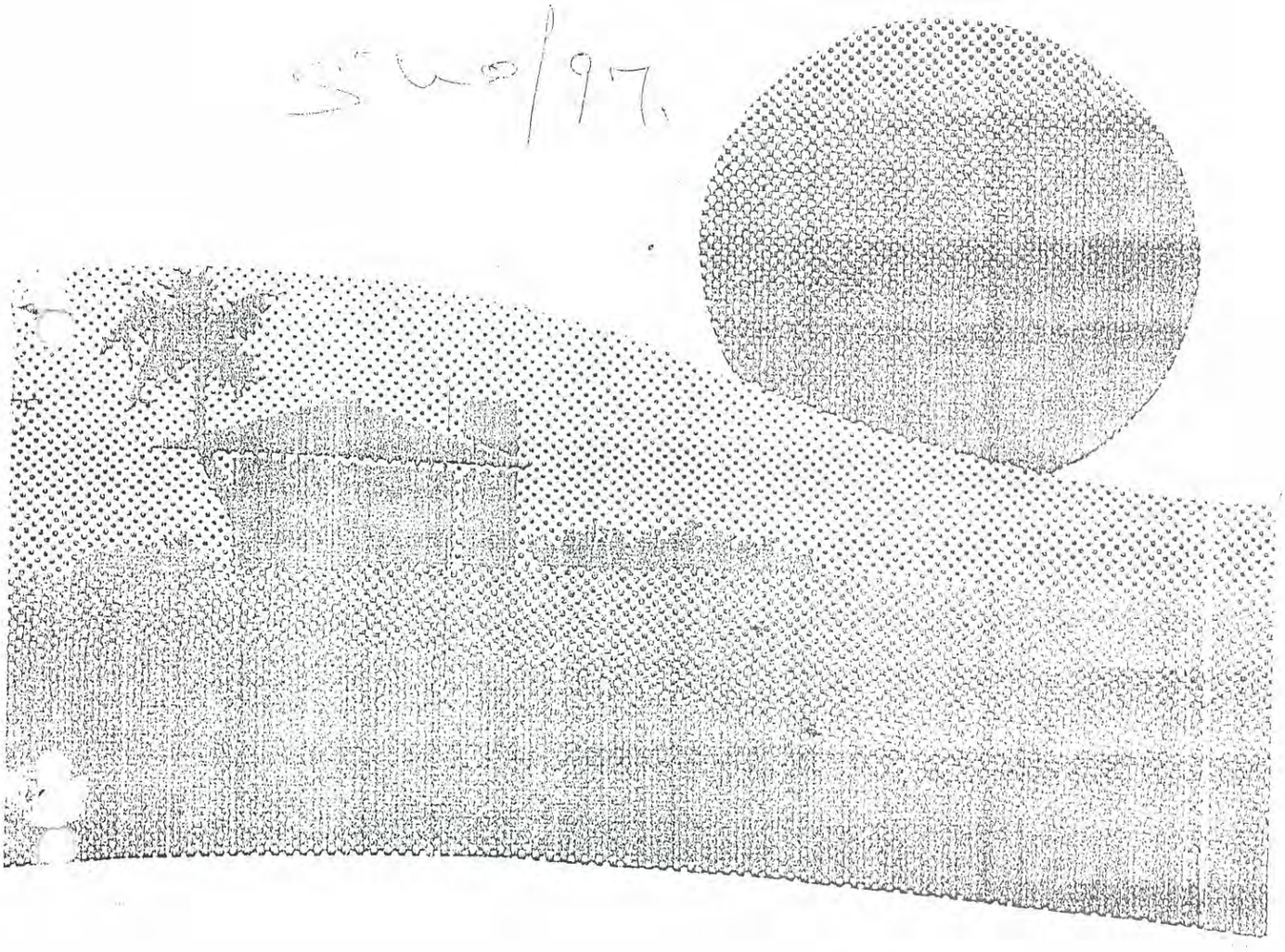
kesarval housing complex

Kesarval, Cortalim-Goa

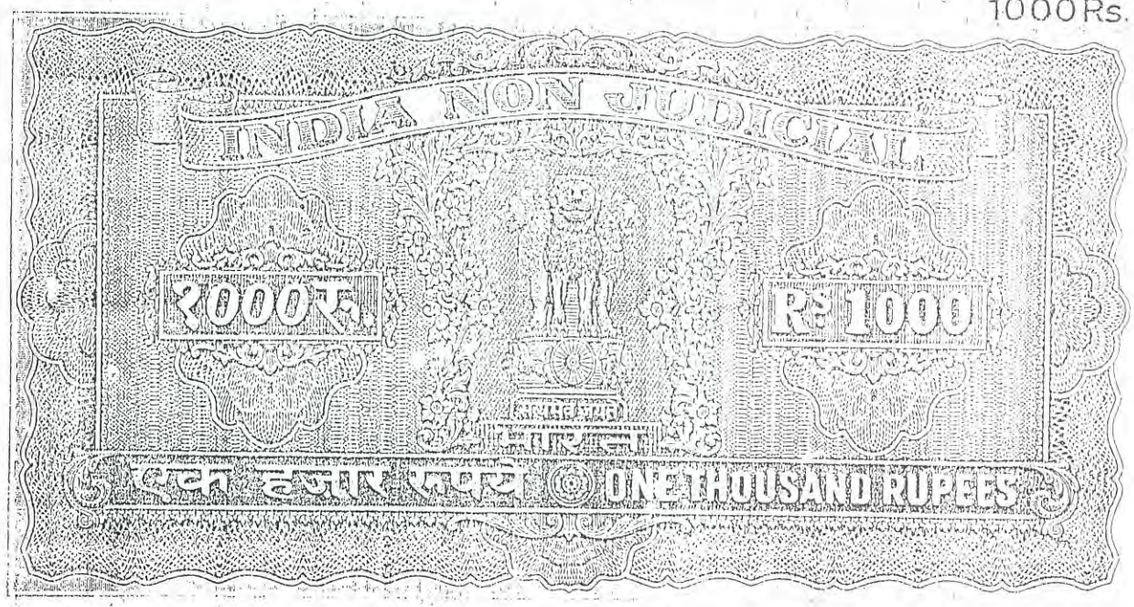


Sale Deed
Plot No. 89

Promoters & Developers
kesarval real estates
'Luchel' Carminho do Monte, Borda, Margao Goa. Ph. 21779.

TRUE COPY

1000Rs.



NOTARY
RAMKRISHNA G
Reg No.. 212
SALCETE TALUKA
MARGAO-GOA
EXPIRY DATE:
28-01-2020
STATE OF GOA
GOVT. OF GOA (INDIA)

540

Margao 28/8/ August 97

620 -00
60 -00
3 -00
683 -00

NOTARY
Adv. Ms. Harjit Kaur
Gurmit Singh
Mormugao
Reg. No. 10583
Expiry date: 28/12/2018
GOVT. OF INDIA

DEED OF SALE

This DEED OF SALE is made at

Margao - Goa on this 28th day

of July of the year One thousand nine hundred ninety seven

1000Rs.

INDIA NON JUDICIAL

₹ 1000

₹ 1000

ONE THOUSAND RUPEES

Reg No. 212
SALCETE TALUKA
MARGAO-GOA
EXPIRY DATE:
28-01-2020
STATE OF GOA (INDIA)

(29/07/1997).

