

THE BANK OF RAJASTHAN LTD.
DAULAT BUILDING
18th JUNE ROAD
PANAJI - GOA

D-5/STP(V)/C.R/35/8/2006 - RD



भारत
सत्यमेव जयते
INDIA

STAMP DUTY

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Rs. ≈ 0058000 ≈ -6.8.2008

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NON JUDICIAL

GOA

3474 5931178

Name of Purchaser..... *Jewel Corporation*
For The Bank of Rajasthan Ltd.

Authorized Signatory

KADHAKRISHNAN S.
SENIOR MANAGER

4126

DEED OF SALE

THIS DEED OF SALE is executed at Mapusa, Goa on this 7th day
of August 2008;

BETWEEN

- 1) Mr. DINO ANTONIO JUSTINIANO FRANCISCO PEREIRA
alias DINO PEREIRA alias DINO S. PEREIRA, 54 years old,
married, son of late Mr. Santan Pereira alias Santanan Pereira alias

[Signature] *[Signature]* *[Signature]*
Pereira *Hernandes*

Sanatana Diogo Cosme Caridade Pereira, service, and his wife 2) Mrs. ALDA PEREIRA alias ALDA DINO PEREIRA, 51 years old, service, daughter of Joao Vicente Sardinha, both residents of Flat Nos. K-292 & K 293, Parmar Nagar, Phase III, Fatimanagar, Pune 411 013; 3) MRS. SAVIA HIGIND EMELIA PEREIRA alias SAVIO FERNANDES or SAVIA FERNANDES, 51 years old, house wife, daughter of late Mr. Santan Pereira alias Santanan Pereira alias Sanatana Diogo Cosme Caridade Pereira and her husband 4) MR. MERVYN FERNANDES, 55 years old, son of Joseph Fernandes, service, both residents of Flat No. 1, Krisna Kunj, Vikas Nagar, Wanorie, near Ahyodhya Hospital, Pune 411 040; 5) MR. DEGRACIO CONCEICAO PEREIRA alias DEGRACIO PEREIRA, 49 years old, son of late Mr. Santan Pereira alias Santanan Pereira alias Sanatana Diogo Cosme Caridade Pereira service, and his wife 6) MRS. LORAIN PEREIRA, daughter of Mr. Simon Victor Simoes, age 46, house wife, both residents of House No.422/1, Ward Povocao, Moira, Bardez, Goa, hereinafter called as the VENDORS, (which expression herein used shall unless repugnant to the context or meaning thereof be deemed to included their heirs, executors, administrators and assign) of the ONE PART.

The Vendor Nos. 2 and 5 are represented by their respective spouses, Vendor No. 1 and 6, by virtue of duly constituted power of attorneys executed before Shri R. U. Choure, Advocate and Notary, Pune on 6th February 2008 and before Shri A. K. Phadte, Advocate and Notary of Bardez on 14/05/2008 under No. 1368/2000, respectively.

  2 
Pereira

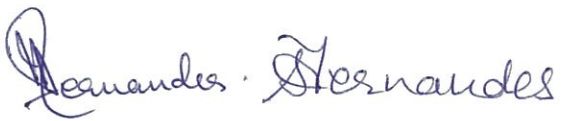


AND

- 6) *M/S JEWEL CORPORATION*, a partnership firm registered under Indian Partnership Act, represented by its Managing Director, Mr. Joseph T. D'Souza, aged 52 years, businessman resident of Flat No. 1, Eden Garden Apartments, Carrasvado, Mapusa-Goa, hereinafter called as PURCHASER (which expression herein used shall unless repugnant to the context or meaning thereof be deemed to included his heirs, executors, administrators and assign) of the OTHER PART.

