

*K. G. ...*  
Officer / Manager

NKGSB Co-Operative Bank Ltd  
(Multi State Scheduled Bank)  
Ponda Branch, Royal House  
Kazirada, Ponda-Goa-403 401

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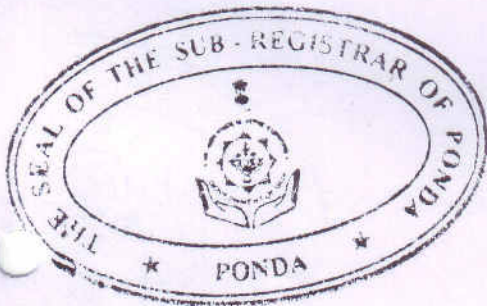
Serial No. 373/17  
Presented at the Office of the  
Sub-Registrar of Ponda  
between the hours of 10:40  
and 10:50 on 03/03/2017

Received fees for Rs \_\_\_\_\_ N. P.  
Registration 308700-00  
Copying (Folios) 50 225-00  
Copying Endorsements 10-00  
Postage \_\_\_\_\_  
Total Rs. 308935-00.

→ Mulla A Golal Ray Muzanwar  
(Signature)

(Signature)  
SUB-REGISTRAR  
PONDA

(Signature)  
SUB-REGISTRAR  
PONDA



**DEED OF SALE**

This DEED OF SALE is made and entered here at Ponda, Goa, this 3<sup>rd</sup> day of March, 2017.

(Signature)      Sudhanu Prabhu      (Signature)

**BETWEEN**

**M/s. PRABHAT REAL ESTATES**, a duly registered Partnership Firm (PAN No. AAFFP5122A), having its Office at Ponda, Goa, by the hands of its Partners, **(1) SHRI. GURPUR VARADRAYA PRABHU**, S/o. Gurpur Damodar Prabhu, 74 years of age, married, occupation business, R/o. Jayceenagar, Curti, Ponda – Goa, holding PAN No. ADQPP5601B, & Adhar Card No. 263109027180 and **(2) SMT. SUDHA V. PRABHU**, daughter of Shri. K. Devappa Kini, wife of Shri. G. V. Prabhu, 67 years of age, occupation business, resident of Ponda – Goa, holding PAN No. AMDPP7362H and Adhar Card No. 929767012651 hereinafter called the **“VENDORS”** (Which expression shall, unless repugnant to the context or meaning thereof, include its heirs, legal representatives, executors, administrators, successors and assigns) of the **ONE PART**.

**AND**

**M/S. HUM ASSOCIATES**, a duly registered partnership firm having its office at Nagamasjid, Ponda – Goa holding Pan No. AAFFH1935M by the hands of its Partner Shri. Mulla Abdul Rauf Muzawar, 45 years of age, S/o. Mulla Abdul Gaffar Muzawar, married, occupation business, resident of H. No. 50/1, Nagamasjid, Ponda – Goa holding Pan No. ACVPM1893L and Adhar Card No. 259130740524, for self and as duly constituted Attorney of other Partners (1) Shri. Mullam Abdul Munaf Muzawar, 54 years of age, S/o. Shri. Mulla Abdul Gaffar Muzawar, married, occupation business, resident of H. No. 50, Nagamasjid, Ponda – Goa having PAN No. ASZPM9457A and Adhar Card No. 744111894914 & (2) Shri Mullam Usman Muzawar, 48 years of Age, S/o. Shri. Mulla Abdul Gaffar Muzawar, married, occupation business,



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resident of H. No. 50/3, Nagamasjid, Ponda – Goa, holding PAN No. AQXPM0574A and Adhar Card No. 775662122491, appointed in terms of a POWER OF ATTORNEY dtd. 17/08/2012, duly registered before Notary Public Ad. G. V. Khandeparkar under Registration No. 4491/2012, hereinafter called the “PURCHASERS” (Which expression shall, unless repugnant to the context or meaning thereof, include its heirs, legal representatives, executors, administrators, successors and assigns) of the **OTHER PART**.

All are Indian Nationals

**AND WHEREAS** one Smt. Nabubai Visvonat Catcarina alias Naby Vissu Catcarina also known as Nabubai Visvonath Katkar or Bablibai Shapurji Sorabji, Since deceased, was entitled during his lifetime to various pieces of land in Goa inclusive of (the land known as Ducollem and also as Addy Ducollem, situated at Curti in Ponda Taluka, within the limits of the Gram- Panchayat of Curti-Khandepar, Taluka and registration Sub-District of Ponda, District of Goa, Goa State bearing registration No. 12415 at page 192 reverse of Book B 32 New of the Land Registration Office, Panaji, and Matriz Nos. 28, 29, 33 to 46 and 48 and new Survey Nos. 61,62,63,64,65 and 136 and bounded on the East by a hill and the limits of Village Bethora, on the West by a hill and the land of Comunidade of Curti, on the North by the land Volvichem Mol of Shrinivas Porobo Sinkre and on the South by the Limits of village Bethora and the Property of Mahadeo Narayan Vaidya.

**AND WHEREAS** in terms of an indenture, dated 21st February 1954 and recorded at page 24 V onwards of Book No. 467 of



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Notes of the then Notary Public at Panaji Shri. Joaquim Joao Aleixo do Rosario Santarita Colaco, the said Nabubai gifted to her nephews Narendra Ananta Katkar and Ramakant Ananta Katkar the said various pieces of land inclusive of the said land Ducoliem.

**AND WHEREAS** the said Narendra expired leaving behind his widow Smt. Madhavi Katkar alias Madhavi Ranjit Dessai and daughters Meera, Yeshudhara and Geetanjali.

**AND WHEREAS** consequently the said Ramakant and his wife Sulochana on the one hand and the said Madhavi and her daughters Meera, Yeshudhara and Geetanjali on the other became entitled to the said pieces of land.

**AND WHEREAS** in terms of the order, dated 5<sup>th</sup> July, 1979, passed in the Inventario proceedings adopted in the Court of the Civil Judge, Senior Division, at Panaji, for partitioning the assets and estate left behind by the said Narendra, the said Madhavi was appointed a guardian for her said minor daughter Geetanjali and authorised to partition the right, title and interest of the said Geetanjali in the said various pieces of land.

**AND WHEREAS** in terms of another order, dated 22<sup>nd</sup> January, 1980 passed in the said proceedings, the said Court authorised the said Madhavi to sell the share of the said minor Geetanjali in the said various pieces of Land.

**AND WHEREAS** in terms of a PARTITION DEED dated 10th March, 1980, registered in the records of the Sub Registrar

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Panaji under Serial No. 231 of 1980 on 22/04/1980 the said Ramakant and Sulochana on the one hand and the said Madhavi and her said three daughters and the husbands of Meera and Yeshudhara viz. Shri Dilip Tarlekar and Shri Ulhas Bhonsle respectively on the other partitioned the said various pieces of the land interse.

**AND WHEREAS** Shri Ranjit Ramachandra Dessai, who the said Madhavi married after the demise of the said Narendra, had acted as a CONFIRMING PARTY in the said partition deed and confirmed the partition affected in terms thereof.

**AND WHEREAS** in terms of the said partition deed, the said land Ducoliam was allotted to the said Madhavi and her said three daughters and two sons-in-law exclusively and absolutely.

**AND WHEREAS** in terms of various conveyances, one of them being conveyances dated July 17th, 1980, the said Madhavi, her said three daughters and two sons-in-law sold, assigned and conveyed to the said M/s Prabhat Real Estates one plot in the said land, Ducoliam, admeasuring 54354 sq. mtrs or thereabouts being plot "B" bearing survey no. 61 (Part) and bounded on the East by the portion of the said land Ducoliam, sold by the said Madhavi and others to one Mr. Namu Babani Gaudo, on the West by the land bearing survey no. 68, on the North by portion of the said land Ducoliam being plot C bearing survey no. 61 (part) and on the South by portion of the remaining land Ducoliam being Plot "A" bearing survey no. 65 (Part) **AND WHEREAS** the said conveyance has been recorded under No. 199 at pages 63 to 70 of Book No. 1, Vol 62 of the Office of the Sub-Registrar, Ponda.



*[Signature]*

Sudhakar V. Prabhu

*[Signature]*

**AND WHEREAS** in terms of, yet another conveyance, dated 17th July 1980 and registered under no. 201 at pages 78 to 86 of Book No. 1, Vol. 62 of the Office of the Sub-Registrar, Ponda, the said Madhavi and her said daughters and sons-in-law sold, assigned and transferred in favour of the said **M/s Prabhat Real Estates** another plot in the said land Ducoliem admeasuring 55000 sq. mts., being **Plot "C"**, bearing survey No. 61(Part) and bounded on the East by the land bearing survey no. 60; On the West by portion of the land Ducoliem being Plot "B" bearing survey no. 61(part) ; on the North by the land bearing survey Nos 68, 76 and 75 and on the South partly by a stream and the said portion of the land Ducoliem bearing survey no. 61(part) sold to the said Namu Babani Gaudo.

**AND WHEREAS** in all the said conveyances the said Ranjit Ramachandra Dessai has acted as CONFIRMING PARTY and confirmed all the said sales in favour of the said **M/s. PRABHAT REAL ESTATES**.

