

Novem Village,
Plot C

Sumit Bells

Recd dt: 26/02/2013

INDUSIND BANK LTD
CHAZE ART GALLERY
ABADE FARLA ROAD
MARGAO-GOA-403 601
D-5/STP(V)/C.R/35/8/2006-RD(PART-I)

भारत 05549 NON JUDICIAL गोवा
160355 MAY 03 2012
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R.0392700/- PB6675
INDIA STAMP DUTY GOA

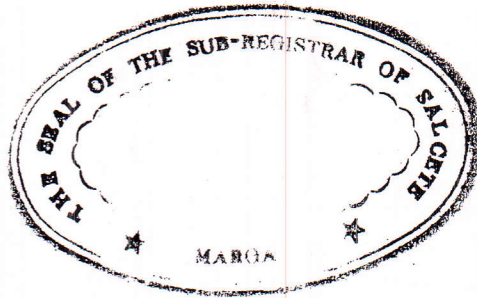
-1-

Name of Purchaser SUMIT WOODS PRIVATE LIMITED
For Indusind Bank Ltd.

Authorised Signatory
SANJAY KARMALKAR
DEPUTY MANAGER
SS. NO.2654

26/1/12

Mitaram Ramlal Jangid



DEED OF SALE

THIS DEED OF SALE is made and entered at Margao - Goa, Taluka and Registration Sub-District of Salcete, Revenue District of South Goa, in the State of Goa, on this 3rd day of May, in the Year Two Thousand and twelve (03/05/2012).

-1-

Mitaram

For Biodiversity Conservation (India) Pvt. Ltd.

Authorised Signatory

BETWEEN:-

(1.) M/s. BIO- DIVERSITY CONSERVATION INDIA PRIVATE LIMITED, a Company incorporated under the Indian Companies Act 1956, having its Registered Office at No. 397, 13th Cross, Sadashivnagar, BANGALORE, 560 080, and having PAN Card No. AAACB5891M, represented in this Deed of Sale by its AGM, Business Development, SHRI. SELVARAJ B, age 40 years, married, Indian National, resident of Sadashivnagar, B'lore he being appointed to execute the present Deed of Sale in terms of Resolution of Board of Directors dated 28/04/2012. A certified copy of the same is filed along with this Deed of Sale, hereinafter referred to as "THE VENDORS" (Which expression shall unless repugnant to the context or meaning thereof mean and include its Directors for the time being, their representatives heirs, successors, executors administrators, nominees and assigns and business successors) OF THE FIRST PART.

AND :-

(2.) M/s. SUMIT WOODS PVT LTD, a Private Limited Company registered under Indian Companies Act 1956, having its Registered Office at 101, "MITASU ENCLAVE", F. P. No. 560, TPS III, R.M. Bhattad Road, Chikuwadi Borivali (W) Mumbai 400

For Biodiversity Conservation (India) Pvt. Ltd.

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092 , and Goa Office at S-102 "SUMIT CLASSIC", Opp. Ponda Municipal Council, Sadar Ponda Goa 403 401, having PAN Card No. AAICS1358B, represented by its Director SHRI. MITARAM RAMLAL JANGID, aged 53 years, married, businessman Indian National, resident of Mumbai, MAHARASHTRA, he being represented in this Deed of Sale in terms of Resolution passed in Board of Directors meeting held on 02/05/2012. A certified copy of the same is filed along with this Deed of Sale, hereinafter referred to as "THE PURCHASERS" (Which expression shall unless repugnant to the context or meaning thereof mean and include its Directors for the time being, their representatives heirs, successors, executors administrators, nominees and assigns and business successors) OF THE SECOND PART.



