

(Rupees Eight Lacks Thirty Six Thousand Only)  
CITIZEN CREDIT CO-OP BANK LTD 1  
E-320, RUA DE OUREM  
PANAJI, GOA 403 001

SHR 12106 NON JUDICIAL  
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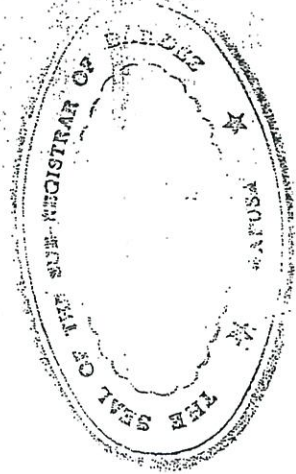
INDIA STAMP DUTY GOA

For CITIZENCREDIT™  
CO-OP BANK LTD.

Name of Purchaser Laxa Group

*Laxa Group*  
Authorized Signatory




23/7/2013




DEED OF SALE

...2/-

*[Signature]*

THIS DEED OF SALE is made on this 15<sup>th</sup> day of   
July in the year 2013 at Mapusa, Sub - District of   
Bardez Taluka, District of North, Goa. 

Between

(1) Mrs. **Especiosa Sebastina Pinto e D'Sa** alias **Especiosa D Sa**, widow of late Mr. Louis Thomas D'Sa, aged 82 years, Indian National, house wife, holder of PAN card no.ALFPD4235L, resident of 40/3, Mary House, Goregaon (East), Mumbai-400 063 (2) **Mr. Joaquim Maria Miguel D'Sa**, alias known as Jack Michael D'sa, son of Late Louis Thomas D' Sa, aged 60 years, Indian National, service, married, holder of PAN card no.AMTPD0292N and his wife (3) **Mrs. Philomena Cardoz e D'Sa**, daughter of Late Mr. Ignatius Cardoz, aged 57 years, Indian National, Housewife, married, holder of PAN card no.AMOPD1568Q, both, resident of 603-A, Wallia Apartments', Naik waddi, Goregaon (E), Mumbai-400 063 (4) **Mr. Francisco Keith D'Souza** alias **Franco D'Souza** (Husband of the vendor no.12 who is P.O.A holder herein), son of Late 

Mr. Malaquis D'Souza alias Louis D Souza, aged 55 years, Indian National, service, married, holder of PAN card no.AJVPD9646D, resident of 611-C Radium Apts. Aarey Rd. Goregaon (east), Mumbai-400 0063; (5) Mrs. Jennifer Tereza Mabel D'Sa e Stevens, daughter of late Mr. Louis Thomas D'sa married, aged 53 years, Indian National, housewife, married, holder of PAN card no.BRAPSO934B and her husband (6) Mr. Wilfred Olaf F. Stevens, alias Wilfed Olaf Fernandes Stevens son of Late Mr.Mathew Stevens, aged 59 years, Indian National, service, married, holder of passport no.A4176196, resident of 301-C link Palace, Gokale Road, Goregaon (East), Mumbai-400 063 (7) Mr. Jerome Manuel Agnelo D Sa, alias Jerry Louis D'sa, son of late Mr. Louis Thomas D'sa, aged 51 years, Indian National, service, married, holder of PAN card no.AMAPD3800H and his wife (8) Mrs. Guilhermina Fernandes e D'sa, daughter of Late Mr.Andrew Fernandes, aged 47 years, Indian National, housewife married, holder of PAN



card no.AALPF5493R, both, resident of Chandrakant Society flat No.14, Aarey Road, Goregaon (east), Mumbai -400 063 (9) Mr. Joseph Milton D'Sa, bachelor, son of late Mr. Louis Thomas D'sa, aged 49 years, Indian National, service, holder of PAN card no.ANMPPD5204E, resident of 40/3, Mary house, Goregaon (East), Mumbai-400 063 (10) Mr. Elvis Alias Elvis Joaquim D'Sa, son of late Mr. Louis Thomas D' Sa, aged 44 years, Indian National, service, married, holder of PAN card no.AMUPD2009A and his wife (11) Mrs. Monica Luiza Countinho e D'Sa, daughter of Late Mr.Paul Rosario Countinho, aged 36 years, Indian National, Housewife, married, holder of PAN card no.AMUPD2010M, both, resident of Chandrakant society flat no.15, Aarey Road, Goregaon (East), Mumbai -400 063 and vide power of attorney dated 20/07/2011 executed before notary public Mr. D.R. Kudrigi having office at Thane, Maharashtra (12).Mrs. Maria Julieta Filomena D'Sa e D'Souza, alias Juliet D'Souza, aged 57 years, daughter of Late





Mr.Louis Thomas D'Sa, wife of Mr. Francisco Keith D'Souza, aged 56 years, Indian National, housewife, married, holder of PAN card no.AJVPD6238R, resident of 611-C Radium Apartments, Araey Road, Goregaon (E), Mumbai 400063, for self and as the power of attorney holder of the vendors no.1 to 11 duly appointed by virtue of the power of attorney dated 20/07/2011 executed before notary public Mr. D.R. Kudrigi having office at Thane, Maharashtra, Goa hereinafter referred to as the "VENDORS " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs successors in title, executors and administrators) of the **FIRST PART.**

AND

**M/S. LARA GROUP**, a registered Partnership Firm, duly registered before the sub registrar of Ilhas at Panaji, Goa under reg no.80/12, having its registered address at Hotel Samrat, Dr. Dada Vaidya Road, Panaji, Goa 403001, holder of PAN card no. AAEFL4302N, duly represented in

...6/-

this act through its Partners, (a) Mr. Victor Fernandes, aged 62 years, son of Mr. Anthony Fernandes, married, business, holder of PAN card no.AAAPF0436D, Indian national, resident of God gift H.No.127/5C, Marna, Siolim, Bardez, Goa (b)Mr. Ashish Gadkari, aged 44 years, son of Mr. Ashok Ramchandra Gadkari, married, business, holder of PAN card no.AFKPG4111M, Indian national resident of Flat No.202, Sukhakarta Apartments, behind Holy Family School, Porvorim, Goa. 403521, hereinafter referred to as the "PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in title, executors and administrators) of the **SECOND PART**.