WHEREAS there exists a landed property bearing survey No. 70/13 situated at Village Sirsaim, within the Village Panchayat of Sirsaim, Bardez Taluka, Sub-District Bardez of North Goa District of Goa State, specifically mentioned in the SCHEDULE WRITTEN herein under and shown in the plan attached herewith, which is neither registered in the land Registration office at Bicholim or Mapusa-Goa nor enrolled in the Matriz Predial at Bicholim or Bardez which belongs to late father and father-in-law, of the VENDORS, Mr. Santan Pereira alias Santanan Pereira alias Sanatana Diogo Cosme Caridade Pereira and his wife late Mrs. Diana S. Pereira alias Diana Souza Pereira alias Maria Diana Ditosa do Rosario Souza e Pereira alias Maria Verediana Ditosa do Rosario Souza both residents of Pune who expired on 8th day of June 1991 and 18th September 1989 respective.



  
Pereira

AND WHEREAS the parents and parent-in-laws of the VENDORS were in peaceful, continuous and lawful possession of the said property and since the death of their parents and parent-in-law the VENDORS are in continuous and lawful possession.

AND WHEREAS by virtue of DEED OF SUCCESSION drawn on the 9th day of November 1995, at page 42V onwards in Book No. 781 of the office of Sub-Registrar and Ex-Officio Notary of Bardez Taluka, the VENDORS became sole and universal heirs of their deceased parents, late Mr. Santan Pereira alias Santanan Pereira alias Sanatana Diogo Cosme Caridade Pereira and his wife late Mrs. Diana S. Pereira alias Diana Souza Pereira alias Maria Diana Ditosa do Rosario Souza e Pereira alias Maria Verediana Ditosa do Rosario Souza both residents of Pune.

AND WHEREAS the VENDORS, vide Agreement for Sale dated 8th February 2008 registered in the office of Sub-Registrar of Bardez at Mapusa, under serial No. 912 at pages 248 to 264, book I of volume 2472 dated 11/2/2008, have agreed to sell to the PURCHASER and the PURCHASER has agreed to purchase the said property fully described in the schedule written below of this, for a price of Rs. 55 lakhs (Rupees fifty five lakhs only), which is the present market value of the property out of which a sum of Rs. 21 lakhs (Rupees twenty one lakhs) was paid to the VENDORS at the time of the execution of the said Agreement for Sale, with covenant that the balance amount of Rs. 34 lakhs (Rupees thirty four lakhs)



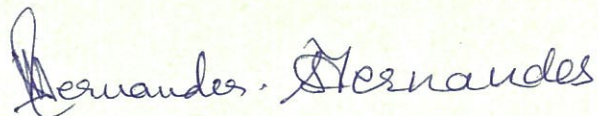
   
Pereira

would be paid by the PURCHASER at the time of execution of the *DEED OF SALE* in respect of the said property, to the VENDORS.

2. *AND WHEREAS* it is placed on record that before executing said Agreement for Sale dated 8th February 2008, a public notice was published in the NAVHIND TIMES of Wednesday July 4, 2007, inviting objections or claims in respect of the said property but no objection or claim was received from any member of public, firm, company, institutions or bank in respect of the sale of the said property within the stipulated time of fifteen days or subsequently till the date the agreement was signed and even till this date.

3. *NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:-*

i) That in pursuance of the said agreement for sale and in consideration of Rs. 55 lakhs (RUPEES fifty five lakhs) out of which an amount of Rs. 21 lakhs (Rupees twenty one lakhs only) was paid at the time of execution of the said Agreement, the VENDORS do hereby acknowledge the receipt of the said part payments and balance amount of Rs. 34 lakhs (Rupees thirty four lakhs) paid today by the PURCHASER to the VENDORS by cheques i. e. VENDORS Nos. 1 and 2, paid a sum of Rs. 11,33,333/- (Rupees eleven lakhs thirty three thousand three hundred thirty three only) vide two cheques, bearing Nos. 244889 dated 7/8/08 and No. 144892 dated 21/08/2008, for sums of Rs. 10,75,000/- (Rupees ten lakhs seventy five thousand) and of Rs. 58,333 (Rupees fifty eight thousand three hundred thirty three), respectively drawn on HDFC Bank Mapusa Branch at the specific request, in the name of the Vendor No. 1 Mr. Dino Pereira; VENDORS Nos. 3 and 4, paid a sum of Rs. 11,33,333/-