WHEREAS their exist property known as "ANUZ SECOND ADDITION" also known as "COPEL BHAT" also known as "ONOXEM" situated at Nuvem within the limits of Nuvem Village Panchayat, Sub- District and Taluka of Salcete, District of South Goa in the state of Goa is not registered in the Land Registration Office but the same is enrolled in the Office of Land Revenue under Matriz No.143 consisting of three separate survey number namely property surveyed under Survey No. 268/3 of Nuvem Village admeasuring 2635.00 Sq. mts (Two thousand six hundred thirty five) Square metres, Survey No. 268/3-B of Nuvem Village

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admeasuring 3740.00 (Three thousand seven hundred forty square metres) and Survey No. 269/5 admeasuring 3050.00 (Three thousand fifty square metres) thus totally admeasuring an area of 9425.00 or thereabouts (Nine thousand four hundred twenty five square metres), hereinafter referred to as "THE SAID PROPERTIES."

AND WHEREAS THE SAID PROPERTIES is a part and parcel of the larger property known as "ANUS" also known as "ANUZ SECOND ADDITION" also known as "COPEL BHAT" also known as "ONOXEM" surveyed under Survey Nos. 268/3 admeasuring 9125 Square metres and Survey No. 269/5 admeasuring 3050 Square metres of Nuvem Village which earlier belonged to Smt. Ines da Conceicao Alvares who sold the same vide Deed of Sale dated 15/12/1966, registered in the Office of Sub- Registrar Salcete under No. 242 at pages 155 to 159 of Book No. I Volume 18 dated 15/02/1967 unto Mr. Surya Upendra Raikar, Atchut Upendra Raikar, Mr Anand Upendra Raikar, Tulsidas Upendra Raikar, Mr Damodar Upendra Raikar and Chandrakant Upendra Raikar.

AND WHEREAS subsequent to the purchase of the aforesaid property, one of the co-owner Shri Chandrakant Upendra Raikar expired leaving behind his wife Mrs. Latika Chandrakant Raikar

Latika

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Latika
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as his widow and his moiety holder and three children namely Mrs. Kalpana kantikumar Lotlikar married to Kantikumar Tukaram Lotlikar, Mrs Mrudula Gurudas Lotlikar married to Gurudas Raya Lotlikar and Ms. Nisha Chandrakant Raikar as his sole and universal heirs.

AND WHEREAS in terms of two separate Deed of Sale dated 26/09/1992 registered in the Office of Sub- Registrar of Salcete under No.199 at pages 379 to 393 of Book No. I, Volume No. 266 dated 09/03/1993 and Deed of sale dated 28/09/1992 registered in the Office of Sub- Registrar of salcete under No.198 at pages 362 to 378 of Book No. I, Volume No.266 dated 09/03/1993, the aforesaid owners namely Surya Upendra Raikar and his wife Premabai Surya Raikar, Latika Chandrakant Raikar, Kalpana kantikumar Lotlikar and her husband Kantikumar Tukaram Lotlikar, Mrudula Gurudas Lotlikar and her husband Gurudas Raya Lotlikar, Nisha Chandrakant Raikar, Atchut Upendra Raikar and his wife Smita Atchut Raikar, Anand Upendra Raikar and his wife Rajashri Anand Raikar Tulsidas Upendra Raikar and his wife Neeta Tulsidas Raikar and Damodar Upendra Raikar and his wife Anjali Damodar Raikar sold THE SAID PROPERTIES, which is part of the aforementioned larger property known as "ANUS" also known as "ANUZ SECOND ADDITION" also known as "COPEL

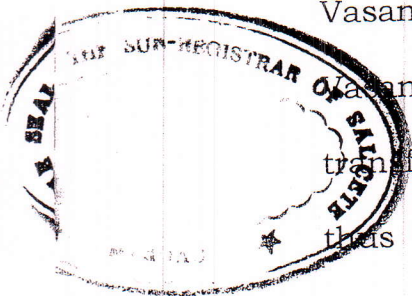
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BHAT" also known as "ONOXEM" to Shri Rajan Nagesh Lotlikar, Shri Kiran Vasant Naik, and Shri Digambar Vasant Kamat.

