MKGSB CO-OP. BANK LTD

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

D-5/STP(V)/C.R./35/8/2006-RD(PART)

भारत 01616 NON JUDICIAL म वि भारत 195886 JUN 30 2010

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Serial No. 159510
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Sub-Country of Ponda, 605
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NKESE 60-OP BANK LTD. Penda, Goa Branch Micer / Manager

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

D-5/STP(V)/C.R./35/8/2006-RD(PART)

भारत 01633 NON JUDICIAL गोवा क्रिके 175885 'JUL 03 2010 zero zero zero three zero zero zero 18:55 Rs 0003000/- PB6651

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THIS INDENTURE, made and entered on this 3<sup>rd</sup> day of July in



the year two thousand ten (03/07/2010), within the registration Sub District and Taluka Ponda District of North Goa, State of Goa, BETWEEN (1) SHRI. PRAMOD VAIKUNTH GHODE, son of late Vaikunth Ghode, major, married, aged about 62 years, occupation business, PAN No. and his wife (2) SMT. JEEVAN PRAMOD GHODE, daughter of late Jagannath P. Kamat Bambolkar, major, married, aged about 60 years, housewife, PAN No. both Indian Nationals, residing at Margao – Goa and hereinafter referred to as THE VENDORS (which expression shall unless repugnant to the context or meaning thereof, include their heirs, executors, administrators and assigns) OF THE ONE PART.

#### **AND**

(3) SHRI. MULLA ABDUL MUNAF, son of Abubakar Daud Mulla, major, married, aged about 38 years, occupation business, PAN No. Indian National, resident of H.No.83, Haveli, Curti, Ponda – Goa, hereinafter referred to as THE PURCHASER (which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors, administrators and assigns) OF THE OTHER PART.

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(4) SHRI. VENKATNARAYANAN PAPSHETTY, son of Laxman Papshetty, major, aged about 40 years, businessman, Indian national, residing at Curti, Ponda, Goa and hereinafter referred to as THE DEVELOPER (which expression shall, unless repugnant to the context or meaning thereof, include their heirs executors, administrators and assigns) OF THE THIRD PART.

WHEREAS M/s. Matches Goa Private Limited, a company registered under the companies Act 1956 owned and seized and was possessed of and otherwise well and sufficiently entitled to the piece of land known as Ubirbaga and also known as "Zingrimollo" and also as "Bonbo" and bearing land registration no.1012 of Book B-12 (old) of the land registration office at Ilhas and bearing matriz no.719 of the taluka revenue office at Ponda and bounded on the East by rain water way adjoining the property of Jivaji Kundaikar, West by property Shapur of Mulla Mohamad, North boundary of ward Collem of Curti village and South by water way adjoining the property Borod of Mirza Raimod situate in village Curti, taluka Ponda then within the Municipal limits of Ponda, registration Sub District and Taluka Ponda, District of North Goa, State of Goa.

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AND WHEREAS in terms of a deed of partnership, dated 4<sup>th</sup> January 1977, said M/s Matches Goa Private Limited, M/s. Subray and Company Pvt. Ltd., Shri Ramdas Sarvottam Mallya, Shri. Prakash Ghode, Smt. Radhabai Ghode, Smt. Ramabai Ghode, Shri Bhalchandra Shetye and Shri Kamlakant N. Shetye constituted a partnership firm in the name and style of M/s Ponda Real Estate Agencies with its office at Ponda, wherein said M/s. Matches Goa Pvt. Ltd. contributed a part of the said land 'Zingrimollo' as its capital.

AND WHEREAS in terms of a deed of dissolution, dated 31<sup>st</sup> May 1978, and presented under no.238/1978 in office of Sub-Registrar Ponda on 20.06.1978 and the said firm M/s. Ponda Real Estate Agencies was dissolved and in terms of the said deed of dissolution said Smt. Radhabai Vaikunth Ghode as its partner, was allotted several portions plots being plots G1, G2, G3 and G4 described at items (i) (ii) (iii) and (iv) in schedule I written hereunder and forming part of said land described hereinabove, towards her share to be passed and enjoyed as it absolute owner.

