भारतीय गैर न्यायिक

बीस रुपये

रु. 20

Rs. 20

TWENTY RUPEES

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

गोंय गोवा GOA

03AA 511581

Date 18/10/11 Sr. No. 930 Value Rs.

Name of Purchaser S. Dess

Resident of

Place of Vending

Licence No.

Sign of Purchaser

Sr. No. 896

Sign of Vendor

OFFICE OF THE CIVIL REGISTRAR CUM SUB REGISTRAR, ILHAS, PANAJI

CERTIFIED to be a true Xerox copy of deed of Conveyance duly registered in this office under No 1288 of Volume No. 318 of Book No. I, pages 550 to 574 dated 4/08/1994.

Paid fees Rs. 185/-

Receipt No. 4027

Dated :- 18-10-11

Total Sheets:- 13

31/10/11

OFFICE OF THE CIVIL REGISTRAR CUM SUB REGISTRAR, ILHAS, PANAJI, GOA

THE SEAL OF THE SUB REGISTRAR OF ILHAS

PANAJI

Panaji, Goa.

Dated :- 31-10-11

Copy Applied on:- 18-10-11

Copy Ready on:- 31-10-11

Copy delivered on:- 31-10-11

By : Adv. Sanjit Dessai

31/10/11

SUB-REGISTRAR
ILHAS

(Savio)

SUB-REGISTRAR
ILHAS

6 MAY 1994

registered under the Indian Companies Act, 1956 and having its Registered Office at 141/A, Mittal Towers, Nariman Point Bombay 400021) hereinafter called "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

550

WHEREAS the Vendors are seized and possessed of and or are otherwise well and sufficiently entitled to the immovable property being the separated 2/3 part admeasuring 243375 square meters of the property known as Predio Oiteiral Bonoto situated at Bainguinim within the Panchayat limits of Old Goa Taluka Tiswadi, Sub-District of Ilhas, District North Goa and described in the Land Registration Office of Sub-District Ilhas District Goa under No. 17021 at Folio 53 in Book B-45 New and enrolled in the Taluka Revenue Office under Nos. 159 to 163 and being surveyed under Survey Nos.20/3, 21/2 and 22/1 of Village Bainguinim, which property is more particularly described in the First Schedule hereunder written and a plan whereof is hereto annexed and is hereinafter referred to as "the said larger property";

AND WHEREAS the land admeasuring 5800 square meters out of "the said larger property" admeasuring 243375 square meters has since been acquired by the Government of Goa through Executive Engineer Works Division III (PHE) PWD, PANAJI.

AND WHEREAS as per the N.O.C. of the Village Panchayat, SE-OLD GOA and bearing No.VP/506/177/15/93-94 dated 26 July 1993 "the said larger property" has been provisionally sub-divided into various smaller plots.

