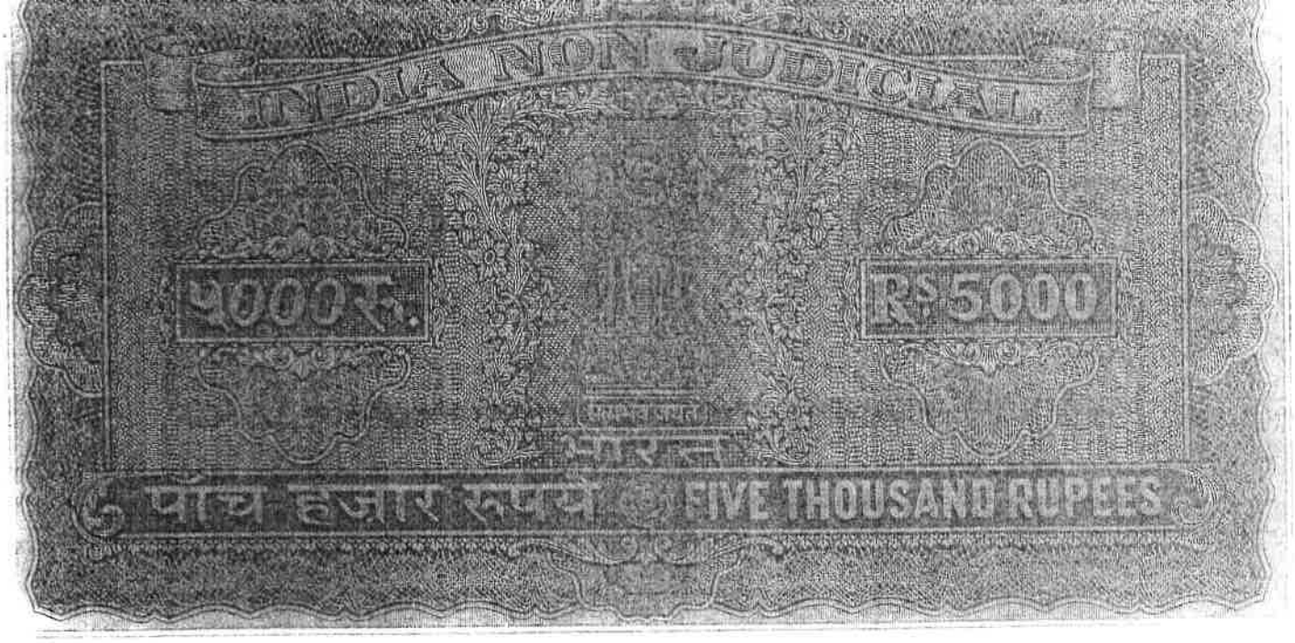
Serial No.
P.
Date
Executed on 24/7/ 19
Signature

DEED OF SALE

This DEED OF SALE executed on this 24th day of September, 1992, BETWEEN CONFRARIA DE

..2/-



..2/-

NOSSA SENHORA DO PORTO SEGURO DA IGREJA DE ST. INEZ, represented in this act by its Administrative Committee Members, its President, Mr. Nicholas Fernandes, aged 41 years, son of Mr. Luis Diago Fernandes and Mrs. Rita Fernandes, residing at Rita Mansion, 2nd Floor, St. Inez, Panaji, Goa, its Treasurer, Mr. Joao

..3/-

Bosco Menezes, aged 38 years, son of Mr. Jose Antonio Menezes and Mrs. Margarida Maria Lucia da Cruz Menezes, resident of Tonca, Camara Bhatta, Panaji, Goa and its Attorney, Mr. Michael Ribeiro, aged 22 years, son of Mr. Santana Ribeiro and Mrs. Caetano Ribeiro, resident of St. Inez, Campala, Opp. Football Stadium, Panaji, hereinafter called the "VENDORS"

(which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors-in-interest and/or assigns) OF THE ONE PART,

A N D

MR. FRANCISCO BRANCO, son of Afonso Branco, of full age, businessman, Indian National, residing at St. Inez, Panaji, Goa, hereinafter

