

(SUNDAY, 12:00-4:00 P.)

R.A. GOVERNMENT BLDG.
OPP. DCR BANK
MARUSA-GOA 405 507

D-5/STP(V)/C.R./35/8/2006-RD(PART)



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Name of Purchaser
HDFC Bank Ltd.

Sociedade de Fomento
Industrial pvt. ltd

Authorised Signatory



Lume Pereira

[Signature]

DEED OF SALE

Alexio Antonio de Fiedade Sequeira

[Signature]

NOTARY PUBLIC
MARGAO

THIS DEED OF SALE is made at MARGAO, SALCETE, GOA, on this 23rd day of SEPTEMBER of the Year Two Thousand and Ten (23/9/2010),

BETWEEN

M/s TONIA ESTATES AND RESORTS PRIVATE LIMITED, a company incorporated under the Indian Companies Act 1956, having its registered Office at Raicho Ambo, Raia, Salcete, Goa, holder of Pan Card No. _____, represented herein by its Managing Director,

Mr. ALEIXO SEQUEIRA, son of late Antonio Eusebio da Piedade Sequeira, aged 53 years, businessman, resident at, Raicho Ambo, Raia, Salcete, Goa, by virtue of resolution dated 2/08/10 of the Board of Directors of the said Company, hereinafter called "THE VENDOR" (which expression shall unless repugnant to the context or meaning thereof include its Directors, Assignees and Successors) OF THE FIRST PART,

AND

SOCIEDADE DE FOMENTO INDUSTRIAL PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its Registered office at Vila Flores da Silva, Erasmo Carvalho Street, Post Box No. 31, Margao, Salcete-Goa 403 601, holder of Pan

Aleixo Antonio da Piedade Sequeira
[Signature]

Card represented herein by its Director, Mr. Francisco Lume-Pereira, aged 59 years, son of Mr. Jose Joaquim Lume Pereira, Indian National, residing at Senaulim, Verna, Goa, by virtue of resolution dated 20/09/10 of the Board of Directors of the said Company hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context include his heirs, assigns and legal representatives) OF THE SECOND PART.

All the executing parties to this Deed are Indian Nationals.

WHEREAS:



- (a) At Langotim Ward of Varca Village of Salcete Taluka, there is a property known as "SONARVADO", which is described in the Land Registration Office of Salcete under No. 12135 of Book B 31 New Series and is enrolled in the Land Revenue Office of Salcete under Matriz No. 1299 and is BOUNDED on the EAST by the Property of Jorge Pereira Gomes, on the WEST by the property of Sashikant Vansayca Raicar, on the North by the property of Putu Babu Khandekar, and on the SOUTH by the property of Carlos Luiz;

Alvaro Antonio de Piedade Sequeira

[Signature]

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(b) That the Northern half of the said property is a distinct and independent property which is separately surveyed under Survey No. 100/2 of Varca Village and is fully described in the SCHEDULE below;

(c) That the said property described in the SCHEDULE below originally belonged to Rosario Benedito Afonso and his wife, Lucinda Agneda Fernandes alias Agnesia Dulcina Fernandes alias Dulcina Fernandes;

(d) That the said Rosario Benedita Afonso expired leaving the following as his only heirs, namely, (a) Joao Aleixo Afonso, married to Benedita Travasso e Afonso, (b) Rosa Tereza Afonso, married to Joaquim Torcato Fernandes, (c) Sylvestina Marequinha Afonso, married to Santana Agnelo D'Silva, (d) Caetaninha Afonso, bachelor, (e) Lavina Afonso, married to John Manuel Fernandes, (f) Maria Santana Afonso, married to Succoro C. Vaz and (g) Luis Simao Afonso alias Jeronimo Luis Simao Afonso, married to Esperanca Irene Dias e Afonso alias Esperanca Irene Dias Afonso;

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(e) That upon the death of the said Rosario Benedito Afonso, Orphanological Inventory Proceedings bearing No. 19113/79 were instituted in the Court of the Civil Judge, Senior Division, at Margao and the said property was allotted in the proportion of (a) one-third to Joao Aleixo Afonso, (b) one-third to Luis Simao Afonso and (c) one-third to Caetanino Afonso, with the reservation of the lifetime usufruct to the said Lucinda Agneda Fernandes;

(f) That the said Lucinda Agneda Fernandes has expired on 3rd of March 1999 and therefore the usufruct reserved in her favour came to an end;

(g) That by a Deed of Relinquishment dated 28/9/2006, executed before the Notary Ex-Officio of Judicial Division of Salcete, at Margao, the said Rosa Tereza Afonso and her husband Joaquim Torcato Fernandes, Sylvestina Marequinha Afonso and her husband Santana Agnelo D'Silva, Caetaninha Afonso, bachelor, Lavina Afonso and her

Alexis Antonio de Piedade Sequeira

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husband John Manuel Fernandes, Maria Santana Afonso and her husband Succoro C. Vaz and Luis Simano Afonso have relinquished all their rights in their estate of late Rosario Benedita Afonso and Lucinda Agneda Fernandes;

