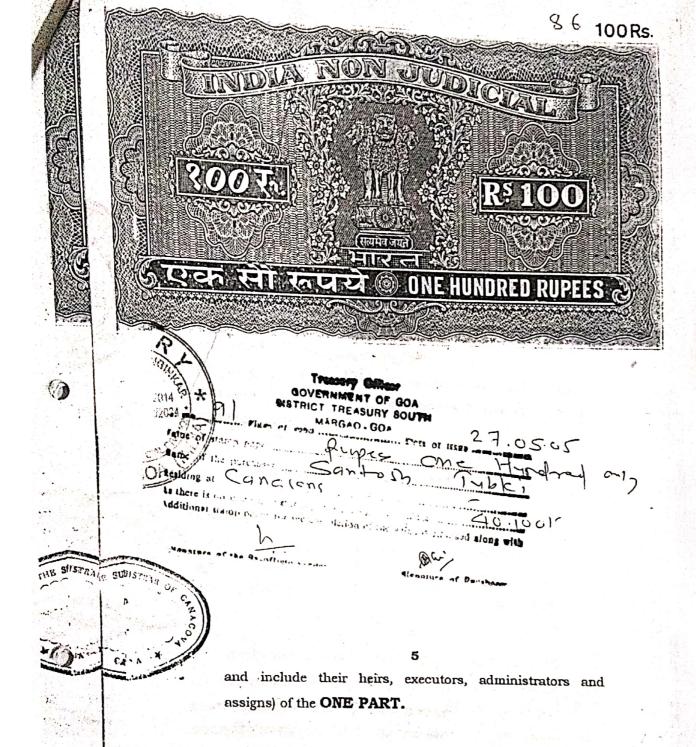
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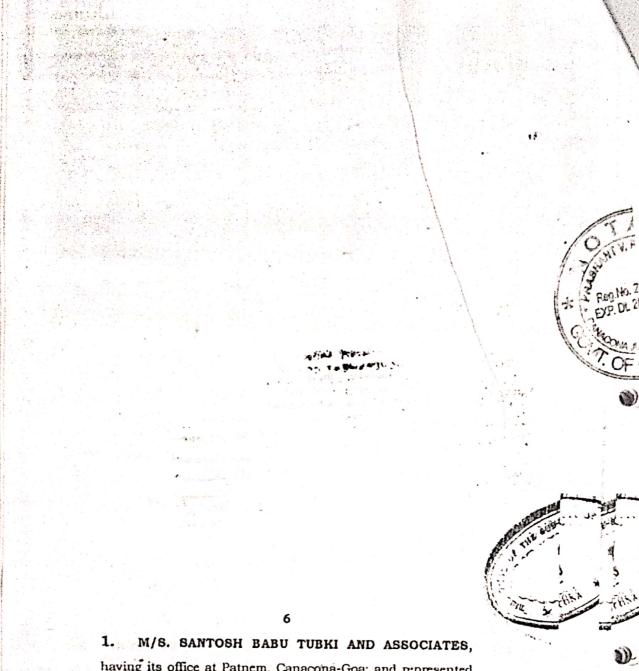
- O ---:C- --C
- 2. SMT. ANJELINE 8. DIAS, wife of Sylvester M. Dias, aged about 34 years, housewife:
- 3. SMT. CHRISTALINE DIAS, daughter of late Mathew Dias, aged about 36 years, housewife:



4. SMT. JANET DIAS, daughter of late Mathew Dias, aged about 38 years, occupation housewife, all residing at Aaron Cleaners & Dryers, Near Christo Medical Store, Chakala Vilalge, Andheri East, Bombay-99; hereinafter referred to as the VENDORS' (which expression shall unless repugnant to the context or meaning hereof shall also mean



AND

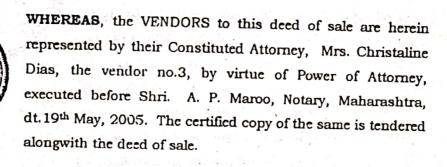


1. M/S. SANTOSH BABU TUBKI AND ASSOCIATES, having its office at Patnem, Canacona-Goa: and represented by its sole Proprietor Shri. Santosh Babu Tubki, S/o late Babu Tubki, aged 44 years, married, businessman residing at Patnem, Canacona-Goa: hereinafter referred to as the



'PURCHASER' (which expression shall unless repugnant to the context or meaning hereof shall also mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

Both the Parties to this deed are INDIAN NATIONALS.