AND WHEREAS the Vendors have out of "the said larger

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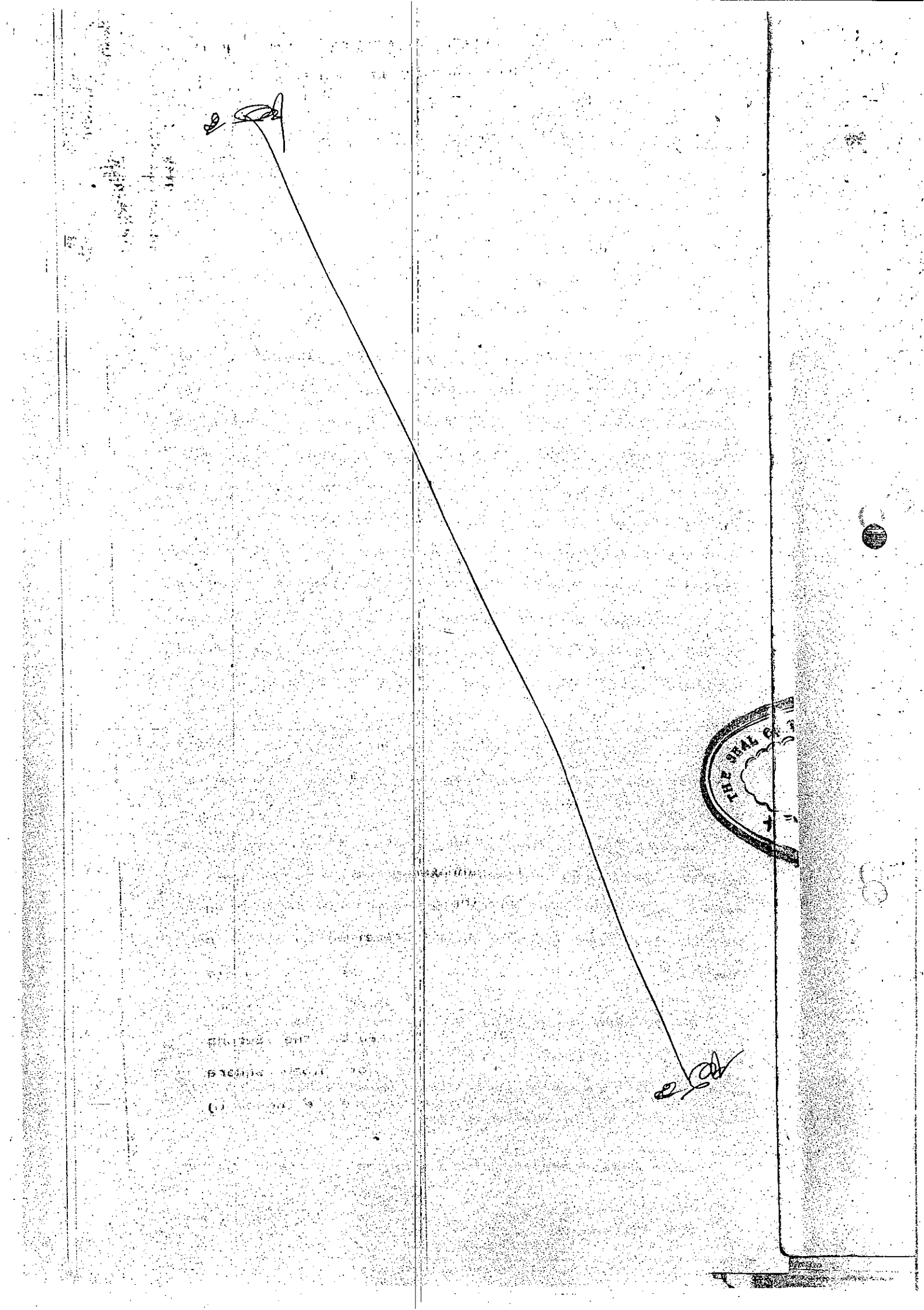
Solgaonkar



property" demarcated the portion admeasuring 95030 square meters as shown surrounded by Red colour boundaries on the plan thereof hereto annexed and more particularly described in the Second Schedule hereunder written and hereinafter referred to as "the said demarcated portion of the said larger property".

AND WHEREAS by the Conveyance dated 7.05.1994 the Vendors have sold conveyed transferred and assured 79,880 square meters out of the "the demarcated portion" admeasuring 95030 square meters of "the said larger property" admeasuring 95030 square meters as shown on the plan thereof hereto annexed surrounded by Red boundary lines and more particularly described in the Third Schedule hereunder written.

551

AND WHEREAS by the various Deeds of Conveyance the vendors have out of the "the said demarcated portion of the said larger property" also already sold and transferred to the various persons 28 provisionally sub-divided plots as shown coloured in Green admeasuring in aggregate 9500 square meters.