(h) That the said Joao Aleixo Afonso and his wife, Benedita Travasso e Afonso and Esperanca Irene Dias e Afonso therefore represented that they were absolute and exclusive owners of the said property;

(i) That vide Deed of Sale dated 9/4/2007, duly registered before the Sub-Registrar of Salcete, at Margao, under No.1866 at pages 126 to 174 of Book No.1, Volume No.2014, dated 18/04/07, the said property was sold by the said Joao Aleixo Afonso and his wife, Benedita Travasso e Afonso and Esperanca Irene Dias e Afonso to THE VENDOR;

(j) That vide Deed of Rectification dated 16/09/10 registered before the Sub - registrar of Salcete at Margao of Book I, the said Deed of Sale dated 9/04/07 was rectified and Cactaninho

Alípio Antonio de Piedade Bequeira
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Afonso was made made a confirming party to the Deed.

(k) That THE VENDOR is therefore the absolute and exclusive owner of the said property;

AND WHEREAS THE VENDOR has declared and covenanted unto THE PURCHASER as follows:-

- (a) That they are in lawful occupation, possession and enjoyment of the said property;
- (b) That no person/persons other than themselves are the owners of the said property;
- (c) That they have an absolute right to dispose and/or sell the said property and/or deal with it in any manner whatsoever.
- (d) That they have a clear and marketable title to the said property;
- (e) That there is no legal bar or impediment for this transaction and that the said property is free from encumbrances, liens and/or charges.

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[Signature]

- (f) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/has been received by and/or served upon THE VENDOR, regarding the said property;
- (g) That neither the said property nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- (h) That neither the said property or any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
- (i) That they have not agreed, committed or contracted or entered into any agreement for sale or lease or mortgage or any other
- Alvaro Antonio de Piedade Sequeira*
Alvaro

Agreement with third parties in respect of the said property or any part thereof,

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AND WHEREAS THE VENDOR has agreed to sell to THE PURCHASER and believing the above representations to be true and accurate, THE PURCHASER has agreed to purchase the said property, fully described in the SCHEDULE below, for the total price of Rs. 10,51,96,000/- (Ten Crores Fifty One Lakhs Ninety Six Thousand Only), free from any encumbrance or charge whatsoever;

WHEREAS the actual measurement carried out reveals that the actual area is 11,560 sq.mts.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the price of Rs.10,51,96,000/- (Ten Crores Fifty One Lakhs Ninety Six Thousand Only) Paid by THE PURCHASER to THE VENDOR, vide Cheque bearing No. 141560, dated 23/09/10, drawn on HDFC Bank, Margao Branch. The receipt whereof THE VENDOR does hereby acknowledge and wherefor THE VENDOR does hereby grant full discharge, subject to the realization of the said

Attest Antonio de Piedade Bequer

[Signature]



Cheque), THE VENDOR does hereby TRANSFER BY WAY OF SALE to THE PURCHASER the property surveyed under Survey No. 100/2 of Varca Village, fully described in the SCHEDULE below, TO HOLD the same, ever hereafter as his own absolutely, free from any encumbrance or charge whatsoever; together with all the privilege casement, rights and apartness whatsoever arrival or existing in the property hereby have handed over the peaceful possession of the said property to the purchaser to have and to hold the same unto the use and benefit of the purchaser absolutely and forever.

2. The market value of the land hereby sold is Rs 9100/- per sq mtr.

3. The Vendor does further covenants with the Purchaser of the other part that it shall be lawful for the Purchaser of the other part from time to time and at all times hereafter, to peacefully and quietly hold, enter upon, have occupy, possess and enjoy the said property hereby granted and all the privileges, easements, profits, rights and appurtenances whatsoever to the said property and every part thereof, to and for its own uses and benefits without interruption, lawful claim and/or lawful demand

Alexo Antonio de Piedade Saqueira
Alexo

whatsoever from the Vendor of the First part and the Vendor of the second part or any other person(s).

4. The Vendor does hereby agree to indemnify and keep indemnified the Purchaser of the other part from and/or against all and any losses, damages, costs and expenses, which the Purchaser of the other part may be put to, incur and/or sustain, by reason of any lawful claim being made by anybody whomsoever to the said property and/or by reason of any defect in title of the Vendor to the said property or by reason of the untruthfulness and/or inaccuracy of any representation made herein.

5. The Vendor shall do and each of them doth agree and undertake, as and when called upon by the Purchaser of the other part to do, execute and/or perform all such further acts, deeds and things for the purpose of more perfectly conveying unto the Purchaser of the other part the said property hereby conveyed and/or for the purpose of recording and registering the said property in the name of the Purchaser of the other part in all government records including under the land survey and land revenue records and also under any Records of Rights.

