

5217

INDUSIND BANK LTD
CHAZE ART GALLERY
ABADEIA LA ROAD
MARGAO-GOIA-403 601
D-5/STP(V)/C.R/25. E/2006-RD(PART-I)

भारत 00190 NON JUDICIAL STAMP
137357 OCT 13 2008
11:36
R:0048000/-PB6675
INDIA STAMP DUTY GOA

Name of Purchaser Antoneta Florina Pinto
For Indusind Bank Ltd.

Neel Vaz
Authorised Signatory
Neel Vaz
8-712

Serial No. 5217/2008

Presented at the Office of ~~the~~

Sub-Registrar of Salcete

between the hours of 2:00pm

and 4:30 on 15/10/2008

Pm

received fees for Rs.

Registration 48000.00

Copying 00.00

Copying Endorsement 00.00

Postage 10.00

Total
48100.00

> Antoneta Florina Pinto

Pinto

Sub-REGISTRAR
SALCETE

Sub-REGISTRAR
SALCETE

DEED OF SALE

Subscribers Pinto

THIS DEED OF SALE is made and executed at Margão, Goa, on this 15th day of the month of October of the year 2008.

BETWEEN

- (1) MR. ANTONIO FRANCISCO SEBASTIÃO RODRIGUES, s/o Sebastião Mariano Rodrigues, aged 59 years, retired and
(2) MRS. MANUELINA ROSADA NORONHA RODRIGUES, major of age, housewife, both r/o H.No.44/1, Radwaddo, Navelim, Salcete, Goa hereinafter called for brevity's sake as "the VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, successors, legal representatives, administrators, executors and assigns) of the ONE PART.

AND

MRS. ANTONETA FLORINA PINTO, w/o Domacinho Sylvestre Pinto, r/o H.No.435, Guneavado, Varca, Salcete, Goa hereinafter called for brevity's sake as "the PURCHASER" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include her heirs, successors, legal representatives, executors, administrators, and assigns) of the SECOND PART.

All the individuals herein intervening are Indian Nationals.

WHEREAS the VENDORS are the absolute and exclusive lawful owners, well seized and possessed of and otherwise well and sufficiently entitled to all that property denominated as "PALMAR REPROVADO", Primeiro adicao or "ASCAMOLIO"—comprising of coconut and other fruit bearing trees, situated in the village of Varca, within the area and jurisdiction of

António *Pinto*

REGISTRAR OF SALCETE

the Village Panchayat of Varca, Taluka and Sub District of Salcete, District of South Goa, state of Goa, registered in the Land Registration Office of Salcete Taluka under no.15660 at page 84 of Book No.B40 (New), admeasuring an area of 1,300 square metres and surveyed under survey no.68/4 of village Varca and bounded as follows:-

On the east, west and south : by the property of Francisco Ludovico Furtado and
On the North : by the property of Camilo Estelita Furtado

The property hereinabove described shall hereinafter be referred to as the "said Property".

AND WHEREAS the above described property was originally owned by Mr. Sebastião Rodrigues.

AND WHEREAS the said Mr. Sebastião Rodrigues was married to Mrs. Carmina Fernandes under the Communion of Assets as per the law prevailing in the state of Goa.

AND WHEREAS the said Mr. Sebastião Rodrigues expired on 09/10/1966 without executing any will or gift or any other document disposing off his assets.

AND WHEREAS the said Mr. Sebastião Rodrigues was survived by his widow and moiety holder Mrs. Carmina Fernandes and his three children as his heirs namely:-

- (a) Antonio Rodrigues
- (b) Menina Rodrigues,
- (c) Josephine Rodrigues married to James D'Souza.

Rodrigues Pinto



AND WHEREAS the said James D'Souza died in the month of February 1981 leaving behind his widow and moiety holder Mrs. Josephine Rodrigues and three children as his heirs namely:-

- (a) Maria de Souza
- (b) James de Souza
- (c) Cyril de Souza

AND WHEREAS inventory proceedings were instituted in the Court of the Civil Judge Senior Division, at Margão, Goa registered under Inventario Proceedings no.83/83.

AND WHEREAS in the said Inventario Proceedings no.83/83, the assets of Mr. Sebastião Rodrigues were partitioned and the said property was allotted to his son namely Antonio Rodrigues, the VENDOR NO.1 by virtue of Judgment and Order dated 29/10/1988 passed by the Honourable Court.

AND WHEREAS the VENDORS were married on 26/02/1984 under the Regime of Communion of Assets and consequently the VENDORS became the sole and exclusive owners of the said property.

