

3076/11

HDFC BANK LTD
OPP. BABU NAIK HOUSE
AQUEM, ALTO
MARGAO-GOA-403 601

D-5/STP(V)/C.R./35/8/2006-RD(PART)

भारत 03006 NON JUDICIAL गोवा
177602 MAY 20 2011
13:02
Rs. 2700000/- PB6678
INDIA STAMP DUTY GOA

Name of Purchaser N. D. Naik.
For HDFC BANK LTD.

L. Viegas
Authorised Signatory
Aquem, Margao-Goa

Naraina Damodar Naik



DEED OF SALE

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This Deed of Sale is executed at Margao on this 30th day of May of the year 2011.

BY



- 1) Dr. Eduardo Pedro Borges, son of late Joao Filipe do Coracao de Jesus Borges, aged 54 years, Medical Practitioner, holder of PAN card no.AAEPB3259N and his wife,
- 2) Dr. Maria Macedo Borges, daughter of late Dr. Thomas Macedo, aged 43 years, Medical Practitioner, holder of PAN card no.AFJPB8415Q, both residents of Parel, Mumbai.
- 3) Mr. Filipe Carlos Borges, son of late Mr. Joao Filipe do Coracao de Jesus Borges, aged 51 years, Legal Practitioner, holder of PAN card no.AIMPB3716C and his wife,
- 4) Mrs. Alina Maria Borges, daughter of Amancio Fernandes, aged 40 years, housewife, holder of PAN card no.AGRPM0425A, both residents of Nuvem, Salcete, Goa, hereinafter called the "VENDORS OF THE FIRST PART".

IN FAVOUR OF

Saaket Builders & Developers a Partnership Firm having its office at N.D. Naik Building, V.N. Naik Road, Fatorda Margao, represented by its Managing Partner Shri. Narcinva Damodar Naik, son of Shri. Damodar N. Naik, aged 43 years, holder of personal PAN card no.ABPPN9144A (PAN card of Saaket Builders and Developers applied for) resident of Margao, Salcete, Goa, hereinafter called as the "PURCHASERS OF THE OTHER PART".

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All parties hereto being Indian Nationals and the expression VENDORS OF THE FIRST PART and PURCHASERS OF THE OTHER PART appearing hereinafter shall unless it be repugnant to the meaning or context thereof be deemed to mean and include their respective heirs, legal representatives, assigns etc.



Whereas there exists a property which has no special under no. 4955(Old Series), enrolled in the Land Revenue Roll under Matriz No.2211(Rustic) and 1486(Urban) and surveyed under Chalta Nos. 10 to 17, 28, 76 and 87 to 91, all of P.T. Sheet No. 74 of Margao City Surveyed and bounded as per land registration Records as follows, viz. East: by the property of Joaquim Sant'Anna da Silva, West: by the property of Roque Dias, North: by hill and South: by the property of Joaquim Mariano Collaco, which property is hereinafter referred to as "the said entire property".

Whereas the said entire property has been described in various documents referred to hereafter as being denominated as "Predio Urbano Consistente em Casas de Morada Com Seu Pateo e Quintal" and bounded as follows, viz. East: by the residential house and the property of the heirs of Ligorio Vas, house and property of Salvador do Rosario Albuquerque alias Satu and property of the heirs of Piedade Xavier de Menezes, West: by the property and house of the heirs of Roque Dias and Ligorio Vas and property of Joaquim Piedade Leopoldino de Andrade, North: by land of Afonso Maria Ligorio Araujo and South: by house and property and Rita Barreto e Pereira.

Whereas the said entire property formerly belonged to the late Alarico Patrocinio Gabriel Mascarenhas.

Whereas on the death of the said Alarico, Inventory Proceedings were held in the Court of Civil Judge Senior Division of Margao, it being Inventario No.15082/1956.

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Whereas the said entire property was described in the said Inventory under the item three. Whereas the partition effected in the said proceedings was decreed by Judgment dated 21.9.1963, which is already final.

