142995 22/8/95

5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

1468/95

Rs..... Ps.....

1850
25 CP
40 60
3
Total Rs. 1938/-

Office of the
Ilhas
9.30am
12pm 22/8 1995

SUB REGISTRAR
ILHAS

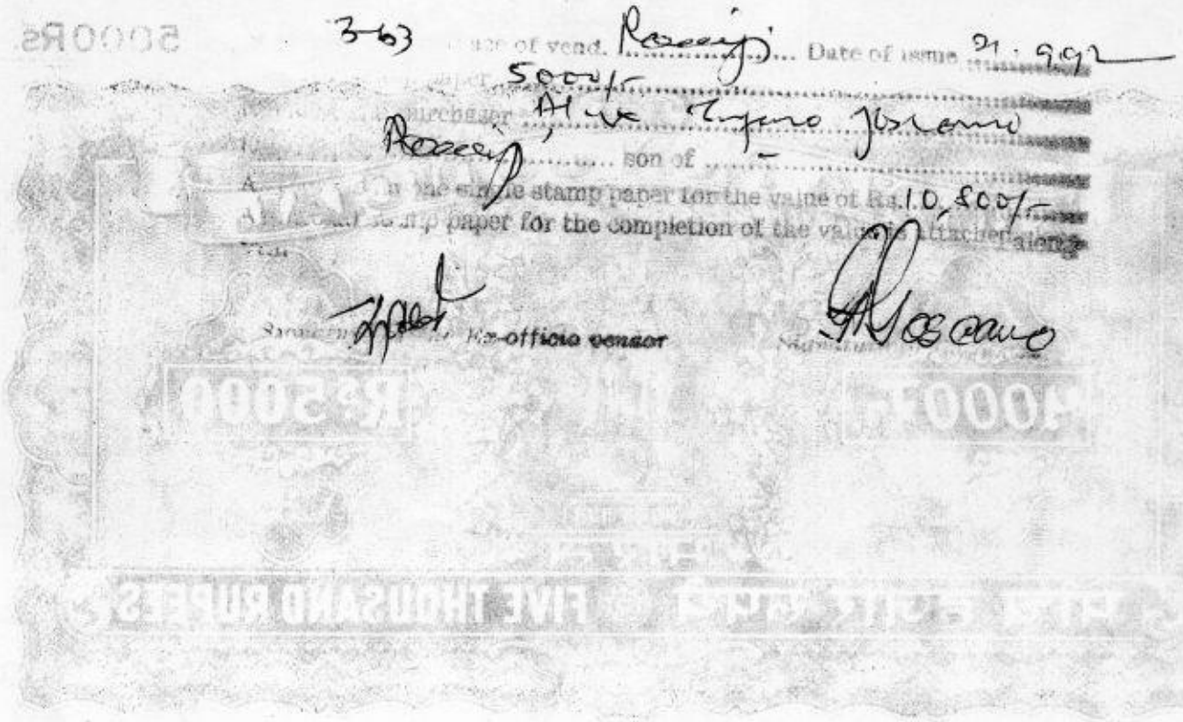
SUB REGISTRAR
ILHAS

SALE DEED

THIS DEED OF SALE is made at Panaji, Goa,

on this 22 nd day of August in the year One

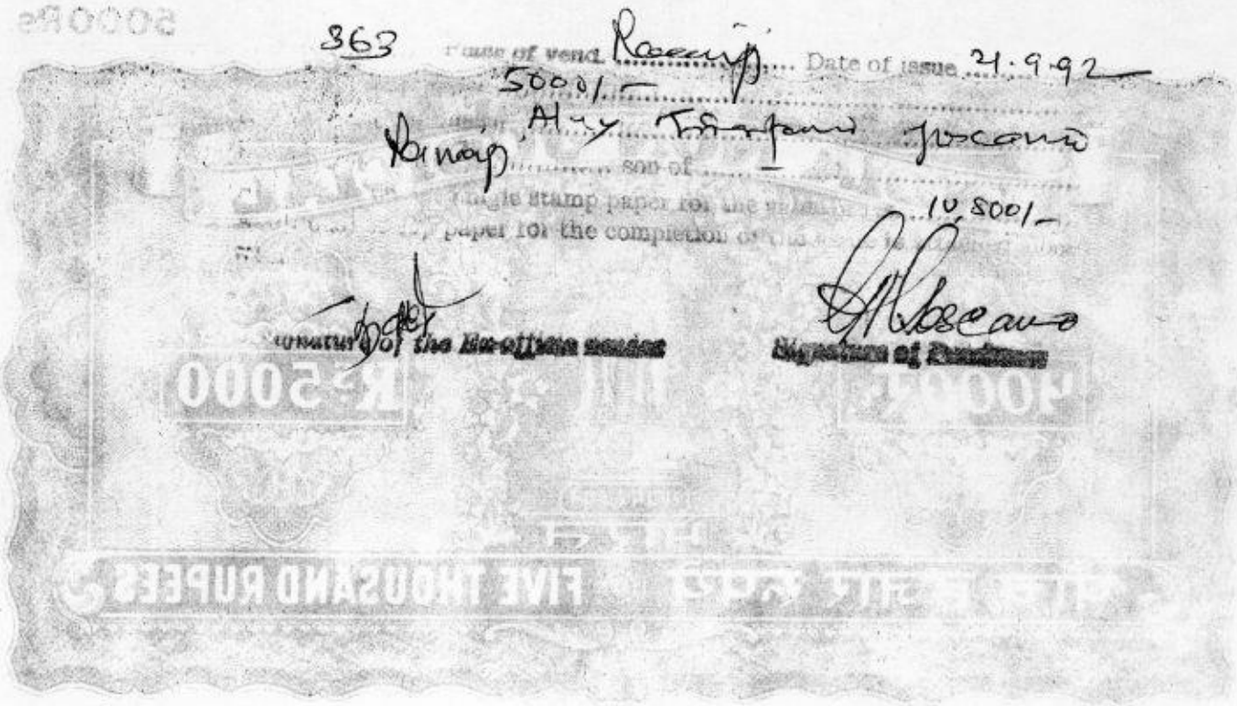
HQ 9145
15/11/95



Thousand Nine Hundred Ninety Five BETWEEN (1) Smt. JULIA RITA FERNANDES E PEREIRA, married in Bombay under Christian Marriage Act, 1872, of major age, resident of M-141, Housing Board

5000Rs.

Colony, Alto Porvorim, Bardez, Goa, Indian National, hereinafter called the VENDOR (which expression shall unless repugnant to the context or meaning thereof be deemed to include her heirs, executors, administrators and assigns) OF THE FIRST PART AND Shri ALEX TRIFANIO TOSCANO, of major age, married, agriculturist, r/o Church Wado, St. Estevam, Ilhas, Goa, Indian National, hereinafter called the "PUR-



CHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) OF THE SECOND PART AND (3) Smt. FREDRIECA E PEREIRA and her husband (4) Shri AGUSTO GABRIEL TELES, both are of major age, Indian Nationals, residing at Gujirawado, St. Cruz, Ilhas, Goa, hereinafter, respectively called as "the FIRST CONFIRMING PARTY" and "SECOND CONFIRMING PARTY" (which expression

3000Rs.

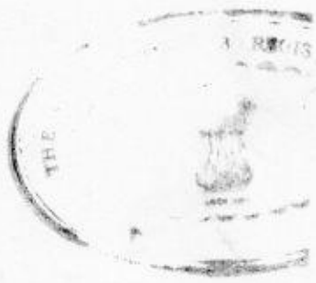
unless repugnant to the context or meaning thereof deemed to include their heirs, executors, administrators and assigns) OF THE THIRD PART.