All the parties to this deed are Indian Nationals.

**WHEREAS** the party at serial no.1 to 11 of the first party have executed a general power of attorney dated 20/7/2011 duly executed before Notary Public Advocate D.R Kudrighi having office



*[Handwritten signature]*



at Thane, Maharashtra in favour of party no.12 of the first party, with powers to sub delegate the powers therein and the said party no.12 of the first party in pursuance of the said powers of sub delegation has delegated the powers under said power of attorney dated 20/7/2011 vide Power of attorney dated 13/8/2011 duly executed before Notary Public Advocate Pronoy Kamat, having office at Panaji under registration no.2248, in favour of and constituting Mr. Victor Fernandes (party at serial no.1 of the second party), aged 62 years, son of Mr. Anthony Fernandes, married, business, resident of God's Gift House no.127/5C, Marna, Siolim, Bardez, Goa; as their duly constituted attorney vide power of attorney dated 13/8/2011.

**AND WHEREAS** the said party at serial no.12 of the first part will sign the present Deed of Sale on behalf of the parties at serial no. 1 to 11 by virtue of the above mentioned power of attorney dated 20/07/2011.

...8/-





**AND WHEREAS** the said party at serial no.12 of the first party has also executed a general power of attorney in favour of the said Mr. Victor Fernandes (party at serial no.1 of the second party) vide power of attorney also dated 13/8/2011.

**AND WHEREAS** the first parties represent that the said power of attorneys dated 20/7/2011 and the other two power of attorneys both dated 13/8/2011 have been executed out of their own free will and without any coercion from the first party and they admit and acknowledge the execution of the same and confirm that the same are valid and subsisting and have not been revoked.

**AND WHEREAS** the vendors are the owners in possession of the property bearing Survey Nos. 109/4 (One zero Nine Bar Four) admeasuring 4175 (Four Thousand One Hundred And Seventy Five) Sq. Mtrs., situated at Verla, Bardez, Goa, India, which is more particularly described in the schedule I to this deed, written hereunder,

...9/-



delineated in red in the plan annexed hereto and hereinafter referred to as the 'Said Property'.

**AND WHEREAS** the said property bearing survey no. 109/4 is known as Tolem Bhat and the same is also seen in the Form I & XIV of the said property and the said property is also known as "Toleachem Bata" or "Gorbata" or, "Talem Bhat" or, "Tolembata", which admeasures 4,175 sq.mts. and has a residential house and well and the remaining area is a coconut grove. On perusal of the survey plan, it is seen that there is a residential house in the property and a well and the property is bounded on the east by property bearing survey no. 109/5, 7, 16 & 17, on the west by property bearing survey no. 109/3, on the north by public road and on the south by property bearing survey no. 108/6 & 108/9. The said property bearing survey no. 109/4 is morefully described in schedule I herein under.

**AND WHEREAS** on perusal of the old cadastral Portuguese survey plan, it is seen that survey no. 109/4 corresponds to Portuguese Old Cadastral Survey (OCS) no. 1132 of village Verla and this is certified by the Inspector of Survey & Land

...10/-



Records, Panaji vide his certificate dated 23/5/2013. The property is bounded on the east by old cadastral survey nos. 1144, 1131, 1129 and 1147, on the west by old cadastral survey nos. 1133, on the north by public road under old cadastral survey no. 1091 and on the south by old cadastral survey no. 1210 and 1193 which are paddy fields. The Registo De Agrimensor (Portuguese Surveyor's register) of old survey no. 1132 shows in column no. 3 that the property was known as, Tolebata and the same was a mixed property and in column no. 13 this property admeasures 4,296 sq.mts. and in column no. 11 shows that there is a residential house (Casa de alvenaria), well, courtyard (quintal), mud house (casa de taipa), and the remaining area is a coconut grove. The aforesaid boundaries in terms of the old cadastral survey nos. are as per the Registo Do Agrimensor with respect to Old Cadastral Survey (OCS) no.1132 of village Verla, Bardez, Goa.

**AND WHEREAS** the said property surveyed under no. 109/4 is described under description no.

...11/-





28701 of Book B-74 at page 12 reverse in the Land Registration Office of Bardez, as follows:

**Description no. 28701:** Property known as, "Toleachem Bata" or "Gorbata" at village Verla having a residential house and bounded as under:-  
 East: By property of Andre Paulo de Souza Xapai and others, West: By property of heirs of Simao Rosario Lobo & others, North: By property of Comunidade of Verla, South: By field Pinto of individuals.

**AND WHEREAS** the said property which is presently surveyed under no. 109/4 is described in the Land registration office of Bardez under description no. 28701, at page 12 reverse of Book B-74 and is inscribed in the name of Nicolau Francisco De Sa of Verla and/or his wife Maria Victoria Pereira, under no. 21604 of Book G-28 at page 59, no. 21605 of Book G-28, at page 59 and under no. 23157 of Book G-29, at page 169, of the Land Registration Office of Bardez.

**AND WHEREAS** the said property bearing survey no. 109/4 corresponds to old cadastral survey no. 1132 of Verla and is owned by Maria Victoria Pereira and her husband Nicolau

...12/-



Francisco De Sa of Verla whose names are stated in the ownership column no. 6 of the Registo De Agrimensor (Portuguese Surveyor's register) and field book extract of old survey no. 1132 of Verla. Certificate of Correspondence dated 23/5/2013 issued by the Inspector of Survey & Land Records, Panaji certifies that survey no. 109/4 corresponds to old cadastral survey no. 1132 (part).

**AND WHEREAS** the said Nicolau Francisco de Sa was bequeathed the property under description no.28701 by Rosa Michaela de Souza, wife of his grand uncle Luis Caetano de Souza of Verla by public will dated 23/1/1907 recorded at page 65 of the Book no. 248 of the notes of the notary of this division Nazario Vicente de Paulo Ribeiro.

**AND WHEREAS** the said Nicolau Francisco de Sa was later married to Maria Victoria Pereira who is the grand niece of Louis Caetano de Souza married to Rosa Micaela de Souza. Therefore, Rosa Micaela de Souza is the grand aunt of Maria Victoria Pereira.

