

106/18



गोवा GOA

No. 6581 Place of vend. QUEPEM Date of issue 16/01/18 065558
Value of Stamp Rs. 10000/-
Name of Purchaser Domnick Fernandez
Residing at Tilamol son of Joaquim Manuel Fernandez
As there is no value stamp or the value of Rs. 2400/-
additional stamp paper for the completion of the value is attached
alongwith


Signature of Purchaser

Signature of the Registrar
Suhas K. Kunte
Licence No.
DL 14/10/2009
MIRGAM

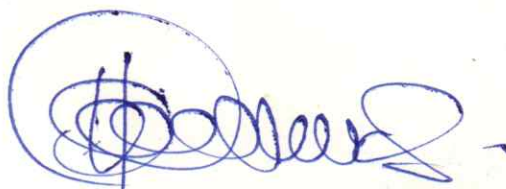
Domnick Fernandez



DEED OF SALE

THIS DEED OF SALE is made and executed at Quepem,
on this 19th day of January, Two Thousand and Eighteen
(19/01/2018);





..2/-



गोवा GOA

No. 6581 Place of vend. QUEPEM Date of issue 16/01/18 065559
Value of Stamp paper Rs. 10,000/- 065559
Purchaser Domnick Fernandes
Residing at Tilamol son of Joaquim Manuel Fernandes
As there is no stamp paper for the value of Rs. 24,000/-
additional stamp paper for the completion of the value is attached
alongwith.

Signature of Purchaser

Signature of the Licensor
Suhas K. Kanhe
Licence No. 14/10/2005
QUEPEM

-2-

BETWEEN

1.DOMNICK FERNANDES, aged 73 years, married, son of late Shri. Joaquim Manuel Fernandes, businessman, PAN Card No.AACPF7555R, Aadhaar Card No.5859 1407 3230, Mobile No.9822124637, Email Id.domnick17@gmail.com, Indian National, and his wife;

..3/-



गोवा GOA

No. 658/ Place of vend. QUEPEM Date of issue 16/01/18
Value of Stamp paper Rs. 1000/- 455362
Name of Purchaser Domnicle Fernandes
Residing at Tilamol son Joaquim Manuel Fernandes
As there is no stamp paper of the value of Rs. 1000/-
additional stamp paper for the completion of the value is attached
alongwith.
Signature of Purchaser
Signature of the Officer
Subas K. Kadam
Licence No.
DL 14/10/2005
QUEPEM

-3-

2. Smt. LUISA FERNANDES, aged 64 years, married, daughter of Shri. Joseph Lawrence Fernandes, retired from service, PAN No. AACPF2085N, Aadhaar card No.2075 3309 9800, Mobile No. 9823456306, both residents of H.No.8/9, Tilamol, Xeldem, Quepem-Goa, hereinafter for brevity's sake referred to as the "VENDORS" of the "ONE PART";

..4/-



गोवा GOA

No. 6581 Place of vend. QUEPEM Date of issue 16/01/18
Value of Stamp Paper Re. 1000/- 455363
Pur. Domnicie Fernandes
Residing at Tilamol son of Joaquim Manuel Fernandes
As there is no stamp paper or the value of Rs. 1000/-
additional stamp paper for the completion of the value is attached
alongwith
Signature of Purchaser
Signature of the
Suhas K. Kumbhar
Licence No.
DL 14/10/2005
QUEPEM

-4-

AND

NIRMAL ESTATES, a partnership firm, duly registered under Indian Partnership Act, 1932 under No.MGO-F246-2013 dated 31/10/2013 having office at Shop No.F-23, Nirmal Residency, Tilamol, Quepem-Goa, PAN Card No. AAMFN0693G, certified copy of the Registration Firm

..5/-



गोवा GOA

No. 658 Place of vend. QUEPOM Date of issue 16/01/18
Value of Stamp paper Rs. 1000/- 455364
Name of Purchaser Domnick Fernandes
Residing at Tilamol son of Joaquim Manuel Fernandes
As there is no stamp paper for the value of Rs. 24000/-
additional stamp paper for the completion of the value is attached
alongwith.
Signature of Purchaser
Signature of the Officer
Subas K. Kumar
Licence No.
DL 14/10/2005
QUEPOM

