

OUT-INSTITUTE ALL MANGAÖ

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DEED OF SALE

DEED OF SALE is made at Margao on this THIS of September,in the Nineteen year

South The

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Proposition 13.0297
Proposition Road Estato Vet Help

53440/-

Hundred and Ninety Seven(1997).

BETWEEN

1) MRS. MARIA ESPERANCA ANTAO E MONTEIRO ALIAS
MARIA ESPERANCA MONTEIRO, widow of Ernesto Paulo
Pantaleao Mônteiro, daughter of late Constancio

Soil of Market

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Nepociano Antao, aged about 69 years, resident of Aquem Baixo, Navelim, Salcete Goa. 2) SISTER EVELYN MONTEIRO, daughter of the said late Ernesto Paulo Pantaleao Monteiro, aged 48 years, Spinster, Nun of Holy Cross Order, resident of

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Siolim, Bardez, Goa, and

3) MISS ELEANOR MONTEIRO, daughter of the said late Ernesto Paulo Pantaleao Monteiro, aged about 38 years, Spinster, resident of Aquem Baixo, Navelim, Salcete Goa.

March of



All Landlords, Indian Nationals and are represented in this Deed by their duly Constituted Attorney MR. CRUZITO HILARIO BOSCO CAEIRO married, landlord aged 50 years, s/o Francisco Xavier Caeiro resident of Velim, Salcete Goa constituted by virtue of Power of

Mario 1.

371 Proposition 13-02-97
Charge Real Estate but Hd.

534481:

Attorney execution on 24/1/85 at Margae Gombefore Mr. Francisco Monte da Silva Miranda. Notary, and registered in his Notorial Books under No. 5451. Certified copy of the said Power of Attorney is annexed hereto.

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Hereinafter collectively referred to as THE VENDORS' (which expression shall unless repugnant to the context or meaning thereof shall also be deemed to include their heirs, executors, administrators and/or assigns) of the FIRST PART.

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AND

4) M/S. BHARAT CONSTRUCTION, a registered partnership firm, having its Office at Sanrit Apartment, Near Masjid, Margao, Goa, represented by its Partner, MR. KIRAN VASANT NAIK, son of

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Vasant V. Naik, married, businessman, resident of Margao, Goa, hereinafter referred to as THE DEVELOPERS (which expression unless repugnant to the context or meaning thereof shall also be deemed to include its executors, administrators,

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successors-in-interest, representatives assigns) of the SECOND PART.

5) M/S KAYJI REAL ESTATE PRIVATE LIMITED a Company registered under Compaines Act, 1956 and having about the

5000Rs.



its registered office at Anand Bhuvan, Station Road, Margao Goa, represented herein by its Constituted Attorney MR. BRAHMANPALLI GURURAJ RAO, resident of Margao Goa, major of age, commercial employee, and Mr. DEVIDAS S.

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KUDCHADKAR, resident of Curchorem, major of age, commercial employee, by virtue of Power of Attorney executed on 5/6/95 at Margao Goa, before Mathew N. D Sa Notary, and registered in his Notorial Books under No. 1216/6/95. Certified copy of the said Power of Attorney is

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5000Rs.



annexed hereto. Hereinafter referred to as THE PURCHASER' (which expression shall deemed to include its executors, administrators, successors, representatives and/or assigns) of the THIRT PART.

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WHEREAS

1) There exists a property known as 'JOAO SILVALEM' situated at Aquem, within the limits of Village Panchayat of Aquem, Taluka and Sub-District of Salcete, District of South Goa, State of Goa.

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The entire property JOAO SILVALEM is described in the Land Registration Office of Salcete under No. 33944 fo New Series and enrolled in the Taluka Revenue Office Under Matriz Predial No. 299 and more particularly described in the Schedule I annexed hereto. The

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said property originally belonged to Fabrica of the Church of Navelim. 2) By Partition and Gift dated 28/3/49 and registered Jos Joaquim Caetano Monteiro, widower, in the Notorial Office of Dr. Furtado,



from Fabrica of the Church of Navelim, the said property known as Joao Silvalem described above.

3) The said Joaquim Caetano Monteiro and his wife Vitorzina Prisca Noronha, sold the Eastern

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Fraction of the said property, which fraction actually constitutes the property described in Land Registeration Office under No. 42297 New Series. They also sold another fraction situated towards the west of the said property which constitutes the property registered under

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No. 43461 New Series. Thus they were left only with the Central part of the said property.

