



Name of Purchaser MARGAO ESTATE & DEVELOPERS.

5/19/18



Margao Estate & Developers

**DEED OF SALE** 

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THIS DEED OF SALE is made at Margao, on this Twenty Sixth Day of the Month of November of the Year 2018 (26/11/2018).

#### **BETWEEN**

1. MR. CLEVIE FERNANDES, S/o Joao Pedro Fernandes, aged 39 rears, unmarried, service, holding Pan Card no. ABBPF9591P, folding Aadhaar Card No. 4574 9332 8007, Indian National and Resident of H No 847/C, Santemol, behind State Bank Of India, Raia: South Goa, 403720. hereinafter referred to as "THE ENDOR" (Which expression shall unless repugnant to the context or the meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART.

#### AND

- MARGAO ESTATE AND DEVELOPERS, a partnership firm, having PAN No. ABJFM2476N, having its office at Office no. FF2, Dattadham, 1<sup>st</sup> Floor, Cariamoddi, Near Football Ground, Curchorem, Quepem, Goa, 403706, duly represent by its partners
  - (i) MRS. SONALI SURESH WALVE alias SONALI TUSHAR OGALE, D/o Suresh Walve, aged 33 years, married, self employed, holding Pan Card No. AILPV5746M, holding Aadhaar Card No. 9634 4218 0214, Indian National and Resident of Flat No. FF2, Dattadham, 1st floor, Cariamoddi, Near Football Ground, Curchorem, Quepem, South Goa, Goa-403706,
  - (ii) MRS. SNEHA RATIL KAVLEKAR, w/o Ratil Gurudas Kavlekar, aged 37 years, married, self employed, holding Pan Card No. BFSPK3231F, holding Aadhaar card No. 6985 2966 6634, Indian National and resident of H. No. 522, Pongirwal, Curchorem, South Goa, Goa 403706 and
  - (iii) MR. RAMA SHETH DESSAI, S/o Govind Sheth Dessai, aged 35 years, married, self employed, holding Pan Card No. AKTPD1174F, holding Aadhaar Card No. 4804 1420 6115, r/o H. No. 1514, Culwadda, Cuncolim, Salcete, South Goa, Goa, 403703,

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hereinafter referred to as "THE PURCHASERS" (Which expression shall unless repugnant to the context or the meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS there exist a property known as "QUIRBATTA", situated a willage Nuvem, within the limits and jurisdiction of Village Panchayat of Nuvem, Taluka and Sub District of Salcete, District of South Goa, in the State of Goa, not described in the Land Registration office of Salcete, but enrolled in the Taluka Land revenue office under Matriz No. 571 and surveyed under Survey no. 12/3 of Nuvem village of Salcete Taluka. This property is hereinafter referred to as "the said property" and better described in Schedule I hereunder.

AND WHEREAS the said property was originally belonging to Smt. Iria Augusta Helena Mesquita e Colaco and which property was allotted to her in the Partition Deed dated 16/06/1973 duly registered in the office of Sub Registrar of Salcete.

AND WHEREAS Mrs. Jacinta Rodrigues alias Jacinta Fernandes, Mr. Sebastiao Fernandes and Mrs. Margarida Emilia Rodrigues alias Margarida e Rodrigues purchased the said property admeasuring 590 sq. mts. vide Deed of Sales and conveyance dated 10/10/1980 duly registered in the office of Sub Registrar of Salcete under no. 765 at pages 239 to 243 of Book No. 1 Volume no. 240 dated 08/12/1981 from Smt. Iria Augusta Helena Mesquita e Colaco.

AND WHEREAS a Deed of Succession dated 31/12/1998 drawn in the office of Notarial Ex-officio of Salcete recorded at folio 67 reverse to 69 of Deeds book no. 1400 upon the death of Antonio Do Carmo Colaco who died on 04/08/1998 leaving behind Mrs. Maria Piedade as his moiety sharer and Mr. Winston Colaco and Wilson Colaco as his sole and universal heirs.

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AND WHEREAS vide a subsequent Deed of Rectification dated 25/06/2002 duly registered in the office of Sub Registrar of Salcete under no. 2313 at pages 164 to 174 of Book No. 1 Volume no. 1357 dated 09/07/2002 the legal heirs of the then late Smt. Iria Augusta Helena Mesquita e Colaco corrected the mistakes which had occurred in the Deed of Sale dated 10/10/1980 in relation to the poundaries of the said property.