AND WHEREAS the property surveyed under survey no.68/4 of village Varca is presently bounded as follows:-

- On the East - by the property surveyed under survey no.69/1
- On the West - by the property surveyed under survey no.68/3
- On the North - by the property surveyed under survey no.68/2
- On the South - by the property surveyed under survey no.69/1

AND WHEREAS the VENDORS have agreed to sell unto the PURCHASER, the PURCHASER has agreed to purchase from the VENDORS

Rodrigues Pinto

property surveyed under survey no. 68/4 of village Varca admeasuring a total area of 1,300 square metres. The said property is more particularly described in the SCHEDULE hereinafter appearing and better shown on the plan annexed to this deed, forming an integral part of this Deed.

AND WHEREAS the VENDOR execute the Deed to complete the sale.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That for a total price consideration of Rs.24,00,000/- (Rupees Twenty Four Lakhs only) the receipt whereof the VENDORS do hereby acknowledge, the VENDORS hereby convey and transfer by way of absolute sale UNTO the PURCHASER the property denominated as "PALMAR REPROVADO", Primeiro adicao or "ASCAMOLIO" comprising of coconut and other fruit bearing trees, situated in the village of Varca, admeasuring an area of 1,300 square metres and surveyed under survey no.68/4 of village Varca described in the SCHEDULE hereinafter appearing so that the PURCHASER, for all times hereafter, shall HOLD, HAVE, ENJOY and POSSESS the property described in the SCHEDULE hereinafter appearing along with that is situated therein and with all appurtenances, together with all trees, hedges, ditches, ways, waters watercourse, rights, liberties, privileges, easements, interests, advantages and benefits available to the property or to the VENDORS thereafter, free of all encumbrances and as the absolute VENDORS thereof, without any interference or claim from any person, whomsoever claiming title under the VENDORS AND the VENDORS doth hereby covenant with the PURCHASER that

Blasquez Pinto

notwithstanding any act, Deed, matter or thing whatsoever by the VENDORS or any person or persons lawfully and equitably claiming by, from, through or under or in trust for them made, done, omitted, committed or knowingly or willingly suffered to the contrary, they the VENDORS now have in themselves good right, full power and absolute authority to grant, release, convey, transfer and assure the property hereby granted, released, conveyed, transferred and assured to be unto and to the use of the PURCHASER in manner aforesaid AND that the PURCHASER may at all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the property and receive the rents, issues, and profits thereof and every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or their heirs, executors, administrators and assigns or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the VENDORS AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the VENDORS and well and sufficiently saved, defended, kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever, either already or hereafter had, made, executed, occasioned or suffered by the VENDORS or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the VENDORS AND FURTHER THAT the VENDORS and all persons having or lawfully or equitably claiming any estate or interest at law or in equity to the property or any part thereof from under or in trust for the VENDORS or their heirs, executors, administrators and assigns or any of them shall

Rodriguez Rinta

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 and executed all such further and other acts, Deeds, matters, things, conveyances and assurances in law whatsoever for better and more perfectly assuring the property and every part thereof unto and to the use of the PURCHASER in the manner aforesaid as by the PURCHASER, their heirs, executors, administrators and assigns shall be reasonably required.

2. The VENDORS do hereby covenant with the PURCHASER as under:-
- (a) That the property hereby sold or any part thereof are not the subject matter of any Notification or proceedings under the land Acquisition Act or any other laws for compulsory acquisition of land.
 - (b) That the property hereby sold or any part thereof, is not a part or subject matter of any mortgage, charge or encumbrance or of any document creating any obligation on the land or against the holder thereof.
 - (c) That all taxes payable on the property up to date, have been fully paid.
 - (d) That there is no litigation or proceedings in respect of the property hereby sold or any part thereof, in any Court of law, Tribunal, Forum or lawful authority.
 - (e) That the property hereby sold or any part thereof, is not the subject matter of any attachment or seizure or proclamation of sale before any Court of law, Tribunal, Forum or other local authorities.

