


(Rupees Three Lakhs Eighty Thousand One hundred only)

FOR CITIZEN CREDIT
CO-OP BANK LTD
AUTHORISED SIGNATORY

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 002
D-5/STP(V)/C.R./35/33/2011-RD

भारत 09189 NON JUDICIAL गोवा
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R.0380100/- PB7122
INDIA STAMP DUTY GOA

Name of Purchaser: MARCUS DIAS

MARCUS DIAS 



DEED OF SALE







This DEED OF SALE is made and executed at VASCO DA GAMA, GOA on this 12th July of the year Two Thousand Seventeen (12.07.2017)

BY AND BETWEEN

1. **MRS. MARIA AUGUSTA HERMINIA MASCARENHAS**, daughter of late Joao Teotonio Flaviano Mascarenhas, aged 72 years, housewife, PAN Card No. AARPM8260B, Aadhar Card No. 9766 1530 4759 and her husband 1A. **MR. JOAQUIM HONORATO DE JOSE VELHO**, son of Mr. Jose Inacio Do Rosario Velho, aged 74 years, retired, PAN Card No. AAHPV2116K, Aadhar Card No. 4060 3325 4687 both residents of House No. 1232, Mazilwado, Benaulim, Goa hereinafter jointly called the 'VENDORS' (which expression shall mean and include their respective heirs, representatives, successors and assigns) of the FIRST PART.

2. **MR. MARCUS DIAS**, son of Shri Vicentinho Luis Dias, aged 45 years, businessman, with PAN Card No. AGUPD5075G, Aadhar Card No. 9880 9243 4100, resident of Second Floor, Melissa Portview, Near El-Monte Theatre, Desterro, Vasco da Gama, Goa hereinafter called as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, successors and assigns) of the SECOND PART.

A N D

3. **MRS. MARIA HELENA DOROTEIA MASCARENHAS**, daughter of late Joao Teotonio Flaviano Mascarenhas, aged 70 about, housewife, PAN Card No. BRJPM1004R, and her husband 3A. **MR. ALEXANDRE FRANCISCO ARAUJO**, son of late Joao Isidoro Anastasio Valentino Araujo, aged 76 years, retired, PAN Card No. APCPA6045E, both residents of 102-35, 64th Road, Forest Hills, New York 11375 hereinafter jointly called the 'CONFIRMING PARTY' (which expression shall mean and include their respective heirs, representatives, successors and assigns) the VENDORS 3 and 3A are represented in this Deed by their duly constituted Attorney **MRS. MARIA AUGUSTA HERMINIA MASCARENHAS**, daughter of late Joao Teotonio Flaviano Mascarenhas, aged 72 years, housewife, PAN Card No. AARPM8260B, resident of House No. 1232, Mazilwado, Benaulim, Goa vide General Power of Attorney dated 26.08.2011 duly executed before Notary Public, State of New York of the THIRD PART.

All the above parties are Indian Nationals

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WHEREAS the VENDORS alongwith the CONFIRMING PARTY are the exclusive owners-in-possession and otherwise entitled to ALL THAT distinct, separate property admeasuring an area of 3,950.00 (Three Thousand Nine Hundred Fifty) square meters surveyed under survey No. 43/5 of Sancoale Village which is more particularly described in SCHEDULE hereunder written and better shown delineated in red colour boundary lines in the plan annexed hereto (hereinafter referred to as the "SAID PLOT") being part and parcel of the larger property property commonly known as 'GINA DE CASA' situated at Sancoale within the area of Village Panchayat of Sancoale, Taluka of Mormugao, South Goa, Goa not described in the Land Registration Office of Salcete nor enrolled in the Taluka Revenue Office of Mormugao but surveyed under Survey No. 43/5 of Sancoale Village (hereinafter referred to as the "SAID PROPERTY").

