

For CITIZENCREDIT™  
Co-operative Bank Ltd.

*Heutech*  
Authorised Signatory

(Rupees Two lakhs sixty seven thousand only)

CITIZEN CREDIT CO-OPERATIVE  
BANK LTD  
SAPANA BEHNER CO-OP. HSG SOCIETY LTD  
ST. JOSEPH ROAD, BORDA,  
MARGAO - GOA 403 002

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

भारत 06994  
163429



भारत  
INDIA

NON JUDICIAL गोंय  
NOV 14 2013

16:48

R.0267000/- PB7223

STAMP DUTY

GOA

Name of Purchaser... *De' Homes Creators*

CITIZENCREDIT™  
Co-operative Bank Ltd.

*Heutech*  
Authorised Signatory

(Rupees forty four thousand five hundred only)

CITIZEN CREDIT CO-OPERATIVE  
BANK LTD  
SAPANA BEHNER CO-OP. HSG SOCIETY LTD  
ST. JOSEPH ROAD, BORDA,  
MARGAO - GOA 403 002

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

भारत 07006  
164424



भारत  
INDIA

NON JUDICIAL गोंय  
NOV 15 2013

11:29

R.0044500/- PB7223

STAMP DUTY

GOA

Name of Purchaser... *De' Homes Creators*

*5175*  
*18/11/2013*



## DEED OF SALE

x *Edias*  
x *Edias*  
x *F. D' Souza*

x *Jaama*

Contd .....2

*Amal*

THIS DEED OF SALE is executed at Mapusa, Taluka and Registration Sub - District of Bardez, State of Goa, on this 18<sup>th</sup> day of the month of November of the Year Two Thousand and Thirteen (2013).

B E T W E E N

- (1). MRS. BENEDICTA FRANCISCO DIAS alias MRS. BENEDICTA D'SOUZA E DIAS, daughter of late Mr. Joaquim Rosario De Souza, aged 67 years, Indian National, holding PAN NO. AAHPD6659F issued by the Income Tax Department and (2). MR. FRANCISCO TIMOTIO DIAS, alias TIMOTEO DIAS, husband of Mrs. Benedicta Francisco Dias, aged 61 years, Indian National, holding PAN NO. AAIPD4252D issued by the Income Tax Department both residents of Mumbai, (3). MS. FLORA D'SOUZA, daughter of Late Mr. Joaquim Rosario De Souza, aged 61 years, Indian National, PAN NO. AJTPD3281G issued by the Income Tax Department resident of Mumbai, (4). MRS. JOYCE D'SOUZA E MASCARENHAS alias MRS. JOYCE W. MASCARENHAS, daughter of Late Mr. Joaquim Rosario De Souza, aged 64 years, Indian National, PAN NO. APPPM1403H issued by the Income Tax Department (5). MR. WALTER MASCARENHAS also known as MR. WALTER HILARY MASCARENHAS, husband of Mrs. Joyce D'Souza, aged 68 years, Indian National, PAN NO. ABM5264D issued by the Income Tax Department both residents of Mumbai, (6). MR. JAMES JOHN D' SOUZA also known as MR. JAMES D'SOUZA alias JAIME JOHAN DE SOUZA, aged 59 years, retired, Person of Indian Origin holding Overseas Citizen of India Card No. AO988247, not holding PAN CARD and his wife (7) MRS. DEBBIE JUSTINA ANNE D'SOUZA alias MRS. DEBBIE D'SOUZA, aged 51 years, service, Person of Indian Origin holding Overseas Citizen of India Card No. AO988248, not holding PAN CARD, both residents of 10431A - No. 1 Road, RICHMOND BC V7E/S3, Canada, jointly called or referred to as the VENDORS (which expression shall unless repugnant to the context of meaning thereof shall be deemed to include their legal heirs, representatives, successors, administrators and assigns) of the FIRST PART;

...3/-

x b dias

x Dias

x J. D'Souza

x f. b. m. s.

x [Signature]

