

(Rupees Fourteen Lakhs Twenty Nine Thousand and One Hundred Only)

CITIZEN CREDIT CO-OP BANK LTD

E-320, RUA DE OUREM

PANAJI, GOA 403 001

भारत 03021

NON JUDICIAL गीत

161295

FEB 28 2011



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

Rs. 1429100/- PB6818

सत्यमेव जयते
INDIA

STAMP DUTY

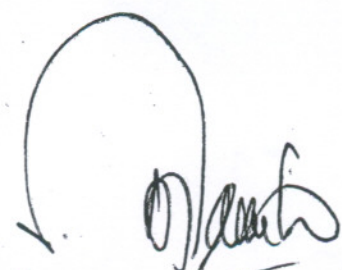
GOA

Name of Purchaser M/s. Saldanha Developers Pvt. Ltd.

For CITIZEN CREDIT™
CO-OP. BANK LTD.

Imanlin
Authorised Signatory

1187/11


Benedict Saldanha

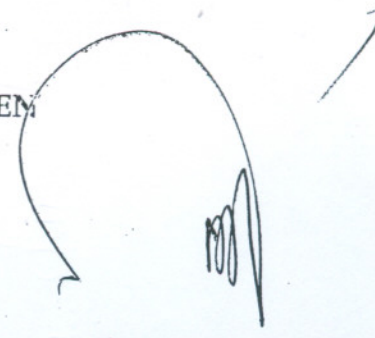


DEED OF SALE CUM MORTGAGE

This DEED OF SALE CUM MORTGAGE made this 28th day of the month of February of the Year Two Thousand and Eleven at Margao.

BETWEEN

Benedict Saldanha

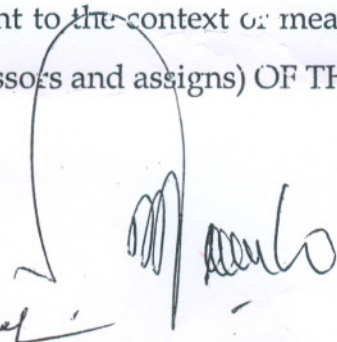


1. **BLASCO E. DO P. PEREIRA MENDONCA**, alias, **BLASCO PEREIRA MENDONCA**, son of Vicente Pereira e Mendonca, aged 69 years, landlord, holder of PAN Card No. ACGPB1677C and his wife

2. **CAETANINHA MENDONCA**, daughter of Sebastiao Souza, housewife, aged about 37 years, holder of PAN Card No. AAIPE8482E, both Indian Nationals, residing at Utorda, Majorda, Salcete, Goa hereinafter referred to as the **SELLERS/ MORTGAGEES** (which expression shall unless repugnant to the context or meaning thereof include their heirs, successors, administrators and assignees) **OF THE ONE PART**

AND

M/S SALDANHA DEVELOPERS PRIVATE LIMITED, a company incorporated under the companies act and having its registered office at 5/6 Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai - 400 016 India and its branch offices at 302, Mathias Plaza, 18th June Road Panjim, Goa, and DS-1,2, Pancharatna, Martires Dias Road, Margao, Goa, having Permanent Account No. AAACS7418P duly represented by its Managing Director Mr. Benedict Saldanha, aged 50 years, son of late Mr. Joseph M. Saldanha, married, Indian National, businessman, resident of A-3, La Marvel Colony, Dona Paula, Ilhas, Goa, holding Permanent Account No. AAEPS1457M, hereinafter referred to as the **PURCHASER/ MORTGAGOR** (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) **OF THE OTHER**


Benedict Saldanha

WHEREAS Fr. Antonio Bernardo Rosario Pereira was owner in possession of a landed property named **PONGUIR FONDO** or **PALMAR GRANDE** bounded as follows:-

ON THE EAST by the paddy field Olly or Dachy Soncony belonging to the Comunidade of Utorda and the property Ponguirfondo belonging to Cosme Damiao Dias