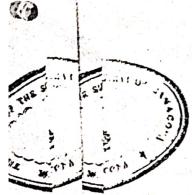
WHEREAS, there exists a landed property known as COPTAMORODA alias VALCOTEAVORIL, also known as CUPATORI MOROD, in two additions of cultivation of rice situated in ward Nagarcem of Canacona Municipal Council, Taluka and Sub-District of Canacona, District of South Goa,

State of Goa, which is found registered in the Land Registration Office of Judicial Division of Quepem under no.16145 and enrolled in the Taluka Revenue Office of Canacona under matriz no.1452 and more clearly described in Schedule A appearing hereinafter.

AND WHEREAS, by a deed of sale dt.8/6/1971 which is register in the office of the Sub-registrar of Salcete under no.844 at pages 370 to 374 of Book I, volume 14 dt.23<sup>rd</sup> August, 1971 Sm. Josefina Florence Viegas, wife of Mathew Dias, daughter of late Joaquim Santan Viegas, r/o Pansulem, purchased 1/3<sup>rd</sup> share of the said property described in schedule A appearing hereinafter i.e. 1/6<sup>th</sup> share from Smt. Audu Desai and Raya Raghunath Kadam and his wife and 1/6<sup>th</sup> share from Subhadra Xantaram Gaonkar and Kishori Xantaram Gaonkar.

AND WHEREAS, the said 1/3rd share purchased by Josephine Florence has been surveyed under survey





no.169/6 and 169/7 having total area admeasuring about 5082 sq.mts., which 1/3<sup>rd</sup> share is more clearly described in Schedule B appearing hereinaster and shown on the plan annexed to this deed of sale.

AND WHEREAS, the Vendors have informed to the Purchasers that the Vendors are only legal heirs of their parents late Shri. Mathew Dias and Smt. Josephine Florence Viegas.

AND WHEREAS, the said Josephine Florence Veigas and her husband Mathew Dias, have expired leaving behind the Vendors as their universal legal heirs who are in absolute pessession and enjoyment of the said preperty described in Schedule B appearing hereinafter and shown on the plan annexed to this Deed of sale.

AND WHEREAS, the VENDORS have represented to the purchaser that;



- A. The **VENDORS** herein are the owners in possession of the said property and their title to the said property is clear, valid, marketable and subsisting.
- B. The said property is not subject to any attachments from any court of law.
- C. The said property is not subject to requisition or attachment by income tax department authority.
- D. The said property hereby agreed to be sold has not been the subject matter of any previous Agreement of sale, Mortgage, charge etc. and:
- E.-No other persons other than the Vendors have any right, claim, right or interest of whatsoever nature in the said plot hereby sold.





AND WHEREAS, acting upon the information given by the VENDORS that they are absolute owners in possession of the said property, the PURCHASERS have shown their willingness to purchase the said property.

AND WHEREAS, the VENDORS have agreed to sell and the PURCHASERS have agreed to purchase the said property described in schedule B appearing hereinafter and shown on the plan annexed to this deed of sale for the total consideration of Rs.10,00,000/- (Rupees ten lakhs only) which is its present fair market price considering that the said property is situated at a distance of about 100 mts. away from the N.H.17.

#### NOW THIS DEED OF SALE WITNESSETH AS UNDER:

 That in consideration of total payment of Rs.10,00,000/-(Rupees ten lakhs only) paid by the PURCHASER, to the VENDORS, the VENDORS, hereby convey, sell, transfer,



unto the PURCHASER, the said area admeasuring about 5082 sq.mts. which is more clearly described in the schedule B and shown on the Plan annexed to this deed of sale, with all other rights, title, demand, possession, easement and all other rights and appertainments thereof TO HAVE, TO HOLD AND TO ENJOY the same forever as the absolute owner thereof.

2. The VENDORS have assured to the PURCHASER that they have a good and clear title and the VENDORS have assured and undertaken that the VENDORS will compensate and indemnify to the PURCHASER for the full consideration and/or damages suffered by him or his assignees, if they are deprived off from enjoyment of the said area admeasuring about 5082 sq. mts. and every part thereof due to the defect in the title of the VENDORS to the said portion of land or incase of any claim from any other person having a better title to the same.



