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

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

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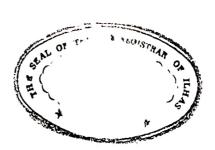
题 R. 0245500/- PB5740 INDIA

STAMP DUTY

GOA

For AXIS BANK LTD.

P. Shirgaonkar Road, Panaji, Goa-403001.



#### **DEED OF SALE**

THIS DEED OF SALE is made at Panaji, Goa, on this &

day of April, 2011

#### BETWEEN

SMT. LALITA PURSHOTTAM SINARY, wife of late Purshottam Porobo Sinary, 76 years of age, retired Government Employee, PAN No. daughter of late Pandurang Porobo Caloco also known as Pandurang Porob Kalokhe, and her son (2) SHRI RAJESH PURSHOTTAM SINARY, bachelor, landlord, 48 years of age, son of late Purshottam Sinary, holding PAN No. Nil, both Indian National and residing at Ribandar, Goa, represented herein by their duly constituted attorney Mr. Dinesh Dinkar Sinari, son of late Dinkar Vithal Sinary, 43 years of age, residing at Ribandar, Goa, vide Power of Attorney dated 28th 2011 executed before the Dene De Rosanio registered under hereinafter called as the 'VENDORS' (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors and assigns) of the ONE PART

AND

SHRI DINESH DINKAR SINARI, son of late Dinkar Vithal Sinary, PAN No. 43 years of age, businessman, married, Indian National, residing at Ribandar, Goa, hereinafter called as the 'PURCHASER' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors, and assigns) of the OTHER PART.

WHEREAS, there exists a property known as 'CASA DE MORADA SOBRADADA COM SEU PATEU QUINTAL E HORTA' situated at Ribandar, Tiswadi, Goa, described in the Land Registration Office of Ilhas under description No. 516 at page 80 of Book B-7 old, registered in the Taluka Revenue Office of Tiswadi under matriz no. 348 and surveyed in the City of Panaji, under Chalta no. 4,5 and 7 of P.T. Sheet no. 12 and house no. 2/136/1 existing therein, more fully described in the Schedule hereunder written (hereinafter referred to as the 'said property')

AND WHEREAS, the said property was originally belonging to Vitolo alias Vithal Purushottam Porobo Sinari, who expired on 22<sup>nd</sup> September, 1948 at Ribandar, and in the inventory Proceedings No. 9923/1948, Civil Court, Panaji filed on the death of the said Vitolo Purushottam Porobo Sinari, the said property was listed under item no. 2 and the said property was allotted ½ to his widow Laxmibai Porobo Sinary and 1/10<sup>th</sup> each to his following children namely Saralabai Vithal Porobo Sinary, Vanamala Vithal Porobo Sinary, Purshottam Vithal Porobo Sinary, Dinkar Vithal Porobo Sinary and Sudhakar Vithal Porobo Sinary and allotments made in the said inventory proceedings were confirmed and made absolute by Judgment dated 19<sup>th</sup> October, 1949 passed in the said Inventory Proceedings;

AND WHEREAS, by virtue of allotments made in the said Inventory Proceedings, the said Purshottam Vithal Porobo Sinary acquired undivided 1/10<sup>th</sup> share in the said property along with the house number 2/136/1 existing therein;

AND WHEREAS, by Gift Deed dated 2<sup>nd</sup> July, 1999 duly registered in the Office of Sub Registrar, Ilhas at Panaji, under no. 1268 at pages 523 to 540 of Book No. I, Volume no. 783 dated 4.8.1999, said Saralabai Vithal Porobo Sinary who after marriage is known as Lalita Pandurang Shetye and her husband Pandurang Jagannath Shetye gifted their undivided 1/10<sup>th</sup> share, right and interest in the said property with house existing therein in favour of Purshottam Vithal Porobo Sinary, Sudhakar Vithal Porobo Sinary and Shaline Dinkar Sinari in equal shares;

AND WHEREAS, by Gift Deed dated 30<sup>th</sup> May, 1998 duly registered in the Office of Sub Registrar, Ilhas at Panaji, under no. 914 at pages 446 to 458 of Book No. 1, Volume no. 771 dated 7-6-1999 said Vanamala Vithal Porobo Sinary who after her marriage is known as Susheela Vinayak Ghurye and after the demise of her husband Vinayak Ghurye alongwith her sons and daughter in laws gifted their undivided 1/10<sup>th</sup> share, right and interest in the said property alongwith the house no.