ON THE WEST by a drain

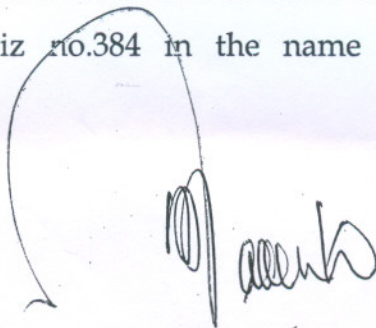
ON THE NORTH by the property Arvialem belonging to the heirs of Jose Antonio Ozorio

ON THE SOUTH by the property Ponguirfondo belonging to the said Cosme Damiao and Jose Mariano Pereira

AND WHEREAS by Gift Deed dated 8th July 1933 drawn by the Notary Francisco Xavier Teodosio Miranda in book number four hundred sixty one at fls. 154 to 156, Fr. Antonio Bernardo Rosario Pereira gifted to Maria Emilia Leopoldina das Dores Ida Pereira the landed property named **PONGUIR FONDO** or **PALMAR GRANDE**

AND WHEREAS the said property **PONGUIR FONDO** or **PALMAR GRANDE** is described under 16086 New at fls.99 overleaf of Book B number 41 of the new series and registered in the Land Registration Office in favour of Maria Emilia Leopoldina das Dores Ida Pereira and enrolled in the Taluka Revenue Office under matriz no.384 in the name of the said Maria Emilia Leopoldina

Attestation

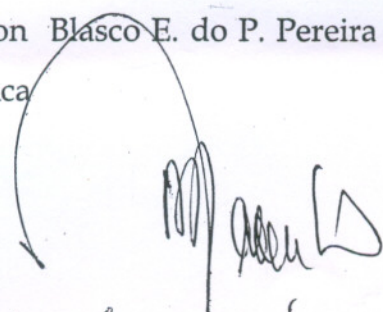
A handwritten signature in dark ink is written over a circular stamp. The signature appears to be 'M. Pereira' or similar. The stamp is faint and circular, with some illegible text inside.

AND WHEREAS Maria Emilia Leopoldina das Dores Ida Pereira was married to Vicente Pereira e Mendonca and the said Vicente died on 2nd September 1955 and upon his death Inventory Proceeding No. 258 of 1958 was instituted in the Court of the Civil Judge at Margao and in the said Inventory the said property was allotted to the widow and moiety holder Maria Emilia Leopoldina das Dores Ida Pereira

AND WHEREAS the said property PONGUIR FONDO or PALMAR GRANDE belonging to and in possession of Maria Emilia Leopoldina das Dores Ida Pereira is surveyed under survey nos. 104/1, 104/3, 105/1 and 107/2 and Blasco Pereira Mendonca, alias Blasco Pereira Mondonica alais Blasco, Pereira Mendosa figures in the occupant's column.

AND WHEREAS in the year 1987 a part of or an area of 185 square metres of the plot bearing survey no.107/2 and so also another part or an area of 40 square metres of the plot bearing survey no. 104/1 were acquired for the purpose of construction of road from Utorda near Railway Crossing to MDR in the village Utorda and compensation in respect of the said acquired land was paid to Maria Emilia Leopoldina das Dores Ida Pereira

AND WHEREAS upon the demise of Maria Emilia Leopoldina das Dores Ida Pereira, alias Maria Emilia Leopoldina das Dores Ida Pereira Mendonca or Leopoldina Pereira, Inventory Proceeding No. 15 of 1994/A was instituted and the said property was allotted to her son Blasco E. do P. Pereira Mendonca, alias, Blasco Pereira Mendonca

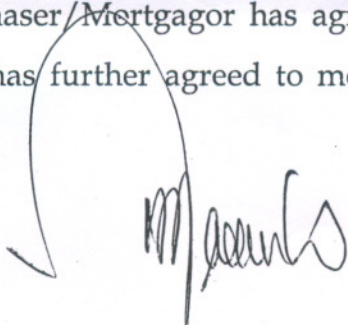

Blasco Pereira Mendonca

ANDS WHEREAS all taxes, fees and charges, and other obligations have been met and duly fulfilled by the sellers/mortgagees and/or their predecessor in title and the said property pays foro to the Comunidade of Utorda and an application has been made redeem the foro to the Comunidade.

