

5/07/1923

ANN

TRANSLATION

DEED OF SALE WITH DISCHARGE

On the fifteenth July, nineteen hundred and twenty three in this city of Nova Goa, and at the residence of Advocate Mr. Jose Maria Pereira, where on being requisitioned went I, the Notary, Carlos Augusto Maria d'Oliveira Pegado. There appeared as the first executants Mrs. Maria da Gloria Leite de Souza Pestana de Melo, widow of D. Miguel Antonio de Melo, Mrs. Palmira Belo Batista da Silveira e Lorena, Alfredo Alberto de Sequeira e Lorena, bachelor. Miss. Maria Matilde Eufemia de Silveira e Lorena, spinster, Mrs Maria Luiza Helena da Silveira e Lorena and her husband Artur Jose Tiburcio de Oliveira, all landowners, of full age, residing in Lisbon, represented by their power of attorney Mr. Joao Francisco Xavier da Silveira e Lorena married, captain of special cadre, residing at this place, of full age, constituted by instrument of powers of attorney which were presented to me and shall be transcribed in the copies of these presents and as the second executant Advocate Mr. Jose Maria Pereira, married, land owner, of full age, residing at this place, those present known to me and to reliable witnesses hereinafter named and signed at the end, known to me what I vouch safe. - The first executants through the aforesaid power of attorney of theirs, told me in the presence of the same witnesses that the said Mrs. Maria Gloria and Mrs. Maria Luiza and her husband are owners in possession of the property third division of the hill denominated "Maulinguem", situated in Taleigao, bounded on the east by the second division of the same hill of Rogunata Poi, on the west by the property of Jose Soares de Veiga, and Bangulow of the first executants, north by the property of Mitra and of the said Soares and on the south by the property of the heirs of Peregrino Pinto and piece of land of the same Soares, not yet described in the land registration office as it is seen from the certificate which likewise was presented to me and shall be transcribed in copies of these presents, which property was allotted to them in the distribution in the orphanological inventory proceedings rendered in the Civil Court of this Judicial Division and registry

of the clerk of the third office, upon the demise of their father and grand father General Daniel Ferreira Pestana, who hailed from the said city, having the distribution been held by an order dated the seventh November, nineteen hundred and seven, which has become final, the half being to the first executant Mrs. Maria da Gloria and another half to the first executant Mrs. Maria Luiza ; - that the same first executants Mrs. Maria da Gloria and Mrs. Maria Luiza and her husband and the first executants Alfredo Alberto , Miss Maria Matilde, Mrs. Maria Herediana are the owners in possession of one sixth part of another property denominated "Bangalo", situated in the same place and described in its entirety in the land registration office of this judicial division under number two thousand six hundred and thirty six, on book B seven, new, similarly allotted to them in the distribution in the mentioned inventory proceedings, to the said first executant Mrs. Maria da Gloria being one half and to each of the remaining first executants Alfredo Alberto., Miss Maria Matilde, Mrs. Maria Herediana and Mrs. Maria Luiza one twelfth part;- that by virtue of this deed, they sell to the second executant the referred to entire property Third division of the hill Maulinguem, for money consideration of three hundred rupees and the mentioned five sixth parts of the said second property Bangalo, for money consideration of two thousand four hundred and seventy five rupees, which two prices or the total of them in an amount of two thousand seven hundred and seventy five rupees were numbered in this act before me, Notary , and the said witnesses, by the second executant and on being received by the aforesaid power of attorney of the first executants, well counted and verified, gave full discharge thereof to the same second executant and transferred unto him the entire dominion, right , claim command and possession which they, the said first executants, had to and over the same properties , authorizing the second executant to register his dominion on the land registration office, to inscribe them in land matriz and in the village enumeration and dispose them of as his own chattel as they become from this day and forever, undertaking to defend the

