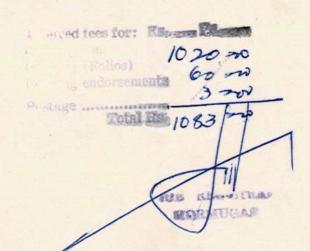
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DEED OF SALE

This **DEED OF SALE** is made at Margao - Goa on this 3rd day

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thousand nine hundred ninety seven





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BETWEEN THE

M/S KESERVAL REAL ESTATES, MARGAO,



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30/10/96

Qui Mouand

Raic P. No. onha

Saledeed C- Noraha

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a Partnership Firm registered under the Indian Partnership Act, 1932



M/S KESERVAL REAL ESTATES, MARGAD,







- 5 -

with the Registrar of Firms, Margao Goa, under No.146 dated 06/09/1985,



Raia P. Moronha. C. Noroma

- 4--

having its registered Office at Margao - Goa, represented in this









-/-

Deed by its Partners (i) SMT. MUKTA

GANESH DAIVAJNA, wife of Shri.





One Thousand

P. Noronha

C. Noronha

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Ganesh M Daivajna, major of age, see businesswoman, residing at A Aquem, MAD







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Margao - Goa and (ii) SMT. MARIA

BERNADITA RAQUELA XAVIER E FALEIRO

OF BY



27306

Core thousand

P. Noronha

Saleded

C. Noronha

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alias RACHEL FALEIRO, daughter of the late Shri Santano Xavier, major







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of age, businesswoman, residing at Borda, Margao - Goa, hereinafter



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Prior Thomas and
Contractor
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referred to as "the VENDORS" which expression unless repugnant to the



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context or meaning thereto shall be deemed to include their heirs, succ-

MR. PETER ELWOOD NORONHA, son of

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Die Theory and

Poloronka

C. Noronka

Appril Saladod

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essors, and assigns of the ONE PART;

MR. PETER ELWOOD NORONHA, son of







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Caetano Apollinario Noronha, aged 44 years, married, Indian National,

On

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Total of Parchases Paper I Was only and the same of Parchases of Parch

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residing at H. No. 589, Bairro, Magilvado, Raia, Salcete - Goa.,



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hereinafter refered to as "the

PURCHASER" which expression unless

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P. Noronha

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repugnant to the context or meaning thereto shall be deemed to include



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her heirs, executors, administrators and assigns of the OTHER PART;





P. Noronha Conforon

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All the parties hereto are Indian Nationals.





- 21 -

WHEREAS there exists a property known as "ZAMIPEDAR" of cultivation of coconut trees and other trees situated at Quelossim village and Panchayat of Cortalim, Taluka of Mormugao, District of South Goa, State of Goa, described in the Land Registration Office of Salcete, Margao under No.23, 123, not enrolled in the Taluka Revenue Records (Matriz) and which property is recorded in the recent survey records of village Quelossim under the name of BHANKOTEM bearing Survey No.131 sub-division Nos.1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, survey No.132 sub-division No.1 and totally admeasuring 68,600.00 square metres (Sixty Eight Thousand Six hundred square metres only). This property is bounded as follows as per the Land Registration records:



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On the East : by the property of "Maina" and "Dando" described under No.408 & No.1409 of old series;

On the West : by top of hill;

On the North : by rivulet of Communidade and property "Mugrubata" of Cypriano Torrado; and

On the South: by the property
"Colder" of heirs of
Roque Vincente Sebastiao
de Filipe Lucas under
No.23, 123. of Book No.59
of new series.

This property is hereinafter referred to as "the abovementioned Property".

AND WHEREAS the abovementioned property is inscribed in the Conservatoria (Land Registration Office) of Salcete at Margao, in the name of Lilia Piedade e Silva.

AND WHEREAS by Will dated 03/03/1924 recorded at Folio No.37 of the Book of Wills No.7 of the Assistant Notary Irineu Constancio Roque da Costa with office at Margao, the said



Lilia Piedade e Silva bequeathed the abovementioned property to Ana Maria Guilherminhna das Brotas da Silva e Costa of Loutulim reserving right of usufruct in favour of Maria Agusta da Silva.

