



गोवा GOA

Serial No. 758 Place of Vendor, Panaji Date 4/7/17
V. No. of Stamp Paper 500
Name of Purchaser SPPL
Residence _____ Name of Farmer _____
Purpose Sale deed Transacting Parties :

425032



3102/2017
55/07/2017

DEED OF SALE

This DEED OF SALE is entered into at Mapusa, on this 25th day of the month of July of the year Two Thousand and Seventeen (25/07/2017), by and

Jhesa

BETWEEN

(1) **MRS. JUDITH AUGUSTA DESA**, daughter of late Amaro Roque De Cruz, aged about 63 years, married, housewife, holder of Pan Card bearing No. AARPD0081H and her husband;

(2) **COL. SYDNEY RUDOLPH DESA**, son of late Mr. John Wilfred De Sa, aged about 63 years, Retd, holder of Pan Card bearing No. ADDPD3137F, (duly represented by his lawful attorney the party at serial No.1, his wife, appointed by way of a Power of Attorney dated 3/12/2015 executed before the Notary at Pune, certified copy of which will be presented in Sub Registrar office of Bardez along with this instrument of Deed of sale) both Indian Nationals and residents of C6/12 Salunke Vihar, A.W.C.H.S. Kondhwa, Pune -Maharashtra, hereinafter called or referred to as the **VENDORS**, (which expression shall unless repugnant to the context and/or meaning thereof be deemed to include their heirs, legal representatives, executors, administrators and/or assigns) of the **ONE PART**;

AND

(1) **M/S. SALDANHA DEVELOPERS PVT LTD**, a company registered under the Companies Act, 1956, with its registered office at 5/6, Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai, 400 016 and having Branch Offices at 302, Mathias Plaza, 18 June Road, Panaji -Goa and DS -1, 2, Pancharatna, Martires Dias Road, Margao, Goa, having PAN Card No. AAACS7418P, represented in this act by its Managing Director, **MR. BENEDICT SALDANHA**, 56 years old, son of late Joseph M. Saldanha, businessman, Indian National, Holding PAN card

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No AAEPS1457M resident of La Marvel Colony, Dona Paula, Panaji, Goa, duly authorized to represent the company in this act by virtue of Resolution of the Board of Directors dated 26/06/2015, hereinafter referred to as the **PURCHASER**, (which expression shall unless repugnant to the context and meaning thereof be deemed to include its heirs, legal representatives, executors, administrators and/or assigns), of the **OTHER PART**;

A. **WHEREAS** the **VENDORS** represented to the **PURCHASER** the following:

1. That the **VENDORS** are the Owners in possession of all that plot of land bearing survey no. 7/5 and 8/8 admeasuring 850 and 625 square meters respectively, of the Village of Nachinola, admeasuring in the aggregate 1475 square meters which plot of land forms part and parcel of half of the larger property denominated "Porquea Porbulem batta" also known as "Ghorbatta" or "Toleachem Batta" also known as Gorbatta, situated in the village of Nachinola, Sub District and Taluka of Bardez, District of North Goa, which is described in the Land Registration Office of Bardez, under no. 6243 at page 351 of Book B new 16, which half of the larger property, are as per the Certificate of Registration issued by the Land Registration Office is described as under :

on the **EAST**: by the property of the heirs of
Honorato Agostinhi Ernestinho
Coutinho,

on the **WEST**: by the other half of the property owned by
Jose Luis Caetano de Souza,

J. Besa

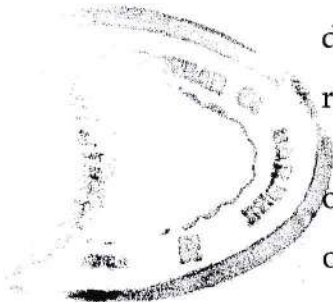


on the **NORTH:** on the North on the top of the hill
Cursachy Nuddy of the Comunidade
of Nachinola, and

on the **SOUTH:** by the field Verica of the Comunidade
of Nachinola.

2. The said half of the larger property "Porquea Porbulem
batta" or "Ghorbatta" or "Toleachem Batta" or Gorbatta,
described under no. 6243 is surveyed in the record of rights
under Survey nos. 31/6, 7/5 and 8/8, admeasuring 550,
850 and 625 square meters respectively.