**AND WHEREAS** on the date of the said conveyance the said **M/s. PRABHAT REAL ESTATES** comprised Shri Gurbur Varadraya Prabhu and Shri Kumble Sudhakar Bhaktha as partners in terms of a Deed of Partnership, dated 14.06.1980.

**AND WHEREAS** subsequently in terms of a Deed of Dissolution, dated March 31st, 1981, the said Kumble Sudhakar Bhaktha retired from the said partnership firm M/s. Prabhat Real Estates surrendering all his rights, title and interest in the said firm as



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also its assets and properties in favour of the continuing partner Shri Gurbur Varadraya Prabhu.

**AND WHEREAS** in terms of a deed of Partnership, dated 15th June 1981, the said Shri Gurbur Varadraya Prabhu and his brother Shri G. G. Prabhu formed and constituted a Partnership Firm in the name and style of **M/s. PRABHAT REAL ESTATES** viz. the "**VENDORS**" herein, with a view to dealing in real estate, developing urban and rural land for housing, industrial activity and agricultural purposes etc. with its Office at Jaycee Nagar, Ponda - Goa, from 1st April 1981.

**AND WHEREAS** the "**VENDORS**" have subdivided, portion of their said land converted into smaller plots and having obtained valid No Objection Certificates from the respective competent authorities like Town & Country Planning Department & Village Panchayat Curti-Khandepar, have developed the area into a residential colony, under name and style "**PRABHU NAGAR**".

**AND WHEREAS** by a **DEED OF RECONSTITUTION OF PARTNERSHIP**, dated 15/03/2000, the said G.G. Prabhu, representing as the Karta of his HUF, retired from the said partnership Firm **M/s. PRABHAT REAL ESTATES** on 31/03/2000 and in the same deed Shri. Krishna V. Prabhu and Smt. Sudha V. Prabhu were admitted as the new partners as on 15/03/2000 and the said "**VENDORS**" **M/s. PRABHAT REAL ESTATES** herein, own, enjoy and are possessed of and otherwise well and sufficiently entitled to all the said plots in the said land Ducoliem as absolute owners thereof.



A handwritten signature in black ink, appearing to be "Krishna V. Prabhu".

Sudha V. Prabhu

A handwritten signature in black ink, appearing to be "Sudha V. Prabhu".

**AND WHEREAS** by another **DEED OF RECONSTITUTION OF PARTNERSHIP** dtd.15<sup>th</sup> April 2012, the said **MR. KRISHNA V. PRABHU**, retired from the said Partnership Firm & the **VENDOR NO. 1, SHRI. GURUPUR VARADRAYA PRABHU & VENDOR NO. 2, SMT. SUDHA V. PRABHU**, have agreed to carry on and continue the business of the "**VENDORS**" Firm **M/S. PRABHAT REAL ESTATES**, as present partners and consequently, the "**VENDORS**" **M/S. PRABHAT REAL ESTATES** herein own and are seized and possessed of & otherwise well and sufficiently entitled to all the said plots in the said land Ducolem as absolute owners thereof.

**AND WHEREAS** the "**VENDORS**", subsequently have also got the said land duly converted from agricultural to nonagricultural purposes through various sanads, one of them being, issued by the Office of the Collector North Goa District, Panaji, Vide No. RB/CNV/PON/1/2004 dtd.15<sup>th</sup> April 2004 for an area of 10907 sq.mts. in part of Survey No.61/1 (61/0).

**AND WHEREAS** the "**VENDORS**" have obtained the final NOC for the Sub-Division of plots bearing No. 200 to 219 (20 plots) in the said converted area, vide final NOC issued by Town & Country Planning Department Vide No. TCP/Sub-Div/Curti/61/1/04/432 dtd.07/05/2004 & Village Panchayat Curti-Khandepar Final NOC No.43/VPCC/04-05/263 dtd.07/06/2004.

**AND WHEREAS** the "**VENDORS**" have amalgamated 11 of the above sub-divided plots, being plot No. 200 to 204 and 214 to 219, totalling 3927.50 sq. mtr. and have obtained the



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construction licence for construction of 6 Duplex Bungalows A, B, C, D, E, F in the part of the said amalgamated plots, vide town & Country planning permission No. TPP/CONS/CURTI/61/10/818 dated 30/06/2010 & construction Licence No. 12/2010-2011 dated 27/08/2010 issued by the Village Panchayat, Curti - Khandepar.

**AND WHEREAS** the **VENDORS** have completed Construction of 3 Duplex Bungalows Block A, B & C & after complying with all the necessary formalities & obtaining necessary approvals have obtained Occupancy Certificates issued from the village Panchayat Curti-Khandepar for occupying the Duplex Bungalows Block A, B & C comprising of 6 Duplex Bungalows A-1, A-2, B-1, B-2, C-1 & C-2.

**AND WHEREAS** the **VENDORS** subsequently vide various Deed of Sale sold all the 6 Duplex Bungalow A/1, A/2, B/1, B/2, C/1 & C/2 in the said Block A, B, C to various customers.

**AND WHEREAS** the area occupied by the construction of Duplex Bungalows Block A, B & C is 1137.00 sq.mts. & the balance unutilized area and available for construction in the said amalgated plot area of 3927.50 sq.mts. is 2790.50 sq.mts., which is the subject area in this Deed of Sale, more clearly shown in the plan 'A' annexed the hereto, marked & delineated in red outlines.

**AND WHEREAS** the **VENDORS** are desirous of exchanging /selling the above mentioned entire 2790.50 sq.mts. of area available for construction out of the said amalgamated area to any prospective **PURCHASERS**, alongwith the existing construction licence & the necessary Licence to be obtained for construction of Residential /





Sadhav. P. Patil



Residential cum commercial Buildings which is already applied for with the Town and Country Planning Department and awaiting for their approval and clearance.

**AND WHEREAS** the subject plot / area of land is part of the property situated in "Prabhu Nagar" Curti, Ponda – Goa in survey No. 61/1 (61/0) as aforesaid.

**AND WHEREAS** the "**PURCHASERS**" herein are Builders by profession and owners in possession of a plot of land in "Prabhu Nagar", being plot no. 188, admeasuring 3444.00 sq.mts. bearing Survey No. 65/1 (Part) and presently recorded as 65/0 (Part), acquired from M/S.Prabhat Real Estates vide a conveyance dated 14/11/2008, duly registered under no. 2306 at pages 110 to 130 of Book no.7, volume 1365 dated 20/11/2008.

**AND WHEREAS** the said **VENDORS** got the said land converted into non-agricultural use vide sanad no. 6/10/89 – CPNV/16 dated 03/01/1990 and had obtained the approval for the sub division of the said plot vide final NOC issued by the village panchayat Curti, Khandepar, vide NOC No. 43/VPCC/2000-01/1236 dtd. 28/11/2000 for plots no. 183 to 188 and 190 to 199 (Total 16 plots).

The Said plot is more particularly described in the **SCHEDULE II**, hereunder written and clearly shown in the plan 'B' marked and delineated in red outlines.

**AND WHEREAS** the **PURCHASERS** obtained valid construction licence no. 28/2009-2010 dated 22/07/2009 from village Panchayat, Curti-Khandepar & have constructed Building 'A' & have obtained valid



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occupancy certificate from the village Panchayat Curti – Khandepar vide no. 8/VPCC/2012-13/447 dated 12/07/2012 for occupying the flats

UG-1, UG-2, F-1, F-2, S -1, S -2, T – 1 & T-2

UG-7, UG-8, F-7, F-8, S -7, S -8, T-7 & T -8

**AND WHEREAS** the **PURCHASERS** have obtained the licence for the revised plan of Building 'B' for the construction of 5 Row –Houses, & one society room vide Licence No. 17/2013-2014 dated 16/09/2013, issued by the village Panchayat, Curti-Khandepar.

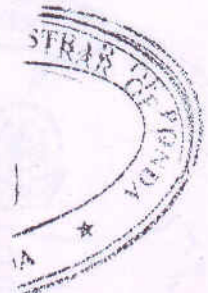
**AND WHEREAS** the construction of the said Revised Building 'B' was completed by the **PURCHASERS** & they have obtained the valid Occupancy Certificate from village Panchayat Curti-Khandepar vide no. 08/VPCC/2016-17/179 dated 29/04/2016 for occupying 5 Row – Houses in the Revised Building B, being RH-1, RH-2, RH-3, RH -4, RH-5 each admeasuring 135.18 sq.mts. Built up area (150.00 sq.mts. Super builtup area)and each Bungalow comprising of ground & first floor, car porch on the ground floor & open Terrace on the first floor and one common society room admeasuring 100.00 sq.mts built up area.

**AND WHEREAS** the **PURCHASERS** are desirous of buying above referred plot, admeasuring 2790.50 sq.mts. from the **VENDORS** and have offered the consideration amount in kind as mentioned in the following paras, which the **VENDORS** have agreed.

- 1) 2 Double BHK Flats T-7 & T-8 in Building 'A' each admeasuring about 77.00 sq.mts. Built up area (about 93.50 sq.mts. Super Built up area), situated on the 3<sup>rd</sup> floor along with 2 designated car parkings on stilts, valued at Rs.28,70,000/- (Rupees Twenty



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Eight Lakhs Seventy Thousand Only), being the same, its fair market value.

