

24 2412

27/8/04

26/8/04

20 Rs.



807
Presented at the Office of the
Sub-Registrar of *Alhas*
between the hours of *10 a.m.*
and *11 a.m.* on *27/5/1979*

Received fees for: RS. PA.
Registration *11390-70*
Copying (Folios) *190-00*
Copying endorsements *3-00*
Postage
Total Rs. *11483-70*

Deputy Registrar E. K. K. K.

SUB-REGISTRAR
ALHAS

Subsounded Under
Section 33 of Indian
Stamp Act 1899

DEED OF SALE

SUB-REGISTRAR
ALHAS

20/6/2002

THIS DEED OF SALE is made at VASCO-DA-GAMA, GOA, on this

27

5712 1/9/135)
Vehicle No. 201/.....
Name of the Purchaser SALGAOCAR, Leasing & C.C.L.
Resident of VASWA..... Son of.....
Signature of Vendor
Signature of Purchaser



22ND day of FEBRUARY, 1999

BETWEEN

V. M. SALGAOCAR & BROTHER LIMITED, a Company
incorporated under the Companies Act, 1956, having its Registered Office

at Salgaocar House, Francisco Luis Gomes Road, Vasco-Da-Gama, Goa
(hereinafter referred to as the "VENDOR" which expression shall unless
repugnant to the context or meaning thereof be deemed to mean and
include its successors and assigns), represented in these presents by its
COMPANY SECRETARY, Mr. MOHAN KESHAV KAVLEKAR,
son of late Keshav C. Kavlekar, major of age, Indian National, residing at
Chicalim, Mormugao, Goa, **OF THE FIRST PART**

AND

SALGAOCAR LEASING & CREDIT COMPANY LIMITED, a
Company incorporated under the Companies Act, 1956, having its
Registered Office at Salgaocar House, Francisco Luis Gomes Road,
Vasco-Da-Gama, Goa (hereinafter referred to as the "PURCHASER"
which expression shall unless repugnant to the context or meaning thereof
be deemed to mean and include its successors and assigns), represented in
these presents by its **Constituted Attorney, Mr. JOAQUIM S.**
REBELLO, son of Mr. Louis Alberto Rebello, major of age, Indian
National, residing at Vasco-D-Gama, Goa, constituted as such by virtue
of instrument of Power of Attorney dated 22.2.1999 executed before the

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✓

Notary Adv. Mrs. M. Henriques, having her office at Vasco-Da-Gama,
Goa, OF THE SECOND PART;

WHEREAS the VENDOR is the only and absolute owner and in exclusive possession of the plots of land bearing subdivided Plots Nos. 8, 9, 10 and 12 together admeasuring 2503 square metres, comprised in a part of the larger property described in SCHEDULE A hereunder written and more specifically in a part of the land surveyed under No. 242/1 of village Taleigao of Tiswadi Taluka and more particularly mentioned and described in SCHEDULE B hereunder written, situate at said village Taleigao of Tiswadi (Ilhas) Taluka (hereinafter referred to as "the SAID PLOTS OF LAND");

AND WHEREAS the PURCHASER is 91% subsidiary of the VENDOR;

AND WHEREAS for purpose of effective utilisation and management of assets of the group, the VENDOR has agreed to transfer the SAID PLOTS OF LAND to the PURCHASER by way of sale and the PURCHASER has agreed to purchase the same at or for a consideration of

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Rs.11,33,247/- (Rupees Eleven Lakhs Thirty-three Thousand Two Hundred Forty-seven only);

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in consideration of Rs.11,33,247/- (Rupees Eleven Lakhs Thirty-three Thousand Two Hundred Forty-seven only) being the entire consideration paid by the PURCHASER to the VENDOR by cheque bearing No. 284179 dated 22.02.1999 drawn on Vasco-Da-Gama Branch of Syndicate Bank (receipt whereof the VENDOR admits and acknowledges and of and from payment of the same forever acquits, releases and discharges the PURCHASER), the VENDOR hereby transfers, conveys and assures unto the PURCHASER by way of sale and free from encumbrances ALL THAT the SAID PLOTS OF LAND hereinbefore mentioned and more particularly described in SCHEDULE B hereunder written TO HAVE AND TO HOLD the same unto and for the use and benefit of the PURCHASER absolutely and forever, subject to payment of all taxes, land revenue and other charges now payable or that may hereafter be imposed/levied upon the SAID PLOTS OF LAND or in respect thereof.