AND WHEREAS the Vendors have agreed with the Purchasers for the sale to them of the land admeasuring 5,650 square meters in the aggregate for the total area of the said 14 provisionally sub-divided plots agreed to be sold under the 14 Agreements as per the list annexed hereto as Annexure-I giving the names of the party, the provisionally sub-divided plot numbers, the area, the amount received under each agreement and the balance of the amount to be received is and being a portion of "the said demarcated portion" admeasuring 95,030 square meters described in the Second Schedule hereunder written and which area of 5,650 square meters is described in the Third Schedule and are shown in

SUB-REGISTRAR ILHAS

SUB-REGISTRAR OF ILHAS

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THE SEAL OF

Pink colour in the plan thereof hereto annexed and is hereinafter referred to as "the said remaining portion of the said demarcated portion of the said larger property" subject to the said 14 Agreements for the sale of the provisionally sub-divided plots to the parties and for the consideration mentioned in the list hereto annexed. In consideration of the Purchasers taking over all the obligations under the said 14 Agreements AND WHEREAS in consideration of the Purchasers having undertaken all the obligations of the Vendors under the said agreement the Vendors have agreed to sell the said plot described in the Third Schedule hereunder written.

AND WHEREAS the Purchasers have requested the Vendors to execute the Deed as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid Agreement on the terms and in consideration of the sum of Rs.16,750.00 (Rupees sixteen thousand seven hundred fifty only) being the amount earlier received by the Vendors under the said 14 Agreements now being paid over to the Purchasers by the Vendors on or before the execution of these presents (the payment and receipts whereof the Purchasers do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the Vendors from all their obligations forever under the said 14 Agreements mentioned in the list hereto annexed THEY the Vendors do hereby grant, sell, assign, transfer, convey and assure UNTO the Purchasers the said land admeasuring 5650 square meters out of "the said demarcated portion of the said larger property" more particularly described in the Third Schedule hereunder

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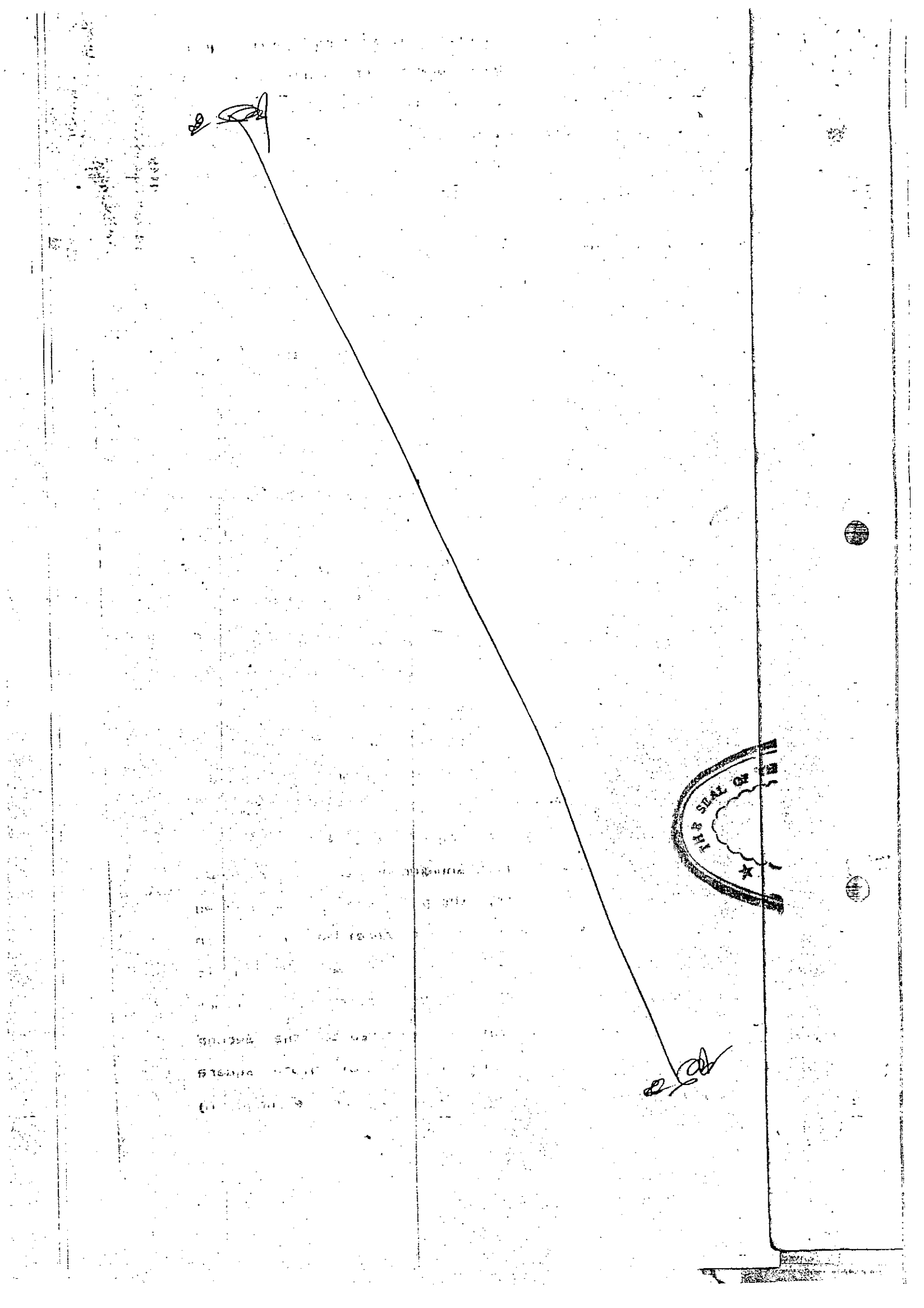