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- (f) The title of the VENDORS to the property hereby sold or any part thereof, is subsisting, free, clear and marketable.
 - (g) That the VENDORS have good right, full power and absolute authority to sell the property hereby sold, in the manner in which it is done in this document.
 - (h) That in the event if the PURCHASER is deprived enjoyment of the property hereby sold or any part thereof, on account of defect in title of the VENDORS thereto, the VENDORS shall compensate the PURCHASER appropriately and adequately.
3. That the VENDORS, at the request and cost of the PURCHASER, shall always do or execute or cause to be done or executed, all such further documents, acts, matters and things which will be necessary for the purpose of more perfectly conveying and assuring the title of the property hereby sold in favour of the PURCHASER or to confirm the ownership of the PURCHASER in the property hereby sold.
4. That the VENDORS do hereby authorize the PURCHASER to get transferred the property hereby sold described in the SCHEDULE hereinafter appearing, in favour of the PURCHASER in the Records of Rights i.e. in Form I & XIV by causing necessary mutation in records, by virtue of this document.
5. The VENDORS in this Deed are represented by their legally constituted attorney MR. SYLVESTER RODRIGUES, son of late Jose B. Rodrigues, businessman, resident of 3rd Ward, Colva, Salcete, Goa.

Sylvestre Rodrigues *Attor*

constituted under Power of Attorney, executed on 22.08.2008 before the Notary Mr. A.V.Prabhudessai at Margão.

SCHEDULE

(Description of the property hereby sold)

ALL THAT property denominated as "PALMAR REPROVADO", Primeiro adicao or "ASCAMOLIO" comprising of coconut and other fruit bearing trees, situated in the village of Varca, within the area and jurisdiction of Village Panchayat of Varca, Taluka and Sub District of Salcete, District of South Goa, state of Goa, registered in the Land Registration Office of Salcete Taluka under no.15660 at page 84 of Book No.B40 (New), admeasuring an area of 1,300 square metres and surveyed under survey no.68/4 of village Varca and bounded as follows:-

On the East	-	by the property surveyed under survey no.69/1
On the West	-	by the property surveyed under survey no.68/3
On the North	-	by the property surveyed under survey no.68/2
On the South	-	by the property surveyed under survey no.69/1

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands to this Deed on the day, the month and the year first hereinabove written.

Devidas *Printo*

SIGNED AND DELIVERED
by the withinnamed VENDORS:



Rodrigues
SYLVESTER RODRIGUES as legally
constituted attorney of the VENDORS

LEFT HAND FINGERPRINTS

Little	Ring	Middle	Index	Thumb

RIGHT HAND FINGERPRINTS

Thumb	Index	Middle	Ring	Little

Rodrigues *Alinto*






SIGNED AND DELIVERED
by the withinnamed
PURCHASER:








Pinto

ANTONETA FLORINA PINTO

LEFT HAND FINGERPRINTS

				
Little	Ring	Middle	Index	Thumb

RIGHT HAND FINGERPRINTS

				
Thumb	Index	Middle	Ring	Little

Antojes Pinto

WITNESSES:-

1. Antonio Mendez

2. Blanca (MARIA ESTEVAZ)

Rodriguez

Alinto





GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Margao Goa

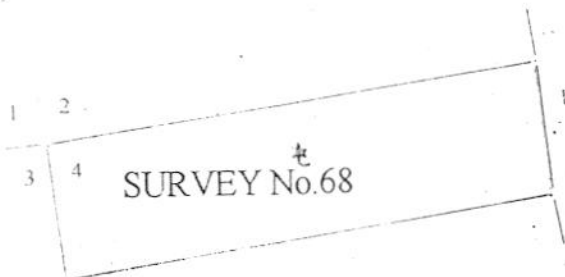


Plan showing plots situated at
 Varca Village
 Salcete Taluka
 S.No./Sub Div No. 68 / 4
 Scale 1:1000

Quo
 26/8/08
 I. S. & L. R.



STRAR O



S. No.69

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Devi Negat...
 26/8/08

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 On 26-08-2008.

Compared by :

Executing Parties:

1 - Mr. Sylvester Rodriguez of Jose B. Rodriguez, businessman, Excmo. National, resident of 2-4, W. Col. Salcedo Gps, legally constituted attorney of honor of Mr. Antonio Francisco Sebastiano Rodriguez and Mrs. Manuelina Rosado Bonobis Rodriguez.

2 - Mrs. Antonela Florina Pinto, wife of Don Cecilio Sylvester Pinto, Excmo. National, resident of H. No. 435, Guayas Vado, Vares Salcedo Gps.

Executing party of.....

dos Land

admits to call also called

sale

Silvestre Rodriguez

Antonela Florina Pinto

Mr. Anthony Gracias, major age, bachelor, Indian National, residing at Curcolim.

and known to the Sub-Registrar states that he personally knows the above executant and identifies

Anthony Gracias R

Margao dated 15/10/2008

SUB-REGISTRAR
SALCETE

REGISTRAR

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