Whereas in the partition effected in the said Inventory the entire property was allotted to the interested party Alzira Borges.

Whereas the said entire property is crossed by the Pe. Pedro Ferrao Road which divides it into the Northern and Southern portions.

Whereas the said Alzira Borges had during her lifetime, sold the Northern portion of the said entire property, which was lying to the North of the said Pe. Pedro Ferrao Road.

Whereas the said Alzira had by a Public Will dated 13.10.1980, recorded by the Notary Ex-Officio of Salcete at folio five onwards of the Book of Wills No.99, bequeathed the Southern portion of the said entire property lying to the South of the said Pe. Pedro Ferrao Road to her brother late Joao Filipe Do Coracao de Jesus Borges.

Whereas upon the death of the said Alzira Borges on 7.7.1990, a Deed of Succession and qualification of heirs was drawn up by the Sub-Registrar cum Notary Ex-Officio of Salcete Taluka taking into consideration the said Public Will dated 13.10.1980 the said Mr. Joao Filipe Do Coracao de Jesus Borges qualified as her only heir in respect of the Southern portion of the said entire property and consequently the Southern portion of the said entire property lying to the South of the said Pe. Pedro Ferrao Road thus came to be owned and possessed by late Joao Filipe Do Coracao de Jesus Borges together with his wife Maria Berta Anita Noronha Borges.



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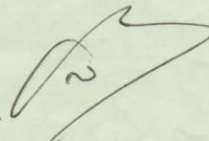
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Whereas the Southern portion of the property "Predio Urbano Consistente em Casas de Morada Com Seu Pateo e Quintal" described above, is surveyed under Chalta Nos.10 to 17 and 87 to 91 and 28 and 76 of P.T. Sheet No.74, and is bounded on the East by the property of Dionisio Paulo Fernandes, on the West by the property of the heirs of Romula Dias, on the North by Pe. Pedro Ferrao Road and on the South by the property of Agostinho Pereira and shall be hereinafter be referred to as the said Southern portion of the said entire property.

Whereas the said late Joao Filipe Do Coracao de Jesus Borges and his wife Maria Berta Anita Noronha Borges by Deed of Gift dated 7.3.2005 duly registered before the Sub Registrar of Margao under No.1639 at pages 312 to 322 of Book I, Volume 1796 gifted the Northern portion of the Southern portion of the said entire property to the VENDORS OF THE FIRST PART at serial nos. 1 and 3.

Whereas the northern portion of the said Southern portion of the said entire property has an area of 4415 sq.mts., contains an old residential house stands surveyed under Chalta nos. 10 to 17 and 87 to 91 of P.T. Sheet no. 74 and is bounded on the East by the property of Dionisio Paulo Fernandes (Chalta Nos.41 and 20 of P.T. Sheet No.63), on the West by the property of the heirs of Romula Dias (Chalta Nos.40 and 9 of P.T. Sheet No.63), on the North by Pe. Pedro Ferrao Road and on the South by the remaining portion of the said Southern portion of the said entire property (Chalta No.76 of P.T. Sheet No.74) and shall be hereinafter be referred to as the property hereby sold.

Whereas the PURCHASERS OF THE OTHER PART have approached the VENDORS OF THE FIRST PART and requested the VENDORS OF THE FIRST PART to sell to the PURCHASERS OF THE

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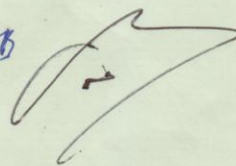
OTHER PART the property hereby sold, together with the residential house standing thereon.

Whereas the VENDORS OF THE FIRST PART have agreed to sell to the PURCHASERS OF THE OTHER PART the property hereby sold together with the residential house standing thereon for a total consideration amount of Rs.9,00,00,000/- (Rupees Nine Crores Only).

