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smc
Sham Mahadev Prabhudesai

DEED OF SALE

[Signature]

[Signature]

smc

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THIS DEED OF SALE made and entered on this Twenty Seventh day of July in the year Two Thousand Twenty Three (27/07/2023) at Ponda Goa, within in Registration Sub District and Taluka Ponda, District of South Goa, State of Goa.

BETWEEN

(1) **MR ANAND INDRAJEET SINGH GAIKWAD**, S/o Indrajeet Singh Gaikwad, age 39 years, married, business, Indian National, holding Pan Card No. _____ and Adhar Card No. _____,

and his wife,

(2) **MRS ASHRAFI ANAND GAIKWAD**, D/o Dilkhush Shet, age 32 years, married, housewife, Indian National, holding Pan No. _____ and Aadhaar No. _____, both R/o H. No. 258/2, Near Syndicate Bank, Kankimol, Dhavli, Ponda Goa, hereinafter referred to as the **"VENDORS"** (which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors, administrators, and assigns) **OF THE ONE PART.**

AND

(3) **MR SHAM MAHADEV PRABHUDESSAI**, S/o. Mahadev Prabhudessai, age 64 yrs, married, business, Indian National, holding pan no. _____, Aadhar No. _____, R/o H. No. 243/2, Shivam, Maingal, Tarvale, Shiroda,, Ponda Goa, hereinafter referred to as the **"PURCHASER"** (which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors, administrators, and assigns) **OF THE SECOND PART.**



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WHEREAS there exists a property known as 'BELLOMBEM BATTA' of coconut and Jackfruit tree cultivation, which being 1/15 of the one fourth of the entire property forms a separate unit, situated at Borim Taluka Ponda Sub-District of Ponda, District of North Goa, which property is described in the Land Registration Office of Sub-District of Ilhas under no. 11560 of Book B-30 new and registered in the Taluka Revenue Office under no. 547 and surveyed under new survey no. 103/7(part) of village Borim Taluka Ponda and admeasuring 1640 sq. mts and hereinafter referred to as the **'SAID PROPERTY'**.

AND WHEREAS the said property was originally owned by Sripad Vasudev Sinai Borkar and in terms of Deed of gift dated 1/11/1971 said Sripad Borkar and his wife Janakibai Borkar gifted the said property to their son Shri Pradeep Sripad Sinai Borkar and which gift deed was registered before Ponda and bearing registration no. 337 of Book-I volume 16 at pages 199 to 202 dated 3/11/1971.

AND WHEREAS in terms of Deed of Sale dated 13/7/2015 and registered before sub registrar Ponda and bearing serial no. 1707/15 dated 22/7/2015 said Shri Pradip Sripad Sinai Borkar and his wife Smt Shaila Pradip Sinai Borkar sold and conveyed to Shri Sadanand Naik one of the smaller plot being plot no. C admeasuring 465 sq. mts. and forming part of the said property.

AND WHEREAS vide Deed of Sale dated 29/07/2015 and registered before Sub Registrar Ponda and bearing Registration No. 2049/15 at pages 1 to 30 of Book No. I Volume No. 2919 dated 04/09/2015, said Shri Sadanand Naik and his wife, Smt Kundan Sadanand Naik sold and



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conveyed said Plot C admeasuring 465 sq. mts to Mr Anandsingh Indrajeetsingh Gaikwad, Vendor No.1 herein.

AND WHEREAS after the purchase of said Plot, said Vendor No.1 has got his name recorded in the Occupants Column of the Survey Records bearing Survey No. 103/7 of village Borim, Taluka Ponda.

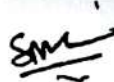
AND WHEREAS Vendor No. 2 is the wife of Vendor No.1 and hence is Co-Owner of the said Plot as per Law of Communion of assets as is applicable in the state of Goa.

AND WHEREAS pursuant to an agreement between the parties hereto, the vendors have agreed to sell and purchaser has agreed to purchase from the vendors said smaller plot being Plot no. C admeasuring 465 sq. mts. forming part of the said property which plot is more particularly described in Schedule written herein below and bearing survey No. 103/7 of village Borim, Taluka Ponda and which plot is hereinafter referred to as the '**SAID PLOT**' at/for a total price/consideration of Rs. 30,00,000/- (Rupees Thirty lakhs only) being its fair market value.

AND WHEREAS the vendor No. 2 is the legally wedded wife and hence has been made as Co-vendor as per the Law of Communion of Assets as is applicable in the state of Goa.

AND WHEREAS Purchaser has requested the Vendors to execute the requisite Deed of Sale in his favour, which the Vendors hereby do.