AND WHEREAS the Government acquired a portion of the aforementioned the larger property admeasuring an area of 288.00 Square metres under survey No. 268/3 of Nuvem Village for the purpose of construction of road and accordingly a road has now been constructed in survey No. 268/3 bifurcating it into two parts namely Survey No. 268/3 and Survey No. 268/3-B of Nuvem Village.

AND WHEREAS in terms of Deed of sale dated 30/04/2007 registered before the Sub- Registrar of Salcete at Margao under registration No.2323 at pages 156 to 190 Book No.I, Volume No.2454 dated 11/05/2007, executed by Shri Rajan Nagesh Lotlikar and his wife Smt Pratibha Rajan Lotlikar, Shri Kiran Vasant Naik and his wife Smt Disha Kiran Naik and Shri Digambar Vasant Kamat and his wife Smt Asha Digambar Kamat sold and transferred THE SAID PROPERTIES in favour of THE VENDORS, thus THE VENDORS became absolute owner in possession, occupation and enjoyment of THE SAID PROPERTIES described in the SCHEDULE - I, hereunder written.



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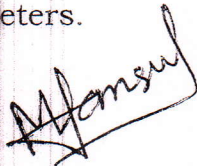
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AND WHEREAS THE VENDORS agreed to sell the PLOT - C, admeasuring 3740.00 square meters surveyed under Survey No. 268/3-B Village Nuvem, hereinafter referred to as "SAID PLOT", of THE SAID PROPERTIES more particularly described in the SCHEDULE - II herein infavour of THE PURCHASERS for total consideration of ₹.1,30,90,000/- (Rupees one crore thirty lakhs ninety thousands only).

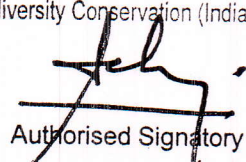
AND WHEREAS further THE VENDORS hereby confirm, Warrant, declare and represent to THE PURCHASERS that:-

a. The VENDORS are the absolute owners and in actual possession of the SAID PLOT, more particularly described in Schedule - II, both in title and physical possession and are exclusively entitled to own, hold, possess and/or deal with the same in any manner and transfer the same including by way of Deed of Sale to any persons of the choice of THE VENDORS without any hindrance whatsoever.

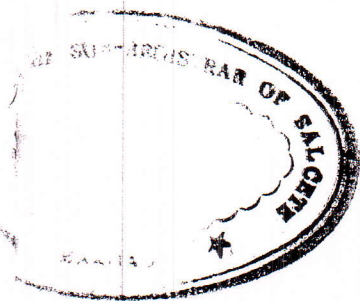
b. The total area of the SAID PLOT is 3740.00 Square meters.



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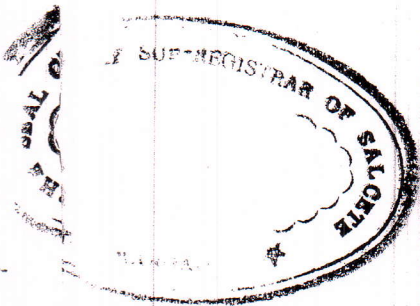


- c. No part of the SAID PLOT is covered/ affected by any reservation, coastal regulation or any Government order adversely affected the SAID PLOT.
- d. There are no tenants/ Mundkars on the SAID PLOT and THE VENDORS are exclusively in occupation and possession of the SAID PLOT.
- e. The title of THE VENDORS to the SAID PLOT is clean, clear and marketable and free from all or any encumbrances, charges, liens, burdens of whatsoever nature and that THE VENDORS have not received any injunction or restraint order from any Court authority, Tribunal in regard to the sale of the SAID PLOT or any part thereof and THE VENDORS have absolute right and are fully entitled to enter into this Deed of Sale.
- f. The SAID PLOT is shown in the settlement Zone.
- g. The SAID PLOT is absolutely free from litigation, suits, claims, demands, encumbrances, easement, rights charges liens and /or attachment of any kind whatsoever.