AND WHEREAS there existed one large stretch of land known as 'GINA DE CASA' situated at Sancoale within the area of Village Panchayat of Sancoale, Taluka of Mormugao, South Goa, Goa not described in the Land Registration Office of Salcete nor enrolled in the Taluka Revenue Office of Mormugao totally admeasuring an area of about 33500.00 square metres and owing to public road passing there through, there occurred natural sub-division whereby the property above the road (west) came to be surveyed under Survey No. 44/6 of Sancoale Village admeasuring an area of 29,300.00 square metres and the property below (east) came to be surveyed under Survey No. 43/5 of Sancoale Village admeasuring an area of 3,950.00 square metres being the SAID PLOT

AND WHEREAS inter alia the aforesaid properties forming part of the SAID PLOT originally is seen recorded in the name of Mr. Joao Teotonio F. Mascarenhas as the holder in title thereto as per Form III issued by the Inspector of Survey & Land Records, Record of Rights, Margao, Goa as well as earlier Form I & XIV issued by the Land Records.

AND WHEREAS the aforementioned Mr. Joao Teotonio F. Mascarenhas expired on 29.12.1994 and his wife Mrs. Maria Angela Marcilia Silveira da Mascarenhas also expired on 27.01.2000 leaving behind their only two daughters namely Mrs. Maria Augusta Herminia Mascarenhas married to Mr. Joaquim Honorato de Jose Velho and Mrs. Maria Helena Doroteia Mascarenhas married to Mr. Alexandre Francisco Araujo which is in conformity with the Deed of Succession dated 23.10.2000 drawn before Ex-officio Notary of Salcete under page No. 27v of Deeds Book 1419 dated 27.10.2000 and accordingly the names of the aforesaid persons Mrs. Maria Augusta Herminia Mascarenhas,

Helena

[Signature]

[Signature]



Mrs. Maria Helena Doroteia Mascarenhas is seen recorded in Form I & XIV thereof.

AND WHEREAS the aforesaid VENDORS alongwith the CONFIRMING PARTY by this deed have agreed to sell, transfer and convey and the PURCHASER has agreed to purchase the SAID PLOT which is more particularly described in SCHEDULE hereunder written and better shown delineated in red boundary line in the plan annexed hereto for the total price consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs only) which is the fair market value of the SAID PLOT.

NOW THEREFORE THIS DEED WITNESSETH and it is hereby agreed upon by and between the parties hereto as follows:

1. That in consideration of the sum of Rs95,00,000/- (Rupees Ninety Five Lakhs only) being the entire consideration agreed upon and paid by the PURCHASER to the VENDORS (the receipt whereof the VENDORS hereby, jointly and severally, admit and acknowledge and give full discharge of the same to the PURCHASER) whereupon the VENDORS alongwith the CONFIRMING PARTY do hereby grant, convey, sell, transfer, assign and assure unto the use of the PURCHASER ALL THAT the SAID PLOT ALL THAT distinct, separate property admeasuring an area of 3,950.00 (Three Thousand Nine Hundred Fifty) square meters surveyed under survey No. 43/5 of Sancoale Village which is more particularly described in SCHEDULE hereunder written and better shown delineated in red colour boundary lines in the plan annexed hereto being part and parcel of the larger property commonly known as 'GINA DE CASA' situated at Sancoale within the area of Village Panchayat of Sancoale, Taluka of Mormugao, South Goa, Goa not described in the Land Registration Office of Salcete nor enrolled in the Taluka Revenue Office of Mormugao but surveyed under Survey No. 43/5 of Sancoale Village and accordingly deliver the possession thereof unto 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, liberties, privileges, appurtenances attached to, belonging to and reputed to belong thereto.

2. The VENDORS for themselves and their respective heirs, executors and administrators covenant with, assure and declare unto the PURCHASER his heirs, successors and assigns:

(a) THAT the VENDORS are the sole, exclusive, absolute owners and has absolute and lawful right with clear, unencumbered and marketable title to the SAID PLOT and are lawfully entitled to convey the same in the manner hereby done.






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

(b) THAT the VENDORS have put the PURCHASER in exclusive possession and enjoyment of the SAID PLOT.

(d) THAT the PURCHASER shall on and from this day and at all times hereafter is entitled to continue to peacefully and quietly enter upon, has occupy, possess and enjoy the SAID PLOT as its absolute owner without any claim or demand whatsoever from the VENDORS or any other persons whomsoever claiming by, from, under or in trust for them.

(e) THAT all the rates, taxes, charges payable in respect of the SAID PLOT such as land revenue have been paid by the VENDORS and no amount is in arrears towards the same.