-5-

is attached herewith, represented herein through its partner, Shri. **DOMNICK FERNANDES**, son of late Shri. Joaquim Manuel Fernandes, aged 73 years, married, businessman, PAN Card No. AACPF7555R, Aadhaar Card No. 5859 1407 3230, Mobile No. 9822124637,

..6/-



गोवा GOA

Value of Stamp Rs. 658/-
Date of Purchase 16/01/18
Residing at Domnick Bernande
Tilamol son of Joaquim Manuel Bernande
As there is no stamp for the value of Rs. 24000/-
additional stamp paper for the completion of the value is attached
alongwith
Signature of Purchaser
Signature of the Notary
Subas K. Kumbhar
Lincenc. No. 20.14/10/2005
NOTARY

-6-

Indian National, resident of H.No.8/9, Tilamol, Xeldem, Quepem-Goa, hereinafter for brevity's sake referred to as the "PURCHASER" of the "OTHER PART";

Both the parties to this Deed of Sale are **INDIAN NATIONALS**.

..7/-

Each of the expression "**THE VENDORS**" and "**THE PURCHASER**" herein used shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns.

WHEREAS the **VENDOR No.2** is herein represented by his duly constituted attorney Shri. **DOMNICK FERNANDES**, PAN No.AACPF7555R, Aadhaar Card No.5859 1407 3230, aged 73 years, businessman, married, son of Shri. Joaquim Manuel Fernandes, resident of H. No.8/9, Tilamol, Quepem Goa, constituted by virtue of Power of Attorney executed before Notary Public Adv. Mahendra V. Gavas at Quepem and registered in his Book under No. 1179/09 dated 18/04/2009.



WHEREAS the original **VENDORS Smt. ANA BELISA DE SOUSA E FERREIRA alias BELISA DE SOUSA FERREIRA**, and her husband were owners in title and in possession of the property known as "**SONFATORE or SONA FATORE or SONDAFOTOR**" situated at Village Xeldem, within the jurisdiction of Village Panchayat Xeldem, Taluka and Sub-District of Quepem, District of South Goa, State of Goa, registered in the Land Registration Office under No. 5550 and enrolled in the Land Revenue Office under Nos. 181, 183, 185, 187 and 190, and surveyed under various Survey Nos. including Survey No.136/12 of Village Xeldem, Taluka Quepem-Goa and bounded wholly as under :-



- On the East :** By top of hill Baidongri,
- On the West :** By property Baidagalunga of Pundalik
Narayan Shinai and others,
- On the North :** By paddy field Sonfatore, and;
- On the South :** By Churni Fatorgalevoril of Mathews
Clement and others, hereinafter referred to
as **ENTIRE PROPERTY**.



WHEREAS the father of the original **VENDORS** late **Shri. Abilio D'Souza** along with others owned several properties including the **ENTIRE PROPERTY** described above. **AND WHEREAS** after the death of Artimisia Herminia Maria Berta Alvares alias Artimisia Herminia Maria Berta Alvares e Sousa and her husband Abilio Conceicao Sousa alias Abilio Da Conceicao Souza and their son Alberto Isidor Alvares e Souza a Deed of Succession was drawn at Margao dated 15/12/2003 before Notary Public Ex-Officio of Margao Goa and the original **VENDORS** along with other co-owners were listed as successors of their properties.

AND WHEREAS subsequently an Inventory Proceedings under No. 26/06/A in the Court of the Civil Judge, Senior District Quepem was initiated on the death of Artimisia Herminia Maria Berta Alvares

alias Artimisia Hernunia Maria Berta Alvares e Souza and her husband Abilio Conceicao Souza alias Abilio Da Conceicao Souza and their son Alberto Isidor Alvares e Souza and the **SAID ENTIRE PROPERTY** was Listed as one of the assets left by the **SAID** deceased and was allotted to the original **VENDORS** by Judgment and decree dated 26/09/07.

AND WHEREAS the original **VENDORS** got partitioned the survey holding No.136/12, whereby two portions of the same have been allotted separate survey Nos.136/12-B and 136/12-C. **AND WHEREAS** part of the property surveyed under No. 136/12-B(part) forms a separate, distinct and independent unit and is bounded as under :-



On the East:	By remaining part of property Sonfatore,
On the West:	By P. W. D. Road,
On the North:	By P. W. D. Road, and,
On the South:	By property Careagal surveyed under No. 137 and remaining part of property Sonfatore, herein after referred to as the SOUTHERN UNIT.