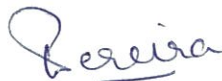
  
Pereira
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(Rupees eleven lakhs thirty three thousand three hundred thirty three only) vide two cheques, bearing Nos. 244890 dated 7/8/08 and No. 244893 dated 21/08/2008, for sums of Rs. 10,75,000/- (Rupees ten lakhs seventy five thousand) and of Rs. 58,333 (Rupees fifty eight thousand three hundred thirty three), respectively, drawn on HDFC Bank Mapusa Branch, at the specific request in the name of the Vendor No. 4 Mr. Mervyn Fernandes and VENDORS Nos. 5 and 6, paid a sum of Rs. 11,33,334/- (Rupees eleven lakhs thirty three thousand three hundred thirty four only) vide two cheques, bearing Nos. 244891 dated 7/8/08 and No. 244894 dated 21/08/2008 for sum of Rs. 10,75,000/- (Rupees ten lakhs seventy five thousand) and of Rs. 58,334 (Rupees fifty eight thousand three hundred thirty four), respectively drawn on HDFC Bank Mapusa Branch at the specific request, in the name of the Vendor No. 6 Mrs. Loirne Pereira, the receipt of the same the VENDORS, jointly and individually acknowledge having received the full consideration or price of the said property and discharge the PURCHASER forever and the VENDORS as absolute owners put the PURCHASER in physical possession of the SAID PROPERTY on this date and grant, convey, sell, transfer, assign and assure unto and for the use and enjoyment of the said PURCHASER all that SAID PROPERTY or plot admeasuring 8450 sq. metres, more specifically described in the SCHEDULE 1 below and shown in the plan attached herewith, TOGETHER WITH all the trees, fences, compound walls, hedges, ditches, ways, gates, well, waters, watercourses, liberties, privileges, Easements, rights, title, interest, claims, demands and appurtenances whatsoever to the SAID PROPERTY belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL estate, rights etc whatsoever of the VENDORS unto or upon the same and



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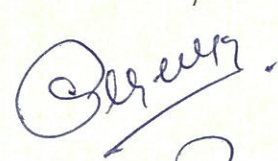
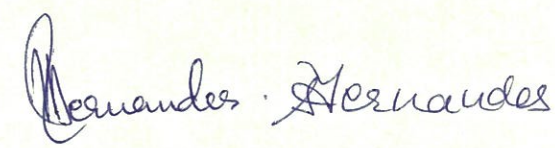
every part thereof to use and hold the same forever for the use of the *PURCHASER* exclusively;

4. *AND WHEREAS* the *VENDORS* do hereby declare and covenant with the *PURCHASER* as follows: -

- i) That the said plot of land or *SAID PROPERTY* hereby sold is free from all the encumbrances, charges, claims or demands, tenancy etc. of whatsoever nature and that the *VENDORS* have not done any thing whereby the *SAID PROPERTY* may be subject to any attachment of any Court or lien of any Bank, Financial Institution or any other person/s whatsoever and in case any of such encumbrance comes forth the same will be sufficiently indemnified by the *VENDORS*.
- ii) That the *VENDORS* jointly and severally hereby agree to indemnify and keep indemnified the *PURCHASER*, their estate, heirs, executors, administrators and representatives in the event the *PURCHASER* is dispossessed of the *SAID PROPERTY* hereby sold for any of the defects in the title of the *VENDORS* to the *SAID PROPERTY* or any part thereof.
- iii) That the title of the *VENDORS* to the *SAID PROPERTY* hereby sold is subsisting and the *VENDORS* have absolute and full power to sell the same.
- iv) That the *SAID PROPERTY* shall at all the times hereafter peacefully and quietly possessed the enjoyed by the *PURCHASER*



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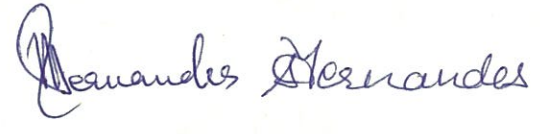



Bereira

without any claim or demand of whatsoever nature from the *VENDORS* or any other person/s whomsoever.