3. The subject matter of this deed is the plot of land, bearing
survey no. 7/5 and 8/8 admeasuring 850 and 625 square
meters respectively, of the Village of Nachinola,
admeasuring in the aggregate 1475 square meters, of the
Village of Nachinola, forming part of the property
described under no. 6243, is bounded as per the survey
records as under:



on the **EAST:** by a road/passage,,

on the **WEST:** by the property bearing survey no. 7/19 of
the Comunidade of Nachinola,

on the **NORTH:** by the property bearing survey no. 7/4 of
Felix Conceicao Piedade de Souza, and

on the **SOUTH:** by the property bearing survey no. 7/6 of
Pundalik Venkatesh Dhond,

which plot of land bearing survey no. 7/5 and 8/8 of the
Village of Nachinola, admeasuring in the aggregate 1475
square meters, is better described in **Schedule I** herein and

J. De Sa

is better identified and delineated in the plan hereto annexed with **Red** boundary line, and is herein after referred to as the **said property** for the sake of brevity and convenience.

4. That the said half of property "Porquea Porbulem batta" also known as "Ghorbatta" or "Toleachem Batta" ; apparently is a grant by the Comunidade of Nachinola, and as per the certificate issued by the Comunidade of Nachinola, dated 2nd March 1934, the quit rent in respect of the said property "Toleachem Batta" or "Porquea Porbulem Batta" which is also known as "Viteaporbulem batta" was redeemed by payment of 20 annuities of quit rent.
5. That apparently, the said half of half of the larger property belonged to Anna Severina de Souza, widow of Santa Anna Moreas and by a Deed of Sale dated 4th March 1898, recorded before the then Notary Public, Joao Cupertino de Caridade Frias of the Judicial Division of Bardez, in his book no.37 at pages 45V, it was sold to Argemiro Jeronimo Domingos Vicente Ferrera de Souza.
6. That on the strength of the said Public Deed dated 4th March 1898, the said part of property namely, one half of property described in Land Registration Office under no. 6243 was inscribed in his name under Inscription no. 5265, dated 4th May 1899.
7. It is recorded in the said inscription that half of the said property "Porquea Porbulem Batta" or "Toleachem Batta"

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by other name 'Ghorbatta' with half of the residential house situated in it was separated from the other half which belonged to Jose Luis Caetano de Souza, which was the western boundary of the said half.

8. That by a Deed of Division dated 07th August 1889, executed between Maria Rosa dos Santos, widow of Jose Rosaio de Souza and the said Argemiro Jeronimo Domingos Vicente Ferrera de Souza and his wife Julia Maria Eugenia Emilia Ernestina Dias, executed before the said Notary Public Joao Cupertino de Caridade Frias, of the Judicial Division of Bardez, the part of the property belonging to the said Argemiro Jeronimo Domingos Vicente Ferrer de Souza was separated from the other part belonging to Maria Rosa dos Santos.

9. That by a Deed dated 10th March 1914, recorded in the books of Notary Public Joao Cupertino Caridade Frias, One Especiosa de Souza, widow of Joao Benedicto de Souza and her son and daughter in law and Joao Sancho Xavier do Rosario de Souza and his wife Filomena Carmelina Peregrin Dias sold to Francisco Nazareth the said 1/4th part of the property described under no. 6243 and by a Deed dated 20th May 1918, recorded in the Notarial books of Jose Joaquim Philipe Pinto de Menezes Notary Public of the Judicial Division of Bardez in his books.

10. That ~~the~~ said Antonio Francisco Nazareth and his wife Ofelia Lobo sold to Fidelis Piedade de Souza the said part of property described under no. 6243 belonging to him and

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pursuant to the said purchase under Inscription no. 28261, at page 123V of book G-33 of Registrar of Transfers, the Transfer of 1/4th part of the East side of the said property described under no. 6243 in the Land Registration Office was inscribed in the name of the said Fidelis Piedade de Souza, who was married to Estefania de Souza.

11. And that from the said marriage the said Fidelis Piedade de Souza had 2 daughters by name Maria de Souza married to Vincente Dmello and Julia de Souza married to Amaro Roque D'Cruz.