...13/-



**AND WHEREAS** by Deed of irrevocable gift inter vivos dated 31/10/1910 recorded at page 70 reverse of Book no. 120 of the notary Jeao Cupertino da Caridade Frias, the said Luis Caitano de Souza, widower of Maria Victoria Pereira, with reservation of life usufruct gifted all his properties, rights and actions in favour of his then minor grand niece, that is his brother Joaquim de Souza's granddaughter, minor Maria Victoria Pereira, daughter of Napoleao Pereira and Gloria Maria Pia de Souza.

**AND WHEREAS** the said Rosa Micaela de Souza, wife of Luis Caetano de Souza of Verla had neither ascendants living nor descendants and she bequeathed all her properties, rights and actions in favour of her sole and universal heir Nicolau Francisco de Sa resident of Parra by the aforesaid Public will dated 23/1/1907 recorded at page 65 of the Book no. 248 of the notes of the notary of Bardez division Nazario Vicente de Paulo Ribeiro.

**AND WHEREAS** by virtue of the said Public Will dated 23/1/1907 the above property was inscribed on 19/3/1928 in the name of Nicolau

...14/-





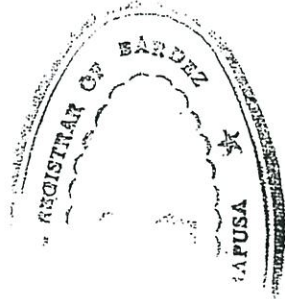
Francisco de Sa under inscription no. 21604 of Book G-28 at page 59 in the land registration office of Bardez.

**AND WHEREAS** the said Rosa Micaela de Souza died on 24/6/1910 at Parra leaving behind her widower Luis Caetano de Souza and without issues. This is stated in the declaration on oath of Nicolau Francisco de Sa in the Inventory proceedings amongst majors of deceased Luis Caitano de Souza and his wife Rosa Micaela de Souza by order of homologation dated 16/2/1929 (which is stated in the inscription no. 23157 of Book G-29 of Bardez).

**AND WHEREAS** by virtue of the Gift deed dated 30/10/1910, the above mentioned property described under no. 28701 of Book B-74 of Bardez at page 12 reverse is inscribed on 19/3/1928 in the name of Maria Victoria Pereira, wife of Nicolau Francisco de Sa under inscription no. 21605 of Book G-28 at page 59.

**AND WHEREAS** the said Luis Caetano de Souza expired on 21/2/1911 without issues which is

...15/-



stated in declaration on oath by Administrator Nicolau Francisco de Sa in the inventory proceedings instituted on the death of Luis Caitano de Souza and his wife Rosa Micaela de Souza finalized by order of homologation dated 16/2/1929.

**AND WHEREAS** the said Nicolau Francisco de Sa married Maria Victoria Pereira at the Church of Parra on 26/6/1911 which is stated in the certificate no. 380343 issued by the Conservatoria of Bardez.

**AND WHEREAS** inventory proceedings amongst majors were initiated by Nicolau Francisco de Sa of the deceased Luis Caitano de Souza and his wife Rosa Micaela de Souza and by order of homologation dated 16/2/1929 (which is stated in the inscription no. 23157 of Book G-29 of Bardez), the properties belonging to the estate of late Luis Caetano de Souza and his wife late Rosa Micaela de Souza were listed at Item no. 1 to 12 as per the Mapa de Adjudicacao (Chart of Allotment) at page

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47 of the Inventory proceedings of 1929 and allotted equally to Nicolau Francisco de Sa and his wife Maria Victoria Pereira. In the said inventory proceedings, the said property was listed under Item no. 1 described as, "Tolleachem bata" or "Ghorbat" and bounded on the north by land of the Comunidade of Verla, on the west by Simao Rosario Lobo and others, on the south by paddy field Pinto of individuals and on the east by land belonging to Andre de Souza Xapai and others.

**AND WHEREAS** the property under Item no. 1 in the aforesaid inventory of the year 1929, under description no. 28701 of Book B-74 of Bardez at page 12 reverse in the Land Registration Office of Bardez along with other properties and inscribed under the name of Nicolau Francisco De Sa of Verla married to Maria Victoria Pereira under no. 21604 of Book G-28 to the extent of half because of the Public Will of 23/1/1907 by Rosa Micaela de Souza and under no. 21605 of Book G-28 in favour of Maria Victoria Pereira, wife of Nicolau Francisco de Sa to the extent of the remaining half of the property because of the Deed of Irrevocable Gift Intervivos by Luis Caetano de Souza and



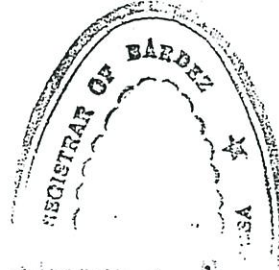


again inscribed in their names that is Nicolau Francisco de Sa and his wife Maria Victoria Pereira under Inscription no. 23157 of Book G-29 at page 169 on 22/8/1930 for transmission of right to property bearing description number 28701 of Book B-74 of Bardez.

**AND WHEREAS** the Portuguese cadastral survey of Verla was conducted and the property bearing description no. 28701 of Book B-74 of Bardez is shown as bearing cadastral survey no. 1132, owned by Maria Victoria Pereira and her husband Nicolau Francisco De Sa of Verla whose names are stated in the ownership column no. 6 of the Registo De Agrimensor (Surveyor's register) and field book extract of old survey no. 1132 of Verla.

**AND WHEREAS** Nicolau Francisco De Sa expired on 24/9/1971 (as can be seen in the burial certificate issued by church of St. Ignatius, Mumbai) and his wife Maria Victoria Pereira predeceased him on 3/1/1969 (as can be seen in the death certificate issued by church of St. Anne, Parra, Bardez, Goa) leaving behind one son and 6

...18/-



daughters namely Louis Thomas D'Sa married to Especiosa Sebastiana Pinto, Rosy Lobo, widow, Rita married to Anthony Terreira, Formina Sequeira married to Peter Paul Sequeira, Flory D'Mello married to Michael D'Mello, Felecia Pinto, married to Ignatius Pinto and Joania D'Souza married to Peter Domnic D'Souza whose names are stated in the below mentioned sale deed of 23/10/1985 registered under no. 964 of Book I vol no. 240 at pages 313 to 321 dated 7/10/1987 before the Sub Registrar of Bardez.

