37

AXIS BANK LTD
SIDDHARTH BANDODKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/C.R./35/2/2010-RD

भारत 04330 NON JUDICIAL ग ोवा
101635 SEP 15 2011
zero two four zero eight zero zero 15:53
Rs.0240800/- PB5740
INDIA STAMP DUTY GOA

NAME: Ayres Dilima Pereira
ADDRESS: Dona Paula, Goa
THROUGH:
SIGNATURE:
RECEIPT NO.: AXIB/4330

For AXIS BANK LTD.

Authorised Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.

4420/2011

NOTARY
SHRIDHAR DAMBA
Panaji, Tiswadi Taluka
Goa (India)
Reg. No. 77
GOVT. OF GOA (INDIA)

NOTARY
A. B. PORTLO
TISWADI TALUKA
REG. NO. 13
GOVT. OF GOA

THE SEAL OF THE SUB-REGISTRAR OF MAPUSA

DEED OF SALE

N. D'souza

Document
Reg. No.

SUB-REGISTRAR
REGISTRAR OF GOA
STATE OF GOA, INDIA

THIS DEED OF SALE is made at Mapusa on this 15th day of September in the year 2011 **BETWEEN:-** (1)(i)(a) **SHRI. PETER D'SOUZA alias PETER COSMA D'SOUZA,** aged 52 years, married, retired, holding PAN Card no.AKGPD5374A, son of late Cosmos Antonio D'Souza, and his wife; (b)**SMT. NATALINA D'SOUZA alias NATALINA PETER D'SOUZA,** aged 51 years, housewife, holding PAN Card no.BCHPD3822P, both residing at 401/1 Borsali Apts.,Shahapur, Khanpur,Ahmedabad-380001 (ii)**SHRI.CAITANO JOHN D'SOUZA,**aged 55 years, unemployed, unmarried,son of late Cosmos Antonio D'Souza, residing at 401/1 Borsali Apts., Shahapur,Khanpur,Ahmedabad-380001,hereinafter referred to as the "**VENDORS**" (which expression shall mean and include their heirs,successors,legal representatives and assigns) of the **FIRST PART AND**(2)(i)(a)**SHRI.AIRES ORNELAS DE LIMA PEREIRA,**son of late Armando de Lima Pereira,aged 63 years, married, Engineer, holding PAN Card under no.ADNPP7304C, and his wife (b) **SMT.DINAH FATIMA SILVEIRA E LIMA PEREIRA,**age 60 years, housewife, holding PAN Card No. AMBPP7791E, both residing at Flat S3, A2 Bldg, Kurtarkar Residency, Borda-Margao,

P. D'Souza . N. D'Souza

Ghanekar

P.P

(ii)(a)SHRI.ANTONIO OSCAR ARMANDO DE LIMA PEREIRA,aged 37 years,in business,holding PAN Card no. AMHPP5560J,son of late Antonio Vicente de Lima Pereira for self, and for his wife (b)SMT.ELAINE DE LIMA PEREIRA, aged 37 years,housewife, daughter of Ronnie Aguiar,holding PAN Card No. AMHPP5657R,as constituted vide Power of Attorney dated 29-1-2010 executed before the Sub-Registrar Ilhas at Panaji,both residing at Plot no.47 Sagar Society,Dona Paula, Ilhas-Goa, hereinafter referred to as the "PURCHASERS" (which expression shall mean and include her successors, representatives and assigns) of the SECOND PART.

3.-SHRI.GAJENDRA GOPAL KANEKAR,aged 21 years, unmarried,in business,son of Gopal Kanekar, residing at Garden Centre Mapusa-Goa, hereinafter referred to as THE ASSIGNOR/ CONFIRMING PARTY (which expression shall mean and include his successors representatives and assigns) of the THIRD PART.

P.D'Souza N. D'Souza

G.Kanekar

D.P.

The Vendor at Sr.no.1(ii) Shri.Caitano John D'Souza is herein represented by his Attorney Shri.Peter D'Souza as constituted by Power of Attorney dated 6-9-2011 executed before Sub-Registrar of SRO-Ahmedabad.