AND WHEREAS the part of **SOUTHERN UNIT** excluding the area occupied by the Stone Crushing Unit which is surveyed under Survey No.136/12-B (part) is further disannexed admeasuring an area of about 25,000 sq. mts. which forms a separate, distinct and independent unit and is bounded as under :-

On the East: By remaining part of property
Sonfatore,

On the West: By P. W. D. Road and area occupied by
Stone Crushing Unit,

On the North: By 8.00 mts. wide reserved road of the same
property, and,

On the South: By the property Careagal surveyed under
Survey No.137 and remaining part of the
same property, hereinafter referred to as the
SAID PROPEERY.

WHEREAS the original **VENDORS** obtained Conversion Sanad from Collector, South Goa, Margao, bearing No.COL/SG/ CONV/33/2011/6154 dated 29/06/11 and divided the **SAID PROPERTY** into various parts /portions and provided such parts/portions motorable roads, side drains for the purpose of

sale and the **VENDORS** have named the scheme of development of the **SAID PROPERTY** as "**Alberto D'sousa Estate**".

WHEREAS the **VENDORS** are owners in possession of among other portions, the portions marked as Plot No.28 having an area of 533.00 sq.mts. surveyed under Survey No.136/12-B-28 of Village Xeldem, Taluka Quepem by virtue of a **DEED OF SALE** made and executed at Quepem on 17/07/2012 and presented in the Office of the Sub-Registrar at Quepem under Serial No. 744/2012, registered under No.736, Book-1, dated 14/08/2012.

WHEREAS Plot No. 28 of the **SAID PROPERTY** is partitioned by order of Dy. Collector and Sub - Divisional Officer, Quepem- Goa, in Case No.LRC/PART/QUE/18/2013 dated 11/06/2013 and allotted separate Survey No. 136/12-B-28 of Village Xeldem, Taluka Quepem.

AND WHEREAS the **VENDORS** have agreed to sell to the **PURCHASER** the family Partnership and the **PURCHASER** have agreed to purchase from the **VENDORS** Plot No.28 surveyed under Survey No. 136/12-B-28 admeasuring an area of 533.00 sq.mts. for a total consideration of Rs.7,99,500/- (Rupees Seven Lakhs Ninety Nine Thousand and Five Hundred Only) that being the fair and actual market and/or sale value Plot No.28 is hereinafter referred to as the **SAID PLOT**.

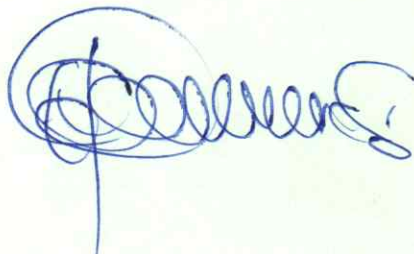
The **SAID PLOT** is more particularly described in the schedule hereunder and more clearly shown in the plan annexed hereto which forms an integral part and parcel of this Deed of Sale for all legal purposes and intents.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. In consideration of a sum of Rs. 7,99,500/- (Rupees Seven Lakhs Ninety Nine Thousand and Five Hundred Only) paid by the **PURCHASER** to the **VENDORS**, the receipt of which is hereby acknowledged by the **VENDORS, VENDORS** as owners, transfer by way of sale the **SAID PLOT** described above **AND ALL** the estate, right, title, interest, claim and demand whatsoever the **VENDORS** had, in or to the **SAID PLOT** hereby transferred and every part thereof to **HAVE, HOLD, OWN and ENJOY** by the **PURCHASER** as absolute owner forever.

THE VENDORS HEREBY COVENANT WITH THE PURCHASER
AS FOLLOWS:

1. That the **VENDORS** has a good right, full power and absolute authority to grant, release, convey and assure the **SAID PLOT** in the manner aforesaid.



2. That the **PURCHASER** shall and may at all times peacefully and quietly enjoy, occupy and possess the **SAID PLOT** for purchaser use and benefit without any claim, demand or disturbances from the **VENDORS**.