And whereas the parties are desirous of executing the present sale deed.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:

1- That in consideration of the total sum of Rs.9,00,00,000/- (Rupees Nine Crores Only) today paid by the PURCHASERS OF THE OTHER PART to the VENDORS OF THE FIRST PART by two separate cheques, one cheque for an amount of Rs. 4,50,00,000/- (Rupees Four Crores Fifty Lakhs only), dated 25.5.2011, bearing no.722501, drawn on Oriental Bank of Commerce Margao branch, favouring the VENDORS OF THE FIRST PART at serial no.1 and the other cheque for an amount of Rs. 4,50,00,000/- (Rupees Four Crores Fifty Lakhs only), dated 25.5.2011, bearing no.722502, drawn on Oriental Bank of Commerce, Margao branch, favouring the VENDORS OF THE FIRST PART at serial no.3 receipt of the whole amount of Rs.9,00,00,000/- (Rupees Nine Crores Only) which the VENDORS OF THE FIRST PART do hereby acknowledge as having being received the VENDORS OF THE FIRST PART do hereby SELL, TRANSFER AND CONVEY UNTO the PURCHASERS OF THE OTHER PART, the property hereby sold

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together with the said house described and identified as above together, with all the privileges, easements, rights and appurtenances whatsoever existing in the property hereby sold and the said house and hereby hand over quiet and peaceful possession of the said property hereby sold and the said house to the PURCHASERS OF THE OTHER PART, TO HAVE AND TO HOLD the same and UNTO and to use and benefit of the PURCHASERS OF THE OTHER PART absolutely and FOREVER and the VENDORS OF THE FIRST PART do hereby relinquish all their rights, title and interest in the property hereby sold and the said house old and conveyed by this conveyance by the VENDORS OF THE FIRST PART IN FAVOUR of the PURCHASERS OF THE OTHER PART.

2- The VENDORS OF THE FIRST PART do further covenant with the PURCHASERS OF THE OTHER PART that it shall be lawful for the PURCHASERS OF THE OTHER PART from time to time and at all times hereafter, to peacefully and quietly hold, enter upon, have occupy, possess and enjoy the property hereby sold and the said house hereby granted and all the privileges, easements, profits, rights and appurtenances whatsoever to the property hereby sold and the said house and every part thereof, to and for its own uses and benefits without interruption, lawful claim and/or lawful demand whatsoever from the VENDORS OF THE FIRST PART, or any other person(s).

3- The VENDORS OF THE FIRST PART do hereby agree to indemnify and keep indemnified the PURCHASERS OF THE OTHER PART and from and/or against all and any losses, damages, costs and expenses, which the PURCHASERS OF THE OTHER PART may be put to, incur and/or sustain, by reason of any lawful claim being made by

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anybody whomsoever to the property hereby sold and the said house and/or by reason of any defect in title of the VENDORS OF THE FIRST PART of the property hereby sold and the said house or by reason of the untruthfulness and/or inaccuracy of any representation made herein.



4- The VENDORS OF THE FIRST PART do hereby declare and assure unto the PURCHASERS OF THE OTHER PART and that there are no arrears of property taxes or any other taxes, dues, or levies of whatsoever nature remaining unpaid in respect of the property hereby sold and the said house. On and from the date hereof, the PURCHASERS OF THE OTHER PART shall pay all taxes and other due and outgoing payable to the Government and local authorities in respect of the property hereby sold and the said house and the VENDORS OF THE FIRST PART shall hereafter not be liable to pay such taxes and/or dues and/or outgoings.

5- The VENDORS OF THE FIRST PART do and each of them both agree and undertake, as and when called upon by the PURCHASERS OF THE OTHER PART to do, execute and/or perform all such further acts, deeds and things for the purpose of more perfectly conveying unto the PURCHASERS OF THE OTHER PART the property hereby sold and the said house hereby conveyed and/or for the purpose of recording and registering the property hereby sold and the said house in the name of the PURCHASERS OF THE OTHER PART in all government records including land survey and land revenue records and also under any Records and Rights.

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6- The VENDORS OF THE FIRST PART shall do any act, deed and things that may be necessary to transfer and perfect the title of the PURCHASERS OF THE OTHER PART to the property hereby sold and the said house including mutation and sub-division at the cost of the PURCHASERS OF THE OTHER PART.