B E T W E E N

M/S KESERVAL REAL ESTATES, MARGAO,

2696

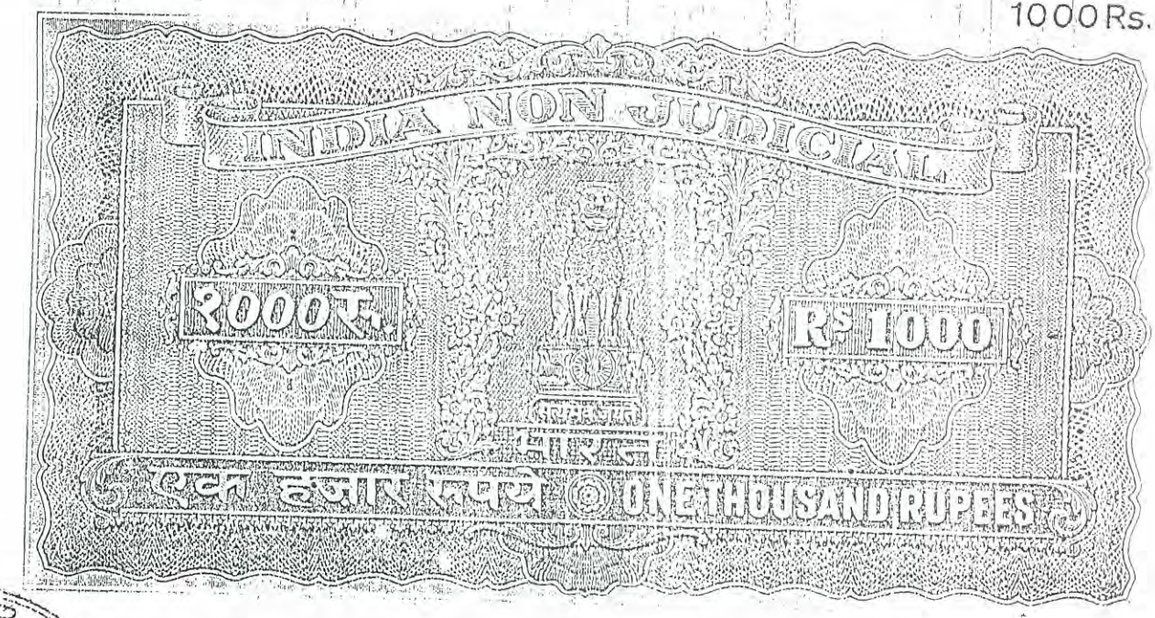
2579

a Partnership Firm registered under
the Indian Partnership Act, 1932.

Ms. Hari
Amrit Singh
Normandy
I. No. 11-28
date: 20.12.1

GOVT. OF

1000 Rs.





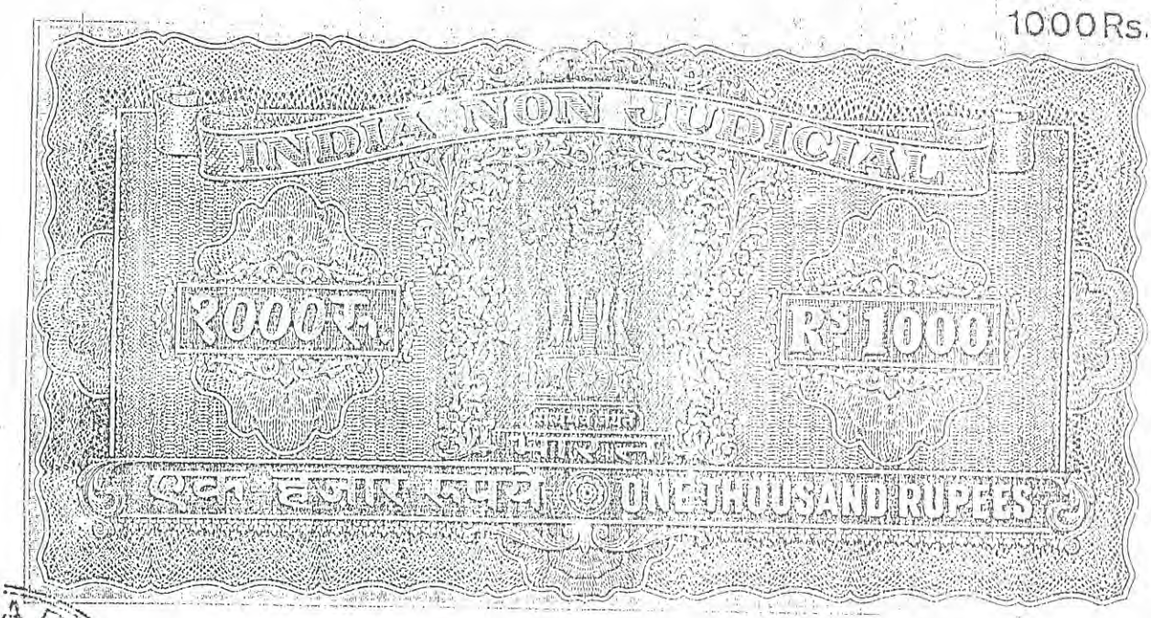
with the Registrar of Firms, Margao
Goa, under No.146 dated 06/08/1985.