Mangul

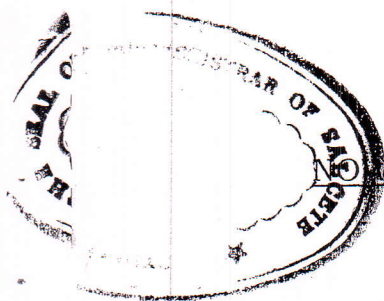
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h. That no notice(s) or of attachments from the Central or State Government or any other local body or authority under any Municipal Corporation Act, Village Panchayat Act or any other acts or any schemes and the Legislative enactments, Government ordinances, orders or notifications including Notice/ Proceeding for Acquisition, Requisition or other recovery proceedings under the Income Tax Act, R.B.I, Public Demands Recovery Act or any DRT or any other Acts or statute, law or Regulations including scrutinization under SEBI Acts and other laws such as the Consumer Protection Act, either before the District forum or the Commissioner - State or National or has been received by or levied up on THE VENDORS herein in respect of the SAID PLOT or any part thereof.

i. No part of the SAID PLOT is covered / affected by any reservation, costal regulation or any Government order adversely affecting the SAID PLOT.



THEREFORE THIS DEED OF SALE WITNESSES AS UNDER:-

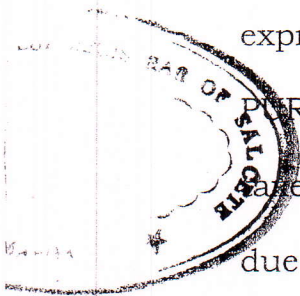
1. That in pursuance of Agreement between THE VENDORS and THE PURCHASERS and in consideration of sum of ₹.1,30,90,000/- (Rupees one crore thirty lakhs ninety thousands

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only) towards full and final payment made by THE PURCHASERS to THE VENDORS, and THE VENDORS having received the entire consideration towards the Sale of the SAID PLOT from THE PURCHASERS, and the receipt whereof THE VENDORS hereby admit and acknowledge and from the same and every part thereof do forever acquit, release and discharge THE PURCHASERS THEY THE VENDORS DO HEREBY GRANT, TRANSFER, ASSIGN, ASSURE AND CONVEY the SAID PLOT more particularly described in the Schedule-II hereunder written and indicated in red coloured boundary line on the plan annexed to hereto together with right to all severs, trees, drains, ways, paths, passages, waters watercourses, right to lights, liberties, privileges, easements advantages and appurtenance whatsoever available to the SAID PLOT or on otherwise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto and all the estate, rights title, interest, property use, possession, claim and demand whatsoever of THE VENDORS into and upon the SAID PLOT, and every part thereof hereby granted and conveyed or expressed so to be UNTO AND TO THE USE OF THE PURCHASERS forever SUBJECT HOWEVER to payment of all taxes, rates assessments, dues and duties hereafter to become due and payable to the Government or any other Public or Local body in respect thereof AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS that notwithstanding any



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act, deed or thing by THE VENDORS or executed or knowingly suffered to the contrary they THE VENDORS now have in themselves good right, full power and absolute authority to grant the SAID PLOT hereby granted and conveyed and expressed to be UNTO AND TO THE USE OF THE PURCHASERS FOREVER in manner aforesaid AND THAT THE PURCHASERS shall and may at all times hereafter quietly and peacefully possess and enjoy the SAID PLOT and receive the rents and profits thereof without any lawful eviction, interruption and claim and demand whatsoever from or by THE VENDORS or any person lawfully or equitably claiming from, under or in trust for them AND THAT FREE FROM ALL ENCUMBRANCES WHATSOEVER made suffered by THE VENDORS or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT THE VENDORS or any person or persons lawfully or equitably claiming any estate or interest in the SAID PLOT, of land or any part thereof or part of the same shall and will from time to time and at all times hereafter at the request and cost of THE PURCHASERS do and execute and cause to be done and execute all such acts, deeds and things whatsoever for further and more particularly assuring the SAID PLOT UNTO AND TO THE USE OF THE PURCHASERS in the manner aforesaid as shall or may be reasonably required.