- 2) 2 nos. Row houses being RH-2 & RH -3 each admeasuring 135.18 sq.mts. built up area (150.00 sq. mts. Super Built up area) constructed in the revised building 'B', valued at Rs.59,50,000/- (Rupees Fifty Nine Lakhs Fifty Thousand Only), being the same, its fair market value.

Total Value being Rs. 88,20,000/- (Rs Eighty Eight Lakhs Twenty Thousand Only)

**AND WHEREAS** both the parties hereto have desired to put the above understanding in writing, have agreed to execute the present "DEED OF SALE".

**NOW THEREFORE THIS INDENTURE WITNESSETH AS UNDER.**

That in pursuance of the said agreement and in consideration of the said amount paid by the Purchaser in the following manner.

1. (a) 2 nos. Double B.H.K. flats T-7 & T-8, on 3<sup>rd</sup> floor of Building 'A', each admeasuring about 77.00 sq.mts built up area (about 93.50 sq.mts., super built up area) along with respective designated stilt parking on the lower ground floor, and undivided proportionate share of land on which the said building 'A' is constructed valued at Rs.28,70,000/- (Rupees Twenty Eight Lakhs Seventy Thousand Only), being the same, its fair market value.
- (c) 2 nos Row houses R.H. -2 & R.H. - 3, each admeasuring about 135.18 sq.mts. Built up area (about 150.00 sq.mts. super built





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up area) or thereabouts, constructed in the Revised Building 'B', along with the undivided proportionate share of land on which the said Revised Building 'B' is constructed, valued at Rs.59,50,000/- (Rupees Fifty Nine Lakhs Fifty Thousand Only), being the same, its fair market value and also along with the proportionate right in the club House, community Hall & other amenities provided in the entire colony.

All the above said 2 flats T-7 & T-8 & Row Houses R.H-2 & R.H-3, are described in the Schedule III & IV, hereunder written and as per plans annexed hereto marked & delineated in Red outlines in the plans annexed hereto, as Annexure 'C' & 'D'.

- (d) The receipt and possession of Flats and Row Houses whereof as described hereinabove, the **VENDORS** do hereby admit and acknowledge and of and from the same every part thereof do hereby forever acquit, release and discharge the **PURCHASERS**. The **VENDORS** do hereby grant, convey, transfer, assign and assure the said plot of land admeasuring 2970.50 sq.mts or thereabouts forming part of the amalgamated plots 201 to 204 & 214 to 219, admeasuring 3927.50 sq.mts, & forming part of the larger property known as 'DUCOLIEM' also as "ADDY DUCOLIEM" and presently as "PRABHU NAGAR", bearing Survey No. 61/1 & presently recorded as 61/0, more particularly described in **SCHEDULE I**, hereunder written, marked & delineated in red colour outline, in the plan annexed hereto marked as **Annexure 'A'**, together with all sever, trees, drains, ways, paths, passages, commons, gullies, waters, water courses,



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rights, liberties, easements, advantages and appurtenances whatsoever to the said plot of land belonging to or in anywise appertaining or usually held or occupied herewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand, whatsoever of the **VENDORS** into and upon the said plot and every part thereof hereby granted and conveyed or expressed as to be **UNTO AND TO THE USE OF THE PURCHASERS** forever as a distinct and separate entity, disannexed from the Vendors remaining land, **SUBJECT HOWEVER** to payment of all taxes, rates, assessments, dues and duties hereafter to become due and payable to the Government or any other local or public body in respect thereof.

2. **THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS** that notwithstanding any act, deed or thing by the **VENDORS** or executed or knowingly suffered to the contrary they the **VENDORS** now have in themselves good right, full power and absolute authority to grant the said Plot hereby granted and conveyed or expressed so to be **UNTO AND TO THE USE OF THE PURCHASERS** in the manner aforesaid and that the **PURCHASERS** shall and may at all times hereafter quietly and peacefully possess and enjoy the said Plot and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by the **VENDORS** or any person or persons lawfully or equitably claiming from



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under or in trust for them **AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER** made or suffered by the **VENDORS** or any other person or persons lawfully or equitably claiming any estate or interest in the said Plot or part of the same or any part thereof from under or in trust for the **VENDORS** and that the **VENDORS** or any person or persons lawfully or equitably claiming any estate or interest from under or in trust for the **VENDORS** shall and will at all times hereafter at the request and cost of the **PURCHASERS** do and execute and cause to be done and executed all such acts, deeds and things, whatsoever for further and more perfectly assuring the said **PLOT UNTO AND TO THE USE OF THE PURCHASER** In the manner aforesaid as shall or may be reasonably required.

3. The **VENDORS** hereby give their no-objection to the **PURCHASERS** to apply for & to obtain the Revised plan approval License & in the License already existing in part of the said plot to be exchanged & for the new Licensee to be obtained for construction of their proposed Residential Bungalows Residential cum Commercial Buildings, in the rest of the said plot and "**VENDORS** "shall sign and execute all applications, affidavits and any other documents required for the purpose for obtaining permissions license or development permission by way of Renewal or otherwise".
4. The **VENDORS** further declare that, they have no objection for transfer of the development permission which they have applied and pending before the Town and Country Planning Department and give their consent for the **PURCHASERS** to get



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it transferred in their favour to continue with the said development permission if the same is issued in the name of the **VENDORS**.

5. The **PURCHASERS** hereby covenant to the **VENDORS** that the two flats T-7 and T-8 and two row houses RH-2 and RH-3, hereby granted/ transferred to the **VENDORS** in part of consideration / price of the said plot admeasuring 2790.50 sq.mts. hereby transferred to the **PURCHASERS** as mentioned hereinabove are together with all estate, right, title, interest, claim, demand, possession, easements, privileges and appurtenances in or to the said flats and row houses described in **SCHEDULE III AND IV** and proportionate right to the easement and the plot underneath and surrounding the said building to have and hold, own, possess and enjoy the same as its absolute owner forever and for the benefits and enjoyment of the said premises and said plot.

6. The **PURCHASERS**, further covenant with the **VENDORS** as under:

- (a) The said premises shall be held and enjoyed alongwith the said undivided rights as mentioned hereinabove and the profits received there from by the **VENDORS** without any interruption or disturbance by the **PURCHASERS** or any person or persons claiming through or under them without any lawful interruption whomsoever.
- (b) The **PURCHASERS** shall at the cost of the person requiring the same do and execute every such assurance or thing



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necessary for further and more perfectly assuring the said premises to the **VENDORS** as may be required.

- (c) The title of the **PURCHASERS**, to the said premises and the right hereby transferred, subsists and they have good right, full power and absolute authority to sell/transfer/grant the said premises hereby transferred/granted as part consideration amount or expressed so to be UNTO AND TO THE USE OF THE VENDORS in the manner aforesaid.
- (d) The **PURCHASERS** further covenant with the **VENDORS** that the said premises are free from any person/s having any right or obligation therein and shall make good any loss caused by such illegal occupation and eviction thereof.
- (e) The **PURCHASERS** hereby declare that the said premises hereby transferred/granted are free from any and all encumbrances, charges, liens, agreements, attachments, burdens or any responsibilities and therefore the **PURCHASERS** hereby undertake to stand by the **VENDORS** incase of any claim if raised by any third parties.
7. The **PURCHASERS** do hereby give express consent and no objection to transfer the electricity connection, house no and house tax transfer of the said two flats and two row houses in the name of the **VENDORS**.
8. **THE PURCHASERS** have no objection for transfer of the said two flats and two row houses in favour of any third parties by the **VENDORS**.




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9. The **PURCHASERS** hereby execute an Irrevocable Power of Attorney in favour of the **VENDORS**, delegating them the powers to execute the requisite Deed of Sale / Conveyances of the said two flats and two row houses to any third parties for more perfectly assuring the said Deed of Sale/Conveyances.
10. Both the Parties hereby declare that the above said property hereby sold/transferred do not belong to Schedule Caste or Schedule Tribes community. The Said declaration is given pursuant to the notification **No. RD/LND/LRC/318/77 dated 21/08/1978.**
11. That the present Deed of Sale is with respect to the sale of plots described in **Schedule-I** and accordingly stamp duty is paid only on the sale consideration of the plots described in **Schedule-I** written hereunder.

#### SCHEDULE I

All that portion of land admeasuring 2790.50 sq.mts. or thereabouts forming part of the amalgamated plots 200 to 204 & 214 to 219 (11 plots) admeasuring 3927.50 sq.mts., of the property known as 'DUCOLIEM' alias "ADDY DUCOLIEM" & presently as PRABHU NAGAR, bearing New Survey No. 61/1(part) & presently recorded as 61/0 part, situated at Curti within the area and Jurisdiction of the Village Panchayat of Curti Khandepar of the Taluka and Sub-district of Ponda of the North Goa District of the State of Goa and which property as a whole is registered in the Land Registration Office of Ilhas Goa under No. 12415 at pages 192 reverse of book B-32 new and enrolled in the

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Matriz Records under Nos. 28; 29; 33 to 46 and 48 is bounded as under :

- East : Open Space  
West : 10.00 mt. wide Road.  
North : Part of plot 219, 217, 216, 215, 214 & 8.00 mt. wide Road.  
South : Plot No. 98, 99, 100, 101, 102, 103, 104, 105, 106 & 107.