**AND WHEREAS** Rosy Lobo, widow, her children Peter married to Eva Lobo, Philomena married to Domnic Gonsalves, Rita Terriera, widow of late Anthony Terreira, her children Manuel Terreira married to Monalda Terreira, Leslie Terreira, Margaret Terreira, widow of G. Martins, grand children Ligorio Martins married and Aghata Martins, married, Formina Sequeira, her husband Peter Paul Sequeira, Flory D'Mello her husband Michael D'Mello, Felecia Pinto, her husband Ignatius Pinto and Joania D'Souza and her husband Peter Domnic D'Souza through their power of attorney Miss Maria Caetana Pinto sold

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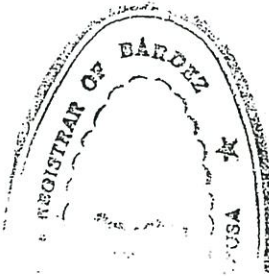




their 6/7 share in the properties bearing survey no. 109/4 along with other properties of village Verla to Louis Thomas D'Sa and his wife Especiosa Sebastiana Pinto by Deed of sale dated 23/10/1985 registered under no. 964 of Book I vol no. 240 at pages 313 to 321 dated 7/10/1987 before the Sub Registrar of Bardez.

**AND WHEREAS** Louis Thomas D'Sa died on 21/1/1999 as stated in his death certificate issued by Municipal Corporation of Greater Bombay and is survived by his widow and moiety holder Especiosa De Sa and his 4 sons and 2 daughters, their spouses, collectively referred to as the vendors herein as stated in the Inventory proceedings no. 232/2001 passed by the Civil Judge Senior Division of Bardez at Mapusa by Final Order dated 31/1/2001.

**AND WHEREAS** inventory proceedings no. 232/2001 were instituted on the death of Louis Thomas D'Sa by his widow Especiosa De Sa before the Court of the Civil Judge Senior Division of Mapusa and final order passed on 31/1/2002. In



the said Inventory proceedings, the said property bearing survey no. 109/4 was listed at Item no. 4 and was allotted to the widow and all the children of Louis Thomas De Sa, as per their entitlement. In the said inventory proceedings, the property under survey no. 109/4 at Item no. 4, admeasuring 4,175 sq.mts. was described as "Tolem Bhat" with residential house as stated in the Form I & XIV and Survey plan and having following boundaries: East:by property of Joao Pinto; West: by property of Sofia Lobo; North: by public road and South: by property of Minguel S. D'Souza.

**AND WHEREAS** it is submitted that only the names of the widow and children of Louis Thomas De Sa presently appears in the occupants column of the Form I & XIV of survey no. 109/4 and no other name are recorded anywhere in the Form I & XIV.

**AND WHEREAS** the moiety holder (widow) and legal heirs of Louis Thomas De Sa executed a power of attorney dated 20/7/2011, executed before the notary public D.R. Kudrigi having his office at Thane, Maharashtra in favour of Maria



Julieta Filomena D'Sa e D'Souza with respect to survey no. 109/4 and other properties.

AND WHEREAS Nil Encumbrance certificate bearing no.1243 dated 19/6/2013 is issued by the office of the sub registrar of Bardez at Mapusa, to state that the said property is free from all types of encumbrances.

AND WHEREAS advertisements in the newspaper 28/8/2011 came to be published in the daily newspapers, namely, "Sunday Times", and "Navhind Times", on behalf of the purchasers herein, through counsel with respect to the sale of the said property bearing survey no.109/4 of village Verla, Bardez, Goa and the said advertisement was kept for objections for a period of 15 days and no objections had been received with respect to the same till today.

AND WHEREAS the moiety holder and legal heirs of Louis Thomas De Sa, the vendors herein, executed a power of attorney dated 20/7/2011 in favour of Maria Julieta Filomena D'Sa e D'Souza, with the powers to further delegate the powers

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under the said power of attorney in favour of Victor Fernandes with respect to survey no. 109/4 and other properties and the said Maria Julieta Filomena D'Sa e D'Souza executed another power of attorney dated 13/8/2011 in favour of Victor Fernandes delegating the powers entrusted to her by the moiety holder and legal heirs of Louis Thomas De Sa (vendors herein).

**AND WHEREAS** Maria Julieta Filomena D'Sa e D'Souza has executed another power of attorney dated 13/8/2011 bearing registration no. 2247 executed before the notary Pronoy Kamat having his office at Panaji, in favour of Victor Fernandes with respect to property bearing survey no. 109/4 of village Verla and another property.

**AND WHEREAS** out of the said total area of the said property described in schedule I admeasuring 4175 (Four Thousand One Hundred And Seventy Five) Sq. Mtrs., an area of 215 (Two Hundred And Fifteen) sq. mts. has been utilized for the purpose of construction of a panchayat road through the said property described in schedule I. The parties





specifically agree that the said access forms part of the property described in schedule I and the purchasers shall be entitled to use the said access freely and without any obstruction.

AND WHEREAS, the First Party has agreed to sell the said property described in schedule I to the second party and the parties agree that the second party shall be entitled to develop the said property described in schedule I into plots and/or construct thereon building/s, row houses, villas and/or any other structure/s of whatsoever nature and by whatsoever name called (which includes building/s, row houses, villas, and/or any other structure/s of whatsoever nature and by whatsoever name called shall hereinafter be referred to as the "said structures", in the discretion of the second party, in the said property described in schedule I of this deed and the first party has agreed to the same and it is expressly agreed by the first party that their entitlement with respect to the sale of the property described in the schedule I to this deed is the total consideration of Rs.2,08,75,000/- (Rupees

...24/-

Two Crore Eight Lakhs Seventy Five Thousand Only) payable as stated in this deed and the first party is not entitled to anything else over and above the said consideration for sale of the property described in the schedule I to this deed and the schedule of payment shall be as stated in schedule II to this deed.