CERTIFIED TRUE COPY**NOW THEREFORE THIS DEED WITNESSETH AS UNDER :**

1. THAT in pursuance of the said agreement and in consideration of the price of Rs. 30,00,000/- (Rupees Thirty lakhs only) paid by the purchaser to the Vendors vide cheque bearing no. 306433, dated 27/07/2023 drawn on State Bank of India, Curti Branch (the Receipt and payment whereof the vendors do hereby admit and acknowledge and acquit and discharge the purchaser from the same every part thereof), the Vendors do hereby, as absolute owner thereof grant, convey, sell, transfer relinquish and assure unto the purchaser, all that said plot no. C admeasuring 465 sq. mts. and surveyed under no. 103/7 of village Borim, Taluka Ponda, and more particularly described in the schedule, written hereunder and more clearly shown in red lines on the plan attached hereto, forming part of present sale Deed alongwith all the yards, compounds, sewers, fences, commons, trees, gullies, water courses, hedges, buildings, structures, ditches ways, waters watercourses, light, liberties, path passage, casements, privileges and appurtenances whatsoever to the said plot or any part thereof belonging to or in any way appertaining or usually held, or occupied therewith or reputed to belong thereof AND ALL the estates, rights, title, interest, property, claim and demand whatsoever at law and equity of them in connection with the plots sold and every part thereof TO HAVE AND TO HOLD all the said plot and hereditaments hereby conveyed and assured and expressed to be with its appurtenances. Unto and to the use of Purchaser forever subject to the payment of all rents, rates, penalties hereafter to become due and/or payable to the Government or local authority or any other public body in respect thereof.



[Handwritten signatures]

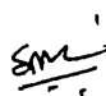
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2. The vendors do hereby covenant with the purchaser that not withstanding any act, deed, matters or things whatsoever done by the vendors or by any person or persons lawfully or equitably claiming from, under or in trust for them, made, done, omitted or executed knowingly or willingly suffered to the contrary the vendors, now have in him good right and absolute powers to grant, transfer, convey and assure the said plot unto and to the use of purchaser in the manner aforesaid and it shall be lawful to the purchaser from time to time and at all time hereinafter peacefully and quietly to hold, possess, own and enjoy the said strip hereby granted 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 or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendors sufficiently saved, defended, kept harmless and indemnified of, from and against all estates, occasioned and suffered by the vendors or by any other person or persons on their behalf.

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

4. AND THE VENDORS do hereby covenant with the purchaser that the vendors have not done, committed,



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omitted or knowingly or willingly suffered or been a party or privy to any act, deed or things whereby the vendors is prevented from granting and conveying the said plot in the manner aforesaid and where by the same or any part thereof are, is, can or may be charged, encumbered or prejudicially effected in estate, title or otherwise whatsoever.

5. The vendors further covenant with the purchaser that the said plot hereby sold is free from tenants, mundcars, or any other person or persons having right or obligation therein and if for any defect in the title of the vendors, the purchaser is deprived of the said plot or any part thereof then the vendors do hereby undertake to indemnify fully the purchaser towards the pecuniary damages suffered.

6. The vendors further declare that the right to the said plot and structures 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 strip in the name of the purchaser in the mutation entry of survey records.

7. The Vendors covenant with the Purchaser that they have not sold, transferred or alienated or entered into any agreement with any other persons for sale or our transfer of the plot of land hereby sold and transferred to the purchaser.

8. The purchaser do hereby covenant with the vendors as under:

a) That the present sale is executed in his favour with a clear understanding that the said plot is sold on as is where






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is bases and further that the sub-division of the said plot is not yet approved.

b) That the vendor is not bound to get the sub division of the said plot approved from any authority.

c) That he has verified the title of the vendors pertaining to the said land and that he/she is satisfied that the same is clean, clear and readily marketable.

d) That any dispute pertaining to the present sale and/or the said plot shall lie within the jurisdiction of Ponda Court.

e) That in case the cheque issued by the purchaser towards the consideration gets dishonored, the Deed of Sale shall be automatically become null and void and shall stand cancelled.

9. The Vendors have No objection for mutation and purchaser is entitled to record his name in the occupants column of survey records bearing survey nos. 103/7 of village Borim, Taluka Ponda.

The vendors have obtained a Objection Certificate form the Office of the Town and Country Planning Department, Ponda Goa for registration of Deed of Sale of said Plot C admeasuring 465 sq. mts. vide No. TPP/3072/49(6)/Borim/103/7/2023/1635 dated 11/07/2023.



