

(₹ TWO LAKH FORTY THOUSAND ONE HUNDRED ONLY)

FOR CITIZEN CREDIT
CO-OP BANK LTD

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AUTHORISED SIGNATORY

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 802

D-5/STP(V)/C.R./35/33/2011-RD

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NON JUDICIAL गोवा
OCT 18 2016

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R 0240100/- PB7122

सत्यमेव जयते
INDIA

STAMP DUTY

GOA

Name of Purchaser: MARCUS DIAS

MARCUS DIAS

1976/16
180000/-



DEED OF SALE


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This DEED OF SALE is made and executed at VASCO DA GAMA, GOA on this 19th October of the year Two Thousand Sixteen (19.10.2016)

BY AND BETWEEN



1. MRS. MARIA AUGUSTA HERMINIA MASCARENHAS, daughter of late Joao Teotonio Flaviano Mascarenhas, aged 71 years, housewife, with PAN Card No. AARPM8260B and her husband 1A. MR. JOAQUIM HONORATO DE JOSE VELHO, son of Mr. Jose Inacio Do Rosario Velho, aged 73 years, retired, with PAN Card No. AAHPV2116K, both residents of House No. 1232, Mazilwado, Benaulim, Goa 2. MRS. MARIA HELENA DOROTEIA MASCARENHAS, daughter of late Joao Teotonio Flaviano Mascarenhas, aged 69 about, housewife, with PAN Card No. BRJPM1004R, and her husband 2A. MR. ALEXANDRE FRANCISCO ARAUJO, son of late Joao Isidoro Anastasio Valentino Araujo, aged 75 years, retired, with PAN Card No. APCPA6045E, both residents of 102-35, 64th Road, Forest Hills, New York 11375 hereinafter jointly called the 'VENDORS' (which expression shall mean and include their respective heirs, representatives, successors and assigns) the VENDORS 2 and 2A are represented in this Deed by their duly constituted Attorney MRS. MARIA AUGUSTA HERMINIA MASCARENHAS, vide General Power of Attorney dated 26.08.2011 duly executed before Notary Public, State of New York of the ONE PART;

AND


2. MR. MARCUS DIAS, son of Shri Vicente Dias, aged 44 years, businessman, with PAN Card No. AGUPD5075G, 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 OTHER PART.

The above parties are Indian Nationals



WHEREAS the VENDORS are the exclusive owners-in-possession and otherwise entitled to ALL THAT distinct, separate, well delineated Plot admeasuring an area of 4849.00 (Four Thousand Eight Hundred Forty Nine) square meters which is more particularly described in SCHEDULE - II hereunder written and better shown delineated in red colour boundary lines in the plan annexed hereto in the larger property surveyed under survey No. 44/6-A of Sancoale Village (hereinafter referred to as the "SAID PLOT") 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. 44/6-A of Sancoale Village admeasuring an area of 24475.00 square metres which is more particularly described in SCHEDULE - I hereunder written (hereinafter referred to as the "SAID PROPERTY").

AND WHEREAS there existed the property totally admeasuring an area of about 29,300.00 square metres 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. 44/6 of Sancoale Village.

AND WHEREAS the aforesaid property originally is seen recorded in the name of Mr. Domingo Minguel Carvalho and Mr. Joao Teotonio F. Mascarenhas (besides one house belonging to Maria Cruz) 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, Mrs. Maria Helena Doroteia Mascarenhas alongwith the name of Mr. Domingo Minguel Carvalho is seen recorded in Form I & XIV thereof.

AND WHEREAS the aforesaid owners Mrs. Maria Augusta Herminia Mascarenhas and Mrs. Maria Helena Doroteia Mascarenhas filed mutation application before The Talathi Sancoale Saza, Mormugao in the year 2005 and thereafter they have also filed case for partition of their holding to an extent of 24475.00 square metres under Case No. LRC/PART/35/07 before the Dy Collector/SDO, Mormugao at Vasco da Gama.