**AND WHEREAS** the present deed is being entered into as the first party is desirous of selling the property described in schedule I to the second party.

**AND WHEREAS** the vendors have agreed to sell and the purchaser has agreed to purchase the said property better described in the Schedule I for the total consideration of Rs.2,08,75,000/-(Rupees Two Crore Eight Lakhs Seventy Five Thousand Only):

**NOW THIS DEED WITNESSETH AS UNDER:**

1. That in pursuance of the total consideration of Rs.2,08,75,000/-(Rupees Two Crore Eight Lakhs Seventy Five Thousand Only) and out of the total consideration, the purchasers have paid in the



...25/-





hands of the vendors the sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) by the second party, out of which an amount of Rs.5,00,000/- (Rupees Five Lakhs Only) was paid vide cheque bearing no.00639 dated 23/11/2012 drawn on State Bank Of Travancore, Panaji and further an amount of Rs.5,00,000/-(Rupees Five Lakhs Only) was paid in cash to the first party on 17/12/2012 by the second party. The vendors expressly acknowledge the receipt of the said amount of Rs.10 (Ten) Lakhs and grant discharge thereof. The parties agree that by October, 2013 (October Two Thousand And Thirteen), the vendors shall be paid by the purchasers, an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) and the balance consideration, amounting to Rs.1,83,75,000/- (Rupees One Crore Eighty Three Lakhs Seventy Five Thousand Only) shall be paid as per the said schedule II which specifies the schedule of payments to be made by the second party to the first party and the parties expressly agree to the same and the vendors do hereby grant, convey, assure and hereby transfer presently by way of sale to the purchasers herein, **TO HAVE AND TO HOLD** the said property

...26/-





described in schedule I, delineated in red colour in the plan annexed hereto, unto the Purchaser all their right, title and interest in the property more fully described in schedule I hereto with its appurtenances as well as all the estate, interest, use, property, possession, benefits, claim and demand whatsoever of the vendor upon the land described in Schedule I, to the use and benefit of the Purchaser forever for all lawful purposes and the purchasers undertake to pay all the taxes, rents, assessment, rates and duties now and hence chargeable upon the same or which may become henceforth payable in respect thereof to the Government and Municipality or Panchayat or any other lawful authority and it shall be lawful for the Purchaser from time and at all times hereafter peacefully and quietly to enter upon possess and enjoy the said property described in the Schedule I and to receive all rents and profits thereof and of every part thereof to and for their own use and benefits without any suit, eviction, interruption, claim and demand whatsoever for or by the vendor or anybody acting on their behalf.

2. It is mutually agreed by the parties that simultaneous to the execution of this deed, the

  
...27/-



second party shall be entitled to take physical possession of the said property described in schedule I and commence the work of development of the property described in schedule I into plots and/or construction/s of building/s, row houses, villas, or any other structures, in the discretion of the second party, in the property described in schedule I and begin development of the said property described in schedule I herein under into plots and/or construction/s of building/s, row houses, villas, or any other structures, in the discretion of the second party, the second party shall be free to obtain licenses from the concerned authorities for the erection of any structures which may include buildings, bungalows, row houses etc or any other construction of whatsoever nature or by whatsoever name called in the property described in schedule I. This clause shall be applicable notwithstanding that any payments are to be made by the second party to the first party after the execution of the deed.

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...28/-

3. The parties herby expressly agree that the said access admeasuring 215 (Two Hundred And Fifteen) sq mts forms part of the property described in schedule I.

4. The parties expressly agree that all the balance consideration paid or payable under this deed by the second party to the first party, shall be by cheque/s drawn in the individual names of the vendors herein as per their entitlement to the properties described in schedule I but the said cheques shall be handed over to the vendor no.12 Mrs. Julieta Filomena D'Sa e D'Souza and once the said cheque/s shall be handed over to the vendor no.12 Mrs. Julieta Filomena D'Sa e D'Souza, the said cheques are deemed to have been received by the individual vendors, on whose individual names the said cheque/s are drawn. The vendors at serial no.1 (one) to 11(eleven) of this deed, expressly agree that, on the said cheques (drawn in the individual names of the vendors herein as per their entitlement to the properties described in schedule I) being handed over to the vendor no.12 on behalf of the said vendors, the vendor no.1 to 12 are deemed to have received the

...29/-





same and the said vendors no.1 (One) to 12 (Twelve) expressly agree to the same and confirm that they are aware of the consequences of this clause and the vendors no.1 to 12 cannot raise any dispute on this count. It is also expressly agree that the payment due and payable to the vendor no.12 Mrs. Julieta Filomena D'Sa e D'Souza shall also be made by cheque and handed over to her then she shall be deemed to have received the said payments on her behalf also.

5. In case the second party undertakes development or construction/s of any nature whatsoever in the property described in schedule I, then the Second Party shall be in charge of construction and funding of construction of the said structures and shall be responsible for the same and the parties expressly agree that the second party shall be entitled to carry out the said construction by itself or through any third party and/or the second party shall be entitled to enter into any agreement of any nature including but not restricted to JDA (Joint Development Agreement) with any third parties in this regard even in the event that the balance consideration shall be

  
...30/-



paid after the execution of this deed as per the terms of payment shall be after the execution of this deed as provided in schedule II and the vendors expressly agree that the purchasers shall be deemed to be the absolute owners in absolute possession of the property described in schedule I on the date of the execution of this deed.

6. The vendors do hereby covenant with the purchasers, that notwithstanding any act, deed or thing whatsoever, by the Vendors or by any of their predecessors in title or ancestors, done or executed or knowingly suffered to the contrary that they the Vendors had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell convey, transfer, assign and assure the property described in schedule I hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the purchasers in the manner aforesaid;

7. The subject matter of this conveyance is the said property more fully described in schedule I and the same is delineated in red in plan annexed hereto.