AND WHEREAS Mrs. Jacinta Rodrigues alias Jacinta Fernandes, Mr. Sebastiao Fernandes and Mrs. Margarida Emilia Rodrigues alias Margarida e Rodrigues filed application for partition of the plot in the office of Dy. collector and S.D.O. Margao in case No. LRC/PART/621/2002 dated 14/10/2004 and obtained new survey number bearing 12/3-A of village Nuvem.

AND WHEREAS the said Mrs. Jacinta Rodrigues alias Jacinta Fernandes and Mrs. Margarida Emilia Rodrigues alias Margarida e Rodrigues have obtained land conversion Sanad from the office of ACvide approval no. the Collector, South Goa, I/SAL/SG/CONV/69/2016/12336 dated 26.10.2018 for the survey No. 12/3-A.

AND WHEREAS vide Deed of Sale 30/06/2017 duly registered in the office of Sub Registrar of Salcete under no. MGO-BK1-03037-2017 CD NUMBER MGOD113 on 04/07/2017 Mrs. Jacinta Rodrigues alias Jacinta Fernandes, Mr. Sebastiao Fernandes and Mrs. Margarida Emilia Rodrigues alias Margarida e Rodrigues as widow sold the said property admeasuring an area of 590 sq. mts. to the VENDOR herein and became the owner of the said property.

AND WHEREAS upon the death of Cirilo Alexandrino Agnelo Fernandes a deed of Succession was drawn on 28/09/2018 before Notary Ex-officio of Salcete recorded at pages 41 to 42 of Deed Book No. 1657 who expired on 29/12/1998 leaving behind Mrs. Margarida Emilia Rodrigues alias Margarida e Rodrigues as successors/only legal heir.

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AND WHEREAS the PURCHASERS herein have approached the VENDOR to purchase the said Plot admeasuring about 590 sq. mts. Surveyed under No. 12/3-A of Nuvem village more particularly described in schedule II hereinbelow and the VENDOR has agreed to sen the said plot to the PURCHASERS for a total consideration of Rs 49,00,000/- (Rupees Forty Nine Lakhs Only).

AND WHEREAS the PURCHASERS and the VENDOR has now agreed to execute the DEED OF SALE in respect of the said plot

# NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

- That in pursuance of the said Agreement and in consideration that the PURCHASERS have paid exclusively to the VENDOR the entire consideration of Rs. 49,00,000/- (Rupees Forty Nine Lakhs Only) is transferred as detailed below:
  - Rs. 2,00,000/- (Rupees Two Lakhs only) by IMPS drawn on SBI Bank, Quepem Branch, vide ref. No IMPS00064383328 on 27/09/2018,
  - Rs. 2,00,000/- (Rupees Two Lakhs only) by IMPS drawn on SBI Bank, Quepem Branch, vide ref. No IMPS00064582347 on 29/09/2018,
  - iii. Rs. 2,00,000/- (Rupees Two Lakhs only) by NEFT drawn on SBI Bank, Quepem Branch, vide ref. No SBIN318272727581 on 29/09/2018,
  - iv. Rs. 4,00,000/- (Rupees Four Lakhs only) by RTGS drawn on SBI Bank, Quepem Branch, vide ref. No SBINR12018101500048664 on 15/10/2018,
  - v. Rs. 10,00,000/- (Rupees Ten Lakhs only) by RTGS drawn on SBI Bank, Quepem Branch, vide ref. No SBINR12018102900054953 on 15/10/2018, and
  - vi. Rs. 29,00,000/- (Rupees Twenty Nine Lakhs only) by Cheque No. 451676 drawn on SBI Bank, Quepem Branch, on 01/11/2018,

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And the VENDOR does hereby admit and acknowledge having received the amount and he hereby acquit, release and discharge the PURCHASERS giving them full acquitance of the amount received for all legal purposes, and the said VENDOR as lawful owners do hereby sell, convey, transfer, grant, assign assure and Transconfirm unto the PURCHASERS the said plot more fully described in schedule II herein below mentioned and the VENDOR has transferred in favour of the PURCHASERS all the domain, right, title, interest, action possession, and appurtenances whatsoever along with the right to use the passages, access, easement, privileges, benefits to have, to hold, to use and to enjoy the same by the PURCHASERS their heirs, successors, legal representatives, executors, administrators and assigns absolutely and forever, free from all encumbrances, charges, liens and whatsoever in the manner aforesaid.