AND WHEREAS earlier vide Order dated 08.06.2008 and then thereafter confirmed vide Order dated 11.11.2008 and Corrigendum dated 19.05.2009 passed by the Dy. Collector/SDO, Mormugao, Vasco da Gama, the aforesaid larger property was partitioned and was confirmed wherein inter alia portion of the aforesaid larger property admeasuring to an extent of 24475.00 square metres was allotted under new Survey number being 44/6-A of Sancoale Village (being the SAID PROPERTY) wherein the name of the aforesaid owners Mrs. Maria Augusta Herminia




Mascarenhas and Mrs. Maria Helena Doroteia Mascarenhas is seen recorded under the column 'Name of the Occupant' to an extent of 24475.00 square metres besides earlier Survey No. 44/6 of Sancoale Village with an area of 4825.00 square meters is shown recorded in the name of 'Domingo Minguel Carvalho'.


AND WHEREAS accordingly two separate Form I and XIV were issued one in the name of Mrs. Maria Augusta Herminia Mascarenhas and Mrs. Maria Helena Doroteia Mascarenhas in respect of Survey No. 44/6-A of Sancoale Village and the second Form I and XIV was issued in the name of Mr. Domingo Minguel Carvalho in respect of Survey No. 44/6 of Sancoale Village.

AND WHEREAS the aforesaid VENDORS 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 - II hereunder written and better shown delineated in red boundary line in the plan annexed hereto for the total price consideration of Rs. 60,00,000/- (Rupees Sixty Lakh 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 Rs. 60,00,000/- (Rupees Sixty Lakhs only) out of which an amount of Rs. 40,00,000/- paid vide four cheques for Rs. 7,50,000/- each, bearing Nos. 165379, 165380, 165381, 165382 and two cheques for Rs. 5,00,000/- each bearing Nos. 031009 and 031010 all drawn on Saraswat Bank, Vasco Branch, was paid earlier and balance amount of Rs. 20,00,000/- is paid vide three cheques being Cheque No. 172281 for Rs. 10,00,000/-, No. 172282 for Rs. 5,00,000/- and No. 172283 for Rs. 5,00,000/-, drawn on IDBI Bank, Vasco Branch thus being the entire consideration agreed upon and paid by the



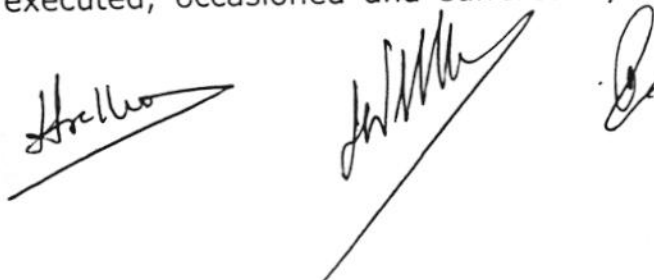


PURCHASER to the VENDORS (the receipt whereof the VENDORS hereby, jointly and severally, admit and acknowledge and give full discharge of the same to the PURCHASER) whereupon the VENDORS do hereby grant, convey, sell, transfer, assign and assure unto the use of the PURCHASER ALL THAT the SAID PLOT admeasuring an area of 4849:00 (Four Thousand Eight Hundred Forty Nine) square metres surveyed under No. 44 Sub Division 6-A of Sancoale village which is more particularly described in SCHEDULE - II hereunder written and better shown delineated in red boundary line in the plan annexed hereto 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 which is being zoned under settlement area 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

(c) 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.

Heller *[Signature]* *[Signature]*

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.