title in case of eviction. The first executants Mrs. Palmira, Alfredo Alberto, Miss Maria Matilde, Mrs. Maria Verediana and Mrs. Maria Luiza and her husband further stated through the aforesaid power of attorney of theirs, that they are likewise owners in possession of one sixth part of the property Bangalo, of twelfth part being the first executant Mrs. Palmira, in the capacity of widow of the said husband of hers, since deceased, Mateus Henrique de Silveira Correa, to whom this twelfth part was allotted in distribution, in the said inventory proceeding and another twelfth part allotted in the same inventory proceeding to their sister and sister in law Miss Maria Leonor Tomasia da Silveira e Lorena, also since deceased in the status of spinster, also without descendants nor ascendants and of whom the first executants are the sole and universal heirs;- that by this deed they agree to sell the same sixth part to the second executant for money consideration of two hundred and twenty five rupees and undertake to execute the definitive deed of sale within three months time, binding to pay until then the respective registration charges by way of onerous title, towards the mentioned inheritance; that since the second executant has already paid the respective registration charges by way of onerous title towards the purchase likewise of that sixth part now agreed they authorize him to enter right now in its possession, the same executant being allowed to make improvements in the property for which they give him authorization;- that in the event the sale does not take place for fault of the first executants they bind to pay to the same second executant an amount of five hundred rupees, besides the value of the improvements that he might have done and for the security and guarantee of the same amount of five hundred rupees and of the value of improvements, they mortgage specially the alluded to sixth part agreed to sell, the second executant being allowed to register on it the mortgage. That the properties sold and agreed to be sold are not from the reserved pool of the Comunidade as it is seen from the certificate which likewise was presented to me and shall be transcribed in the copies of these presents. All that is set out above the second executant accepted

and presented to me the chalan of payment of the following tenor:- State of Portuguese India - Chalan number one hundred and thirty nine. Registration charges by way of onerous title. Rupees, Ans. Pies. Amount of tax:- two hundred and forty -zero-zero. Stamp duty four-twelve-ten. Total : two hundred and forty four -twelve-ten. - Mr. Jose Maria Pereira paid an amount of two hundred and forty rupees, twelve annas and ten pies being the registration charges and stamp duty towards the purchase that he is going to make from Mrs Maria da Gloria L. da S. Pestana de Melo, widow, Mrs. Palmira B.B de S. e Lorena, widow of Antonio H. de S. e Correa, Alfredo A. da S. e Correa. Miss. Maria Matildes E. de S. da S. e Lorena. Mrs. Verediana do C. da S. e Lorena. Mrs. Maria Luiza M. da S. e Lorena and her husband Artur J.T. de Oliveira, all residing in Lisbon, represented by their power of attorney Jose Francisco Xavier da S. e Lorena, from Nova Goa . of the properties "House" or "Bungalow" with its adjacent piece of land and rustic property denominated "Terceira diviisao de oiteiro" (Third division of the hill) Maulinguem, situated in Taleigao and inscribed in land matriz under numbers three hundred and five and three hundred and six, for money consideration of two thousand seven hundred rupees and three hundred rupees respectively, according to their declaration. The head of Revenue office , Joao Martins. Taluka Revenue Office at Nova Goa, fourteenth July nineteen hundred and twenty three. The Head of Revenue Office, Joao Martins.- For Treasurer, Bala Bagvonta Zoixi - In witness whereof I drew up this before the witnesses M/s Raia Narana Camotim Ganecar, land owner, and Narana Senay Nagorcencar . clerk of Comunidade, both married of full age, resident in this city, to whom and to the parties this being read by me , Notary, aloud as they found it correct are going to sign here. This will bear stamp of one thousand seven hundred and ninety pies, one thousand two hundred and fifty pies being of deed, five hundred and thirty of sale and ten of receipt and in addition one hundred of mortgage. - Towards the sale two thousand pies, discharge four

hundred , agreement five hundred, obligation five hundred pies and of mortgage five hundred pies. Filing , stamp and initials seven hundred and ten pies. Corrections follow. I caused it to write.

Seal

Sd/- . Joao Francisco Xavier da Silveira e Lorena

Sd/- Jose Maria Pereira

Sd/- Raia Narana Camotim Ganecar

Sd/- Narana Sin ay Nagorcencar

Seal

Sd/- Carlos Augusto Maria d'Oliveira Pegado

Reprography of
Directorate of Archives & Archaeology
Panaji, Goa

No. 417/511

Date 17/05/09

प्राचिनता विभाग, पुणे विद्यापीठ संयुक्त
वकील-मोय हाचेकडून मिळालेली



967 208
Tab - Pegado
Jhas
Date - 30/05/09

Assi. Dir. A.
Directorate of Archives and
Archaeology
Panaji - Goa

[illegible]

119/171
19/07/09
.....
.....
.....
.....
.....

