

REGISTER SALARTE

SALCETTE

DEED OF SALE

DEED OF SALE is made at Margao, Goa, .on THIS this 3rd day of July, 2008 - BETWEEN -

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Value of Purchaser

Residence Margao Father's Name

Purpose Transacting

Partier

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CAMILO FRANCIS TREVOR BRAZ

Jicense No. JUD/STP/2/99/SAL Signature Of purchase.

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(1)(a) SMT. MARTA VIEGAS aged 82 years, widow of Hermano dos Remedios Rodrigues, resident Salcete, Goa, (b) MISS MILENA ODELIA Davorlim, DOS REMEDIOS RODRIGUES, aged 56 ANTONETA dos Remedios daughter of late Hermano spinster, resident of Davorlim, Salcete, Rodrigues, MARIA DO CEU HELMANA DOS REMEDIOS RODRIGUES, aged 55 years, spinster, daughter of

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said late Hermano dos Remedios Rodrigues, resident of Davorlim, Salcete, Goa, (d) SMT. MARIA JOSEFA DIVINA PROVIDENCIA DOS REMEDIOS RODRIGUES. aged 54 years, daughter of late Hermano dos Remedios Rodrigues and her husband (e) MR. BOSCO PEDRO JORGE RODRIGUES, major of age, son of Louis Francisco Rodrigues, both residents of Margao, Goa, (f) DR. JOSE DOMINGOS SAVIO DOS REMEDIOS RODRIGUES, aged 51 years, son of late Dr, Hermano dos Remedios Rodrigues, and his wife (g) DR. (MRS) MARIA JOSE WISEMAN PINTO, major of age, daughter of late Felizardo Wiseman Pinto, both residents of Panaji, Goa, (h) DR. ANTONIO DOS REMEDIOS RODRIGUES, son of late Dr, Hermano dos Remedios Rodrigues, aged 52 years and his wife (i) MRS. ARLEINE RODRIGUES E D'SOUZA, aged 41 years, both residents of Davorlim, Salcete, Goa, and said members (1)(a), (b), (c), (d), (e) and (g) are represented herein through their constituted attorney said DR. JOSE DOMINGOS SAVIO DOS REMEDIOS RODRIGUES by virtue of Power of Attorney dt. 9th May 1998 executed before the Notary Adv.K.S.Angle of Margao, true copy of which is

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filed herewith, hereinafter referred to as the "VENDORS" of the ONE PART -AND -

(2) M/S.KASHINATH DAMODAR NAIK, a partnership firm, duly registered under Indian Partnership Act, 1932, having office at Laxmi Building, Below Cine Lata, Margao, Goa, represented herein through its partner, MRS. SUSHANTA DATTA NAIK, wife of Mr. Datta Damodar Naik, major of age, resident of Comba, Margao, Goa, hereinafter referred to as the "PURCHASER" of the OTHER PART.

All parties to this deed including the partners of the PURCHASER are Indian Nationals.

Each of the expressions "THE VENDORS" and "THE PURCHASER" herein used shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators, successors, partners and assigns as the case may be.

WHEREAS there exists a property known as COTBON - INDONA, situated at Davorlim, within the

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area of Village Panchayat of Davorlim Dicarpale, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.23091 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.104 and surveyed under Nos.100/7 and 77/6 of Davorlim village, more particularly described in the SCHEDULE "A" hereunder and hereinafter referred to as the "said property";



AND WHEREAS the said property originally belonged to Dr, Hermano Rodrigues, on whose death the said property devolved upon the VENDORS herein as his only heirs and successors, having been qualified by Deed of Succession drawn on 13th April 2000 by Ex-officio Notary of Salcete recorded at page 3 onwards of Book No.1414;

AND WHEREAS the VENDORS are now sole owners and possessors of the said property;

AND WHEREAS the VENDORS have separated and/or disannexed various portions of the said property for the purpose of sale and two of the portions

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marked as Plots A and F have been already disposed of:

AND WHEREAS the Plots B and C are two portions of land of said property, shown in the plan annexed hereto, forming each an independent and separate property, hereinafter referred to as the "said plots" and more particularly described in the SCHEDULE "B" hereunder, which plots have not been sold or disposed of;

AND WHEREAS the VENDORS have represented and declared to the PURCHASER that:

- a) the said plots are free from all encumbrances, charges, easements, liens or defects in title of whatsoever nature;
- b) the VENDORS herein are the sole owners possessors of the said plots and their title to the said plots is clear, valid, marketable and subsisting;
 - c) the said plots are not subject to any land

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acquisition proceedings or any other proceedings;

- d) the said plots are not subject to any attachments from any court of law nor any litigations or proceedings pending in respect of the same in any court of law;
- e) the said plots are not subject to requisition or attachment by Income Tax Department or any other department or any other Government Authority;
- f) the said plots have not been the subject matter of any previous Agreement of Sale, Mortgage, charge etc;
- g) the said plots are not subject to any rights from any other persons, except the structures existing in said Plot B has been leased out to various persons;

AND WHEREAS believing the said representations as true, the PURCHASER agreed to purchase the said

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plots for total consideration of Rs.17,00,000/(Rupees seventeen lakhs only) and the VENDORS
have agreed to sell the same to the PURCHASER for
said consideration, vide Agreement for Sale cum
Development dt. 5th July,2007 duly registered in
the office of the Sub-Registrar of Salcete, Margao
under No.3565 at pages 186 to 220 of Book No.I
Vol.2559 dt.27.07.2007;

AND WHEREAS the parties have agreed to complete the sale by executing the sale deed.

NOW THIS DEED WITNESSETH AS UNDER:

1. That pursuant to the said agreement and in consideration of the sum of Rs.17,00,000/- (Rupees seventeen lakhs only) which has been already paid by the PURCHASER to the VENDORS before the execution of these presents in instalments as per the said Agreement dt.5th July 2007, the receipt whereof the VENDORS hereby admit and acknowledge and discharge the PURCHASER absolutely and forever, they the VENDORS as owners and possessors hereby convey, sell, transfer, assign

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and assure by way of sale UNTO the PURCHASER ALL THAT the said plots B and C of the property known as "COTBON - INDONA", situated at Davorlim, Salcete, Goa and more particularly described in the SCHEDULE "B" hereunder, TOGETHER WITH all the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging to anywise appurtaining thereto AND ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the VENDORS to the said plots hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto and to the use and benefit of the PURCHASER absolutely and forever.

- 2. The VENDORS hereby covenant with the PUR-CHASER that -
- a) the VENDORS now have in themselves good right and full power to convey and transfer by way of sale the said plots hereby conveyed or intended

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so to be unto and to the use of the PURCHASER in the manner aforesaid;

- all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said plots hereby conveyed with their appurtenances and receive the profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the VENDORS or by any person/s claiming or to claim, from, under or in trust for them or any of them;
- c) the VENDORS and all persons having or claiming any estate, right, title or interest in the said properties hereby conveyed or any part thereof by, from, under or in trust for the VENDORS or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things whatsoever for better and more pefectly and absolutely granting the

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said properties and every part thereof hereby conveyed unto and to the use of the PURCHASER in the manner aforesaid as by the PURCHASER, their executors or administrators and assigns shall be reasonably required.

d) the PURCHASER shall hold the said plots free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the VENDORS and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, title, charges, encumbrances whatsoever made, occasioned or suffered by the VENDORS or by any person/s claiming or to claim by, from, under or in trust for them.

3. That stamp duty of Rs.20,000/- (Rupees twenty thousand only) has been paid alongwith this deed as stamp duty of Rs.14,100/- has been paid alongwith the said Agreement of Sale dt. 5th July 2007. The entire registration charges in respect of the present sale has been paid at the time of execution of said Agreement.

