

DEED OF SALE

THIS DEED OF SALE is made at Margao, on this _____ Day of the Month of May of the year 2018.

BETWEEN

1. Smt. Shubha Damodar Kudalkar alias Archana Suresh Kudalkar, W/o Suresh Kudalkar, aged 62 years, married, **housewife/service**, holding Pan Card No. _____, holding Aadhaar Card No. 2718 9586 8800, and her husband;
2. Mr. Suresh Damodar Kudalkar, S/o Damodar Kudalkar, aged 64 years, married, **service/businessman**, holding Pan Card No. FUIPK7702L, holding Aadhaar Card No. 6394 4871 9730, both Indian National and resident of H. No. S-2, Samrat Ashok building, Layamati, Davorlim, Navelim, Salcete, Goa, 403707, hereinafter referred to as “THE VENDORS” (Which expression shall unless repugnant to the context or the meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART.

AND

3. M/S RADIANCE ESTATES, a partnership firm, having its office at Shop No. 6, Coelho Appts. Opp. Pandava Chapel Church, Aquem, Margao, Goa, having its Pan Card No. AAUFR3074P, representing by its partners
 - a) MR. MEHBOOB ALAM KHAN, S/o Abdul Khan, aged 39 years, married, businessman, holding Pan Card No. EHEPK0786A, holding Aadhaar Card No. 9428 0544 2668, Email ID: Mehboob@radianceestates.com, resident of Flat No. BB2, second floor, Silver Tower, building B, Near Cine Vishant, Aquem, Margao, Goa and
 - b) MR. ARSHAD SHAIK MUZAVOR, S/o Ibrahim Shaikh Muzavor, aged 41 years, married, holding pan Card No. BLLPM2066B, holding Aadhaar Card No. 4210 6522 2160, Email ID: Arshad@radianceestates.com, resident of H. No. 4/2709, 02, Geeta Apts., Behind Power House Colony, Aquem, Margao, Goa, hereinafter referred to as “THE PURCHASER” (Which expression shall unless repugnant to the context or the meaning thereof mean and include his respective heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS there exist a property denominated as “CHANDRAVADDO” or “MAJILVADDO”, situated at ward Ambajim-Fatorda, within the limits of Margao Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, not registered in the Land Registration office but enrolled in the Taluka Revenue office of Salcete under Matriz no. 1917 and surveyed under Chalta No. 30 of P. T. Sheet No. 23 of City Survey Margao. This property is hereinafter referred to as “the said property” and better described in Schedule I hereunder.

AND WHEREAS the office of Deputy Collector and Sub Divisional Officer of Sub Division Margao issued Sanad under no. SDO/SAL/Conv/211/01 dated 28/01/2002 by which plot bearing survey under Chalta No. 30 of P. T. Sheet No. 23 which was converted for the purpose of residential use under terms and condition mentioned therein.

AND WHEREAS by virtue of Sale deed dated 02/02/1987 duly registered in the office of Sub registrar of Salcete under No. 141 at pages ____ to 154 of Book No. 1 voluem no. 15 dated _____ Kum Maria Dos Anjos Faleiro and Mrs. Maria Olga Augusta Joaquina Teresa De Jesus e Sal alias Olga Da Faleiro as sold the said plot admeasuring 333 sq. mts. to the female VENDOR herein and became the owner of the said plot.

AND WHEREAS the PURCHASERS approached the VENDORS and requested to sell the said Plot admeasuring an area of 333 sq. mts. hereinafter referred to the “SAID PLOT” and upon the request of the PURCHASER, VENDORS agreed to sell the said PLOT for a total consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) and more particularly described in schedule.

AND WHEREAS the PURCHASERS have gone through all the title documents of the said PLOT and has been satisfied as regards the title of the VENDORS to the said PLOT described in Schedule.

NOW THIS DEED WITNESSTH AS UNDER:

1. That in pursuance of the said Agreement and in consideration that the PURCHASERS has paid exclusively to the VENDORS the entire consideration of Rs. 35,00,000/- (Rupees Thirty

Five Lakhs Only) out of which Rs. _____/- (Rupees _____ Only) is paid by virtue of Cheque bearing No. _____ dated _____ drawn on _____ Bank, _____ Branch, _____, Goa, and balance amount of Rs. _____/- (Rupees _____ Only) is paid by virtue of Cheque bearing No. _____ dated _____ drawn on _____ Bank, _____ Branch, _____, Goa, the receipt of which the VENDORS does hereby admit and acknowledge as having received the same and they hereby acquit, release and discharge the PURCHASERS giving them full acquittance of the amount received for all legal purposes, and the said VENDORS as lawful owner do hereby sell, convey, transfer, grant, assign, assure and confirm unto the PURCHASERS the said PLOT more fully described in schedule herein below mentioned and the VENDORS have transferred in favour of the PURCHASERS all the domain, right, title, interest, action possession, and appurtenances whatsoever TO HAVE, TO HOLD, TO USE AND TO ENJOY the same by the PURCHASERS their heirs, successors, legal representatives, executors, administrators and assigns absolutely and forever, free from all encumbrances, charges, liens and whatsoever in the manner aforesaid.