-2-

Certified that this phot copy is of the
folio 97 of the Book No. 208
of the Notary of Alhas
Tab. Pegado
preserved in this Directorate of Archives
& Epigraphy, Panaji, under its volume
No. Senlo - 301
Panaji 21/5/09



Shaikh Mishaadul
Asst. Secy (Genl. Adm.)
Directorate of Archives and
Epigraphy
Panaji-Goa

[illegible]

1. Name of the person

2. Address

119/511
19/07/09

3. Signature

4. Date

5. Place

6. Remarks

- 3 -

97r

208

Tab- Pegado Jhas

SenNo- 301

21/5/09



Shri. P. S. (Baf.)
Director, Archaeology
Puneji-Goa

[illegible]

No. 119/871
Date 19/01/09
.....
.....
.....
.....

-4-
98 208
Tab. Pegado Jhas
No. SENO - 301
Date 21/5/09



Shaikh Mohamud A.
Assistant (Grade I)
Director of Fisheries and
Agriculture
Panaji - Goa

[illegible]

19/1/04
19/08/09

-5-
Certified that this photocopy is of the
folio 98v of the Book No. 208
of the Note of Vilhas
Tab Pegado
preserved in the Directorate of Archives
& Archaeology, Panaji, under its volume
No. Seno - 301
Panaji 21/5/09

Shaikh Mahamdul A.
Assistant Archivist (Grade I)
Directorate of Archives and
Archaeology
Panaji Goa

que Maria Pereira, de Lavagão, a quem deu q. de quarenta e quatro ruyões doze laços e dez
reis, da contra venda e reposto e imposto de este
pela compra que me fez a D. Maria da Glória
e de S. Petronio de Luulo, viues, D. Palmira B.B. das
Lorena, viues de Antonio H. e S. e Lorena, H.
grido A das. e Lorena, D. Maria Beatriz de
A das e Lorena, D. Maria Theresiana de C. da S. e
Lorena, D. Maria Cruz, H. das e Lorena, e seu
representante G. V. de Oliveira, residentes em
Lisboa, representados pelo seu procurador
João Francisco Xavier das e Lorena, do
Lavalão, do freguesia de São Paulo da
seu Terreno adjacente freguesia de São
de nomeado Terreno de venda do
e de a lavoura e reforma tal e qual e consor
to de matriz sob o numero Trezentos
e cinco e Trezentos e seis, pelo preço de duas
mil e setecentas ruyões e Trezentos e seis
respectivamente e p. a venda sua de
do secretario de fazenda João Baptista
da Silva Martins. Supra ditos e fazenda
em Lavagão, a cargo de juros e rentas e
rentas e rendas e rendas. O secretario e fazenda
da Silva Martins. Pelo rubricado de
vanta haver - D. e freguesia de São Paulo
e freguesia de São Paulo e freguesia de São Paulo
chara e freguesia de São Paulo e freguesia de São Paulo
e freguesia de São Paulo e freguesia de São Paulo
e freguesia de São Paulo e freguesia de São Paulo

119/171
19/08/09

-6-

99

208

Tab. Pegado Alhas

2 No- 301

21/5/09



19-08-2009

19-08-2009

19-08-2009

19-08-2009

19-08-2009

119/54
19/01/09

.....
.....
.....
.....
.....

— 7 —

Certified that this photocopy is of the
folio 99v of the Book No. 208
of the Notary of Thas
Tab - Pegado
preserved in this Directorate of Archives
& Archaeology, Panaji, under its volume
No. 240-301
Panaji. This Computerised
documents consisting of
seven computerised copies
is issued at the request
of Mr. Arun Bandekar, from
Bordem - Bicholim - Lusa,
Panaji - 21/1/2009