3. The **VENDORS** shall from time to time and at all times hereinafter at the request and cost of the **PURCHASER** do and execute all such further acts, deeds and things, conveyances and assurances in law for better and more perfectly assuring the **SAID PLOT** to the use of the **PURCHASER** in the manner aforesaid or as may be reasonably required.

4. The **VENDORS** further covenant with the **PURCHASER** to refund the sale price or part thereof in the event the **PURCHASER** are deprived in any way of the whole or part of any portion thereof of the **SAID PLOT** hereby sold or if any defects are found in the title or as the case may be all times hereinafter at the request and cost of the **PURCHASER** do and execute all such further acts, deeds and things, conveyances and assurances in law for better and more perfectly assuring the **SAID PLOT** to the use of the **PURCHASER** in the manner aforesaid or as may be reasonably required.

5. The **VENDORS** hereby covenant with the **PURCHASER** that he has no objection to the **PURCHASER** to apply to the



Concerned authorities for Mutation and Partition to transfer the **SAID PLOT** in his name in the survey records.

6. The **VENDORS** and the **PURCHASER** covenants that they does not belong to ST/SC as per the notification bearing No. RD/LN/LRC/77 dated 21st August 1978.

7. **PROVIDED ALWAYS** and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained, the expression the **VENDORS** and the **PURCHASER** herein above used shall include their respective heirs, legal representatives, successors and assigns.

SCHEDULE OF THE SAID PLOT HEREBY SOLD :

ALL THAT THE SAID PLOT bearing Plot No.28 admeasuring an area of 533.00 sq. mts. of the property known as "**SONFATORE** or "**SONA FATORE**" or "**SONDAFOTOR**" situated at Village Xeldem, within the jurisdiction of Village Panchayat Xeldem, Taluka and Sub-District of Quepem, District of South Goa, State of Goa, registered in the Land Registration Office under No. 5550 and enrolled in the Land Revenue Office under Nos. 181,183, 185, 187 and 190, surveyed in the record of Rights under Survey No. 136/12-B-28 of Village Xeldem, Taluka Quepem which plot

forms as an independent, separate and distinct unit by itself and is bounded as under: -

On the East : By Plot No.29 surveyed under Survey No.136/12-B-46 of the same property,

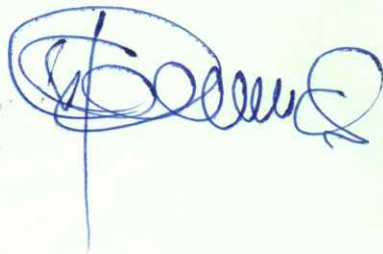
On the West : By Plot No.27 surveyed under Survey No.136/12-B-45 of the same property,

On the North : By 8 mts. wide reserved road of the same property, and,

On the South : By remaining part of the same property of the owners and property surveyed under Survey No.136/16 of owners.

IN WITNESS WHEREOF the **VENDORS and PURCHASER** hereto have set and subscribed their hands on the day, month, year and place first herein above written in the presence of two witnesses.

..16/-



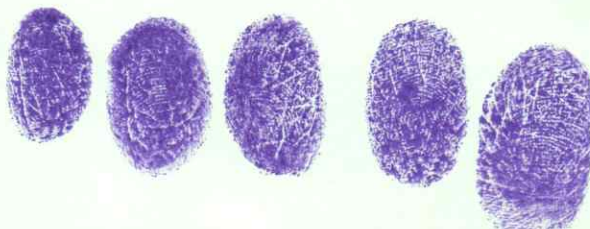
VENDORS:-



Shri. DOMNICK FERNANDES
for self and as duly constituted
Attorney of the **VENDOR No. 2**
and partner of Nirmal Estates
Firm.