4) By the deed referred above, the central property is partitioned whereby the half of this property is alloted to said Joaquim Caetano

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Monteiro being his share in the property and the other half was alloted to his son Shri Ernesto Paulo Pantaleao Monteiro and his wife being their maternal share. By the said Deed, Joaquim Caetan Monteiro gifted to Maria Esperanca Antao, wife of Ernesto P.P. Monteiro the said half of

half



the property alloted to him. By the said Deed Ernesto P.P. Monteiro gifted his share of the property to his wife Maria Esperanca Antao. Thus the said Maria Esperanca Antao became the owner of the central part of the property which

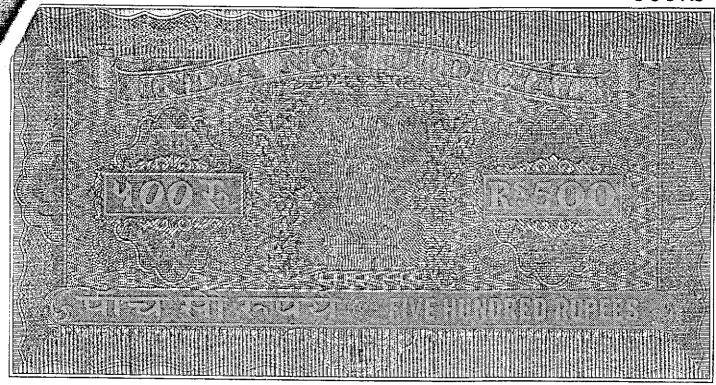
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is more particularly described at Schedule II written hereinbelow.

5) The said Ernesto P.P. Monteiro expired leaving behind his wife, the Vendor No. 1 herein and their two daughters namely the Vendor No. 2 and

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- 3 herein.
- 6) The Vendors are therefore the absolute owners in possession and have a clear marketable title over the part of the property 'Joao Silvalem' described at Schedule II written hereinbelow.

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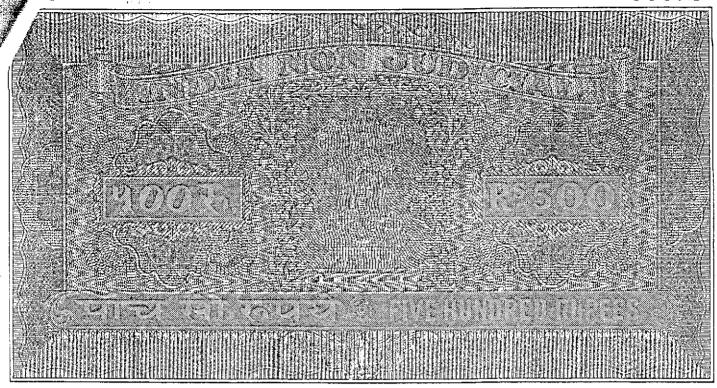
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7) By an Agreement of Sale executed on 18/5/1993, between the Vendors herein and M/S Bharat Constructions the Vendors had covenant with the said Bharat Constructions to sell to them a part of property Joao Silvalem owned and possessed by them and surveyed in the City Survey, Margao,

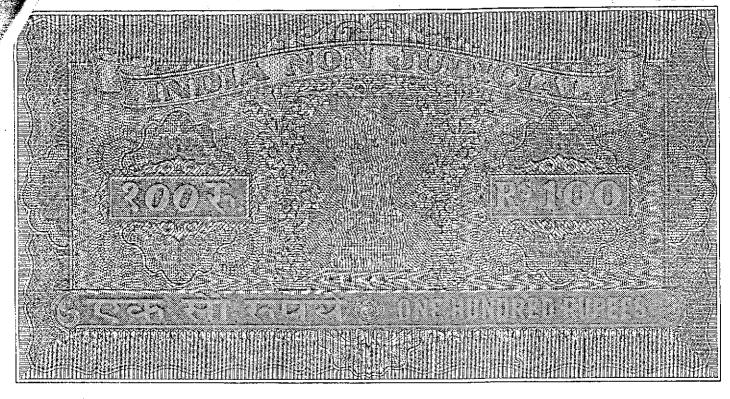
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under Chalta No. 7 to 11 of P.T. Sheet No. 290. In pursuance of the said agreement, M/s. Bharat Constructions the Developers herein, agreed to develop the said property into plots and sell the same to the persons of their choice. Ster and acide