2694

2574

having its registered Office at Margao - Goa, represented in this





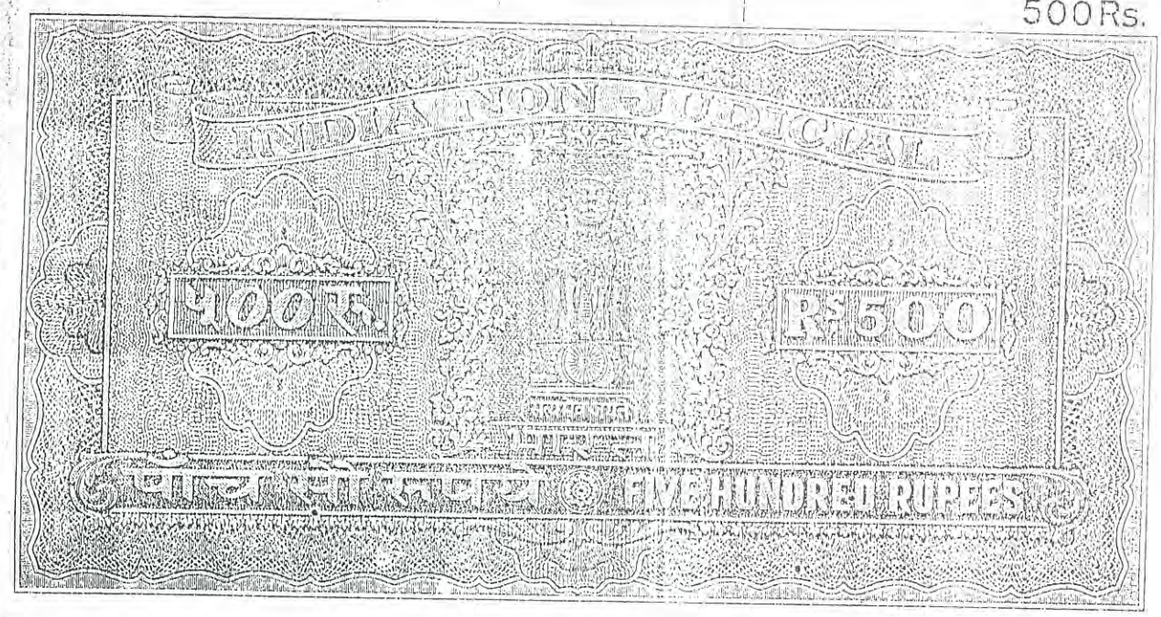
Dead by its Partners i.e. SMT. MUKTA GANESH DAIVAJNA, wife of Shri.



- 3 -

Ganesh Dalvajna, major of age,
businesswoman, residing at Aquem,

500Rs.



...RY
...C BATE
...212
...TALUKA
...GOA
...CATE:
...2020
...F GOA
...OA (INDIA)

