

230/2012

For CITIZEN CREDITTM
CO-OP. BANK LTD.

Authorised Signatory

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SEPARNA BEMER CO-OP, HSG SOCIETY LTD
ST. JOUQUIM ROAD, BORDA,
MARGAO - GOA 403 602

D-5/STP(V)/C.R./35/3/2011-RD

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INDIA

NON JUDICIAL गोवा
NOV 08 2011

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R.0480100/- PB7223

STAMP DUTY

GOA

Name of Purchaser ANIL MARUTI SAWANT

Serial No. 19612012
Presented at the Office of the
Sub-Registrar of Mormugao
between the hours of 1.10 PM
at 1.10 PM on 08/11/2012

Received fees for Rs.	Rs.
Registration	320000
Copying (Folios) 60	90
Copying endorsements	10
Postage	
Total Rs.	3,20,100

08/11/2012

[Signature]
SUB-REGISTRAR
MORMUGAO

SUB-REGISTRAR
MORMUGAO

[Signature]
SUB-REGISTRAR
MORMUGAO

SUB-REGISTRAR
MORMUGAO

DEED OF SALE

Moniz

M

This DEED OF SALE is made and executed at VASCO DA GAMA, GOA on this 16th day of January of the year Two Thousand Twelve (16.01.2012).

BY AND BETWEEN

MR. FRANCISCO XAVIER DA SILVA MONIZ, son of Mr. Joao Miguel Francisco Xavier da Piedade Silva Moniz, widower, aged 74 years, PAN Card No. AEQPM9641F, landlord, resident of House No. 55/21, Corlim, Ilhas, Goa Hereinafter referred to as the 'VENDOR' (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, successors and assigns) of the ONE PART;

AND

M/S GAJRAJ BUILDERS AND DEVELOPERS, a partnership firm under Indian Partnership Act, 1932, having their principal place of business at H. No. 2/6375, Opposite Don Bosco Institute, Fatorda, Margao, Goa hereinafter called the "PURCHASER" (which expression shall unless it be repugnant to the context or otherwise shall mean and include the partners of the firm for the time being and from time to time and their respective heirs, executors, administrators, agents, successors and or assigns as the case may be) represented herein by one of the partner MR. ANIL M. SAWANT, son of Shri Maruti G. Sawant, aged about 40 years, businessman, married, with PAN Card No. APKPS4838R, resident of H.No. 2/6374, 'Shree Ganesh Krupa', Opposite Don Bosco Institute, Fatorda, Margao, Goa of the OTHER PART.

All the above parties are Indian Nationals.

Francisco Xavier da Silva Moniz

Anil M. Sawant

WHEREAS the VENDOR has represented that he is the sole, exclusive and absolute owner in peaceful possession of ALL THAT two properties namely First One being the property known as 'TOTEACHEM VONTOPA" or "CHAO DE AGOSSIM" described in the Land Registration Office of Salcete under No. 619 of Book No. 2 New, enrolled in the Taluka Revenue Office under Matriz No. 83 and independently and distinctly surveyed under Chalta No. 38 of P. T. Sheet No. 145 of Vasco City admeasuring an area of 308.00 (Three Hundred) square metres (hereinafter referred to as the "SAID FIRST PROPERTY") and the second one being the property known as 'GINA" or "BOMBILEM" or "BOMBELIM" described in the Land Registration Office of Salcete under No. 4076 of Book No. B-17 Old Series, enrolled in the Taluka Revenue Office under Matriz Nos. 35, 36, and 37 and independently and distinctly surveyed under Chalta Nos. 4, 6, 7, 8, A, B and 12 of P. T. Sheet No. 145 of Vasco City and Chalta No. 4 admeasuring an area of 64.00 square metres, Chalta No. 6 admeasuring an area of 13.00 square metres, Chalta No. 7 admeasuring an area of 26.00 square metres, Chalta No. 8 admeasuring an area of 36.00 square metres, Chalta No. A and Chalta No. B without any structure at loco and Chalta No. 12 admeasuring an area of 6288.00 square metres alongwith structures (hereinafter jointly referred to as the "SAID SECOND PROPERTY") both of which are situated at Vaddem, Vasco da Gama, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, District of South Goa, State of Goa which are more particularly described in SCHEDULE hereunder written and are better shown delineated in red colour boundary line in the plan annexed hereto (hereinafter the aforesaid the "SAID



Y. S. M. Moniz

FIRST PROPERTY" and the "SECOND SAID PROPERTY" jointly referred to as the 'SAID PROPERTIES').