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2. THE VENDORS hereby covenants with THE PURCHASERS and assures and declares unto it as follows:-

(a) That the SAID PLOT hereby conveyed, transferred, sold and assured unto THE PURCHASERS has not been encumbered by THE VENDORS and that THE VENDORS whilst executing this Deed have lawful power and authority to effect this Sale, transfer, conveyance as the exclusive and absolute owners and have good, valid, clean, legal, exclusive and marketable title to the SAID PLOT including the right to alienate the same by way of sale as hereby done and that THE VENDORS has not done anything to subject the said plot, to any lease, mortgage, charge, or lien or attachment or encumber any other rights of whatsoever.

(b) That should as a result of any defect, discovered hereinafter, in the title of THE VENDORS to the SAID PLOT or any part thereof, THE PURCHASERS or its successors and/or assigns be divested of ownership or deprived of the possession of the SAID PLOT or any part thereof then in such event, THE VENDORS shall be civilly liable to THE PURCHASERS, its successors and or assigns or any of them in full in respect of any loss or and damages sustained by reason thereof. THE VENDORS does hereby, subject to aforesaid keep indemnified THE PURCHASERS, its successors and assigns or any of them and save them or any of them harmless against all

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or any loss including the breaches of any covenants hereinabove on the part of THE VENDORS damages, costs, charges and expenses if suffered/ incurred as a result thereof.

(c) That THE VENDORS shall and will from time to time and at all times hereafter at the request of THE PURCHASERS sign such further deeds, documents or papers and/or do and execute or cause to be done and executed by other persons, if any found to be having or claiming any estate, rights, title or interest in to the SAID PLOT or any part thereof, all such further and other lawful acts, deeds, things matters conveyances and assurances in law whatsoever as THE PURCHASERS or its successors or assigns may from time to time require them to do for the purpose of having the transfer of ownership and possession of the SAID PLOT recorded in the name of THE PURCHASERS in all Government records including the Land Revenue office and or office of Records of right etc.

(d) Upon execution of Deed of Sale, THE VENDORS have delivered the vacant, peaceful and exclusive possession of THE SAID PLOT in favour of THE PURCHASERS. THE PURCHASERS are entitled to get mutation their name in Survey No. 268/3-B of Village Nuvem, and to record their names in the Government Offices, Municipal bodies, Village Panchayat and other bodies.

M. Gangul

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(e) That there is no litigation or legal proceeding pending before the Court/Tribunal Forum, commission or Quasi Judicial Authorities in respect of the SAID PLOT and that the SAID PLOT is not subject to any notice/s or Notifications of the proceedings for Acquisition / Requisition under the Land Acquisition Act that is to say that SAID PLOT is not affected by lispendens proceedings / for acquisition / requisition.

(f) That THE VENDORS have not at any time heretofore made, done, executed. Omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof they are prevented from conveying, transferring and assuring the SAID PLOT or in the manner hereby done or whereby or by reason or means whereby the same or any part thereof are/is, can, shall or may be charged, encumbered, impeached or prejudicially affected in estate, title or otherwise howsoever.

(g) That the Land Revenue payable in respect of the SAID PLOT and every part thereof has been paid regularly and all rates, taxes, levis, duties and charges whatsoever if payable to the Government or other statutory or local bodies including the land revenue up to date of Deed of Sale shall be paid by THE VENDORS directly to the authorities concerned.

M. Jangid

For Biodiversity Conservation (India) Pvt. Ltd.

[Signature]
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(h) That THE VENDORS have not reserved any part of SAID PLOT herein conveyed.

3. The Market Value of the SAID PLOT is ₹.1,30,90,000/- (Rupees one crore thirty lakhs ninety thousands only)and stamp duty of ₹.3,92,700 is paid herein.

4. That this Deed of Sale is exempted from the Notification issued by the Revenue Department under No. RD/LAN/LRC/ 318/77 dated 24/08/1978 published in the Official gazette, Series II, No. 21 of the above date as the parties are neighter hailing from Schedule castes or schedule tribes.