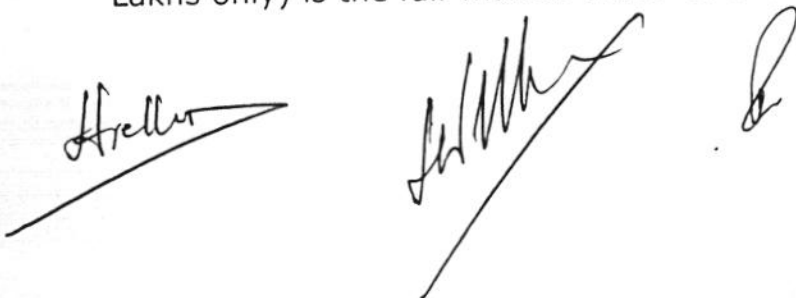
f. That the VENDORS hereby convey their absolute no objection for the inclusion of the name of the PURCHASER in the Survey Records including Form I and XIV, to cause mutation and such steps as may be required, so as to record the SAID PLOT solely in the name of the PURCHASER.

g. The VENDORS 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 PURCHASER hereby declare that he shall be bound to purchase by separate deed remaining portion/part of the aforesaid larger property of the same Survey No. 44/6-A of Sancoale Village and the adjoining property under Survey No. 43/5 of Sancoale Village at mutually agreed terms.

5. 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 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. 60,00,000/- (Rupees Sixty Lakhs only) is the fair market value of the SAID PLOT.



SCHEDULE - I

ALL THAT 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. 44/6-A of Sancoale Village totally admeasuring an area of 24475.00 square metres and the said property is bounded as under :



On the North:- By property under Survey No. 44/6 of Sancoale Village

On the South:- By property surveyed under 44/7 of the Sancoale Village

On the East:- By property surveyed under 45/1 of the Sancoale Village

On the West:- By public road belonging to PWD.

SCHEDULE - II

ALL THAT distinct, separate, well delineated Plot admeasuring an area of 4849.00 (Four Thousand Eight Hundred Forty Nine) square meters which is better shown delineated in red colour boundary line in the plan annexed hereto surveyed under survey No. 44/6-A of Sancoale Village which property is part and parcel of the larger property which is more particularly described in SCHEDULE - I hereinabove written and the aforesaid Plot is bounded as follows:

North : By Property under Survey No. 44/6 of Sancoale Village

South : Partly by property under survey No. 44/7 of the Sancoale Village and partly by Plot No. 1 being property owned by Mr. Gasper F. Fernandes and Mr. Caitano A. Fernandes

East : By remaining portion of the same property under Survey No. 44/6-A

West : Partly by public road and partly Plot No. 1 being property owned by Mr. Gasper F. Fernandes and Mr. Caitano A. Fernandes.

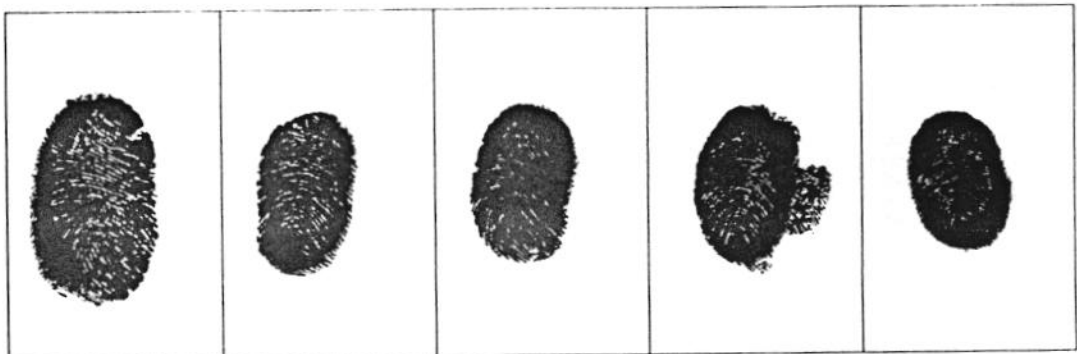
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED
THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS IN
THE PRESENCE OF TWO WITNESSES ON THE DAY, YEAR AND
PLACE FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
by the within named VENDORS
MRS. MARIA AUGUSTA HERMINIA
MASCARENHAS for self and as
duly constituted Attorney for the
VENDORS No. 2 and 2A