2. The VENDOR has this day put the PURCHASER in possession of the SAID PLOTS OF LAND and the VENDOR covenants with, assures and declares unto the PURCHASER, its successors and/or assigns:

(a) THAT notwithstanding any act, deed, matter or thing whatsoever by the VENDOR or any person or persons claiming by, from, through, under or in trust for the VENDOR made, done, committed, omitted or knowingly or willingly suffered to the contrary the VENDOR has whilst executing this Deed good right, full power, lawful title and absolute authority to transfer and assure the SAID PLOTS OF LAND hereby conveyed, transferred or assured or intended so to be unto and to the use and benefit of the PURCHASER in the manner hereby done;

(b) AND THAT the SAID PLOTS OF LAND is free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the VENDOR well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, title, charges and



encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned or suffered by the VENDOR or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the VENDOR;

(c) **AND THAT** the VENDOR has not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof the VENDOR is prevented from conveying, transferring and assuring the SAID PLOTS OF LAND in the manner hereby done or whereby or by reason or means whereof the same or any part thereof are, is, can shall or may be charged, encumbered, impeached or prejudicially affected in estate, title or otherwise howsoever;

(d) **AND THAT** it shall be lawful for the PURCHASER, its successors and assigns from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the SAID PLOTS OF LAND and every part thereof hereby conveyed, transferred and assured with its appurtenances

and receive and appropriate the income, issues and profits thereof for its own use and benefit without any suit, lawful eviction, interruption, claim and/or demand whatsoever from or by the VENDOR;

(e) **AND FURTHER THAT** all rates and taxes due in respect of the SAID PLOTS OF LAND and every part thereof have been paid upto this date and that in the event of any public charges or other dues being found to have remained unpaid or to be due in respect of the SAID PLOTS OF LAND or any part thereof for the period upto this day, the same shall be paid by the VENDOR directly to the authorities concerned or reimbursed to the PURCHASER against receipts for payments of such dues, if any, effected by the PURCHASER;

(f) **AND FURTHERMORE THAT** the VENDOR shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER sign such further documents or papers and/or do and execute all such further and other lawful acts, deeds, things, matters, conveyances and assurances in law whatsoever as



the PURCHASER or its successors or assigns may from time to time require the VENDOR to do for the purpose of perfecting the PURCHASER's title to the SAID PLOTS OF LAND and for the purpose of having the ownership and possession thereof recorded in the name of the PURCHASER in all Government records (including in the Land Registration Office, Land Revenue Office and/or office of the Record of Rights) and the VENDOR does and doth hereby give and declare VENDOR's No Objection for deletion of the VENDOR's name from all Government records relating to the SAID PLOTS OF LAND and for substitution thereof by the name of the PURCHASER as the only and absolute owner thereof without any further notice or reference to the VENDOR.

3. The SAID PLOTS OF LAND being outside the limits of planning area NOC under Section 49(6) of the Town and Country Planning Act, 1974 is not required to be obtained. Income Tax Clearance Certificate as required by Section 230A of the Income Tax Act, 1961 has been applied for. The VENDOR shall file the ITC in the Office of the Sub-Registrar who shall be registering this Deed as soon as the same is obtained. No



stamp duty is payable on this Deed as the same has been remitted by Notification No. 1 dated 16-1-1937 issued under Clause (a) of Section 9 of the Indian Stamp Act, 1899, the transfer hereby effected being by a Holding Company (the VENDOR) to its Subsidiary (the PURCHASER) in which the VENDOR holds as aforesaid 91% shares.

4. The original of this Deed after it is duly registered shall remain with the PURCHASER and its duplicate with the VENDOR.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the larger property)

ALL THAT property known as CURLA VAINGUINIM, situated at Taleigao Village of Tiswadi Taluka, within the limits of the Village Panchayat of Taleigao, in the Registration Sub-District of Ilhas of the Registration District of Goa, registered and described in the Land Registration Office of Tiswadi (Ilhas) Taluka under No.17260 in Book-45 (New), enrolled in the Taluka Revenue Office of Tiswadi under matrizes Nos. 278, 284, 286, 288, 289, 291, 293, 295, 297, 299, 301, 303 and 382 and surveyed during the erstwhile Portuguese Regime under



[Handwritten signature]

Cadastral Survey No. 792 which corresponds to New Survey Nos. 242/1, 243/2, 243/3, 243/4, 243/6, 243/9, 243/10, 243/12, 243/17 and 243/19 of the recent survey records of village Taleigao. The said property is bounded as follows according to the records of the Land Registration Office:

On the East : by the property bearing Old Cadastral Survey No.810, belonging to the Comunidade of Taleigao and the land of Xavier Martins;

On the West : by the properties belonging to late Maria Fernanda Monserrate bearing Old Cadastral Survey No.769, property belonging to M/s.Fomento bearing Old Cadastral Survey No.687 and the properties belonging to Mr. Renato Pinto bearing Old Cadastral Survey No. 803 and 807;

On the North : by the properties of the Comunidade of Taleigao and the property of the said late Maira Fernanda Monserrate and;

On the South : by the part of the property bearing Old Cadastral Survey No.807, belonging to Mr. Renato Pinto and a part of the Property bearing Old Cadastral Survey No.811 belonging to Dr. Xavier Martins.

SCHEDULE "B" ABOVE REFERRED TO

(Description of the SAID PLOTS OF LAND)

The plots of land hereby sold consists of and comprises :



- (1) ALL THAT sub-plot No. 8, admeasuring 630 square metres and bounded as follows :

On the East : by the Plot No. 9 of the Colony;

On the West : By 6 metres wide private road of the Colony;

On the North : by Plot No.12 of the Colony;

On the South : by 12.5 metres wide private road of the Colony.