AND WHEREAS the Seller no. 2 is represented by her attorney and husband Blasco E. do P. Pereira Mendonca, alias, Blasco Pereira Mendonca constituted by Power of Attorney dated 17th February 2011 executed before the Notary Public Prakash Borcar, a true copy whereof is annexed hereto

AND WHEREAS the Sellers/Mortgagees have agreed to sell to the Purchaser/Mortgagor the piece and parcel of land or the plots surveyed under survey nos. 104/1, 104/3 and 107/2 (excluding the area acquired for the purpose of construction of road from Utorda near Railway Crossing to MDR in the village Utorda, namely, 225 square metres and the area allotted to the mundkar Shri Santana Telesforo Antao, namely, 416 square metres) of the aforesaid property PONGUIR FONDO or PALMAR GRANDE at and for the total consideration of Rs.3,35,00,000/- (Rupees Three Crores Thirty Five lakhs only) free from encumbrances charges and liens and the said piece and parcel of land agreed to be sold is shown in the plan annexed hereto delineated in red,

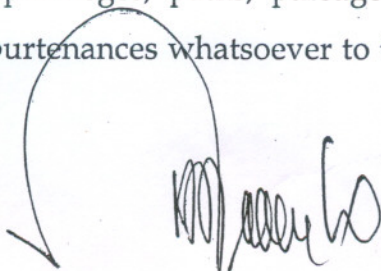
AND WHEREAS the Purchaser/Mortgagor has agreed to purchase the aforesaid piece and parcel of land at and for the aforesaid price free from all encumbrances, charges and liens and the Purchaser/Mortgagor has agreed to pay the price in instalments and has further agreed to mortgage the said piece and parcel of


B. K. Mendonca

land to the Sellers/Mortgagees to secure the payment of the remaining part of the price

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

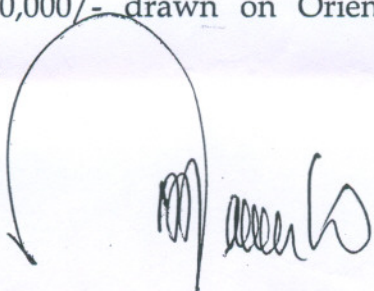
1. In pursuance of the agreement and in consideration of the sum of Rs.3,35,00,000/- (Rupees Three Crores Thirty Five lakhs only) out of which the Purchaser/Mortgagor has paid today to the Sellers/Mortgagees the sum of Rs.70.00,000/- (Rupees Seventy Lakhs only) by cheque no 466388 dated 28th February 2011 drawn on Corporation Bank, Panjim Branch (the receipt whereof the Sellers/Mortgagees do hereby acknowledge and admit) to the Sellers/Mortgagees, the balance amount being payable on the terms and conditions hereinafter appearing, they the Sellers/Mortgagees do hereby grant, sell, assign, convey and assure unto the Purchaser/Mortgagor all the piece and parcel of land or the plots surveyed under survey nos. 104/1, 104/3 and 107/2 (excluding the area acquired for the purpose of construction of road from Utorda near Railway Crossing to MDR in the village Utorda and the area allotted to the mundkar Shri Santana Telesforo Antao) of the aforesaid property PONGUIR FONDO or PALMAR GRANDE described under 16086 New at fls.99 overleaf of Book B number 41, New Series and registered in the Land Registration Office and enrolled in the Taluka Revenue Office under matriz no.384 and the said piece and parcel of land or plots sold are shown in the plan annexed hereto delineated in red and are more particularly described in the Schedule hereunder written, together with all and singular areas, plants, trees, lights, liberties, easements, profits, privileges, paths, passages, advantages, rights, members and appurtenances whatsoever to the said piece and parcel of land