(f) THAT the VENDORS by themselves or cause through from such necessary parties, as and when called upon to do so 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 PLOT 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 VENDORS do hereby declare:

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

b. That the SAID PLOT has 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 PLOT is 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 PLOT is 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 PLOT is 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 VENDORS alongwith the CONFIRMING PARTY hereby convey their absolute no objection for the inclusion of the name of the PURCHASER in the Survey Records including Form I and XIV, to cause mutation and such steps as may be required, so as to record the SAID PLOT solely in the name of the PURCHASER.

g. The VENDORS alongwith the CONFIRMING PARTY hereby expressly transfer, assign, transmit and handover all the benefits, privileges including construction licence, Technical Clearance Order, conversion sanad in respect of the SAID PLOT unto and in favour of the PURCHASER who otherwise had obtained the same at his cost and expenses.

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 VENDORS/CONFIRMING PARTY 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 the Deed.

5. The aforesaid consideration of Rs. 95,00,000/- (Rupees Ninety Five Lakhs only) is the fair market value of the SAID PLOT.

SCHEDULE

ALL THAT distinct, separate property admeasuring an area of 3,950.00 (Three Thousand Nine Hundred Fifty) square meters surveyed under survey No. 43/5 of Sancoale Village which is better shown delineated in red colour boundary lines in the plan annexed hereto being part and parcel of the larger property commonly known as 'GINA DE CASA' situated at Sancoale within the area of Village Panchayat of Sancoale, Taluka of Mormugao, South Goa, Goa not described in the Land Registration Office of Salcete nor enrolled in the Taluka Revenue Office of Mormugao but surveyed under Survey No. 43/5 of Sancoale Village and the aforesaid Plot is bounded as follows:

North : By Property under Survey No. 43/4 of Sancoale Village
 South : By property under survey No. 43/6 of the Sancoale Village
 East : By Road
 West : By property under Survey No. 53/3 to 8 of Sancoale Village

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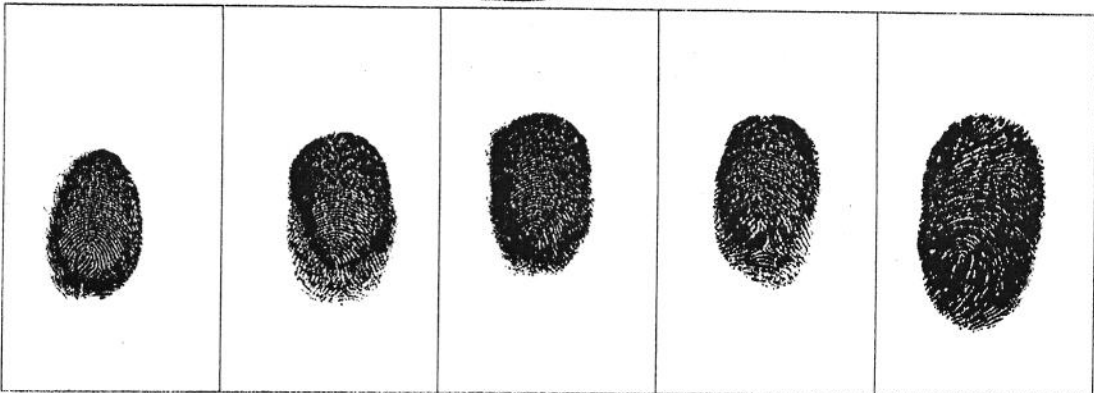
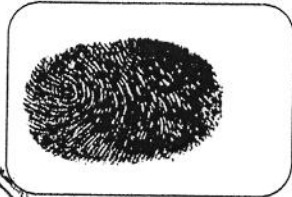
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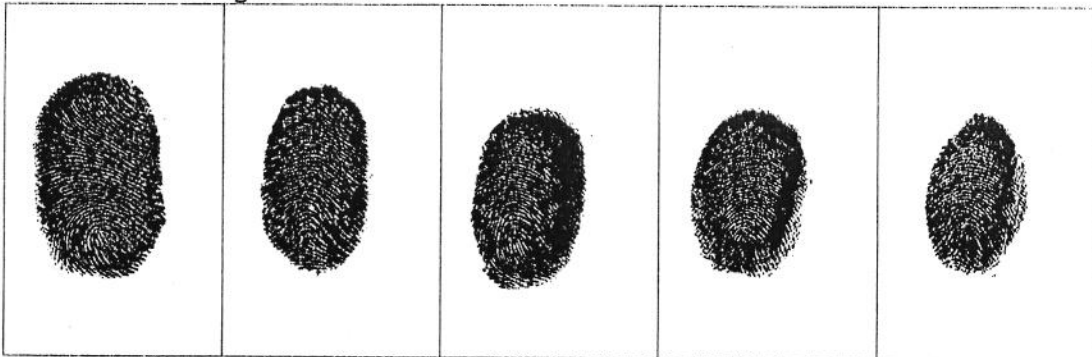
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS IN THE PRESENCE OF TWO WITNESSES ON THE DAY, YEAR AND PLACE FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED by the within named VENDORS MRS. MARIA AUGUSTA HERMINIA MASCARENHAS for self and as duly constituted Attorney for the CONFIRMING PARTIES No. 3 and 3A