AND WHEREAS the said plot G1 after the survey is also renumbered as survey no.4/1 of village Curti, taluka Ponda.

AND WHEREAS said Smt. Radhabai expired leaving behind her the vendors and other children as her heirs / legal representatives

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and in terms of an allotment made in inventory proceedings no.41/2006/A of the Court of the Civil Judge, Senior Division at Margao, the said plot G1, which was listed at item no. II in the list of assets, was allotted to the vendors herein.

AND WHEREAS pursuant to an agreement between the vendors and the developer, the vendors had agreed to sell to the developer the said plot no.G1 more particularly described at item no.1 in schedule I written hereunder in its entirety.

AND WHEREAS the developer is desirous of selling the said plot G1 by dividing the same into smaller plots and accordingly the developer has demarcated the said plot G1 into smaller plots however no sub division approval thereof has been obtained.

AND WHEREAS the developer has offered to sell the smaller plots to any third party on as is where is bases, and has requested the vendors to execute the requisite deed of sale of the respective smaller plots to purchaser.

AND WHEREAS pursuant to an agreement between the parties hereto and pursuant to the request of the developer, the vendors have agreed to sell and the purchaser five of such smaller plots demarcated by the developer, being plot no.3, 4, 5, 6, 7 and more

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particularly described in schedule II written hereunder and hereinafter called as THE SAID PLOTS at/for a total price consideration of Rs.1689000/- (Rupees Sixteen Lakhs Eighty Nine Thousand only) being its fair market value.

AND WHEREAS the purchaser has requested the vendors and the developer to execute the requisite deed of sale in his favour, which the vendors hereby do.

# NOW THEREFORE THIS INDENTURE WITNESSETH THAT

In pursuance to the said agreement and in consideration of the price of Rs.1689000/- (Rupees Sixteen Lakhs Eighty Nine Thousand only) paid by the purchaser to the vendors (the receipt of which sum the respective parties do hereby admit and acknowledge and acquit and discharge the purchaser from the same and every part thereof) the vendors as the absolute owner of the said plot and pursuant to the instruction of the developer, do hereby grant, convey, transfer, sell, relinquish and assure unto the purchaser ALL THAT plot of land being plot nos.3,4,5,6,7 more particularly described at item (a), (b), (c), (d) and (e) in schedule II written hereunder and more clearly shown in red lines on the plan attached hereto, together with all the structures, yards, compounds, sewers, fences, trees,

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passages, commons, gullies, watercourses, lights, liberties, privileges, rights easements, as also the rights to the common ways and paths whatsoever to the said plots or any part thereof belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong thereof and all estates, rights, title, interest, property, claim and demand whatsoever at law and equity of them—and every part—thereof TO HAVE AND TO HOLD all the said plot nos.3,4,5,6,7 and hereditaments hereby conveyed and assured and expressed to be with its unto and to the use of the purchaser forever subject to the payment of all rents, rates, taxes, assessments, dues and duties, fines and penalties hereafter to become due and/or payable to the Government or local authority or any other public body in respect thereof.

2. The vendors do hereby covenant with the purchaser that not withstanding any act, deed, matters or things whatsoever done by the vendors or by any person or persons 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 absolute powers to grant, transfer, convey and assure the said plot unto and to the purchaser

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in the manner aforesaid and it shall be lawful to the purchaser from time to time and at all time hereinafter peacefully and quietly to hold, possess, own and enjoy the said plot hereby granted with the appurtenances and to receive the rents and profits for his own use and benefit without any lawful eviction, interruption, claim or demand whatsoever by the vendors or from by any other person or persons lawfully or equitably claiming by from, under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendors kept harmless saved, defended, sufficiently indemnified of, from and against all estate, charges and encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned and suffered by the vendors or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them, and further that the vendors and all persons having or lawfully equitably claiming any estate, right title or interest at law or in equity in the said plots hereby granted or any part thereof by, from or under or in trust for them

3. The vendors and developer shall and will from time to time and at all times hereafter at the request and cost of the

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purchaser do and execute or cause to be done and executed 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 hereby granted to and unto the use of the purchaser in the manner aforesaid as shall or may be reasonably required.