- 3. The PURCHASER may hereinafter peacefully and quietly possess the said plot without any claim or demand whatsoever from the VENDORS or any person claiming through or under them.
- 4. The VENDORS have assured to the PURCHASER that they shall sign all documents/papers, which are required for transferring the survey records in the name of the PURCHASER.
- 5. The VENDORS further covenant with the PURCHASER that henceforth they have no right of whatsoever nature to the said plot admeasuring about 5082 sq.mts. described in schedule B hereby sold to the PURCHASER.
- .6. The VENDORS hereby further covenant with the PURCHASER that no land Acquisition Proceedings are pending under Land Acquisition Act in any court in respect of the said property.



7. That for the purpose of Valuation the said property is valued for Rs.10,00,000/-(Rupees ten lakhs only) and accordingly stamp duty has been paid.

#### SCHEDULE A

All that landed property in two additions known as COPTA MORODA alias VALCOTEAVORIL, also known as CUPATORI MOROD, in two additions of cultivation of rice situated in ward Nagarcem of Canacona Municipal Council, Taluka and Sub-District of Canacona, District of South Goa, State of Goa, which is found registered in the Land Registration Office of Judicial Division of Quepem under no.16145 and enrolled in the Taluka Revenue Office of Canacona under matriz no.1452 and the first addition is bounded as under:

East :- by property Cupatomorod of Vithoba Morto Naik.

West :- by property Vodiabag of Ramchandra Vithoba Naik.

North :- by hill.

South :- by property Chinchemoroda of Zaiwant Anant Sinai.



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# The second addition is bounded as under:

East :- by property Vodiabaga of Ramchandra Vithoba Naik and Chinchemorod of Zaiwant Anant Sinai.

West :- by property Gharbhat of the legal heirs of Purso Molu

North :- by property Vodiabaga of Paik Ganba Naik.

South :- by property Chinchemorod of said Zaiwant Anant Sinai.

# SCHEDULE B

All that 1/3rd share purchased by a deed of sale dt.8th June, 1971 being part of the property known as COPTAMORODA alias VALCOTEAVORIL, also known as CUPATORI MOROD, situated in ward Nagarcem, of Canacona Municipal Council, Taluka and Sub-District of Canacona, District of South Goa, State of Goa, which is found registered in the Land Registration Office of Judicial Division of Quepem under

no.16145 (part) and enrolled in the Taluka Revenue Office of Canacona under matriz no.1452 (part) and having total area admeasuring about 5082 sq. mts. and recently surveyed under survey no.169/6 of village Chaudi, taluka Canacona-Goa having area admeasuring about 3501 sq. mts. and under survey no.169/7 of village Chaudi, taluka Canacona having area admeasuring about 1581 sq.mts and the said 1/3rd share as per the survey records the plot under survey 169/7 is bounded as under:

East: by property under survey no.173/14 and 170/2 of village Chaudi.

West:- by property under survey no.169/3 of village Chaudi. North:- by property under survey no.169/3 and 169/4 and part of the property under survey no.173/14 of village Chaudi.

South :- by property under survey no.170/1 and 170/2 of village Chaudi.



# And the plot under survey no.169/6 is bounded as under:

East: by the property under survey no. 170/1 and 171/1 of village Chaudi, taluke Canacona-Goa.

West :- by property under survey no.168/1 and 168/2 of village Chaudi.

North:- by property under survey no.169/2 and 169/3 of village Chaudi.

South :- by property under survey no.171/2 of village Chaudi.

The plot under survey no.169/6 and 169/7 of village Chaudi, being l/3<sup>rd</sup> share purchased by Josephina Florence Veigas, hereby sold have been shown on the plan annexed to this Deed of Sale.

IN WITNESS WHEREOF the Parties have signed and executed this Deed of Sale on the day, month and year first herein above written in the presence of attesting witnesses signed below:-



## SIGNED AND DELIVERED BY THE VENDORS;





1. MRS . CHRISTALINE DIAS

(MRS. CHRISTALINE DIAS) VENDOR NO.3,

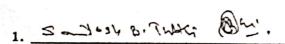
For self and as Constituted Attorney of the Vendors no.1, 2 and 4.