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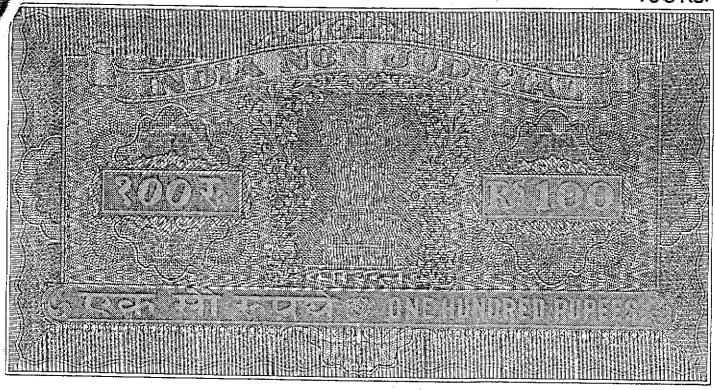
an agreement of Sale executed at Margao



develop the said property into plots namely plot no. 1, 2 and 3 and to sell to the purchaser herein, the plot no. 1 (one) of the said property for a price or consideration calculated @ Rs. 750/- per sq.mts. and in consideration of the said agreement, the

Purchaser herein paid 1,00,000/- (Rupees One Lakh only) earnest money and part of the price of the plot to the Developer.

9) As per the said agreement the total area of plot ${\cal A}$ Who should the s



no. 1 was stipulated as 1022 sq.mts. However, at the time of sub-division of the said land into plots, the area of the said plot no.? was found to be actually 890 sq.mts.

10) As per the said agreement the Vendors and the

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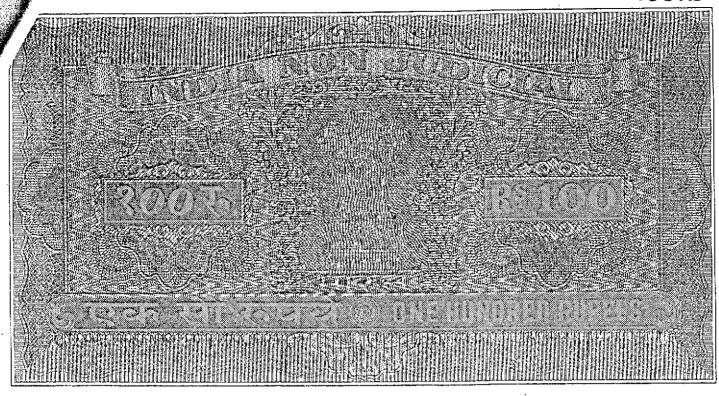
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Developers were required jointly and severally to obtain conversion of the said land, if necessary to be so done and also for the development of the said land into plots inclusive of construction of roads, drainages,

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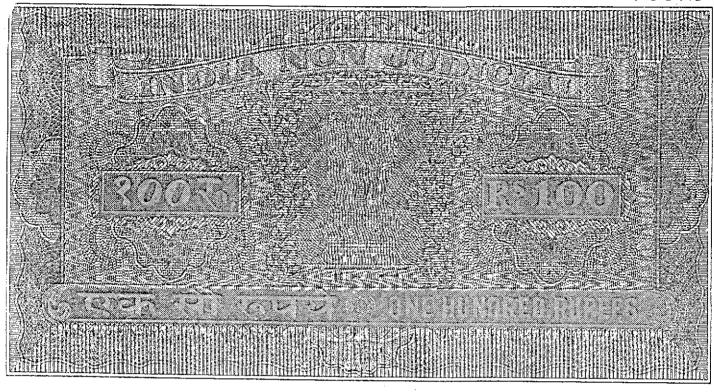
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leaving sufficient land for open space and obtain approval of the sub-division from SGPDA, Margao. The Vendors/Developers have obtained sub-division of the said property into three plots namely plot no. 1, 2 and 3. The plot no. 1 admeasures 890 sq.mts. The SGPDA, Margao, has

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granted No Objection Certificate No. SGPDA/R/249/38/95-96 dated 21/4/95 for the sale of the above plot namely plot no.1 of the said property. The Vendors/Developers have also obtained the Conversion sanad from the



Collectorate, South Goa, Margao, being Conversion Sanad No. SDO/SAL/CONV-354/93 dated 22.9.95.

