

1617

3000Rs



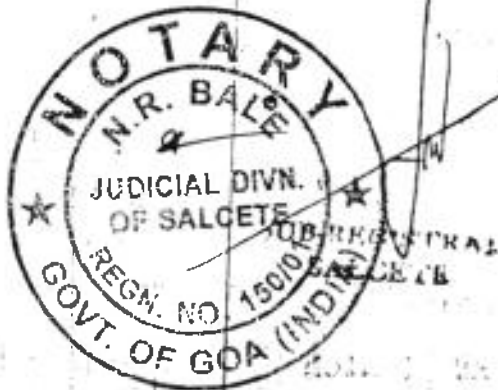
TRUE XEROX COPY



1375

Salcete 11/8/91

*Handwritten signature*



Registration 1510-00

Copying (Police) 45-00

Copying (Mortgage) 9-00

Stampage ~~1510-00~~

SUB-REGISTRAR SALCETE

DEED OF SALE

THIS DEED OF SALE IS MADE AND EXECUTED AT

7  
 Value  
 Name  
 Rec. Margao  
 u.s. Prudha  
 24-7-51  
 1,500.00  
 attached along with.

Signature of [illegible]



-2-

MARGAO On this 29th day of the month of July of the year one thousand nine hundred ninety one-

BETWEEN:-

1- Pe VICTOR <sup>MIGUEL</sup> ~~MIGUEL~~ HELIDORO PIEDEDE DA SILVA  
 alias VICTOR <sup>MIGUEL</sup> ~~MIGUEL~~ DA SILVA, aged 56 years,  
 bachelor, landlord, son of Roque Patricio da  
 Silva, residing at Borda, Margao, hereinafter  
 called for brevity, s sake THE VENDOR (which  
 expression shall unless repugnant to the



3000Rs.



-3-

context or meaning thereof be deemed to include his heirs, successors, legal representatives, administrators, executors and assigns) OF THE FIRST PARTY-

2- SHRI RATNAKAR VITHAL RAIKAR, son of Vithal Vishnum Raikar, aged 43 years, married, business sole proprietor of SHRI KAMACSHI BUILDERS, residing at Laximin Apartments, Borda, Margae.. hereinafter called for brevity, s sake THE



Signature of Purchaser  
 Signature of the Ex...  
 Address...  
 Name...  
 24-7-51  
 15.00.11  
 12  
 Mazon



-4-

PURCHASER (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representatives, administrators, executors and assigns) OF THE SECOND PARTY

AND

3- SHRI JOSE DANIEL FELIX DE SOUZA, son of Casimiro Nazareth de Souza, aged 37 years, married, businessman, residing at Seraulim,



3000Rs



-5-

Taluka Salcete, hereinafter called for brevity, sake THE CONFIRMING PARTY (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs successors, legal representatives, administrators executors and assigns) OF THE THIRD PARTY-

All the persons of the above said parties are Indian Nationals-





No. 7  
Value  
Name  
Residence  
Address

Maya  
No

24-7-91  
M. S. Pralaya

M. S. Pralaya

15/10/91

Signature of the Ex. Auditor

Signature of the Vendor

-6-

WHEREAS THE VENDOR above named is the lawful owner and possessor of the property known as MADLEM or MARLEM, situated at Marlem, within the Margao Municipal area, Taluka and Sub District of Salcete, District of South Goa State of Goa, more fully described in THE FIRST SCHEDULE below mentioned-

WHEREAS Fr- PEDRO ANTONIO JACINTO JOSE ROQUE ESPIRITO SANTO ALVARES alias Fr. PEDRO ANTONIO ALVARES, bachelor, priest from



3000Rs



-7

Vasco da Gama, original owner of the said property MADLEM or MARLEM, had gifted the same to the above mentioned VENDOR Pe-VICTOR MIGUEL DA SILVA, reserving for himself the life time usufruct, by deed of gift executed on 15th June 1969, duly registered in the Office of the Sub Registrar of Balcete at Margao under no912 at pages 368 to 371 of Book no1 volume no52 on 30th August 1969-







3000Rs.