AND WHEREAS the SAID FIRST PROPERTY earlier belonged to Fr. Sinforiano Constantino Caentao Dias @ Fr. Antonio Caetano Constantino Sinforiano Dias @ Fr. Antonio Caetano Constantino Exaltacao Sinforiano Dias under inscription No. 155 of Book G-1 in the said Registration Office, which was gifted to him by his parents Mr. Antonio Salvador Dias and his wife Mrs. Maria Joaquina Leitao and accordingly the said Fr. Sinforiano Constantino Caetano Dias came to be the sole owner in possession thereof.

AND WHEREAS the SAID SECOND PROPERTY earlier belonged to Fr. Sinforiano Constantino Caentao Dias @ Fr. Antonio Caetano Constantino Sinforiano Dias @ Fr. Antonio Caetano Constantino Exaltacao Sinforiano Dias which was purchased by him in the judicial auction held by the Court in execution proceedings filed by Fr. Rosendo Pancraccio de Araujo and another from Verna against Maria Aurora George and others.

AND WHEREAS said Fr. Sinforiano passed away as a bachelor but left behind a will dated 04.01.1926 executed by Clerk/Notary of Mormugao Taluka at Vaddem, Shri. Manguexa Sinay Carapurcar for which he was expressly called for appointing as his testamentary heirs Ms. Maria Virginia Cecilia de Piedade Dias, Ms. Maria Amanda Amelia Dias and Mr. Jose Aleixo do Carmo Dias under the fedecommissary clause that the two aforesaid sisters would

Francisco Xavier da Silva Monteiro



Francisco Xavier da Silva Monteiro

preserve the same during their lifetime or till their respective marriages for the said Jose Aleixo do Carmo Dias.

AND WHEREAS said Maria Virginia got married in the year 29.09.1933 and so she ceased to be the heir of Fr. Sinforiano on her marriage and thereafter Mr. Jose Aleixo do Carmo Dias passed away on 10.12.1973 as a bachelor and Maria Amanda who was the fiduciary passed away subsequently on 08.02.1980.

AND WHEREAS since the said Jose Aleixo do Carmo Dias who was the fideicommissary passed away before the fiduciary Maria Amanda, all the estate of said Fr. Sinforiano vested and descended and devolved on or to the said Maria Amanda Amelia Dias.

AND WHEREAS the said Maria Amanda Amelia Dias left behind a Will dated 08.01.1980 executed before the Notary Public Ex-Officio cum Sub Registrar of Mormugao at Vasco appointing Mr. Francisco Xavier da Silva Moniz as her sole and universal heir.

AND WHEREAS all the estate of said Fr. Sinforiano which included the SAID PROPERTIES thus came to belong to Mr. Francisco Xavier da Silva Moniz which is further confirmed vide Judgment, Order and Decree dated 23.12.2010 passed in the Regular Civil Suit No. 51/2010/B (New) (which was earlier registered under Special Civil Suit No. 37/2000/B (old)) before the Court of the Civil Judge Senior Division at Vasco which was filed by one Mr. Fausto Dias and his wife Mrs. Yvonne Dias, his brother Fr. Sergio and his sister Mrs.

Francisco Xavier da Silva Moniz



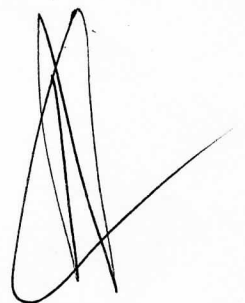
Maria Augusta and her husband Mr. Lino Rodrigues, claiming to be heirs of the said Maria Amanda Amelia Dias and of Jose Aleixo do Carmo Dias and the said suit was dismissed vide Judgment, Order and Decree dated 23.12.2000.

