

MARGAS

Received fees for: Rannal

Registration Copying (Polion) Copying endorsements

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DEED OF SALE

THIS DEED OF SALE is made at Margao on this day of September, in the year Nineteen 30th

371 frage 13.02-97 Pys. Karji Roal Estatis let Hd, 53440/-



Hundred and Ninety Seven(1997).

BETWEEN

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



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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Rivord-grad 1302-92 Prof. Kayji Real Exfalts lot. His Rooger of 50440].

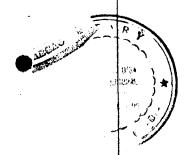
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Siolim, Bardez, Goa, and

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.

Alexander of





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

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Attorney execution on 24/1/85 at Margao Goa before 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

5000Rs.



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 and/or assigns) of the SECOND PART.

AND

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



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its registered office at Anand Bhuvan, Station Road, Margao Goa, represented herein by its Constituted Attorney MR. BRAHMANPALLI GURURAJ RAQ, 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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annexed hereto. Hereinafter referred to as THE PURCHASER' (which expression shall demed 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

property JOAO 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 a Deed of Partition and Gift dated 28/3/49 and registered in the Notorial Office of Dr. Furtado, Shri Joaquim Caetano Monteiro, widower, purchased



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



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 W. Mariob

5000Rs.





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



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



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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7) By an Agreement of Sale executed on 8/5/1993, 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,



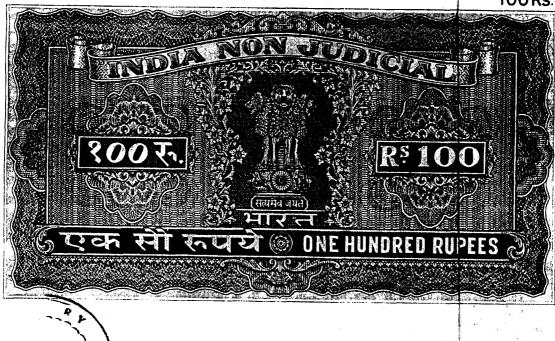
under Chalta No. 7 to 11 of P.T. Sheet No. 290. In pursuance of the said agreement, M/s. Bharat Constructions the Developers herein, agreed to develop the said property into plots and sell the same to the persons of their choice.

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8) By an agreement of Sale executed at Margao on 25.7.94 entered between the Vendors herein, M/s Bharat Constructions the Developers herein and M/s Kayji Real Estate Pvt. Ltd. the purchasers herein, the Vendors and the Developers agreed to

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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

paid an amount Rs. herein Purchaser 1,00,000/- (Rupees One Lakh only) by g) As per the said agreement the total area of plot.

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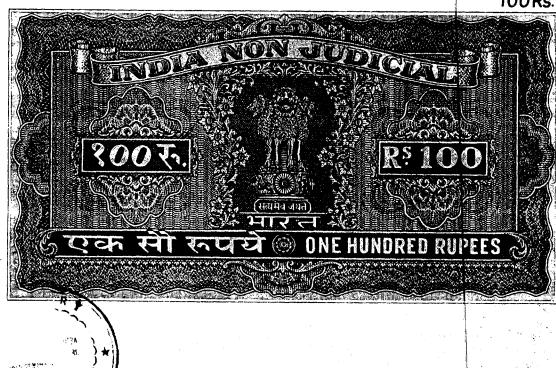
no. 1 was stipulated as 1022 sq.mts. However, at the time of sub-division of the said land into plots, the area of the said plot no.1 was found to be actually 890 sq.mts.

10) As per the said agreement the Vendors and the

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



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



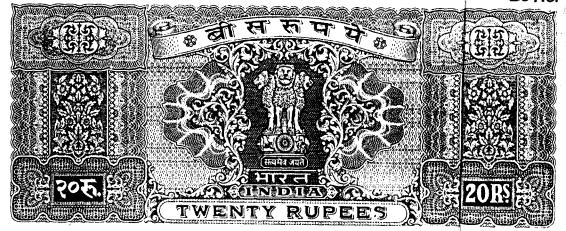
Collectorate, Goa, Margao, being Conversion Sanad No. SDO/SAL/CONV-354/93 dated 22.9.95.

NOW THIS DEED WITNESSETH: Manay 33

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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





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 acquit and release, and exonerate and discharge the Purchaser forever, they the Vendors do hereby sell, grant, convey, transfer, and assure unto the Purchasers absolutely forever all that plot No. 1 piece of parcel of vacant land plot

The Man of



No. 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 the plan annexed to the No Objection

Office of the state of

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Real Extens 14-Hd.