2. The VENDORS covenant to the PURCHASERS as follows:

- i) That the VENDORS have good right, full power and absolute authority to sell the said PLOT
- ii) The VENDORS further declare that they have clear and Marketable title over the said PLOT and the same is free from encumbrances.
- iii) The VENDORS further declare that they have not agreed to sell the said PLOT to any third party.
- iv) The VENDORS declare that there is no litigation pending in any court of law as regard to the said PLOT.
- v) The said PLOT is not subject matter of any Land Acquisition Proceedings nor any part thereof as on date.
- vi) No person is claiming any right in the said PLOT.
- vii) The said PLOT is not the subject matter of attachment proceedings, arising out of any court order or under any state or central Government proceedings.

3. That the PURCHASERS may hereafter peacefully and quietly possess, hold, use and enjoy, the said PLOT as his own property without any interruption or disturbance claim or demand on the part of the VENDORS or on the part of any person/s claiming through or under them.
4. The PURCHASERS has thoroughly verified and inspected the PLOT as well as the title documents before purchasing the PLOT is fully satisfied with the ownership title of the VENDORS.
5. The VENDORS finally covenant with the PURCHASERS that they shall at the request and cost of the PURCHASERS do or execute or cause to be done or executed all such lawful acts, deed, matters and things for further and more perfectly conveying and assuring the said PLOT hereby conveyed and even part thereof, as also placing the PURCHASERS in possession of same according to the true intent and meaning of this deed or as may be reasonably required.
6. The VENDORS further covenant with the PURCHASERS that if the PURCHASERS is deprived of the said PLOT or any part thereof due to defect in the title of the VENDORS, the VENDORS shall indemnify and make good all losses that the PURCHASERS may suffer on that account.
7. It is declared that the VENDORS do not belong to ST/SC community and they are not prevented by any notification to sell the said PLOT to the PURCHASER.
8. The VENDORS do hereby gives their consent to PURCHASERS carry out mutation in his favour without the reference of the VENDORS herein.
9. For the purpose of stamp duty the said plot along with old structure is valued for Rs. 35,00,000/- which is fare market value and accordingly stamp duty of Rs. _____/- is paid herewith.

SCHEDULE

All that Plot of vacant land admeasuring 333 sq. mts. or thereabouts detached from a previously undivided ancestral family property denominated as “CHANDRAVADDO” or “MAJILVADDO”, situated at ward Ambajim-Fatorda, within the limits of Margao Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, not registered in the Land Registration office but enrolled in the Taluka Revenue office of Salcete under Matriz

no. 1917 and surveyed under Chalta No. 30 of P. T. Sheet No. 23 of City Survey Margao and the said plot is bounded as under:

On the East : by the asphalted access road and its cul-de-sac under Chalta No. 9 of P. T.

Sheet No. 23;

On the West : by the property of Crispino Frias surveyed under Chalta Nos. 8 and 19 of P. T.

Sheet no. 23;

On the North : by the plot surveyed under Chalta No. 28 of P. T. Sheet no. 23 being the

property of Shaik Musa; and;

On the South : by the plot surveyed under Chalta No. 41 of P. T. Sheet no. 23 being the

property of Joaquina Miranda and Pascoal Miranda;

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this deed on the day the month and the year first herein above mentioned

Signed and delivered by the parties

VENDORS

Smt. Shubha Damodar Kudalkar alias Archana Suresh Kudalkar

Right hand fingerprints

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Left hand fingerprints

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Mr. Suresh Damodar Kudalkar

Right hand fingerprints

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Left hand fingerprints

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Signed and delivered by the Parties

PURCHASER

M/S RADIANCE ESTATES, a partnership firm,
representing by its partners Mr. Mehboob Alam Khan,

Right hand fingerprints

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Left hand fingerprints

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M/S RADIANCE ESTATES, a partnership firm,
representing by its another partner Mr. Arshad Shaik Muzavor

Right hand fingerprints

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Left hand fingerprints

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WITNESSES:

1. _____ 2. _____