Hoellw



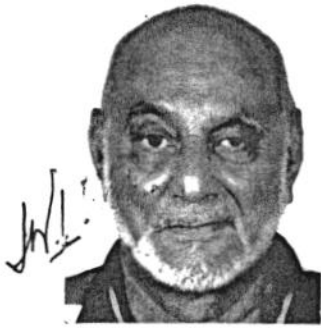
Left Hand Finger Prints



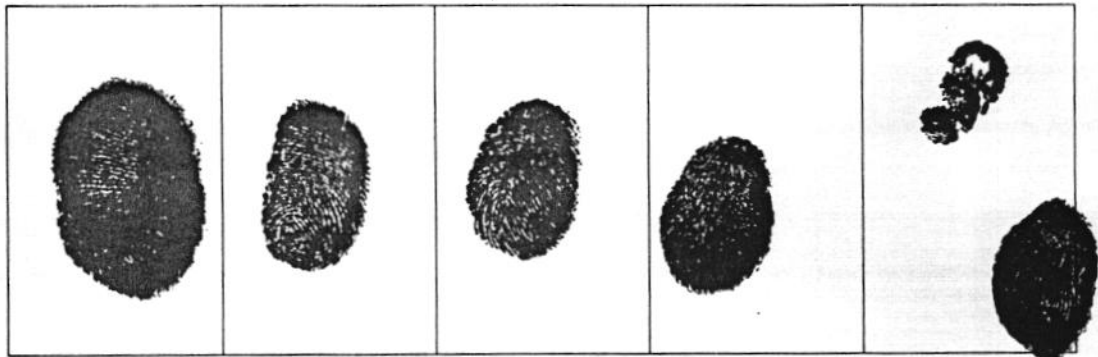
Right Hand Finger Prints

Hoellw *W. M.* *D*

Mr. Joaquim Honorato De Jose Velho



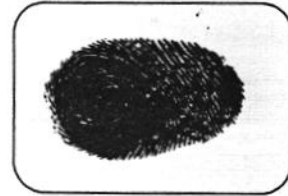
Left Hand Finger Prints



Right Hand Finger Prints

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



Left Hand Finger Prints



Right Hand Finger Prints

WITNESSES:-

1. Tiburcia Pereira

Turmas

2. Mayashri. Godimani

Godimani

Holler W/M Sc



Office of Sub-Registrar Mormugao

Government of Goa

Print Date & Time : 19-10-2016 12:34:57 PM

Document Serial Number : 1976




Presented at 11:47:00 AM on 19-10-2016 in the office of the Sub-Registrar(Mormugao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	180000.00
2	Processing Fees	400.00
	Total :	180400.00

Stamp Duty Required: 240000.00

Stamp Duty Paid: 240100.00



Mr. Marcus Dias presenter

Name	Photo	Thumb Impression	Signature
Mr. Marcus Dias, S/o Shri Vicente Dias , Married, Indian, age 44 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 Teotonio Flaviano Mascarenhas, Married, Indian, age 71 Years, House-Wife, r/o H.No.1232, Mazilwado, Benaulim, Goa. For self and as POA for vendor No.2 and 2A 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 Vicente Dias, Married, Indian, age 44 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.	


Sub-Registrar

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

REGISTRAR
MORMUGAO

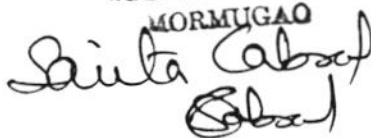
Book-1 Document
Registration Number MOR-BK1-01915-2016
CD Number MORD17 on
Date 21-10-2016



Sub-Registrar (Mormugao)

Scanned By:-

Signature:-

SUB - REGISTRAR
MORMUGAO


Designed and Developed by C-DAC, ACTS, Pune