WHEREAS one Ana Sabina Antonia D'Souza widow of Santana D'Souza of Ribandar, was the absolute owner in possession of the piece or parcel of land known as "CAMBAL-MARICHEM" or "SAO TOME" situated at Sao Tome of Ela (Old

Sr. No. 405 Place of vend. Pawy Date of issue 2-8-95
Value of stamp paper Rs 3000/-
Name of the purchaser Alex Trisponio Tuyper
Residing at St. Ister son of
As there is no one single stamp paper for the value of Rs 3900/-
Additional stamp paper for the completion of the value is [illegible] along with

Signature of the Ex-officio vendor

Signature of Purchaser



Goa) Parish of Se primacial Taluka Tiswadi, State of Goa and described in the office of land registration of Ilhas under No.19.583 at page 83 of the Book B 52 New and more particularly described in the schedule hereunder written;

AND WHEREAS the said Ana Sabina Antonia D'Souza by a Deed of Gift dated 21st July, 1962, made before the Notary of Panaji, Comarca

Shri Fernando George Colaço and which has been registered in his Notarial Book bearing No.584 at page 82 and which has been inscribed under inscription No.21543 on 8-3-1963 in the book of inscription of the office of the land Registrar of Ilhas had gifted the said piece or parcel of land known as "CAMBAL MARICHEM" or "SAO TOME" to Ana Sabina Filomena Paulina Rosaria D'Souza, d/o Lucia Cesar Luis Francisco Cosme De Souza, resident of Ribandar, Ilhas, Goa;

Sr. No. 405 Place of vend. Panaji Date of issue 2-8-95
Value of stamp paper 4500/-
Name of the purchaser Alex Trispenio Fontana
Residing at St. Isteo son of —
As there is no one single stamp paper for the value of 3900
Additional stamp paper for the completion of the value [illegible] with.

Signature of the Ex-officio vendor

Signature of Purchaser

AND WHEREAS by a Deed of Sale dated 11-7-1973, which has been registered in the office of the Civil cum Sub-Registrar of Panaji under No.54 in pages 374 to 380 of Book No.1 Vol. 78, the said Ana Sabina Filomena Paulina Rosario De Souza and three others namely: (1) Marieta Diana Belamita Lucia De Souza also known as Belamita Marieta Diana De Souza, (2) Mario

500Rs.

Hipacio De Souza, (3) Ernesto Teotonio Santana Lucio De Souza and further on 10th August, 1990, by a Deed of rectification of the said Deed of Sale, have sold and conveyed the said property to Smt. Julia Rita Fernandes e Pereira, the Vendor herein;

AND WHEREAS it is subsequently noticed by the Vendor that there was an error in alloting Survey Number to the said property and the

363 Place of vend. Panaji Date of issue 21-9-92

Stamp paper 5001/-

Purchaser Alex Tristano Joscano

Residing at Panaji son of -

Address is no one single stamp paper for the value of Rs. 10,800/-

Additional stamp paper for the completion of the value is attached along with

Signature of the Ex-officio vendor

Signature of Purchaser

adjoining holdings and as such she filed a proceedings being Case No.LRC/RESUR/11/93 before the Dy. Collector and S.D.O. Panaji for correction of the said error;

AND WHEREAS the said Dy. Collector/S.D.O. Panaji, after having satisfied of the said error ordered the resurvey by his order dt. 7-12-93 and persuant to which the resurvey was carried out and error in the survey records

100 Rs.

came to be corrected after the confirmation Order dated 30-9-94 of the said Dy. Collector/S.D.O. Panaji and as such the said property has now been alloted a Survey Number as 111/4 B of village Ela, Tiswadi Taluka, Goa;

AND WHEREAS under the events recited hereinabove and by virtue of the aforesaid Deed of Sale Dt. 11-7-1973 and subsequent Deed of Rectification dated 10-8-1990 and also by

Sr. No. 405 Place of vend. Panaji Date of issue 2-8-95
Value of stamp paper Rs. 100/-
Name of the purchaser Alex Trisponio Tonny
Residing at St. Isteo son of —
As there is no one single stamp paper for the value of Rs. 3901/-
Additional stamp paper for the completion of the value is [illegible] along with.