Blindance -

belonging to or in any way appertaining to or with the same or any part heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof or to be appurtenant thereto and all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the Sellers/Mortgagees unto, out of or upon the said piece and parcel of land or ground or any part thereof TO HAVE AND TO HOLD the same piece and parcel of land or ground And all and singular and other premises hereby granted, sold, assigned, released, conveyed, assured and confirmed or intended so to be, with their and every of their rights, members and appurtenances unto and to the rents, taxes, assessments, rates duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government or any local authority or public body.

The balance amount of consideration namely, the sum of Rs. 2,65,00,000/- (Rupees Two crores sixty five lakhs only) shall be paid in instalments by the Purchaser/Mortgagor as follows:

- (a) By cheque no. 648468 dtd 28th April 2011 for the sum of Rs.15,00,000/- drawn on Oriental bank of Commerce, Panjim Branch
- (b) By cheque no. 648467 dtd. 1st September 2011 for the sum of Rs.60, 00,000/- drawn on Oriental bank of Commerce, Panjim Branch
- (c) By cheque no. 648471 dtd. 1st March 2012 for the sum of Rs.70,00,000/- drawn on Oriental bank of Commerce, Panjim Branch


B. K. ...

(d) By cheque no. 648470 dtd. 1st September 2012 for the sum of Rs.60,00,000/- drawn on Oriental bank of Commerce, Panjim Branch

(e) By cheque no. 648473 dtd. 1st March 2013 for the sum of Rs.60,00,000/- drawn on Oriental bank of Commerce, Panjim Branch

In the event there is default by the Purchaser/Mortgagor, the Purchaser /Mortgagor agree to pay interest calculate at ^{the rate of} twelve percent on the outstanding payment after allowing fifteen days grace period from date of payment.

2. The Sellers/Mortgagors do and each of them doth hereby for himself or herself, his or her heirs, executors and administrators covenant with the Purchaser/Mortgagor as follows:

(a) That notwithstanding any act, deed, matter or thing whatsoever by the Sellers/Mortgagees or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, due, committed, omitted or knowingly or willingly suffered to the contrary, they the Sellers/Mortgagees now have on themselves good right and full power and absolute authority to grant, convey, transfer and assure the said premises hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the Purchaser/Mortgagor

(b) That it shall lawful for the Purchaser/mortgagor from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and enjoy the said premises hereby granted, conveyed, transferred and assured with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit,

B. K. K. K.

m. K. K. K.

lawful eviction, interruption, claim and demand whatsoever from the Sellers/Mortgagees or their successors or assigns or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them or any of them

(c) That free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Sellers/Mortgagees, subject to the mortgage hereunder, well and sufficiently saved defended, and kept harmless and indemnified of, from and against all former and other estates titles charges and encumbrances whatsoever either already or hereafter made, executed or occasioned or suffered by the Sellers/Mortgagees or by any person or persons lawfully or equitably claiming or claim by from under in trust for them or any of them

(d) They the Sellers/Mortgagees and all persons having or lawfully or equitably claiming any estate right, title or interest at law or in equity in the said premises hereby granted, conveyed, transferred and assured or any part thereof by, from, under or in trust for them, the Sellers/Mortgagees or their heirs or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/Mortgagor do and execute and cause to be done and executed all such further or other lawful and reasonable acts, deeds, matters, things and conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting unto and to the use of the Purchaser/Mortgagor in the manner aforesaid,, and shall or may be reasonably required by the Purchaser/Mortgagor for assuring the said premises and every part thereof hereby granted, conveyed,

Blindney

[Signature]

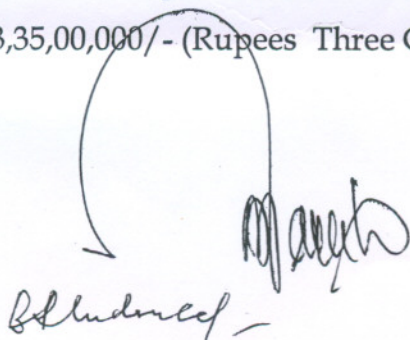
transferred and assured unto and to the use of the Purchaser/
Mortgagor in the manner aforesaid.