- v) That the *VENDORS* shall do or execute or cause to be done or executed all such lawful acts, deeds and things for further more perfectly conveying and assuring the *SAID PROPERTY* for the use of the *PURCHASER*.
- vi) That the *VENDORS* shall have no objection to include the *PURCHASER'S* name in the Survey Record, record of Rights or any other official record/s including the record of Village Panchayat of Sirsaim in respect of the *SAID PLOT OR PROPERTY*.
- vii) That the *VENDORS* shall have no objection for the use of the *SAID PLOT or PROPERTY* whatever manner the *PURCHASER* wants or desires.

AND WHEREAS both the parties have already signed an agreement for sale, registered under No. 912 dated 11/02/2008 before the Sub-Registrar of Bardez and paid stamp duty of Rs. 52,200/- which is adjusted at the time of signing of the present DEED OF SALE, as per Circular No. 35/4/2003/FD dated 06/09/2006, issued by the Under Secretary Revenue, Government of Goa, Secretariat, Porvorim, Goa

IN WITNESS WHEREAS *the VENDORS* and the *PURCHASER* have signed this *DEED OF SALE* at Mapusa, Goa on the

  
Lereira

day, month and year first above written in presence of two attesting witnesses.

SCHEDULE

ALL THAT PROPERTY situated at Sirsaim, within the local area of village Panchayat Sirsaim of Bardez Taluka, sub-district Bardez of North Goa District of Goa state, bearing survey No. 70/13, admeasuring 8450 sq. metres, neither described in the Land Registration office at Bicholim or Bardez nor enrolled in the Taluka Revenue office of Bicholim or Bardez. This property is shown in the plan attached to this deed and bounded as under: -

On NORTH: - by the properties bearing survey No. 70/12 and 70/11,

On SOUTH: - by the properties bearing survey No. 70/14 and 70/4,

On EAST: - by the public road, and

On WEST: - by the property bearing survey No. 70/4

Signed sealed and delivered
Within named Vendor No. 1 Dino
Antonio Justiniano Francisco Pereira
for self and as power of attorney of
vendor No. 2.

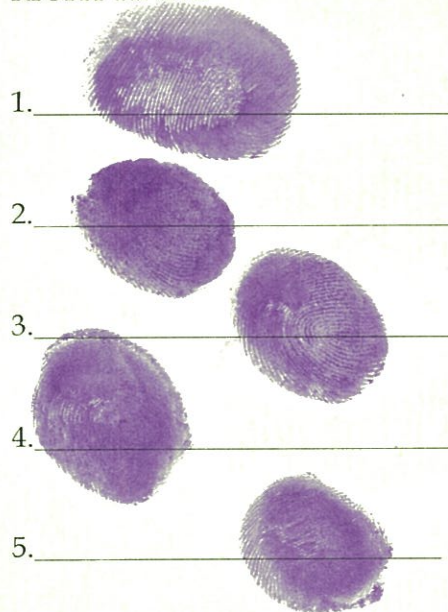
Photo



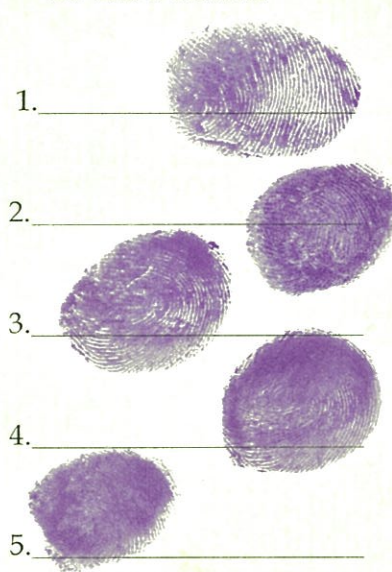
(Signature)