12. That by a Deed of Renunciation dated 16th February 1982, executed before the Ex-Officio Notary Public and Civil Registrar Cum Sub- Registrar of the Judicial Division of Bardez, Antonio Agostinho Piedade Milagres Saldanha, the said Maria de Souza and her husband Vincente D'Mello renounced gratuitously in terms of the provisions of Article 2029 of the Portuguese Civil Code, the right to inheritance which devolved unto them on the death of the said Fidelis Piedade de Souza, who expired on 15th January 1977.

13. That by a Deed of Partition dated 19th June 1982, registered before the Sub Registrar of Bardez at Mapusa, under No. 480 of Book I, Volume no. 174 at pages 171 to 174 of the said book, the usufruct of the **said property** was reserved by the said Estefania de Souza, widow of Fidelis Piedade De Souza and the said property described under no. 6243, which was stated to be surveyed under no. 31/6,



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7/5, and 8/8 was allotted to the said, Julia de Souza married to Amaro Roque D'cruz.

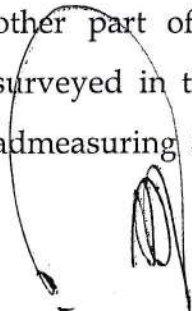
14. That by a Deed of Ratification dated 12th May 1983, registered before the Sub Registrar of Bardez at Mapusa, under no. 384 at page 152 to 155 on 23/04/1984, the said Amaro Roque D'Cruz, who was not a party to the Deed of Partition dated 19th June 1982, ratified the said Deed of Partition dated 19th June 1982.

15. That by a Deed of Gift dated 17th May 1991, registered before the Sub Registrar of Bardez at Mapusa, under no. 2098, in Book I Volume 128, on 17/05/1991, the said Julia de Souza and her husband Amaro Roque D'Cruz and Estefania de Souza, widow of Fidelis Piedade De Souza, as Donors gifted the **said property** to the **VENDOR** at Serial no. 1 herein.

16. That the said Estefania de Souza, widow of Fidelis Piedade De Souza, expired on 04/03/2001 and as such the **VENDORS** are the exclusive Owners having absolute rights, title, interest and possession of the **said property**.

17. That by another Deed of Gift dated 17th June 1991, registered before the Sub Registrar of Bardez at Mapusa, under no. 2097, in Book I Volume 128, on 24/7/1992, the afore said Donors namely, the said Julia de Souza and Amaro Roque D'Cruz, and Estefania de Souza, gifted the other part of the property described under no. 6243, surveyed in the record of rights under survey no. 31/6 admeasuring 550 square meters respectively to their son

J. de Souza



and grandson respectively namely, Mr. Anthony D'Cruz, the brother of the Vendor at Serial no. 1 herein.

18. Subsequently the **VENDORS** have secured the insertion of its name in the Occupants Column as the Sole Occupant in the Form I and XIV of the Survey No. 7/5 and 8/8, under Mutation Nos. 17820 and 17821.

19. AND WHEREAS, **MRS. JUDITH DESA** is married to **MR. SYNDNEY DESA** under the regime of communion of assets and without any ante nuptial agreement.

20. That the **said property** is free from any encumbrances and/or defects in title of whatsoever nature.

21. That the **VENDORS** have not encumbered and/or alienated and/or entered into any agreement of Sale in respect of the **said property** or any part thereof with any party and that the **VENDORS** are in direct and absolute possession and enjoyment of the same.

22. That the **VENDORS** have a clear and marketable title to the **said property**.

23. That the **said property** is not a subject matter of any notification for acquisition and requisition under the provision of Land Acquisition Act.

B. AND WHEREAS the **VENDORS** have offered to sell the **said property** to the **PURCHASER** for a consideration of a sum of Rs.69, 72,325 /- (Rupees Sixty Nine Lakhs Seventy Two

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Thousand Three Hundred and Twenty Five Only), which is the market value of the **said property**.

C. AND WHEREAS by an Agreement for sale of the said property dated 26/02/2016 executed between the **VENDORS** and the **PURCHASER** and registered before the Sub Registrar of Bardez under Book no.1, Registration number. BRZ-BK1-00960-2016, CD Number BRZD777 on 26-02-2016, the DEVELOPER agreed to purchase the said property from the **VENDORS** as per the terms and conditions mentioned in the said agreement for Sale dated 26/02/2016.