5. THE PURCHASERS has paid the consideration of ₹.1,30,90,000/- (Rupees one crore thirty lakhs ninety thousands only) to THE VENDORS as under:-

a.) By D.D. No. 011743 dated 01/02/2011 drawn on H.D.F.C. Bank, Ponda Goa a sum of ₹.10,00,000/- (Rupees ten lakhs only).

b.) By D.D No 012891 dated 3/5/2012 draw on HDFC Bank, Ponda Goa a sum of Rs 20,90,000/- (Rs Twenty laes Ninety thousand only)

c) By DD No 012892 dated 3/5/2012 drawn on HDFC Bank, Ponda, Goa a sum of Rs 1,00,00,000 /- (Rs One crore only)

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Authorised Signatory

SCHEDULE-I

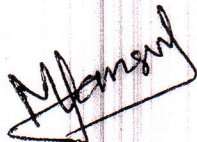
(DESCRIPTION OF THE SAID PROPERTIES)

ALL THAT property known as "ANUZ SECOND ADDITION" also known as "COPEL BHAT" also known as "ONOXEM" situated at Nuvem within the limits of Nuvem Village Panchayat, Sub- District and Taluka of Salcete, District of South Goa in the state of Goa is not registered in the Land Registration Office but the same is enrolled in the Office of Land Revenue under Matriz No.143 consisting of three separate survey number namely property surveyed under No.268/3 of Nuvem Village admeasuring 2635.00 Sq. mts (Two thousand six hundred thirty five) Square metres, 268/3-B of Nuvem Village admeasuring 3740.00 (Three thousand seven hundred forty square metres) and 269/5 admeasuring 3050.00 (Three thousand fifty square metres) thus totally admeasuring an area of 9425.00 or thereabouts (Nine thousand four hundred twenty five square metres)

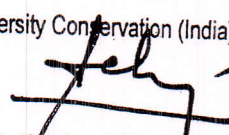
SCHEDULE -II

(DESCRIPTION OF THE SAID PLOT)

ALL THAT PLOT -C, admeasuring 3740.00 Square metres of the larger property known as "ANUZ SECOND ADDITION" also known as "COPEL BHAT" also known as "ONOXEM" situated at Nuvem within the limits of Nuvem Village Panchayat, Sub- District and Taluka of Salcete, District of South Goa in the state of Goa is not



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registered in the Land Registration Office but the same is enrolled in the Office of Land Revenue under Matriz No.143. The SAID PLOT, is surveyed under survey No. 268/3-B of Village Nuvem and is bounded as under:-

On or towards the East:- By Nalla,

On or towards the West: By road under survey No.268/3-A,

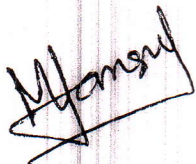
On or towards the North:- By the property heirs of Antonio Rosario

Gonzaga Alvares, and

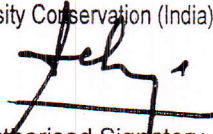
On or towards the South:- By the property under survey

No.268/4.

IN WITNESS WHEREOF the parties have executed these presents the day and year first hereinabove written.



For Biodiversity Conservation (India) Pvt. Ltd.

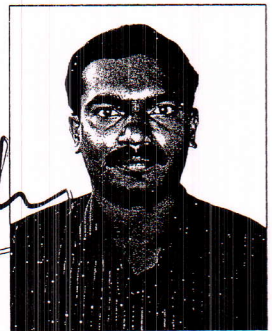

Authorised Signatory

SIGNED AND DELIVERED BY THE }
WITHIN NAMED THE VENDORS

M/s. BIO- DIVERSITY CONSERVATION INDIA PRIVATE LIMITED.

For Biodiversity Conservation (India) Pvt. Ltd.

(SHRI. SELVARAJ B.)
Authorised Signatory



Left hand finger impressions.

Right hand finger impressions.

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For Biodiversity Conservation (India) Pvt. Ltd.

Authorised Signatory

SIGNED AND DELIVERED BY THE }
WITHIN NAMED THE PURCHASERS

M/S. SUMIT WOODS PVT. LTD.