2/136/1 existing therein, in favour of Purshottam Vithal Porobo Sinary, Sudhakar Vithal Porobo Sinary and Shaline Dinkar Sinari in equal shares;

AND WHEREAS, in view of the allotment made in the said Inventory Proceedings and said two Gift Deeds, Mr. Purshottam Porob Sinary acquired 1/6<sup>th</sup> undivided share in the said property along with the house No. 2/136/1 existing therein;

AND WHEREAS, the said Purshottam Vithal Porobo Sinary as married to Lalita Purushottam Sinary under the regime of communion of assets and therefore, the said Lalita Purshottam Sinary also acquired right to the said property alongwith the house No. 2/136/1 existing therein as moiety holder;

AND WHEREAS, the said Purshottam Vithal Porobo Sinary expired on 20<sup>th</sup> January, 2001 leaving behind his wife, the said Lalita Purshottam Sinari and as his sole and universal heir his only son Rajesh Purshottam Sinary, which fact is confirmed

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by Deed of Succession dated 2.12.2005 drawn in the Office of the Notary Ex-officio of Judicial Division of Ilhas in Book no. 688 at page 62 reverse onwards;

AND WHEREAS, Vendors who are the co-owners of the said property having undivided 1/6<sup>th</sup> share in the said property along with the house existing therein, have agreed to sell the Purchaser their entire 1/6<sup>th</sup> undivided share right, title and interest in the said property along with the house No. 2/136/1, existing therein, more fully described in Schedule hereunder written at and for the price of Rs. 98,00,000/- (Rupees ninety eight lakhs only), which is the present fair market value.

# NOW THIS DEED OF SALE WITNESSES AS UNDER:

1. In pursuance of the said agreement and in consideration of a sum of Rs. 98,00,000/- (Rupees ninety eight lakhs only) paid by the Purchaser to he Vendors by Pay Order bearing no. 3283 dated 27/04/11 drawn on The Goa Urban Co-op. Bank Ltd.,



Market Branch, the receipt whereof, the Vendors hereby admit and acknowledge and of and from the same release and discharge the Purchaser, the Vendors hereby sell, convey and transfer to the Purchaser their entire undivided 1/6<sup>th</sup> share, right, title and interest in the said property along with the house existing therein together with all the easements, appurtenances, trees, wells, causes, fences, ways, roads, accesses etc more fully described in Schedule hereunder written.

The vendors have handed over to the Purchaser lawful, vacant and peaceful possession of the said property alongwith the house no. 2/136/1 existing therein and the Purchaser shall hereafter be in lawful and physical possession thereof.

3. The Vendors covenant with the Purchaser that they are lawfully seized and possessed of entire undivided 1/6<sup>th</sup> share of the said property alongwith the house No. 2/136/1 existing therein hereby conveyed and that it is free from all charges, encumbrances, claims and demands and that Purchaser



shall hereafter peacefully and quietly hold, use, posses and enjoy the 1/6<sup>th</sup> undivided share of the Vendors in the said property along with the house No. 2/136/1 existing therein as its absolute owner without any hindrance or claims whatsoever from the Vendors or any persons claiming through the Vendors.

4. The Vendors hereby agree with the Purchaser that at all time hereafter and upon reasonable request and cost of the Purchaser to do, execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying the 1/6<sup>th</sup> undivided share of the Vendors in the said property alongwith the house No. 2/136/1 existing therein hereby conveyed including carrying out mutation thereof in the survey records and every part thereof to the Purchaser and his representative by putting him in possession of the same according to the true intent and meaning of this deed.

5. The Vendors have vacated the house bearing no. 2/136/1 existing in the said property after removing all their belongings from the said house and handed over physical possession of the said house alongwith the said property to the Purchaser.

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6. The Vendors agree further that the Vendors shall at all times hereafter indemnify and keep indemnified the Purchaser against loss, if any, suffered by reason of defect in title of the Vendors.

7. The consideration/price hereby paid by the Purchaser to the Vendors is the present market value and accordingly stamp duty is paid herewith on the market value.

- 8. The expenses towards preparation of this deed, the stamp duty thereon, the registration charges thereof and all incidental charges including advocates fee are exclusively borne and paid by the Purchaser.
- 9. The said property is not subject matter of any litigation in any court of law or any acquisition proceedings.

IN WITNESS WHEREOF, the parties hereto have signed this Deed of Sale on the day, month and the year first above mentioned in the presence of two attesting witnesses.

#### **SCHEDULE**

ALL that property known as 'CASA DE MORADA SOBRADADA COM SEU PATEU QUINTAL E HORTA' situated at Ribandar, Tiswadi Goa, described in the Land Registration Office of Ilhas under description no. 516 at page 80 of Book B-7 old, registered in the Taluka Revenue Office of Tiswadi, under matriz no. 348 and surveyed in the City of Panaji,

under Chalta no. 4, 5 and 7 of P.T. sheet no. 12 and house

bearing no. 2/136/1 existing therein, and this property is bounded

as under:

East : By house of Gopal Camotim Bambolkar

West : By house of heirs of Bernardo Carneiro

Souza;

North : By road;

South : By property of Jose Cabral Estefique

#### SIGNED AND DELIVERED BY THE WITHINNAMED VENDORS

1) Mrs. LALITA PURSHOTTAM

2) MR. RAJESH PURSHOTTAM SINARY

Represented by their duly constitued Attorney Mr. DINESH DINKAR SMARI







R.H.T.J.