NOW THIS DEED OF SALE WITNESSETH AS UNDER.

1. That in consideration of a sum of Rs. 69, 72,325 /- (Rupees Sixty Nine Lakhs Seventy Two Thousand Three Hundred and Twenty Five Only), The purchaser has paid into the hands of the vendors, as per the dates mentioned in the agreement for sale dated 26/02/2016 the amount to the VENDORS, the receipt whereof the VENDORS do hereby admit and acknowledge, And hence the VENDORS do HEREBY TRANSFER, CONVEY AND ASSIGN BY WAY OF SALE UNTO THE PURCHASER all the said property (more particularly described in **Schedule I** of this Deed of Sale), TOGETHER WITH all its benefits and advantages, open space, rights, liberties, easements, privileges, appurtenances, paths, passages belonging or in any way appertaining to or at any time heretofore usually held, used, occupied or enjoyed and of every part thereof, AND ALL THE ESTATE, right, title, interest whatsoever both at law and in equity of the VENDORS upon the said property; AND all deeds, writings, documents and evidences of title which relate to the said

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property and share and which not or hereafter shall or may be in the custody, power or possession of the VENDORS or any person from whom the VENDORS can or may procure the same, TO HAVE AND TO HOLD all and singular the said property hereby granted, conveyed, assured and transferred by way of this sale or expressed or intended so as to be with their rights, and appurtenances unto and to the use and benefit of the PURCHASER or Nominees forever as ABSOLUTE OWNER, notwithstanding any acts, deeds or things hereto before done, executed or knowingly suffered to the contrary since the VENDORS are now lawfully seized and posed as exclusive owners of the said PROPERTY otherwise sufficiently entitled to it free from any encumbrances attachments or defect in title, whatsoever and that the VENDORS have full power and absolute authority to sell the said property in the manner aforesaid AND THE purchaser SHALL HEREAFTER PEACEABLY AND QUIETLY HOLD, POSSESS AND ENJOY THE SAID PROPERTY, WITHOUT ANY CLAIM OR DEMAND WHATSOEVER FROM THE VENDORS OR ANY PERSON CLAIMING THROUGH OR UNDER THEM.

The VENDORS covenant with the PURCHASERS as under:

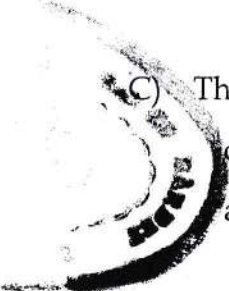
A) The VENDORS do hereby covenant with the PURCHASER, that notwithstanding any act, deed or thing whatsoever by the VENDORS or by any act of their predecessors in title or ancestors, made, done, executed or knowingly suffered to the contrary the VENDORS had at all material times heretofore and now have good right, full power and absolute authority and title to grant, convey, assure and transfer by way of sale of the said Property hereby sold

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A large, stylized handwritten signature in black ink, appearing to be a cursive or calligraphic representation of a name.

or expressed or intended so to be unto and to the use of the **PURCHASER** in the manner aforesaid.

B. The **VENDORS** do hereby covenant with the **PURCHASER** that the said **PROPERTY** is not subject matter of any litigation nor are mortgaged with any financial Institution or any charge of whatsoever nature is created by any third party and / or financial institutions and as such is absolutely free from any kind of encumbrances. The **VENDORS** further covenants that they have not executed any agreement for sale or any Deed of Sale or any other documents including Gift Deed, Will with any person / persons / relations in respect of the said property. The **VENDORS** do hereby covenant with the **PURCHASER** to save harmless, indemnify and keep indemnified the **PURCHASER**, his heirs, administrators or assigns from or against all encumbrances charges and equities whatsoever.

 C) The **VENDORS** do hereby covenant that they have received full consideration of the land as per the terms of the agreement, and have no claim absolutely against the purchaser.

2. AND THAT the **PURCHASER** shall and may from time to time and at all times hereafter peaceably and quietly enter upon, own, hold, occupy, possess and enjoy the said property and every part thereof for his own use and benefit without any interruption, claim and demand whatsoever from or by the **VENDORS** / **OWNERS**, or any persons claiming from, under or in trust for him / them;

3. AND FURTHER that the **VENDORS** and all persons claiming through them or from their predecessors in title shall and will

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from time to time and at all times hereafter at the request and the cost of the PURCHASER or his Successors in title or nominees, do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further, better and more perfectly assuring / conveying the said property, unto and to the use of the PURCHASER and / or his Successors in title or nominees according to the true intent and meaning of this Deed as shall be or may be reasonably required.