7- The VENDORS OF THE FIRST PART have today handed over clear and vacant possession of the property hereby sold and the said house to the PURCHASERS OF THE OTHER PART.

8- The parties hereto state and declare that the market value of the said property and the said house is Rs.9,00,00,000/- (Rupees Nine Crores Only).

IN WITNESS WHEREOF this Deed of Sale is signed in presence of Witnesses on the day, month and the year herein above mentioned.

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VENDORS OF THE FIRST PART:

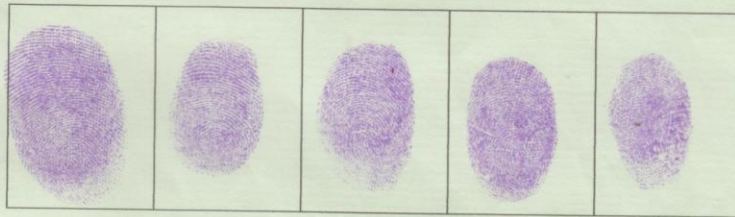


Signed, Sealed, Delivered
By the within named Vendor

Eduardo Pedro Borges
Dr. Eduardo Pedro Borges



Right hand Impression:



Left hand Impression:



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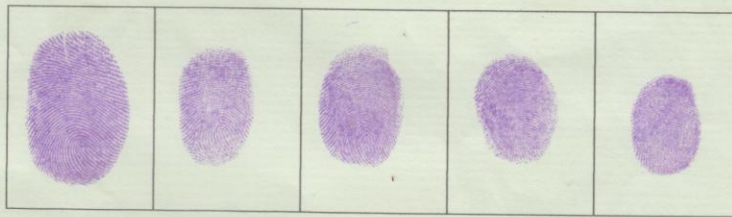
Signed, Sealed, Delivered
By the within named Vendor



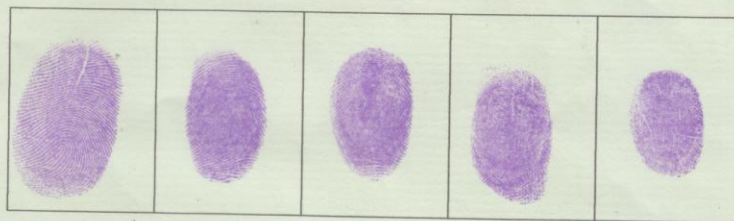
M. Borges
Dr. Maria Macedo Borges



Right hand Impression:



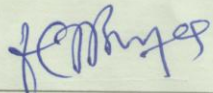
Left hand Impression:



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Signed, Sealed, Delivered
By the within named Vendor

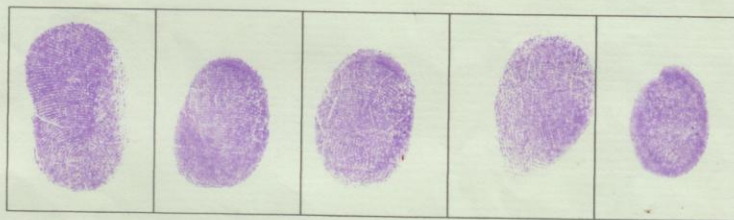



Mr. Felipe Carlos Borges

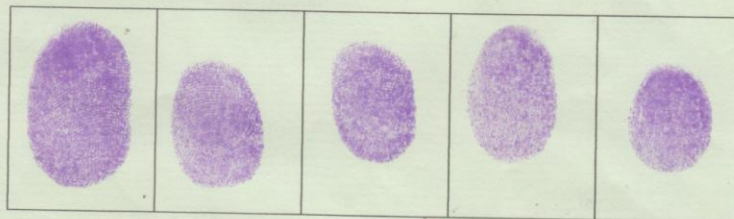




Right hand Impression:



Left hand Impression:

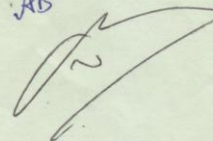


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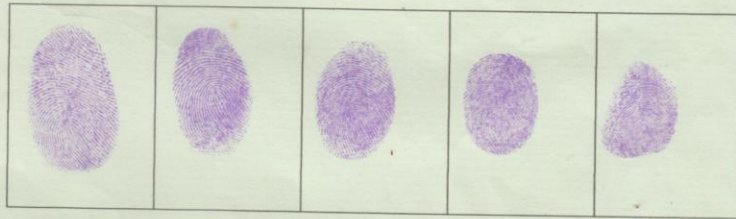
Signed, Sealed, Delivered
By the within named Vendor



Alina Borges
Mrs. Alina Maria Borges



Right hand Impression:



Left hand Impression:



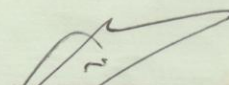
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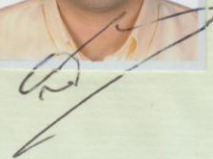
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PURCHASERS OF THE OTHER PART:

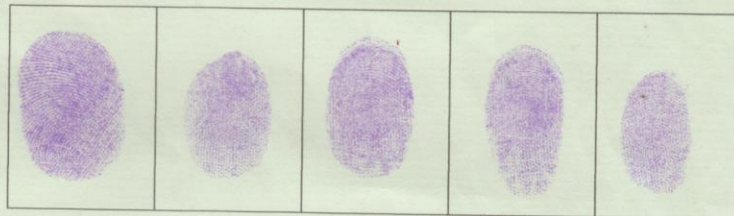
Signed, Sealed, Delivered
By the within named Purchaser



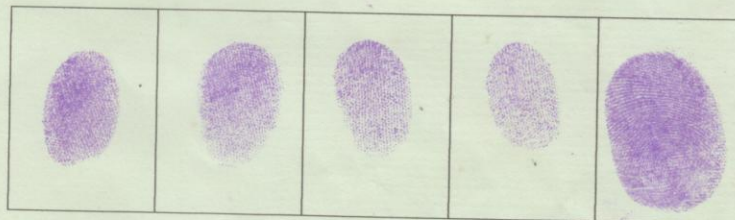

Shri. Narcinva Damodar Naik
Managing Partner of
Saaket Builders & Developers



Right hand Impression:



Left hand Impression:

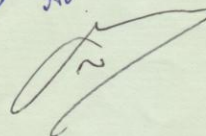


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WITNESSES:



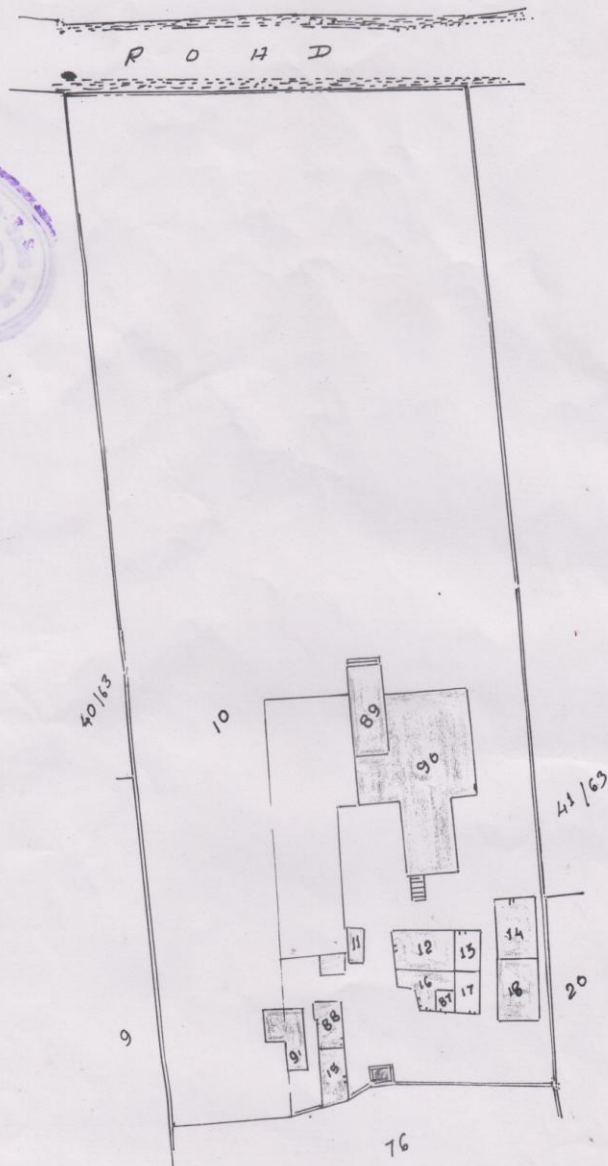
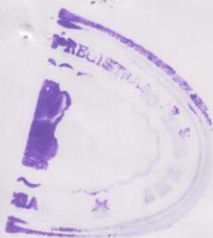
- 1) *[Signature]*
SUBODH DAYANAND TALAUDIKAR
- 2) *[Signature]*
Rajendra Chhanshyam Dole.

