

Name of Purchaser PARIJAT PRAKASH .

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DEED OF SALE



THIS DEED OF SALE is made at Margao, Goa, on this Fifth day of the month of August in the year Two Thousand Eleven (05/08/2011);

BETWEEN

- Mrs. MARIA IVETE CAMARA VELHO alias Mrs. MARIA IVETTE CAMARA E VELHO, daughter of late Acacio Camara, aged about 57 years, married, housewife, Portuguese National of Indian Origin, holding Persons of Indian Origin Card No.
 the Attache (Consular), embassy of India, Lisbon; and also holding Income Tax PAN Card No.
- 2. Mr. CARMO JOAQUIM DE SOUZA VELHO, son of late Bartolomeu Velho, aged about 61 years, Portuguese National of Indian Origin, holding Persons of Indian Origin Card No. (Consular) issued on 29-03-2011 by the Attache (Consular), Embassy of India, Lisbon; employed, holding Income Tax PAN Card No. (Consular), both permanent residents of House No. 223, Antonio C. Pacheco Road Borda, Margao, Goa, but presently residing at Rua do Rouxinol No. 59-1 Esq., Ata. De Rouxinol, Corroios-2800, Almada, Portugal; hereinafter referred topas "the VENDORS" (which

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expression, unless repugnant to the context or meaning thereof, shall include all their heirs, successors, legal representatives, administrators, executors and assigns) of the FIRST PART;

AND

 Mr. PARIJAT PRAKASH PRABHUDESSAI, son of Mr. Prakash Srirang Prabhudessai, aged about 25 years, employed, Indian National, bachelor, holding Income Tax PAN Card No.

with permanent residence at House No. 15/2320, Flat No. F-3/II, Sapana Plaza, A. D. Costa Road, Margao, Goa-403 601 and presently residing at Apartment No. 603, G. R. Shri Nivas, next to Manipal County Club, Begur Hobli, Bangalore, Karnataka – 560 068; hereinafter referred to as "the PURCHASER" (which expression, unless repugnant to the contest or meaning thereof, shall include all his heirs, successors, legal representatives, administrators, executors and assigns) of the SECOND PART;

WHEREAS the VENDORS are represented herein by their Constituted Attorney, Mr. ALAN ACACIO CAMARA alias ALAN CAMARA, son of late Acacio Camara, aged about 52 years, married, landlord, residing at House No. 223, Borda,

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Margao, Goa-403 602, by virtue of General Power of Attorney executed by them on 11.01.1997 before the Notary of Margao, Mr. Mohan A. Redker under his Registration No. 1220/97, a Notarised copy whereof is being presented before the Sub-Registrar of Salcete at Margao, Goa, at the time of presentation of this Deed before him for registration under the Indian Registration Act, 1908;

AND WHEREAS the PURCHASER is represented herein by his Constituted Attorney, Mr. PRAKASH SRIRANG PRABHUDESSAI, son of late Srirang Padmanabh Prabhudessai, aged about 60 years, Advocate, married, residing at House No. 15/2320, Flat No. F-3/II, Sapana Plaza, A. D. Costa Road, Margao, Goa-403 601, by virtue of the Power of Attorney executed by him on 23-07-2007 before the Notary of Margao, Shri. A. V. Prabhu Dessai, under his Registration No. 11245/07, a Notarised copy whereof is being presented before the Sub-Registrar of Salcete at Margao, Goa, at the time of presentation of this Deed before him for registration under the Indian Registration Act, 1908;

AND WHEREAS there exists at Borda in the city of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, Districtor South Goa in the State of

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Goa, the land denominated "MALUPORBULEM" or "MALUPORBOLEM", popularly known as "MARLEM", which land, as a whole, is described in the Land Registration Office of Salcete Judicial Division under No. 550 of Book B No. 2 of New Series, enrolled in the Office of Salcete Taluka Revenue Office under Matriz No. 2842, surveyed for the purposes of City Survey of Margao under Chalta Nos. 1, 2 & 3 of P. T. Sheet No. 175, which entire property is fully described in SCHEDULE-I hereto;

AND WHEREAS the said entire property described in SCHEDULE-I hereto was initially owned by one Mr. Luciano Frederico Alvares and his wife, Mrs. Faustina Filomena de Assencao Colaco, as found inscribed under Inscription No. 132 dated 21.04.1883 at page 29 of Book G No. 1 of the Land Registration Office of Salcete Judicial Division;

AND WHEREAS, upon death of the said Mr. Luciano Frederico Alvares, the instrument of "Justification Deed" dated 16.04.1900 was executed between his widow, by name Mrs. Faustina Filomena de Assencao Colaco and his heirs, being his children by names Mr. Caitano Francisco Alvares, Mr. Jeronimo Merciano Alvares, Mr. Pedro Martinho Alvares and Mr. Constancio Fernandes alias S. Ana Constancio Fernandes and

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their respective spouses, in which instrument it was declared that the said entire property exclusively belongs to the widow i.e. Mrs. Faustina Filomena de Assencao Colaco, since it was exclusively allotted to her in the Inventory Proceedings held upon death of her father by name Mr. Salvador Caitano Colaco;

AND WHEREAS, as found recorded in the provisional Inscription No. 8662 dated 31.01.1902 at pages 143 of Book G No. 10 of the Land Registration Office of Salcete Judicial Division, duly confirmed by further Inscription No. 9707 dated 04.09.1905 at page 88 of Book G No. 12 in the same Office, the said entire property was sold by the said Mrs. Faustina Filomena de Assencao Colaco (widow) to Mr. Rosario da Camara vide the Public Deed dated 11.09.1901;

AND WHEREAS, as found recorded in Inscription No. 14009 dated 01.03.1915 of Book G No. 18 of the Land Registration Office of Salcete Judicial Division, upon death of the said Mr. Rosario da Camara, partition of the assets left behind by him was effected vide the Public Deed drawn on 25.02.1915 at pages 41 (overleaf) to 43 (overleaf) of the Notarial Book No. 251 by the Assistant Notary of Salcete, Mr. Jose Francisco da Silva Coelho, and in such partition the entire property was allotted to his son by name Mr. Rosario Francisco Amarante Camara;



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AND WHEREAS, as recorded under Inscription No. 49561 dated 05.03.1965, the said Mr. Rosario Francisco Amarante Camara also expired and in the Orfanological Inventory. Proceedings filed in the Court of Judicial Division of Beira in Portugal, the said entire property was allotted to his son by name, Mr. Acacio Camara, married to Mrs. Delia Gerson Rebelo e Camara;

AND WHEREAS the said Mr. Acacio Camara expired at Margao, Goa, on 03.02.1997, leaving behind him, as his widow and moiety sharer the said Mrs. Delia Gerson Rebelo e Camara; and as his heirs, he left behind his four married children, by names (i) Mr. Aires Amarante Camara married to Mrs. Malini Sousa Camara. (ii) Mrs. Maria Ivete Camara Velho married to Carmo Sousa Velho i.e. the VENDORS herein, (iii) Mrs. Delia Virginia Camara Pinto married to Mr. Antonio Francisco Costa Pinto and (iv) Mr. Alan Acacio Camara married to Mrs. Ana Dias e Camara, as so declared in the Notarial Deed of Declaration of Succession of Heirs (Escritura de Habilitacao) dated 03.04.1997 drawn at pages 4 onwards of Deeds of Book No. 1384 by the Notary Public Ex-Officio of Salcete at Margao;

AND WHEREAS, for the purposes of partition of the assets left behind by the said late Mr. Acacio Camara, his widow

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i.e. Mrs. Delia Gerson Rebelo e Camara filed in the Court of the Civil Judge, Senior Division at Margao, Inventory Proceedings No. 17/2004/A, in which the said entire property was partitioned into 8 (eight) distinct and separate plots, providing for the internal roads as shown in the Plan of the said entire property forming part of the said Inventory Proceedings;

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AND WHEREAS, as per the partition of the said entire property effected in the said Inventory Proceedings 3 (three) plots identified as Plot A-1, Plot D-1 and Plot I-1 were made in the part of the entire property bearing Chalta No. 1 of P. T. Sheet No. 175; 3 (three) plots identified as Plot A-2, Plot D-2 and Plot I-2 were made in the part of the entire property bearing Chalta No. 2 of P. T. Sheet No. 175; and the entire Chalta No. 3 of P. T. Sheet No. 175, forming part of the said entire property, has been identified as Plot A-3;

AND WHEREAS in the said Inventory Proceedings, the VENDORS have been allotted Plot I-1 forming part of Chalta No. 1 of P. T. Sheet No. 175 and also Plot I-2 forming part of Chalta No. 2 of P. T. Sheet No. 175;

AND WHEREAS the said Plot I-2 forming part of the entire property described in SCHEDULE-I and also part of





Chalta No. 2 of P. T. Sheet No. 175 of Margao City Survey, is fully described in SCHEDULE-II hereto;

AND WHEREAS, the VENDORS are desirous of selling to the PURCHASER and the PURCHASER is desirous of purchasing from the VENDORS, the said Plot I-2 described in the SCHEDULE-II hereto.

NOW THIS DEED WITNESSES AS UNDER:-

1. For a total price consideration of ₹ 76,00,000/- (Rupees Seventy Six Lacs only) paid by the PURCHASER to the VENDORS vide Cheque No. 747155 dated 05-08-2011 drawn on Fatorda branch of Canara Bank, drawn in favour of member No. 1 of the VENDORS, the receipt whereof the VENDORS do hereby acknowledge, the VENDORS do hereby convey and transfer UNTO the PURCHASER, all that land described in SCHEDULE-II hereto, which is a distinct and separated part of the entire property described in SCHEDULE-I hereto as well as the distinct and separated part of Chalta No. 2 of P. T. Sheet No. 175 of Margao City Survey, along with all the rights and interests held by the VENDORS in the said land hereby sold, free of all encumbrances and along with all the easements, advantages

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benefits, privileges, etc. available to the said land hereby sold and also along with all the plants, trees, etc. existing therein, so that the PURCHASER, for all times hereinafter, shall HOLD, HAVE, POSSESS and ENJOY the said land hereby sold as the beneficial owner and possessor thereof, without

any claim or demand or dispute from any person, either claiming through the VENDORS or their predecessors-intitle or from whomsoever.

- 2. The VENDORS hereby declare as follows:-
 - (a) That, before execution of this Deed, the VENDORS have handed over to the PURCHASER the possession of the land hereby sold;
 - (b) That, the sale hereby effected includes right to the PURCHASER to utilize for access on foot or by vehicles, the strip of land reserved for road widening adjacent to southern boundary of the land hereby sold;
 - (c) By virtue of this Deed of Sale, the PURCHASER shall be entitled to carry out mutation of Survey Records in order to record the name of the PURCHASER in the records of Form B or Form D of Margao Cir, Survey, without any need of issuing any notice to the VENDORS.

- 3. The VENDORS covenant with the PURCHASER as under:-
 - (a) That they are the exclusive owners in possession of the land hereby sold and every part thereof, and that they have clear, unencumbered and valid title to the same and every part thereof;

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- (b) That the land hereby sold is free from all encumbrances, whatsoever;
- (c) That the land hereby sold or any part thereof, is not subject matter of any seizure, attachment or order restraining transactions or transfer, of any Court, Tribunal, Forum, other judicial Authority, quasi-judicial Authority, Revenue or Fiscal Authority, or any lawful Authority;
- (d) That the land hereby sold is not the subject matter of any litigation, mortgage, agreement with third parties;
- (e) That the title of the VENDORS to the land hereby sold is free, clear and marketable;
- (f) That the VENDORS shall indemnify the PURCHASER against any claims by the third party or by persons claiming through the VENDORS, or their predecessors-in-title,

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over or against the land hereby sold or any part thereof; and

- (g) That the VENDORS shall execute all further documents, which may be found necessary by the VENDORS to be so executed, for conferring or confirming proper and better title of the land 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.
- The market value of the land hereby sold is ₹ 76,00,000/-(Rupees Seventy Six Lacs Only).

<u>SCHEDULE-I</u> (Description of the entire property)

All that land or property denominated "MALUPORBULEM" or "MALUPORBOLEM", popularly known as "MARLEM", situated at Borda in the city of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa in the State of Goa, which land, as a whole, is described in the Land Registration Office of Salcete Judicial Division under No. 550 of Book B No. 2 of New Series, enrolled in the Office of Salcete Taluka Revenue Office under Matriz No. 2842, surveyed for the purposes of City Survey of Margao under



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Chalta Nos. 1, 2 & 3 of P. T. Sheet No. 175, and bounded as follows:-

East:- By the land bearing Chalta No. 30 of P. T. Sheet No. 154 of Margao City Survey which was earlier owned by heirs of Joaquim Rodrigues;

West:- By land bearing Chalta Nos. 2, 3 & 4 of P. T. Sheet No. 176 of Margao City Survey, formng part of the hill, now owned by family of Mr. Karmali;

North:- By the existing road land the lands bearing Chalta Nos. 43 & 44 of P. T. Sheet No. 154 of Margao City Survey, earlier owned by the heirs of Mariano Pereira, Minguel Francisco Noronha and Roque Clemente; and

South:-

By Chalta No. 28 of P. T. Sheet No. 175 earlier owned by the heirs of Joaquim Constancio Pinto and the existing tar road under Chalta Nos. 29 and 33 of P. T. Sheet No. 175 of Margao City Survey, beyond which lie the lands bearing Chalta Nos. 30, 34, 35 & 36 of P. T. Sheet No. 175 and Chalta No. 5 of P. T. Sheet no. 175, earlier owned by the heirs of Joaquim

Constancio Pinto.

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<u>SCHEDULE-II</u> (Description of the land hereby sold)

All that land or property identified as Plot I-2, forming a distinct and separated part of Chalta No. 2 of P. T. Sheet No. 175 of Margao City Survey, as also distinct and separated part of the entire property denominated "MALUPORBULEM" or "MALUPORBOLEM", popularly known as "MARLEM", as described in SCHEDULE-I hereinabove, situated at Borda in the city of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa in the State of Goa, comprising of an area of 988.00 square meters or thereabout, and bounded as follows:-

- East:- By the Plot D-2 forming part of Chalta No. 2 of P. T. Sheet No. 175 as also the part of the entire property described in SCHEDULE-I hereto;
- West:- By the monsoon water drain beyond which lies the Plot A-1 forming part of Chalta No. 1 of P. T. Sheet No. 175 as also the part of the entire property described in SCHEDULE-I hereto;

North:- By the Plot A-2 forming part of Chalta No. 2 of P. T. Sheet No. 175 and the boundary line clearly demarcated by an existing fence of poles with green

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shrubs (trees), as also the part of the entire property described in SCHEDULE-I hereto; and

By the 3.00 meters wide strip of land which is reserved for widening of the public road lying on its South and also for the access to the land described herein.

The land described in this SCHEDULE, which is the land hereby sold is depicted in red coloured hatched lines in the Plan annexed hereto and forming integral part of this Deed.

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South:-

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

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SIGNED AND DELIVERED by the Within named Mr. Alan A. Camara, Constituted Attorney for both the members of the VENDORS.



(Left hand fingers impression of Mr. Alan A. Camara)



(Right hand fingers impression of Mr. Alan A. Camara)







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SIGNED AND DELIVERED by the Within named PURCHASER, Mr. Parijat Prakash Prabhudessai Through his Constituted Attorney, Mr. Prakash S. Prabhudessai.



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(Left hand fingers impression of Mr. Prakash S. Prabhudessai)



(Right hand fingers impression of Mr. Prakash S. Prabhudessai)

WITNESSES:-JENZIL DAVID PERCIEN LN Reco Name:



GOVERNMENT OF GOA Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records

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THEIR PROPERTY

Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time 25,08-2011 12:39:33 PM Document Serial Number : 4287

Presented at 11:00:00 AM on 05-08-2011 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

	Description	Rs. Ps
Sr. No	Registration Fee	152000.00
1	Processing Fees	420.00
2	Total :	152420.00

165000.00 amp Duty Required:

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Stamp Duty Paid: 190500.00

Name	Photo	Thumb Impression	
Prakash Srirang Prabhudessai, S/o.Late Srirang Padmanabh Prabhudessai , Married, Indian, age 60 Years, Advocate, r/oHouse No.15/2320, Flat No.F-3/II, Sapana Plaza, A.D. Costa Road, Margao, Goa. 403601 As the POA for the Purchaser Parijat Prakash Prabhudessai, vide POA dtd: 23/7/2007 executed before Notary A.V.Prabhudessai, Margao, Goa. Reg No.11245/07			My and

Endorsements

1. Alan Acacio Camara , S/o. Late Acacio Camara , Married, Indian, age 52 Years, Business, r/oH.No. 223, A.C. Pacheco Road, Borda, Margao, Salcete - Goa foself & as the POA for the Vendor No.2) Ana Dias Camara alias Ana Estatemia Dire Camara wide POA dtd 2 (4/4007 executed before Notary 1/ Schools directly and Camara alias Ana Estefania Dias Camara, vide POA dtd: 3/4/1997 executed before Notary K.S.Angle,Margao,Goa .Reg No.3871.

Photo	Thumb Impression	Signature
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A for the Purchaser Parijat Prakash Prabhudessai, vide POA dtd: 23/7/2007 executed before Notary Prabhudessai, Margao, Goa. Reg No.11245/07



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Sr No.	Witness Details	213
	Adv.K.Nandagopal Rao , S/o.Ramkrishna Rao,Married,Indian,age 49	Rurty.
1	Years, Advocate, r/o R/o. Margao, Goa.	

Sub-Registration PALCHAR

Book-1 Document	7
Registration Number MGO-BK1-04258-2011 CD Numbe. MGOD53 on Date 05-08-2011	
Sub-Registrar (Salceter Margao)	
Scanned By:- Whally	
Signature: Designed and Developed by C-DAC, ACTS, Pune	

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