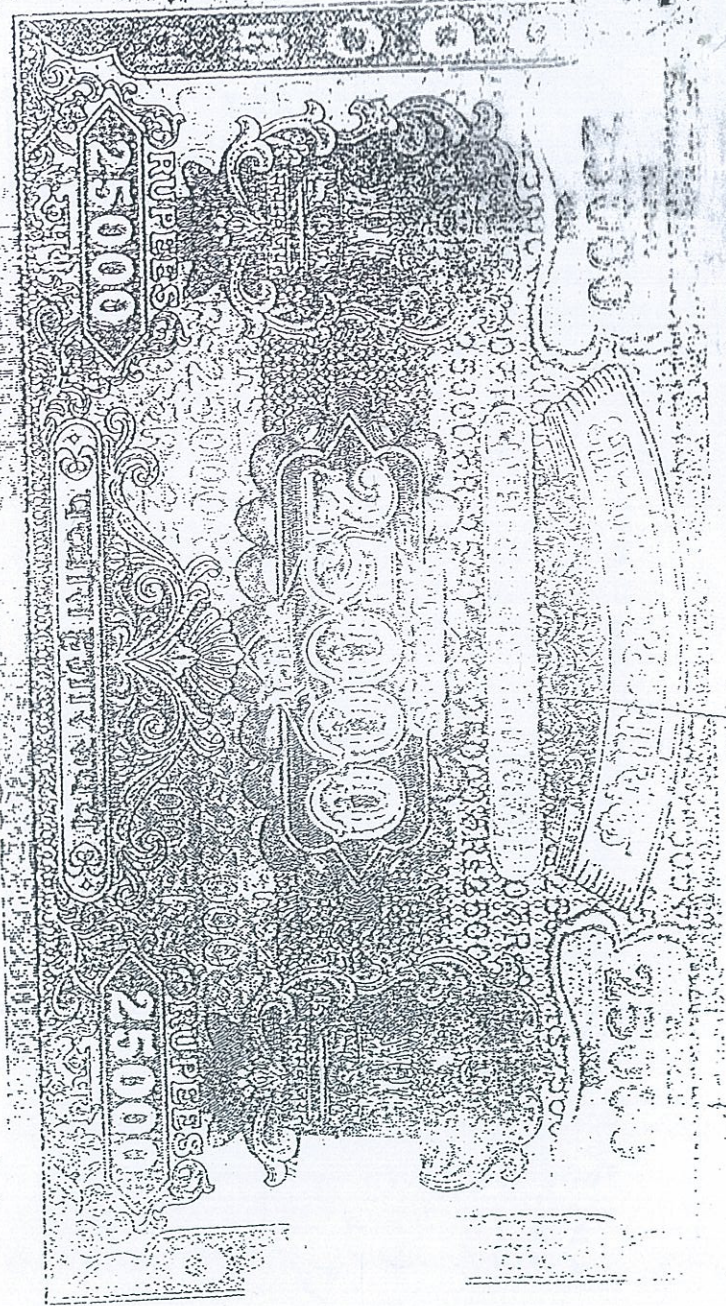
Sheikh Mohamud A.
Assistant Archivist (Grade I)
Directorate of Archives & Archaeology
Panaji

Directorate of A. & A.	
21/1/09	
175	394
13/1/09	

Handwritten scribbles

①

10-4



1214

Handwritten notes:
12pm 1/7 9.38 am
of

Handwritten scribbles

1-7-1998

35.050

47

2500

Handwritten:
12/12/18

Handwritten:
30/12/18
12/12/18

DEED OF SALE

This Deed of Sale is executed on this 1st day of
the month of July of the Year One Thousand Nine
Hundred and Ninety Eight,

261

11/5



00DD 616779

-3-

2. MRS. ROSALINA AMBRADA daughter of late Andre Andrade, major of age widow of Santama Pereira residing at Ghimbel, Tiswadi, Goa hereinafter referred to as the CONFIRMING VENDOR (which expression shall unless repugnant to the context or meaning thereof include her legal heirs, administrators, executors, successors in title and assigns) of the SECOND PART.

AND

Paragraph

Ser. No. 268 *Part* 35/6/28
 Value of 25,000/-
 Name for Mathias
 Amount 8,80,000/-
 Date 35/6/28
 Signature *[Signature]*
 Signature *[Signature]*

and MR. JOE MATHIAS, son of late Marcelino Mathias, a major in the army married, a businessman, residing at Panaji, Goa, hereinafter called the PURCHASER (which expression shall mean and include unless repugnant to the context, his heirs, successors, assigns, executors and legal representatives) of the THIRD PART;

WHEREAS
 IN

263

447



00DD 616778

1. There exists a property known as Terceira Divisao of Hill designated as "Maulinguem" situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, Goa within the Municipal Limits of Panaji. Municipal Corporation presently surveyed under Survey No.249/1 of Taleigao and bounded on the East by the Property surveyed under Survey No. 248 of Taleigao, on the West by the Property surveyed under Survey No.250 & 253 of Taleigao,

268
 25/0001
 Joe Mathew

9,80,200/-

8279/28

100

10

on the North by the 15 Meters wide Public Road
and on the South by the Property surveyed under
Survey No.247 of Taleigao and more particularly
described in the SCHEDULE-II hereunder written
and delineated in the Plan annexed hereto and
admeasuring an area of approx. 83,160 m2 herei-
nfter referred to as "SAID PROPERTY".