Ardeus



Left Hand Finger Prints



Right Hand Finger Prints

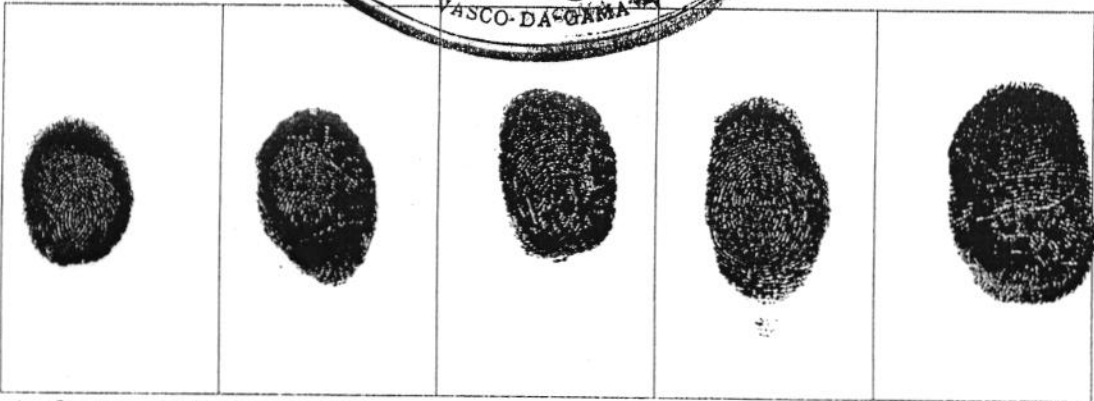
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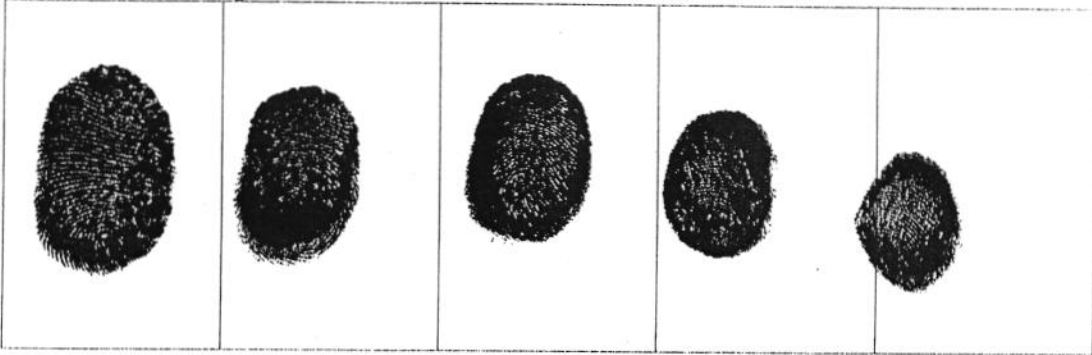
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Mr. Joaquim Honorato De Jose Velho