Mayor 534487

RECO. NO.

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

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quasieasements, profits, advantages, imembers and appurtenances whatsoever to or with the said property Joao Silvalem or any part than of belonging to or in anywise appurtaining to for with the same or any part thereof now or 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, benefits, claims, advantages possession, privileges & demands whatsoever, at law and in equity of the Vendors into out of or upon or against or pertaining to the said prorty Joao Silvalem and every part or parcel thereof TO HAVE AND TO HOLD ALL and singular the said

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plot No. 1 'Joao Silvalem' and every thereof hereby sold, granted thereof, released conveyed, and assured & intended or expressed so to be with their and every member ϕr their rights and appurtenances unto and to the use and benefits of the Purchasers ABSOLUTELY FOREVER AND the Vendor doth hereby 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

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authority to sell, grant, release, convey assure that there are no tenants, mundoars or embumbrances or charges whatsoever and further assure that the said property Joao Silvalem and part thereof hereby sold, every released, conveyed or assured or intended so unto and to the absolute use of Purchasers in the manner aforesaid AND it shall be lawful for the Purchaser from time to time and quietly to and at all time thereafter 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 clearly and absolutely acquitted, exonerated, releases and forever discharge or otherwise by the Vendors well and sufficiently defended kept harmless and fully indemnified or and from and against all former and other estates, title, charges and encumbrances whatsoever made, executed, occassioned 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 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 and also their heirs. executors and administrators shall and will from time to time

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t 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 Joao Silvalem hereby sold and granted UNTO and TO THE USE and benefit of purchasers in the manner aforesaid as shall or may be reasonably required by the purchasers or its Counsels in law.

anne Langer CONTRACT 6 56 t 96

> The Vendors have furhter covenant with the b) 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.

- 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.
- c) 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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from any or all liabilities concerning the agreement dates 18.5.93 as far as it relates to plot no. I 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 Sub-District 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

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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

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 cast 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.

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of an way

SCHEDULE -III

ALL THAT land known as Plot No. 1 which is a part of the property described at Schedule II bove, has a shape of a quadrilateral and has a ea 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.

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JUNEAU

G#804 ·

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

CRUZITO MILARIO BASCO CAEIRO

Signed Sealed and delivered by the within signed:

'DEVELOPERS'

Signed Sealed and delivered by the within signed:

BRAHMANPALLI GURURAJ

KIRAN VASANT

NAIK

Constituted Attorney Purchasers.

Signed Sealed and delivered by the within signed :

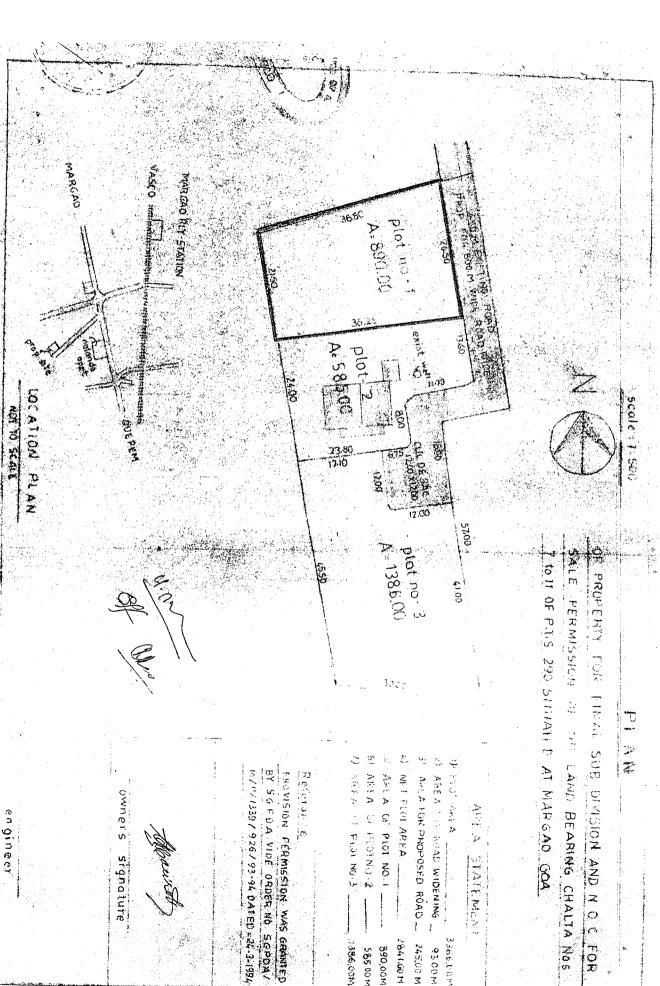
DEVIDAS SADANAND KUDCHADKAR

constituted Attorney of Purchasers.