..5/-

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

WHERRAS the Vendor is owner of all that part and parcel of agricultural property known as "PALMAR TOLOI" situated at St. Inez, Tiswadi Taluka, Sub-District of Ilhas, District of North

..6/-

Goa of the State of Goa described in the Land Registration Office of Ilhas under No. 7869 of Book B 21 new at fls. 39 and inscribed under No. 2031 at fls. F-46 of Book F-7 and bearing Taluka Revenue Office No. 24 and old survey No. 12 and chalta No. 1 and 2 of P.T. Sheet No. 121/A of the New City Survey of Panaji and Survey No. 116/1, 117/1 and 118/1 of the Village of St. Inez and bounded as per the survey records

..7/-

as under:-

ON THE NORTH : By the limits of Panaji city.

ON THE SOUTH : By the nallah.

ON THE EAST : By properties bearing Survey No. 117/2, 117/3 and a strip of land formerly belonging to the Vendor adjoining the property bearing Survey No. 117/2.

ON THE WEST : By a rivulet.

admeasuring about 8032 square metres and better

..8/-

described in the Schedule I hereto annexed and identified in the plan hereto annexed with red line on its boundaries.

AND WHEREAS there is a house of Mundkar existing in the said property which admeasures about 99 square metres and is indicated in the plan hereto annexed in red boundary line and the said house is in occupation of Mrs. Conceicao Estrocio for the last 20 years and the Purchaser had disputes with the said Conceicao Estrocio concerning her occupation in respect of the said

house.

AND WHEREAS the Vendor had instituted a suit against the Purchaser in the Court of the Civil Judge, Senior Division, Panaji, bearing No. 115/89 for permanent injunction against the Purchaser and in settlement of the said disputes the said suit too is being settled.

AND WHEREAS in settlement of these disputes between the Vendor and the Purchaser, the Purchaser has agreed to buy the said property

..10/-

described in Schedule I to the extent of 8032 square metres for a consideration of a sum of Rs. 10,04,000/- (Rupees ten lakhs four thousand only) out of which the Purchaser has paid by Demand Draft No. 0807319/109/89-90 dated 17.6.1989 a sum of Rs. 4,00,000/- (Rupees four lakhs only) and is effecting payment of the balance consideration of Rs. 6,04,000/- (Rupees six lakhs four thousand only) to the Vendor.

AND WHEREAS the Vendor has agreed to sell the said property described in Schedule I to the

..11/-

..11/-

Purchaser including the area of 337 square metres of land shaded in the plan with green shading, which area comprises of the house occupied by the said Mrs. Conceicao Estrocio and the land around it which the Vendor and the Purchaser acknowledge to be the entitlement of the said Mrs. Conceicao Estrocio under the provisions of the Goa, Daman and Diu Mundkars (Protection from Eviction) Act.

AND WHEREAS the Purchaser has agreed to provide an access to the said house and plot of