AND WHEREAS the said Mr. Fausto Dias even approached the District Court in Appeal being First Civil Appeal No. 40/2011 which was dismissed as withdrawn and in the application for withdrawal the appellants accepted that all the properties including the SAID PROPERTIES or estate of Fr. Sinforiano Constantino Caentao Dias came to belong to the said Mr. Francisco da Silva Moniz.

AND WHEREAS said Mr. Francisco da Silva Moniz was married to Mrs. Maria Eugenia da Melo e Moniz who passed away on 23.05.2004 with neither ascendants nor descendents nor collaterals and living behind her husband Mr. Francisco Xavier da Silva Moniz as her sole heir which is in conformity with the Inventory Proceedings No. 47/06/A filed before the Court of the Civil Judge Senior Division at Panaji and accordingly even the land records being Form 'D' of the SAID PROPERTIES mention the name of Mr. Francisco Xavier da Silva Moniz under the occupant's column.

AND WHEREAS part of the SAID PROPERTIES surveyed under Chalta No. 5 of P. T. Sheet No. 145 admeasuring an area of about 287.00 square metres has been purchased by Mr. Babal Naik as mundkar

Francisco da Silva Moniz



AND WHEREAS the VENDOR is thus the sole, absolute and exclusive owner in peaceful possession of the SAID PROPERTIES.

AND WHEREAS the PURCHASER alongwith the aforestated representation and indemnification of the VENDOR as appearing hereinafter, also got the search carried out in respect of the SAID PROPERTIES and in consonance with the two Opinion on Title for the SAID FIRST PROPERTY and the SAID SECOND PROPERTY given by the Advocate Aires Pinto Furtado, having his office at Panaji, Goa agreed to purchase the SAID PROPERTIES.

AND WHEREAS the PURCHASER also through his advocate caused to issue public notice in the local newspaper namely in 'The Navhind Times' - Goa Edition, a English daily on 05.10.2011 inviting objections, if any from general public for the purchase of the SAID PROPERTIES and for not having received any objection from the general public, the PURCHASER has agreed to purchase the SAID PROPERTIES.



AND WHEREAS accordingly the VENDOR has agreed to sell, transfer, assign and convey and the PURCHASER has agreed to purchase the SAID PROPERTIES surveyed under Chalta Nos. 38, 4, 6, 7, 8, A, B and 12 of P.T. Sheet No. 145 of Vasco City totally admeasuring an area of 6735.00 (Six Thousand Seven Hundred Thirty Five) square metres which are more particularly described in SCHEDULE hereunder written and is better shown delineated in red colour boundary line in the plan annexed hereto for the total price

Y. S. Ma Moniz

Francisco Xavier de Silva Moniz

1. That in consideration of the sum of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) being the entire consideration agreed upon and paid by the PURCHASER to the VENDOR paid vide through four instruments (a) RTGS transfer on 22.12.2011 for Rs. 70,00,000/-; (b) RTGS transfer on 24.12.2011 for Rs. 25,00,000/-; (c) RTGS transfer on 04.01.2012 for Rs. 20,00,000/- unto and in favour of VENDOR's Account No. 1029343877 of State Bank of India, Secretariat Panaji branch and (d) Cheque No. 387503 dated 23.08.2011 drawn on Syndicate Bank for Rs. 45,00,000/- (the receipt of the entire price consideration of the SAID PROPERTIES the VENDOR do hereby expressly admit and acknowledge and give full discharge of the same to the PURCHASER), the VENDOR do hereby grant, convey, sell, transfer, assign and assure unto the use of the PURCHASER of the SAID PROPERTIES being the SAID FIRST PROPERTY known as 'TOTEACHEM VONTOPA" or "CHAO DE AGOSSIM" described in the Land Registration Office of Salcete under No. 619 of Book No. 2 New, enrolled in the Taluka Revenue Office under Matriz No. 83 and independently and distinctly surveyed under Chalta No. 38 of P. T. Sheet No. 145 of Vasco City admeasuring an area of 308.00 (Three Hundred Eight) square metres and the SAID SECOND PROPERTY known as 'GINA" or "BOMBILEM" or "GORGINE" described in the Land Registration Office of Salcete under No. 4076 of Book No. B-17 Old Series, enrolled in the Taluka Revenue