In the Presence of :

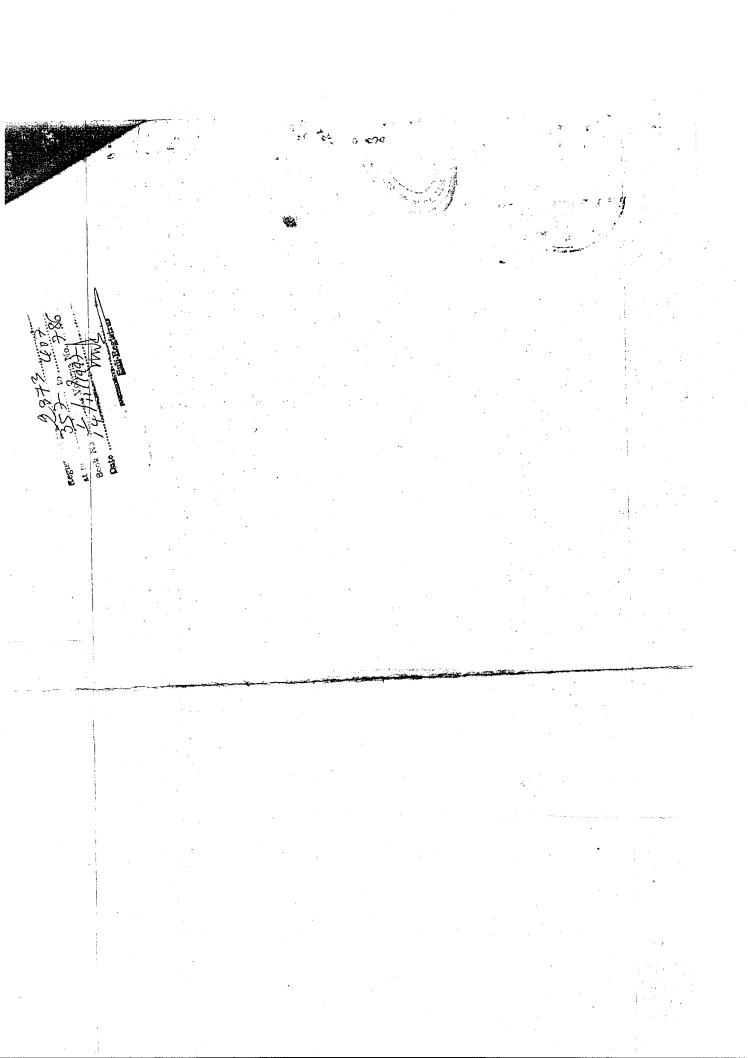
Witness No. 1

No. 3



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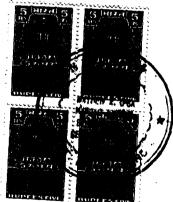
1-Mr. Cuzita Hilario Boolo Caliro, married, Londord, Soyn, No Francisco Valui Caeria Ho Welim as attaining grenders no. (1) to (3). 2-MS Bharat Cons represented by its Natic, of Vasont 3-MS Kay & Real Estate sepresented by its alto Mr. Brahmanfalli Gunnaf Rac, 8/10 Pommere d'emplagee so margos. PMr. Devi dus 8. Kudchadkar major, 10 Cuchorem. Executing hands procution of the so called Sale seed Cruza Attilesio bosco Caure Clint Course

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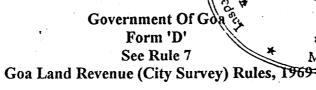
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Page: 1

Property Card Of Margao City

Date: 22/07/2004

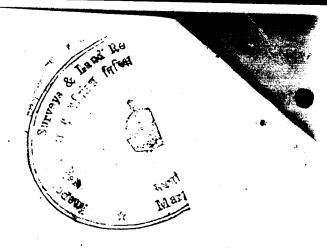
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Easements		Nil		ø					
				1					
Holders in (so far as tr		of the title		_					
) MARIA	ESPERA	NCA MONTEIRO)]	· · · · · · · · · · · · · · · · · · ·					
Lessee -		Nil							
Other Encu	ımbrances	s- Nil	•		•••				
Other Rem	arks -	Nil							
Mutation -									
Date	Mut. No.	Transaction Vol. No.		Now Holder (H), Lessee (L) or Attestation Encumbrance (E)					
12-12-1997	72 5	Sale Deed		[MANGESH S. BRAHME]					
09-06 -20 03	1234	Sale Deed M/S. KAYJI REAL ESTATE PVT. LTD.							