- (2) ALL THAT sub-plot No. 9, admeasuring 647 square metres and bounded as follows :

On the East : by the Plot No. 10 of the Colony;

On the West : partly by the Plot No. 12 and partly by Plot No. 8 of the Colony;

On the North : by 6 metres wide private road of the Colony;

On the South : by 12.5 metres wide private road of the Colony.

- (3) ALL THAT sub-plot No. 10, admeasuring 596 square metres and bounded as follows :

On the East : by the Plot No. 11 of the Colony;

On the West : partly by the Plot No. 9 of the Colony;

On the North : by 6 metres wide private road of the Colony;

On the South : by 12.5 metres wide private road of the Colony.



(4) ALL THAT sub-plot No. 12, admeasuring 630 square metres and bounded as follows :

On the East : by the Plot No. 9 of the Colony;

On the West : by 6 metres wide private road of the Colony;

On the North : by 6 metres wide private road of the Colony;

On the South : by Plot 8 of the Colony.

The sub-plots Nos.8, 9, 10 and 12 aforementioned being contiguous to each other together constitute one cluster or piece or parcel of land shown delineated in red colour in the said plan annexed hereto which is a part of the said property described in SCHEDULE "A" above. All the said plots are comprised in a part of the land surveyed under No.242/1 of Taleigao village of Tiswadi Taluka.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands the day and the year first hereinabove written.

SIGNED AND DELIVERED by the
within named VENDOR, V.M.
SALGAOCAR & BROTHER LTD.
by the hands of its COMPANY
SECRETARY, Mr. MOHAN
KESHAV KAVLEKAR.



SIGNED AND DELIVERED by the
within named PURCHASER,



**SALGAOCAR LEASING &
CREDIT COMPANY LIMITED,**
by the hands of its Constituted
Attorney, Mr. JOAQUIM S.
REBELLO

J. S. Rebello

In the presence of:

1. *S. S. S. S.*
2. *Apurva*

RECEIPT

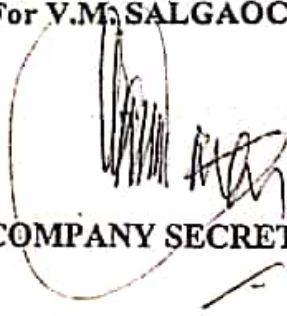
RECEIVED of and from the within named PURCHASER,
SALGAOCAR LEASING & CREDIT COMPANY LTD., the sum of
Rs.11,33,247/- (Rupees Eleven Lakhs Thirty-three Thousand Two
Hundred Forty-seven only) by cheque bearing No. 284179 dated
22.02.1999 drawn on Vasco-Da-Gama Branch of Syndicate Bank, being



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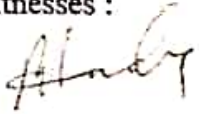
the full consideration payable, as agreed.

WE SAY RECEIVED
For V.M. SALGAOCAR & BROTHER LTD.

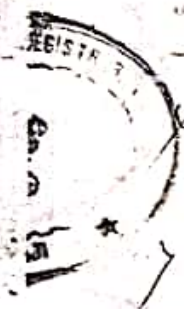


COMPANY SECRETARY

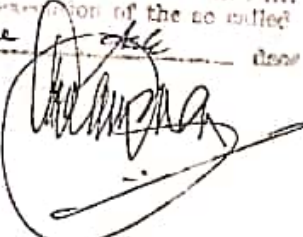
Witnesses :

1. 
2. 
- 

1) V.M. Salgaocar & Brother Ltd,
represented by its company
Secretary, Mr. Mohan Keshav
Kavlekar, S/o late Keshav C. Kavlekar
Major, 2/o Chicalim, Mormugao.
2) Salgaocar Leasing & Credit
Company Ltd, represented by
its Constituted Attorney, Mr.
Joaquim S. Rebello, S/o Mr. Louis
Alberto Rebello, Major, 2/o
Vasco da Gama.
Executing parties



Under the provisions of the Act
Sale of the property of the
debtor


J. S. Rebello

Witness, dated 3/5/1999



SUB-REGISTRAR
ILHAS

I.T.C.C. No 1 230A/3/99-2000
dt 9/8/99 issued by joint
Commission of income tax
(Assessment) special Range
Panaji, furnished today.
Panaji dated 7/8/99.


SUB-REGISTRAR
ILHAS

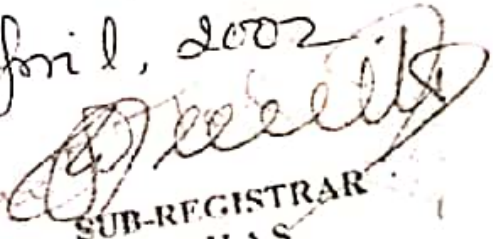
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NO 1595
9/4/02


SUB-REGISTRAR
ILHAS