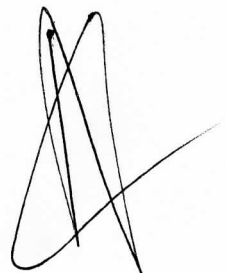
Francisco Xavier da Silva Mouriz

Francisco Xavier da Silva Mouriz

Office under Matriz Nos. 35, 36, and 37 and independently and distinctly surveyed under Chalta Nos. 4, 6, 7, 8, A, B and 12 of P. T. Sheet No. 145 of Vasco City and Chalta No. 4 admeasuring an area of 64.00 square metres, Chalta No. 6 admeasuring an area of 13.00 square metres, Chalta No. 7 admeasuring an area of 26.00 square metres, Chalta No. 8 admeasuring an area of 36.00 square metres, Chalta No. A and Chalta No. B without any structure at loco and Chalta No. 12 admeasuring an area of 6288.00 square metres alongwith structures which are situated at Vaddem, Vasco da Gama, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, District of South Goa, State of Goa both properties totally admeasuring an area of 6735.00 (Six Thousand Seven Hundred Thirty Five) square meters which are more particularly described in SCHEDULE hereunder written and are jointly better shown delineated in red colour boundary line in the plan annexed hereto and accordingly deliver the possession of the same unto and in favour of the PURCHASER to HAVE, TO POSSESS, TO HOLD AND TO ENJOY the same for the exclusive use and benefit absolutely and unconditionally forever together with all the rights, title, interest therein with all the advantages, concessions, hereditaments, easementary rights, equities, claims, demands, structures, tress, liberties, privileges, appurtenances attached to, belonging to and reputed to belong thereto.

2. The VENDOR including his heirs, executors, administrators, successors and assigns covenant with, assure and declare unto the PURCHASER and his successors and assigns:

Signature



(a) THAT the VENDOR by himself has absolute and lawful right with clear, absolute and marketable title to the SAID PROPERTIES and is lawfully entitled to convey the same in the manner hereby done.

(b) THAT the SAID PROPERTIES hereby sold are absolutely free from all or any encumbrances, charges, lien of any nature whatsoever and that the PURCHASER shall hold the SAID PROPERTIES freely, clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the VENDOR, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned and suffered by the VENDOR or by any other person or persons claiming by, from, under or in trust for him.

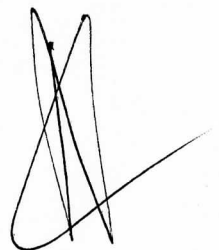
(c) THAT the VENDOR has put the PURCHASER in exclusive, sole, absolute possession of the SAID PROPERTIES.

(d) THAT the PURCHASER on and from this day and at all times hereafter is and shall be entitled to continue to peacefully and quietly enter upon, occupy, possess and enjoy the SAID PROPERTIES as absolute owner without any claim or demand of any nature whatsoever from the VENDOR or any other person whomsoever claiming by, from, under or in trust for him.

(e) THAT all the rates, taxes, charges payable in respect of the SAID PROPERTIES including land revenue has been paid by the VENDOR and no amount is in arrears towards same upto date.

(f) THAT the VENDOR by himself or cause through such necessary party/parties, as and when called upon to do so

Francisco Xavier da Silva Moniz



Francisco Xavier da Silva Moniz



shall sign, execute and deliver such further deeds, documents, writing and/or declarations including solemn affirmation as may be necessary to perfect PURCHASER's title to the SAID PROPERTIES and/or have the ownership and possession thereof recorded in the name of the PURCHASER in all Government records including recording maintained at the Land Registration Office and Land Revenue Office.