* End Of Report ***

Surveys and Land nspector

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Margao - Gos



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22-7-07.



Government Of Goa Form 'D' See Rule 7

Goa Land Revenue (City Survey) Rules, 1969

Page: 1

Date:23/07/2004

Property Card Of Margao City

Category Particulars of assesment or Tenure Area rent paid to Government and when due for revision Ha.Ars.Sq.Mtrs. 00.00.25 P.T.S. No. 290 Private Chalta No. 8 Nil Easements -Holders in the origin of the title (so far as traced) -[a) MARIA ESPERANCA MONTEIRO] Nil Lessee -Nil Other Encumbrances -Nil Other Remarks -Mutation -Attestation Now Holder (H), Lessee (L) or Mut. No. Transaction Encumbrance (E) Vol. No.

*** End Of Report ***

Sale Deed

12-11-1997 725

MANGESH S. BRAHME

inspector 6

Ricords (City Survey) Margao - Goa

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Government Of Goa Form 'D' See Rule 7

Goa Land Revenue (City Survey) Rules, 1969

Page: 1

Date:23/07/2004

Property Card Of Margao City

Area

Tenure

Particulars of assesment or rent paid to Government

Category

P.T.S. No. 290 Chalta No. 9

Ha.Ars.Sq.Mtrs.* 00.00.64

and when due for revision

Private

Easements -

Nil

Holders in the origin of the title (so far as traced) -

[a) MARIA ESPERANCA MONTEIRO]

Lessee -

Nil

Other Encumbrances -

Nil

Other Remarks -

Nil

Mutation -

Date

Mut. No. Transaction Vol. No.

Now Holder (H), Lessee (L) or Encumbrance (E)

Attestation

12-11-1997 725

Sale Deed

MANGESH S. BRAHME

*** End Of Report ***

inspector of Surveys and Land

Records (City Survey)

Margao - Gos

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Government Of Goa Form 'D' See Rule 7 Goa Land Revenue (City Survey) Rules, 1969

Property Card Of Margao City

Page: 1

Date: 23/07/2004

	Area	Tenure	Particulars of assesmen rent paid to Governmen		Category	
P.T.S. No. 290 Chalta No. 10	Ha.Ars.Sq.M 00.00.11	r s.	and when due for revisi	on	Private	
Easements -	Nil		د	•		
	<u> </u>		13			•
Holders in the origin of (so far as traced) -	of the title					•
[a) MARIA ESPERAN	NCA MONTEIR	D]				•
Lessee -	Nil					
				•		
Other Encumbrances	- Nil					•
Other Remarks -	Nil					
Mutation -						
	Transaction Vol. No.		Now Holder (H), Lessed Encumbrance (E)	: (L) or		Attestation

*** End Of Report ***

Sale Deed

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Inspector of Surveys and Lang

(City Survey)

MANGESH S. BRAHME

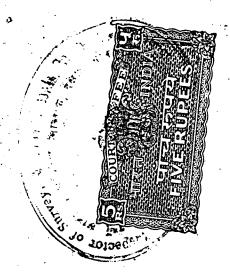
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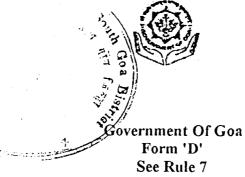
MALS CO.

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Goa Land Revenue (City Survey) Rules, 1969

Page: 1

Property Card Of Margao City Date: 22/07/2004 Area . Tenure Particulars of assesment or Category rent paid to Government Ha.Ars.Sq.Mtrs. and when due for revision P.T.S. No. 290 00.32.62 Chalta No. 11 Private Easements -Nil Holders in the origin of the title (so far as traced) a) MARIA ESPERANCA MONTEIRO Lessee -Nil Other Encumbrances -Nil Other Remarks -Nil Mutation -Date Mut. No. Transaction Now Holder (H), Lessee (L) or Attestation Vol. No. Encumbrance (E) 12-12-1997 725 Sale Deed MANGESH S. BRAHME 09-06-2003 1234 Sale Deed M/S. KAYJI REAL ESTATE PVT. LTD.

*** End Of Report ***

Inspector

Margao - Goa