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SCHEDULE "A"

(Description of the said property)

All that property known as COTBON - INDONA, situated at Davorlim, within the area of Village Panchayat of Davorlim Dicarpale, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, registered in the Land Registration Office of Salcete under No. 23091 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.104 and surveyed under Nos.100/7 and 77/6 of Davorlim village, together having an area of 6375 sq. mts and bounded on the east by property of the heirs of Francis Borges and partly by Francis Borges, Joao Borges and Antonetta Borges, on the west by the property of heirs of Miguel Colaco and Atmaram Narain Sawant and Prabhakar Sawant, on the north by road going to St. Jose de Areal Curtorim and on the south by property under Survey No.77/5. The portion surveyed under No.100/7 and 77/6 is separated by nalla.

SCHEDULE "B"

(Description of the said plots)

All that Plots B and C, forming parts of the property described in the SCHEDULE "A" hereinabove and

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forming parts of the property surveyed under No. 100/7 of Davorlim village and area and boundaries of said plots are as under:

Plot B has an area of 555 sq. mts, wherein there exists two structures, forming an independent and separate property and bounded on the east by reserved road, on the west by property surveyed under No. 100/6, on the north by Plot A of same property and on the south by Plot C of same property;

Plot C has an area of 774.80 sq. mts, forming an independent and separate property and bounded on the east by reserved road, on the west by property surveyed under No.100/6, on the north by Plot B of the same property and on the south by Plot D of same property.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first hereinabove mentioned.

Andrique Gdschefrigun



VENDORS:



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DR. JOSE DOMINGOS SAVIO DOS
REMEDIOS RODRIGUES,
Vendor No. (1)(f) for self
and as attorney of
Vendors Nos. (1)(a), (b), (c), (d),
(e) and (g)





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DR. ANTONIO DOS REMEDIOS RODRIGUES





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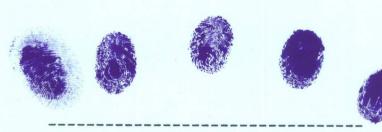
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MRS.ARLEINE RODRIGUES E D'SOUZA

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PURCHASER:

For KASHINATH DAMODAR NAIK

PARTNER

SUSHANTA DATTA NAIK, Partner For M/s.KASHINATH DAMODAR NAIK





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WITNESSES:

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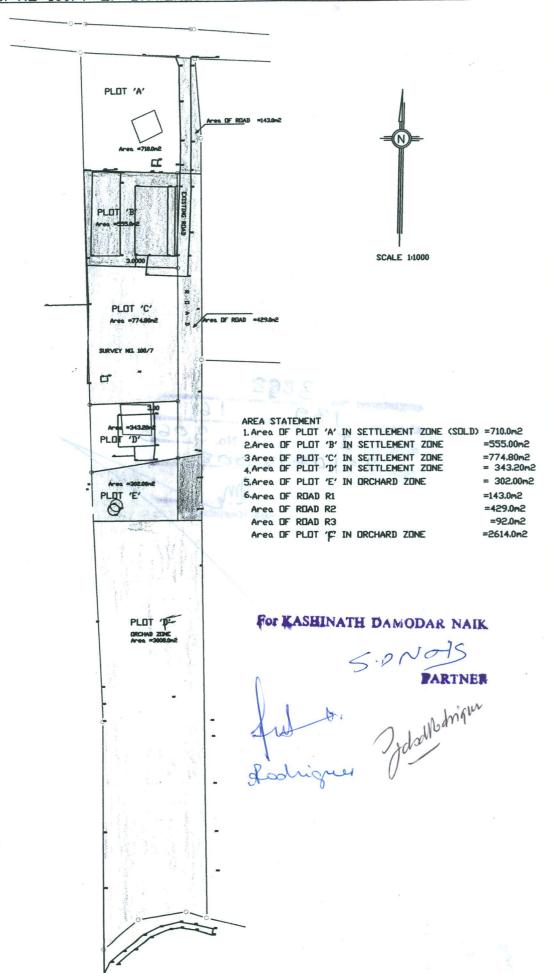
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PLAN OF THE PROPERTY S. NO 100/7 OF DAVORLIM VILLAGE OF SALCETE TALUKA

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