-9

(Rupees three lakhs only) and under the terms and conditions mentioned therein-

WHEREAS the original agreement for sale was renewed, extending the time limit for execution of final sale deed by three separate agreements dated 23rd June 1987, 28th June 1988 and 28th March 1991 and finally by agreement dated 11th April 1991, THE CONFIRMING PARTY had indicated as his Nominee, the above



24.7.51  
Mangal  
7200  
15000/-  
Address

Signature

Signature

mentioned PURCHASER, in whose name is to be transferred the said property, by executing a final sale deed, at the price of Rs.3,00,000/ (Rupees three lakhs only)

WHEREAS the above mentioned CONFIRMING PARTY had already paid to THE VENDORS, who had agreed to sell to him the below described property, an amount of Rs.1,00,000/- (Rupees one lakh only), as earnest money, with due

NOTARY  
W. L. RAO

NO. N.P.  
JUD. OF  
G.O.T.

NOTARY  
N.R. BALE  
JUDICIAL OFFICER  
RAJAPUR  
1951

1000Rs.



11

acknowledgment and it was agreed between the parties that the balance amount of selling price of Rs.2,00,000/ (Rupees two lakhs only) is to be paid at the time of execution of final sale deed-

WHEREAS the said Fr PEDRO ANTONIO ALVARES died on 10th July 1991 and consequently the usufructuary right has been ceased, and THE VENDOR <sup>MIGUEL</sup> Pe VICTOR MANUELA DA SILVA, became the whole and sole owner and possessor of the said



*[Handwritten notes and signatures at the top of the page, including names like V. S. and V. S. Silva]*

property below described in THE FIRST SCHEDULE  
WHEREAS as per the last agreement dated  
11th April 1991, the parties hereto are willing  
to execute the final sale deed in the name of  
THE PURCHASER-RATNAKAR VITHAL RAIKAR- who is  
the Nominee indicated by THE CONFIRMING PARTY  
above named-

WHEREAS No objection certificate for  
registration of sale deed has been granted by  
the Southern Planning and Development Margao,



1000Rs.



13

under letter noSPD/1048/2136/90-91 dated 6/9/90

WHEREAS the selling price represents its market value at the time of agreement for sale-

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS

1- That in pursuance of what has been stated above and in consideration that THE PURCHASER has paid the total amount of selling price





2/19  
[Faint handwritten text]

Signature of Vendor  
Signature of Purchaser  
[Handwritten initials]

of Rs.3,00,000/ (Rupees three lakhs only)  
being Rs.1,00,000/ (Rupees one lakh only) to  
THE CONFIRMING PARTY who had advanced the said  
amount for part payment of agreed selling price  
and Rs.2,00,000/ (Rupees two lakhs only) to  
THE VENDOR, towards balance amount of selling  
price, the receipt whereof both the parties  
hereby admit and acknowledge as having received  
giving full acquittance of the amounts received



1000Rs.



15

respectively, for all legal purposes, the said VENDOR, as lawful owner and possessor of the property described in THE FIRST SCHEDULE below mentioned, as per the indication and nomination of the CONFIRMING PARTY, does hereby sell, convey transfer, grant, assign and assure unto THE PURCHASER the said property, transferring in favour of THE PURCHASER all the domain, right, title, action, possession, interest, appurtenances whatsoever, together with all trees, paths, passa



No. 239  
 Date of Stamp Paper 1911  
 Name of Purchaser Nelson  
 Residence 1111 1/2 St. Paul  
 Purpose Gift (Transferring) 1/2

Signature of grantor

Signature of purchaser

16

ges, access, easements, structures, water,  
 water courses, hedges, ditches, privileges, li-  
 berties, and all and whatever existing therein  
**TO HAVE, TO HOLD, TO USE and TO ENJOY** the same  
 by **THE PURCHASER** his heirs, successors, legal  
 representatives, administrators, executors and  
 assigns, absolutely and forever, free from all  
 encumbrances, charges, liens whatsoever, in the  
 manner aforesaid.





2-THE VENDOR covenants with THE PURCHASER as follows-

- i) That THE VENDOR has good right, full power and absolute authority to sell the said property in the manner above-
- ii) That THE VENDOR has clear, marketable, unencumbered and subsisting title over the said property-
- iii) That the said property is free from all encumbrances, charges, liens whatsoever.
- iv) That the said property is not subject matter to any notice, notification or proceedings under



Handwritten notes and signatures at the top of the page, including the name "Silva" and some illegible text.

the Land Acquisition Act 1968 or under the Administration of Evacuee Property Act

v) That there are no litigation or any legal proceedings before any Court/Tribunal/Administrative Authority or any other Authority in respect of the said property-

vi) That there are no mundcares or tenants in the said property

vii) That there are no any other person/persons who may claim any agricultural tenancy right, nor any other right of easement, or any other





nature over the said property

viii) That the said property is surveyed in the city survey Office Margao under chalta no22 and 22 of P.T Sheet no193, having total area of 12261 sq metres