Left hand thumb impression :-

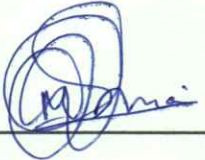


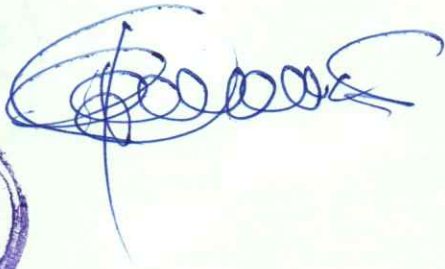
Right hand thumb impression :-



WITNESSES:

1.  Sushma Gaonkar, R/o, Malkarnem, Quepem - Goa

2.  Mohamed Hosmani Sirvoi Quepem, Goa



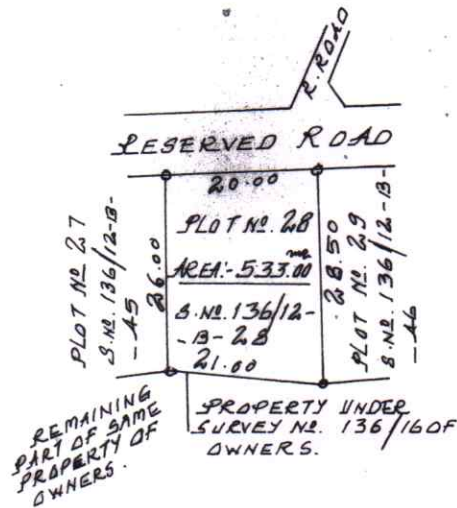


PLAN

SHOWING PLOT NO. 28, BEARING SURVEY NO. 136/12-
-B-28, SITUATED AT VILLAGE XELODEM OF RUEPEM
TALUKA.

SCALE:- 1:1000

AREA:- 533.00 Sq. mts



VENDORS:-

PURCHASER:-

Office of Sub-Registrar Quepem

Government of Goa

Print Date & Time : 19-01-2018 10:50:35 AM

Document Serial Number : 106

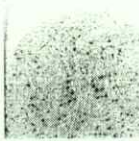
Presented at 10:23:00 AM on 19-01-2018 in the office of the Sub-Registrar(Quepem) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	15990.00
2	Processing Fees	380.00
	Total :	16370.00

Stamp Duty Required: 24000.00

Stamp Duty Paid: 24000.00

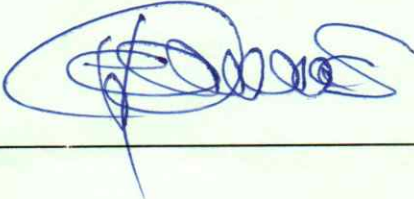
Domnick Fernandes presenter

Name	Photo	Thumb Impression	Signature
Domnick Fernandes ,S/o. Joaquim Manuel Fernandes , Married,Indian,age 73 Years,Business,r/oH. No. 8/9, Tilamol, Xeldem, Quepem Goa. For self as a Partner of NIRMAL ESTATES and as a Vendor No. 1 and as a duly constituted attorney of Vendor No.2, vide POA dated 18/04/2009 executed before Notary Mahendra V. Gavas at Quepem reg. under No. 1179/09.			

Endorsements

Executant

1 . Domnick Fernandes , S/o. Joaquim Manuel Fernandes, Married,Indian,age 73 Years,Business,r/oH. No. 8/9, Tilamol, Xeldem, Quepem Goa. For self as a Partner of NIRMAL ESTATES and as a Vendor No. 1 and as a duly constituted attorney of Vendor No.2, vide POA dated 18/04/2009 executed before Notary Mahendra V. Gavas at Quepem reg. under No. 1179/09.

Photo	Thumb Impression	Signature
		

Identification

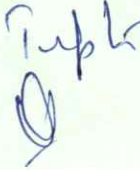
Sr No.	Witness Details	Signature
1	Lourenco Mascarenhas , S/o. Piedade Mascarenhas,Married,Indian,age 54 Years,Service,r/o Quepem, Goa	
2	Sushma Gaonkar , D/o Ramchandra Gaonkar,UnMarried,Indian,age 26 Years.service,r/o Molcornem- Quepem- Goa	

106/18

Book-1 Document
Registration Number QPM-BK1-00132-2018
CD Number QPMD10 on
Date 19-01-2018


Sub-Registrar (Quepem)
CUM

Scanned By:-



SUB - REGISTRAR
QUEPEM

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

CERTIFIED TRUE COPY ON FEES OF
Rs. 1000/- ALLAN NO. 201800054825
DATED 19/01/2018.




CIVIL REGISTRAR
— CUM —
SUB - REGISTRAR
QUEPEM