(Signature) *(Signature)* *(Signature)*
Pereira *Fernandes*

FINGER IMPRESSIONS OF
RIGHT HAND



FINGER IMPRESSIONS OF LEFT
OF LEFT HAND



Signed and sealed
Within named Vendor No. 3
Mrs. Savia Higind Emelia
Pereira



Hernandes

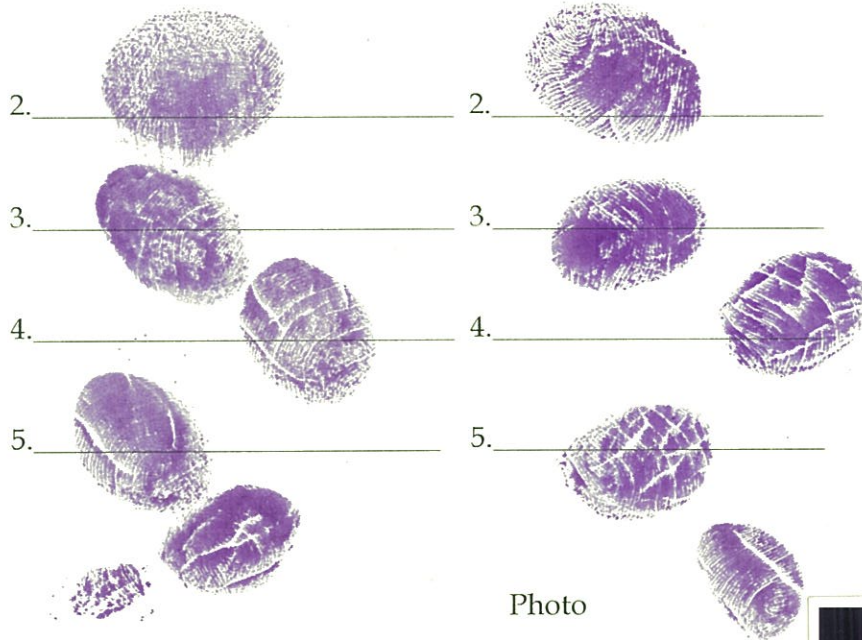
FINGER IMPRESSIONS OF
RIGHT HAND



FINGER IMPRESSIONS OF LEFT
OF LEFT HAND



[Signature] *[Signature]* *[Signature]*
Pereira *Hernandes*



Photo

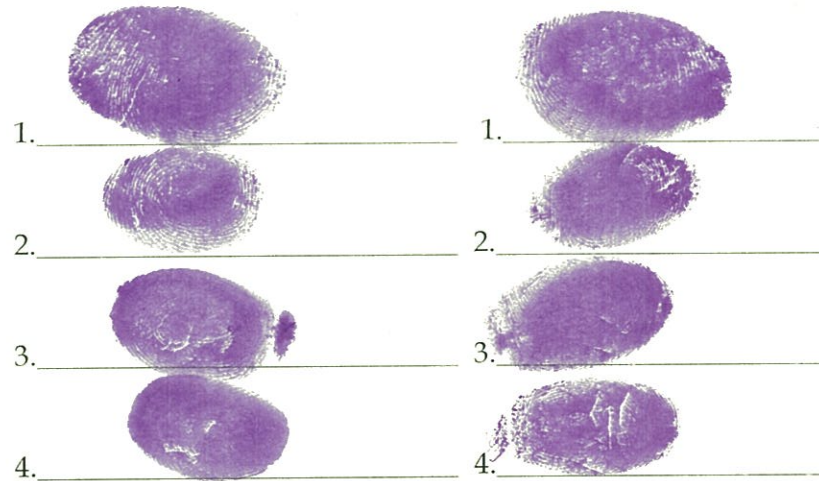


Within named Vendor No. 4
Mr. Mervyn Fernandes

A handwritten signature in blue ink that reads "Mervyn Fernandes". The signature is written in a cursive style and is positioned above a horizontal line.