2. The SAID PROPERTY was a part and parcel of a



265

444

00DD 616777

-7-

larger property (hereinafter referred to as "SAID ORIGINAL PROPERTY" known as Terceira Divisao of Hill designated as "MAULINGUEM" situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, Goa then bounded on the East by the second division of the Hillock known as Maulinguem belonging to Roghunath Poi, on the West by the Property of Jose Soares De Veign and the bungalow of General Daniel Ferreira Pestano, on the North by the

Proof

5,000.2
for math

880,200

32/6/98

2-2-1944

Handwritten signature

11 Property of Mirra and aforesaid Soares and on the South by the Property of the Heirs of Pelerdine and the property of the aforesaid Soares and was described in the Conservatoria Predial De Comarca No. Da Vilhas under No. 14890 at Page 91 of Book B. 39 (new) and inscribed in the respective Matriz Predial under No. 306 Old Survey No. 785 admeasuring an area of approx. 130413m2 and more particularly described in SCHEDULE-I hereunder

267 157



00DD 616776

-9-

written. The SAID ORIGINAL PROPERTY was owned and possessed by late Shri Andreo Andrade having purchased the same vide Deed of Sale and Acquittance dated 21st February, 1947 from the then owners D. Matilda Gonsalves Pereira, widow, Dr. Carlos Renato Gonsalves Pereira and his wife D. Ema Jacinta Barreto Colaco Gonsalves Pereira and Dr. Antonio Armando Gonsalves Pereira and his wife D. Viviana Nicolhe Marie

268
25,000/-
for mother's

for

30/6/48

2,80,000/-

Signature of the Officer in Charge



Debutay Gonsalves Pereira which is
Recorded under No. 2636 at pages 139 reverse of
Book B47 New and is inscribed in favour of the
said late Shri Andre Andrade under inscription
No. 29399 and 19401 of Book G-31 on 20th
August, 1947.
The wife of Andre Andrade was Anna Fran-
cisca Estrocio and she passed away on 19.05.1940

269

1429



00DD 616775

and the said Andre Andrade dies on 22.04.1959 leaving behind his sole and universal heirs, his five children namely, a) Sebastiao Andrade married to Clotildes Fernandes alias Tolentina Fernandes. b) Rosalina Andrade (the CONFIRMING VENDOR herein) married to Santana Perreira, c) Conceicao Andrade married to Aleixo Barreto, d) Vijaya Andrade (the VENDOR herein) married

25, 2007 -
Joe Mathias

280,200/-

2

4. Consequent upon the death of the said Anna Francisca de Estrozo Orphanological Inventario

(271) 455





00DD 616774

-13-

Proceedings bearing Nos.93/40 were instituted in the Comarca Court of Ilhas namely Court of Civil Judge, Senior Division, Ilhas at Panaji, Goa that ended with the order of the Court dated 9th September 1940 after which, consequent to the death of said Andre Andrade, similar proceedings were initiated by fresh application which culminated into "APENSO" appended to the said original proceedings and this apenso, which is still

268... 30/8/91
25,000/-
for mother

depending on consideration and disposal in the above
referred Court, shall be made in the above
cases in the intervening period and Deed of Sale
and Acquittance was executed on 22nd August, 1959
in the City of Goa and drawn at the residence of
the Adv. Antonio De Noronha Rodrigues in the
presence of Crisna Porobo Tamba, substituted
Notary Public in the Judicial Division of Ilhas

273

454



00DD 616773

whereunder (a) Rosalina Andrade (the CONFIRMING
VENDOR herein) and her husband Santana Andrade
Pereira, (b) Conceicao Andrade and her husband
Aleixo Barreto and (c) Santana Andrade and her
husband Lourenco Mergulhao, sold for considera-
tion to the said Sebastiao Andrade and his wife
Mrs. Clotildes Fernandes all their illiquid and
undivided rights which they had to the estate of
their late father/father-in-law, the said late