NOW THIS DEED WITNESSETH:

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a) In pursuance of the said Agreement of Sale dated 25.7.94 and in consideration of sum of Rs. 6,67,500/- (Six Lakhs Sixty Seven Thousand Five Hundred only) paid by the purchasers to the Vendors and Developers in the following manner namely an amount of Rs. 3,75,940/- to the

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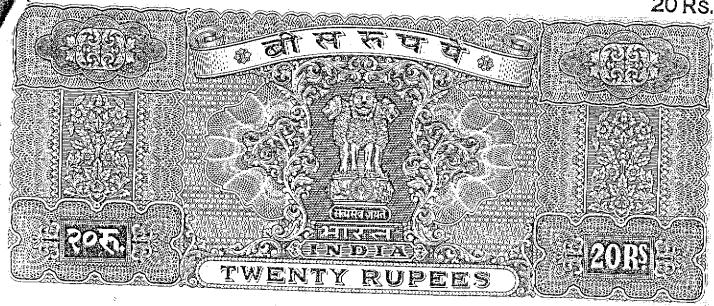


Vendors through the Developers and Rs. 2,91,560/- to the Developers prior to the execution of this deed, the receipts whereof the Vendors and the Developers doth hereby admit and acknowledge and confirm and of and from the same

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every part thereof doth hereby forever and release, and exonerate and discharge the Purchaser forever, they the Vendors do hereby sell, grant, convey, transfer, and assure the Purchasers absolutely forever plot No. I piece of parcel of vacant land Jaban St



1 admeasuring 890 sq.mts. or thereabouts situtated at Aquem Baixo, Margao, Salcete Goa, and more particularly described at Schedule III herein and delinated in red colour boundry line on the plan annexed to the No

Meson 13-02-9+ My Karji Real Espets lut-Hd. Macyard S34487

Certificate issued by SPDA, Margao, together with all and singular Courts, yards, areas, compounds, sewers, ditches, fences, trees, drains, ways paths, passages, common gullies, wells, water, water sources, plants, lights, liberties, privileges, easements,

quasieasements, profits, advantages, rights, members and appurtenances whatsoever to or with the said property Joao Silvalem or any part thereof belonging to or in anywise appurtaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong or to be appurtenant thereto AND ALSO TOGETHER WITH all the deeds documents, writings, vouchers and other evidences or ground of hereditaments of title relating to the said vacant land or any part thereof AND ALL the estates, share right, title, interest, use, inheritance, property, possession, benefits, claims, advantages privileges & demands whatsoever, at law and in equity of the Vendors into out of or upon or against or pertaining to the said prorty Joac Silvalem and every part or parcel thereof TO HAVE AND TO HOLD ALL and singular the said

NO 09 C

39 Don 1847 plot No. 1 Joan Silvalem and every part thereof hereby sold, granted thereof, released conveyed, and assured & intended or expressed so to be with their and every member or their rights and appurtenances unto and to the use and benefits of the Purchasers ABSOLUTELY AND FOREVER AND the Vendor doth hereby put the Purchasers in possession of the said plot of land hereditaments and land described in the Schedule III hereunder written.

AND the Vendors doth hereby for themselves and their executors and administrators Convenant with the Purchasers that NOTWITHSTANDING any act, matter or thing, whatsoever by them the Vendors or any other person or persons lawfully or equitable claiming by from through, under or in trust for them made done committed or knowingly or willingly suffered to the contrary they are Vendors now hath in themselves good right, full powers, clear title and absolute

authority to sell, grant, release, convey and assure that there are no tenants, mundoars or emcumbrances or charges whatsoever and further assure that the said property Joao Silvalem and every part thereof hereby sold, granted, released, conveyed or assured or intended so to unto and to the absolute use of the Purchasers in the manner aforesaid AND it shall be lawful for the Purchaser from time to time and at all time thereafter and quietly to hold, enter upon, have occupy, possess and enjoy all the said property Joao Silvalem and every part thereof hereby sold and granted with their appurtenance and receive the income, issue and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction interruption claim and demand or whatsoever kind and nature from or by the Vendors or any one else lawfully or equitably claiming or to claim by from under or in trust

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for them AND that free and clear and freely and clearly and absolutely acquitted, exonerated. releases and forever discharge or otherwise by Vendors well and sufficiently saved. the defended kept harmless and fully indemnified or and from and against all former and other title, charges and encumbrances estates, made, executed, occassioned whatsoever suffered by the Vendors or by any other person lawfully or equitably claiming or to claim by from under or equitably claiming or to claim by from under or in trust for them the Vendors AND FURTHER that they the Vendors and Call persons having or lawfully or equitably claiming and estate right, title or interest at law of in equity in the said property Joao Silvalem hereby sold granted and or assured or any part thereof by from under or in trust for them the Vendors their heirs, executors and also administrators shall and will from time to

and at all times hereafter at the request and cost of purchasers and execute such further and other lawful acts, deeds, things, matters, conveyance and assurances in the Law whatsoever for the better further and more perfectly effectively granting and vesting of the said property Joac Silvalem hereby sold and granted UNTO and TO THE USE and benefit of the purchasers in the manner aforesaid as shall or may be reasonably required by the purchasers or its Counsels in law.

b) The Vendors have further covenant with the Purchasers as follows:-

i) That they are the absolute owners in possession of the said property and that there are no other co-owners or any other person is having any interest in the said property besides them.