  
...31/-



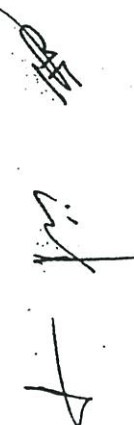
8. The vendors do hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever, the VENDORS or any person or persons lawfully or equitably claiming by, form or through, under or in trust for them, made, done, committed or omitted or knowingly or willingly suffered to the contrary, they the VENDORS now have in themselves good right, power and absolute authority to grant, sell, assign convey and assure the said plot described in the Schedule 'I, hereby granted, sold, assigned, released, conveyed, assured and confirmed and intended so to be into and that the Purchaser shall and may at all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said property described in the schedule 'I, receive the rents, issues and profits thereof and of every part thereof and for his own use and benefit without any suit or action, interruption, claim and demand whatsoever from or by the VENDORS or any person or persons lawfully and equitably claiming, from, under or in trust for them and that free and clear and freely and clearly and absolutely acquitted, exonerated and



sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, done, executed, occasioned or suffered by the VENDORS or by any other person or person lawfully and /or equitably claiming or by, from, under or in trust for them then the VENDORS shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser do and execute or cause to be done or executed all such further and other acts, deeds, matters or things, conveyance and assurances in law whatsoever for the better and more perfectly assuring the said property described in the Schedule 'I' unto and to the use of the Purchaser as shall be reasonably required.

9. In case the purchaser is ever dispossessed from the property hereby sold or any part thereof by reason of any defect in the title of the VENDORS, the VENDORS, jointly and severally, do hereby agree and undertake to

...33/-





repay to the Purchaser the entire sale price/consideration, immediately. The VENDORS shall keep the Purchaser fully saved and indemnified in this regard.

10. The VENDORS expressly represents that the property hereby sold, more fully described under Schedule 'I', under this deed is free from any onus and all sort of charges, demands and encumbrances and proceeding in any court tribunal or any other fora.

11. The VENDORS hereby assure the PURCHASER that they and each of them shall at the cost of the purchaser requiring the same execute such papers and documents and do every act and thing necessary for further or more perfectly assuring the property described under Schedule 'I', hereunder sold and conveyed to the PURCHASER as may reasonably be required and the Purchasers agree that they have already inspected all the documents, with respect of the property

 ...34/-

hereby purchased and are satisfied about the clear marketable title of the said property described in schedule I herein.

12.No acquisition proceedings have been ordered or notice received by the VENDORS from Government or any other authority for road widening or for any other public purpose in respect of the property described in Schedule I.

13. The first party expressly represents that all the said power of attorneys dated 20/7/2011 and the other two power of attorneys both dated 13/8/2011 have been executed out of their own free will and without any coercion from the first party and they admit and acknowledge the execution of the same and confirm that the same are valid and subsisting and have not been revoked.

14. The purchasers are free and clear and freely and clearly and absolutely acquitted,

 ...35/-



exonerated and released or otherwise by and at the cost and expenses of the Vendors well and sufficiently indemnified of and from and against all manner of claims, charges, liens, deeds, attachments and encumbrances whatsoever made or suffered by the Vendors or any of their ancestors or predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid;

15. The Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property more fully described in schedule I herein. or any part thereof from, under or in trust for them the Vendors or any of their predecessors and ancestors in title shall and will from time to time and at all times hereafter at the cost of the Purchaser or the person requiring them do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further, better and more perfectly assuring the said property more fully described in

 ...36/-

schedule I herein, and every part thereof unto and to the use of the Purchaser according to the true intent and meaning of this deed as shall or may be reasonably required;

16. The Vendors undertake that they shall at all times hereafter indemnify and keep indemnified the Purchaser from and against all loss, damages, costs, charges, demands and expenses if any suffered by reason of any defect in title of the Vendors or any breach of the covenants hereinabove contained with respect to the said plots more fully described in schedule I herein.;

17. It is agreed that the stamp duty, lawyer charges, with respect to this conveyance, shall be borne by the purchaser.

18. It is agreed that the purchaser shall be free to sell the property described in Schedule 'I' to any persons without any interference from the VENDORS, or any persons on their behalf or deal with the property described in Schedule 'I' in any manner whatsoever.





19. The market price of the property described in the Schedule No. I is Rs.2,08,75,000/- (Rupees Two Crore Eight Lakhs Seventy Five Thousand Only) and appropriate stamp duty is paid thereon.
20. The parties agree that the Purchasers have already taken possession of the property described in Schedule I and they shall be deemed to be in possession of the same, on the date of the execution of this Sale Deed, simultaneously on the execution hereof.
21. The parties expressly agree that the purchasers shall be deemed to be the absolute owners in absolute possession of the property described in schedule I from the date of the execution of this deed notwithstanding the fact that the consideration towards the sale of the said property shall be paid after the execution of this Deed and the vendors absolutely agree and confirm that the balance consideration

 ...38/-

shall be paid by the second party to the vendors as per the schedule II of this deed **after the execution of this deed** and despite this there is an absolute transfer of all the right, title and interest of the vendors in the property described in schedule I and the purchasers shall be deemed to be the absolute owners in absolute possession of the property described in schedule I from the date of the execution of this deed.

22. It is submitted that out of the said total area of the said property described in schedule I admeasuring 4175 (Four Thousand One Hundred And Seventy Five) Sq. Mtrs., an area of 215 (Two Hundred And Fifteen) sq. mts. has been utilized for the purpose of construction of a panchayat road through the said property described in schedule I. The parties specifically agree that the said access forms part of the property described in schedule I and the purchasers shall be

...39/-

*[Handwritten signature]*



entitled to use the said access freely and without any obstruction.

23. The plans annexed to this deed shall be deemed to be an integral part of the same.
24. The present property and the present transaction does not relate to person/s belonging to schedule castes or schedule tribes.

#### SCHEDULE I

ALL THAT PIECE AND PARCEL OF LAND, known as, "Toleachem Bata" or "Gorbata" or, "Talem Bhat" or, "Tolebata" or, "Tolem Bhat" bearing S. Nos. 109/4, situated at Verla, Bardez, Goa, India, admeasuring 4175 (Four Thousand One Hundred and Seventy Five square meters) sq. mts and bounded as under –

On Or Towards the:

EAST : by property bearing survey no.  
109/5, 7, 16 & 17;

...40/-



SOUTH : Panchayat Road and part of survey  
no. 108/6 & 108/9;

WEST :by property bearing survey no.  
109/3;

NORTH : north by public road

This property is registered in Land Registration Office of Bardez under description no. 28701, at page 12 reverse of Book B-74 of Bardez and not registered before the Taluka Revenue Office. There is a residential house and a well in the property described in this schedule. The property described in this schedule also includes the access admeasuring 215(Two Hundred And Fifteen) sq. mts. on the southern side of the property described in this schedule and the said access is delineated in green colour and the property described in this schedule is delineated in red colour in the plan annexed hereto.