AND WHEREAS by Notarial Deed of Succession dated 03/07/1991 as well as Deed of Rectification dated 14/09/1995 recorded in the office of the Notary Public Ex-officio (Sub-Registrar) at Margao under No.1370 at pages 98v. onwards of Book of Deeds dated 14/09/1995, it transpires that the said Lilia Piedade e Silva died on 22/09/1931 at Cortalim as the widow of Querobino Vaz leaving behind neither ascendants or descendants.

AND WHEREAS by virtue of the Will dated 03/03/1924 lifetime usufruct was kept for Maria Agusta e Silva of Cortalim and one



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of her legatee was her niece Ana Maria Guilerme Das Bortas Silva e Costa also known as Guilherme Costa married to Jose Carlos Ansiu dos Remedios Melo, to whom the property was allotted.

AND WHEREAS it transpires from the said Succession Deed that the said legatee Guilherme Costa and her husband Jose Carlos Ansiu dos Remedios Melo expired on 24/01/1965 and 03/09/1986 respectively leaving behind their sole and universal heirs their five children who became the owners of the above-mentioned property namely,

a) Margarida Maria Ana Floripes de Melo
 @ Floripes de Melo e Souza married
 to Agnelo Feleciano de Souza @
 Agnelo D'Souza.

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- b) Damasceno G. M. Maria Dionisio de Melo @ Damasceno de Melo.
- c) Joe Ana Maria do Carmo Melo.
- d) Louis Jose Cleto Sebastiao de Melo @
 Louis Jose Cleto Salustiano de Melo
 @ Luis Cleto de Melo married to





Clementina Cardozo.

e) Maria Lilia Piedade Cardina de Melo @ Maria Lilia de Melo married to Marcelous Joseph Mesquits.

AND WHEREAS the said Maria Augusta Silva expired on 09/03/1971 as a consequence whereof the right of usufruct stood extinguished.

AND WHEREAS by Deed of Sale dated 30/03/1992 registered in the Office of the Sub-Registrar of Mormugao under No.414 at pages 428 to 484 of Book I Vol. 75 dated 05/08/1992 the said Margarida Maria Ana Floripes de Melo and others sold to the VENDORS the abovementioned property free from encumbrances, charges, and/or demands of any nature whatsoever.

AND WHEREAS the VENDORS having taken possession of the said property carried



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out necessary mutation in the survey records and even developed the abovementioned property into plots for sale to prospective Purchasers.

AND WHEREAS the PURCHASER approached the VENDORS with a request that the VENDORS sell to the PUCHASER a portion of the abovementioned property free from encumbrances, demands, charges of any nature whatsoever, being Plot Nos.74 & 75, admeasuring 550.00 square metres. (Five Hundred Fifty square metres only) and 412.00 square metres (Four Hundred Twelve square metres only) respectively and totalling in all 962.00 square metres (Nine Hundred Sixty Two square metres only) which is described in the Schedule hereto and better represented in the plan annexed hereto in red colour.

AND WHEREAS by agreement dated 19/08/1993 the VENDORS have agreed to sell the



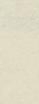




abovementioned Plot Nos.74 & 75
admeasuring 550.00 square metres. (Five
Hundred Fifty square metres only) and
412.00 square metres (Four Hundred Twelve
square metres only) respectively and
totalling in all 962.00 square metres
(Nine Hundred Sixty Two square metres
only) which is described in the Schedule
hereto and better represented in the plan
annexed hereto in red colour which plan
is to form an integral part of this Deed
of Sale for a sum of Rs.96,200/-(Rupees
Ninety Six Thousand Two Hundred only)
which is the prevailing market price.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That in pursuance of the said Agreement and in consideration of a sum of Rs.96,200/-(Rupees Ninety Six Thousand Two Hundred only) paid by the PURCHASER receipt whereof the