As shown in the Plan annexed hereto marked and delineated in red outlines, marked as **ANNEXURE 'A'**.

### SCHEDULE II

All that portion of land admeasuring 3444.00 sq.mts. or thereabouts being plot no 188 of the property known as 'DUCOLIEM' alias "ADDY DUCOLIEM" & presently as PRABHU NAGAR, bearing New Survey No. 65/1 (Part) & presently recorded as 65/0 (Part), situated at Curti within the area and Jurisdiction of the Village Panchayat of Curti Khandepar of the Taluka and Sub-district of Ponda of the North Goa District of the State of Goa and which property as a whole is registered in the Land Registration Office of Ilhas Goa under No. 12415 at pages 192 reverse of book B-32 new and enrolled in the Matriz Records under Nos. 28; 29; 33 to 46 and 48 is bounded as under :

- East : Plot Bearing survey no 64.  
West : Village Bethora Boundary line and Ponda – Bethoda Road thereafter.  
North : Open space and remaining approved plots no. 183 to 187 and 190 to 197 and 8.00 mts. Access roads.  
South : Village Bethora Boundary line and property developed by Shri. Deepak Dhowlikar



Sudhakar v. Prabhu

as can be seen in the Plan hereto annexed and delineated in read outlines, marked as **Annexure 'B'**.

### SCHEDULE III

All that portion of Double BHK flats of Building 'A', being flat nos. T- 2 & T-8, each admeasuring about 77.00 sq.mts. Built up area (about 93.50 sq.mts. Super Built up area) or thereabout along with 2 respective designated stilt parking and along with proportionate undivided share of land on which the said Building 'A' is constructed. The said Building 'A' is constructed in plot no. 188 admeasuring 3444 sq.mts. of the property known as "Ducollem" alias "Addy Ducollem, presently as Prabhu Nagar, bearing New Survey No. 65/1 (part) & presently recorded as 65/0 (part), situated at Curti within the area and Jurisdiction of the Village Panchayat of Curti Khandepar of the Taluka and Sub-district of Ponda of the North Goa District of the State of Goa and which property as a whole is registered in the Land Registration Office of Ilhas Goa under No. 12415 at pages 192 reverse of book B-32 new and enrolled in the Matriz Records under Nos. 28; 29; 33 to 46 and 48 and is bounded as under:

- East : lift Area  
West : Remaining area of Plot no. 188  
North : Passage and flat T-1 and T-2 thereafter.  
South : Remaining area of plot no. 188.

as shown in the plan Annexed hereto, marked and delineated in red outlines and marked as **Annexure 'C'**.

### SCHEDULE IV

All that portion of Row House RH - 2 & RH - 3, constructed in Revised Building 'B' each admeasuring about 135.18 sq.mts. Built up area (about 150.00 sq.mts. super Built up area) along with the



Sudhavi Paatona





proportionate undivided share of the land on which the said Revised Building 'B' is constructed, in plot No. 188 admeasuring 3444 sq.mts. of the property known as "Ducollem" alias "Addy Ducollem, presently as PRABHU NAGAR, bearing New Survey No. 65/1 (part) & presently recorded as 65/0 (part), situated at Curti within the area and Jurisdiction of the Village Panchayat of Curti Khandepar of the Taluka and Sub-district of Ponda of the North Goa District of the State of Goa and which property as a whole is registered in the Land Registration Office of Ilhas Goa under No. 12415 at pages 192 reverse of book B-32 new and enrolled in the Matriz Records under Nos. 28; 29; 33 to 46 and 48 and is bounded as under:

- East : Row House RH-1
- West : Row House RH-4
- North : Access road to the row houses RH-1 to RH-5.
- South : Rear set back and southern boundary of Plot No. 188 (Village Bethora Boundary Line).

as shown in the plan annexed hereto, marked and delineated in red outlines and marked as **Annexure 'D'**.



 Sushant Prabhu 

IN WITNESS WHEREOF both the parties hereby have set and subscribed their hands hereunto the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED

**"VENDORS"**

M/S. PRABHAT REAL ESTATES

By the hand of its Partners

**1) SHRI. GURPUR VARADRAYA PRABHU**



Left Hand Finger Print

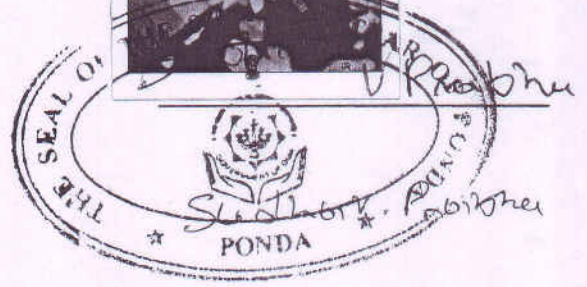


Right Hand Finger Print



*[Handwritten signature]*

2) SMT. SUDHA V. PRABHU



Left Hand Finger Print



Right Hand Finger Print



Sudha V. Prabhu

SIGNED, SEALED AND DELIVERED  
BY THE WITHIN NAMED  
"PURCHASERS"

**M/S. HUM ASSOCIATES,**

By the hand of its Partner

**SHRI. MULLA ABDUL RAUF MUZAWAR**

For self and as duly constituted

Attorney of other Partners

**Shri. Mullam Abdul Munaf Muzawar &  
Shri. Mullam Usman Muzawar**



Left Hand Finger Prints



Right Hand Finger Prints

In the Presence of

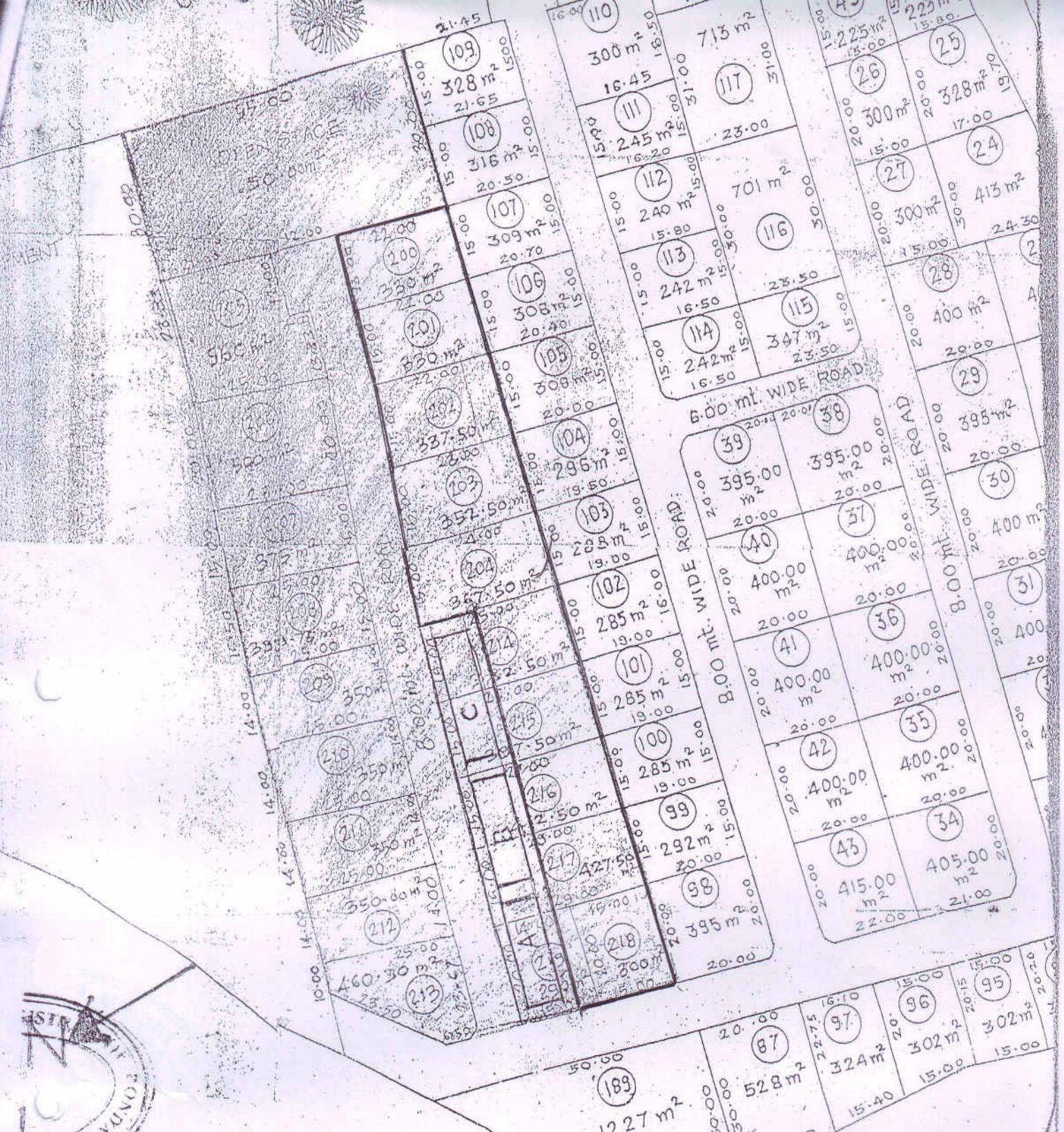
1) Asmita Patil *APC*

2) Deepali Chav *Chav*

*M*

*Sudhakar Babbar*

*[Signature]*



Final NOC for the sub-division of plots issued under no. 43/V/04/09.05/263 dated 11/06/2004.



