

THIS INDENTURE, made and entered on this 10th day of October in the year two thousand Eighteen (10/10/2018), within the registration Sub District and Taluka Ponda District of South Goa, State of Goa, BETWEEN (1) M/S DEVSAN CONSTRUCTIONS a partnership Firm with Office at T-18 Kurtarkar Commercial Arcade behind Canara Bank Ponda bearing Income Tax Pan Card No. AAFFD4729C through its partners (a) MR. SANJEEV NARAYAN NAIK, son of Narayan Naik, years, Business, Pan Card married, aged about 53 major, No.ADBPN6853E, and having Aadhaar Card No.943372160916, Indian National, residing at H. No. 318, Sai Ganaraj Nandavan Residency Patantally, Ponda-Goa, (b) MRS. DARSHANA DEVIDAS NAIK, wife of Devidas Naik, major, married, aged about 54 years, Business, Pan Card No.ACBPN8485F, and having Aadhaar Card No.362675470116, Indian National, residing at H. No.30/58, omkar Bungalow, Varkhande, Ponda-Goa and hereinafter jointly referred to as THE VENDORS (which Goa and hereinafter jointly referred to the context or meaning thereof, compression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators and assigns) OF THE ONE

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(2) MR. PRATHAMESH BHAGYACHANDRA SUKTHANKAR, son of Shri. Bhagyachandra Sukthankar, major, bachelor, aged about 25 years, business, Pan Card No.CPMPS2017G, and having Aadhaar Card No. 984268751323, Indian National, resident of Bunglow No. 2, "SHANTAI", Nivara Society, Friends Colony, Khadpabandh, Ponda-Goa, (3) MR. SHRAVAN JAGADISH JOG, son of Jagadish Jog, major, Bachelor, aged about 27 years, occupation Business, Indian National, residing at H. No. 8, Parijat Housing Society, Khadpabandh, Ponda – Goa, having Pan Card No.AMGPJ3101Rand Aadhaar Card No. 833597708004, hereinafter referred to as THE PURCHASERS (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators and assigns) OF THE OTHER PART.

WHEREAS there exists a Plot admeasuring 640 sq. mts. of the property known as PREDIO OU TERRENO INCULTO OITEIRAL CONCHECIDO POR NOME AMBLEGAL alias AME GHALA situated at Village Queula alias Kavlem within the limits of village Panchayat of Queula alias Kavlem, Taluka and Sub-district of Ponda, District of North Goa, State of Goa and which property as a whole is registered in the Land Registration Office of Ilhas Goa under number 14171 of Book B-37 New and also inscribed in the said Land Registration Office of Ilhas under Inscription No. 24644 of book G-38 in the name of the original owner Mr. Joao Inacio Gracias and also wholly enrolled in the Matriz records under No. 1122 and is separately surveyed under Survey No.89/1-I of village Queula alias Kavlem and which plot now forming a separate and distinct unit is bounded as under:

East : By the 8.00 meters wide road

West : By the property of Rama B. Kamat Ghanekar

North: By the plot No. 18 sold to one Madhukar Verlekar and others

South: By the plot No. 20 sold to one Deu Bhosle

AND WHEREAS this plot came to belong to Hindu undivided Family represented through its Karta Shri. Vishwas Narayan Fugro, son of Narayan Fugro, married, aged 60 years, business, residing at Diu Parsiwada 11, 3-112, from its previous owners Mrs. Sharad Ravindra Naik Namshikar, widow of Ravindra Panduranga Naik Namshikar and her two daughters (a) Mrs. Sharayu Chetan Khandeparkar, daughter of late Ravindra Panduranga Naique Nomoxicar alias Ravindra Panduronga Naique Nomoxicar, housewife, aged 41 years and her husband Mr. Chetan Suresh Khandeparkar, son of Suresh Khandeparkar, married, business, aged 45 years both residing at Varkhandem, Ponda (b) Mrs. Sharmila Rajaram alias RajeshPai Kuchelkar, daughter of late Ravindra Panduranga Namshikr alias Ravindra Pandurang Naik Namshikar alias Ravindra Panduronga Naique Nomoxicar, service, aged 40 years and her husband Mr. Rajaram alias RajeshPai Kuchelkar, son of Vassudeo Pai