Alejo Antonio de Piedade Soqueira
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6. THE VENDOR does hereby covenant with THE PURCHASER as follows:

- a) That the title of THE VENDOR in the land hereby sold is perfect and unassailable and that THE VENDOR does have the right, power and authority to sell the same without let or hindrance;
- b) That this sale is made free from any encumbrance or charge whatsoever;
- c) That whensoever reasonably required THE VENDOR shall at the cost of THE PURCHASER do all that should be necessary or convenient to ensure that THE PURCHASER peaceably holds and enjoys the land hereby sold to him;

7. That in the event THE PURCHASER is ever dispossessed from the land hereby sold or any part thereof BY REASON OF ANY DEFECT IN THE TITLE OF THE VENDOR, THE VENDOR shall fully compensate THE PURCHASER and shall save THE PURCHASER from any loss and keep the purchaser fully indemnified.

Alcides Antonio de Piedade Saqueira

[Signature]

SCHEDULE

ALL THAT NORTHERN HALF of the property known as "SONARVADO" or "SONVADO", situated at Varca Village of Salcete Taluka and Sub-District, District of South Goa, State of Goa, within the jurisdiction of the Village Panchayat of Varca Village, which is described in the Land Registration Office of Salcete under No. 12135 of Book B 31 New Series and is enrolled in the Land Revenue Office of Salcete under Matriz No. 1299, which is a distinct and independent property and is surveyed under Survey No. 100/2 of Varca Village and bounded as per Survey Records as follows:

EAST: by the Property of Jorge Pereira Gomes,

WEST: by the property of Sashikant Vanaeyca Raicar,

NORTH: by the property of Putu Babu Khandekar,

SOUTH: by the property of Carlos Luiz;

The said property admeasures 11,560 sq.mts. (eleven thousand five hundred and sixty square metres).

Alejo Antonio de Resade Bequeira

[Signature]

IN WITNESS WHEREOF this Deed is made on the day first above mentioned and the parties hereto, have set and affixed their photographs, signatures and finger prints, and seals of the 2 Companies in the presence of Witnesses.

SIGNED AND DELIVERED

By the withinnamed VENDOR
M/s. TONIA ESTATES AND RESORTS PVT. LTD
through its Managing Director:

Aleixo Antonio



e Sequeira

Aleixo Antonio de Piedade Sequeira

(MR ALEIXO SEQUEIRA)

LEFT HAND FINGER IMPRESSIONS:



RIGHT HAND FINGER IMPRESSIONS:



Aleixo Antonio de Piedade Sequeira

[Signature]

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SIGNED AND DELIVERED

By the withinnamed PURCHASER
M/s. SOCIEDADE DE FOMENTO INDUSTRIAL PVT. LTD
through its Director:



[Signature]



(MR FRANCISCO LUME PERIERA)

LEFT HAND FINGER IMPRESSIONS:



RIGHT HAND FINGER IMPRESSIONS:



WITNESSES:

1. *[Signature]* 2. *[Signature]*

Alvaro Antonio de Fiedade Saqueira
[Signature]



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 24-09-2010 12:38:34 PM

Document Serial Number : 4983

Presented at 12:04:00 PM on 24-09-2010 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

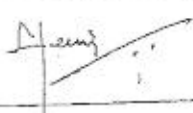
Sr. No	Description	Rs. Pcs
1	Registration Fee	2103520.00
2	Processing Fees	190.00
	Total :	2104110.00

Stamp Duty Required: 3080880.00 Stamp Duty Paid: 3156000.00

Endorsements

Executant

1. Francisco Lume Pereira , s/o..Jose Joaquim Lume Pereira , Married,Indian,age 59 Years,Business,r/oSenzulim Verna Salcete Goa as the Director of Sociedade De Fomento Industrial Pvt. Ltd, Office at Vila Flores Da Silva, Erasmo Carvalho Street, P.O. No.31 Margao Salcete Goa.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv. Isabel Xavier , d/o. Caetano Xavier ,Unmarried,Indian,age 29 Years,Adv.,r/o Margao Salcete Goa	

Sub-Registrar

2025 - 10/09/2010
MAY 10 2010



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 24-09-2010 12:54:30 PM

Document Serial Number : 4983

Presented at 12:04:00 PM on 24-09-2010 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	2103920.00
2	Processing Fees	190.00
	Total :	2104110.00

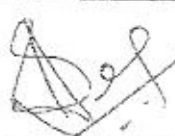
Stamp Duty Required: 3080880.00

Stamp Duty Paid: 3156000.00

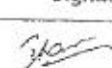
Endorsements

Applicant

Alex Sequeira, S/o. Late Antonio Sequeira, Married, Indian, age 53 Years, Business, r/o Raia, Salcete, Goa As Managing Director of M/s. Tonia Estates and Resorts Pvt. Ltd, having its office at Raia, Salcete, Goa, Pan AACCO-00A

Photo	Thumb Impression	Signature
		

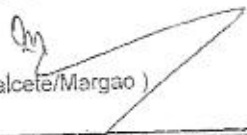
Identification

Sr. No.	Witness Details	Signature
1	Adv. Isabel Xavier, d/o. Caetano Xavier, UnMarried, Indian, age 29 Years, Adv., r/o Margao Salcete Goa	

Sub-Registrar



Book-1 Document
Registration Number MGO-BK1-04950-2010
CD Number MGOD30 on
Date 24-09-2010


Sub-Registrar (Salcete/Margao)

Scanned By:-

Signature:-

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