Registered No. 394/17/79  
 at pages 41 to 336  
 Book No. I Volume No.  
 date 15/03/2017  
 Sub-Registrar

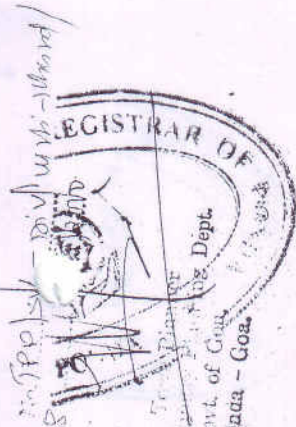
SECRETARY  
 V. P. Curti-Khandepar

ANNEXURE 'A'

Check teller No. T.P.P./sub-Div/curti  
 611/04/482 dated 07.05.04  
 regarding the plans.

Planner  
 [Signatures]

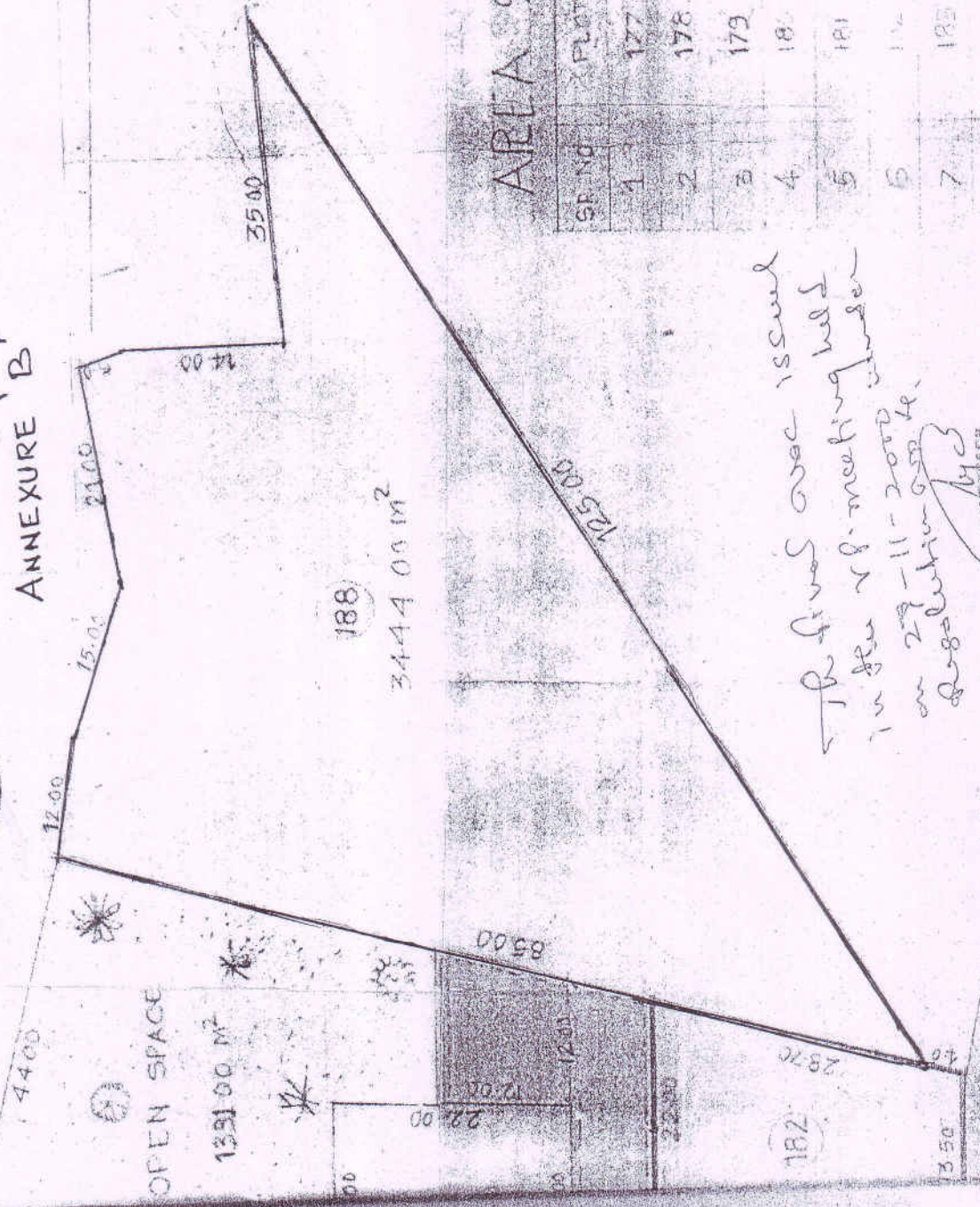
Please check 1311-2019 (P.P.) Div. (with-illustration) 648 regarding the plan.



Sudron Prabhu

*[Signature]*

ANNEXURE 'B'



AREA STATEMENT

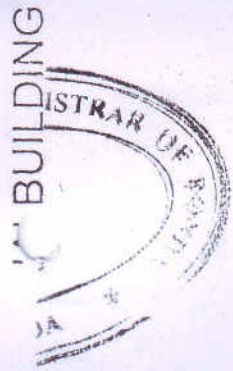
SP NO	PLOT NO	AREA IN SQ.MTS
1	177	487.90
2	178	504.90
3	179	540.85
4	18	340.95
5	181	521.47
6	182	487.00
7	184	255.00
8	185	255.00
9	186	255.00

The files were issued in the v.f. meeting held on 29-11-2019 under resolution 933/19.

Sub-Registrar  
P. P. SANTO

Registered No. 394/17  
 at pages 41 to 79  
 Book No. 7 Volume No. 3361  
 date 15/03/2017

*[Signature]*  
Sub-Registrar



**A BUILDING**

KEY PLAN  
(NOT TO SCALE)

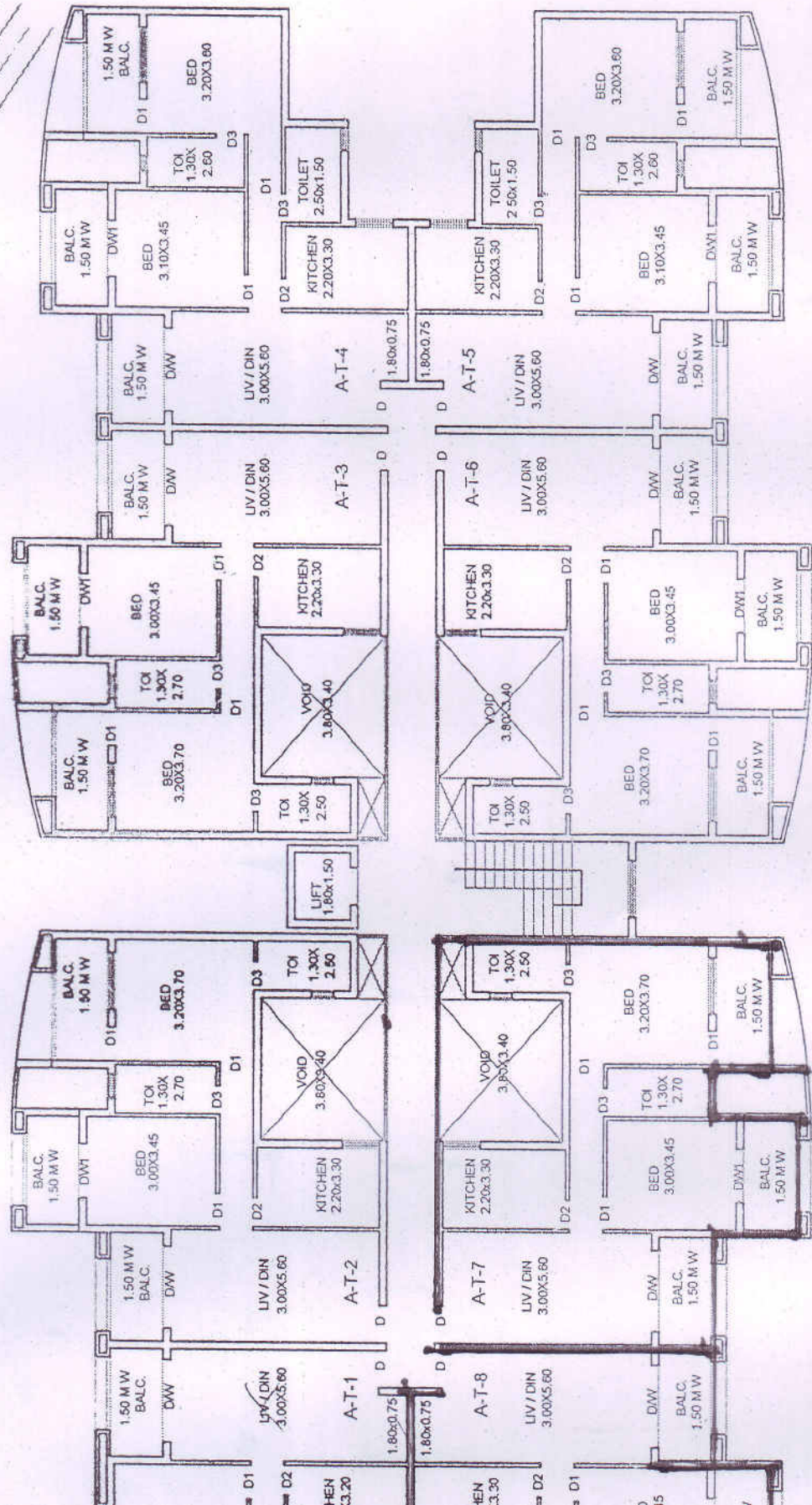
Registered No. 394/17  
81 pages  
Book No. 7 Volume No. 3361  
Date 15/03/2017  
Sub-Registrar