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Left Hand Finger Prints



Right Hand Finger Prints

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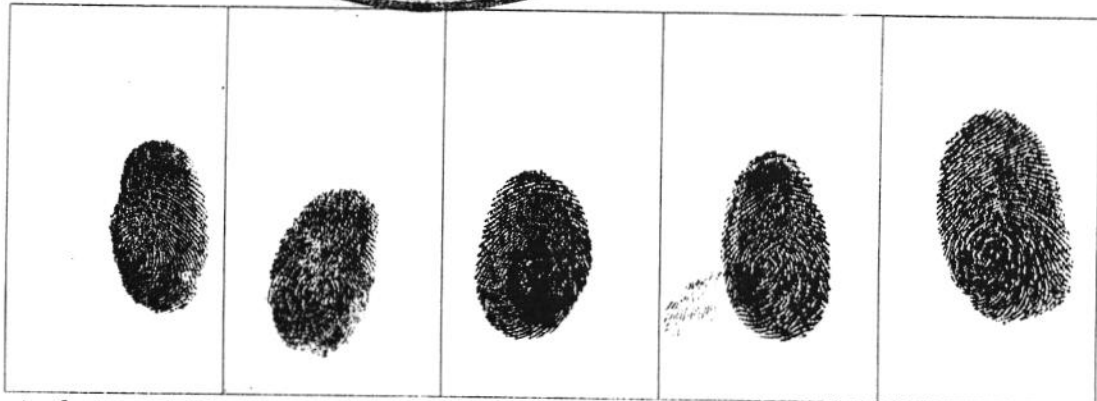
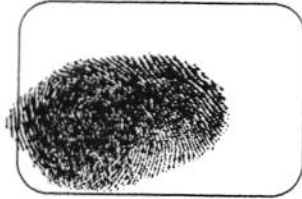
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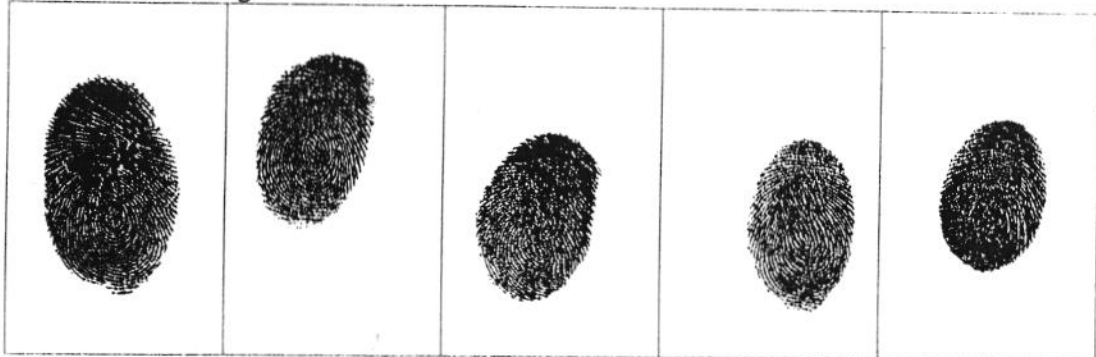


SIGNED, SEALED AND DELIVERED
by the within named PURCHASER
MR. MARCUS DIAS

Marcus Dias



Left Hand Finger Prints



Right Hand Finger Prints

WITNESSES:-

1. *Madurai*

Mayashri. R. Godimani

2. *Pavni*

Taswica Pereira.