4. The VENDORS do hereby further declare that they have no objection to the mutation of the survey record of rights pertaining to the said property and to include the name of the purchaser in the record of rights and there by to enter the names of the purchaser in the occupant column of the form I & XIV in relation to the said property.

5. The VENDORS and PURCHASERS hereby declare that the property in transaction does not belong to schedule cast and schedule tribes pursuant to the notification no. RD/Land/LRC/318/77 dated 21/08/1978.


The Market value of the said property is Rs. 69, 72,325 /- (Rupees Sixty Nine Lakhs Seventy Two Thousand Three Hundred and Twenty Five Only) and the stamp duty of 3.5% payable is Rs. 2, 79,500/- (Rupees Two Lakhs Seventy Nine Thousand and Five Hundred only) was embossed on the Agreement for sale dated 26/02/2016 registered at Book no. 1 Document, Registration number BRZ-BK1-00960-2016, CD Number BRZD777 on 26-02-2016 along with registration fee of RS. 209180/- (Rupees Two Lakhs Nine Thousand One Hundred and Eighty only) was paid at the time of registration of the Agreement for Sale.

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SCHEDULE - I

(Description of the said property)

ALL that plot of land bearing survey no. 7/5 and 8/8 admeasuring 850 and 625 square meters respectively of the Village of Nachinola, admeasuring in the aggregate 1475 square meters, of the Village of Nachinola, forming part and parcel of half of the larger property denominated "Porquea Porbulem batta" also known as "Ghorbatta" or "Tolechem Batta" also known as Gorbatta, situated in the village of Nachinola, Sub District and Taluka of Bardez, District of North Goa, which is described in the Land Registration Office of Bardez, under no. 6243 at page 351 of Book B new 16, which plot of land admeasuring 1475 square meters, forming part of the property described under no. 6243, is bounded as per the survey records as under:



on the **EAST:** by a road/passage,


on the **WEST:** by the property bearing survey no. 7/19 of the
Comunidade of Nachinola,

on the **NORTH:** by the property bearing survey no. 7/4 of Felix
Conceicao Piedade de Souza, and

on the **SOUTH:** by the property bearing survey no. 7/6 of
Pundalik Venkatesh Dhond,

which plot of land bearing survey no. 7/5 and 8/8 of the Village of Nachinola, admeasuring in the aggregate 1475 square meters, is identified and delineated in the plan hereto annexed with **Red** boundary line, and referred to as the **said property** for the sake of brevity and convenience.

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IN WITNESS WHEREOF the parties have executed these presents on the day, date and year first hereinabove written.

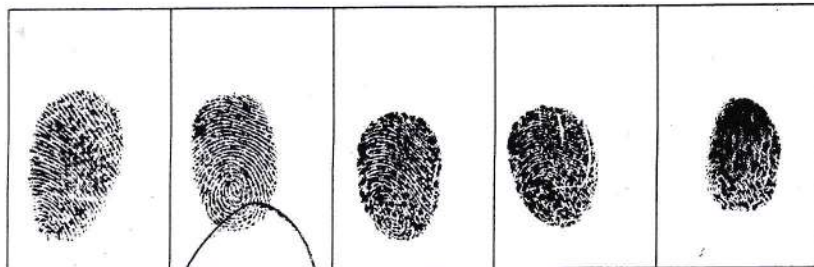
SIGNED SEALED AND DELIVERED by the within named **VENDORS** of the **ONE PART**:

(1) **MRS. JUDITH DESA** (For self and for **Col. SYDNEY DESA** by virtue of Power of Attorney dated 03/12/2015 executed before the Notary at Pune.