*[Signature]*

Sudha V. Radhu

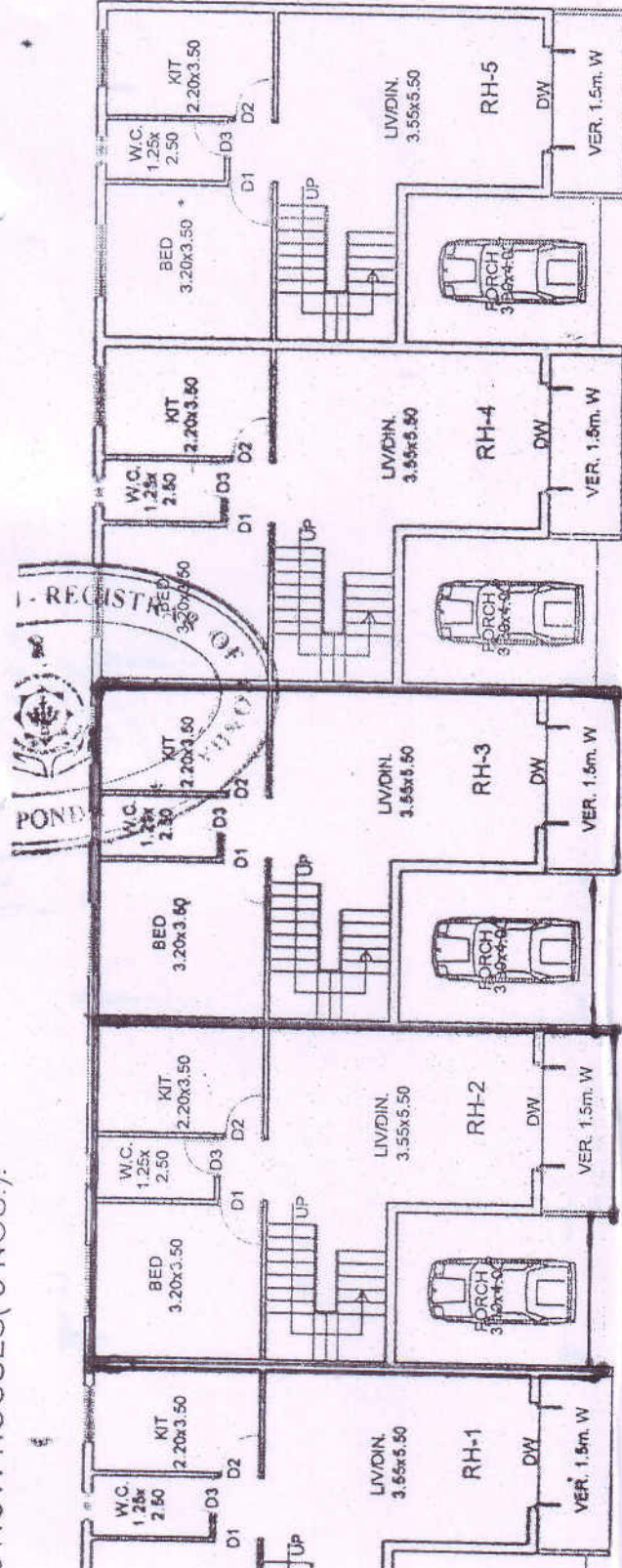
*[Signature]*

ANNEXURE C

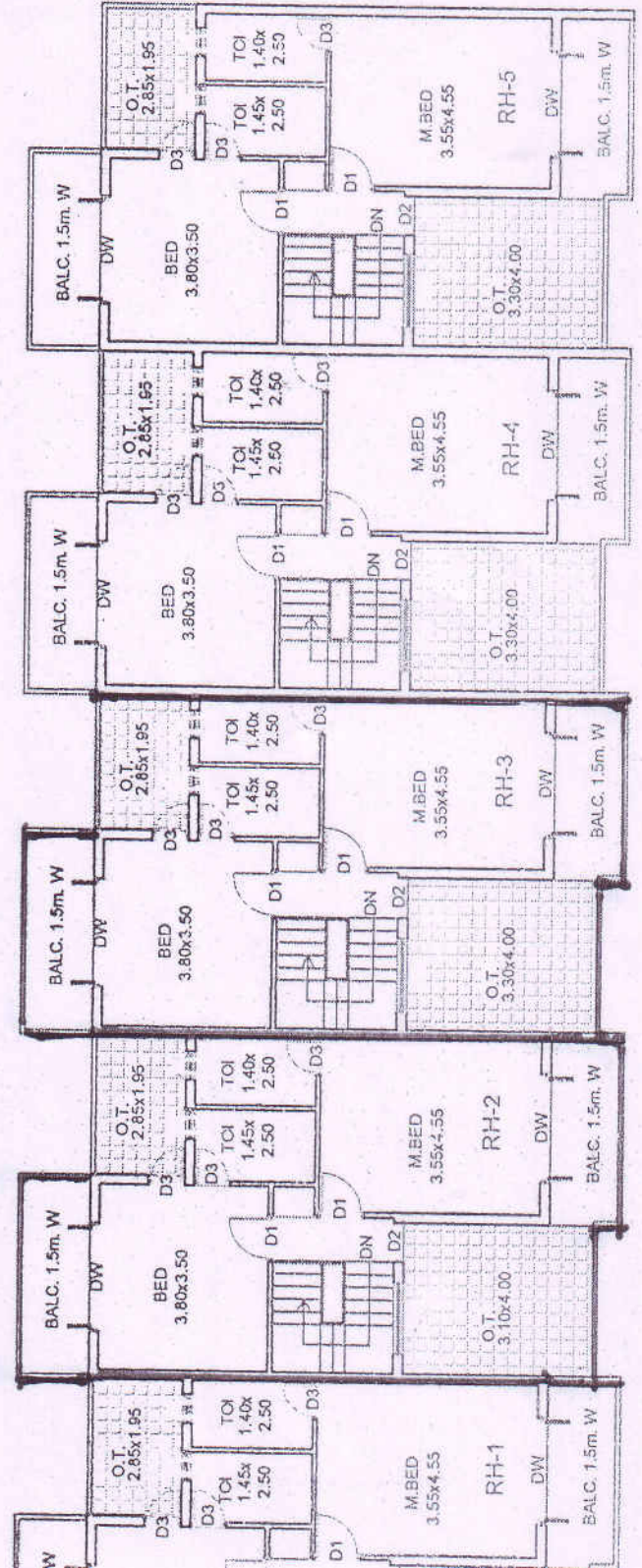


THIRD FLOOR PLAN

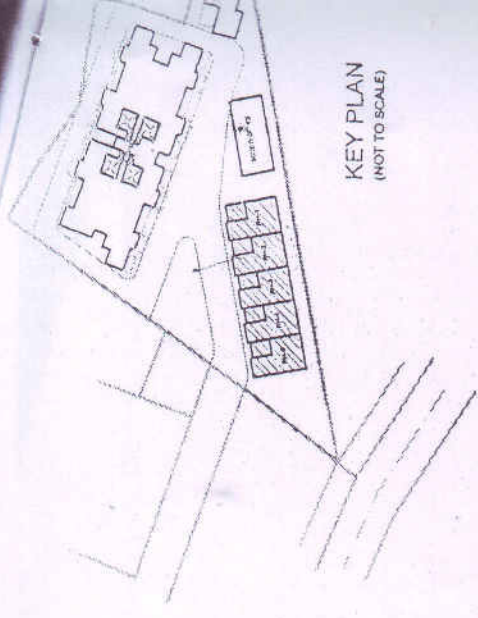
ROW HOUSES (5 NOS.):



LOOR PLAN



PLAN



KEY PLAN  
(NOT TO SCALE)

ANNEXURE 'D'

[Signature]  
 Sudhan Prabhu  
 [Signature]

Registered No. 394/17  
 at pages 41 to 79  
 Book No. I Volume No. 3361  
 date 15/03/2017  
 Sub-Registrar

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

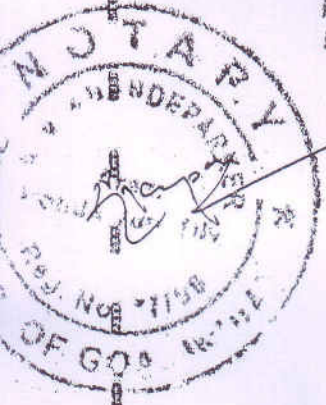


गोवा GOA

Sr. No. 46968 Place of vend. Ponda Date of Issue 16/8/12

321985

Value of Stamp Paper Rs. 100/-  
Name of the Purchaser Rauf Mulla  
Residing at Curti Ponda  
As there is no cross stamp on the back of the stamp paper, the value of the stamp paper is not to be taken into account for the purpose of the stamp duty.