Hadi

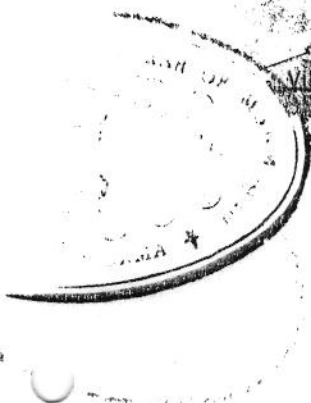
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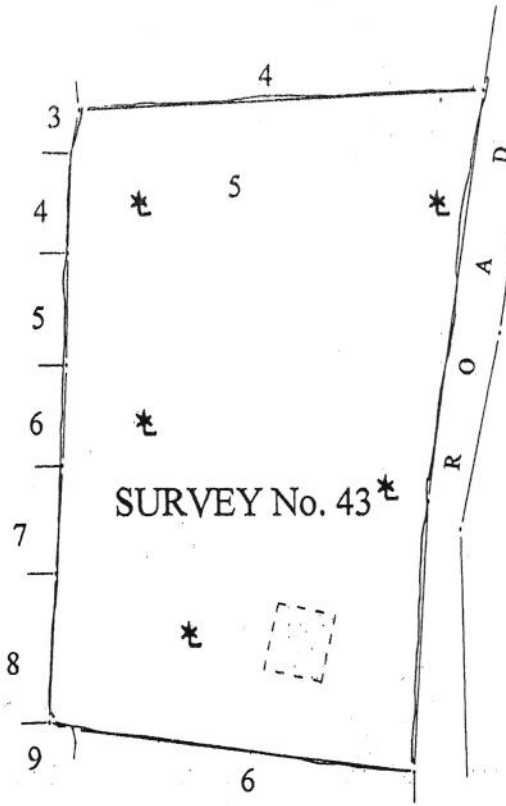


Village Panchayat Sangolli
 Construction License
 Approved
 V.P. No. 2/2016
 Dated 28/08/2016
 SECRETARY
 Village Panchayat
 Sangolli, Tal. Sangolli

APPROVED
 FOR
 DEVELOPMENT PERMISSION
 Regd. Order No. M.P.D.A./7-D-15/2016-17/462
 Date: 28/08/2016
 MEMBER SECRETARY



S.No.53



3/ *[Signature]*
 3/ *[Signature]*
 3/ *[Signature]*



Office of Sub-Registrar Mormugao

Government of Goa

Print Date & Time : 12-07-2017 11:47:08 AM

Document Serial Number : 1174




Presented at 10:20:00 AM on 12-07-2017 in the office of the Sub-Registrar(Mormugao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	285000.00
2	Processing Fees	180.00
	Total :	285180.00

Stamp Duty Required: 380000.00

Stamp Duty Paid: 380100.00




Mr. Marcus Dias presenter

Name	Photo	Thumb Impression	Signature
Mr. Marcus Dias, S/o Shri Vicentinho Luis Dias, Married, Indian, age 45 Years, Business, r/o Second Floor, Melissa Portview, Near El-Monte Theatre, Desterro, Vasco da Gama Goa.			




Endorsements

Executant




1 . Mrs. Maria Augusta Herminia Mascarenhas, D/o Late Joao Teotónio Flaviano Mascarenhas, Married, Indian, age 71 Years, House-Wife, r/o H.No.1232, Mazilwado, Benaulim, Goa. For self and as POA for confirming party No.3 and 3A vide POA dated 26.08.2011 duly executed before Notary public, State of New York

Photo	Thumb Impression	Signature
		

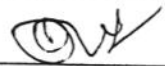
2 . Mr. Joaquim Honorato De Jose Velho, S/o Mr. Jose Inacio Do Rosario Velho, Married, Indian, age 73 Years, retired, r/o H.No.1232, Mazilwado, Benaulim, Goa.

Photo	Thumb Impression	Signature
		

3 . Mr. Marcus Dias, S/o Shri Vicentinho Luis Dias, Married, Indian, age 45 Years, Business, r/o Second Floor , Melissa Portview, Near El-Monte Theatre, Desterro, Vasco da Gama Goa.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv. A. Suresh Rao , S/o Subba Rao, Married, Indian, age 51 Years, Advocate, r/o Vasco da Gama Goa.	

Scanned By:-


Sub-Registrar
SUB - REGISTRAR
MORMUGAO

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Certified that mutation fees of Rs. 2500/-
has been paid vide challan no. 201700503599
dt. 12/07/2017.


SUB - REGISTRAR
MORMUGAO

Book-1 Document
Registration Number MOR-BK1-01153-2017
CD Number MORD22 on
Date 13-07-2017

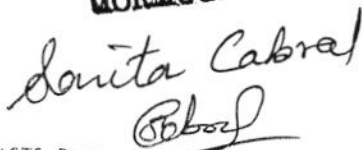


Sub-Registrar (Mormugao)

Scanned By:-

**SUB-REGISTRAR
MORMUGAO**

Signature:-



Designed and Developed by C-DAC, ACTS, Pune