..12/-

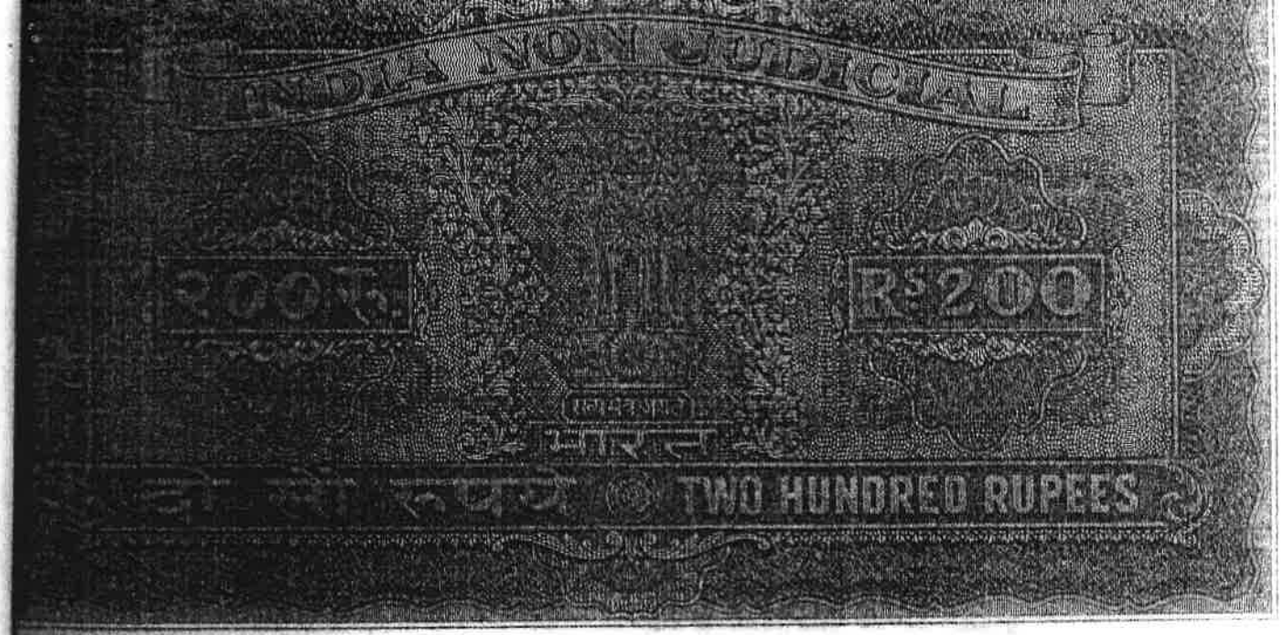
land referred to in the preceding recital through the strip indicated in the plan hereto annexed with yellow shading. The said strip has a length of 10 metres and width of 2 metres.

AND WHERRAS the said Mrs. Conceicao Estrocio has erected a structure in the portion of the property hereby conveyed which is claimed to be used by her as a toilet and which is the subject matter of Civil Suit No. 53/90/C and the said structure depicted in the plan hereto annexed in blue shading the Vendors shall have no objection

that the Purchaser continues the said action in the Civil Suit No. 53/90/C to get the said un-authorised structure demolished.

NOW THIS DEED WITNESSETH:

1. That in consideration of a payment of a sum of Rs. 10,04,000/- (Rupees ten lakhs four thousand only) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby acknowledges, the Vendor hereby conveys unto the Purchaser free from any encumbrances and/or defect in title, all that part and parcel of property described in Schedule I TO HOLD the same unto the Purchaser as



absolute owner thereof, free from any encumbrances and/or defect in title.

2. It is hereby covenanted by and between the Vendor and the Purchaser that the Vendor has a good authority and title to convey the said property described in Schedule I.

3. That, if at any time any defect is found in the title of the said property described in Schedule I, the Vendor shall do all that is required at their own costs for better assuring and/or conveying the title of the said property in favour of the Purchaser.

..15/-

4. The Vendor shall at all times do all that is required for better assuring and/or conveying the title of the said property described in Schedule I in favour of the Purchaser.

5. The Vendor declares that the property described in Schedule I is free from any encumbrances and/or defect in title.

6. That the Vendor shall at the request and cost of the Purchaser do all that is required for correcting the wrong entries in the record of rights existing in so far as the said property described in Schedule I is concerned.

7. The Purchaser agrees and undertakes to acknowledge the right of the said Mrs. Conceicao Estrocio to the house and plot of land around it to the extent of 337 square metres better indicated in the plan hereto annexed in green shading under the provisions of the Goa, Daman and Diu Mundkars (Protection from Eviction) Act, 1975.

8. The Purchaser hereby agrees to provide access to the house of the said Conceicao Estrocio through the area indicated in the plan hereto annexed in yellow shading, the said strip of land admeasures 20 square metres in area and has a length of 10 metres and a breadth of 2 metres. The said

strip of land is indicated in the plan in yellow shading and shall be used as an access.

S C H E D U L E - I

ALL THAT part and parcel of property known as "PALMAR TOLOI" situated at St. Inez, Tiswadi Taluka, Sub-district of Ilhas, District of North Goa on the State of Goa described in the Land Registration Office of Ilhas under No. 7869 of Book B-21 new at fls. 39 and inscribed under No. 2031 at fls. F-46 of Book F-7 and bearing Taluka Revenue Office No. 24 and old survey No. 12 and Chalta No. 1 and 2 of P.T. Sheet No. 121/A of the New City Survey of Panaji and Survey No. 116/1, 117/1 and 118/1 of the Village of Taleigao, and bounded as per the survey records as under:-

ON THE NORTH : by the limits of Panaji city.