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- ii) That the said land is free from all encumbrances and that there is no mortgage. lien, tenancy or mundcarial rights to any person over the said property, nor any easementry rights in favour of any person.
- iii) That they shall indemnify and continue to idemnify the purchaser at all times in the event of any claim by any other person claiming better title or share in the said property.
- The Vendors will support any application made by the purchaser for mutation of name of the property hereby sold and at cost of the purchasers, and requiring the same to do all that they have to may be required to do for obtaining mutation in favour of the purchasers.
- d) The Developers hereby confirm the above sale, and they forever acquit, release and

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follow sty

discharge the Vendors and the Purchasers forever from any or all liabilities concerning the agreement dates 18.5.93 as far as it relates to plot no. 1 concerning to the property described at Schedule II and/or any other agreement/s concerning the above referred property Joao Silvalem, described at Schedule III now conveyed.

SCHEDULE = I

ALL THAT landed property known as 'JOAO SILVALEM' which consisted of coconut and other trees situated at Aquem of the Village of Navelim Presently within the limits of Village Panchayat of Aquem Baixo, Taluka and SubBistriot of Salcete, District of South Goa, State of Goa, and described in the Land Registration Office, Margao, under No. 33994 of New Series, enrolled in the Revenue Office under No. 299 and bounded on the West by the Property

A family

of Hipolito Camilo Diniz, Elbino D'souza as also by the heirs of Gregorio Mergulhao, on the West by Roque Santan Costa and the said Mergulhao, on the North by the said Hipolito Diniz and the said property of Mergulhao and on the South by Constancio Diniz and the said Hipolito Diniz.

SCHEDULE-II

ALL THAT landed property which is a part of the property described in Schedule I has an area of about 3366 sq.mts. or thereabouts and surveyed as a separate units in the records of City Survey Margao, under Chalta No. 7 to 11 P.T. Sheet No. 290 and is bounded on the East by the property surveyed under Chalta No. 21 to 24 of P.T. Sheet No. 289, on the West by Chalta No. 4 of P.T. Sheet No. 290, on the North by Chalta No. 1 of P.T. Sheet No. 290 and on the South by the property surveyed under Chalta No. P.T. Sheet No. 302.

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SCHEDULE-III

part of the property described at Schedule II above, has a shape of a quadrilateral and has area of 890 mts. admeasuring 26.50 mts. on the East, 21.50 mts. on the West 36.80 mts. on the North & 36.25 mts. on the South. This plot is bounded on the North by property bearing Chalta No. 1 of P.T. Sheet No. 290 and on the South by plot No. 2 of the same property i.e. Chalta No. 7 to 11 of P.T. Sheet No. 290 on the East by 8mts wide public road and on the west by plot bearing Chalta No. 4 of P.T. Sheet No. 290.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year above mentioned.

11 07 5

Signed Sealed and delivered by the within signed Power of Attorney holder for `VENDORS'

Toloaciroly

CRUZITO MILARIO BASCO CAEIRO

Signed Sealed and delivered by the within signed:

KIRAN VASANT NAIK

`DEVELOPERS'

Signed Sealed and delivered by the within signed:

BRAHMANPALLI GURURAJ RAO

Constituted Attorney of Purchasers,

Signed Sealed and delivered by the within signed :

DEVIDAS SADANAND KUDCHADKAR

Constituted Attorney of Purchasers.

In the Presence of :

Witness No. 1.

No. 1

1-Nr Cuzito Hiborio Boolo Caliro, manued, landlard, Soym, No Francisco Kavini Caerio Holder as atteneny grendors no (1) to (3). 2 MS Bharet Construction, office at margao represented by its partner. a My Kiran Vascent Neik, No Vascent V Nauk, a My Kiran Vascent Neik, No Vascent v Nauk, marcial, burnesman No margao. Marcial Estate Port Ital affice at margao represented by its atteny margao represented by its atteny margao represented by its atteny commercial emphase No margao. Commercial emphase No margao. Commercial emphase No margao. Commercial emphase No margao. Commercial emphase No margao.

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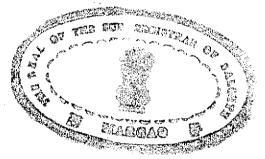
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Dale & Return 14/1/192