AND

M/S DE HOMES CREATORS, a Partnership Firm, vide Deed of Partnership dated 25.09.2013, duly registered before the Registrar of Firms, under the Indian Partnership Act, under No. MGO-F229-2013, read alongwith Deed of Rectification dated 15.11.2013 duly executed before the Notary R. M. LOTLIKAR under his registration No. 7760/2013, dated 15.11.2013 having its Head Office at Ahilya Vishnu Building, 2<sup>nd</sup> Floor, New Market, Margao, Salcete, Goa, having PAN card No. AAJFD7976R, represented herein by the authorized partner MR. VISHNU DIGAMBAR AMONKAR, son of Mr. Digambar Amonkar, aged 40 years, married, Civil Engineer, holder of PAN Card No. AEZPA9843C, resident of Ahilya Vishnu Building, New Market, Margao, Salcete, Goa, vide Resolution dated 09.10.2013, hereinafter referred to as the PURCHASERS (which expression shall unless it be repugnant to the context or meaning therefore be deemed to include other partners, successors, administrators and assigns) of the SECOND PART;



WHEREAS the member under serial no. 4 of the VENDORS viz. MRS. JOYCE D'SOUZA E MASCARENHAS and 5 viz. MR. WALTER MASCARENHAS, are represented by their duly constituted attorney under serial No. 3 of the VENDORS, vide Power of Attorney dated 31.10.2013, duly executed before the Notary J.D RAWAL, Greater Mumbai under his registration No. 2004 dated 31.10.2013 (a certified copy whereof is submitted to the Sub - Registrar of Bardez at the time of registration, under the Indian Registration Act);

AND WHEREAS the member under serial no. 7 viz. MRS. DEBBIE JUSTINA ANNE D'SOUZA of the VENDORS is represented by her duly constituted attorney under serial No.6 viz. MR. JAMES JOHN D' SOUZA vide Power of Attorney dated 15.10.2013, duly registered before the Consulate General of India, Vancouver, Canada under No. VAN LED No. 4117 dated 16.10.2013

...4/-

x bdi as

x Lliar

x F. D'Souza

x Javoure

x [Signature]

and thereafter duly endorsed under sec. 32 of the Indian Stamps Act, by the Additional Collector of North Goa, India, dated 23.10.2013 (a certified copy whereof, is submitted to the Sub -Registrar of Bardez at the time of registration, under the Indian Registration Act);

AND WHEREAS there exists an immovable property in which exists a residential house bearing Municipal H.No. 325/4, situated in the city of Mapusa, within the jurisdiction of Mapusa Municipal Council, bearing old Cadastral Survey No. 1751, surveyed under Chalta No. 14 of P.T. Sheet No. 99 of the City Survey of Mapusa, admeasuring an area of 1057 sq. mts., fully described in the SCHEDULE, hereunder and marked as annexure A with boundaries marked and coloured in red, hereinafter referred to as the SAID PROPERTY;

AND WHEREAS the SAID PROPERTY originally belonged to Joaquim Rosario de Souza alias Joaquim Floriano D'Souza who was the late father of the VENDORS 1, 3, 4 and 6;

AND WHEREAS the SAID PROPERTY came to be allotted by way of auction to one Mrs. Marta Leocadia de Souza, who was also known as Marta L. de Souza, by virtue of an Inventory Proceedings No. 17/68, conducted and finalized by the Court of the Civil Judge of Bardez, vide Order dated 07.12.1977, which was initiated by her upon the death of the said Joaquim Rosario de Souza;

AND WHEREAS the SAID PROPERTY came to be allotted to the VENDORS, herein by virtue of an Inventory Proceedings bearing No. 326/2009/B, conducted and finalized by the Court of the Civil Judge Senior Division at Mapusa, Goa, vide Order dated 27.04.2011, which proceedings were initiated by the Vendor No. 6, upon the death of their mother Marta L. de Souza;

...5/-

x *bdias*

x *Dias*

x *F. D'Souza*

x *fatense*

x *Amal*

AND WHEREAS the VENDORS under serial No. 2, 5 and 7 are the spouses of the VENDORS under serial No. 1, 4 and 6 and are therefore necessary parties to this Deed of Sale, being governed under Regime of General Communion of Assets, under the Portuguese Civil Code, which is the law prevalent in the State of Goa;

AND WHEREAS the PURCHASERS have approached the VENDORS to purchase the SAID PROPERTY for a total Sale consideration of Rs. 89,00,000/- (Rupees Eighty Nine Lakhs Only), which constitutes the fare market value of the SAID PROPERTY;

AND WHEREAS the VENDORS have considered the proposal of the PURCHASERS and have agreed to sell the SAID PROPERTY to the PURCHASERS;