268
 25,000/-
 30/6/78
 2,80,200/-
 30/6/78

Divandru Mandrade, which among other properties also
 included their respective one-fifth share in the
 divided ORIGINAL PROPERTY.
 WHEREAS the VENDOR herein instituted a Special
 Civil Suit No. 4/17 in the Court of Civil Judge
 Senior Division at Panaji for divorce and disso-
 lution of her marriage with the said Rognunath
 e Marvekar which was accordingly decreed vide Order

25



7) WHEREAS, consequently to the said Divorce Decree, the said one-fifth share in the estate of the deceased Andre Andrade, belonging to the VENDOR and the said Roghunath Naivekar was mutually and orally divided equally in 1973 i.e. one-tenth share in the estate of the said deceased Andre Andrade to the VENDOR including

IN No. 268 *Part*
 Valued at 25,000/-
 No. of *Part*
for Mathias
 30
 80/6/148
 2,80,200/-
[Signature]

one-tenth share in the SAID PROPERTY (hereinafter referred to as the "FIRST ONE-TENTH SHARE") and the remaining one-tenth share in the estate of the said deceased Andre Andrade to the VENDOR including one tenth share in the SAID PROPERTY to the said Roghunnath Narvekar.

WHEREAS the VENDOR along with other co-owners of the inheritance of Andre Andrade continue to

277

461



00DD 616771

-19-03-

enjoy the estate as per the "MODUS VIVANDI". has

9. WHEREAS the VENDOR herein vide Agreement of Sale dated 27th July, 1988 agreed to sell to the CONFIRMING VENDOR entire 1/10th undivided illiquid share in the estate of the said deceased Andre Andrade and the VENDOR AND CONFIRMING VENDOR both agree that since 27.7.88 the VENDOR and the CONFIRMING VENDOR were both in possession

268
25,000.00
for materials
806/28
8,80,200/-




and enjoyment of the said 1/10th of undivided and
illiquid share to the said estate.

10. WHEREAS thereafter the VENDOR and the
CONFIRMING VENDOR entered into an Agreement for
Sale on 20.08.1988 with the PURCHASER with
respect to the said 1/10th share and soon the
possession of the said share was handed over to
the PURCHASER.

279

443



00DD 616770

-21-

11. WHEREAS now the VENDOR and the CONFIRMING VENDOR have agreed to sell to the PURCHASER the said 1/10th undivided illiquid share to the said estate of late Andre Andrade and the PURCHASER has agreed to purchase the same for Rs. 35,00,000/- only, as per the terms and conditions mentioned herein below.

368. Price of land

32/6/28

Value of land

25,000/-

for maturity

2,80,000/-

Signature of Party

Signature of Party

-22-18-

NOW THIS DEED WITNESSES AS UNDER :-

and. Pursuance of the above agreement and
in consideration of the price of Rs. 35,00,000/-
(Rupees Thirty five lakhs only) out of which an
amount of Rs. 30,00,000/- has been paid being the
price consideration for the property mentioned in
Schedule-II and an amount of Rs. 5,00,000/- is
paid being the price consideration for ALL THAT

(281)

465

5000RS.



-23-

one-tenth undivided right, title, interest of the
VENDOR, in her estate or inheritance of late Mr.
Andre Andrade] ^{including the properties described in Schedule-III} paid by the PURCHASER out of
which Rs. 4,75,000/- is paid today to the VENDOR
and the balance is paid in the hands of the
CONFIRMING VENDOR at the request of the VENDOR
MRS. VIJAYA ANDRADE, of which an amount of Rs.
1,00,000/- (Rupees One lakh only) was paid on
20.08.88 and further payments which as on today

268
 Value of shares 5000/-
 Name of holder Jase Mathew
 Registered 2,80,000/-
 As per ...
 Date 30/6/28
 [Signature]
 [Signature]

and amount to Rs. 4,57,000/- and the balance is paid
 by post dated cheque No. 921596 on Corp. Bank,
 Panjim, of Rs. 5,00,000/- dated 31/12/1999, cheque
 No. 921597 on Corp. Bank, Panjim of Rs. 5,00,000/-
 dated 30/06/2000, cheque No. 921598 on Corp. Bank,
 Panjim of Rs. 5,00,000/- dated 31/12/2000, cheque
 No. 921599 on Corp. Bank, Panjim, of Rs.
 5,00,000/- dated 30/06/2000, cheque No. 921600 on
 Corp. Bank, Panjim, dated 31/12/2001 of Rs.