Signature of the Vendor (to be affixed)

Signature of the Purchaser

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We (1) SHRI. MULAM ABDUL MUNAF MUZAVOR, son of Mulla Abdul Gaffar Muzawar, major, aged about 49 years, businessman (2) SHRI. MULLAM USMAN MUZAWAR, son of Mulla Abdul Gaffar Muzawar, major, aged about 43 years, businessman, both Indian Nationals, resident of H. No.3, Nagamasjid, Ponda -Goa, SEND GREETINGS.



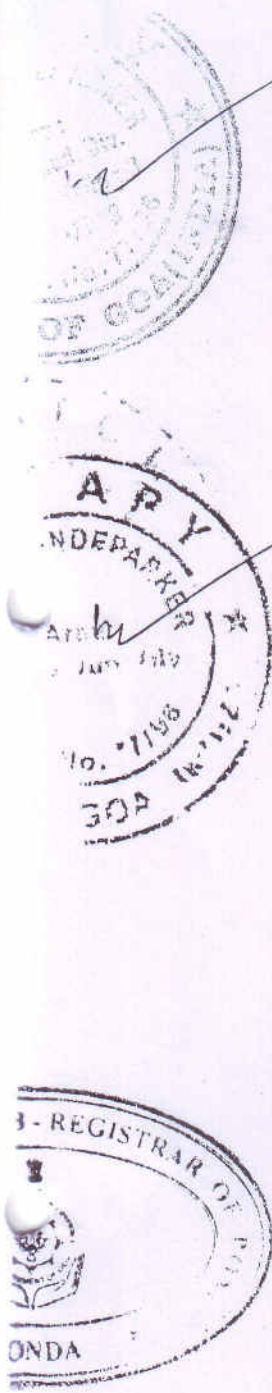
Three handwritten signatures at the bottom of the page, likely representing the vendors mentioned in the power of attorney.

WHEREAS we alongwith our brother .SHRI. MULLA ABDUL RAUF MUZAWAR are the partners of a partnership firm run in the name and style of M/s. HUM ASSOCIATES and are carrying on business of development of landed properties.

AND WHEREAS on account of our business abroad we are not able to attend regularly to the business of the said partnership firm and we have full trust in our partner, said SHRI. MULLA ABDUL RAUF MUZAWAR.

AND WHEREAS in order to enable him to carry on the said business and to do all acts and things required to be done alone and without being required to approach every time for our consent or authority or signatures, We have proposed to appoint him as our express and authorized attorney or agent to do all acts and things hereunder mentioned and which he had agreed to do.

NOW KNOW ALL MEN TO WHOM THIS PRESENTS SHALL COME THAT WE, (1) SHRI. MULAM ABDUL MUNAF MUZAVOR, son of Mulam Abdul Gaffar Muzawar, major, aged about 49 years, businessman (2) SHRI. MULLAM USMAN MUZAWAR, son of Mulla Abdul Gaffar Muzawar, major, aged about 43 years, businessman, both Indian Nationals, resident of H. No.3, Nagamasjid, Ponda -Goa. hereby jointly and severally and as the partners of the said firm, M/S HUM ASSOCIATES, do hereby nominate, constitute and appoint said SHRI . MULLA ABDUL RAUF MUZAWAR, son of Mulla Abdul Gaffar Muzawar, major aged about 40 years, businessman, Indian National, residing at Naga masjid Ponda, Goa as our true and lawful attorney and agent with full authority and powers to do and execute all, any one or more of the following acts, deeds and things in the name and on the behalf of the said firm or in our name and on our behalf i. e. to say:

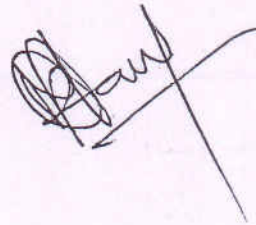
1. To carry on the business of the said partnership Firm M/s. HUM ASSOCIATES, in terms of the said Deed of Partnership constituting the said firm.
2. To buy and sell all goods and merchandise connected with the business of the said firm and to pay and receive moneys in respect thereof.
3. To appoint managers, accountants, clerks, peons and other persons for carrying on different types of work in connection with the said business to pay their salaries, wages and other emoluments as are normally paid and if necessary to remove or dismiss any one or more of them as occasion may require.
4. To acquire any premises on rent or other terms for carrying on the business of the firm, including godowns, store rooms for storing goods.
5. To open one or more accounts in one or more banks in the name of the firm and to operate the same as well as those at present existing. To close any such account or accounts if necessary.
6. To draw, accept, negotiate, pay or satisfy any bills of exchange, promissory notes, cheques, hundies, drafts, orders for payment or delivery of money, securities for goods, bills of lading, railway receipts and other negotiable instrument which the said attorney as partner may think necessary or desirable in the course of the business of the firm and the promotion thereof.
7. To sign all applications and papers required for obtaining different kinds of licenses and permits from government municipal and other local authorities required to be obtained under the law and to obtain such licenses and permits.





8. To borrow moneys as may be required from time to time for the business of the company from any bank by way of overdraft or cash credit account or in any other mode, without security or with security by way of hypothecation or pledge of the goods and moveable assets of the firm or by mortgage, equitable or legal of any immoveable property of the firm or by way of drawing hundies or in other way as possible and with such rate of interest and such terms and conditions as the said attorney may think fit as also to stand as guarantors to any bank for securing any advance that may be borrowed by the firm and for that purpose to sign and execute any agreements, documents, forms, papers, letters or any other document as may be required by any such bank advancing such monies to the firm.
9. To take any moveable property required for the business of the firm on hire or on hire purchase basis on such terms as the said attorney may think proper and to enter into and execute agreements in that half.
10. To purchase or to take on lease or otherwise acquire any immoveable property consisting of land or land with building or a flat or other premises in a building on ownership basis or any go sown, store room and other premises required for effectually carrying on the business of the firm.
11. To sell or give on lease or otherwise dispose of any moveable property or assets of the firm if not required by the firm for its business or if it is profitable to do so on such terms as the said attorney may think fit.
12. To buy and sell shares, bonds and other securities of any company, govt. corporations, local authority or any government as may be deemed necessary in the interest of the firm.






13. To demand, receive, recover, collect all debts, out standings, trade dues and all moneys or property due and payable to the firm and to pass receipts for the same.
14. For all or any of the purposes herein contained to enter into and execute agreements, deeds of any nature, such as agreement of sale, memorandum, deed of conveyance, deed of mortgage, deed of lease or sub lease, hire purchase agreement or any other document required to be executed by or in favour of the firm and to represent me before the sub registrar for admitting such agreement/s deed/s document/s and to admit execution thereof.
15. To lodge for registration all agreements/ deeds executed by the said attorney on behalf of or in favour of the firm and which require registration under the law and to admit execution of any such document and also to do all other acts and things required for completing registration and to pay stamp duties and registration charges in respect thereof.
16. To commence and prosecute any suit, or other civil or criminal proceedings or legal action in any civil or criminal court of law or tribunals or government offices having quasi judicial powers or forums and to recover any moneys or other property moveable or immoveable to establish any legal right or to enforce any agreement or to claim and recover damages as may be necessary for the benefit of the business of the firm.
17. To defend any suit or other legal proceedings against the firm and its partners for recovery of any claim or money or property or any other cause of action.



Three handwritten signatures in black ink are located at the bottom of the page. The signatures are stylized and appear to be of different individuals.

18. For the purposes aforesaid, to sign, declare, verify or affirm complaints, written statements of defence, petitions, affidavits and other papers and applications as may be required from time to time as also to give evidence on oath and/or to file evidence in any other form before any forum.
19. To appoint advocates as and when required for advice or for conducting any matter of litigation or dispute in which the firm is involved and to pay their fees.
20. To insure the property of the firm for any risk and to pay the premium as when it becomes due.
21. To appear before any court, judge, government or other officer or authority and to represent the firm in connection with any matter concerning the firm.
22. To pay income tax and other taxes payable by the firm and for that purpose to file income tax returns and produce books of accounts for assessment and other documents to appear before Income Tax Officer and other Officers to file appeals and other applications against any orders passed by the Income Tax Officer and other officers or appellate authority and for that purpose to engage Chartered Accountant, Tax Consultants and other experts.
23. To write and maintain accounts of all other dealings and business of the firm and for that purpose to maintain necessary books of accounts to get them audited by a Chartered Accountant.
24. To agree to refer any dispute between the firm and other party in any transaction or any claim made by or against the firm for moneys or otherwise to arbitration of one or more arbitrators



3

*[Handwritten signatures]*

and to attend such arbitration on behalf of and to represent the firm and file all statements of claims, defence and evidence before the arbitrator or arbitrators.