Signature of the Ex-officio vendor Signature of Purchaser

virtue of the orders of the Dy. Collector referred to above, the Vendor is the owner and well and sufficiently and absolutely entitled to the said piece or parcel of land admeasuring 1354 sq.mts. (which is hereinafter called as "the said property" and more particularly described inthe schedule hereunder written.

AND WHEREAS the First Confirming Party and Second Confirming Party are respectively, the

100Rs.

daughter and son-in-law of the Vendor;

AND WHEREAS the Purchaser being in possession for several years of the said property as tenant has filed a case in the Court of the Mamlatdar being Tenancy Case No.36/1992 against the Vendor for a declaration of his Tenancy right and also for permanent injunction for restraining the Vendor from interfering with the said property in whatsoever manner;

Sr. No. 405 Place of vend. Pawy Date of issue 2-8-95
Value of stamp paper Rs. 100/-
Name of the purchaser Alex Tripathi Tuscan
Residing at St. Ister son of
As there is no one single stamp paper for the value of Rs. 3900/-
Additional stamp paper for the completion of the value is [illegible] along with

Signature of the Ex-officio vendor Signature of Purchaser

AND WHEREAS the Purchaser and the Vendor have settled all the differences or disputes between them outside the said Court of Mamlatdar and the Vendor having recognised the status of the Purchaser as of a tenant in respect of the said property has agreed to sell the said property which is more specifically described in the schedule hereinbelow without the inter-

100Rs.

vention of the Court of Mamlatdar;

AND WHEREAS the Purchaser has agreed to purchase and as said above the Vendor has agreed to sell the said property free from encumbrances at and to the price of Rs.1,80,000/- (Rupees One Lakh Eighty Thousand only) on the terms and conditions hereunder written;

Sr. No. 405 Place of vend. Panaj Date of issue 2.8.95
Value of stamp paper Rs.100/-
Name of the purchaser Alex Trisponio Tomo
Residing at St. Isidor son of
As there is no one single stamp paper for the value of Rs. 3900/-
Additional stamp paper for the completion of the value is [illegible] along with.

Signature of the Ex-officio vendor

Signature of Purchaser

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said Agreement and in consideration of the said sum of Rs.1,80,000/- (Rupees One lakh eighty thousand only) which is equal to the present market value of the said plot paid by the Purchaser to the Vendor, the receipt whereof the Vendor do hereby admit and acknowledge and of and from the same release

100Rs.

and discharge the Purchaser and the Vendor as sole and beneficial owner of the said plot more specifically described in the schedule appended hereto, hereby grant, convey, sell, transfer, assign and assure UNTO AND TO THE USE OF the said Purchaser free from encumbrances all that the said property more specifically described in the schedule appended hereto TO HAVE AND TO HOLD the same unto and to the use of the said Purchaser absolutely, forever with title deeds

Sr. No. 405 Place of vend. Pune Date of issue 2-8-95
Value of stamp paper Rs. 100/-
Name of the purchaser Alex Trisponio Pouro
Residing at St. Ister son of
As there is no one single stamp paper for the value of Rs. 3900/-
Additional stamp paper for the completion of the value [illegible] along with.

Signature of the Ex-officio vendor Signature of Purchaser

and other evidence of title as ordinarily pass on such sale.

2. And the Vendor do hereby covenant with the Purchaser and notwithstanding any acts, deeds or things heretofore done, executed or knowingly suffered to the contrary, the Vendor having lawfully seized and as said above the Vendor at the time of creation of tenancy in favour of the Purchser had delivered the possession to

the Purchaser of the said property more specifically described in the Schedule appended hereto free from encumbrances, attachments, or defects in title whatsoever and that the Vendor has full power and absolute authority to sell the said plot in the manner aforesaid. And the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property along with its fences, loose stone walls, water courses, easements, appurtenances, etc. described in the schedule appended hereto, without any other person whomsoever. And the Vendor further covenant with the Purchaser to save harmless, indemnify and keep indemnfied the Purchaser from or against all encumbrnces, charges, claims and equities whatsoever.