AND THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:-

1. THAT, in pursuance of the above agreement and in consideration of the selling price of Rs. 89,00,000/- (Rupees Eighty Nine Lakhs Only) paid by the PURCHASERS to the VENDORS, the VENDORS do hereby admit and confirm the receipt, in the following manner:
  - a. Rs. 22,00,000/- (Rupees Twenty Two Lakhs Only) vide Demand Draft/Mangers Cheque bearing No. 000739, dated 14.11.2013, HDFC bank, Margao Branch in favour of the member under serial no. 1 of the VENDORS viz. Benedicta E Dias.
  - b. Rs. 22,00,000/- (Rupees Twenty Two Lakhs Only) vide Demand Draft bearing No. 001104, dated 14.11.2013, HDFC bank, Margao Branch in favour of the member under serial no. 4 of the VENDORS viz. Mrs. Joyce D'Souza E Mascarenhas;

x bdi as  
x Dias  
x F. D'Souza  
x Mascarenhas

...6/-  
x And



- c. Rs. 23,00,000/- (Rupees Twenty Three Lakhs Only) vide Demand Draft bearing No. 001105, dated 14.11.2013, HDFC bank, Margao Branch in favour of the member under serial no. 3 of the VENDORS viz. Mrs. Flora D'Souza
- d. Rs. 22,00,000/- (Rupees Twenty Two Lakhs Only) vide Cheque bearing No. 000001 dated 18.11.2013 HDFC Bank, Margao Branch, in favour of the member under serial no. 6 of the VENDORS viz. MR. JAMES D'SOUZA

and therefore, the VENDORS do hereby SELL, GRANT, ASSIGN, TRANSFER, RELEASE, CONVEY AND ASSURE unto the PURCHASERS by way of ABSOLUTE SALE, the SAID PROPERTY and every part thereof described in SCHEDULE, hereunder and identified in the plan annexed to this Deed of Sale in red colour, which plan forms an integral part of this Deed of Sale together with all the benefits, structures, advantages, concessions, licenses, approvals, clearances, trees, fences, ways, water courses, liberties, privileges and easements and all other appurtenances whatsoever of the VENDORS, alongwith all the shares, rights, title, interests, property claims, estate and demand whatsoever of the VENDORS unto the PURCHASERS, so that the PURCHASERS shall HOLD, HAVE, ENJOY AND POSSESS, the same, ABSOLUTELY AND FOREVER.

2. AND THAT, the PURCHASERS shall hereafter peacefully and quietly hold, use and enjoy the SAID PROPERTY as its own chattel and property without any hindrance, interruption, claim or demand by or from the VENDORS or any other person or persons whosoever claiming and demanding any right, title, interest in the SAID PROPERTY or any part thereof through the VENDORS or any other person or persons as Co-owners along with the VENDORS.

....7/-

x *bdias*

x *Rdias*

x *J. D'Souza*

x *Jasouza*

x *Amal*

3. That the VENDORS hereby covenant with the PURCHASERS as under:-

- a. That the VENDORS are the sole and exclusive owners of the SAID PROPERTY, which is free from lien, charge, mortgage, lease, court order or other attachments, lis-pendens, land acquisition and requisition proceedings, minor's claim or any other adverse proceedings from third parties which are any way detrimental to the interest of the VENDORS and that no person other than the VENDORS have any right, title or interest of any nature whatsoever in the SAID PROPERTY.

That the SAID PROPERTY is in the exclusive enjoyment and possession of the VENDORS.

That the VENDORS shall and will from time to time do and execute or cause to be done or executed all such lawful acts, deeds and things which are legally or reasonably required to be done at the instance, request and cost of the PURCHASERS, for comprehensively and perfectly assuring the right, title and interest of the PURCHASERS in the SAID PROPERTY herein sold and conveyed or any part thereof and placing it in possession of the PURCHASERS according to the true intent and meaning of these presents, that shall or may be reasonably required and the PURCHASERS, shall bear such expenses.

- d. That the VENDORS hereby indemnify and undertake that the VENDORS shall keep the PURCHASERS or its successors-in-title fully indemnified against any loss or liability cost or any claims, penalties, actions, legal proceedings, if any, that may arise at any time in future, before any judicial, quasi-judicial, statutory, local or any other governing authority in respect of the SAID PROPERTY and/or which may be initiated or instituted by anybody or person or persons owing to any defect

x *bdias*  
x *Alca*  
x *F. D'Souza*  
x *insane*

...8/-  
x *Amal*

in, or for want of clear and marketable title as held and declared herein by the VENDORS or due to any violation or non compliance of any of the declarations or covenants herein, by the VENDORS.