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VENDORS have acknowledged, and do hereby acquit and discharge the PURCHASER from each and every part thereby, the VENDORS and each of them adopt, grant, convey, transfer and share unto the PURCHASER viz Plot Nos.74 & 75 to the PURCHASER admeasuring 550.00 square metres. (Five Hundred Fifty square metres only) and 412.00 square metres (Four Hundred Twelve square metres only) respectively and totalling in all 962.00 square metres (Nine Hundred Sixty Two square metres only) better described in the Schedule hereinbelow and better represented in the plan annexed hereto in red colour which plan is to form an integral part of this Deed of Sale AND ASSURE UNTO THE PURCHASER all the right, title, estate, interest, claim and demand whatsoever at law and in equity of the VENDORS in or upon the said plots sold by the present





Deed of any part thereof TO HAVE AND.

TO HOLD all and singular the said plot hereby granted, conveyed, transferred and assured UNTO AND TO THE USE and benefit of the PURCHASER absolutely and forever as ordinarily pass on such sale.

2. The VENDORS covenant that:

- i) They have full power and absolute authority to grant, convey, transfer and assure the said plots of land hereby granted, conveyed, transferred and assured or intended so as to be unto and to the use of the PURCHASER in the manner aforesaid.
- ii) AND THAT it shall be lawful for the PURCHASER from time to time and at all the times hereafter to hold under, upon, occupy, possess and

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enjoy the said plots hereby granted, conveyed transferred and assured to and for their own use and benefit without interruption, claim and demand whatsoever from or by the VENDORS.

- iii) AND THAT free and clear and absolutely acquitted, exonerated, released and forever discharged by the VENDORS or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them.
- iv) AND FURTHER that the VENDORS

 claiming any right, title or interest
 in the said plots of land hereby
 granted, conveyed, transferred and
 assured or any part thereof by, from
 under or in trust for them, the
 VENDORS shall and will from time to
 time hereafter at the request and cost





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of the PURCHASER do and executed or cause to be done and executed all such further and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting unto and to the use of the PURCHASER in manner as aforesaid as shall be reasonably required by the PURCHASER for assuring the said plots of land hereby granted, conveyed, transferred and assured to the PURCHASER in the manner aforesaid.

- 3. The PURCHASER hereby declares that he has verified the title of the VENDORS and is satisfied about the same.
- 4. It is expressly provided herein that

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as from date of this Deed of Sale, the PURCHASER shall be liable to apply for mutation of survey records in respect of the plots sold, convyed, transferred by virtue of the present Deed of Sale as also to pay all taxes and other statutory details and/or charges that may be levied from time to time.

SCHEDULE

Plot Nos. 74 & 75 of the General Plan of the VENDORS admeasuring 550.00 square metres.

(Five Hundred Fifty square metres only) and 412.00 square metres (Four Hundred Twelve square metres only) respectively and totalling in all 962.00 square metres (Nine Hundred Sixty Two square metres only) which is part of the abovementioned property which plots are bounded as follows:





Plot No.74

Plot No.75

North : 8 metres wide 8 metres wide Internal Road

Road

South : Plot No. 81

Plot No. 80

East : 10 metres wide Plot No. 74

Internal Road

West : Plot No. 75 Plot No. 76

The plots presently sold are better represented in red colour in the plan annexed hereto, which plan is to form an integral part of this Deed of Sale.

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





SIGNED, SEALED AND DELIVERED)
by the withinnamed VENDORS)
M/s. Kesarval Real Estates)
through its Partners:)

- i) SMT. MUKTA GANESH DAIVAJNA
- ii) SMT. MARIA
 BERNADITA RAQUELA
 XAVIER E FALEIRO
 alias RACHEL
 FALEIRO

SIGNED, SEALED AND DELIVERED)
by the withinnamed PURCHASER)
MR. PETER ELWOOD NORONHA)

In the presence of:

1. Leizardes

2. Huelka

Coawajilo

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