- 9 -

Marseo - Goa and (1) SMT. MARIA BERNADITA RAQUELA JAVIER E FALEIRO

alias RACHEL FALEIRO, daughter of the late Shri Santano Xavier, major

50 Rs.

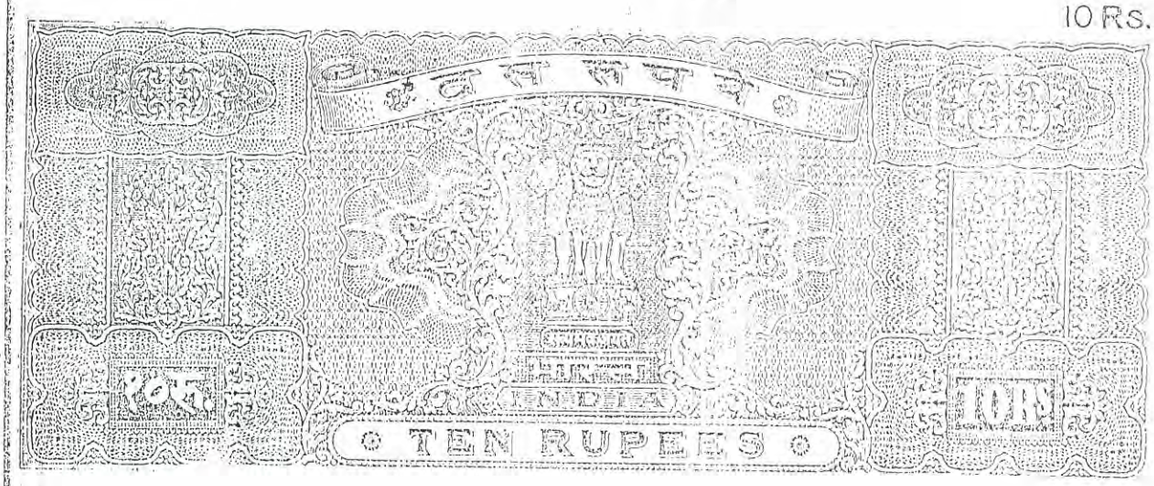


- 11 -

of age, businesswoman, residing at Borda, Margao - Goa, hereinafter

referred to as "the VENDORS" which
expression unless repugnant to the

10 Rs.



GOVT. OF GOA
STATE OF GOA
INDIA

context or meaning thereto shall be
deemed to include their heirs, succ

essors, and assigns of the ONE PART;

AND

MRS.JANET VIEGAS, wife of

Mr.Fletcher Viegas, aged 34 years, a school teacher, residing at Murida, Cuncolim, Goa hereinafter referred to as "the PURCHASER" which expression unless repugnant to the context or meaning thereto shall be deemed to include his heirs, executors, administrators and assigns of the OTHER PART; All the parties hereto are Indian Nationals.

WHEREAS there exists a property known as "ZAMIPEDAR" of cultivation of coconut trees and other trees situated at Quelossim village and Panchayat of Cortalim, Taluka of Mormugao, District of South Goa, State of Goa, described in the Land Registration Office of Salcete, Margao under No.23, 123, not enrolled in the Taluka Revenue Records (Matriz) and which property is recorded in the recent survey records of village Quelossim under the name of BHANKOTEM bearing Survey No.131 sub-division Nos.1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, survey No.132 sub-division No.1 and totally admeasuring 68,600.00 square metres (Sixty Eight Thousand Six hundred square metres only). This property is bounded as follows as per the Land Registration records:

On the East : by the property of "Maina" and "Dando" described under No.1408 & No.1409 of old series;

On the West : by top of hill;

On the North : by rivulet of Communidade and property"Mugrubata"of Cypriano Torrado;and

On the South : by the property "Colder"of heirs of Roque Vincente Vincente Sebastiao de Filipe Lucas under No.23, 123.of Book No.59 of new series.

This property is hereinafter referred to as "the above-mentioned Property".

AND WHEREAS the above-mentioned property is inscribed in the Conservatoria (Land Registration Office) of Salcete at Margao, in the name of Lilia Piedade e Silva.

AND WHEREAS by Will dated 03/03/1924 recorded at Folio No.37 of the Book of Wills No.7 of the Assistant Notary Irineu Constancio Roque da Costa with office at Margao, the said Lilia Piedade e Silva bequeathed the abovementioned property to Ana Maria Guilherminhna das Brotas da Silva e Costa of Loutulim reserving right of usufruct in favour of Maria Agusta da Silva.

AND WHEREAS by Notarial Deed of Succession dated 03/07/1991 as well as Deed of Rectification dated 14/09/1995 recorded in the office of the Notary

Public Ex-officio (Sub-Registrar) at Margao under No.1370 at pages 98v. onwards of Book of Deeds dated 14/09/1995, it transpires that the said Lilia Piedade e Silva died on 22/09/1981 at Cortalim as the widow of Querobino Vaz leaving behind neither ascendants or descendants.

AND WHEREAS by virtue of the Will dated 03/03/1924 lifetime usufruct was kept for Maria Agusta e Silva of Cortalim and one of her legatee was her niece Ana Maria Guilerme Das Bortas .Silva e Costa also known as Guilherme Costa married to Jose Carlos Ansiu dos Remedios Melo, to whom the property was allotted.