283

467

100RS.



-25-

4,78,000/- respectively. The CONFIRMING VENDOR does hereby acknowledge and admit having received the above from the and PURCHASER therefrom grants full discharge to the PURCHASER. The VENDOR and the CONFIRMING VENDOR do hereby do and doth hereby grant, convey and assure and assign sell, transfer by way of sale the said 1/10th undivided right, title and interest of the VENDOR in their estate or in heritance of late Mr. Andre Andrade

968

1001
page for matching

30/6/28

280,2001

Signature of the ~~Donor~~ ~~Vendor~~

[Signature]

which estate includes the properties described in

II

Schedule - II hereunder written and other prop-

erties, along with the appurtenances as well as

all the estates interests, use, property, possession,

~~all~~ benefit and claim or demand or whatsoever of the

VENDOR upon the said inheritance or estate and of

the CONFIRMING VENDOR to have and to hold to the

use and benefit of the PURCHASER for ever or for

all purposes.

285

469

100RS.



-27-

2. Hereafter it shall be lawful for the PURCHASER from time to time and at all times peacefully and quietly to continue to possess and enjoy the said undivided rights hereby sold for his own use and benefit without any suit, eviction, intervention, claim, demand whatsoever for or by the VENDOR or anybody acting on their behalf.

268
No. 1001
Value of stock
Date of sale
Location of
Acquisition
etc.

Page 1001
for Mathias

280,000

32/6/98

[Signature]

[Signature]

3. The VENDOR and the CONFIRMING VENDOR
covenant with the PURCHASER as under :-
a) That the VENDOR has a perfect and legal and
unassailable right, title and interest to the
said undivided and illiquid rights to the estate
of inheritance of late Mr. Andre Andrade and as
such has authority to sell and transfer the same
in favour of the PURCHASER.

-29-

b) That the said undivided rights hereby conveyed are free from any onus and all sorts of charges, demands and encumbrances.

c) The VENDOR and the CONFIRMING VENDOR hereby undertake to rectify and make good any claims, demands, changes or encumbrances with respect to the said undivided rights hereby conveyed to the PURCHASER at their own cost and undertake to keep the PURCHASER fully indemnified and saved from any loss.

d) The VENDOR and the CONFIRMING VENDOR have No Objection whatsoever to the name of the PURCHASER being entered by mutation or in any other manner in the Survey records or in any other records or documents pertaining to the records of rights in respect of the said illiquid undivided rights to the estate of Andre Andrade under this deed and they have also No Objection whatsoever to the PURCHASER making any application to get himself impleaded in the said inventory proceeding bearing No.993/40 as the co-owners of the right to the said estate.

289

472

-30-

e. The CONFIRMING VENDOR hereby consent and confirms and partakes in the above transfer by way of sale of the said undivided rights to the estate of Andre Andrade.

f. The market value of the said undivided rights hereby sold is Rs. 35,00,000/-.

g. In case of delay in realization of the said post dated cheque the PURCHASER shall have to pay the VENDOR interest at the rate of 12%, interest thereon for the period of delay.

h. It is expressly agreed that the money which is pending with the Government on account of the acquisition prior to 31.08.88 shall belong solely to the CONFIRMING VENDOR and the PURCHASER shall be entitled to the compensation payable on account of acquisition subsequent to 31.08.88

i. In the event the full descriptions of the properties described in Schedule - III hereunder are to be added/modified subsequently than the VENDOR and the CONFIRMING VENDOR undertakes to

-31-

sign, execute and deliver the Deed of Addendum incorporating such modification/changes as may be required.

S C H E D U L E - I

The said property known as "TERCEIRA DIVISAO" of hill designated as "MAVLINGUEM" situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, Goa then bounded on the East by the second division of the Hillock known as Maulinguem belonging to Raghunath Poi, on the West by the property of Jose Soares de Veign and the bungalow of General Daniel Pereira Pestano, on the North by the property of Mitra and aforesaid Soares and on the South by the property of the heirs of Peleraine and the property of the aforesaid Soares and was described in the Conservatoria Predial De Comarce Da Ilhas under No. 14890 at Page 91 of Book B-39(new) and inscribed in the respective Matriz Predial under No. 306 Old Survey No. 785 admeasuring an area of approx. 130413m2.