(e) The name of **Blasco Pereira Mendonca** figures correctly as occupant in Form I and XIV of the Land Records in respect of plot bearing survey no. 104/1. The name "Blasco Pereira Mondonica" figures incorrectly as occupant in Form I and XIV of the Land Records in respect of plot bearing survey no. 104/3 instead of the name **Blasco Pereira Mendonca** The name of "Blasco Pereira Mendosa" figures incorrectly as occupant in Form I and XIV of the Land Records in respect of plot bearing survey no. 107/2 3 instead of the name **Blasco Pereira Mendonca**.

NOW THIS DEED FURTHER WITNESSETH AS FOLLOWS:

3. In pursuance of the said agreement and in consideration of the sum of Rs. 2,65,00,000/- (Rupees Two crores sixty five lakhs only), due by the Purchaser/Mortgagor to the Sellers/Mortgagees, the Purchaser/Mortgagor as security for the sum of Rs. 2,65,00,000/- (Rupees Two crores sixty five lakhs only) and as beneficial owner hereby transfers unto the Sellers/Mortgagees by way of simple Mortgage the afore piece and parcel of land or the plots surveyed under survey nos. 104/1, 104/3 and 107/2 (excluding the area acquired for the purpose of construction of road from Utorda near Railway Crossing to MDR in the village Utorda and the area allotted to the mundkar Shri Santana Telesforo Antao) of the aforesaid property PONGUIR FONDO or PALMAR GRANDE.

4. The present market value of the property sold is Rs. 3,35,00,000/- (Rupees Three Crores Thirty Five Lakhs only)

A handwritten signature, possibly 'M. Mendonca', is written over a circular stamp. Below the signature, the word 'Blindfold' is written in a cursive script.

5. The stamp duty and the registration fees with respect to this instrument is paid by the Purchaser/Mortgagor and the stamp duty and registration fee for the release deed to be executed in future shall be borne by the Purchaser/Mortgagor

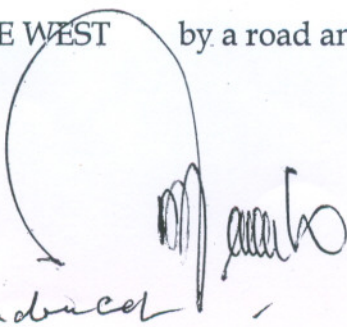
SCHEDULE -I

All the piece and parcel of land or the plots surveyed under survey nos. 104/1, 104/3 and 107/2 (excluding the area acquired for the purpose of construction of road from Utorda near Railway Crossing to MDR in the village Utorda and the area allotted to the mundkar Shri Santana Telesforo Antao) of the aforesaid property PONGUIR FONDO or PALMAR GRANDE, situated at Utorda, within the area of the Utorda Village Panchayat, Taluka of Salcete, Sub District of South Goa, State of Goa, described under 16086 New at fls.99 overleaf of Book B number 41, New Series and enrolled in the Taluka Revenue Office under matríz no.384 and the said piece and parcel of land or plots sold are shown in the plan annexed hereto delineated in red.