- AND THE VENDORS do hereby covenant with the purchaser that the vendors have not done, committed or knowingly or willingly suffered or been a party 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 whereby the same or any part thereof are, is can or may be charges, encumbered or prejudicially effected in estate, title or otherwise whatsoever.
- 5. The vendors further covenant with the purchaser that the said plots hereby sold is free from tenants, mundcars, or any other persons or person having any right or obligation therein and if for any defect in the title of the vendors, the purchaser is deprived of the said plots or any part thereof then the vendors do hereby undertake to indemnify fully the purchaser.

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- 6. The vendors further declare that their right to the said plots hereby sold subsist and the same is free from any encumbrances, charges and liens of any other nature and further give their no objection to transfer the said plot in the name of the purchaser in the mutation entry of survey records of Revenue village of Curti, taluka Ponda.
- 7. The purchaser do hereby covenant with the vendors as under:
  - a) That the present sale is executed in his favour with a clear understanding that the said plot is sold on as is where is bases and further that the subdivision of the said plot is not yet approved.
  - b) That the vendor is not bound to get the subdivision of the said plot approved from any authority.
  - c) That he has verified the title of the vendors pertaining to the said land and that he/she is satisfied that the same is clean, clear and readily marketable.
  - d) That any dispute pertaining to the present sale and/or the said plot shall lie within the jurisdiction of Ponda, Court.

# SCHEDULE I

i) A plot of land admeasuring 6569sq.mts. or thereabouts forming part of survey no.4 of Curti, village of Ponda taluka in the

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District of North Goa, state of Goa and shown in the consolidated plan annexed to the deed of dissolution, dated 31<sup>st</sup> May.1978 as plot G1 and bounded as follows:

On or towards the East & North: by a piece of land forming

part of survey no.4

belonging to R.S. Mallya,

On or towards the West : by a piece of land forming

part of survey no.4

belonging to Prakash R.

Ghode,

On or towards the South : by a kaccha road leading to

Colomba village to join Ponda – Savoi verem road

and separating survey nos.4

and 5,

ii) A plot of land admeasuring 7262sq.mts. or thereabouts forming part of survey no.4/1 of Curti village of Ponda taluka in the District of Goa and shown in the plan annexed to the deed of dissolution, dated 31<sup>st</sup> May 1978 as G/2 and bounded as follows:

East : by a piece of land forming part of the same survey

no.4 belonging to Zaivant V. Ghode,

West : by a piece of land forming part of the survey no.4

belonging to Prakash R. Ghode,

North: by a piece of land forming part of survey no.13,

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by pieces of land forming part of survey no.4 South belonging to Radhabai N. Ghode and Ramabai N. Ghode.

iii) A plot of land admeasuring 4224sq.mts. or thereabouts forming part of survey no.4/1 of village of Curti, Taluka Ponda in Goa District shown on the consolidated plan annexed to the deed of dissolution, dated 31st May 1978 as G/3 and bounded as follows:

by a piece of land forming part of survey no.4 East belonging to Prakash R. Ghode,

: by a piece of land forming part of survey no.4 West belonging to Ramabai N. Ghode and Radhabai V. Ghode,

by piece of land forming part of survey no.4 North belonging to Zaivant V. Ghode,

by a kachha road leading to Colomba village to join South Ponda - Savoi-verem road and separating survey nos.4 and 65.

iv) A plot of land admeasuring 2872.25sq.mts. or thereabouts forming part of survey no.65 of Curti village of Ponda taluka in the District of Goa and shown in the consolidated plan annexed to the deed of dissolution, dated 31st May 1978 as G/4 and P.V. No

bounded as follows:

East: by a piece of land forming part of survey no.65

belonging to Prakash R. Ghode,

West: by a piece of land forming part of survey no.65

belonging to Zaivant V. Ghode,

North: by a kachha road leading to Colomba village to join

Ponda Savoi verem road and separating survey no.4

and 65,

South: by a piece of land forming part of survey no.65

belonging to Matches Goa Pvt. Ltd.