FINGER IMPRESSIONS OF
RIGHT HAND

FINGER IMPRESSIONS OF LEFT
OF LEFT HAND



A handwritten signature in blue ink, appearing to be "Mervyn Fernandes", written in a cursive style.

11
Berwick
Bereira

Fernandes, Fernandes



[Signature]

[Signature]

Rosaura

Rosaura Hernandez

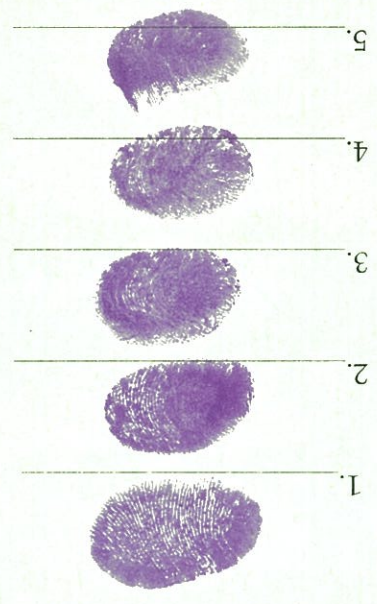
FINGER IMPRESSIONS OF

RIGHT HAND



FINGER IMPRESSIONS OF LEFT

OF LEFT HAND



Within named Vendor No. 6
Mrs. Loraine Pereira for
Self and as power of attorney of
Vendor No. 5

Rosaura



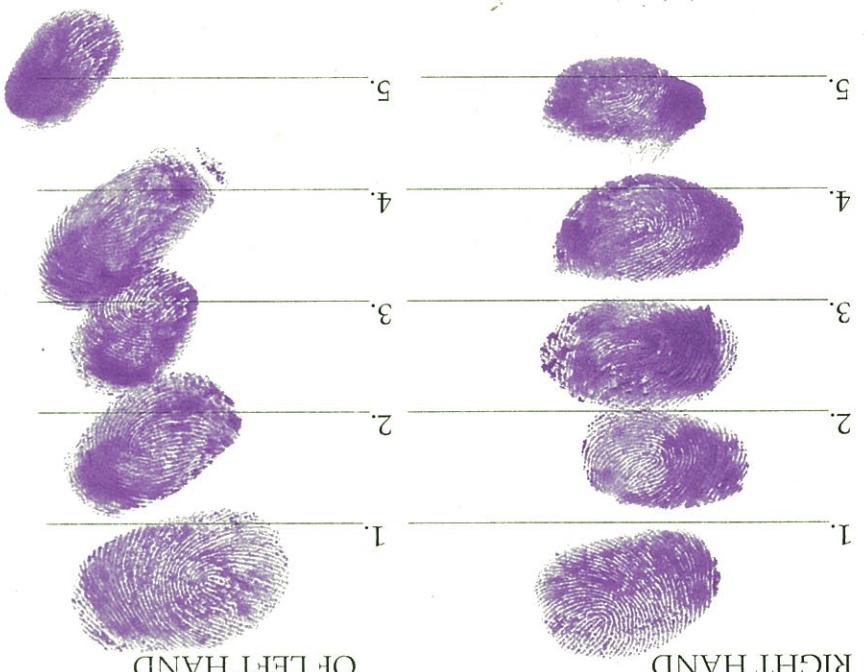
For purchaser M/s Jewel Corporation through its

Managing Director, Mr. Joseph D'Souza



[Signature]