3. The VENDOR do hereby declare:

a. That there is absolutely no claim of any right of tenancy and/or mundkarial or of any other nature in/or over the SAID PROPERTIES..

b. That the SAID PROPERTIES have never been subject matter of any notification by the Government under the Land Acquisition Act, Requisition Act any Act or under any of the act, rules under the Defence or C.A.D.A.

c. That the SAID PROPERTIES are not affected under any Order or Notification under any Ordinance, Act, Statute, Rules and/or Regulations either by Central or State Government.

d. That the SAID PROPERTIES are absolutely not affected by any easementary or any other rights including that of way, licence or any other rights of any nature whatsoever in favour of any person/s in/over the SAID PLOT.

e. That the SAID PROPERTIES are absolutely not affected by any encumbrances, charges, lien, notices or any prohibitory order of injunction or attachment from any Court of Law.

f. That the VENDOR hereby convey his absolute no objection for the inclusion of the name of the PURCHASER in the Survey Records including Form D or B, to cause mutation



45 Silveira Moniz
Francisco Xavier de Silveira Moniz

A stylized handwritten signature in black ink, consisting of a large loop and a long horizontal stroke.

and such steps as may be required, so as to record the SAID PROPERTIES in the name of the PURCHASER.

4. The cost of stamp duty and registration of this Deed has been borne exclusively by the PURCHASER. This Deed shall be presented for registration under the provisions of Indian Registration Act, 1908 and the VENDOR shall appear before the registering authority and comply with all the formalities and requirements of law applicable so as to enable the registering authority complete registration of Deed.

5. The SAID PROPERTIES are totally valued at Rs. 1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) which is the fair market value thereof as the property false in Ward No. 20 and undeveloped.



SCHEDULE

ALL THAT two properties namely First One being the property known as 'TOTEACHEM VONTOPA" or "CHAO DE AGOSSIM" described in the Land Registration Office of Salcete under No. 619 of Book No. 2 New, enrolled in the Taluka Revenue Office under Matriz No. 83 and independently and distinctly surveyed under Chalta No. 38 of P. T. Sheet No. 145 of Vasco City admeasuring an area of 308.00 (Three Hundred Eight) square metres and the second one being the property known as 'GINA" or "BOMBILEM" or "BOMBELIM" or "GORGINE" described in the Land Registration Office of Salcete under No. 4076 of Book No. B-17 Old Series, enrolled in the Taluka Revenue Office under Matriz Nos. 35, 36, and

Y. S. da Silva

Y. S. da Silva

37 and independently and distinctly surveyed under Chalta Nos. 4, 6, 7, 8, A, B and 12 of P. T. Sheet No. 145 of Vasco City and Chalta No. 4 admeasuring an area of 64.00 square metres, Chalta No. 6 admeasuring an area of 13.00 square metres, Chalta No. 7 admeasuring an area of 26.00 square metres, Chalta No. 8 admeasuring an area of 36.00 square metres, Chalta No. A and Chalta No. B without any structure at loco and Chalta No. 12 admeasuring an area of 6288.00 square metres alongwith structures which are situated at Vaddem, Vasco da Gama, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, District of South Goa, State of Goa both properties totally admeasuring an area of 6735.00 (Six Thousand Seven Hundred Thirty Five) square meters which are jointly better shown delineated in red colour boundary line in the plan annexed hereto and the aforesaid properties are bounded as under:

The SAID FIRST PROPERTY admeasuring an area of 308.00 square metres is bounded as follows:

On the North: By Nullah

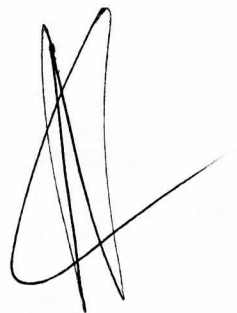
On the South: By Chalta No. 37 of P.T. Sheet No. 145
of Vasco City

On the East: By Nullah

On the West: By Nullah

The SAID SECOND PROPERTY admeasuring an area of 6427.00 square metres is bounded as follows:

Y. Silva Moniz
Francisco Xavier da Silva Moniz



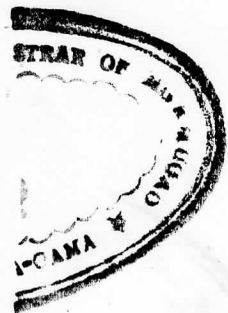
On the North: By the property surveyed under Chalta Nos. 1,
2 & 21 of P.T. Sheet No. 145 of Vasco City

On the South: Nallah and Chalta No. 1 of P.T. Sheet No. 146
of Vasco City

On the East: Nallah

On the West: Chalta No. 1 of P.T. Sheet No. 146 of Vasco
City

IN WITNESS WHEREOF the parties hereto have hereunto set
and subscribed their respective hands, on the day, month
and year herein above mentioned.