Kuchelkar, married, service, aged 43 years both residing at C/o Ramalu, 6-49, NGO's Colon, Alipur Mandal, Zaheerabad, District Medak 502220 by a deed of sale dated 22nd day of April 2008 duly registered before the Sub Registrar Office of Ponda under register No. 952/08 at pages 160 to 180 of book No. 1, volume 1272 dated 28/04/2008.

AND WHEREAS this plot was purchased by late Ravindra P.N. Namshikar, father of Mrs. Sharayu Chetan Khandeparkar and Ms. Sharmila Rajaram alias Rajesh Pai Kuchelkar who purchased the same from the previous owners Mr. Jose Custodio Eudardo Marques and wife by a deed of sale dated 3rd day of June 1997 duly registered before the Sub Registrar Office of Ponda under register No. 667 at pages 364 to 403 of book No. 1, Volume 3343 dated 12/06/1997.

AND WHEREAS on the death of the said Mr. Ravindra P.N. Namshikar, succession proceedings were taken out by his wife Mrs. Sharad R. Namshikar before the Notary Ex Officio of Ponda on the Notorial Book of Deeds No. 403 at pages 18 onwards dated 09/03/2010 from which document it has been certified that on his death he leftbehind him his widow the said Mrs. Sharad Ravindra Naik Namshikar and two daughters namely a) Mrs. Sharayu Chetan Khandeparkar married to Chetan Suresh Khandeparkar and b) Mrs. Sharmila Rajaram alias Rajesh Pai Kuchelkar as the only heirs land successors who were the Vendors in the deed of sale dated 22nd day of April 2008 mentioned above.

AND WHEREAS the plot No. 19 came to the ownership and possession of the said Joao Custodio Eduardo Marques by virtue of its purchase made by him from the previous owner Mr. Joao Inacio Gracias and his wife by a deed of sale dated dated 25th day of April 1988 duly registered before Sub-Registrar Office of Ponda under Registration No. 307, Book No. 1, at pages 551 to 564, Volume No. 34, dated 19/06/1991.

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AND WHEREAS Vishwas Narayan Fugro alias Vishwasbhai Narayanbhai Fugro and Nutanben Vishwasbhai Fugro herein got the said Narayanbhai Fugro and Nutanben Vishwasbhai Fugro herein got the said plot No. 19 duly re surveyed separately and got a separate sub division in plot No. 19 duly re surveyed separately and got a separate sub division in his name as Hindu Undivided Family by its Karta Mr. Vishwas Narayan Fugro under survey No. 89/1-I of village Queula alias Kavlem.

AND WHEREAS plot No. 19 has been duly converted to residential purposes from the Office of Collector of North Goa Panjim vide Sanad bearing No. RB/CNV/PON/COLL/04/2012 dated 24th day of May 2013 in bearing No. Vishwas N. Fugro, Karta for Hindu Undivided Family the name of Mr. Vishwas N. Fugro, Karta for Hindu Undivided Family and got a separate holding and plot number mentioned in the Schedule below.

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AND WHEREAS by virtue of Sale Deed dated 18/01/2014 registered before Sub Registrar of Ponda under registration No. 303/14 at page 1 to before Sub Registrar of Ponda under registration No. 303/14 at page 1 to 20, book No. I, Volume No. 2497 dated 04/03/2014 the said Vishwas 20, book No. I, Volume No. 2497 dated 04/03/2014 the said Vishwas Narayan Fugro alias Vishwasbhai Fugro and Nutanben Vishwasbhai Fugro has sold plot admeasuring 640 sq.mts. to M/s Devsan Construction, a partnership firm, the vendors herein become owners of said plot.