M. Jangid

M. Jangid

(SHRI. MITARAM RAMLAL JANGID)



Left hand finger impressions.



Right hand finger impression.

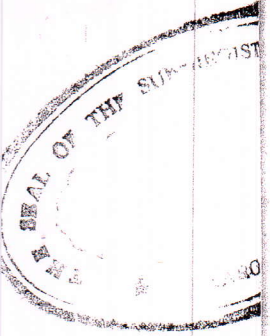
Witnesses:-

1. *M. Jangid*
2. *Navanram*

M. Jangid

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Authorised Signatory



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of The Inspector Of Survey & Land Records
MARGAO - GOA

Plan showing plots situated at

Nuvem Village

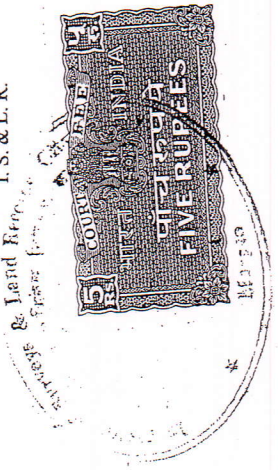
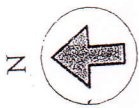
Salcete Taluka

S.No./Sub Div No. 268 / 3 & 3-B.

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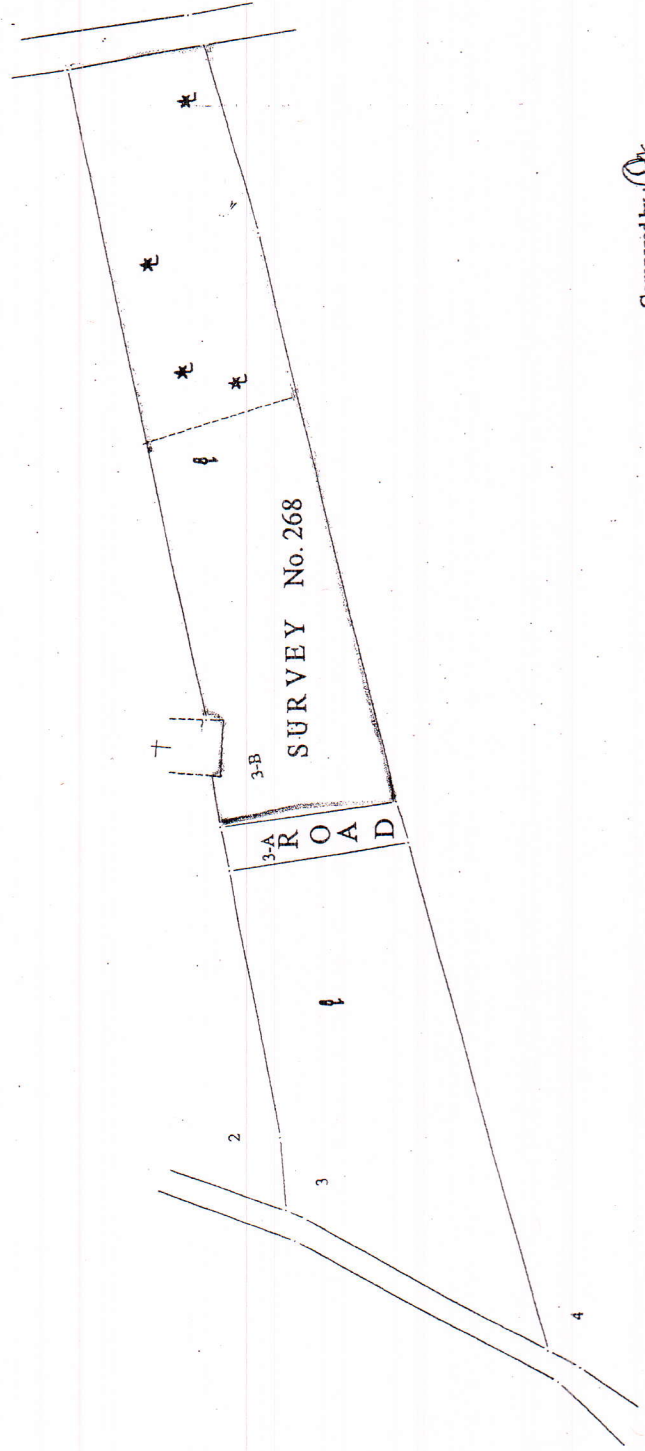
I.S. & L.R.