AND WHEREAS it transpires from the said Succession Deed that the said legatee Guilherme Costa and her husband Jose Carlos Ansiu dos Remedios Melo expired on 24/01/1965 and 03/09/1986 respectively leaving behind their sole and universal heirs their five children who became the owners of the abovementioned property namely:

a) Margarida Maria Ana Filipes de Melo @ Floripes de Melo e Sousa married to Agnelo Feleciano de Sousa @ Agnelo D'Souza.

b) Damasceno C. M. Maria Dionisio de Melo @ Damasceno de Melo.

c) Joa Ana Maria do Carmo Melo.

d) Louis Jose Cleto Sebastiao de Melo @ Louis Jose Cleto Salustiano de Melo @ Luis Cleto de Melo married to Clementina Cardozo.

e) Maria Lilia Piedade Cardina de Melo @ Maria Lilia de Melo married to Marcelous Joseph Mesquits.

AND WHEREAS the said Maria Augusta Silva expired on 09/03/1971 as a consequence whereof the right of usufruct stood extinguished.

AND WHEREAS by Deed of Sale dated 30/03/1992 registered in the Office of the Sub-Registrar of Mormugao under No.414 at pages 428 to 484 of Book I Vol.75 dated 05/08/1992 the said Margarida Maria Ana Floripes de Melo and others sold to the VENDORS the abovementioned property free from encumbrances, charges, and/or demands of any nature whatsoever.

AND WHEREAS the VENDORS having taken possession of the said property carried out necessary mutation in the survey records and even developed the above-mentioned property into plots for sale to prospective Purchasers in the name of **"KESARVAL SPRING VALLEY"**.

AND WHEREAS the PURCHASER approached the VENDORS with a request that the VENDORS sell to the PURCHASER a portion of the abovementioned property

free from encumbrances, demands, charges of any nature whatsoever, being Plot No.09 admeasuring 568.00 square metres. (Five Hundred Sixty Eight square metres only) of "KESARVAL SPRING VALLEY" which are described in the Schedule hereto and better represented in the plan annexed hereto in red colour.

AND WHEREAS by an agreement dated 28/06/94 the VENDORS have agreed to sell the above mentioned Plot No. 09 admeasuring 568.00 square metres (Five Hundred Sixty Eight square metres only) of "KESARVAL SPRING VALLEY" as separate and distinct plot which are described in the Schedule hereto and better represented in the plan annexed hereto in red colour which plan is to form an integral part of this Deed of Sale for a sum of Rs.56,800 (Rupees Fifty Six Thousand Eight Hundred only) which is the prevailing market price.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That in pursuance of the said Agreement and in consideration of a sum of Rs.56,800 (Rupees Fifty Six Thousand Eight Hundred only) paid by the PURCHASER receipt whereof the VENDORS have acknowledged, and do hereby acquit and discharge the PURCHASER from each and every part thereby,

the VENDORS and each of them adopt, grant, convey, transfer and share unto the PURCHASER viz Plot No.89 to the PURCHASER admeasuring 568.00 square metres. (Five Hundred Sixty Eight square metres only), of "KESARVAL SPRING VALLEY" as separate and distinct plot better described in the Schedule herein below and better represented in the plan annexed hereto in red colour which plan is to form an integral part of this Deed of Sale AND ASSURE UNTO THE PURCHASER all the right, title, estate, interest, claim and demand whatsoever at law and in equity of the VENDORS in or upon the said plot sold by the present Deed of any part thereof TO HAVE AND TO HOLD all and singular the said plot hereby granted, conveyed, transferred and assured UNTO AND TO THE USE and benefit of the PURCHASER absolutely and forever as ordinarily pass on such sale.

2. The VENDORS covenant that:

i) They have full power and absolute authority to grant, convey, transfer and assure the said plot of land hereby granted, conveyed, transferred and assured or intended so as to be unto and to the use of the PURCHASER in the manner aforesaid.

unto and to the use of the PURCHASER in manner as aforesaid as shall be reasonably required by the PURCHASER for assuring the said plot of land hereby granted conveyed, transferred and assured to the PURCHASER in the manner aforesaid.

3. The PURCHASER hereby declare that they have verified the title of the VENDORS and are satisfied about the same.

4. It is expressly provided herein that as from date of this Deed of Sale, the PURCHASER shall be liable to apply for mutation of survey records in respect of the plots sold, conveyed, transferred by virtue of the present Deed of Sale as also to pay all taxes and other statutory details and/or charges that may be levied from time to time.