The piece and parcel of land hereby sold has an area of 6383 square metres and is bounded

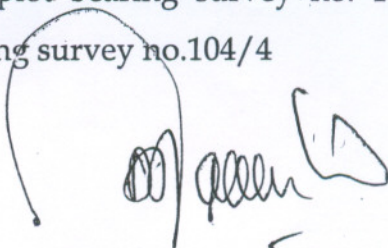
ON THE EAST by the paddy field Olly or Dachy Soncony belonging to the Comunidade of Utorda and the property Ponguirfondo belonging to Cosme Damiao Dias now plot bearing survey no.108/ 3, by a drain and plot survey no. 104/2 and plot bearing survey no. 104/4, plot bearing survey no. 104 /2

ON THE WEST by a road and the arca sold to the mundkar

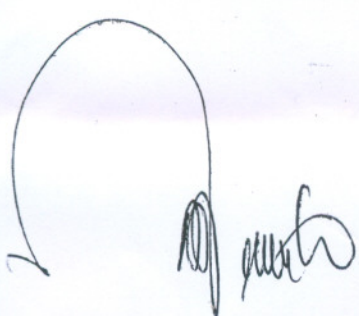

B. L. D. S. C.

ON THE NORTH by the property Arvialem belonging to the
heirs of Jose Antonio Ozorio at present by the
road and the plot bearing survey no. 107/1

ON THE SOUTH by the property Ponguirfondo belonging to the
said Cosme Damiao and Jose Mariano Pereira
at present by plot bearing survey no. 104/2
and plot bearing survey no. 104/4

A handwritten signature in black ink, appearing to be "M. Pereira", with a large, loopy flourish above it.

Blumenberg

A handwritten signature in black ink, appearing to be "M. Pereira", with a large, loopy flourish above it.

Blumenberg

IN WITNESS WHEREOF the Sellers/Mortgagees and the Purchaser/Mortgagor have signed these presents the day and the year first above mentioned in the presence of witnesses