25. To compound, compromise or settle any claim due to or due by the firm from or to any person on such terms and conditions as the said attorney may think fit or to abandon or waive any claim including a claim in suit or legal proceedings.

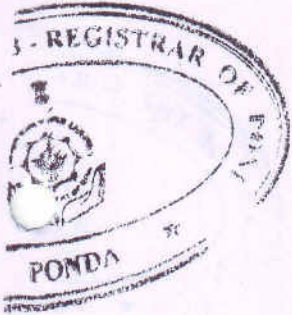
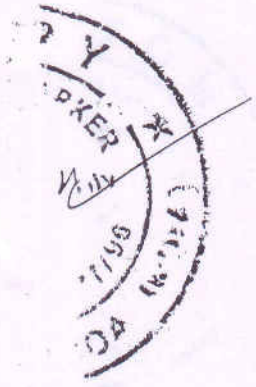
26. To attend meetings of the share holders of any company or corporation in which the firm is a shareholder or any one or more partners of the firm is or are a share holder or shareholders as such and to exercise all the rights of the share holder in such meeting and otherwise.

27. To delegate all or any of the foregoing powers in favour of any person as may be deemed fit by our said attorney including power to admit execution of any document/s before any sub registrar and for such purpose to sign and execute and admit execution of any power of attorney before the sub registrar.

And generally to do and execute all acts and deeds and things as are necessary to be done or executed for the business of the said firm and which We would be required to do personally in the absence of this power of attorney.

And We agree to ratify all such lawful acts, deeds and things done and executed by the said attorney pursuant to these presents as a partners of the said firm.

*[Handwritten signatures]*



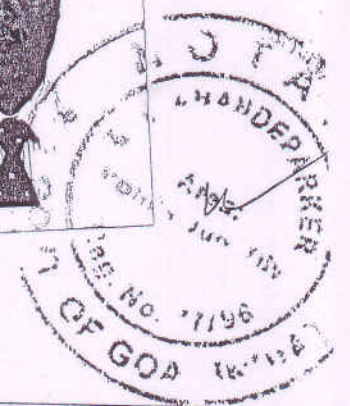
IN WITNESS WHEREOF We have put our respective hands on this  
17<sup>th</sup> day of August 2012.

Signed and delivered by the withinnamed Executants



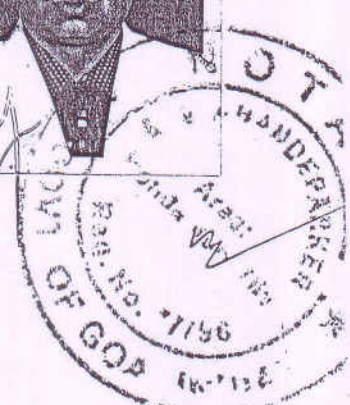
*[Handwritten signature of Mr. Mulam Abdul Munaf Muzavor]*

(1) MR. MULAM ABDUL MUNAF MUZAVOR

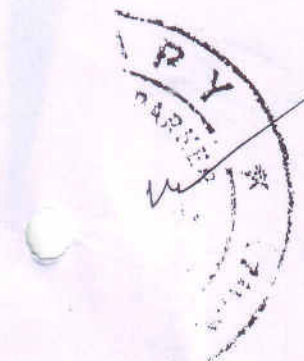


*[Handwritten signature of Mr. Mullam Usman Muzawar]*

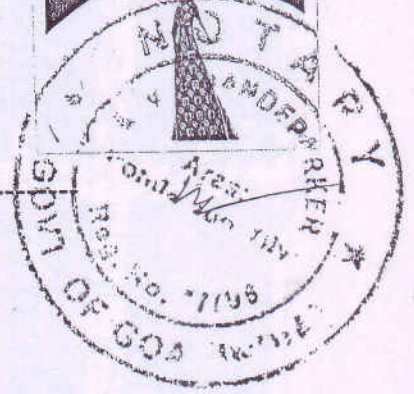
(2) MR. MULLAM USMAN MUZAWAR



*[Three additional handwritten signatures at the bottom of the page]*



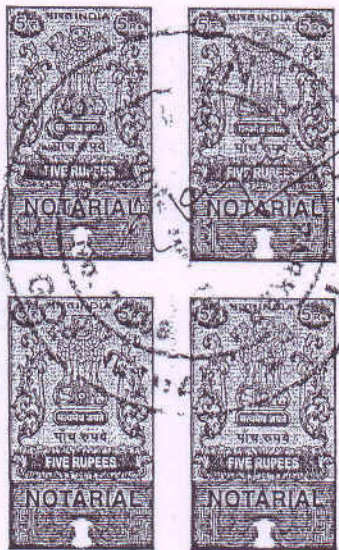
I ACCEPT THE POWERS:



*[Handwritten Signature]*

MR. MULLA ABDUL RAUF MUZAWAR

In presence of:-



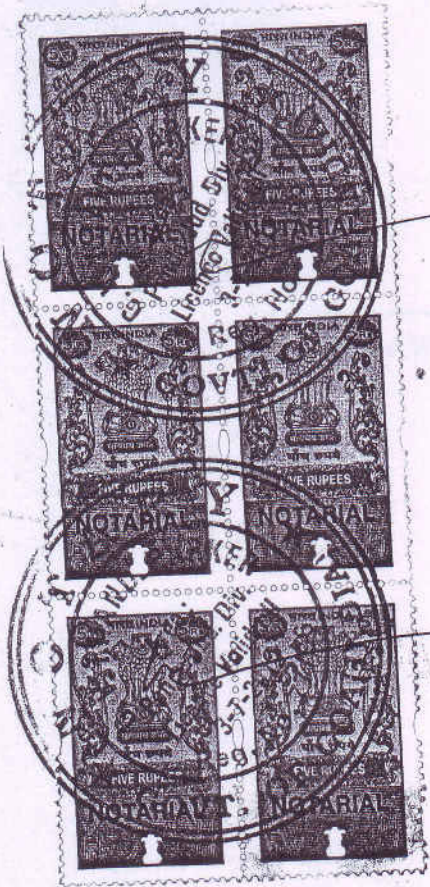
EXECUTED BEFORE ME  
WHICH I ATTEST

*[Handwritten Signature]*

G.V. KHANDEPARKER  
NOTARY

Date: 17/8/2012  
Place: Ponda  
Reg. No.: 4491/2012

*[Three handwritten signatures at the bottom of the page]*

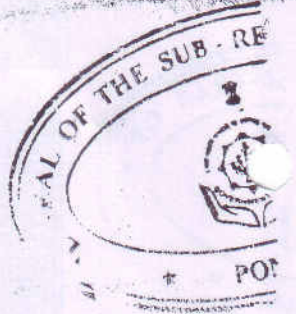


CERTIFIED TO BE TRUE COPY  
OF THE ORIGINAL

*G. V. Khandeparker*  
G. V. KHANDEPARKER  
NOTARY

Date: 01/3/2017 Place Powder

REG. NO. 661/2017




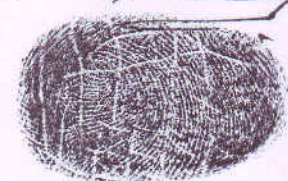
Executing parties


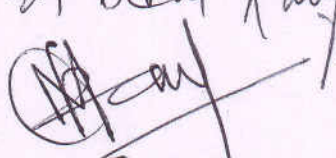
- 1) SHRI. GURPUR PRABHU, son of Varadraya Prabhu, major, married, aged 74 years, holding PAN No.ADQPP5601B, occupation Business, Indian National, residing at Jayceenagar, Curti, Ponda - Goa.
- 2) SMT. SUDHA PRABHU, w/o of Gurpur Prabhu, major, married, aged 67 years, holding PAN No.AMDPP7362H, occupation Business, Indian National, residing at Ponda - Goa.
- 3) M/s. HUM ASSOCIATES, a partnership firm having its office at Ponda, Goa, through its managing partner SHRI. MULLA ABDUL RAUF MUZAWAR, son of Mullam Abdul Gaffar Muzawar, major, married, aged 43 years, holding PAN No.ACVPM1893L, Occupation Business, resident of Nagamasjid, Ponda -Goa, 403401.

Executing parties  
Nos one to  
three.  
admits execution of the so called  
Sale deed




→ Gurpur Varadraya Prabhu 

→ Sudha V. Prabhu 

→ Mulla Abdul Rauf Muzawar   


Shri Shaik Nissar, son of Shaikh  
Zakaria, major age, married, Service.  
Indian National, residing at Curti  
Ponda Goa.

and known to the Sub-Registrar  
states that he personally knows the  
above executant and identifies him.

  
Ponda dated 03/03/2017.

~~SUB-REGISTRAR~~  
PONDA

Registered No. 394/17  
at pages 41 to 79  
Book No. I Volume No. 3361  
date 15/03/2017

~~Sub-Registrar~~