# The VENDOR covenant to the PURCHASERS as follows:

- i) That the VENDOR has good right, full power and absolute authority to sell the said plot.
- ii) The VENDOR further declares that he has clear and Marketable title over the said plot and the same is free from encumbrances.
- The VENDOR further declares that he has not agreed to sell iii) the said plot to any third party.
- The VENDOR declares that there are no litigation pending in iv) any court of law as regard to the said plot.
- The said plot is not subject matter of any Land Acquisition v) Proceedings nor any part thereof as on date.
- No person is claiming any right in the said plot. vi)
- The said plot is not the subject matter of attachment vii) proceedings, arising out of any court order or under any state or central Government proceedings.
- That the PURCHASERS may hereafter peacefully and quietly vii. possess, hold, use and enjoy, the said plot as their own property without any interruption or disturbance claim or

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demand on the part of the VENDOR or on the part of any person/s claiming through or under them.

The PURCHASERS have thoroughly verified and inspected

the plot as well as the title documents before purchasing the plot is fully satisfied with the ownership title of the VENDOR. The VENDOR finally covenant with the PURCHASERS that he shall at the request and cost of the PURCHASERS do or execute or cause to be done or executed all such lawful acts, deed, matters and things for further and more perfectly conveying and assuring the said plot hereby conveyed and even part thereof, as also placing the PURCHASERS in possession of same according to the true intent and meaning of this deed or as may be reasonably required.

- x. The VENDOR further covenant with the PURCHASERS that if the PURCHASERS are deprived of the said plot or any part therefore due to defect in the title of the VENDOR shall indemnify and make good all losses that the PURCHASERS may suffer on that account.
- xi. That the VENDOR shall from time to time at the request and cost of the PURCHASERS do or execute or cause to be done or executed all such lawful acts deed, matters and other things assurances, rectification, ratification if any for better and more perfectly conveying the sale of the said plot hereby sold and every part thereof in the manner aforesaid and also putting them into possession of the same according to the true intent and meaning of this deed.
- xii. That the possession of the said Plot described in schedule II has been delivered by the VENDOR to the PURCHASERS on the execution of this Deed of Sale.
- xiii. The VENDOR hereby declare that he do not belong to Schedule Caste / Schedule Tribe and nor is the plot reserved for any SC/ST

The market value of the SAID PLOT hereby agreed to be sold is arrived at Rs. 49,00,000/-(Rupees Forty Nine Lakhs only) on

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account of which a stamp duty of Rs. 1,47,000/- and accordingly this agreement is typed on stamp paper of Rs. 1,47,000/-.

## SCHEDULE I

All that property known as "QUIRBATTA", situated at village Nuvem, within the limits and jurisdiction of Village Panchayat of Nuvem, Taluka and Sub District of Salcete, District of South Goa, in the State of Goa, not described in the Land Registration office of Salcete, but enrolled in the Taluka Land revenue office under Matriz No. 571 and surveyed under Survey no. 12/3 of Nuvem village of Salcete Taluka and bounded as under:

On the East : by the paddy field Curgutgally of Communidade of

Margao and property of Piedade Xavier de

Menezes;

On the West : by the property of Sebastiao Jose Gracias now of

heirs of Francisco Xavier Colaco;

On the North : by hillock; and;

On the South : by the plot of Smt. Maria Magdalina Fernandes

and paddy field silvadgully of the said

Communidade, not described in the land

registration office of Salcete, but enrolled in the

Taluka revenue office under matriz no. 571;

#### **SCHEDULE II**

All that portion of land presently surveyed under survey no. 12/3-A admeasuring an area of 590 sq. mts. situated at Nuvem village of Salcete Taluka, of the above described in schedule I and the said portion of land is bounded as under:

On the East : By property of Piedade Xavier Menezes;

On the West : property of heirs of Francisco Xavier Colaco:

On the North : By property of Livrada Dias and Conceivao

Dias; and;

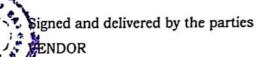
On the South : By property of Rosada Colaco;

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this deed on the day the year herein above mentioned. month and the first



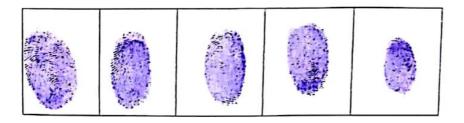
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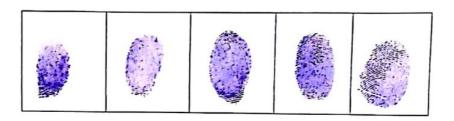
MR. CLEVIE FERNANDES



Right hand fingerprints



Left hand fingerprints



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# Signed and delivered by the Parties **PURCHASERS**





MARGAO ESTATE AND DEVELOPERS, represented by its partner MRS. SONALI SURESH WALVE alias SONALI TUSHAR OGALE