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written. TOGETHER WITH ALL THE estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever subject to the rights and obligations under the said 14 Agreements mentioned in the list hereto of the Vendor TO HAVE AND TO HOLD ALL and singular "the said remaining portion of the said demarcated portion of the said larger property" more particularly described in the Third Schedule hereunder written and shown surrounded in Red colour on the plan hereto annexed hereby granted, conveyed and assured or intended or expressed so to be, with their and every of all their rights, unto use and benefit subject all the obligations to be complied by the Vendor under the said 14 Agreements forever subject to the payment of all rents, taxes, assessments, dues and duties nor chargeable upon the same or hereafter to become payable in respect thereof to the Government of Goa or to the authorities concerned.

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SUB-REGISTRAR OF ILHAS
PANAJI

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AND the Purchasers covenants with the Vendors that they shall carry out all the obligations in respect of each of the 14 Agreements with the respective Purchasers as mentioned in Annexure-2

AND the Purchasers do hereby indemnify and keep indemnified the Vendors, their successors and THE Titles in respect of any claim that may be made by any of the parties of the said 14 Agreements for any noncompliance thereof or breach thereof and shall sufficiently save, defend and keep themselves indemnified from or against all provisions of the said 14 Agreements mentioned in the annexure hereto.

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SUB-REGISTRAR OF ILHAS
PANAJI

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THE SEAL O

THE FIRST SCHEDULE REFERRED TO ABOVE:

555

ALL THAT THE IMMOVABLE property comprising the pieces or parcels of land being the separate demarcated 2/3 portion admeasuring 2,43,375 square metres or thereabouts (as reduced by the piece of land admeasuring 5850 square meters acquired by the Government of Goa through Executive Engineer Works Division III (PHE) Pwd, Panaji) of the property known as Predio Oiteiral Bonoto situated at Village Bainguinim within the Panchayat Limits of Old Goa, Taluka Tiswadi, Sub-District of Ilhas, District North Goa, and described in the Land Registration Office of Ilhas under No 17021 at Folio 53 in Book B-45 New and enrolled in the Taluka Revenue Office under Nos 159 to 165 and being surveyed under Survey Nos 20/3, 21/2 and 22/1 of Village Bainguinim and bounded as follows:-

On or towards the North : By the road and part of Plot No.2 of the said property "BONOTO".

On or towards the South : By wall of old Fort of Goa (Muralha de Ontiga Forta reza de Goa).

On or towards the East : By Plot No 2 allotted to the Vassudeva Vishvonath Camotim

On or towards the West : By wall of old fort of Goa (Muralho de antiga Fortaliza de Goa) and village.