FINGER IMPRESSIONS OF RIGHT HAND FINGER IMPRESSIONS OF LEFT



Witnesses: -

1. JEWELLEN D'SOUZA

[Signature]

2. Mahesh R. Gordon *[Signature]*

[Signature]
13
Garcia
Ramos
Serrano



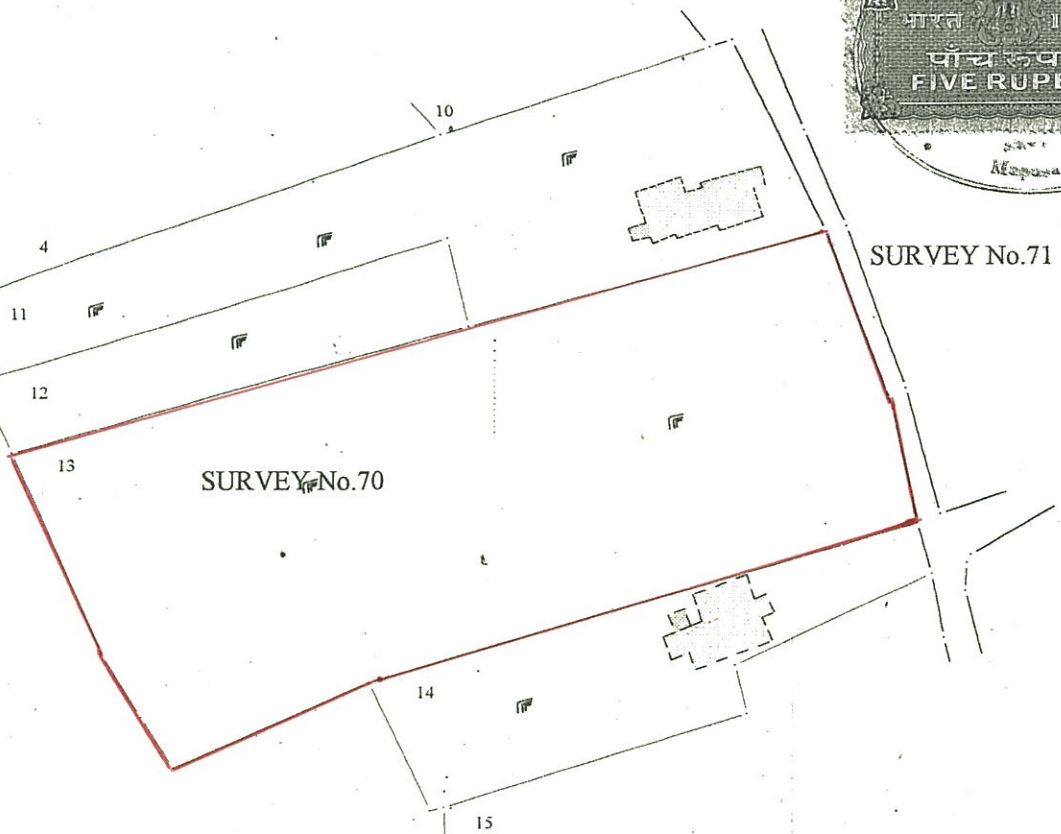


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA



Plan showing plots situated at
Village Sirsaim of Bardez Taluka
S.No./Sub Div No. 70/ 11,12,13,14
Scale 1:1000

Rakshay
11/5/2006
Inspector of Surveys &
Land Records
City Survey, Mapusa.
पंचायती भू अभिलेख निरीक्षक



[Signature]
[Signature] *Ramendes Hernandez*
[Signature] *Beera*

Computer Generated by *[Signature]*
On 11-5-2006

Compared by *[Signature]*
11-5-06 *[Signature]*



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 07-08-2008 01:07:00 PM

Document Serial Number : 4126

Presented at 12:17:00 PM on 07-08-2008 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	110000.00
2	Processing Fees	160.00
3	Deficit Stamp Duty and/or Penalty	52000.00
	Total :	162160.00