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Finger Print of left hand

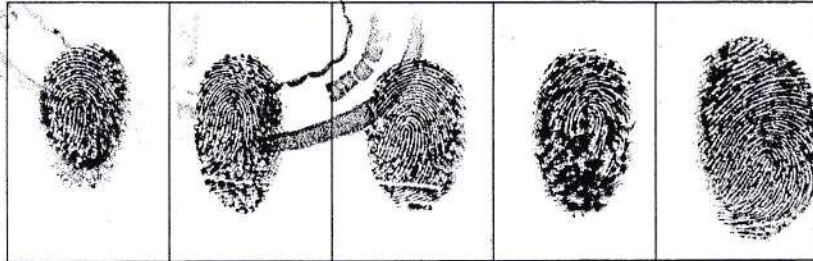
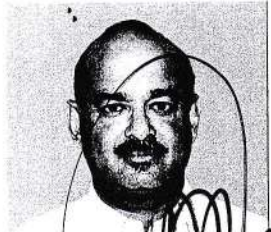


Finger Print of right hand

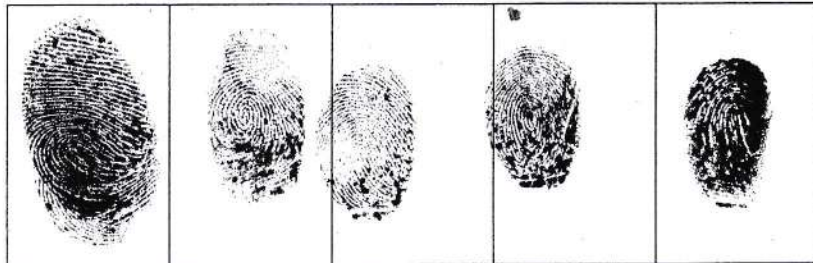
JDesa

SIGNED SEALED AND DELIVERED by the within named
PURCHASER of the OTHER PART:

(1) M/S. SALDANHA DEVELOPERS PVT. LTD., represented
by its Managing Director, MR. BENEDICT SALDANHA





Finger Print of left hand

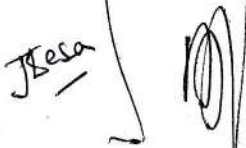


Finger Print of right hand

In the presence of:

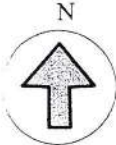
(1) Snehali M. Jog 

(2) Urmila Salgaonkar 


Urmila Salgaonkar

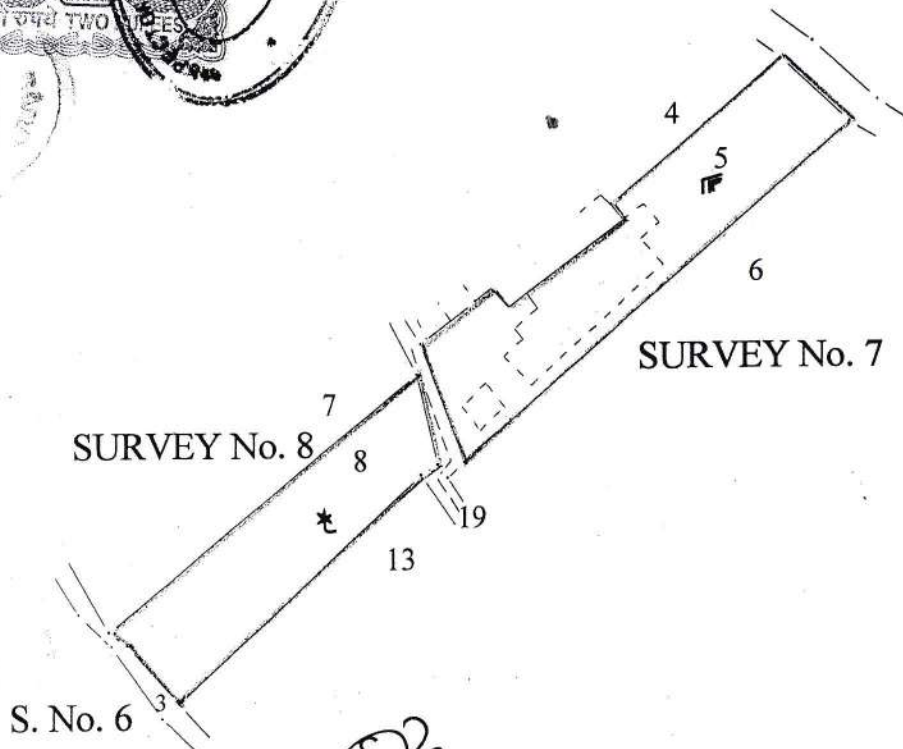
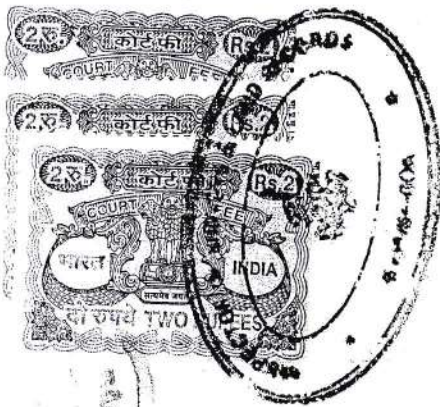