All the Parties hereto are Indian Nationals.

WHEREAS there exists a part and parcel of land admeasuring 2050 m2 identified as MODLO WADO or INTREA CUNGEACHEM or CUNGEAVALEM BATA or DONDEVALEM BATA bearing Survey no.49/10 of Village Marna along with the dwelling house bearing H.No. 146/6 standing thereon situated at Marna, within the limits of Village Panchayat Marna, Taluka and Registration Sub District of Bardez, District North Goa in the State of Goa which plot is described in detail in the Schedule hereunder and is hereinafter referred to as the SAID PROPERTY.

WHEREAS the said property belonged to the Vendors hereto as having inherited the same from their

P.D'Souza N. D'Souza

D.P

ancestors in terms of order of Homologation dated 25-4-2011 in Inventory Proceedings no.113/2006/A and another order dated 28-1-2008 in the Inventory Proceedings no.01/2007/E both in the Court of Civil Judge Senior Division at Mapusa.

WHEREAS the Vendor have thus represented to be the sole owners in possession of the said property.

WHEREAS on 3-2-2011, the Vendor hereto entered into an agreement with the Assignor/Confirming Party for the sale of the said property.

WHEREAS the Assignor/Confirming Party now does not desire to hold the SAID PROPERTY.

WHEREAS the Assignor/Confirming Party have now offered to sell and assign unto the Purchaser through the Vendor all the said property and at the offer of the Assignor/Confirming Party the Purchaser does hereby purchase the same for a total consideration of Rs.96,35,000/-

N. DSouza

(Rupees ninety six lakhs thirty five thousand only) which is the present fair market value of the SAID PLOT.

NOW THIS INDENTURE WITNESSETH:-

1.- That in consideration of the amount of Rs.96,35,000/- (Rupees ninety six lakhs thirty five thousand only) paid by the Purchaser out of which an amount of Rs.58,00,000/- (Rupees fifty eight lakhs only) is paid to the Vendors which amount the Vendors do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the Purchaser; and the amount of Rs.38,35,000/-(Rupees thirty eight lakhs thirty five thousand only) is paid to the Assignor/Confirming Party which amount the Assignor/Confirming Party do hereby admit as received and the Vendors at the call and instance of the Assignor/Confirming Party do hereby grant, transfer, assign, assure and convey all the said property more particularly described in the Schedule hereunder written

TOGETHER WITH all trees, drains, ways, paths, passages, common gullies, waters, water courses, lights, liberties, privileges, easements advantages and appurtenances to the SAID PROPERTY belonging to and in anywise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, use, possession, claim and demand whatsoever of the Vendors into and upon the said Property and every part thereof hereby granted and conveyed and expressed so to be UNTO AND TO THE USE OF THE PURCHASER forever, SUBJECT HOWEVER to payment of all taxes, rates, assess-ments, dues and duties hereafter to become due and payable to the Government or any other Local or Public Body in respect thereof AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER that notwithstanding any act, deed of things done or executed by the Vendors and/or the Assignor/Confirming Party or knowingly suffered to the contrary the Vendors and/or the Assignor/

P. Diaz N. Dsouza

Confirming Party now have in themselves good rights, full power and absolute authority to grant the SAID PROPERTY hereby granted and conveyed or expressed so to be UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid AND THAT the Purchaser shall and may at all times hereafter quietly and peacefully possess and enjoy the SAID PROPERTY and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by the Vendors and/or the Assignor/Confirming Party or any person or persons lawfully or equitably claiming from, under or in trust for them AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made or suffered by the Vendors and/or the Assignor/Confirming Party or any person or persons lawfully or equitably claiming any estate or interest in the SAID PROPERTY or any part thereof or part of the same shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and

N. DSouza

execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the SAID PROPERTY UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be reasonably required.

2.- The Vendors along with the Assignor/Confirming Party have today put the Purchaser in unconditional exclusive and absolute peaceful possession of the SAID PROPERTY to be held by the Purchaser forever without any harm and/or hindrance from the Vendors and/or the Assignor/ Confirming Party and/or any person claiming through and/or on account of the Vendors and/or the Assignor/ Confirming Party and the Vendors and/or the Assignor/ Confirming Party do hereby indemnify the Purchaser against all/any such Third Party claims which shall be settled by the Vendors and/or the Assignor/ Confirming Party alone without disturbing the possession of the Purchaser.