# Right hand fingerprints











# Left hand fingerprints











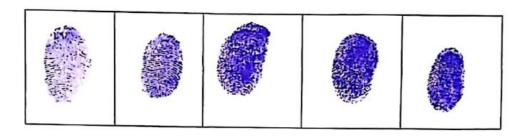
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ARGAO ESTATE AND DEVELOPERS, represented by its partner MRS. SNEHA RATIL KAVLEKAR

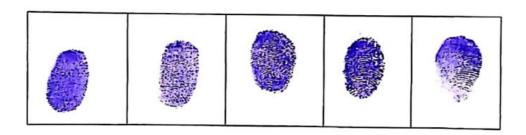


Right hand fingerprints

Follow



Left hand fingerprints

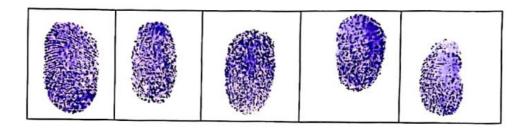


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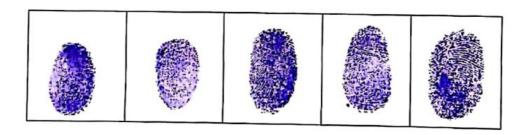
MARGAO ESTATE AND DEVELOPERS, represented by its partner MR. RAMA SHETH DESSAI



Right hand fingerprints



Left hand fingerprints



WITNESSES:

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# GOVERNMENT OF GOA Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records MARGAO - GOA

Plan Showing plots situated at

Village: NUVEM Taluka: SALCETE

Survey No./Subdivision No.: 12/ 3-A

Scale: 1:1000

Inward No:CMAR18/17236

(Savio C.Silveira) Inspector of Survey & Land Records Margao-Goa



2 3-A SURVEY No. 12

rated By : P. V. FAL DLSSAI

Compared By:K.B.Gaude

Marin John States



#### Office of Sub-Registrar Salcete/Margao

#### Government of Goa

rint Date & Time : 26-11-2018 12:39:43 PM

ocument Serial Number: 5119

resented at 10:47:00 AM on 26-11-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with

ees paid as follows:

Sr. No.	Description	Rs. Ps
1,5	Registration Fee	98000.00
200	Processing Fees	280.00
	Total:	98280.00

stamp Duty Required:

147000.00

Stamp Duty Paid: 147000.00

# ama Sheth Dessai presenter

Name	Photo	Thumb Impression	Signature
Rama Sheth Dessai ,s/o. Govind Sheth Dessai , Married,Indian,age 35 Years,Business,r/oH.No.1514, Culwadda Cuncolim Salcete Goa as the Partner of Margao Estate and Developers having its office at FF2, Dattadham 1st FLoor Cariamoddi Nr Football Ground Floor Curchorem Quepem Goa			Valuessa -

### **Endorsements**

#### xecutant

. Clevie Fernandes, S/o.Joao Pedro Fernandes, UnMarried, Indian, age 39 Years, Business, r/oHno.847-, Santemol, Raia, Salcete, Goa

Photo	Thumb Impression	Signature
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. Rama Sheth Dessai, s/o. Govind Sheth Dessai, Married, Indian, age 35 Years, Business, r/oH.No.1514, ulwadda Cuncolim Salcete Goa as the Partner of Margao Estate and Developers having its office at FF2, attadham 1st FLoor Cariamoddi Nr Football Ground Floor Curchorem Quepem Goa

26/Nov/2018 12:39 PM

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onali Suresh Walve @ Sonali Tushar Ogale , w/o. Tushar Ogale , Married,Indian,age 33 Years,Service H. No.2421, Valshi Bicholim North Goa. as the Partner of Margao Estate and Developers having its e at FF2, Dattadham 1st FLoor Cariamoddi Nr Football Ground Floor Curchorem Quepem Goa

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neha Ratil Kavlekar, w/o Ratil Gurudas Kavlekar, Married, Indian, age 36 Years, House-Wife, r/o H No. Pongirwal Curchorem Goa as the Partner of Margao Estate and Developers having its office at FF2, adham 1st FLoor Cariamoddi Nr Football Ground Floor Curchorem Quepem Goa

Photo	Thumb Impression	Signature
		Floli

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Witness Details	Signature
Vanita Madkaikar , w/o. Mahadev Madkaikar ,Married,Indian,age 42 Years,Service,r/o Borda Margao Salcete Goa	1. mogs.

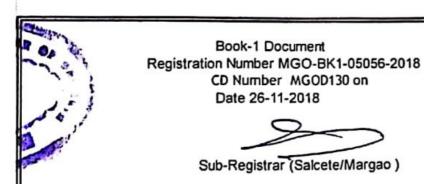
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Signature:- Pour le

Designed and Developed by C-DAC, ACTS, Pune