Y. Silva Montez
Francisco Xavier de Silva Montez

SIGNED, SEALED AND DELIVERED
by the within named
VENDOR
MR. FRANCISCO XAVIER DA SILVA MONIZ

Francisco Xavier de Silva Moniz



L.H.T.I



LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



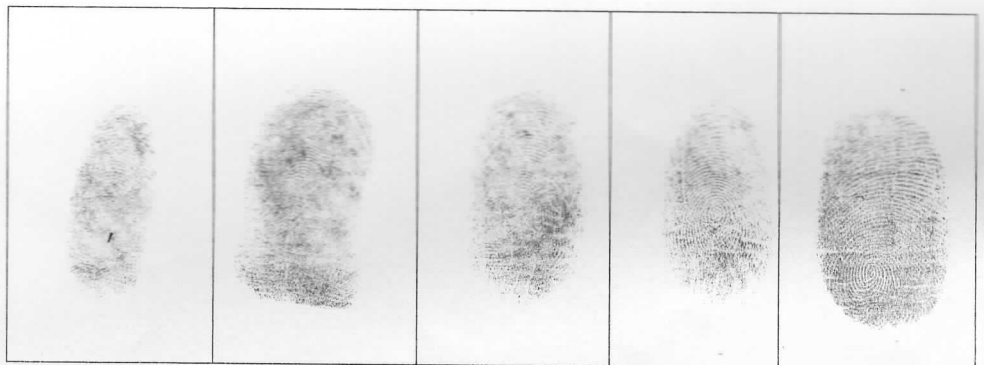
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SIGNED, SEALED AND DELIVERED
by the PURCHASER
M/S GAJRAJ BUILDERS AND DEVELOPERS,
a partnership firm
through its partner MR. ANIL M. SAWANT



L.H.T.I.



LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS

WITNESSES:-

1.  Manuel A. Dias
2.  Agnelo Mendonça



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100 to 179
pages 1 Volume No. 1368
Book No. 2012912
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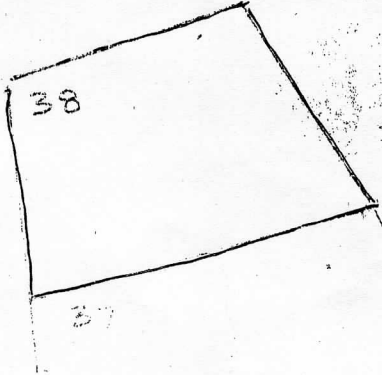
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145