SIGNED AND DELIVERED BY THE WITHIN NAMED SELLERS/MORTGAGEES

1. BLASCO E. DO P. PEREIRA MENDONCA, alias, BLASCO PEREIRA MENDONCA for self and for Mrs. CAETANINHA MENDONCA _____



Blasco

Blasco Mendonca



Finger Print of left hand



Finger Print of right hand

Blasco Mendonca

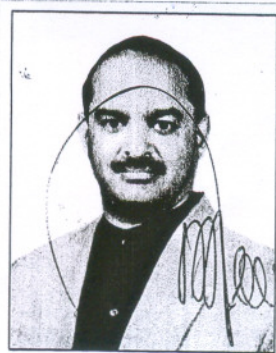
Blasco Mendonca

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED

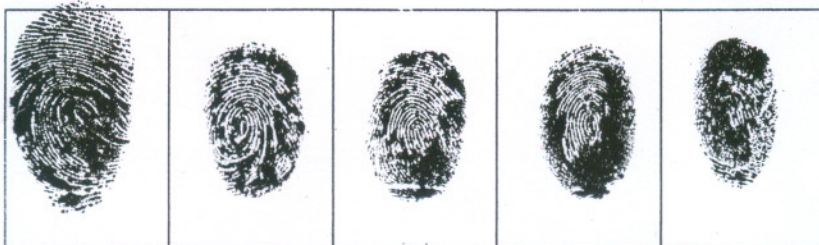
PURCHASER/MORTGAGOR

M/S SALDANHA DEVELOPERS PRIVATE LIMITED, represented

by its Managing Director Mr. Benedict Saldanha



Finger Print of left hand



Finger Print of right hand

In the presence of: -

1) Noel D'Souza

2) George Fernandes

Benedict

GOVERNMENT OF GOA
DIRECTORATE OF SETTLEMENT &
LAND RECORDS

PLAN

SHOWING THE PLOTS SITUATED
AT *UTORDA* VILLAGE
OF *SALCETE* TALUKA

S. NO. 1 SUB DIV. NO. 104/1.1-A, 3 + 107/2.

SCALE - 1:1000

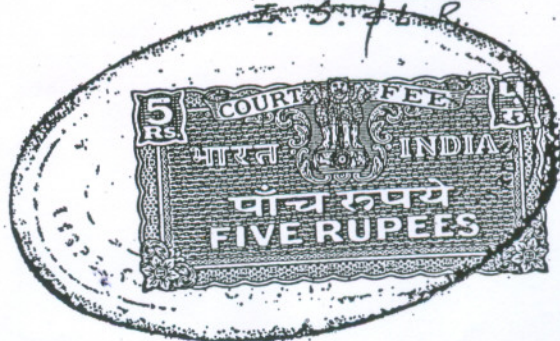
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SURVEY No. 107

SURVEY No. 104

* 1-A

S. No. 108



CHECKED BY
D'man-1
06/11/07

TRACED FROM P.T. SHEET NOS. 7, 8 & 9
OF *UTORDA* VILLAGE ON 06/11/2007
BY *P. K. GAONKAR*
D'MAN-II

Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time: 28-02-2011 04:29:00 PM

Document Serial Number : 1187

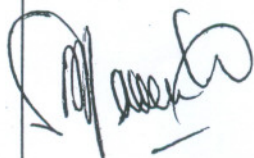
Presented at 02:35:00 PM on 28-02-2011 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	1200000.00
2	Processing Fees	250.00
	Total :	1200250.00

Stamp Duty Required: 983000.00

Stamp Duty Paid: 1429100.00

Benedict Saldanha presenter

Name	Photo	Thumb Impression	Signature
Benedict Saldanha ,S/o. Late Joseph M. Saldanha , Married, Indian, age 50 Years Business, r/o A-3, La Marvel Colony, Dona Paula, Ilhas, Goa As a Managing Director of M/s. Saldanha Developers Private Limited, havings its registered office at 5/6 Pawan Palace, Sitladevi Temple Road, Wahim, Mumbai - 400 016 and its branch offices at 302, Mathias Place, 18th June road, Panjim, Goa and DS - 1,2, Pancharatna, Martires Dias road, Margao, Goa			

Endorsements

Executant

M. Blasco E. Do P. Pereira Mendoca alias Blasco Pereira Mendonca , S/o. Vicente Pereira e Mendonca ,
Married, Indian, age 69 Years, Land Lord, r/o Utorda, Majorda, Salcete, Goa Forself as Seller/Mortgage No. 1 and
as Constituted Attorney of Seller/Mortgage No. 2, by POA dated 17/02/2011 executed before the Notary
Prakash V. Borker under Reg NO. 348/2011.

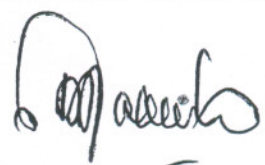
Photo	Thumb Impression	Signature



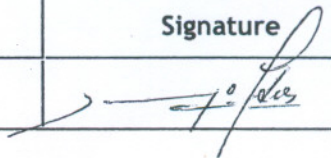
Butler, Andrew



Benedict Saldanha , S/o. Late Joseph M. Saldanha , Married, Indian, age 50 Years, Business, r/o A-3, La Marvel Colony, Dona Paula, Ilhas, Goa As a Managing Director of M/s. Saldanha Developers Private Limited, having its registered office at 5/6 Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai - 400 016 and its branch offices at Mathias Plaza, 18th June road, Panjim, Goa and DS - 1,2, Pancharatna, Martires Dias road, Margao, Goa

Photo	Thumb Impression	Signature
		

Verification

Witness Details	Signature
George Fernandes , S/o. Santan Fernandes , Married, Indian, age 42 Years, Service, r/o Candolim, Bãrdez, Goa	

Sub-Registrar

- REGISTRAR
MARGAO

Book-1 Document
Registration Number MGO-BK1-01189-2011
CD Number MGOD50 on
Date 28-02-2011

Sub-Registrar (Salcete/Margao)

By:-

Shenol

SALCETE

9

Developed by C-DAC, ACTS, Pune