AND WHEREAS pursuant to an agreement between the parties hereto, the vendors have agreed to sell and the purchasers has agreed to purchase from the vendors the said Plot admeasuring area 640 sq.mts. along with unoccupied old House structure at/for a total price consideration of Rs 62,00,000/- (Rupees Sixty Two Lakh only) being its fair market value.

AND WHEREAS the purchasers has requested the vendors to execute the requisite deed of sale in their favour, which the vendors hereby do.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT

1. That in pursuance to the said agreement and in consideration of the price of Rs 62,00,000/- (Rupees Sixty Two Lakh only) out of which Rs.4,00,000/- (Rupees Four Lakhs only) by way of Cheque bearing No.074753, drawn on NKGSB Bank, Ponda Branch, dated 20/08/2018 and Rs.9,00,000/- (Rupees Nine Lakhs only) by way of Cheque bearing No.074758, drawn on NKGSB Bank, Ponda Branch, dated 10/09/2018 and Rs.9,00,000/- (Rupees Nine Lakhs only) by way of Cheque bearing No.074759, drawn on NKGSB Bank, Ponda Branch, dated 10/09/2018 and Rs.4,00,000/- (Rupees Four Lakhs only) by way of Cheque bearing No.33085028, drawn on Union Bank of India, Ponda Branch, dated 03/09/2018 and Rs.9,00,000/- (Rupees Nine Lakhs only) by way of Cheque bearing No.12019942, drawn on Union Bank of India, Ponda Branch, dated 17/09/2018 and Rs.9,00,000/-(Rupees Nine Lakhs only) by way of Cheque bearing No.33085030, drawn on Union Bank of India, Ponda Branch, dated 24/09/2018, and Rs.8,69,000/- (Rupees Eight Lakhs Sixty-nine thousand only) by way of RTGS bearing No. NKGSH18283002146, through NKGSB Bank, Ponda Branch, dated 10/10/2018 and Rs.8,69,000/- (Rupees Eight Lakhs Sixty-nine thousand only) by way of RTGS bearing No. ,UBINH18284041120 through Union Bank of India, Ponda Branch, dated 10/10/2018 paid by the purchasers to the vendors (the receipt of which sum the vendors do hereby admit and acknowledge and acquit and discharge the purchasers from the same and every part thereof) the vendors as the absolute owner of the said Plot admeasuring 640 sq. mts. along with unoccupied old House structure do hereby grant, convey, transfer, sell, relinquish and assure unto the purchasers ALL THAT plot of land being Plot admeasuring 640 sq. mts.along with unoccupied old House structure more particularly described in

Schedule written hereunder and more clearly shown in red lines on the

plan attached hereto, together with all the structures, yards,

compounds, sewers, fences, trees, passages, commons, gullies,

watercourses, lights, liberties, privileges, rights easements, as also the

rights to the common ways and paths whatsoever to the said plot or any part thereof belonging to or in any way appurtaining or usually held or occupied therewith or reputed to belong thereof and all estates, rights, title, interest, property, claim and demand whatsoever at law and equity of them alongwith all the rights to the licences, permissions, approvals, sanads, plans etc in connection with the said plot and every part thereof TO HAVE AND TO HOLD all the said Plot admeasuring 640 sq. mts. along with unoccupied old House structure and hereditaments hereby conveyed and assured and expressed to be with its appurtenances as also rights and privileges of all permissions, licences, approval, sanad etc. unto and to the use of the purchasers forever subject to the, rates, taxes, assessments, dues and duties, fines and penalties hereafter to become due and/or payable to the Government or local authority or any other public body in respect thereof.