P. Diaz N. D'Souza

3.- The Vendors and/or the Assignor/ Confirming Party hereby covenant with the Purchasers.

(a) That notwithstanding any act, deed, matter or thing by the Vendors and/or the Assignor/ Confirming Party or by any person or persons claiming by, under or in trust for them, made, done omitted or knowingly or willingly done or suffered to the contrary, the Vendors have in him self good right, full power and absolute authority to grant, convey and transfer by way of sale the said Property unto the Purchaser.

(b)-That it shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly enter upon, own, hold, possess, occupy and enjoy the said Property without any interruption, claim or demand whatsoever by the Vendors and/or the Assignor/ Confirming Party or any one claiming through or under them.

P. D'Souza N. D'Souza

G. Kamokar

(c)-The Vendors and/or the Assignor/ Confirming Party do hereby indemnify the Purchaser against any act or omission or commission of the Vendors and/or the Assignor/ Confirming Party in violation of the Statutory Provisions that may threaten the possession and title of the Purchaser to the said Property.

(d)- That the Vendors and/or the Assignor/Confirming Party shall and will from time to time, and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done or executed, all such reasonable acts, deeds and assurances, as may be lawfully required for better and more perfectly assuring and conveying the said Property the Purchasers.

4.-That in consideration of the amount received and in compliance of the stipulations hereinabove the Assignor/Confirming Party does hereby unconditionally give his consent to this conveyance and assign unto the

P. Dsouza N. Dsouza

Purchaser all the right, title and interest that the Assignor/ Confirming Party might have acquired to the SAID PROPERTY in terms of the Agreement dated 3-2-2011.

5.- The Vendors do hereby give their exclusive consent and no objection to the Purchaser to get Mutation Proceedings conducted in the survey records of rights and get the name of the Purchaser recorded in the Form I & XIV under the provisions of Land Revenue Code.

6.- The Vendors Declare that the subject matter of this Sale Deed does not pertain to occupancies of person belonging to Schedul Caste and Schedule Tribe.

7.- The market value of the said Plot is Rs.96,35,000/- and as such Stamp duty of Rs.2,40,900/- is affixed hereto which is borne by the Purchaser.

N. D'Souza

P.P

S C H E D U L E

All part and parcel of land admeasuring 2050 m2 bearing Sy.No.49/10 of Village Marna identified as MODLO WADO or INTREA CUNGEACHEM or CUNGEAVALEM BATA or DONDEVALEM BATA bearing Survey no.49/10 of Village Marna along with the dwelling house bearing H.No. 146/6 standing thereon situated at Marna, within the limits of Village Panchayat Marna (Siolim), Taluka and Registration Sub District of Bardez, District North Goa in the State of Goa,which property is described in the Office of Land Registration Bardez under no.8834 at folio 92 of book B-23 (New) and is not enrolled in the Taluka Revenue Office.

The said Property is bounded as under:-

N. D'Souza

Towards the North : By Property bearing Sy.No. 50/36, 50/37 and 50/38 of Village Marna.

Towards the South : By Public Road.

Towards the East : By Sy.no.53/28 and 49/12 of Village Marna.

Towards the West : By Sy.no.49/7 and 49/11 of Village Marna.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands the day, month and year first hereinabove mentioned.

P. Dsouza N. DSouza

Ganesh

A. P.

SIGNED AND DELIVERED
BY THE VENDORS
IN THE PRESENCE OF

Shri. Peter D'Souza
Alias Peter Cosma D'Souza
For self and Attorney for
Shri.Caitano John D'souza

1. 1.

2. 2.

3. 3.

4. 4.

5. 5.

N. D'Souza

N. Dsouza

Smt.Natalina D'Souza
alias Natalina Peter D'Souza
VENDORS

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____

N. Dsouza

SIGNED AND DELIVERED
BY THE PURCHASER IN
THE PRESENCE OF

Shri. Aires Ornelas De
Lima Pereira

1. 1.