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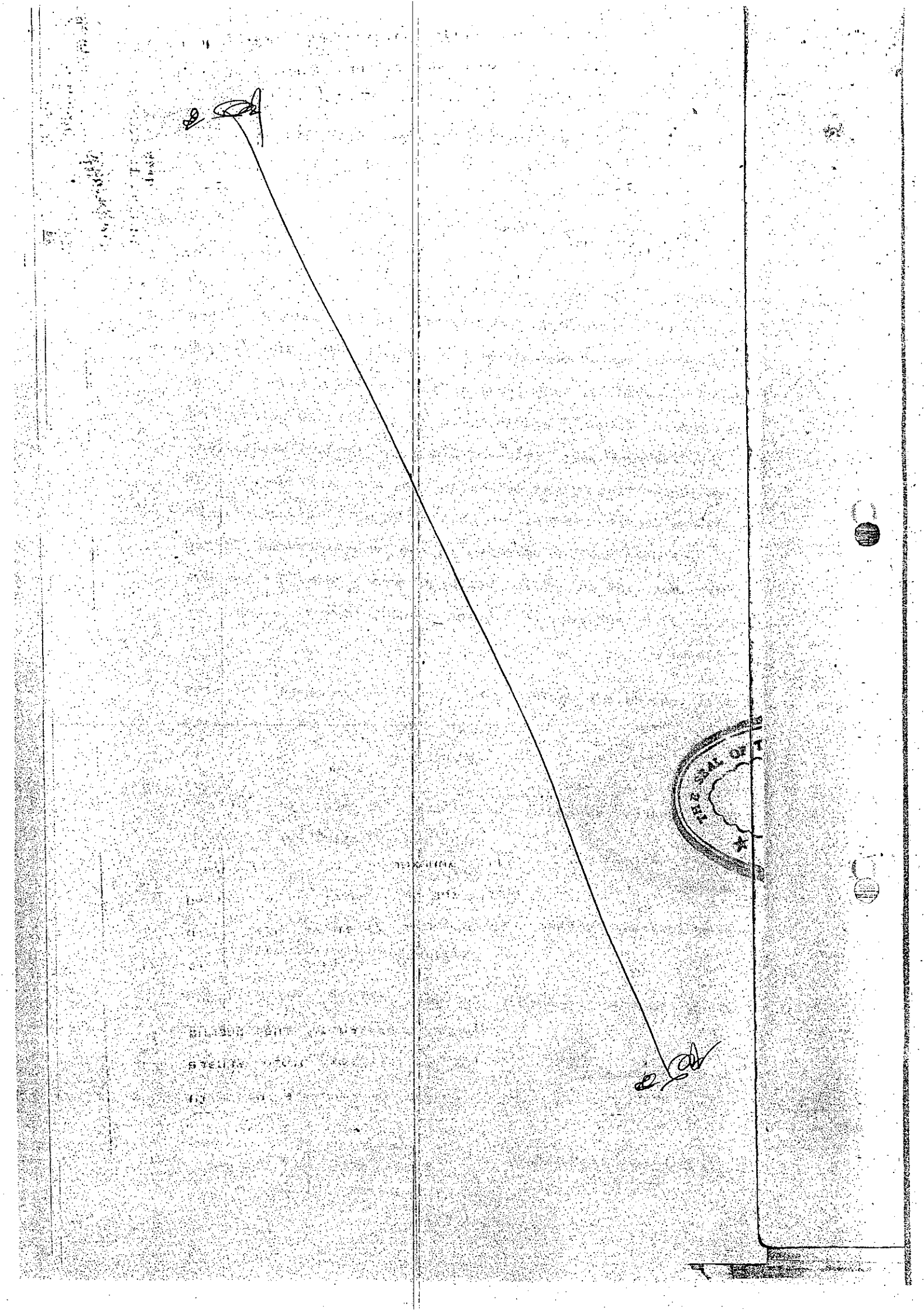

THE SECOND SCHEDULE REFERRED TO ABOVE:

556

All that piece or parcel of land being the demarcated portion admeasuring 95030 square metres or thereabout of the said separated 2/3 part admeasuring 2,43,375 square metres or thereabouts of the property known as Predio Oiteiral Bonoto situated at Village Bainguinim within the Panchayat Limits of Old Goa, Taluka Tiswadi, Sub-District of Ilhas, District North Goa, and described in the Land Registration Office of Ilhas under No 17021 at Folio 53 in Book B-43 New and enrolled in the Taluka Revenue Office under Nos 159 to 165 and being surveyed under Survey Nos 20/3, 21/2 and 22/1 of Village Bainguinim more particularly described in the First Schedule hereto and shown surrounded by Red Coloured Boundaries on the plan thereof hereto annexed.