ON THE SOUTH : by the nallah.

ON THE EAST : by properties bearing Survey No. 117/2, 117/3 and a strip of land formerly belonging to the Vendors adjoining the property bearing Survey No. 117/1.

ON THE WEST : by a rivulet.

admeasuring about 8032 square metres and better identified in the plan hereto annexed with red line on its boundaries.

IN WITNESS WHEREOF the parties hereto have hereunto signed this Deed on the day, month and year first hereinabove mentioned.

..19/-

SIGNED AND DELIVERED by the withinnamed "VENDOR" of the One Part:

CONFRARIA DE NOSSA SENHORA DO PORTO SEGURO DA IGREJA DE ST. INEZ, through its Administrative Committee Members:-

1) MR. NICHOLAS FERNANDES.
2) MR. JOAO BOSCO MENEZES.
3) MR. MICHAEL RIBEIRO.

SIGNED AND DELIVERED by the withinnamed "PURCHASER" of the Second Part:

MR. FRANCISCO BRANCO.

In the presence of Witnesses:

1) Mangaldas Pakar
2) Ceal S. N. D'Costa

I.T.C.C. No. 67/I/94-95 dt: 24/6/94

N.O.C No. NGPDA/5/T/176/629/94 dt: 20/6/94

been furnished.

Panaji, dated 1/7/1994.

No.RB/CNV/TIS/48/2005

Government of Goa, Daman and Diu

OFFICE OF THE Collector, North Goa District, Panaji

Dated: 25/10/2007.

Read: Application dated nil from Shri Orlando Jose de Freitas Branco and Shri Elloy Afonso Jose de Freitas Branco through ROA holder Shri Sachin Dukle, 313 Mahalaxmi Chambers, 18th June Road, Panaji.

SANAD

SCHEDULE – II

[See Rule 7 of the Goa, Daman and Diu Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1969].

Whereas an application has been made to the Collector of North Goa (hereinafter referred to as "the Collector" which expression shall include any Officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under Section 32 of the Goa, Daman and Diu Land Revenue Code, 1968 (hereinafter referred to as "the said Code" which expression shall, where the context so admits include the rules and orders thereunder) by Shri. Orlando Jose de Freitas Branco and Elloy Afonso Jose de Freitas Branco being the occupant of the plot registered under Survey No.116/1(Part) and 118/1(Part) known as Tambdi Mati" situated at Taleigao - Tiswadi registered under No. Survey No.116/1(Part) and 118/1(Part), (hereinafter referred to as applicant" which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use the plots of land (hereinafter referred to as the "said plot" described in the Appendix I hereto, forming a part of Survey No.116/1(Part) and 118/1(Part) admeasuring 7604.00 square metres be the same a little more or less for the purpose of commercial.

Now, this is to certify that the permission to use for the said plots is hereby granted, subject, to the provisions of the said Code, and rules thereunder, and on the following conditions, namely:-

1. Levelling and clearing of the land – The applicant shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted to prevent insanitary conditions.

2. Assessment – The Applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules thereunder with effect from the date of this sanad.

3. Use – The applicant shall not use the said land and building erected or to be erected thereon for any purpose other than residential/industrial/any other non-agricultural purpose, without the previous sanction of the Collector.

4. Building time limit – The applicant shall within one year from the date hereof, commence on the said plot construction of building of a substantial and permanent description, failing which unless the said period is extended by the Collector from time to time, the permission granted shall be deemed to have lapsed.

5. Liability for rates – The applicant shall pay all taxes, rates and cesses leviable on the said land.

6. Penalty clause – (a) if the applicant contravenes any of the foregoing conditions the Collector may, without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct

(b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the oval or alteration of any building or structure erected or use contrary to the provisions of this grant within time as specified in that behalf by the Collector, and on such removal or alteration not being carried out cover the cost of carrying out the same from the applicant as an arrears of land revenue.