2. 2.

3. 3.

4. 4.

5. 5.

N. D'Souza

Smt.Dinah Fatima Silveira
E Lima Pereira

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____

N. DSouza

Shri.Antonio Oscar Armando
De Lima Pereira for self
and as attorney for
Smt.Elaine De Lima Pereira
PURCHASERS

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____

N. D'Souza

SIGNED AND DELIVERED
BY THE ASSIGNOR/
CONFIRMING PARTY IN THE
PRESENCE OF

Shri.Gajendra Gopal Kanekar
ASSIGNOR/CONFIRMING PARTY

1. 1.

2. 2.

3. 3.

4. 4.

5. 5.

WITNESSES:-

1.- Shravan Mesquitar

2.- Fatima Silveira

P. Dsouza N. Dsouza

D.P.

Original Copy

FORM-T- RECEIPT FOR FEE RECEIVED

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR,TALUKA BARDEZ

REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time: 16/Sep/2011 11:24 AM

Receipt No: 2765 Date of Receipt: 16/Sep/2011

Serial No. of the Document: 4420

Nature of Document: Sale

Received the following amounts from Sri Antonio Oscar Armando De Lima Pereira for Registration of above Document in Book-1 for the year 2011

	Rs.Ps
Registration Fee	192700.00
Processing Fees	390.00
Total :	193090.00

Amount In words: Rupees One Lakh Ninety Three Thousand Ninety Only.

Probable date of issue of Registered Document: / /

SUB - REGISTRAR BARDEZ

Signature of the Sub-Registrar

TO BE FILLED IN WITH THE FAMILY AT THE TIME OF SUBMISSION OF THE DOCUMENT

Please handover the Registered Document to the person named below:

Name of the Person Authorized: _____

Specimen Signature of the Person Authorized Signature of the Presenter

TO BE FILLED IN WITH THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to _____

_____ on / /

Signature of the person receiving the Document Signature of the Sub-Registrar

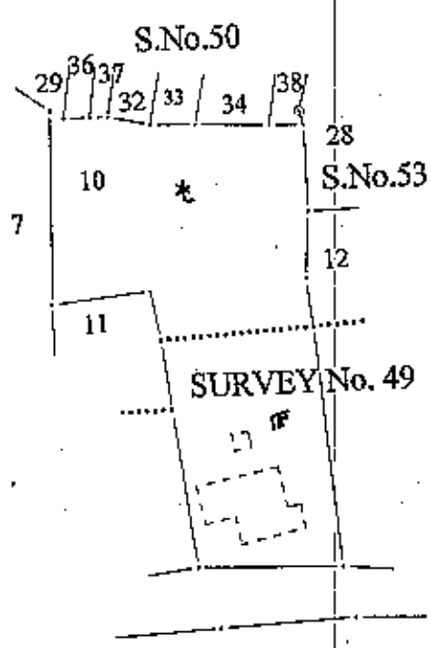
Designed and Developed by C- DAC ,ACTS Pune.

GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA

Inward No. 178450

Plan Showing plots situated at
Village : MARNA
Taluka : BARDEZ
Survey No./Subdivision No. : 49/ 10
Scale : 1 :1000

Inspector of Survey & Land Records
Panaji-Goa



Generated By : Pratap
On : 14-09-2011

Compared By:

Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 16-09-2011 11:24:30 AM

Document Serial Number : 4420

Presented at 10:54:00 AM on 16-09-2011 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows

S.No	Description	Rs. Ps
1	Registration Fee	192700.00
	Processing Fees	390.00
	Total :	193090.00

Stamp Duty Required: 215885.00 Stamp Duty Paid: 240900.00

Antonio Oscar Armando De Lima Pereira presenter

Name	Photo	Thumb Impression	Signature
Antonio Oscar Armando De Lima Pereira,S/o Antonio Vicente De Lima Pereira, Married,Indian,age 37 Years,Business,r/oPlot No. 47, Sagar Society, Dona Paula Ilhas Goa. PAN No. AMHPP5650J. For self as Purchaser and as POA holder for the purchaser 2(b) ie. Elaine De Lima Pereira vide POA dtd. 29/01/2010 executed before the Sub Registrar of Ilhas at Panaji Goa under Sr. No. 4/2010.			