S C H E D U L E

Plot No.89 of "KESARVAL SPRING VALLEY" of the VENDORS admeasuring 568.00 square metres. (Five Hundred Sixty Eight square metres only) which is part of the abovementioned property which plot is bounded as follows :

ii) AND THAT it shall be lawful for the PURCHASER from time to time and at all the times hereafter to hold under, upon, occupy, possess and enjoy the said plot hereby granted, conveyed, transferred and assured to and for their own use and benefit without interruption, claim and demand whatsoever from or by the VENDORS.

iii) AND THAT free and clear and absolutely acquitted, exonerated, released and forever discharged by the VENDORS or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them.

iv) AND FURTHER that the VENDORS claiming any right, title or interest in the said plot of land hereby granted, conveyed, transferred and assured or any part thereof by, from under or in trust for them, the VENDORS shall and will from time to time hereafter at the request and cost of the PURCHASER do and execute or cause to be done and executed all such further and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting

North : By Plot No. 82

South : By 8 Mtr.wide Road & Open Space.

East : By 10 Mtr. wide Road.

West : By Plot No. 80.

The Plot No.83 is surveyed under survey No. 131 part 13,14 & 15 of village of Quelossim, Marmagoa Taluka. The plot presently sold is better represented in red colour in the plan annexed hereto, which plan is to form an integral part of this Deed of Sale.

IN WITNESS WHEREOF the parties have subscribed their respective hands on the day and year first hereinabove written:

SIGNED, SEALED AND DELIVERED)
by the withinnamed VENDORS)
M/s. Kesarval Real Estates)
through its Partners:)

i) SMT. MUKTA GANESH)
DAIWAJNA)

ii) SMT. MARIA D)
BERNADITA RAQUELA)
XAVIER E FALEIRO)
alias RACHEL)
FALEIRO)

SIGNED, SEALED AND DELIVERED)
by the withinnamed PURCHASER)
MRS. JANET VIEGAS)

In the presence of:

1. Illegible

2. Illegible

Executing parties

1- M/s Reserval Real Estate Nairobi represented by its partners

a/ Suit Maria Consolata Dalmazia Wajir 7 age, business woman P.O. Box Nairobi

b/ Suit Lara Bernadette Raquel Jones & Fellows alias Rachel Fellows Wajir 39 years business woman P.O. Box Nairobi

2- Mrs Janet Nieggs aged 34 years teacher P.O. Nairobi

Date

Witness

Date

Witness

Date

- Issued 20/8/1997

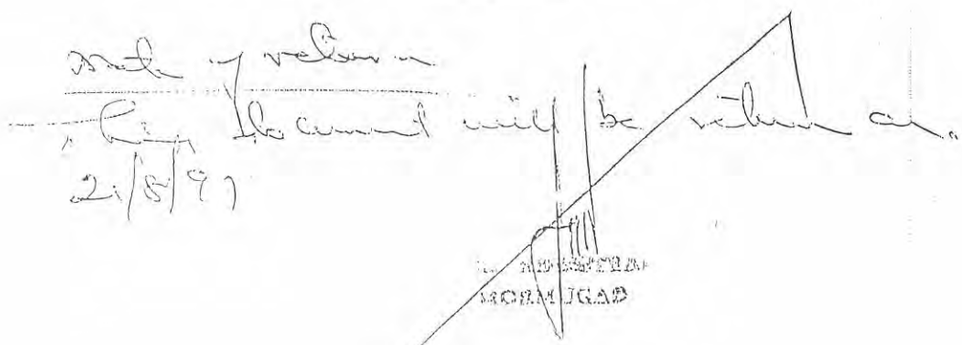
Registration No. 3761

Book I

Date 21/8/97

Registrar







CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL

18/01/2018
RAMKRISHNA G BALE
NOTARY
SALCETE TALUKA
STATE OF GOA (INDIA)

REG NO.....
DATE 18th January, 2018



Certified To Be The
True Copy of the original

Adv. Ms. HARJIT KAUR GURMIT SINGH
NOTARY
(Govt. Of India)
Shop No. 26, Ground Floor
Karma Paes Avenue,
Vasco-da-Gama, Goa.
Reg. No. 715/2018
Date: 02/02/18