RAMESH PATHARE
55 Salgaonkar

THE SEAL

THE THIRD SCHEDULE REFERRED TO ABOVE:

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ALL THAT piece or parcel of land aggregating 14 provisional plots nos. shown in pink colour on the plan annexed herewith and

collectively admeasuring 5650 square meters or thereabout being the part of portion admeasuring 79880 square metres of thereabout of the said separated 2/3 part admeasuring 2,43,375 square metres or thereabouts of the property known as Predio Uiteiral Bonoto situated at Village Bainguinim within the Panchayat Limits of Old Goa, Taluka Tiswadi, Sub-District of Ilhas, District North Goa, and described in the Land Registration Office of Ilhas under No 17021 at Folio 53 in Book B-45 New and enrolled in the Taluka Revenue Office under Nos 159 to 163 and being surveyed under Survey Nos 20/3, 21/2 and 22/1 of Village Bainguinim more particularly described in the Second Schedule hereto and shown surrounded by Red Coloured Boundary lines on the plan thereof hereto annexed.

THE SUB-REGISTRAR OF ILHAS PANAJI

ROMESH PATHARE

THE SEAL

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinabove written.

THE COMMON SEAL of the
withinnamed Vendors
M/s GOOD EARTH REAL ESTATE
AND DEVELOPERS PVT LTD
was pursuant to the Resolution
of their Board of Directors

passed in that behalf on the
27th day of April, 1994
hereunto affixed in the presence
of (1) Mr Abdul Sattar Chouhan
The Director

558

THE COMMON SEAL of the
withinnamed Purchasers
M/s MACHADO INVESTMENTS AND FINANCE PVT. LTD.
was pursuant to the Resolution
of their Board of Directors

passed in that behalf on the
[illegible] day of April, 1994
hereunto affixed in the presence
of (1) Mr. Romesh Pathare

The Director

ROMESH PATHARE
S.S. Salgaonkar

THE SEAL OF

RECEIVED the day and year first herein above written of and from the within-named Purchasers the sum of Rs 16,750/- (Rupees Sixteen thousand Seven hundred fifty only) by cheque No. 034801 dated 7/05/94 drawn on Union Bank of India being the full consideration money within expressed to be paid by them to us.

WITNESSES

1.

2.

WE SAY RECEIVED

For MACHADO INVESTMENTS & FINANCE PRIVATE LTD.

Managing Director

PURCHASERS

SUB-REGISTRAR

COPY OF DOCUMENT NO. 11 OF BOOK I CONTAINS 805 PAGES

SUB-REGISTRAR PANAJI

5598

SUB-REGISTRAR OF ILHAS PANAJI

RAMESH PATHARE
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THE SEAL OF THE SU
PANA

Registered No. 1288/94
at pages 550 to 573
Book No. I Volume No. 318
Date 4th August 1994
sd/- W.S. Rebello
Sub-Registrar

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THE SEAL OF THE SUB REGISTRAR OF ILHAS
PANAJI

Note of Return:-
This document will be returned on:-
4th August 1994
SUB REGISTRAR ILHAS
Notes of corrections
No of mistakes Nil

This is the true copy of the original

SUB REGISTRAR ILHAS

Endorsement copied by:-

True Copy and endorsement compared by:-

Reader:-

Examiner:-

SUB REGISTRAR ILHAS

1) Mr. Abdul Sattar Chawhan major of age, r/o Bombay; representing ~~by~~ M/s Good Earth Real Estate and Developers. Pvt. Ltd. Panaji Goa.

2) Mr. Romesh Pathare, major of age r/o Bombay, representing ~~by~~ M/s Macha do Investments and Finance P.Vt. Ltd. Bombay 21. 560

Executing party .....

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REGISTRAR OF ILHAS

(1)

(2)

9/6/94