S C H E D U L E - II

ALL that part and parcel of immovable property known as "TERCEIRA DIVISAO" of Hill designated as

-32-

"MAULINGUEM" situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, and sub-district of Ilhas, district of Goa, within the Municipal limits of Panaji Municipality presently surveyed under Survey No. 249/1-A and admeasuring approximately 83160 sq. mts. and bounded on the North by the public road Dona Paula to Bambolim, on the South by the property bearing Survey No. 247, 250/1, 263/3 and 253/2(part), on the East by the property bearing Survey No. 248 and partly by Survey No. 247 and on the West by the property bearing Survey No. 250 and Survey No. 253. This property earlier formed part of a bigger property described under No. 2636 of folio 139 reverse of Book No. B-7 (new) in the Land Registration Office of Ilhas and No. 14890 at page 91 of Book 3 and bearing Matriz No. 306 (old) described in Schedule-I.

S C H E D U L E - III

- 1) Paddy field situated at Caranzalem, Tiswadi Taluka bearing Chalta No. 6, P.T. Sheet No. 174 having an approximate area of 6275:00 square metres of which land registration number is Nil and the matriz No. is Nil.

295

479

2) Property with house at Caranzalem, Tiswadi Taluka bearing Chalta No. 11 of P.T. Sheet No. 175 having an approximate area of 2327:00 square metres of which land registration number is Nil and the matriz No. is Nil..

3) Property known as "MAULINGUEM" bearing Survey No. 249/2 situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, Goa, of which land registration number is Nil and the matriz No. is Nil..

4) Property with house situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka under Survey No. 254/1 having an approximate area of 7125:00 square metres of which land registration number is Nil and the matriz No. is Nil..

5) Property situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, under Survey No. 255/1 having an approximate area of 1,200 sq. metres of which land registration number is Nil and the matriz No. is Nil..

IN WITNESS HEREOF the parties hereto sign hereun-

297

484

der :

SIGNED, EXECUTED AND DELIVERED
BY THE WITHINNAMED VENDOR:
MRS VIJAYA ANDRADE

Vijaya Andrade

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED CONFIRMING
PARTY MRS. ROSALINA ANDRADE

Rosalina Andrade

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED PURCHASER
MR. JOE MATHIAS

Joe Mathias

WITNESSES :

1. [Signature]

2. [Signature]

1) Mrs. Vijaya Andrade. Also Andrae Andrade, major photo climbed.

2) Mrs. Rosalina Andrade also Andrae Andrade, major, also climbed.

3) Mr. Joe Mathias. Also Mrs. Celina Mathias, major or married businesswoman, photo climbed.

RECEIVED AND DELIVERED BY THE WITHIN THE WITNESSED SIGNATURE

MR. JOE MATHIAS

19-17-34

Vijaya

19-17-34

Mr. Rosalina

19-17-34

③ Mrs. Rosalina V. Kundrae major married businesswoman photo climbed
 (being witness No 2 - 44-48801-21-5-2-1)
 1) Mrs. Andrae Andrae
 2) Mrs. Rosalina Andrae major photo climbed
 3) Mrs. Andrae Andrae major photo climbed

Witness execution of the

seal

2) Andrae

Andrae

ITC No 67/170. WI/98-99 issued by
Insurance Off in Ward-I Ranaji dt.
4/8/98 is finished today.

Sanjay dt 19th August 98

Preethi

NOC from NGPDA/ST/946/1519/98 dt
25/9/98 and NOC from NGPDA/ST/946/
1521/98 dt 25/9/98 and NOC NGPDA/
ST/946/1523/98 dt 25/9/98 and,
NOC from NGPDA/ST/946/1524/98
dt 25/9/98 is finished today.

NOC from NGPDA/ST/946/1522/98
dt 25/9/98 is NOC from NGPDA/ST/
1522/98 dt 25/9/98 is finished.

Sanjay dt 25th Sept 98

Preethi

28/9/98

1706
85

413

I
28/9/98

Preethi

Note of Return:- This
document will be returned
on 28/9/98 *Preethi*