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#### SIGNED AND DELIVERED BY THE PURCHASER: -



(SHRI. SANTOSH B. TUBKI)

For M/s. Santosh Tubki and Associates.



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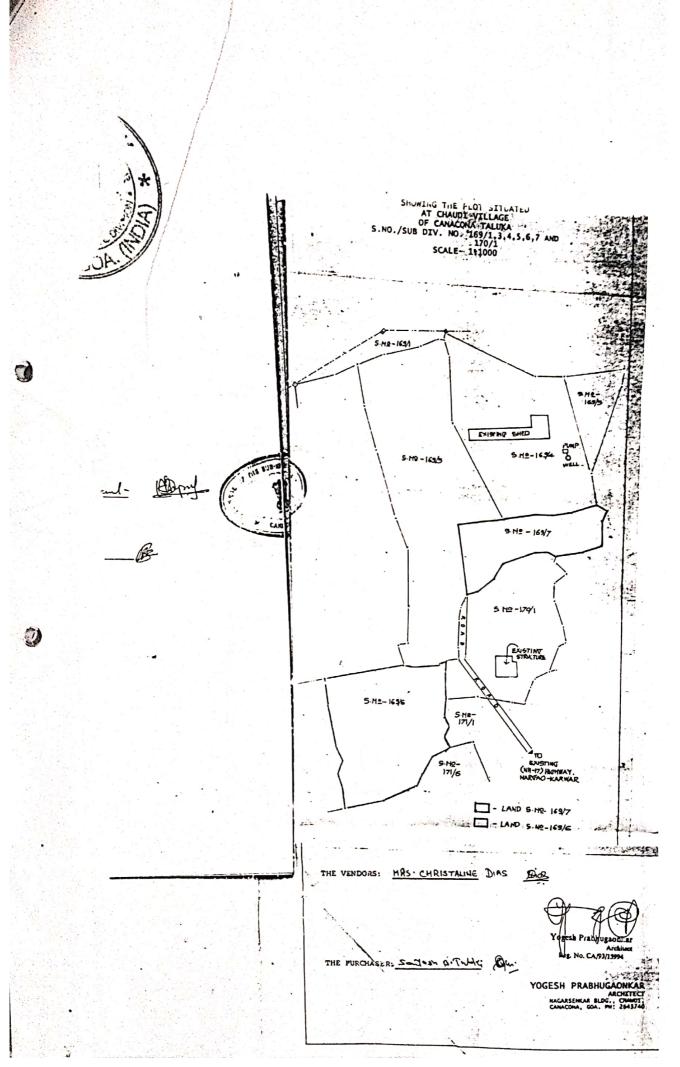


# WITNESSES:-











Negistered No. 140

No. 140

Book No. 153

Oate 31-05-2005

Sub-Registrar

Executing Parties: -

Sont. Ehrnistahine Dias, daughten of Mathiew Dias, honoowife, aged 36 years, Andian National, nesident of Aarrow blearens & Dryers, Near Ehristo Medical stone, Chakala Village, Andheri East, Bomboy-99, for self and as Attorney of all Shrie Sylvesters M. Dias, his wife by Sont. Anjeline S. Dias, and Sont. Jonet Dias;

2) Shri. Santosh Babu Tubki, aan of bate Babu Tubki, married, broinessman, aged 44 years, Indian National, resident of Patren, Carracona, as Sole Profrietor of

> M/S. SANTASH BABU TUBRI AND ASSOCIATES, having Office at Patnew

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MAS. CHRISTALINE DIAS - BAS



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Show Kiran Dann Komarfant, wan of Dann Komarfant, Wachelon, Survice, aged 28 years. Indian National, resident of Tembiweda, Nagaram Palalam.



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Dated : 30th Aboy. 2005

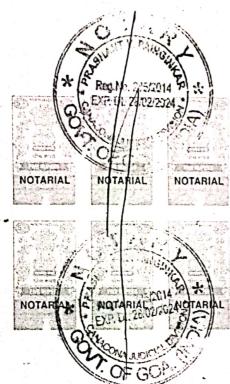
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STATE OF GOA (INDIA)

CANACOYA
STATE OF GOA (INDIA)
Reg. No. 2836/19
Date: O8/08/2019