- e. That the VENDORS will hand over to the PURCHASERS, all the documents in original that establish their title to the SAID PROPERTY.

5. AND THAT, the PURCHASERS shall after this purchase be the exclusive owner in title and possession of the SAID PROPERTY, fully described in SCHEDULE hereunder, for all legal purposes and effects, hereafter.

AND THAT, the VENDORS do hereby give their irrevocable No - Objection to the PURCHASERS for carrying out the Mutation of survey records of the SAID PROPERTY surveyed under Chalta No. 14 of P.T. Sheet No. 99, of City Survey Mapusa, Goa, in terms of the Land Revenue Code.

7. That the VENDORS and the PURCHASERS hereby declare that they do not belong to the Schedule Tribe or Schedule Cast pursuant to the Notification under No. RD/Land/LRC/318/77, dated 21.08.1978.
8. The market value of the SAID PROPERTY is valued at Rs. 89,00,000/- (Rupees Eighty Nine Lakhs Only), which is also the market value and the stamp duty of Rs. 3,11,500/- (Rupees Three Lakhs, Eleven Thousand, Five Hundred Only), is accordingly paid herewith, in full and final settlement of the Stamp duty, in respect of this transfer.

....9/-

x bdi as

x Dias

x F. A. Souza

x for Souza

x Am



THE VENDORS:-



1.

*bdias*

MRS. BENEDICTA FRANCISCO DIAS

alias MRS. BENEDICTA D'SOUZA E DIAS



LEFT HAND FINGER IMPRESSIONS



RIGHT HAND FINGER IMPRESSIONS

...11/-

x *bdias*

x *Dias*

x *F. D'Souza*

x *freassa*

x *Amal*



2.

*Elias*

MR. FRANCISCO TIMOTIO DIAS  
alias TIMOTEO DIAS



LEFT HAND FINGER IMPRESSIONS



RIGHT HAND FINGER IMPRESSIONS

x *bdias*  
x *Elias*  
x *F. D'Souza*  
x *perse*

....12/-

x *Wm*



3.

*F. D'Souza*

**MS. FLORA D'SOUZA**

For self and as duly constituted attorney  
for the members under serial No. 4 and 5  
of the VENDORS



**LEFT HAND FINGER IMPRESSIONS**



**RIGHT HAND FINGER IMPRESSIONS**

x *Indias*  
x *Indias*  
x *F. D'Souza*  
x *Indias*

...13/-

*Amal*



6.

*Signature*  
MR. JAMES D'SOUZA alias  
JAIME JOHAN DE SOUZA

For self and as duly constituted attorney  
for the member under serial no. 7 of the  
VENDORS.



LEFT HAND FINGER IMPRESSIONS



RIGHT HAND FINGER IMPRESSIONS

x. bdi as  
x. *Drais*  
x. F. D'Souza

x. *fasense*

... 14/-

x. *Amel*

**THE PURCHASERS:-**

For and on behalf of  
M/S DE HOMES CREATORS,  
A PARTNERSHIP FIRM



1.   
**MR. VISHNU DIGAMBAR AMONKAR**




**LEFT HAND FINGER IMPRESSIONS**



**RIGHT HAND FINGER IMPRESSIONS**

...15/-

x *Idias*  
x *Idias*  
x *J. D'Souza*  
x *Idias*

x 

WITNESSES:-

1. *Satka* Sarvesh Katkar
2. *[Signature]* Helroy Rago

x *bdias*

x *[Signature]*

x *F. D'Souza*

x *[Signature]*

x *[Signature]*







GOVERNMENT OF GOA

Directorate of Settlement and Land Records

Inspector of Survey and Land Records, Mapusa

PLAN

Showing plots situated at

Mapusa city Of Bardez Taluka

P.T. Sheet No. 99 / Chalta No. 14

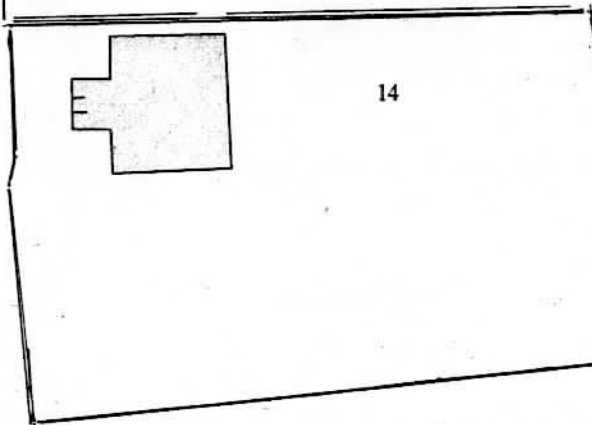
Scale 1:500



*Dilipant*  
Inspector of Surveys &  
Land Records  
City Survey Mapusa



13



14

15 VENDORS :

*Indias*  
*ZQCS*  
*J. D'Souza*  
*Asson*

PURCHASER:

*Amal*

*[Signature]*

Computer Print Generated By

On 11-10-2013

*Sirvika*  
Compared by :  
*ES*



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 18-11-2013 11:47:41 AM

Document Serial Number : 5175




Presented at 10:45:00 AM on 18-11-2013 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	267000.00
2	Processing Fees	460.00
	Total :	267460.00

Stamp Duty Required: 311500.00

Stamp Duty Paid: 311500.00



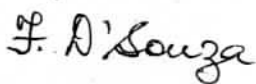
Vishnu Digambar Amonkar presenter

Name	Photo	Thumb Impression	Signature
Vishnu Digambar Amonkar, s/o Digambar Amonkar , Married, Indian, age 40 Years, Civil Engineer, r/o Ahilya Vishnu Building New Market Margao Salcete Goa Authorised Partner of M/s De Homes Creators a partnership firm office Ahilya Vishnu Building, 2nd floor New market Margao Salcete Goa having pan No. AAJFD7976R, vide Resolution dated 9.10.2013			

Endorsements

Executant




1 . Flora D'souza, d/o Late Joaquim Rosario De Souza, UnMarried, Indian, age 61 Years, Retd, r/o Mumbai Pan No. AJTPD3281G for Self as Vendor No 3 and POA for Vendor No 4 and 5 vide POA dated 31.10.2013 executed before Notary J.D Rawal Greater Mumbai under Reg No. 2004

Photo	Thumb Impression	Signature
		

2 . James John D'souza alias James D'souza alias Jaime Johan De Souza, s/o Joaquim Rosario De Souza, Married, Canadian national National of Overseas Citizen of India, age 59 Years, Retd, r/o 10431A No 1 Road Richmond BC V7E/53 Canada For Self as Vendor No. 6 and POA for Vendor No 7 Vide POA dated 16.10.2013 before Consulate General of India Vancouver Canada and Duly stamped before Additional Collector of North Goa India dated 23.10.2013

Photo	Thumb Impression	Signature
		

3 . Benedicta Francisco Dias alias Benedicta D'Souza E Dias, d/o Late Joaquim Rosario De Souza, Married, Indian, age 67 Years, RETd, r/o Mumbai Pan No. AAHPD6659E

Photo	Thumb Impression	Signature
		

4 . Francisco Timotio Dias alias Timoteo Dias, s/o Domingos Santana Dias, Married, Indian, age 61 Years, Retd, r/o Mumbai Pan No. AAIPD4252D

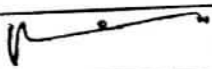

Photo	Thumb Impression	Signature
		

5 . Vishnu Digambar Amonkar, s/o Digambar Amonkar, Married, Indian, age 40 Years, Civil Engineer, r/o Ahilya Vishnu Building New Markat Margao Salcete Goa Authorised Partner of M/s De Homes Creators a partnership firm office Ahilya Vishnu Building, 2nd floor New market Margao Salcete Goa having pan No. AAJFD7976R, vide Resolution dated 9.10.2013

Photo	Thumb Impression	Signature
		

Identification

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Sr No.	Witness Details	Signature
1	Melroy Rego , S/o late A.L V. Rego, Married, Indian, age 62 Years, Retd, r/o H.No. 201 Sabarmati Apt., IC Colony Boravali West Mumbai 400103	
2	Sarvesh Katkar , S/o Dinanath Katkar, UnMarried, Indian, age 31 Years, Civil Engineer, r/o H.No.248 Calangute Bardez Goa	

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Registrar  
SUB-REGISTRAR  
BARDEZ



Book-1 Document  
Registration Number BRZ-BK1-05209-2013  
CD Number BRZD583 on  
Date 18-11-2013

Sub-Registrar (Bardez)

**SUB-REGISTRAR  
BARDEZ**

Scanned By:-

Signature:-



and Developed by C-DAC, ACTS, Pune

*Delivered by*  
*22/11/13*