CERTIFIED TRUE COPY**SCHEDULE**

(Plot hereby sold)

ALL THAT Plot of land being **Plot No. C** admeasuring **465 sq. mts.** forming part of the larger property known as 'BELLOMBEM BATTA' of coconut and Jackfruit tree cultivation, which being 1/15 of the one fourth of the entire property forms a separate unit, situated at Borim Taluka Ponda Sub-District of Ponda, District of North Goa, which property is described in the Land Registration Office of Sub-District of Ilhas under no. 11560 of Book B-30 new and registered in the Taluka Revenue Office under no. 547 and surveyed under new survey no. 103/7 of village Borim Taluka Ponda and admeasuring 1640 sq. mts. and which property is bounded as under:

East: by the property under the same designation belonging to Sacu and other Bailadeirs,

West: by the limit which separates the yard of the Devalaya of Shree Navadurga of Borim,

North; by lane ,

South : by the property Bellombem belonging to VencTexa Vitola Porobo.

The said Plot is bounded as under:

East: by property bearing survey no. 103/5

West: by plot no. A of the same property.

North; partly by road and partly by plot no. D.

South: by property bearing survey no. 103/8.

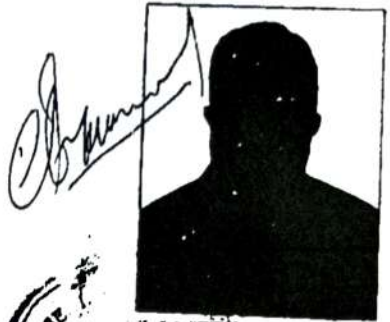
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signature on the day, month, year and place first hereinabove mentioned.



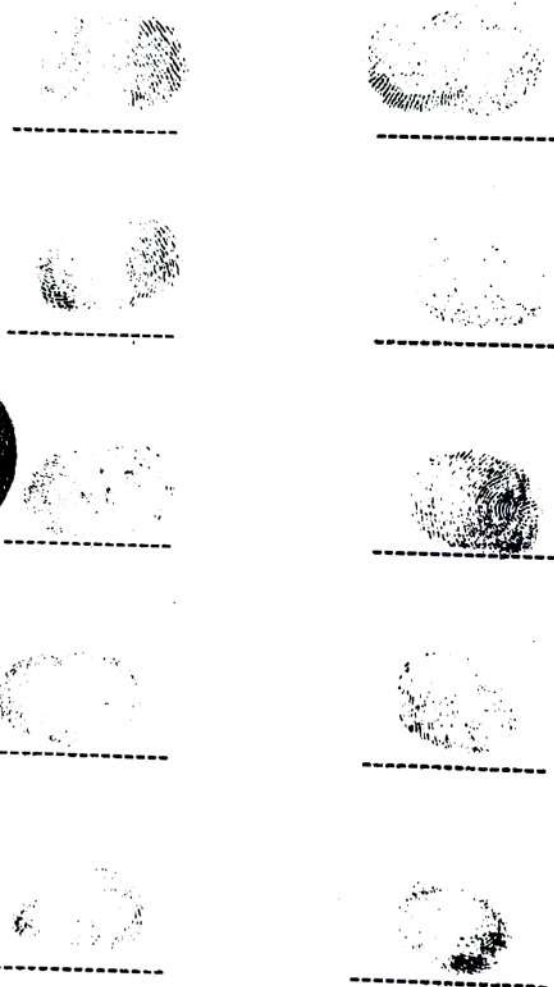



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Signed, Sealed and Delivered
by the within named **'VENDORS'**



1. 
(MR ANAND INDRAJEET SINGH GAWAD)
L. H. F. P. R. H. F. P.



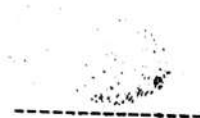
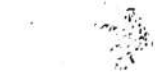
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2.

(MRS ASHRAFI ANAND GAIKWAD)

L. H. F. P

R. H. F. P.



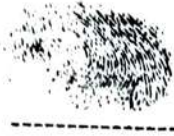
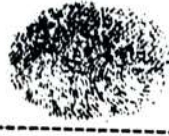
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Signed, sealed and delivered

By the within named **'PURCHASER'**3. SMC
(MR SHAM MAHADEV PRABHUDESSAI)

L. H. F. P

R. H. F. P.



In presence of:

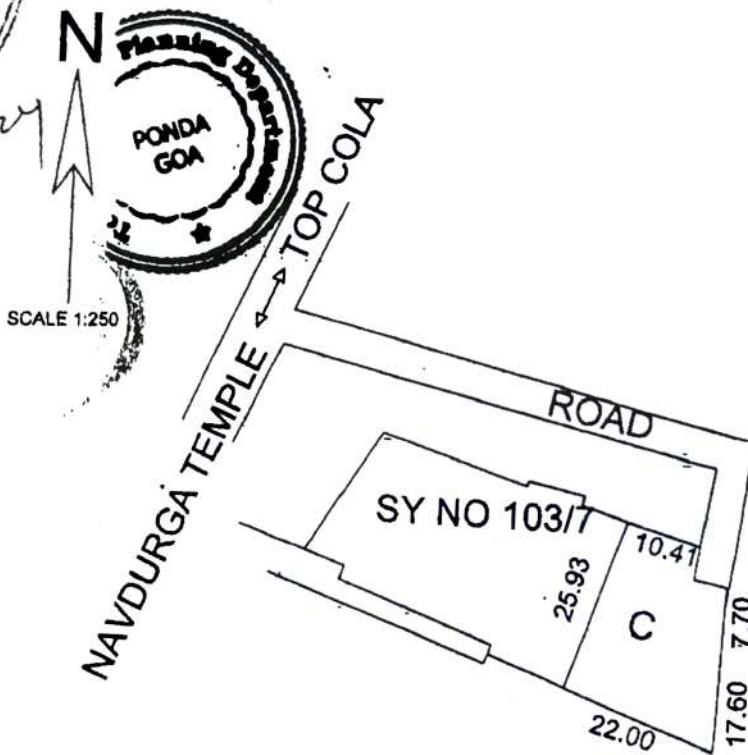
1 Adv Satish S S Pilgaonkar R/G Ponda Goa

2 Adv Varishan V. Kaitik R/G Ponda Goa

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PLAN
SHOWING THE AREA OF THE PLOT C IN SURVEY
NO 103/7 OF VILLAGE BORIM OF PONDA TALUKA



AREA OF PLOT C = 465.00M²

[Signature]

[Signature]

[Signature]

**CERTIFIED TRUE COPY****Government of Goa****Document Registration Summary 2**

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

Print Date & Time : - 31-Jul-2023 11:52:29 am

Document Serial Number : 2023-PON-1264

Presented at 11:36:23 am on 31-Jul-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Ponda along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	90000
2	Registration Fee	90000
3	Mutation Fees	1500
4	Processing Fee	2080
Total		183560

Stamp Duty Required : 90000/-

Stamp Duty Paid : 90000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Sham Mahadev Prabhudessai, Father Name: Mahadev Prabhudessai, Age: 64, Marital Status: Married, Gender: Male, Occupation: Business, Address1 - Tarvale Shrioda Ponda Goa, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anand Indrajeet Singh Gaikwad, Father Name: Indrajeet Singh Gaikwad, Age: 39, Marital Status: Married, Gender: Male, Occupation: Business, Kankimol Dhavli Ponda Goa, PAN No.:			
2	Ashrafi Anand Gaikwad, Father Name: Dilkhush Shet, Age: 32, Marital Status: Married, Gender: Female, Occupation: Housewife, Kankimol Dhavli Ponda Goa, PAN No.:			
3	Sham Mahadev Prabhudessai, Father Name: Mahadev Prabhudessai, Age: 64, Marital Status: Married, Gender: Male, Occupation: Business, Tarvale Shrioda Ponda Goa, PAN No.:			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Manasi Vishant Kamat, Age: 22, DOB: , Mobile: 7030874143 Email: , Occupation: Advocate, Marital status: Unmarried, Address: 403401, Ponda. Ponda. South Goa. Goa			

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NCDRS : National Generic Document Registration System

Party Name and Address	Photo	Thumb	Signature
Name: Vaibhav V Naik, Age: 32, DOB: 1991-03-30, Mobile: 7030874143, Email: , Occupation: Advocate, Marital status: Married, Address: 403401, Ponda, Ponda, South Goa, Goa			


Sub Registrar

SUB-REGISTRAR
PONDA

Document Serial Number :- 2023-PON-1264



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document Serial No:-2023-PON-1264

Book :- 1 Document

Registration Number :- **PON-1-1212-2023**

Date : 31-Jul-2023


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

SUB-REGISTRAR
PONDA

**CERTIFIED TO BE TRUE COPY
OF THE ORIGINAL**


ADV. R. S. NAIK
NOTARY PONDA
STATE OF GOA
-INDIA -

Place: Ponda-Goa

Date: 16/1/24 Reg. No. 180/24