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[Signature]

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$\begin{array}{r} 146 \\ \times 15 \\ \hline 730 \\ 1460 \\ \hline 2190 \end{array}$

Edith H. H. H.
NEWBERRY
J. H. H. H.
ABOVE

Nancy

10. B. Keith - 7 or 8

107 June 1990

Mail



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 30-05-2011 11:15:28 AM

Document Serial Number : 3076



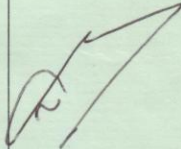
Presented at 10:38:00 AM on 30-05-2011 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	1800000.00
2	Processing Fees	180.00
	Total :	1800180.00

Stamp Duty Required: 2625000.00

Stamp Duty Paid: 2700000.00



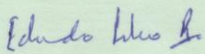
Narcinva Damodar Naik presenter

Name	Photo	Thumb Impression	Signature
Narcinva Damodar Naik ,S/o. Damodar N. Naik , Married,Indian,age 43 Years,Business,r/oMargao, Salcete - Goa As a Managing Partner of Saaket Builders and Developers, having its office at N.D. Naik Building, V.N. Naik road, Fatorda, Margao.			

Endorsements

Executant



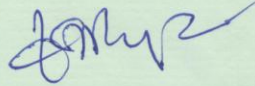
1 . Dr. Eduardo Pedro Borges , S/o. Late Joao Filipe do Coracao de Jesus Borges , Married,Indian,age 54
Years,Doctor ,r/oParel, Mumbai

Photo	Thumb Impression	Signature
		

Mumbai

Photo	Thumb Impression	Signature
		



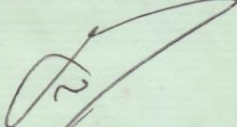
3. Filipe Carlos Borges , S/o. Late Joao Filipe do Coracao de Jesus Borges , Married, Indian, age 51 Years, Legal Practitioner , r/o Nuvem, Salcete - Goa

Photo	Thumb Impression	Signature
		


4. Alina Maria Borges , D/o. Amancio Fernandes , Married, Indian, age 40 Years, House-Wife, r/o Nuvem, Salcete - Goa

Photo	Thumb Impression	Signature
		

5. Narcinva Damodar Naik , S/o. Damodar N. Naik , Married, Indian, age 43 Years, Business, r/o Margao, Salcete - Goa As a Managing Partner of Saaket Builders and Developers, having its office at N.D. Naik Building, V.N. Naik road, Fatorda, Margao.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Belinda Silva , D/o. Manuel Silva , UnMarried, Indian, age 25 Years, Service, r/o Rawanfond, Navelim, Salcete - Goa	



Book-1 Document
Registration Number MGO-BK1-03057-2011
CD Number MGOD52 on
Date 30-05-2011

Sub-Registrar (Salcete/Margao)

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune