

DEED OF SALE

Mr. Prakash Datta Alve

Sondip Nagesh Nkiels

DEED OF SALE

THIS **DEED OF SALE** is made and executed on this 30th day of the month of **November** in the year Two Thousand Twenty Three (30/11/2023);

BETWEEN

1. Ms. GOKUL DATTA ALVE, daughter of Mr. Datta Alve, aged 85 years, unmarried/spinster, retired, Indian National, Pan Card No.

Addhaar Card No.

mail: Nil, Phone No.), resident of House No. 95, hear Government School, Don Khuris, Oilem Moll, Sao Jose

De Areal, Salcete, Goa, 403709 and hereinafter referred to as the "VENDOR" (which expression shall, unless repugnant to the context or meaning thereof, mean and include all their heirs, legal representatives, successors, administrators and assigns) of the FIRST PART.

AND

Mr. Prakash Dama Alve

Mr. SANDIP NAGESH NAIK, aged 55 years, married,
 businessman, son of Mr. Nagesh Naik, Indian National, having
 Pan Card No.
 and Aadhaar No.

Phone No. , Email: sandeep.naik91@yahoo.com, resident of H No. 462/C, Aquem, Baixo, Navelim, Salcete, Goa, 403707, and hereinafter referred to as the "PURCHASER" (which expression shall, unless repugnant to the context or meaning thereof, mean and include all his heirs, legal representatives, successors, administrators and assigns) of the SECOND PART.

WHEREAS Ms. GOKUL DATTA ALVE, the VENDOR at Sr. No. 1 is herein represented by her brother Mr. PRAKASH DATTA ALVE, vide Power of Attorney, duly executed before Notary Mr. Santosh G. Naik, registered at No. 6520/2023 dated 01/11/2023.

AND WHEREAS there exists a property known as FONDUGALL or OGDDOBATTA or PONDURGALL or PANDURGALL under Survey No. 288/70, situated at SAO

Mr. Beakash Datta Alvo

GISTRAR OF

JOSE DE AREAL, Salcete Taluka, South-Goa District, State of Goa, within the area and jurisdiction of Village Panchayat of Sao Jose de Areal, in Salcete Taluka, District of South Goa, State of Goa, India, described in the land Registration Office of Salcete under no. No. 45460 (New Series), and is enrolled/ recorded the Matriz in Salcete Taluka Revenue Office, under No. 767, having the Area of 1800 square metres, and bounded as under:

By the Property of heirs of Leao Magno Costa. East:

West: : By the Property of heirs of Tomas Hiliodoro da Costa

REGISTRAR OF SPACERY North: By the Property of heirs of Tomas Hiliodoro da Costa

South: By the Public Road

Hereinafter this property shall be referred to as the SAID PROPERTY.

PROPERTY was purchased by AND WHEREAS the SAID Mr. Antonio Cardozo, vide Deed of Sale dated 07/09/1965 duly executed and registered in the Office of the Notary Ex-Officio, Margao, Goa, at pages 36 overleaf onwards of Notarial Book No. 1240.

AND WHEREAS after the death of Mr. Antonio Cardozo, all his heirs were as follows:

- A) Mrs. Alcina Vaz alias Alecina Vaz, widow and wife of Mr. Antonio Cardozo.
- B) Mr. Honorato Timotio Cardozo, son of Mr. Antonio Cardozo, unmarried.
- C) Mrs. Esperance Cardozo, daughter of Mr. Antonio Cardozo, married, and her husband
- D) Mr. Vincent D'Souza, son of Camilo D'Souza.
- E) Mrs. Julieta Cardozo, daughter of Mr. Antonio Cardozo, married, and her husband
- F) Mr. Mariano Roque Lobo, son of Roque Lobo.
- G) Ms. Santana Cardozo, daughter of Mr. Antonio Cardozo, unmarried.

AND WHEREAS all the above mentioned heirs Mr. Antonio Cardozo, sold the Said property to Ms. Gokul Datta Alve, the Vendor herein, vide Deed of Sale dated 3rd April 2009,

Mr Prakash Datta Alve

Sandin Naorish Naik

registered at Office of Sub-Registrar at Margao under No. 1674 at pages 73 to 86, Book 1, Volume No. 3362, dated 17/04/2009

AND WHEREAS Mrs. Gokul Datta Alve is presently sole owners in possession of the SAID PROPERTY.

AND WHEREAS the **PURCHASER** has approached the **VENDOR** to purchase the distinct and independent SAID PROPERTY having Survey No. 288/70, and area of 1800 square mts.

AND WHEREAS the **VENDOR** do hereby covenant with the **URCHASER** as follows:

- sold is perfect and unassailable and that the **VENDOR** do have the right, power and authority to sell the same to the **PURCHASER** without any let/issue/ or hindrance.
- b) That this sale is made free from any encumbrance or charge whatsoever.

Mr. Prakash Datta Alve

EGISTRAR OF

c) That whensoever reasonably required, the VENDOR shall at the cost of the PURCHASER, do all that should be necessary or convenient to ensure that the PURCHASER peaceably holds and enjoys the SAID PROPERTY hereby sold to him.

AND WHEREAS the **VENDOR** has acceded to the request of the **PURCHASER** and have agreed to sell to the **PURCHASER** for a total consideration of Rs. 72,00,000/- (Rupees Seventy Two Lakhs Only), which is its present market value.

NOW THIS DEED OF SALE WITNESSES AS UNDER:-

For a total price consideration of Rs. 72,00,000/- (Rupees Seventy Two Lakhs Only), the amount of Rs. 71,28,000/- (Seventy One Lakh Twenty Eight Thousand only) has been paid by the PURCHASER to the VENDOR, the receipt thereof, the VENDOR hereby fully admits and acknowledges, and the amount of Rs. 72,000/- which is 1% of the total value is paid to the Income Tax Department as TDS by the PURCHASER, and the VENDOR do hereby convey and transfer by way of absolute sale UNTO the PURCHASER, the SAID PROPERTY surveyed under Survey No. 288/70, and area of 1800 square metres, in Sao Jose De Areal Village, Salcete, Goa, India, better

Mr. Prakash Datta Alve

described in **SCHEDULE-I**, hereinafter appearing, free of all encumbrances, so that the **PURCHASER** shall HOLD, HAVE, ENJOY and POSSESS the SAID PROPERTY, along with all the rights, interests, easements, benefits, advantages, privileges, hereditaments, etc. available to the SAID PROPERTY or to the owner thereof and along with all that is situated therein, from today and forever as the absolute owner thereof.

- 2. The **PURCHASER** has paid to the **VENDOR**, the receipt thereof, the **VENDOR** hereby admits and acknowledges, the consideration amount of Rs. 71,28,000/- (Seventy One Lakh Twenty Eight Thousand only), after deduction towards TDS amount of Rs. 72,000/- (Seventy Two Thousand only), in the
 - a) Cheque No. 041412, issued from The Citizen Co-operative Bank Ltd., Aquem –Baixo Branch, amounting to Rs. 5,00,000/- (Five Lakhs only);
 - b) Cheque No. 041413, issued from The Citizen Co-operative Bank Ltd., Aquem –Baixo Branch, amounting to Rs. 12,50,000/- (Twelve Lakhs Fifty Thousand only);
 - c) Cheque No. 049545, issued from The Citizen Co-operative Bank Ltd., Aquem –Baixo Branch, amounting to Rs.
 17,50,000/- (Seventeen Lakhs Fifty Thousand only);

M. Dalach Para Alve

- d) Cheque No. 049546, issued from The Citizen Co-operative Bank Ltd., Aquem –Baixo Branch, amounting to Rs.
 17,50,000/- (Seventeen Lakhs Fifty Thousand only);
- e) Cheque No. 049547, issued from The Citizen Co-operative Bank Ltd., Aquem –Baixo Branch, amounting to Rs. 18,78,000/- (Eighteen Lakhs Seventy Eight Thousand only);
- 3. The **VENDOR** hereby fully agree, admit and accept, that they have received the full consideration amount from the **PURCHASER**, and also confirm that there is no amount due or pending.

The **PURCHASER** has paid as TDS to Income Tax

Department on account of the **VENDOR**, (Rs. 72,000/-) the receipt the **VENDOR** hereby admits and acknowledges, the amount in the following manner:

a) Rs 72000/- vide Acknowledgement Number:
 AK13804906, Challan Identification No. (CIN):
 2311300007244HDFC, dated 30/11/2023, on account of Gokul Datta Alve.

Mr Prakash Datta Alve

- The possession of the SAID PROPERTY is now hereby handed over to the PURCHASER by the VENDORS.
- 6. The **VENDORS** do hereby covenant with the **PURCHASER**, the following:
 - (i) That the SAID PROPERTY hereby sold is free from all encumbrances, whatsoever;
 - (ii) That there are no other person/s having any right or interest, whatsoever, to the SAID PROPERTY hereby sold or any part thereof;
 - (iii) That the SAID PROPERTY hereby sold, or any part thereof, is not subject matter of any seizure, attachment or order estraining transaction or transfer, of any Court, Tribunal, Forum, et judicial Authority, quasi-judicial Authority, Revenue or Fiscal authority, or any lawful Authority;
 - (iv) That the SAID PROPERTY hereby sold is not the subject matter of any litigation, mortgage, agreement with third parties, seizure, attachment or any restrictive order of the Court or any lawful Authority;
 - (v) That the SAID PROPERTY hereby sold or any part thereof,
 is not the subject matter of any notification under Land Acquisition
 Act or any law for the compulsory acquisition of the lands;

Mr. Prakash Datta Alve

GISTRAR OF

- (vi) That the SAID PROPERTY hereby sold is not the subject matter of any tenancy rights, mundkarial rights or any contractual or statutory rights in favour of any person/entity.
- (vii) That there is no dues payable to the Government or any other authorities against the SAID PROPERTY hereby sold.
- (viii) That the **VENDORS** shall fully indemnify the **PURCHASER** against any claims of whatsoever nature by any third party or by any person/s claiming through the **VENDORS**, over or against the SAID PROPERTY hereby sold.

title is defective then the **VENDORS** shall be liable to pay ble the amount of consideration received, apart from initial action as per law.

That the **VENDORS** shall execute all documents which may be found necessary by them to be executed for conferring or confirming proper and better title of the SAID PROPERTY hereby sold in favour of the **PURCHASER**, or for transferring all or whatever records in respect of the land hereby sold, exclusively in the name of the **PURCHASER**.

 That the VENDORS and the PURCHASER hereby declare that they do not belong to the Scheduled Caste/ Scheduled Tribes

Prakastr Datta Alve

community and also the property in transaction does not belong to the Scheduled Caste/ Scheduled Tribes, pursuant to the Notification No.RD/LAND/LRC/318/77 Dated 21/8/78.

9. The VENDORS hereby gives their NO OBJECTION to the SubRegistrar/Mamlatdar of Salcete / Deputy Collector, Salcete, and also ISLR Salcete, for PURCHASER to carry out the Mutation in Form I & XIV of the SAID PROPERTY by including the PURCHASER's names and deleting the VENDORS names, without service of any notice to the VENDORS and the service of notice is waived off by the VENDORS.

The value paid for the said Plot admeasuring the area of 1800 pure mts having Survey No. 288/70, in Sao Jose De Areal Rs. 72,00,000/- (Rupees Seventy Two lakhs Only), and is the present market value of the SAID PROPERTY and the stamp duty 4% is amounting to Rs. 2,88,000/- and therefore the stamp paper amount of Rs. 2,88,000/-- (Rupees Two Lakh Eighty Eight Thousand Only) is affixed to this deed.

SCHEDULE-I

(Description of the said property)

All that property known as FONDUGALL or OGDDOBATTA or PONDURGALL or PANDURGALL under Survey No.

Mr Prakash Datta Alve

288/70, situated at SAO JOSE DE AREAL, Salcete Taluka, South-Goa District, State of Goa, within the area and jurisdiction of Village Panchayat of Sao Jose de Areal, in Salcete Taluka, District of South Goa, State of Goa, India, described in the land Registration Office of Salcete under no. No. 45460 (New Series), and is enrolled/recorded the Matriz in Salcete Taluka Revenue Office, under No. 767, having the Area of 1800 square metres, and bounded as under:

East: By the Property of heirs of Leao Magno Costa.

West: By the Property of heirs of Tomas Hiliodoro da Costa

North: By the Property of heirs of Tomas Hiliodoro da Costa

South: By the Public Road

GISTRAR OF

The SAID PROPERTY is fully described in the Schedule-I hereinabove is more clearly shown and marked in Red in the plan annexed hereto, which shall form part and parcel of this Deed of Sale for all legal purposes and intents.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and signatures to this Deed on the day, month and year first herein above written.

Mr. Prakash Datta Alve

SIGNED AND DELIVERED

by the within named the VENDOR

by her Constituted Attorney





Mr. PRAKASH DATTA ALVE











Right hand finger prints







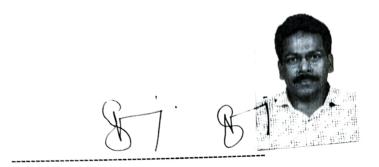




Left hand finger print

Mr. Prakash Datta Alve

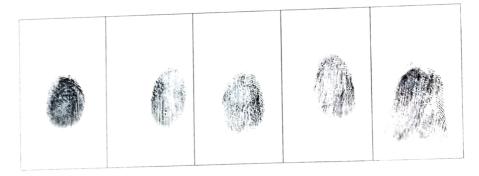
SIGNED AND DELIVERED by the within named the PURCHASER



Mr. SANDIP NAGESH NAIK



Right hand finger prints



Left hand finger prints

Mr. Prakash Datta Alve

WITNESSES:

Mr. Sameer Shrikant Naik, son of Shrikant Naik, having Aadhaar No. , married, service, aged 49 years, Indian National, Resident of H. No. 64/G, Near Datta Mandir, Tolleaband, Davorlim, Salcete, Goa. Pin Code: 403601

Signature :

Mrs. Sharmila Rama Korgaonkar, having Aadhaar No.

', married, ife of Rama Korgaonkar,

aged 58 years, Indian National, Service, Resident of H. No. 116, Korgaonkar Building, Borda, Margao, Salcete, Goa.Pin Code 403601.

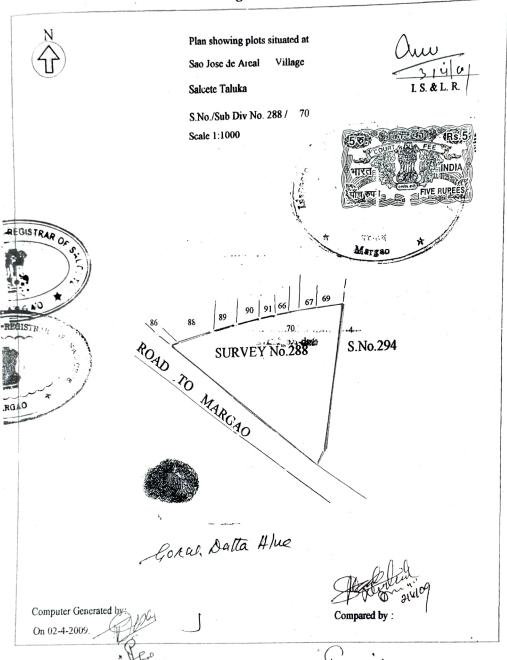
Mr. Prakash Datta Alve



GOVERNMENT OF GOA

Directorate of Settlement and Land Records

Margao Goa







Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Salcete

Print Date & Time : - 06-Dec-2023 12:31:59 pm

Document Serial Number :- 2023-MGO-5256

Presented at 12:26:37 pm on 06-Dec-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

Description	Rs.Ps
	288000
	216000
	2000
	1180
	Total 507180
	Description Stamp Duty Registration Fee Mutation Fees Processing Fee

REGISTRAR CO. Duty Required :288000/-

Stamp Duty Paid: 288000/-

	Bi,

Executer

_		Address	Photo	Thumb	Signature	i
	Sr.NO	Party Name and Address	- 100 MO 100 FC	and identity in		
	1	SANDIP NAGESH NAIK, Father Name:Nagesh Naik, Age: 55, Marital Status: Married, Gender:Male,Occupation: Business, House No. 462/C, Aquem-Baixo, Navelim, Salcete, Goa, PAN No.:			8	
	2	Prakash Datta Alve As Attorney Of Gokul Datta Alve , Father Name:Datta Alve, Age: 77, Marital Status: ,Gender:Male,Occupation: Other, House 95, Don Khuris, Oilem Moll, Sao Jose de Areal, Salcete, Goa, PAN No.: , as Power Of Attorney Holder for GOKUL DATTA ALVE			AL.	

Witness:

I/We individually/Collectively recognize the Purchaser, POA Holder, Vendor,

- 110	Party Name and Address	Photo	Thumb	Signature
Sr.NO	Name: Sameer Shrikant Naik,Age: 49,DOB: ,Mobile: ,Email: ,Occupation:Service , Marital status : Married , Address:403601, House No. 64/G Near Datta MAndir Davorlim Salcete Goa, House No. 64/G Near Datta MAndir Davorlim Salcete Goa, Davorlim, Salcete, SouthGoa, Goa			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
	Name: SHARMILA RAMA KORGAONKAR, Age: 58, DOB:		a title are	M
	,Mobile: 9545413129 ,Email: ,Occupation:Self Employed ,			ر مورد
*	Marital status: Married, Address:403602, 116, 116, Korgaonkar			20 hor
,	Building, Borda, Margao, Salcete, SouthGoa, Goa	1		Ş. `

Sub Registrar Civil Registrar

-Cum-

Document Serial Number :- 2023-1150-5256



Document Serial No:-2023-MGO-5256

Book :- 1 Document

Registration Number :- MGO-1-5114-2023

Date: 06-Dec-2023

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Salcete)
Civil Registrar

-Cum-**Sub Registrer**

Salcete