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2. The vendors do hereby covenant with the purchasers that not withstanding any act, deed, matters or things whatsoever done by the vendors or by any person or persons lawfully or equitably claiming from, under or in trust for them, made, done, omitted or executed knowingly or willingly suffered to the contrary the vendors, now have in them good right and absolute powers to grant, transfer, convey and assure the said plot unto and to the purchasers in the manner aforesaid and it shall be lawful to the purchasers from time to time and at all time hereinafter peacefully and quietly to hold, possess, own and enjoy the said plot and the rights to use the plans, approvals, licenses etc. hereby granted with the appurtenances and to receive the rents and profits for his own use and benefit without any lawful eviction, interruption, claim or demand whatsoever by the vendors or from by any other person or persons lawfully or equitably claiming by from, under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever

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discharged or otherwise by the vendors sufficiently saved, defended, kept harmless and indemnified of, from and against all estate, charges and encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned and suffered by the vendors or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them, and further that the vendors and all persons having or lawfully equitably claiming any estate, right title or interest at law or in equity in the said plot hereby granted or any part thereof by, from or under or in trust for him.



The vendors shall and will from time to time and at all times hereafter at the request and cost of the purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds and things, matters and assurances in law whatsoever for better and more perfectly assuring the said plot alongwith the licences, permissions, approvals etc. hereby granted to and unto the use of the purchasers in the manner aforesaid as shall or may be reasonably required.

- 4. AND THE VENDORS do hereby covenant with the purchasers that the vendors have not done, committed or knowingly or willingly suffered or been a party or privy to any act, deed or thing whereby the vendors are prevented from granting and conveying the said Plot admeasuring 640 sq. mts. along with unoccupied old House structure in the manner aforesaid and whereby the same or any part thereof are, is can or may be charges, encumbered or prejudicially effected in estate, title or otherwise whatsoever.
- 5. The vendors further covenant with the purchasers that the said plot hereby sold is free from tenants, mundcars, or any other persons or person having any right or obligation therein and if for any defect in the title of the vendors, the purchasers are deprived of the said Plot

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admeasuring 640 sq. mts. along with unoccupied old House structure or any part thereof then the vendors do hereby undertake to indemnify fully the purchasers.

6. The vendors further declare that their right to the said Plot admeasuring 640 sq. mts.along with unoccupied old House structure hereby sold subsist and the same is free from any encumbrances, charges and liens of any other nature and further give their no objection to transfer the said plot in the name of the purchasers in the mutation entry of survey records of Revenue Queula Village of Ponda taluka. ETRAN OF

SCHEDULE

(Plot hereby sold)

All that Plot admeasuring 640 sq. mts. along with unoccupied old House structure situated in the property known as PREDIO OU TERRENO INCULTO OITEIRAL CONCHECIDO POR NOME AMBLEGAL alias AME GHALA situated at Village Queula alias Kavlem within the limits of village Panchayat of Queula alias Kavlem, Taluka and Sub-district of Ponda, District of North Goa, State of Goa and which property as a whole is registered in the Land Registration Office of Ilhas Goa under number 14171 of Book B-37 New and also inscribed in the said Land Registration Office of Ilhas under Inscription No. 24644 of book G-38 in the name of the original owner Mr. Joao Inacio Gracias and also wholly enrolled in the Matriz records under No. 1122 and is separately surveyed under Survey No.89/1-I of village Queula alias Kavlem and which plot now forming a separate and distinct unit is bounded as under:

By the 8.00 meters wide road East

By the property of Rama B. Kamat Ghanekar

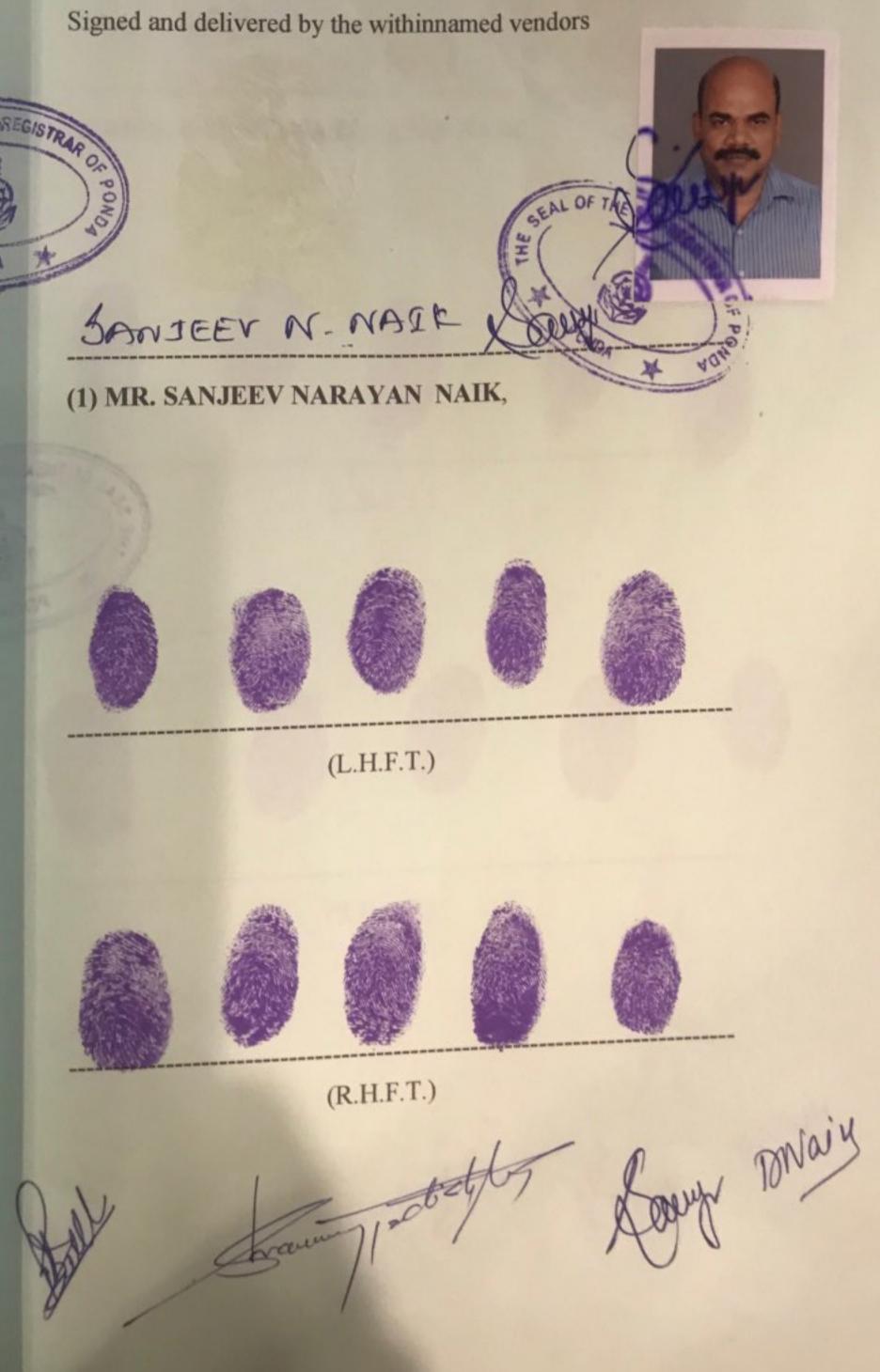
By the plot No. 18 sold to one Madhukar Verlekar and others West North