Read Letter No. MPDA/1-M-103/87
dt. 25/3/88

MEMBER SECRETARY
MORMUGAO PLANNING AND DEVELOPMENT AUTHORITY

RI



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SCALE
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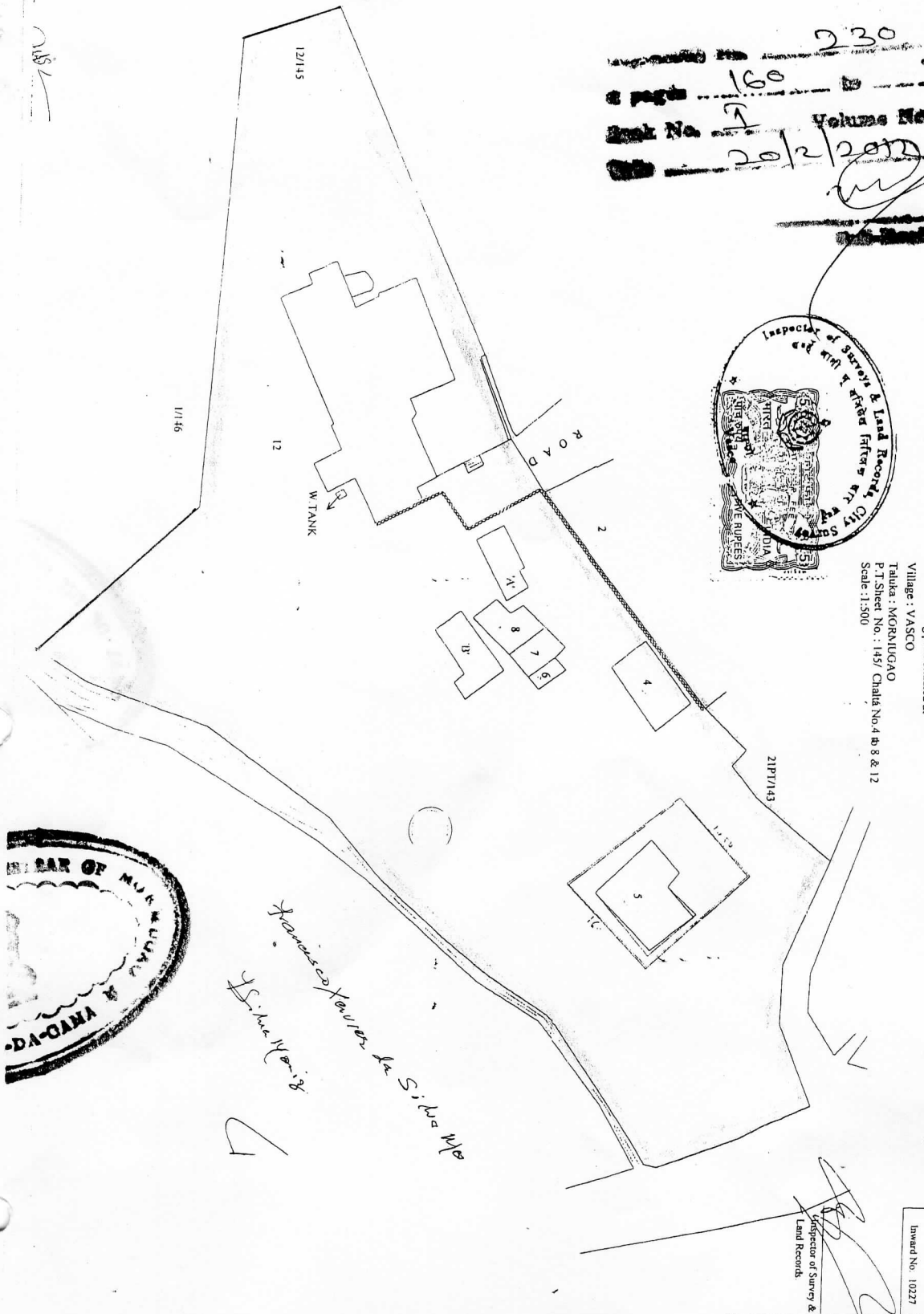


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of the Inspector of Survey & Land Records
VASCO - GOA

Plan Showing plots situated at
Village : VASCO
Taluka : MORAJUGAO
P.T. Sheet No. : 145/ Chalta No. 4 to 8 & 12
Scale : 1:500



Page No. 160 of 179
Book No. 1
Volume No. 1368
Date 20/2/2012



James Xavier da Silva Mo
da Silva Mo

James Xavier da Silva Mo

VENDORS

PURCHASER

Executing parties:

1. Mr. Francisco Xavier Da Silva Moniz
S/o M. Joao Miguel Francisco Xavier
de Piedade Silva Moniz, widower, aged
74 years, landlord, R/o Corlim, Ilhas, Goa.
2. Mr. Anil M. Sawant, S/o Shri Maruti
G. Sawant, aged about 40 years,
businessman, married, R/o 'Shree
Ganesh Krupa', Fatorda, Margao, Goa,
Partner of M/s. Geiraj Builders &
Developers, having its office at Fatorda,
Margao, Goa. Above mentioned
parties are Indian Nationals.

executing parties 1 to 2

admits execution of the so called

Sal

date

1) Francisco Moniz



y



A. Suresh Rao, S/o Subbarao, Major of age,
Advocate, S/o Margao, Goa

and known to the Sub-Registrar
states that he personally knows
the above executant and identifies
him.

x Ad

Notarial done at 01/11/2011