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA-GOA



Plan Showing plots situated at
 Village : NACHINOLA
 Taluka : BARDEZ
 Survey No./Subdivision No. : 7/ 5
 Survey No./Subdivision No. : 8/ 8
 Scale : 1:1000

(Signature)
 10/2/16
(ANAND V. VAIGANKAR)
 Inspector of Survey &
 Land Records.



Generated By : Swapnil B. Bhonsle (D' Man Gr. II)
 On : 09-02-2016

(Signature)
 Compared By:

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 25-07-2017 10:43:26 AM

Document Serial Number : 3102

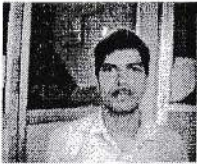


Presented at 09:43:00 AM on 25-07-2017 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	1000.00
2	Processing Fees	470.00
	Total :	1470.00

Stamp Duty Required: .00

Stamp Duty Paid: 500.00

Sunder Rohidas Dicholkar presenter

Name	Photo	Thumb Impression	Signature
Sunder Rohidas Dicholkar, S/O Late Rohidas Dicholkar , Married, Indian, age 41 Years, Service, r/o H.no 1913, Desai Nagar, Sakhalim Goa POA dated on 06/04/2014, executed before sub Registrar Ilhas Panaji under reg no PNJ-BKPOA-00020-2017, CD no PNJD56			

Endorsements




Executant

1. Judith Augusta Desa, d/o late Amaro Roque De Cruz, Married, Indian, age 61 Years, House-Wife, r/o C6/12 Tulunke Vihar, AWCHS, Kondhwa Pune Maharashtra. PAN No. AARPD0081H. For self and as POA holder for the Vendor No. 2- Col. Sydney- vide POA dated 03/12/2015, executed before the Notary Adv. Aslam Shaikh at Pune under Sr. No. 5655/2015.



Photo	Thumb Impression	Signature
		

2. Sunder Rohidas Dicholkar, S/O Late Rohidas Dicholkar, Married, Indian, age 41 Years, Service, r/o H.no

1913, Desai Nagar, Sakhalim Goa POA dated on 06/04/2014, executed before sub Registrar Ilhas Panaji under reg no PNJ-BKPOA-00020-2017, CD no PNJD56

Photo	Thumb Impression	Signature
		


Identification

Sr No.	Witness Details	Signature
1	Lav Korgaonkar , S/O Narayan Korgaonkar, UnMarried, Indian, age 28 Years, Service, r/o H.no 808/60, Dhargal, Pernem Goa	
2	Devidas Parab , S/O Krishna Shankar Parab, Married, Indian, age 39 Years, Service, r/o H.no 46, Varcha Wada, Harmal Pernem Goa	

Endorsement :-

Mutation fees of Rs 2000/- is paid vide
challan no 201700541060 dated
25/07/2017.


Sub-Registrar


SUB-REGISTRAR
PANAJI

Denotation of Stamp :

I hereby certify that on production of the original document. I have satisfied myself that the stamp duty of Rs. 244055/- has been paid thereon.

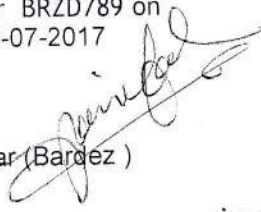
Scanned/By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune


Book-1 Document
Registration Number BRZ-BK1-03116-2017
CD Number BRZD789 on
Date 25-07-2017

Sub-Registrar (Bardez)



Scanned By:- *Shobha*



Signature:- 

Designed and Developed by C-DAC, ACTS, Pune