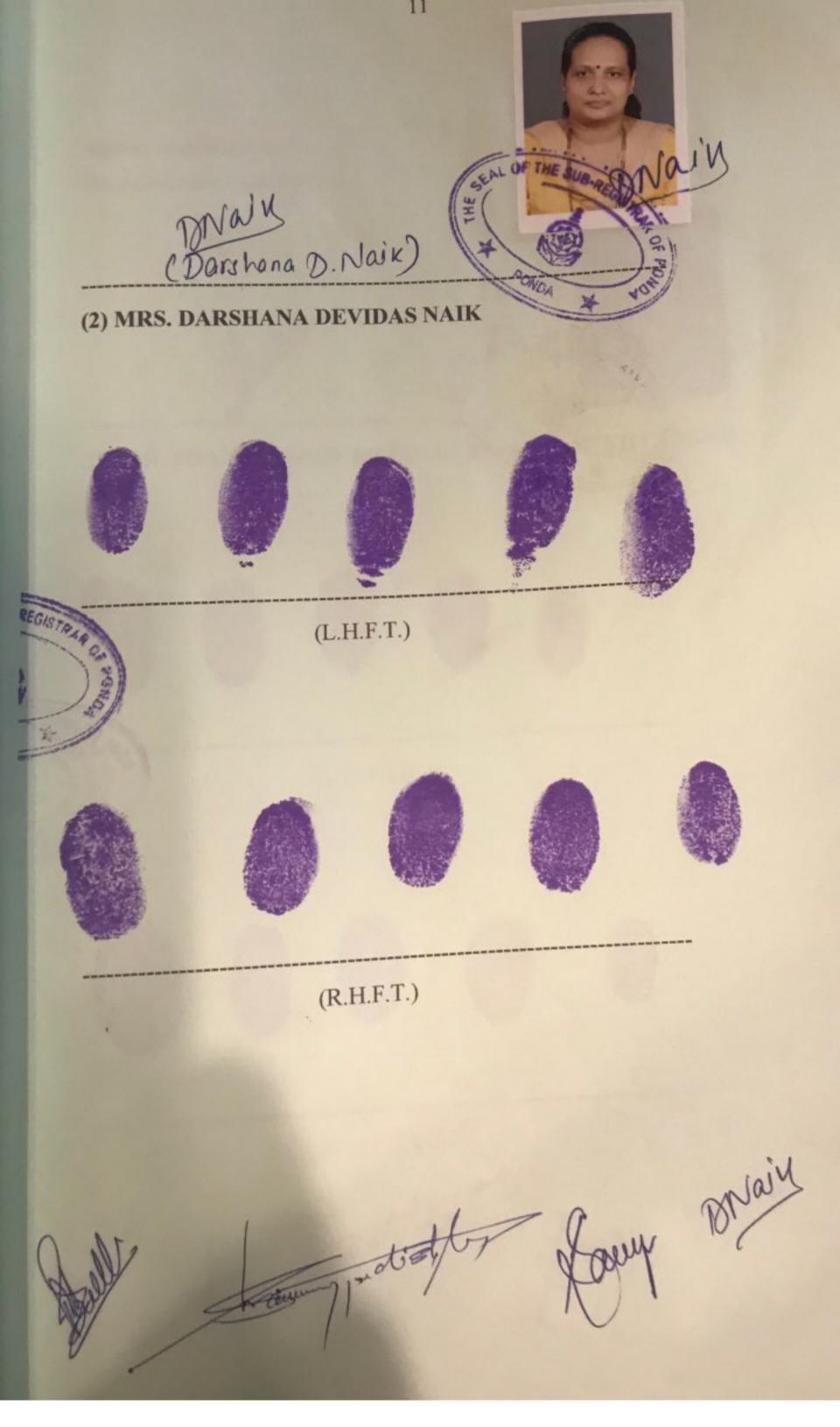
By the plot No. 20 sold to one Deu Bhosle South

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IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day and year first hereinabove written.

Signed and delivered by the withinnamed vendors





Signed, sealed and delivered by the withinnamed purchasers (3) MR. PRATHAMESH BHAGYACHANDR SUKHTANKAR (L.H.F.T.) (R.H.F.T.)