All the aforesaid contiguous to each other and forms part of land under new survey no.4/1 of revenue village Curti, taluka Ponda – Goa.

### SCHEDULE II

#### (Plot hereby sold)

a) All that plot bearing no.3 admeasuring an area of 270sq.mts. and bounded as under:

East:

by 6mts. wide proposed road,

West:

by larger plot no.F/1 of survey no.4/1,

North:

by plot no.4,

South:

by road going from Ponda to ward Chirputem..

b) All that plot bearing no.4 admeasuring an area of 208sq.mts.

and bounded as under:

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East: by 6mts. wide proposed road,

West: by larger plot no.F/1 of survey no.4/1,

North: by plot no.5,

South: by plot no.3.

c) All that plot bearing no.5 admeasuring an area of 208sq.mts. and bounded as under:

East: by 6mts. wide proposed road,

West: by larger plot no.F/l of survey no.4/l,

North: by plot no.6,

South: by plot no.4.

d) All that plot bearing no.6 admeasuring an area of 208sq.mts. and bounded as under:

East: by 6mts. wide proposed road,

West: by larger plot no.F/1 of survey no.4/1,

North: by plot no.7,

South: by plot no.5.

e) All that plot bearing no.7 admeasuring an area of 232sq.mts. and bounded as under:

East: by 6mts. wide proposed road,

West: by larger plot no.F/1 of survey no.4/1,

North: partly by 6mts. wide proposed road and partly by plot

no.8,

South: by plot no.6

All the above plots forming a contiguous part and showing red lines on plan annexed hereto and forming part of the larger plot G1 described in schedule-I (i) above which plot G1 now forms part of new survey no.4/1 of revenue village Curti, taluka Ponda, Goa and presently situated within the limits of village panchayat of Curti, Khnadepar, taluka Ponda, Goa within the limits of North Goa, State of Goa.

The vendor no.2 Smt. Jeevan Pramod Ghode is being represented herein by her husband i.e. vendor no.1 herein as her attorney constituted in terms of Power of Attorney dated 19.05.2010 executed before Notary Public of Margao, Adv. N.R. Bale.

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

Signed, Sealed and delivered By the withinnamed vendors

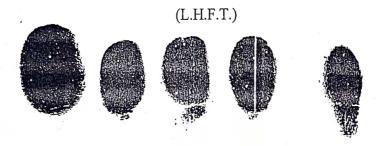




## SHRI. PRAMOD VAIKUNTH GHODE

Forself and as an attorney of Smt. Jeevan Pramod Ghode





(R.H.F.T.)

Signed, sealed and delivered by the withinnamed purchaser



SHRI. MULLA ABDUL MUNAF



(L.H.F.T.)



(R.H.F.T.)

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Signed and delivered by the withinnamed developer



SHRI. VENKATNARAYANAN PAPSHETTY



(L.H.F.T.)



IN PRESENCE OF:

1. John Way B. S. Ghole

2. Daile (Shamiela R. Maile)

PLAN SHOWING PROPOSED SUBDIVISIONS OF PLOT Nº 9/1 TH SURVEY 40 4/1 OF CURTI VILLAGE OF PONDA TALUKA

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= September 1					
	AREA STATEMENT				
		Plot Nº AREA IN MZ		PlotN	AREA IN M2
	, 1	465		8	319
	2	465		9	280
	3	270		10	280
	4	208		11	298
,	5	208		12.	260
	6	208		13	343
	7	232		14	210
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. >	202		ſ	TOTAL	5798
Intra				مبرجا	M
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TOTAL					6569
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