3. And the Vendor and the Confirming Parties further covenant with the Purchaser that they shall and will upon the request of the Purchaser do or cause to be done all such lawful acts, deeds or things further and more perfectly conveying confirming and assuring unto the Purchaser the title and placing the Purchaser

in possession of the same and or confirming his said possession according to true intent and meaning of this Deed as shall or may be necessary or reasonably required.

4. And the Vendor further covenant with the Purchaser that she shall issue a No Objection Certificate in a form of Affidavit to enable the Purchaser to get his name recorded in the Record of Rights, who shall get his name recorded in the Survey, Records in respect of the said plot as soon as the sale Deed is executed. Similarly, the Vendor also covenant with the Purchaser that she shall furnish required certificates for registering this deed before the registration department.

5. And the Vendor further covenant with the Purchaser that she shall make appropriate application to the concerned Dy. Collector/S.D.O. and or any other competent authority to get the name of the Vendor deleted from the Records of Right i.e. Form I & XIV in respect of the said property and shall make

necessary affidavits/N.O.C.'s referred to in preceeding para and deliver the same to the Purchaser.

6. And the Vendor further covenant with the Purchaser that in the event of any disturbances of boundary marks of the said property by the owner or occupiers of the adjoining property or in the event of their encroachment in the said property by whatsoever manner, the Vendor with her own cost shall cause such disturbances/encroachment removed forthwith by all legal means and further covenant that she will always extend her full cooperation and legal assistance to the Purchaser whenever the same is demanded by him.

7. And finally, the Vendor has agreed with and assured to the Purchaser that she has not entered into any agreement with any other person for selling the said plot or created any charge, encumbrances, Mortgage etc. thereon.

8. And the Confirming Parties hereby declare

that they do not have any right title and interest whatsoever in the said property more specifically described in the Schedule hereunder written and that they have been joined in this deed as Confirming Parties so as to confirm and affirm that they do not claim any right in the said property.

9. Relying on these representation of the Vendor, and further having satisfied about the confirmation of this sale by the Confirming Parties the Purchaser in good faith purchase the said property more specifically described inthe schedule appended hereto.

SCHEDULE REFERRED TO ABOVE

All that plots of land numbers thirteen A. and thirteen B. (13A and 13B) linked one to another (ligados entre si) of the property named "CAMBALMARICHEM" OR "SAO TOME" situated at Sao Tome of Ela, Parish of Se Primacial, Taluka, Tiswadi, Grampanchayat of Old Goa, District of Goa the entire property being

described in the Land Registration office of the Sub District of Ilhas under number nineteen thousand five hundred and eighty three at Folio eighty three of the Book B fifty two new (No.19583 at fls. 83 of the Book B-52 New) and registered in the Taluka Revenue Office under number two hunded and sixteen (No.216), admeasuring total area of one thousand three hundred fifty four sq.mts. (1354 sq.mts.) and henceforth forming a separate unit, both the plots linked one to another now surveyed under No.111/4B of village Ela and, is bounded on the East by Plot Nos.13C and 13D and now surveyed under No.111/4A of village Ela belonging to Wiliam Menezes on the West by Plot Nos. 12E and 12F now surveyed under No.111/9 of village Ela belonging to Shri Baptista Vaz of the property known as "CAMBALMARICHEM" or "SAO TOME", on the North by P.W.D. road (Panaji Ponda road and on the South by internal road, admeasuring its East 67.40 sq.mts., and West side, 68 mtrs. North side 20 mts. and South side also 20 mts. and for more clarity the same has been shown on the plan hereto annexed and delineated

with red ink.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED AND DELIVERED by)
the withinnamed VENDORS)
(1) Smt. JULIA RITA)
FERNANDES E PEREIRA)

Julia R. Pereira

SIGNED AND DELIVERED by)
the withinnamed PURCHASER)
(2) Shri ALEX TRIFANIO)
TOSCANO)

Alex Trifanio Toscano

SIGNED AND DELIVERED by)
the withinnamed FIRST)
CONFIRMING PARTY (3))
Smt. FEDRICA E PEREIRA)