M. Hansen

For Biodiversity Conservation (India) Pvt. Ltd.

[Signature]
Authorised Signatory





Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 03-05-2012 03:17:07 PM

Document Serial Number : 2621

Presented at 02:37:00 PM on 03-05-2012 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	654500.00
2	Processing Fees	250.00
	Total :	654750.00

Stamp Duty Required: 317700.00

Stamp Duty Paid: 392700.00

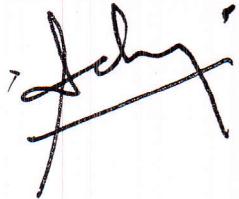
Mitaram Ramlal Jangid presenter

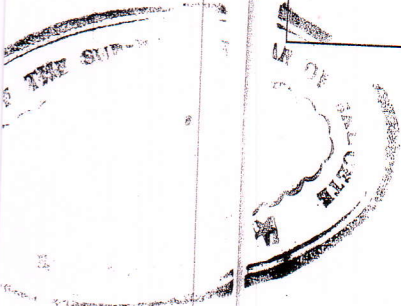
Name	Photo	Thumb Impression	Signature
Mitaram Ramlal Jangid, s/o. Mr. Ramlal Jangid , Married, Indian, age 53 Years, Business, r/o Mumbai, Maharashtra as Director of M/S. SUMIT WOODS PVT. LTD., , having office at 101, 'MITASU ENCLAVE', F. P. No.560, TPS III, R. M. Bhattad Road, Chikuwadi Borivali(W) Mumbai 400 092 & Office at 'S-102, 'SUMIT CLASSIC', op. Ponda Municipal Council, Sadar Ponda, Goa. (vide Resolution dated 02/05/2012)			

Endorsements

Executant

1 . Selvaraj B., s/o. Balappa, Married, Indian, age 40 Years, Business, r/o 397, 13 th Cross, Sadashinagar, Bangalore, 560 080 as AGm Business Development of M/S. BIO-DIVERSITY CONSERVATION INDIA PRIVATE LIMITED, having office at 397, 13 th Cross, Sadashinagar, Bangalore, 560 080 (Vide resolution dated 28/04/2012)

Photo	Thumb Impression	Signature
		

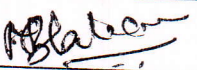



SUB-REGISTRAR
SALCETE

2. Mitaram Ramlal Jangid, s/o. Mr. Ramlal Jangid, Married, Indian, age 53 Years, Business, r/o Mumbai, Maharashtra as Director of M/S. SUMIT WOODS PVT. LTD., , having office at 101, 'MITASU ENCLAVE', F. P. No.560, TPS III, R. M. Bhattad Road, Chikuwadi Borivali(W) Mumbai 400 092 & Office at 'S-102, 'SUMIT CLASSIC', op. Ponda Municipal Council, Sadar Ponda, Goa.(vide Resolution dated 02/05/2012)

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Mr. Bhushan R. Nemlekar , s/o. Subhod Nemlekar, Married, Indian, age 34 Years, Business, r/o 1205, Oberoi Woods, Goregoa(E), Mumbai 400 063	


SUBODH NEMLEKAR
SALCETE

Book-1 Document
Registration Number MGO-BK1-02615-2012
CD Number MGOD60 on
Date 03-05-2012

Sub-Registrar (Salcete/Margao)
SALCETE

Scanned By:-

Chhaya S. Hble

Signature:-



Designed and Developed by C-DAC, ACTS, Pune

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