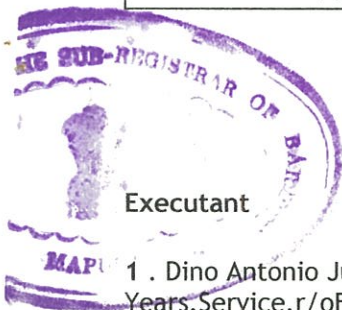
Stamp Duty Required: 57800.00

Stamp Duty Paid: 58000.00

Mr Joseph T. D'Souza presenter

Agreement for sale registered against Reg No. 912, at pages 248 to 264, Vol.-2472, dated 11.2.2008.
Rs. 52,000/- deficit stamp duty amount was paid by the party at the time of Agreement for sale dated 8.2.08 vide under stamp papers as below
1. 018565 - Rs. 25,000/-
2. 018566 - Rs. 25,000/-
3. 048670 - Rs. 1000/-
4. 048669 - Rs. 1000/-
5. 099984 - Rs. 100/-
6. 099985 - Rs. 100/-

Name	Photo	Thumb Impression	Signature
Mr Joseph T. D'Souza, s/o Bernard D'Souza, Married, Indian, age 52 Years, Business, r/o Flat No. 1, Eden Garden Apartmnet, Carrasvado, Mapusa, Goa. Managing Director of M/S Jewel Corporation a Partnership Firm.			 52,200/- SUB-REGISTRAR BARDEZ



Endorsements

1. Dino Antonio Justinano Francisco Pereira, s/o Late Santan Pereira, Married, Indian, age 54 Years, Service, r/o Flat Nos. K-292 and K-293 Parmar Nagar Phase III Fatimanagar, Pune For self and POA holder fro vendor No. 2 dated 06/02/2008.

Photo	Thumb Impression	Signature

2 . Loraine Pereira, d/o Simon Victor Simoes, Married, Indian, age 46 Years, House-Wife, r/o H.No. 422/1 Povocao, Moira, Bardez, Goa For self and POA holder for Vendor no. 5 dated 14/05/2008

Photo	Thumb Impression	Signature
		

3 . Savia Higind Emelia Pereira, d/o Late Santan Pereira, Married, Indian, age 51 Years, House-Wife, r/o Flat No. 1, Krisna Kunj, Vikas Nagar, Wanorie, Near Ahlyodhya Hospital Pune

Photo	Thumb Impression	Signature
		

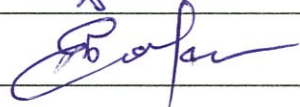
4 . Mervyn Fernandes, s/o Joseph Fernandes, Married, Indian, age 55 Years, Service, r/o Flat No. 1, Krisna Kunj, Vikas Nagar, Wanorie, Near Ahlyodhya Hospital Pune

Photo	Thumb Impression	Signature
		

5 . Joseph T. D'Souza, s/o Bernard D'Souza, Married, Indian, age 52 Years, Business, r/o Flat No. 1, Eden Garden Apartmnet, Carrasvado, Mapusa, Goa. Managing Director of M/S Jewel Corporation a Partnership Firm.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Jewellen D'Souza , d/o Joseph D'Souza, UnMarried, Indian, age 23 Years, Business, r/o Eden Garden Apts, Damadem, Tivim, Bardez, Goa	
2	Mahesh Rauji Govekar , s/o Rauji Govekar, UnMarried, Indian, age 31 Years, Service, r/o h.No. 321, Arpora, Bardez, Goa	

Sub-Registrar

SUB-REGISTRAR
BARDEZ



Book-1 Document
Registration Number BRZ-BK1-04193-2008
CD Number BRZD8 on
Date 07-08-2008

Sub-Registrar (Bardez)

Scanned By:- *(C-DAC)* SUB-REGISTRAR
BARDEZ

Signature:- *RS*

Designed and Developed by C-DAC, ACTS, Pune