3- THE PURCHASER may hereafter peaceably and quietly possess, hold, use and enjoy the said property as his own property, without any interruption or disturbance, claim or demand on the part of THE VENDOR or on the part of any other person claiming through or under them-

4- In case THE PURCHASER is deprived of the whole property or any part thereof, by virtue of any lawful claim being made by any person/s whomsoever on the basis of defect in the ownership title of THE VENDOR, HE THE VENDOR undertakes the responsibility to compensate THE PURCHASER as per the law applicable in force-

5- THE VENDOR finally covenants with THE PURCHASER that he shall do or execute or cause to be done or executed all such lawful acts, deeds, matters and things for further and more perfectly conveying and assuring the property hereby conveyed and



every part thereof, as also placing THE PURCHASER in possession of the same according to the true intent or meaning of this deed as shall or may be reasonably required

6- No objection certificate issued by the Southern Planning and Development Authority Margao for registration of sale deed of the property below described, has been granted under letter NoSPD/1048/2136/90/91 dated 6/9/90, which is attached to this Deed alongwith the copy of the plan in duplicate

7- THE CONFIRMING PARTY gave his full consent to the present Sale Deed-

FIRST SCHEDULE ABOVE REFERRED TO

Property known as MADLEM or MARLEM, situated at ward Marlem, within the Margao Municipal area Taluka and Sub District of Salcete, District of South Goa, State of Goa, not described in the Land Registration Office of Salcete, enrolled in the Taluka Revenue Office under matriz no651 and it is surveyed under chalta no22 and 27 of P. T-



-21

Sheet no193 having total area of 12261 sq metres

The said property is bounded as follows

On the north by Pedro Andrade

On the south by Venancio Sebastiao Soares

On the east by Borda Hill and

On the west by Margao hill

IN WITNESS WHEREOF the parties above named  
have set their respective hands on the day, month  
and year first above written, in the presence of  
two attesting witnesses-

THE VENDOR

1 Pe. Victor Miguel D Silva  
MIGUEL  
(Pe Victor Miguel da Silva)

THE PURCHASER

2 Ratnakar Vithal Raikar  
(Ratnakar Vithal Raikar)

Sole proprietor of Shri Kamacshi Builders



THE CONFIRMING PARTY

3 Jose Daniel Felix D'Souza  
(Jose Daniel Felix de Souza)

WITNESSES

1- Victor Miguel Heitor da Silva

2- Shri Kamaishi Builders

1- pe Victor Miguel Heitor da Silva alias Victor Miguel da Silva, 56 yrs, bachelor, landlord, Sto Roque patricio da Silva, No Borda Margau.

2- Shri Kamaishi Builders, No Laximin Apartments, Borda, Margau. its sole proprietor  
a- Shri Rathakar Vithal Rai Kar, Son of Vithal Vishwanath Rai Kar, 43 yrs, married, business.



3- Shri Jose Daniel Felix de Souza,  
S/o Casimiro Nazareth de Souza,  
37 yrs, married, businessman, No.  
Seraulim.

sole  
Sr. Victor Digniel D. Silva

Subscribed by Victor Digniel D. Silva

Jose Daniel Felix D'Souza

Margao dated 1st August 1991

UB-REF  
SALCETE

Certificate

In come tax clearance has  
been granted under  
letter no. I (W) III / 91-92

Margao dated 3rd September 1991

N. R. BALE  
ADVOCATE & NOTARY  
MARGAO  
GOA (INDIA)  
UB-REF  
SALCETE



Registered No. 1617  
of page 258 263  
Book No. I 203  
Date 31/12/91

~~Sub-Registrar~~



Date of return: 31/12/91

~~SUB-REGISTRAR  
SALCETE~~



CERTIFIED TO BE A TRUE  
XEROX COPY OF THE ORIGINAL

~~*RA*~~  
**N. R. BALE**  
ADVOCATE & NOTARY  
MARGAO  
STATE OF GOA (INDIA)  
Reg. No: 584/2011  
Dt: 20-2-2011



CERTIFIED TO BE A TRUE  
XEROX COPY OF THE ORIGINAL

~~*Bale*~~  
**N. R. BALE**  
ADVOCATE & NOTARY  
MARGAO  
STATE OF GOA (INDIA)  
Reg. No: 5249/2011  
Dt: 1-11-2011



NOTARIAL NOTARIAL