Endorsements

Executant

1 . Gajendra Gopal Kanekar, S/o Gopal Kanekar, UnMarried,Indian,age 21 Years,Business,r/oGarden Centre, Mapsua, Bardez-Goa

Photo	Thumb Impression	Signature

OF GOA (INDIA)

2 . Antonio Oscar Armando De Lima Pereira, S/o Antonio Vicente De Lima Pereira, Married,Indian,age 37 Years,Business,r/oPlot No. 47, Sagar Society, Dona Paula Ilhas Goa. PAN No. AMHPP5650J. For self as Purchaser and as POA holder for the purchaser 2(b) ie. Elaine De Lima Pereira vide POA dtd. 29/01/2010 executed before the Sub Registrar of Ilhas at Panaji Goa under Sr. No. 4/2010.

Photo	Thumb Impression	Signature
		

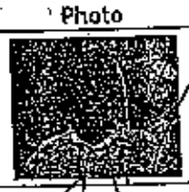
3 . Peter D'Souza alias Peter Cosma D'Souza, S/o Late Cosmos Antonio D'Souza, Married,Indian,age 52 Years,Retired,r/o401/1, Borsali Apts., Shahapur, Khanpur, Ahmedabad-380001 PAN No. AKGPD5374A. For self as Vendor No.1 & as POA holder for the Vendor No.3 through POA dated 06/09/2011, executed before the Sub Registrar, SRO, Ahmedabad-I City under reg. no.4099 of Bk. 4

Photo	Thumb Impression	Signature
		

4 . Natalina D'Souza alias Natalina Peter D'Souza, W/o Peter D'Souza, Married,Indian,age 51 Years,House-Wife,r/o401/1, Borsali Apts., Shahapur, Khanpur, Ahmedabad-380001 PAN No. BCHPD3822P

Photo	Thumb Impression	Signature
		

5 . Aires Ornelas De Lima Pereira, s/o Late Armando de Lima Pereira, Married,Indian,age 63 Years,engineer,r/o Flat No. S-3, A2 Bldg., Kurtarkar Residency, Borda, Margao, Salcete, Goa. PAN No. ADNPP7304C.

Photo	Thumb Impression	Signature
		

6 . Dinah Fatima Silveira e Lima Pereira, w/o Aires Ornelas De Lima Pereira, Married,Indian,age 60 Years,House-Wife,r/o Flat No. S-3, A2 Bldg., Kurtarkar Residency, Borda, Margao, Salcete, Goa. PAN No. AMBPP7791E.

Photo	Thumb Impression	Signature

Identification

Sr No.	Witness Details	Signature
1	Gopal Kanekar , S/o Mahadev Kanekar,Married,Indian,age 62 Years,Advocate,r/o Garde Centere, Mapusa, Bardez-Goa	
2	Siddesh Navelkar , S/o Laximikant Navelkar,Married,Indian,age 29 Years,Advocate,r/o Kavle, Ponda-Goa.	

Sub-Registrar
SUB - REGISTRAR
BARDEZ

Book-1 Document
Registration Number BRZ-BK1-04399-2011
CD Number BRZD225 on
Date 16-09-2011

16/09/11
SUB REGISTRAR
BARDEZ

Sub-Registrar (Bardez)

Scanned By:- Prakad

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

NOTARIAL

CERTIFIED TRUE COPY OF ORIGINAL
SGD No. 7010 DATED 21/09/11

J. S. REBELLO
NOTARY AT PANAJI
STATE OF GOA, INDIA

Certified to be a True Xerox Copy
of the original Deed of Sale
Panaji, on this 15-12-2011

S. Tambe
S. Tambe
(SHRIDHAR TAMBA)
NOTARY
PANAJI - GOA
- INDIA -

SR No 38752(2)

NOTARIAL

SHRIDHAR TAMBA
Panaji-Tiswadi Taluka
Reg. No. 3971
STATE OF GOA (INDIA)