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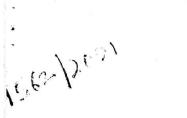
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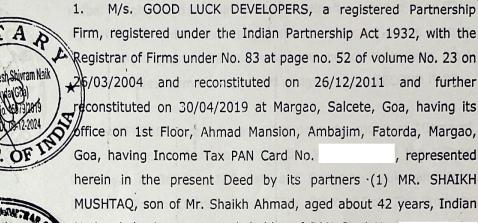
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DEED OF SALE

THIS DEED OF SALE is made and executed at Ponda Goa, on this 5th day of the month of November of the year 2021 (05/11/2021)

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#### BETWEEN



National, business, married, holder of PAN Card No. and (2) MR. SHAIKH ISMAIL, and Aadhar Card No. son of Mr. Shaikh Ahmad, aged about 40 years, Indian National, married, business, holder of PAN Card No. and Aadhar Card No. ', both partners residing at Gogol, Margao, Goa hereinafter referred to as "THE VENDORS" (which expression, unless repugnant to the context or meaning thereof, be deemed to mean and include its Partners for time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of last survivor of them and their permitted assigns, their heirs, executors, administrators and permitted assigns) of the FIRST PART;

AND

SHRI SUNDER SHIVA PRABHUDESAI, son of Shri Shiva (2) Prabhudesai, age 48 years, married, Indian National, business,

, represented

holder of PAN Card No. and Aadhar Card no.

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(3) SMT SWATI SUNDER PRABHUDESAI, wife of Sunder Prabhudesai, age 43 years, married, Indian National, business, holder of PAN Card No. and Aadhar Card no. , and R/o H. No. 370, "Shiv Krupa Niwas, Near Kelbai temple, Curti, Ponda-Goa and hereinafter referred to as "THE PURCHASERS" (which expression, unless repugnant to the context or meaning thereof, shall also mean and include their heirs, legal representatives, administrators and assigns) of the SECOND PART.

WHEREAS there exist a landed property known as "Cazrachi Add", situated at Bethora, within the jurisdiction of the Village Panchayat of Bethora, Nirankala and Conxem, Taluka and sub-District of Ponda ,District of South Goa, State of Goa. This Property is hereinafter referred to as the said entire property is more fully described in SCHEDULE-I.

AND WHEREAS the said entire property as a whole is described in the Land Registration office of Ilhas under No.2039 at folios 128 of Books B-24 (old) excluding the residential house with orchard and the said property is inscribed under No.15572 in favour of Gopal Hari Vaidya.

AND WHEREAS the said entire property 'Cazrachi Add' has during the survey conducted by the Directorate of Land Survey been surveyed under various survey numbers namely 151/1, 144/1, 162/1, 156/1, 153/1, 157/1, and 157/2, 155/2, 158/2, 159/1, 155/1 of Bethora village.

AND WHEREAS the said entire property was originally a property belonging to the joint family of Sociedade Familier of Vaidyas. The said joint family came to be dissolved in the year







1940 when inventory proceedings were initiated upon the death of Pandurang Ramchandra Vaidya and others for the partitioning of the assets of the joint family.

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AND WHEREAS the said entire property was listed in the list of assets in the said inventory proceedings under item No. 124 and by final judgment dated 14/02/1942 which was passed in the said inventory proceedings the said entire property was partitioned among the co-owners.

AND WHEREAS in the said inventory proceedings, 1/4th part of the said entire property was allotted to Shri. Shridhar Gopal Vaidya. Thus the 1/4th part came to be owned and possessed by Shri. Shridhar Gopal Vaidya and his wife Smt. Savitribai Shridhar Vaidya. This 1/4th Portion of the said entire property has been inscribed in the name of Shridhar Gopal Vaidya under No. 15575 in the year 1943.

AND WHEREAS said Shridhar Gopal Vaidya expired on 16/08/1974 at Keri Ponda leaving behind his widow Smt. Savitribai Sridhar Vaidya and one daughter by name Smt. Anuradha Sridhar Vaidya married to Shri. Sharachandra G. Bhagwat.

AND WHEREAS subsequently, said Anuradha Sharadchandra Bhagwat also expired leaving behind her as her moiety share holder her husband Shri. Sharadhchandra G. Bhagwat and leaving behind her as her sole and universal successors her children namely (i) Shekhar Sharadchandra Bhagwat, unmarried (ii) Shashank Sharadchandra, Bhagwat married to Smt. Rajashree Shashank Bhagwat (iii) Shri. Shrish Sharadchandra G. Bhagwat married to Smt. Bhagyashri Shirish Bhagwat.

AND WHEREAS though late Sridhar Gopal Vaidhya was allotted 1/4th share in the said entire property Cazrachi Add, the

said entire property remained joint and common as 1/4th share each in the said entire property was allotted to Sriniwas Gopal Vaidya, Hari Gopal Vaidya and Anant Gopal Vaidya.

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AND WHEREAS Smt. Savitribal Shridhar Vaidya along with the other co-owners Smt. Sushilabhai Hari Vaidya filed a civil suit against the other co-owners of the property in the court of Civil Judge Senior Division at Ponda for the partition of the said entire property which suit was registered as special civil suit No. 29/1979, and in the said civil suit, the preliminary decree was passed on 21/06/1980 and accordingly commissioner was appointed for partitioning of the said property. On the basis of Commissioner's report, the final decree was passed on 31/10/1989 in the said civil suit. Thereafter as per the final decree the allotment of plots were done on 10/11/1993.

AND WHEREAS on the basis of the said allotment of plots done by the civil court, Smt. Savitribai Shridhar Vaidya along with the others applied to the Deputy Collector, Ponda, for carrying out necessary changes in the survey records and allotment of separate survey numbers but the said proceedings were challenged by one of the co-owners Ramchandra Srinivas Vaidya and his brother before the Additional Collector, Panjim being case No. LRC/AC/APL/2/95 and the proceedings before the Deputy Collector was consequently stayed.

AND WHEREAS one Smt. Meenaxi Uday Vaidya, wife of Uday Srinivas Vaidya, i.e. one of the co-owners of the said property filed a civil suit No. 47/95/A in the court of Civil Judge Senior Division at Ponda challenging the Preliminary decree, final decree and allotment of plots made there under in special civil suit No. 29/1979 and obtained stay on further proceedings. After considerable efforts a compromise was arrived at between the co-owners of the said property Cazrachi Add and accordingly compromise terms were filed

in the civil suit No. 47/95/A on 11/01/2001 along with the plan of partition and accordingly consent decree was passed on 17/07/2001 and preliminary decree, final decree and allotment made in special civil suit being No. 29/1979 were set aside and fresh allotments of plots were made to each groups of the co-owners.

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AND WHEREAS on the basis of the consent decree dated 17/07/2001 and on the basis of specific portions allotted to the each group of co-owners, the co-owners jointly applied for carrying out necessary changes in the survey records and to carry out mutation and after carrying out such changes in the survey records Smt. Savitribai Shridhar Vaidya, Shri. Sharadchandra G. Bhagwat and the children left behind by his deceased wife Smt. Anuradha haradchandra Bhagwat were allotted the land surveyed under No. 153/1-B, admeasuring 14303 sq. mtrs., land surveyed under No. 156/1-E admeasuring 1125 sq. mtrs. and land surveyed No. 16/1-B admeasuring 66700 sq. mtrs. The portion of the land allotted to Smt. Savitribai Shridhar Vaidya, Shri. Sharadchandra G. Bhagwat and the children left behind by his deceased wife Smt. Anuradha Sharadchandra G. Bhagwat is hereinafter referred to as the said land.

AND WHEREAS the said Smt. Savitribal Shridhar Vaidya along with the other aforesaid owners have by virtue of the Sale Deed dated 20/08/2002 sold the portion of the said land to Smt. Sharmila Satish Tendulkar. The said portion which has been sold to Sharmila S. Tendulkar admeasuring 6891.00 sq.mts and the same forms part of the land surveyed under No.156/1-B (old survey No. 156/1) this sale Deed is registered before the sub-registrar of Ponda under No. 1205 at pages 288 to 301 of Book I volume 621 dated 26/08/2002.



AND WHEREAS M/s Good Luck Developers i.e. the VENDORS have purchased from the owners namely from Smt. Savitribai Shridhar Vaidya and others a portion admeasuring an area 75,237 square meters bearing Survey No. 153/1-B, 156/1-B and 156/1-E from the said land vide Deed of Sale dated 10/07/2006 which was duly registered in the office of the Sub-registrar of Ponda at registration No. 1246 at pages 1 to 45, Book No. I, Vol. No. 985, dated 26/07/2006.

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AND WHEREAS pursuant to the execution of the sale deed dt. 10/07/2006 the VENDORS are selling a portion admeasuring an area of 3900 sq. mts from the survey number 153/1-B. The Portion of the said Land which is being sold by the VENDORS is hereinafter referred to as "THE SAID PROPERTY" and more particularly described in SCHEDULE-II herein under appearing.

AND WHEREAS the PURCHASERS herein have approached the VENDORS to purchase Plot No. 10 admeasuring 3900 sq mts. and the VENDORS have agreed to sell the said plot to the PURCHASER for a total consideration of Rs. 3,23,70,000/- (Rupees Three Crore Twenty Three lakh Seventy thousand only) being the market value and necessary stamp duty is paid herewith.

AND WHEREAS the PURCHASERS along with the VENDORS have now agreed to execute the DEED OF SALE in respect of the said plot.

AND WHEREAS the PURCHASERS have inspected the title documents pertaining to the said property and the PURCHASERS have also inspected all the development permissions. The PURCHASERS are fully satisfied with the title of the VENDORS to the said Property and the PURCHASERS are also fully satisfied that the VENDORS have right to develop the said property.



AND WHEREAS the PURCHASERS have along with their experts inspected the plots along with all the amenities provided therein and more specifically the PURCHASERS have inspected the Plot No. 10 which the PURCHASERS have agreed to purchase from the VENDORS. The PURCHASERS are fully satisfied with the quality of work and the PURCHASERS have expressed complete satisfaction that the VENDORS have an absolute right to sell the said plot forming part of the said property.

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AND WHEREAS the PURCHASERS have now requested the VENDORS to sell to them the PLOT NO. 10 on 'as is where is basis', and the PURCHASERS have requested the VENDORS to execute in their favour the sale deed of the said plot and hereinafter referred to as "THE SAID PLOT" and the said Plot No. 10 is more particularly described in the Schedule-III hereinafter appearing.

### NOW THIS DEED WITNESSES AS UNDER :-

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In pursuance of the said Agreement and in consideration of the sum of Rs. 3,23,70,000/- (Rupees Three Crore Twenty Three lakh Seventy thousand only) paid by the Purchasers to the Vendors i.e. Rs. 50,00,000/- (Rupees Fifty lakh only) vide cheque no. 099214 dated 25/06/2020 drawn on Bank of India, Ponda branch, Rs. 25,00,000/- (Rupees Twenty Five lakh only) vide cheque no. 099218 dated 02/12/2020 drawn on Bank of India, Ponda branch and Rs. 2,48,70,000/- (Rupees Two Crore Forty Eight lakh Seventy thousand only) by NEFT from Bank of India, Ponda branch to Bank of India, Margao branch the receipt of which amount the Vendors do hereby admit, acknowledge, acquit and discharge the Purchasers from the same and from every part of it, the Vendors having received their consideration for the said plot no. 10 admeasuring 3900 sq. mtrs. surveyed under No. 153/1-B of village Bethora, forming part of the property known as "CAZRACHI ADD" also named as "Kolya Khali" admeasuring 14,303 sq. mts. situated at Bethora, within the jurisdiction of Village Panchayat of Bethora-

Nirancal and Conxem-Codar, Taluka and sub district of Ponda, District of South Goa (prior to the notification No. 8-17-2015-LD(Estt)917 dated 29/04/2015 was in the North District), State of Goa, which property as a whole is described in the Land Registration Office of Ilhas under No. 2039 at folios 128 of Book B-24 (old) described in SCHEDULE-III together with all the profits, advantages, right, interest, use, possession, benefits, claim, demand, easements, privileges and appurtenances, hereby conveyed TO HAVE AND TO HOLD the same unto and to the use and benefits of the Purchasers absolutely and forever.

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The Vendors do hereby covenant with the Purchasers that not 2. withstanding any act, deed, matters or things whatsoever done by the Vendors or by any person or person lawfully or equitably claiming from under or in trust for them made done omitted or executed knowingly or willingly suffered to the contrary the Vendors now have in them, good right and assure the said Plot unto and to the Purchasers in the manner aforesaid and it shall be lawful to the Purchasers from time to time to hold, possess, own and enjoy the said Plot and the right to use the plans, approvals, licenses etc hereby granted with the appurtenance and to receive the rents and profits for their own use and benefit without any lawful eviction interrupted claim or demand whatsoever by the Vendors or from by any other person or person lawfully or equitably claiming by from under or in trust for the Vendors and that free and clear and freely and clearly and absolutely quitted, exonerated, released and forever discharged or otherwise by the Vendors sufficiently saved kept harmless and indemnified of, from and against all estate charge and encumbrances whatsoever either already or to be hereafter had made executed occasioned and suffered by the Vendors or by any other person or lawfully or equitably claiming any estate right title or interest at law or in equity in the said Plot hereby granted or any part thereof by, from or under or in trust for them.

A

th Shivram Hail

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3. The Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and execute all such further and other lawful and reasonable acts, deeds and things matters and assurances in law whatsoever for better and more perfectly assuring the said Plot alongwith the licenses, permissions, approvals etc. hereby granted to and unto the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

4. The Vendors do hereby covenant with the Purchasers that the Vendors have not done, committed, omitted or knowingly or willingly suffered or been a privy or privy to any act, deed or thing whereby the Vendors are prevented from granting and conveying the said Plot in the manner aforesaid and is or can or may be charged, encumbered of prejudicially effected in estate title or otherwise whatsoever.

5. The Vendors further covenant with the Purchasers that the said Plot hereby sold is free from tenants, mundcars or obligation therein and if for any defect in the title of the Vendors, the Purchasers are deprived of the said Plot or any part thereof then the Vendors do hereby undertake to indemnify fully the Purchasers.

6. The Vendors further declare that their right to the said Plot hereby sold subsist and the same is free from any other nature and further gives their no objection to transfer the said Plot in the name of the Purchasers in the survey records of the Village Panchayat of Bethora.

7. That it is represented by the Vendors that the Vendors have not obtained any loan or financial assistance from any banks/ financial institution against the security of the said Plot and have not created any charge or mortgage in respect of the said Plot and

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the said Plot is absolutely free from any encumbrances or charges or debt.

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8. The Purchasers shall be the owner of the said Plot and all the agreements for sale or otherwise executed by the Vendors in favour of the Purchasers shall be deemed to have been fully and finally performed and subject to what is provided above their ownership will be heritable and transferable.

## SCHEDULE - I

(Description of the entire property)

ALL that landed property named CAZRACHI ADD, situated at Bethora within the Village Panchayat of Bethora, Nirancal and Conxem, Taluka and Sub – District of Ponda and District of South Goa (prior to the notification No. 8-17-2015-LD(Estt)917 dated 29/04/2015 was in the North District), State of Goa and described in the Land Registration Office of IIhas under No. 2039 at folios 128 of Book B-24 (old) excluding the residential house with orchard existing therein and inscribed under No.15572 and not enrolled in the Taluka Revenue Matriz records bounded as follows:-

EAST: By the ditch Binddeantil Vally and by public road

WEST: By public road which leads to Borim and by the paddy field without any name of Joao Antonio de Aguiar

NORTH: By spilling water of the hill and consisting of seven pieces Cazur, Zorxete, Divanxete, Catric, Ornem, Santicungueo and Bardessachi Bandurli

SOUTH:

GO

 By the slope of hill and by the property named Ucoldega of Pandurang Ramchandra Vaidya

### SCHEDULE - II

(Description of the said property which has been developed by the VENDORS)

ALL THAT portion of the property known as "CAZRACHI ADD" also named as "Kolya Khali" admeasuring 14,303 Sq. Mts. situated at Bethora, within the jurisdiction of Village Panchayat of Bethora-Nirancal and Conxem-Codar, Taluka and sub district of Ponda, District of South Goa (prior to the notification No.8-17-2015-LD(Estt)917 dated 29/04/2015 was in the North District), State of Goa, which property as a whole is described in the Land Registration Office of IIhas under No.2039 at folios 128 of Book B-24 (old). This portion of property under Survey No.153/1-B, admeasuring an area 14,303 Sq. Mts. and is bounded as follows:

12

WEST: NORTH:

EAST:

T

By the land surveyed under no. 153/1-C and 153/1-A. By internal public road.

: By internal public road and land surveyed under No. 153/1-A.

SOUTH:

By the land surveyed under Survey No.151/1-A and 152/3.

#### SCHEDULE-III

(Description of the Plot hereby sold)

All that Plot No. 10 admeasuring 3900 sq. mtrs. formed after subdivision of a portion of the property described in Schedule-II herein above, which portion of the property is surveyed in the record of rights of Bethora Village under survey No. 153/1-B. The said plot is bounded as under:-

North: By Plot no. 9 and partly by road of the aforesaid survey number;

South: By property bearing survey no. 153/1-C;

East: By Open Space;

West: By property bearing survey no. 151.

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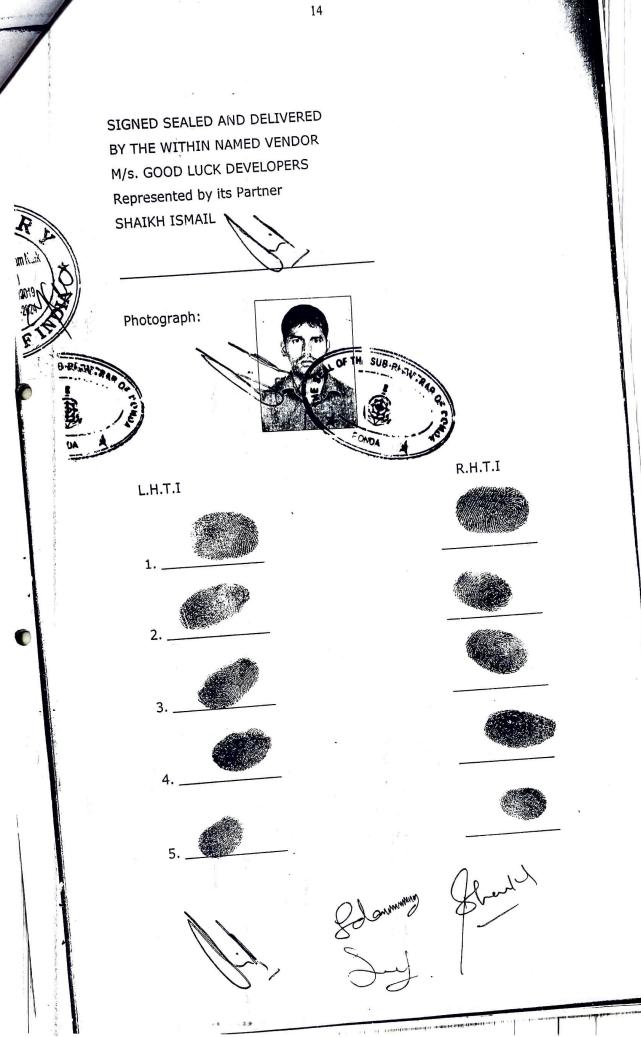
IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day and year first hereinabove written.

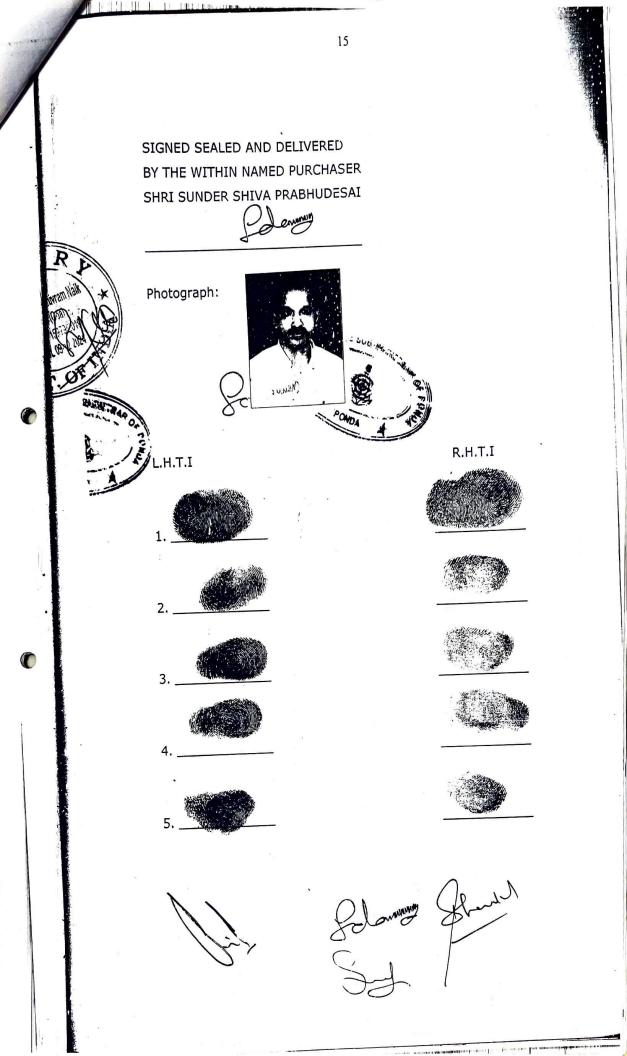
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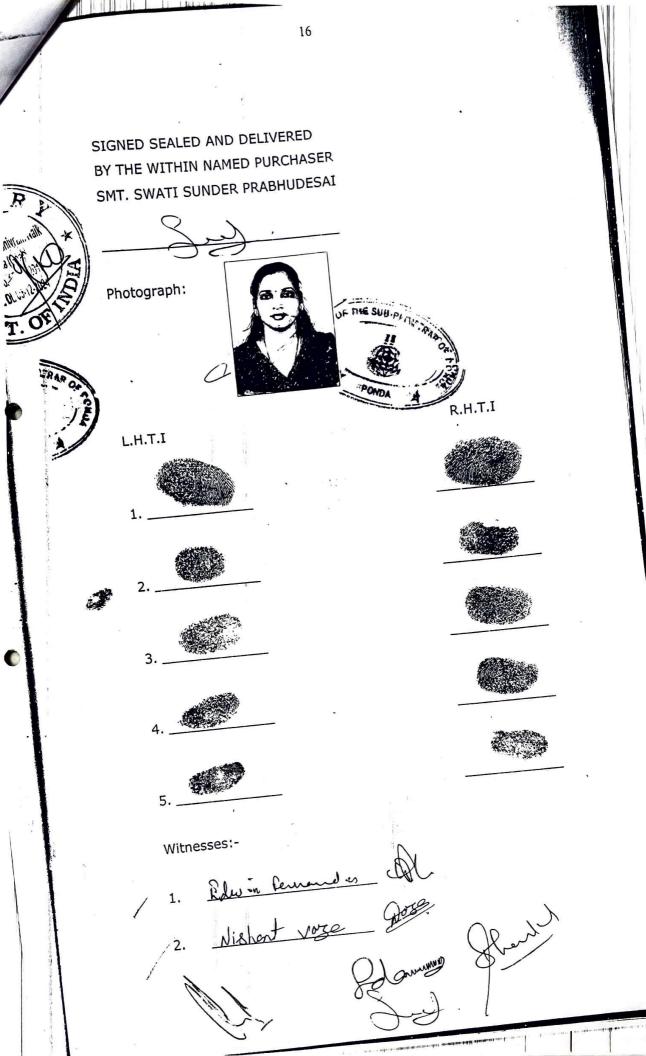
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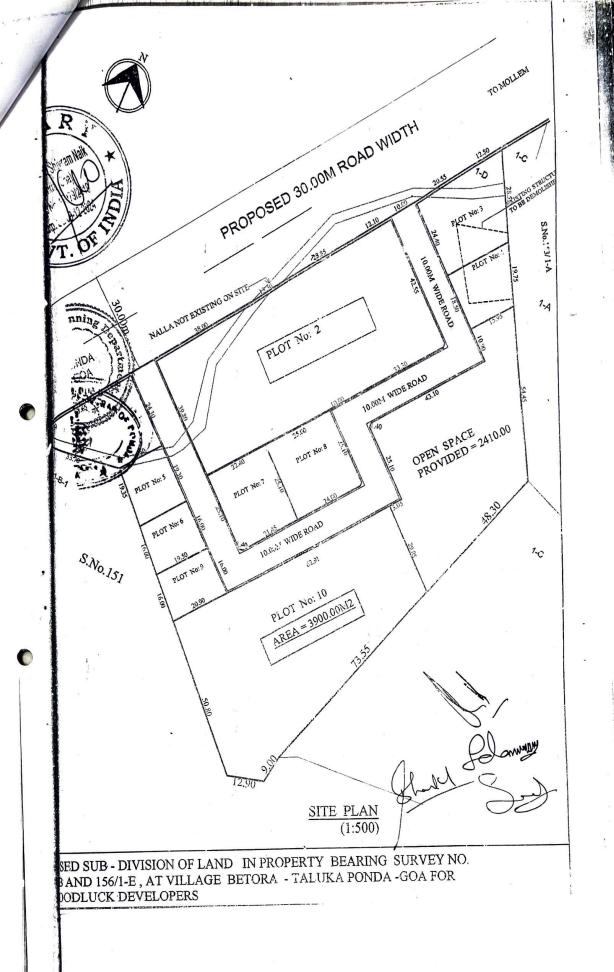
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SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED VENDOR M/s. GOOD LUCK DEVELOPERS Represented by its Partner SHAIKH MUSHTAQ N Photograph: STHE SUR L.H.T.I 1. 2. 3. 5.











### **Government of Goa**

# Document Registration Summary 2

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

Print Date & Time : - 05-Nov-2021 12:58:20 pm

Document Serial Number :- 2021-PON-1562

Presented at 12:42:25 pm on 05-Nov-2021 in the office of the Office of the Civil Registrar-cum-Sub ar Ponda along with fees paid as follows

Redistrar, Ponda along	Rs.Ps		
Sr.No	Description	1456700	
Kall X	Stamp Duty	971100	
100-1	Registration Fee		
M TT	Mutation Fees	2500	
TA3		920	
4	Processing Fee	2431220	
AT I	Total		

p Duty Required :1456700/-

Stamp Duty Paid : 1456700/-

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Sr.NO	Party Name and Address	Photo	Thans	
1	Sunder Shiva Prabhudesai ,Father Name:Shiva Prabhudesai,Age: 48, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H. No. 370, Shiv Krupa Niwas, Near Kelbai temple, Curti, Ponda-Goa, Address2 - , PAN No.:			Stower

Execut	ter	Dhata	Thumb	Signature
Sr.NO	Party Name and Address	Photo	Thans	
	Shaikh Mushtaq Partner Of Ms Good Luck Developers , Father Name:Shaikh Ahmad, Age: 42, Marital Status: ,Gender:Male,Occupation: Business, Gogol, Margao Goa,			frent
2	PAN No.: Shaikh Ismail Partner Of Ms Good Luck Developers , Father Name:Shaikh Ahmad, Age: 40, Marital Status: ,Gender:Male,Occupation: Business, Gogol Margao Goa, PAN No.: J			

				p	- 11	Photo	Thumb	Signature	
3	Sunder Shi	Prabhudes us: Married ,G . 370, Shiv Kru	sai , Fatho ai, Age: 4 Sender:Ma	<b>er Name:Shiva</b> 8, ale, <b>Occupatio</b> , Near Kelbai te	n:			8 Donnand	
4	Swati Sunder I Marital Stat Business, H. N	Prabhudesai Ag us: Married ,G Io. 370, Shiv K	e: 43, Gender:Fe rupa Niwa Ponda-Goa	emale, <b>Occupat</b> s, Near Kelbai	ion:			~~)	- <
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Ĩ.	Married , A	Address:40340 Cruz, Ponda,	Ponda, So	uthGoa, Goa	5	÷	erial Numb	Sub Regis OUB - REGIS PONDA er :- 2021-PON	TRAB
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