## SCHEDULE II

The payments to be made by the second party to the first party shall be as under:

+

+

+


...41/-





- (a) First installment of Rs.45,93,750/- (Rupees Forty Five Lakh Ninety Three Thousand Seven Hundred And Fifty Only) payable on 13/12/2013 (Thirteenth December, Two Thousand And Thirteen).
- (b) Second installment of Rs. 43,75,000/- (Rupees Forty Three Lakhs Seventy Five Thousand Only) payable in April, 2014 (April, Two Thousand And Fourteen).
- (c) Third installment of Rs. 43,75,000/- (Rupees Forty Three Lakhs Seventy Five Thousand Only) payable in August, 2014 (August, Two Thousand And Fourteen).
- (d) Fourth installment of Rs. 43,75,000/- (Rupees Forty Three Lakhs Seventy Five Thousand Only) payable in December, 2014 (December, Two Thousand And Fourteen).

IN WITNESS WHEREOF this deed is signed  
by the parties on this the 13<sup>th</sup> day of July in the  
year 2013 at Mapusa.



...42/-





*Handwritten signature*

“Vendor No.12”  
Mrs. Maria Julieta Filomena  
D’Sa e D’Souza for self and  
as the Power of Attorney holder  
of the Vendor Nos.1 to 11  
hereinabove.

L. H. F. Prints

R. H. F. Prints



(1)



(1)



(2)



(2)



(3)



(3)



(4)



(4)



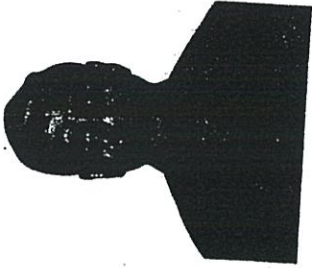
(5)



(5)

*Handwritten signature*





*Victor Fernandes*

"Purchaser No.1"  
(a) Victor Fernandes  
Partner of M/s. LARA GROUP

L. H. F. Prints

R. H. F. Prints



(1)



(1)



(2)



(2)



(3)



(3)



(4)



(4)

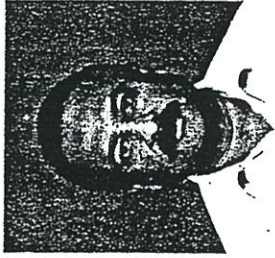


(5)



(5)

*Victor Fernandes*

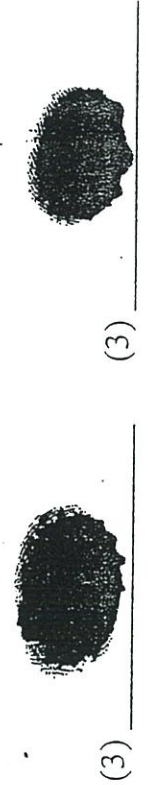


*Ashish*

"Purchaser No.2"  
(a) Ashish Gadkari  
Partner of M/s. LARA GROUP

L. H. F. Prints

R. H. F. Prints



*Ashish*



WITNESSES:-

(1) J. Fernandes

(2) W. Verie

Handwritten marks: a star-like symbol and a signature.

USA







Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 15-07-2013 10:48:08 AM

Document Serial Number : 3438

Presented at 10:04:00 AM on 15-07-2013 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	835000.00
2	Processing Fees	850.00
	Total :	835850.00

Stamp Duty Required: 835000.00

Stamp Duty Paid: 36000.00

Victor Fernandes presenter

Name	Photo	Thumb Impression	Signature
Victor Fernandes, s/o Anthony Fernandes , Married, Indian, age 62 Years, Business, r/o H.No. 1277/5C Marna Siolim Bardez Goa Pan No. AAAAPF0436D. Partner of M/s Lara Group office Hotel Samrat Dr. Dada Vaidya Rd, Panaji Goa having pan No. AAEEFL4302N			




Endorsements

Executant




1 . Maria Julieta Filomena D'sa e D'souza alias Juliet D'souza, w/o Francisco Keith D'souza, Married, Indian, age 57 Years, House-Wife, r/o Chandrakant Society Flat No 15 Aarey Road Goregaon (East) Mumbai Pan No. AJVPD6238R For Self as Vendor No 12 and POA for Vendors Nos 1 to 11 Vide POA dated 20.07.2011 executed before Notary D.R Kudrighi at Thane Maharashtra under Reg No. 1789/B/12

Photo	Thumb Impression	Signature



2. Victor Fernandes, s/o Anthony Fernandes, Married, Indian, age 62 Years, Business, r/o H.No. 127/5C Marna Siolim Bardez Goa Pan No. AAAPF0436D. Partner of M/s Lara Group office Hotel Samrat Dr. Dada Vaidya Rd, Panaji Goa having pan No. AAFFL4302N

Photo	Thumb Impression	Signature
		

3. Ashish Gadkari, s/o Ashok Ramchandra Gadkari, Married, Indian, age 44 Years, Business, r/o Flat No 202 Sukhakarta Apartments behind Holy Family School Porvorim Goa 403521 Pan No. AFKPG411M Partner of M/s Lara Group office Hotel Samrat Dr. Dada Vaidya Rd, Panaji Goa having pan No. AAFFL4302N


Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Max Fernandes , s/o Victor Fernandes, Married, Indian, age 35 Years, Business, r/o H.No. 127/5C Marna Siolim Bardez Goa	
2	Meena Silveira , D/o mathew Silveira, Married, Indian, age 30 Years, Service, r/o H.No 167/8 Beta Vista Vaddo Sirsaim Bardez Goa	

Scanned By:-

Signature:-

  
 Sub-Registrar  
 PULISSORIA - EIM  
 SUB-REGISTRAR  
 BARDEZ



Book-1 Document  
Registration Number BRZ-BK1-03553-2013  
CD Number BRZD529 on  
Date 16-07-2013

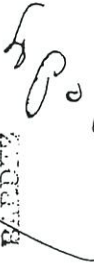
  
Sub-Registrar (Bardez)

~~REGISTRAR~~  
BARDEZ

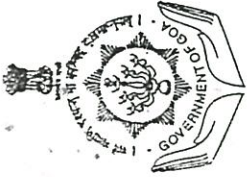
Scanned By:- 

Signature:- 

Designed and Developed by C-DAC, ACTS, Pune

  
17/07/13





Ph. 2472009

## Office of the Village Panchayat

VERLA - CANCA

Bardez - Goa.