2.



1.



3.









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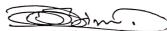


## SIGNED AND DELIVERED BY

THE WITHINNAMED PURCHASER

MR. DINESH DINKAR SINARI





L.H.T.L

1.

R.H.T.I.



2.





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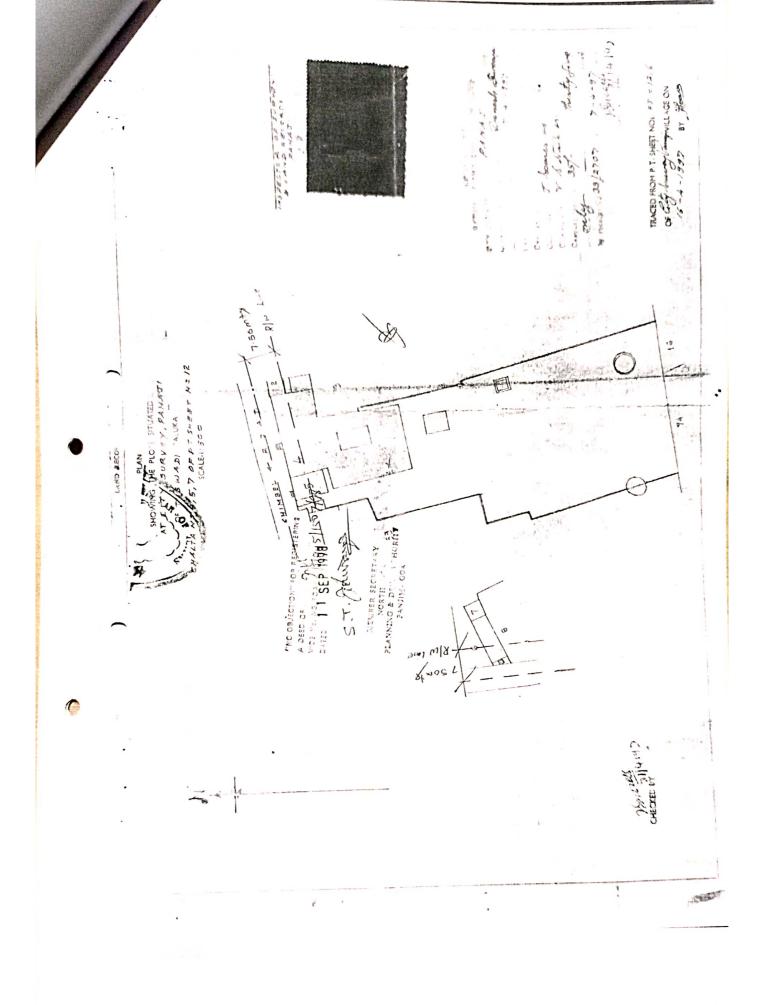
5.



## IN THE PRESENCE OF:

1. Chidanand J. Kakal Hoofel

2.





## Office of Sub-Registrar Ilhas/Tiswadi

#### Government of Goa

Print Date & Time: 29-04-2011 10:15:17 AM

Document Serial Number: 1192

Presented at 09:43:00 AM on 29-04-2011 in the office of the Sub-Registrar( Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	D		
31.110	Description	Rs. Ps	
1	Registration Fee	196000.00	
2	Processing Fees	210.00	
	Total:	196210.00	

Stamp Duty Required:

220000.00

Stamp Duty Paid: 245500.00

## Dinesh Dinkar Sinari presenter

Name	Photo	Thumb Impression	Signature
Dinesh Dinkar Sinari,S/o late Dinkar Vithal Sinary , Married,Indian,age 43 Years,Business,r/oRibandar Goa Panno.			5

#### Endorsements

1 . Dinesh Dinkar Sinari, S/o late Dinkar Vithal Sinary, Married, Indian, age 43 Years, Business, r/oRibandar Goa Panno. P.O.A dt 28/04/2011 executed before Notary Dene Noe Rosaro Panaji Reg no. 144/2011 A. Holder of Vendors.

Photo	Thumb Impression	Signature	

2 . Dinesh Dinkar Sinari, S/o late Dinkar Vithal Sinary, Married, Indian, age 43 Years, Business, r/oRibandar Goa

Photo	Thumb Impression	Signature

#### Identification

Sr No.	Witness Details	Signature	
1	Kashinath Shetye , S/o Dattaram Shetye,Married,Indian,age 59 Years,Advocate,r/o Panaji Goa	21 50	(b)

Sub-Registrar

ILHA:

Book-1 Document
Registration Number PNJ-BK1-01173-2011
CD Number PNJD8 on
Date 29-04-2011

Sub-Registrar (Ilhas) Tiswadi )

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