Fredricka Elizabeth Teles Pereira

SIGNED AND DELIVERED by) Augusto Teles
the withinnamed SECOND)
CONFIRMING PARTY (4))
Shri AUGUSTO TELES)

WITNESSES:

1. Fonseca
(P. A. D. de J. Fonseca)

2. Kamble
(Prakash R. Kamble)

① Julia Rita Fernandes Pereira, married, of full age, r/o Alto Porvorim,
② Alex Trifanio Toscano, married, of full age, agriculturist, r/o St. Estevam
③ Frederica Pereira, married, of full age, r/o St. Cruz;
④ Augusto Gabriel Teles, married, of full age, r/o St. Cruz

Executing party .....
.....
admits execution of the re called
..... deed

GOVERNMENT OF GOA
DIRECTORATE OF SETTLEMENT &
LAND RECORDS

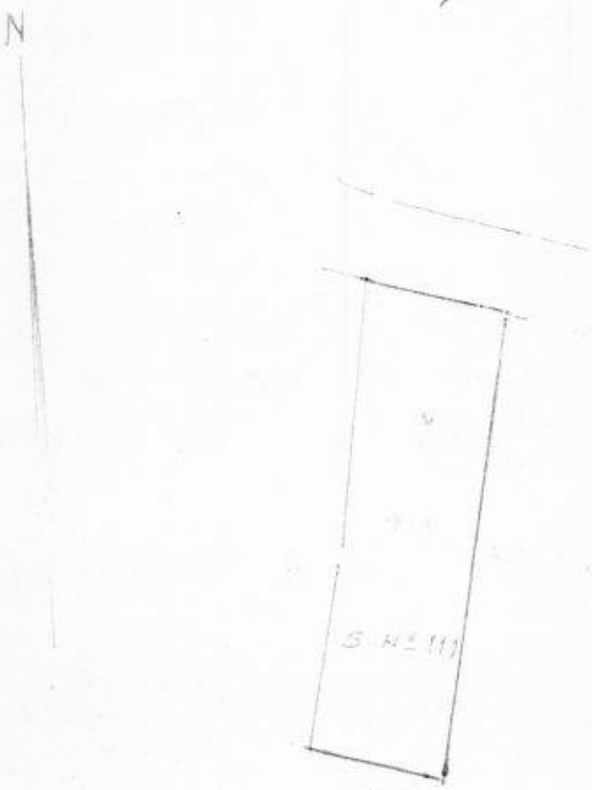
PLAN
SHOWING THE PLOTS SITUATED
AT Ella VILLAGE
OF Tiswadi TALUKA
S.No./SUB DIV NO. 111/48
SCALE-1:1000

Registered No. 1420
at pages 331 to 358
Book No. 1 Volume No. 441
Date 31/8/1995

Sub-Registrar

Asst. Survey & Settl. Officer

[redacted]



Jedi R. Pereira
Alex Trifanio Toscano
Fredricka E. Pereira
Augusto Tales

CHECKED BY
Afonso
D'mangr I
3-7-1995

TRACED FROM P.T.SHEET NOS. 30
OF Ella VILLAGE ON 3-7-95
BY Sancho Pereira
D'mangr II

GOVERNMENT OF GOA
DIRECTORATE OF SETTLEMENT &
LAND RECORDS

PLAN
SHOWING THE PLOTS SITUATED
AT Ella VILLAGE
OF Tiswadi TALUKA
S.No./SUB DIV NO. 111/48
SCALE-1:1000

Registered No. 1420
at pages 331 to 358
Book No. 1 Volume No. 441
Date 31/8/1995

Sub-Registrar

Asst. Survey & Settl. Officer

[redacted]

Jedi R. Pereira
Alex Trifanio Toscano
Fredricka E. Pereira
Augusto Tales

CHECKED BY
Afonso
D'mangi I
3-7-1995

TRACED FROM P.T.SHEET NOS. 30
OF Ella VILLAGE ON 3-7-95
BY Sandra Pereira
D'mangi II