Ref. No. VP / VC /

Date : 23/12/2015

### Construction Licence No. VPVC/Const.Lic. No.17/2015-16/1579

M/S.Lara Group Through P/A Holder Mr.Ranjeet Shitole from Panjim Goa is hereby granted licence for construction of Residential Villas, Compound Wall(part) & and Swimming Pool bearing Sy. No. 109/4 of Verla Canca, Bardez Goa in terms of resolution No. 9(15) taken in the Panchayat meeting dated 14/12/2015 as per the plans in triplicate/duplicate attached to his/her application under inward No. PPO/01/VP/Plans 1347 dated 02/12/2015 one copy of the Plans concerned with the approval note carrying the embossed seal of this Panchayat and duly signed in returned to the interested party, who shall comply with the following conditions.

- 12) To limit himself to the plans approved and statements therein.
  - 13) The construction shall be as per plans approved by this Panchayat and condition imposed on it.
  - 14) To inform the Panchayat after excavation and before laying of plinth foundation.
  - 15) To inform the Panchayat when the construction has been completed upto plinth level.
  - 16) To inform the Panchayat as soon as the construction is completed.
  - 17) Not to in habit the building without the prior permission of this Panchayat.
  - 18) To abide by the other related provision in force.
  - 19) That building or construction is carried out as per the alignment given and the plinth level fixed by the Panchayat.
  - 20) The construction licence shall be revoked.
- c) If the construction work is not executed as per the plans approved and statements therein;
- d) Wherever there is any false statement or any misrepresentation of any material passed, approved or shown in the application on which the permit was passed.

21) Ref. No. TPB/1827/TCP-15/3394 dated 23/10/2015 from Office of the Senior Town & Country Planning Dept. Mapusa - Goa.

The licence shall be valid for a period of **THREE** year beginning from today. he had paid the respective tax / fees to the tune of **Rs. 289000/- (Rupees Two Lakh Eighty Nine Thousand Only)** by Receipt No. 69/80 dated :-23-12-2015

This carries the embossed seal of the Panchayat



office of Village Panchayat of Verla - Canca.

Valid from 23/12/2015 to 22/12/2018

SECRETARY

VILLAGE PANCHAYAT VERLA-CANCA



FORM NO. 4

Receipt Book No. 69

80

RECEIPT

Receipt No.:

The Village Panchayat Verla - Canca

Received with thanks from M/S. Lara group through P/O Parajeet Shrifole  
Rs. 289000/- Rupees (Two lakhs eighty nine thousand only).

on account of Construction licence fee - Const - cy Reg. Villai  
Compound well (paid) & swimming pool in 84 No. 109/4

Date 23/12/2015 paid vide cheque no. 0000065 vide

Reference to cash entry cheque amount, 280,000/-

Book Cash amount, 29,000 =

V.P. Secretary  
**SECRETARY**



Instruction covering the use of form  
a) Each receipt book shall have a serial number and each receipt shall be in duplicate for use with carbon paper. Both Book number and Receipt number shall be machine numbered on each receipt whether the original or duplicate.  
b) The seal of the Panchayat shall be affixed to each receipt before issued. The carbon copy shall be retained and the original issued.



Reg. - 4

FORM AE

### NIL CERTIFICATE OF ENCUMBRANCE ON PROPERTY

Note:— Neither Government nor the Sub-Registrar issuing the certificate guarantees the accuracy or correctness of the contents of this certificate and will not be liable for any claim for damages in respect of any information contained therein.

Certificate No. .... of 20

Application No. .... of 20

11 M/S Kaya Group rep. by its partner Mr. Victor Fernandes P/O. 127/56 Mapusa having applied to me for a certificate giving particulars reg. in respect of undermentioned property:— (to be stated and described as given in the application).

(See reverse)

certify that a search has been made in Book I and in the indexes relating thereto for two year from the 15<sup>th</sup> day of 13 to the 1<sup>st</sup> day of August 20 14 for ~~acts and~~ encumbrances affecting the said property and that such search ~~no act or~~ encumbrances affecting the said property has been found.

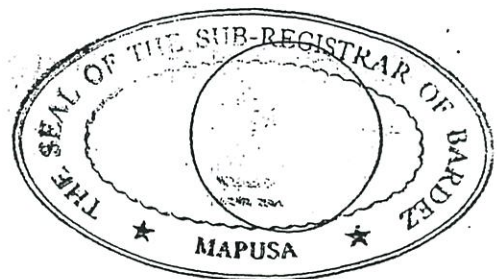
Search made and certificate prepared by (Signature) [Signature]  
(Designation) (Vishwas Halankar)

Search, verified and certificate examined by (Signature) [Signature]  
(Designation) [Signature]

Office SUB-Registrar Bardes

Dated 4/8/2014

[Signature]  
- REGISTRAR -  
BARDEZ  
Signature of Registering Officer



R.No. 73/14  
dt. 4/8/14  
B/1401-

- Note:—
- (1) If the property has been described in registered documents in a manner different from the way in which the applicant has described them in the application, the transactions evidenced by such documents will not be included in the certificate.
  - (2) Under Section 57 of the Registration Act, persons desiring to inspect entries in the registers and indexes, or requiring copies thereof, or certificate of encumbrances on specified properties should make the search themselves, when the indexes will be placed before them on payment of the prescribed fees. But as in the present case the applicant has not undertaken the search himself, the requisite search has been made as carefully as possible by the office.